



Shire of Northam

Heritage, Commerce and Lifestyle

SHIRE OF NORTHAM

**MINUTES
OF THE
ORDINARY COUNCIL MEETING
HELD ON
WEDNESDAY
18 DECEMBER 2013**

SHIRE OF NORTHAM

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 18 DECEMBER 2013 AT 5:30 PM

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SHIRE OF NORTHAM

Minutes of the Ordinary Council Meeting held in the Council Chambers on WEDNESDAY, 18 December 2013 at 5:30 pm

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Northam for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Shire of Northam disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Northam during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Northam. The Shire of Northam warns that anyone who has an application lodged with the Shire of Northam must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Northam in respect of the application.

1. OPENING AND WELCOME

The Shire President, Cr S Pollard declared the meeting open at 5.37pm.

2. DECLARATION OF INTEREST

Parts of Division 6 Subdivision 1 of the Local Government Act 1995 requires Council members and employees to disclose any direct or indirect financial interest or general interest in any matter listed in this agenda.

The Act also requires the nature of the interest to be disclosed in writing before the meeting or immediately before the matter being discussed.

NB A Council member who makes a disclosure must not preside or participate in, or be present during, any discussion or decision making procedure relating to the disclosed matter unless the procedures set out in Sections 5.68 or 5.69 of the Act have been complied with.

Cr S B Pollard declared a “Financial” interest in item 13.2.2- Lease- C.Y O’Connor Institute- Old Girls School, Northam- He is a member of C.Y O’Connor Institute Governing Council and receives sitting fees for that.

Cr D G Beresford declared an “Impartiality” interest in item 13.2.4- Request For Use Of Site 19 Northam Airport For Ballooning Event - Member of Aero Club.

Cr R M Head declared an “Impartiality” interest in item 13.2.4- Request For Use Of Site 19 Northam Airport For Ballooning Event- Unpaid board member of A.C.D.F.

3. ATTENDANCE

COUNCIL

President
Councillors

Cr S B Pollard
T M Little
K D Saunders
U Rumjantsev
R M Head
A W Llewellyn
D A Hughes
D G Beresford
J E Williams
R W Tinetti

Chief Executive Officer
Executive Manager Development Services
Executive Manager Corporate Services
Executive Manager Engineering Services
Executive Manager Community Services
Project Manager Community Infrastructure

J B Whiteaker
P B Steven
D R Gobbart
C D Kleynhans
J McGready
C B Hunt

GALLERY

3 Members of the public.

4. APOLOGIES

Nil

5. LEAVE OF ABSENCE PREVIOUSLY APPROVED

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

6.1 LEAVE OF ABSENCE

Cr K Saunders has applied for a leave of absence between the following dates:
11 January to 25 January 2014

RECOMMENDATION/COUNCIL DECISION

Minute No C.2188

Moved: Cr R Head
Seconded: Cr A Llewellyn

**That Cr K Saunders be granted leave of absence between the following dates:
11 January to 25 January 2014**

CARRIED 10/0

7. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

8. PUBLIC QUESTION TIME

Nil

9. PUBLIC STATEMENT TIME

9.1 PUBLIC STATEMENT TIME

Ms Belle Moore made a statement in relation to item 13.2.2 "Lease- C.Y O'Connor Institute- Old Girl's School, Northam". Ms Moore stated that as they previously indicated at the Forum meeting held on 11 December, they will wait for an advertisement for expressions of interest before submitting anything for the Old Post Office site.

10. PETITIONS/DEPUTATIONS/PRESENTATIONS

10.1 PRESENTATIONS TO THE SHIRE OF NORTHAM

Shire President, Cr S Pollard advised that he had been fortunate to represent the Shire of Northam at a number a functions, and received the following three books which were presented to Council:

- Racing Over the Scarp & Beyond- by Jan James
- The Men Behind the Names- World War One Memorials Northam, Western Australia- by Reg Stevens
- Permanent Impressions- A Salute to Contemporary Heroines- by Jana Vodesil-Baruffi

11. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

11.1 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

RECOMMENDATION/COUNCIL DECISION

Minute No C.2189

**Moved: Cr D Hughes
Seconded: Cr A Llewellyn**

That the minutes of the meeting held Wednesday, 20 November 2013 are confirmed as a true and correct record of that meeting.

CARRIED 10/0

12. ANNOUNCEMENTS BY THE PRESIDING OFFICER WITHOUT DISCUSSION**12.1 PRESIDENT'S REPORT- WEDNESDAY 18TH DECEMBER 2013**

<u>Visitations and Consultations</u>	
21/11/13	Present winner of photographic competition with cheque
22/11/13	WALGA Avon Midlands Zone meeting
27/11/13	Meet with significant property and business investor
27/11/13	Council quarterly strategic meeting
28/11/13	Northam Chamber of Commerce monthly meeting
28/11/13	Yongah Hill IDC regular meeting
28/11/13	Attend photographic art exhibition launch in Northam
30/11/13	Attend Northam 519 Army Cadet Unit's dinner
2/12/13	AROC meeting in Toodyay – Cr. Little and CEO attending
4/12/13	ABC Regional Radio re: Avonlink train and Supertown update
4/12/13	Attend annual St. Josephs School Northam presentation night
5/12/13	Radiowest interview re: Shire aspects
6/12/13	Citizenship ceremony
6/12/13	Attend Visitors Centre renovations event
6/12/13	Attend Northam Chamber of Commerce sundowner
8/12/13	Northam Scout Group BBQ
9/12/13	Attend opening of Killara extensions project
9/12/13	Attend annual Northam Primary School presentation night
<u>Upcoming Events</u>	
13/12/13	Shire Christmas party
13/12/13	Proposed Christmas Tree lighting ceremony
14/12/13	Attend WW1 military book launch at RSL
14/12/13	Attend Wundowie Men's Shed windup
14/12/13	Attend Carols by Candlelight
15/12/13	Attend Mauravillo Estate BBQ luncheon in Wundowie
15/12/13	Shire Christmas Carnival
18/12/13	Silver Wings Christmas lunch in Wundowie
19/12/13	Northam Men's Shed Christmas event

President's comments:

Merry Christmas and Happy New Year

I take this opportunity to wish everyone a safe Christmas and a healthy and happy new year. If you are driving, drive carefully with the view that you want to get where you are going alive and well.

STRATEGIC ASPECTS

AROC

The AROC group has been successful in receiving Royalties for Regions Country Local Government Regional component funding for aged care housing. The Shire of Northam has previously benefited through this program with the Killara funding.

Northam Chamber of Commerce

The Chamber is revisiting its strategic plans and the Shire has been liaising with the executive of the Chamber to see how we can continue to work effectively together.

Projects

I hope to have an update on where our 2013/14 projects are at by next week and will update the agenda accordingly then.

Super Town

The health precinct road network and associated land assembly is complete and open for traffic. The GP Superclinic is now underway with site works commencing.

WALGA Zone meeting

The new President is Cr. Jan Court, a Shire of Gingin councillor. I am Deputy President again. Cr. Lawrie Short is again our State Council representative with Cr. Pat Hooper as Deputy. We hope to use this avenue to affect decision making in our broad area in 2014.

Yongah Hill IDC

Our CRG met recently. The facility is currently accommodating just over 520 detainees with a majority Vietnamese cohort. There have been no other significant incidents at the centre since the August breakout and reviews of security arrangements are complete with no major need for additional security measures deemed necessary.

13. REPORTS OF OFFICERS

13.1. ADMINISTRATION

Nil

13.2. DEVELOPMENT SERVICES

13.2.1 ADOPTION OF LOCAL PLANNING POLICIES UNDER LOCAL PLANNING SCHEME NO 6

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	3.1.1.6
Officer:	Phil Steven / Brooke Newman
Officer Interest:	Nil
Policy:	Shire of Northam Policy Manual
Voting:	Simple Majority
Date:	28 November 2013

PURPOSE

Council is required to adopt Local Planning Policies created under Local Planning Scheme No 6 (“LPS 6) subsequent to public advertising.

BACKGROUND

Background of Key Dates and Determinations

The following table lists the key dates in regards to this report.

Date	Item / Outcome
21 August 2013	LPS 6 is gazetted in the Government Gazette
18 September 2013	Council resolved to initiate adoption of Local Planning Policies
25 October 2013	Advertising finishes
29 November 2013	Report prepared for Council

The purpose of this report is to request that Council adopt in final the reviewed Local Planning Policy Manual made under the provisions of LPS 6.

The Shire of Northam previously operated two Schemes, being, Town Planning Scheme No 3 (greater Shire area) and Town Planning Scheme No 5 (Northam townsite area). These Schemes have now been rescinded and replaced by LPS 6.

Therefore, specific Local Planning Policies are required to be adopted in accordance with LPS 6.

At the Ordinary Council meeting held on 18 September 2013, Council resolved to adopt for advertising 15 draft Local Planning Policies.

The following Local Planning Policies have been advertised following Council's resolution in accordance with the provisions of LPS 6 with no submissions being made:

General Provisions	
LPP 1	Outbuildings
LPP 2	Site Construction, General Development and Subdivision Guidelines
LPP 3	New Transportable, Relocated and Second Hand Dwellings
LPP 4	Home Employment (Home Business, Home Occupation, Home Office, Home Store, Industry-Cottage and Rural Home Business)
LPP 5	Use of Sea Containers and Other Similar Storage Structures
LPP 6	Construction of Additional Dwellings on Rural Zoned Land
LPP 7	Development and Subdivision Contribution
LPP 8	Retrospective Planning Applications and Fees
LPP 9	Northam Airport Development
LPP 10	Developments Abutting Rights of Way
LPP 11	Tree Preservation - Grevillea Street Subdivision Area
LPP 12	Animal Establishments
LPP 13	Ancillary Accommodation
LPP 14	Farm Stay and Bed and Breakfast Accommodation
LPP 15	Road and Subdivision Requirements in the Rural Residential Zone

When considering the proposed Local Planning Policies ("LPP") attached to Agenda Item 13.2.1, the following should be noted:

1. The proposed Local Planning Policies are, essentially, an amalgamation of the previous Local Planning Policies adopted under Town Planning Schemes No 3 and No 5.
2. During the amalgamation of the previous Policies, a review was conducted and various changes were made. The significant changes are as follows:

- (a) The inclusion of new transportable buildings into the Second Hand Relocated Dwelling Policy.
- (b) Addition of "other similar storage structures" in the Sea Container Policy.
- (c) Outbuilding sizes as follows:

Existing Zone	Maximum Floor Area (combined)	Wall Height	Ridge Height
Residential	80m ²	3.0m	4.0m
Rural Smallholdings (1.5ha and under)	150m ²	3.5m	4.5m
Rural Smallholdings (1.51ha and over)	250m ²	4.0m	5.0m

Agriculture Local (8ha and under)	300m ²	4.0m	5.0m
Agriculture Local (8.1ha to 50ha)	500m ²	4.5m	5.5m
Agriculture Local (50.1ha and over)	1,000m ²	5.0m	6.0m
Agriculture Regional (8ha and under)	250m ²	4.5m	5.5m
Agriculture Regional (8.1ha to 50ha)	500m ²	5.0m	7.0m
Agriculture Regional (50.1ha to 100ha)	1,000m ²	5.0m	7.0m
Agriculture Regional (100.1ha and over)	1,000m ²	N/A	N/A

Zone	Maximum Floor Area (combined)	Wall Height	Ridge Height
Residential	80m ²	3.0m	4.0m
Rural Residential (up to and including 1.5ha)	150m ²	4m	5m
Rural Residential (over 1.5ha)	200m ²	4.5m	5.5m
Rural Smallholdings	250m ²	4.5m	5.5m
Rural (8ha and under)	300m ²	5m	5.5m
Rural (over 8ha up to and including 40ha)	500m ²	5m	6m
Rural (over 40ha up to and including 100ha)	1,000m ²	Assess on Individual Merit	Assess on Individual Merit
Rural (over 100ha)	Assessed on a Case by Case Basis	Assessed on a Case by Case Basis	Assessed on a Case by Case Basis

(d) LPP 2 has been amalgamated from various parts of other existing Policies and some things have been added.

3. Two new Policies have been created which are, essentially, existing Health Policies converted to new Local Planning Policies. These are LPP - 13 and LPP - 14.

LPP 13 - Ancillary Accommodation:

This Policy was created as a Local Planning Policy as it is a landuse defined under LPS 6 and should be governed by planning principles.

LPP 14 - Farmstay Accommodation and Bed and Breakfast Establishments:

This Policy was created as a Local Planning Policy, again, because it is a landuse under LPS 6 and should be governed by planning principles.

4. An entirely new Policy has been created (LPP 12 - Animal Establishments). This Policy was created to incorporate guidelines for Animal Establishments as well as incorporated design criteria for Kennels and Catteries (taking into account the new Cat Laws).

STATUTORY REQUIREMENTS

Clauses 2.2 to 2.5 of LPS 6 deal specifically with the adoption of Local Planning Policies as follows:

2.2 Local Planning Policies

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

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

2.3 Relationship of Local Planning Policies to Scheme

2.3.1 If a provision of a Local Planning Policy is inconsistent with the Scheme, the Scheme prevails.

2.3.2 A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

Note: Local Planning Policies are guidelines used to assist the local government in making decisions under the Scheme. Although Local Planning Policies are not

part of the Scheme they must be consistent with, and cannot vary, the intent of the Scheme provisions, including the Residential Design Codes. In considering an application for planning approval, the local government must have due regard to relevant Local Planning Policies as required under clause 10.2.

2.4 Procedure for making or amending a Local Planning Policy

2.4.1 If a local government resolves to prepare a Local Planning Policy, the local government -

(a) is to publish a notice of the proposed Policy once a week for 2 consecutive weeks in a newspaper circulating in the Scheme area, giving details of -

(i) where the draft Policy may be inspected;

(ii) the subject and nature of the draft Policy; and

(iii) in what form and during what period (being not less than 21 days from the day the notice is published) submissions may be made;

(b) may publish a notice of the proposed Policy in such other manner and carry out such other consultation as the local government considers appropriate.

2.4.2 After the expiry of the period within which submissions may be made, the local government is to -

(a) review the proposed Policy in the light of any submissions made; and

(b) resolve to adopt the Policy with or without modification, or not to proceed with the Policy.

2.4.3 If the local government resolves to adopt the Policy, the local government is to -

(a) publish notice of the Policy once in a newspaper circulating in the Scheme area; and

(b) if, in the opinion of the local government, the Policy affects the interests of the Commission, forward a copy of the Policy to the Commission.

2.4.4 A Policy has effect on publication of a notice under clause 2.4.3(a).

2.4.5 A copy of each Local Planning Policy, as amended from time to time, is to be kept and made available for public inspection during business hours at the offices of the local government.

2.4.6 Clauses 2.4.1 to 2.4.5, with any necessary changes, apply to the amendment of a Local Planning Policy.

2.5 Revocation of a Local Planning Policy

A Local Planning Policy may be revoked by -

- (a) the adoption by a local government of a new Policy under clause 2.4 that is expressed to supersede the existing Local Planning Policy; or*
- (b) publication of a notice of revocation by the local government once a week for 2 consecutive weeks in a newspaper circulating in the Scheme Area.*

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

OBJECTIVE: Provide accountable and transparent leadership.

STRATEGY: Continue to develop Council's policy framework to guide decision making.

BUDGET IMPLICATIONS

Nil.

OFFICER'S COMMENT

The intent of the adoption of the proposed Local Planning Policies is to amalgamate and update previous policies that were adopted under Town Planning Scheme No 3 and Town Planning Scheme No 5 and to incorporate changes brought about by the gazettal of LPS 6.

All proposed Local Planning Policies have been advertised in accordance with LPS 6.

During the advertising period, no submissions were received in relation to the Local Planning Policies and, in light of this, it is recommended that Council adopt in final the proposed Local Planning Policies and advertise the adoption accordingly.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2190

Moved: Cr R Head

Seconded: Cr A Llewellyn

That Council:

- 1. In accordance with Clause 2.4.2 of Local Planning Scheme No 6 adopt Local Planning Policies without modification.**
- 2. Staff place a notice in the local newspaper advertising final adoption of Local Planning Policies in accordance with Clause 2.4.3 of Local Planning Scheme No 6.**

CARRIED 10/0

Cr S B Pollard declared a "Financial" interest in item 13.2.2- Lease- C.Y O'Connor Institute- Old Girls School, Northam- He is a member of C.Y O'Connor Institute Governing Council and receives sitting fees for that.

Cr S Pollard departed the chambers at 5.43pm and Cr T Little assumed the chair.

13.2.2 LEASE- C Y O'CONNOR INSTITUTE- OLD GIRLS SCHOOL, NORTHAM

Name of Applicant:	C Y O'Connor Institute
Name of Owner:	Shire of Northam
File Ref:	A13095
Officer:	Phil Steven
Officer Interest:	Nil
Policy:	Shire of Northam Lease Policy
Voting:	Simple Majority
Date:	29 November 2013

PURPOSE

For Council to lease a portion of Lot 380 (33) Wellington Street Northam to the C Y O'Connor Institute.

BACKGROUND

The Avon Valley Arts Society (AVAS) previously leased 33 Wellington Street from the Shire, and the lease expired on 10 December 2011, and was not renewed. AVAS has now relocated to an alternative premises.

The property of 33 Wellington Street comprises 2 buildings- the Old Girls School and the Old Post Office. The Old Post Office is proposed to be leased to the Rural Clinical School from 1 January 2014.

The Old Girls School has been used by the C Y O'Connor Institute for at least the last 3 years, rented by AVAS to C.Y O'Connor in 2011, and by the Shire in 2012 and 2013. The C Y O'Connor Institute has expressed interest in leasing the building in 2014 and beyond. The current lease expires on 31 December 2013.

The Old Girls School is on a parcel of land 2860m² and zoned 'reserve - education'.

At Council's Meeting on 21 August 2013, Council agreed to lease the former AVAS building on Lot 380 (33) Wellington Street, Northam, to the Rural Clinical School of WA for a period of 2 years at a rental of \$1000 per annum. The Rural Clinical School has advised it will be commencing programs in 2014, but has withdrawn its interest from the old Post Office building since the upgrade costs for the old Post Office to meet their

standards is expensive. The Rural Clinical School has advised it will be operating out of Muresk.

STATUTORY REQUIREMENTS

The process for handling expressions of interest is outlined in the Local Government (Functions & General) Regulations 1996. Leases to organisations, the objects of which are of charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature are exempt from the usual requirements of the Local Government Act and do not require the calling of tenders or the requirements for advertising details of the proposed tenant and rent before entering into the lease.

The property is zoned 'reserve-education' but is proposed to be rezoned 'commercial' via an omnibus amendment to Local Planning Scheme 6, which will take approximately 12 months. After the rezoning, Council will be in a position to consider continuing with the existing lease(s) or leasing the entire site on a commercial basis.

Given advice that the old Post Office is now available, Council can consider applications for lease of the old Post Office building either by advertising a proposal, or seeking expressions of interest to lease the building for educational purposes, which may specify the criteria by which the applications will be assessed.

CONFORMITY WITH THE PLAN FOR THE FUTURE

Key Result Area: Social Cultural and Community

Goal: Fosters community pride and a sense of place

Outcome 4: Encourage a collaborative approach with residents and special interest groups to identify projects, challenges and solutions.

BUDGET IMPLICATIONS

The proposed lease fee is the same as the previous rental, increased by CPI to \$6120 per annum including GST.

The lease conditions are proposed to remain the same as previously, where the responsibilities of the CY O'Connor Institute are for:

- the costs for public liability, building and contents insurance
- the cost of outgoings
- the cost of drawing up the lease

The Shire is responsible for:

- making the building available
- structural and budgeted building maintenance

OFFICER’S COMMENT

The C Y O’Connor Institute has managed this area with no known issues during the last 3 years. It is proposed the arrangement is for C Y O’Connor to bear the costs of insurances, outgoings, and lease documentation. The C Y O’Connor institute require a determination on the lease at this Council Meeting to assist with its planning for the next educational (calendar) year.

A 12 month lease is considered appropriate since it will give the Shire a reasonable period of time to determine the future of the property, following that period.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2191

Moved: Cr A Llewellyn

Seconded: Cr R Head

That Council leases the Old Girls School on Lot 380 (33) Wellington Street, Northam, to the C Y O’Connor Institute for a period of 1 year (2014), subject to the following conditions:

CY O’Connor Institute are responsible for:

- **lease rental of \$6120 per annum**
- **the costs for public liability, building and contents insurance**
- **the cost of outgoings**
- **the cost of drawing up the lease**

The Shire is responsible for:

- **making the building available**
- **structural and budgeted building maintenance**

CARRIED 9/0

Cr S Pollard returned to the chambers at 5.44pm and resumed the chair.

33 WELLINGTON STREET, NORTHAM

OLD GIRLS SCHOOL



OLD POST OFFICE

13.2.3 ADOPTION OF SUBDIVISION GUIDE PLAN – LOTS 1 & 2 CHITTY AND AUGUSTINI ROADS, BAKERS HILL.

Name of Applicant:	Gordon Smith
Name of Owner:	MJ & CJ Moore
File Ref:	3.1.5.25 / A1343
Officer:	Phil Steven / Bronwyn Southee
Officer Interest:	Nil
Policy:	Nil
Voting:	Simple Majority
Date:	29 November 2013

PURPOSE

The subject Subdivision Guide Plan is being referred to Council for adoption in accordance with Section 5.31 of LPS 6 – Structure Plans. The Subdivision Guide Plan/Structure Plan is for Lots 1 & 2 Chitty and Augustini Roads, Bakers Hill.

BACKGROUND

Lots 1 & 2 Chitty & Augustini Roads were subject to a scheme amendment (Amendment 25) for rezoning under TPS 3 from “Agriculture - Local” to “Rural Smallholdings”. Ministerial approval for Scheme Amendment 25 was granted 1 March 2012.

Background of Key Dates and Determinations

The following table lists the key dates in regards to this application.

Date	Item/Outcome
18 December 2008	Applicant submitted proposed Scheme Amendment to the Shire of Northam.
16 April 2009	Shire of Northam Council initiates the Scheme Amendment No 25 to rezone the property from Agriculture Local to Rural Smallholdings zone.
28 May 2009	Applicant submitted Subdivision Guide Plan to Shire for is assessment.
16 September 2010	Council formally initiates Scheme Amendment 25 based on additional information being provided, Council requests amendments to be made to Subdivision Guide Plan.
20 April 2011	Council adopts Scheme Amendment 25 and forwards to the WAPC for final adoption.
1 March 2012	WAPC grants approval for Scheme Amendment 25
3 April 2013	Shire of Northam receives amended Subdivision Guide Plan, additional information required.
29 November 2013	Shire of Northam receives amended Subdivision Guide Plan referred to Council for consideration.

The indicative Subdivision Guide Plan that was previously presented to Council as part of Scheme Amendment 25 process, has been amended in accordance with Scheme and WAPC requirements, since this time an amended Subdivision Guide Plan, along with an Environmental Management Plan and Fire Management Plan have been submitted to the Shire of Northam for consideration.

The indicative Subdivision Guide Plan was advertised to service providers and surrounding property owners as part of the overall Scheme Amendment, however, the current Subdivision Guide Plan has not undergone advertising in accordance with Section 5.31 of LPS 6. As no significant amendments have been made to the Subdivision Guide Plan it is considered that it has sufficed the advertising requirements and is being presented to Council for adoption.

STATUTORY REQUIREMENTS

All Structure Plans submitted need to be assessed in accordance with Section 5.31 of Local Planning Scheme No 6.

An Environmental Management Plan and Fire Management Plan were submitted in accordance with the Structure Plan requirements. The Structure Plan is consistent with the Environmental Management Plan, and important environmental considerations such as the retention of remnant vegetation and incorporation of new vegetation protection requirements have been incorporated in the Structure Plan.

The Fire Management Plan requires further amendments, which will be discussed below.

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

VISION: To maintain a balance between preservation of lifestyle & sense of community and population growth and accompanying development.

BUDGET IMPLICATIONS

Nil.

OFFICER'S COMMENT

The Subdivision Guide Plan is satisfactory in accordance with Section 5.31 of LPS6. Details in relation to amendments that have been made to the Subdivision Guide Plan and amendments required to be made to the Fire Management Plan are discussed below.

Building Envelopes

In relation to Building Envelopes, an email was sent to the applicant requesting that the location of building envelopes on lots 5, 32 and 36 be moved to allow for a 30m exclusion zone for the appropriate positioning of effluent disposal systems as per *Health*

(Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974. Since this request the applicant has amended the Subdivision Guide Plan which is attached for Councils reference.

Flora, Fauna and Vegetation Survey

The applicant has addressed the issues of flora, fauna and vegetation in the Environmental Management Plan through the inclusion of building envelopes, and other important environmental considerations such as the retention of remnant vegetation and incorporation of new vegetation requirements.

Fire Risk Assessment

The applicant has provided a Fire Management Plan in accordance with Section 5.31 of LPS 6.

There is are a number of issues that are required to be addressed in the Fire Management Plan, including details on proposed filling method of water tanks and required justification from the applicant as to why they are opting for water tanks when reticulated water is available. Attached to this agenda item is the formal assessment of the Fire Management Plan from the Shire's Community Emergency Services Co-ordinator. These comments have been forwarded to the applicant and will be required to be addressed prior to the Fire Management Plan being adopted.

Based on the comments above, it is considered that the Subdivision Guide Plan complies with the provisions of Section 5.31 of Local Planning Scheme No6, therefore, it is recommended that Council resolve to adopt the Subdivision Guide Plan and staff forward Council's resolution to the Western Australian Planning Commission for final approval.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2192

Moved: Cr U Rumjantsev

Seconded: Cr T Little

That Council:

- 1. Resolve to adopt the Subdivision Guide Plan prepared for Lots 1 and 2 Chitty Road and Augustini Road, Bakers Hill.**
- 2. Staff forward Council's resolution to approve Subdivision Guide Plan along with associated documentation to the Western Australian Planning Commission for final approval.**
- 3. Approve the Fire Management Plan, subject to amendments being made to the satisfaction of the Shire's Community Emergency Services Coordinator.**

CARRIED 10/0

FIRE MANAGEMENT PLAN

Lot 1 Chitty Road and Lot 2 Augustini Road

BAKERS HILL

Shire of Northam



FirePlan WA

August 2013

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Fire Management Plan Lot 1 Chitty Rd & Lot 2 Augustini Rd Shire of Northam

August 2013

Fire Management Plan Lot 1 Chitty Rd & Lot 2 Augustini Road Bakers Hill, Shire of Northam

Prepared For

Prepared By
FirePlan WA
 10 Bracken Road
 Thornlie WA 6108

T: 94931692 F: 94930330 E: firepla@bigpond.net.au

Document Status

Version	Comment	Reviewer	Review Date
Version 1		BWH	11.07.13
Version 2	Landowner		10.08.13

Disclaimer: The measures contained in this fire management plan are considered to be minimum standards and they do not guarantee that a building will not be damaged in a bush fire. All surveys, forecasts, projections and recommendations made in this report associated with the project are made in good faith on the basis of information available to FirePlan WA at the time; and achievement of the level of implementation of fire precautions will depend among other things on the actions of the landowners or occupiers over which FirePlan WA has no control. Notwithstanding anything contained therein, FirePlan WA will not, except as the law may require, be liable for any loss or other consequences (whether or not due to the negligence of the consultants, their servants or agents) arising out of the services rendered by the consultants.

1.0 INTRODUCTION

The purpose of this Fire Management Plan is to detail the fire management methods and requirements that will be implemented for the subdivision of Lot 1 Chitty Rd and Lot 2 Augustini Rd Bakers Hill. (Refer Figure 1: Location Plan).

This Fire Management Plan satisfies the requirements of the Shire of Northam and the WAPC (via WAPC and DFES *Planning for Bush Fire Protection* Guidelines Edition 2, 2010)

This Fire Management Plan will outline the responsibility and timing for implementing and maintaining the fire protection measures and strategies contained within this Fire Management Plan, allocating these responsibilities between individual land owners, the developers and the Shire of Northam.

As fire management strategies may require altering to meet changing weather, environment and land use needs, it must be advised that the provisions of the *Bush Fires Act 1954* may still be enforced, in addition to this Fire Management Plan.

The Shire of Northam will be responsible for initiating a review of this Fire Management Plan as it may deem necessary to do so.

In the event of large bushfires it is essential that landowners understand that fire appliances may not be available to protect each dwelling/building, landowners are responsible for the protection of their own assets which may require additional protection above the minimum detailed in this Fire Management Plan.

The Western Australian Planning Commission and the Shire of Northam require the preparation of a "Fire Management Plan" to support the proposed subdivision. This document has been prepared to satisfy that requirement and becomes operational as a condition of subdivision.

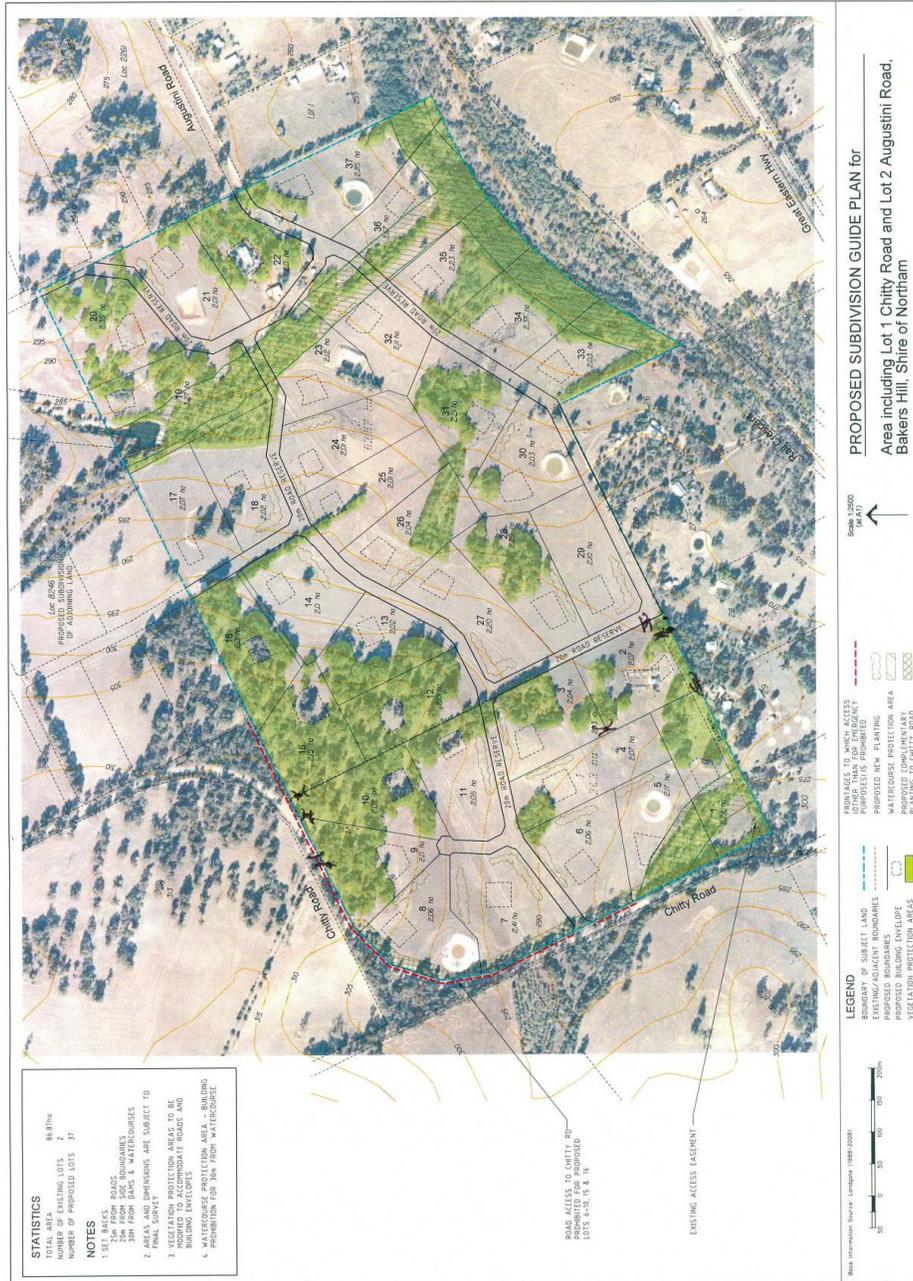
This Fire Management Plan complies with the acceptable solutions detailed in Appendix 2 of *Planning for Bush Fire Protection* Edition 2 2010 and as summarised in 'Compliance Checklist for Performance Criteria and Acceptable Solutions' at the end of this Fire Management Plan (Section 8).

In the Foreword of AS 3959- 2009 it states that "It should be borne in mind that the measures contained in this standard cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the degree of vegetation management, the unpredictable nature and behavior of fire and extreme weather conditions."

Figure 1: Location Plan



Figure 2: Subdivision Layout



2.0 AIM

The aim of the Fire Management Plan is to reduce the occurrence of and minimise the impact of bush fires thereby reducing the threat to life, property and the environment.

The Fire Management Plan sets out to reduce this threat by:

- Identifying the objectives of this Fire Management Plan (Section 3)
- Describing the site's description, topography, cultural features and land use (Section 4);
- Identifying the site's potential bush fire issues (Section 5); and
- Outlining the fire mitigation strategies for the site that will reduce the risk of bush fires impacting on the proposed subdivision including the potential threat and impact of bushfire to residents, fire fighters and environmental values, including identifying the parties responsible for undertaking these fire mitigation strategies (Section 6).
- Allow easy access and egress of fire fighters and residents if a fire does occur.

The Shire of Northam has the responsibility and powers under the Local Planning Scheme and the *Bush Fires Act 1954* to ensure that this Fire Management Plan, Shire of Northam Firebreak Notice and any Special Orders issued under the *Bush Fires Act 1954* are complied with.

3.0 OBJECTIVES

The objectives of this Fire Management Plan are to:-

- Identify bushfire hazards and propose bush fire prevention measures for the site;
- Identify access and egress for firefighting operations and residents;
- Define the building construction standards where lots interface with vegetation within the site;
- Identify current and future landowner, developer and Shire of Northam responsibilities for various components of this fire management plan; and
- Document in the Appendices section of this Fire Management Plan, the acceptable solutions adopted for the subdivision of Lot 1 Chitty Rd & Lot 2 Augustini Rd Bakers Hill.

4.0 DESCRIPTION OF THE AREA

4.1 GENERAL

The “Site” is generally cleared and is used as farmland and has areas of retained Wandoo and Jarrah/Marri in the ridge tops where it was not cleared for agriculture.

Chitty Road forms the western boundary of the site and Augustini Road provides access into Lot 2 on the eastern boundary.

The current landowner has planted vegetation along existing creek lines and gullies to control erosion and provide trees for shade for stock.

There are 7 dams located on the site.

An access easement/battleaxe exists along part of the south west boundary of Lot 1 which provides access to existing lots.

4.2 CLIMATE

The Mediterranean climate experienced by this area is characterized by hot dry summers and mild wet winters with the majority of rain falling in late autumn through to late spring. This rainfall supports substantial vegetation growth which dries off in Summer/Autumn.

In summer the area has strong easterly winds in the morning that ease off around midday and in the afternoon on most days a southerly establishes reducing the temperature by as much as ten degrees.

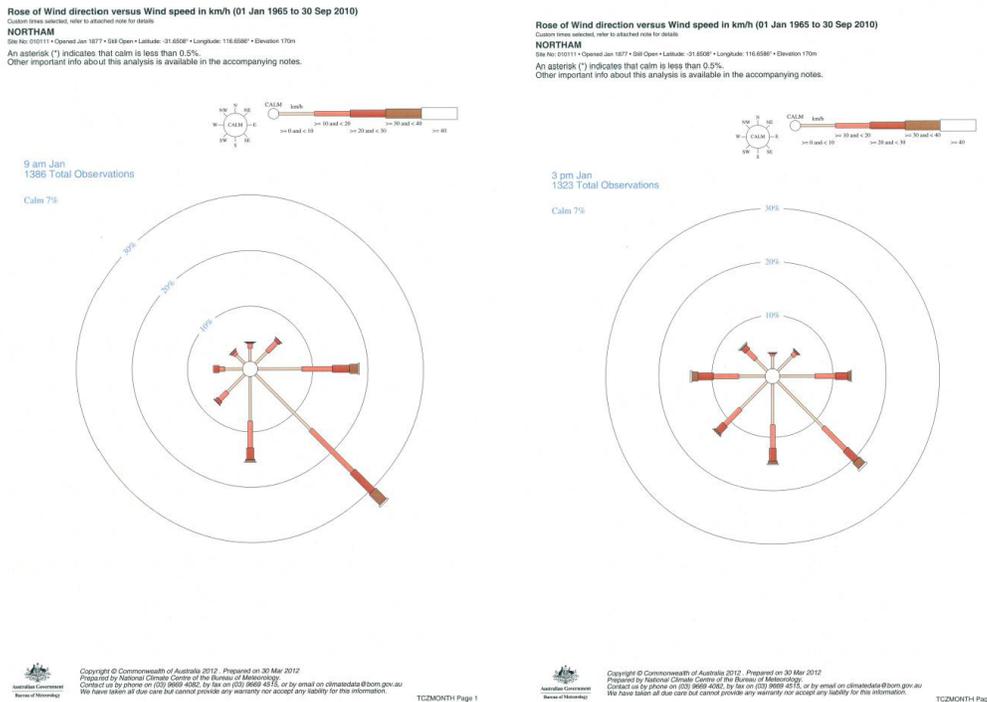
The bush fire season is generally from October to the following May, but is subject to seasonal changes and drought conditions.

The weather data for Bakers Hill has been used as it is the nearest weather station with a complete set of data and is indicative of the weather at this site.

Table 1 Weather Data for Bakers Hill – 1965-2013 (BOM Website July 2013)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Mean Max Temperature (°C)	31.8	31.7	28.5	23.5	19.2	16	15.1	15.6	17.5	21.7	25.6	29.9	
Mean 9am Relative Humidity (%)	57	61	63	71	79	85	86	85	79	69	63	57	
Mean Monthly Rainfall (mm)	16.3	13.3	18.1	31.1	72.2	112.8	113.7	86.3	62.2	34.2	20.0	10.5	586.8

Figure 3 Sample Wind Roses showing Wind direction and Strength for January (1994-2012) Northam.



It is proposed that Stage 1 will be lots off Chitty Road and a cul de sac not greater than 200 metres off Chitty Road. This Stage will be used to test the market prior to further stages of land release being offered for sale pending the completion of later stages of subdivision when formal road frontage will also be available.

4.6 ASSETS

The rural residential area, dwellings, sheds, retained vegetation, revegetated gullies and creeks and pasture for stock.

4.7 ACCESS

Chitty Road (bitumen road) forms the western boundary of the site. Some lots will have private driveway access off Chitty Road. A cul de sac off Chitty Road to (maximum of 200 metres) to provide access for the Stage 1 Lots 3-11. Proposed Lot 2 will have access of the existing battleaxe easement off Chitty Road.

It is proposed to link Augustini Road with an internal public road system with future links to the northern boundary and in the North Eastern corner of the site linking into Location 8246 and Location 2261 respectively.

Staging of development beyond Stage 1 will require two roads in and out of the development as Augustini Road is effectively a cul de sac.

4.8 WATER SUPPLIES

4.8.1 Water for Fire Fighting

Water Tanks

Concrete water tanks at a ratio of 50,000 litres storage capacity for every 25 lots (or part thereof) are required in accordance with acceptable solution A3.2. The developer may install 1x100,000 litre tank or 2 x 50,000 litre tanks. The location of the water tank is to be agreed to by the Shire of Northam and the developer and is to be located on an expanded road reserve and constructed in stage 1 of the development. An underground fire hydrant or overhead filler is to be provided downhill from the tank so that water will flow at a rate of 450-650 litres /min. A hardstand is to be installed so that fire appliance can park off the trafficable surface will filling the fire appliance with water. The hard stand is to be capable of carrying a minimum 15tonne fire appliance. The tank and all the fittings are to be vested in the Shire of Northam. The Shire of Northam is to ensure that the tank is full of water at all times.

4.8.2 Domestic Water Supply

Each landowner will be responsible for providing their own potable water supply (to be installed as part of the dwelling construction) which is detailed in Section 7.2 of this Fire Management Plan. A fire outlet is required in each tank as detailed in Section 7.2. This will enable the storage of 10,000 litres of water for firefighting at all times.

5.0 BUSH FIRE ASSESSMENT

5.1 BUSH FIRE HISTORY

There have been no wildfires recorded on this site by the current landowners. Hazard reduction burning is carried out on a regular basis to maintain bush fire fuels at 6-8 tonnes /ha in ridge top areas and stock grazing is carried out over the whole of the site.

5.2 BUSH FIRE RISK

Table 2 Bush Fire Risk Assessment

Hazard Assessment

Scoring: High or Yes = 1 Low or No = 0

Ratings: Extreme = 6 High = 4 – 5 Medium = 2 – 3 Low = 0 – 1

Hazard Component	High or Yes	Low or No
<i>Likelihood of occurrence (risk of ignition)</i>		0
<i>Fuel load (vegetation) > standard (intensity)</i>		0
<i>Vegetation assessment area with fire hazard (manageability)</i>	1	
<i>Hazard reduction <80% of assessment zone</i>		0
<i>High visitor usage in area</i>		0
<i>Recent or proposed residential and industrial developments</i>	1	

Total 2 = medium bush fire risk

Management Assessment

Scoring: High or Yes = 1 Low or No = 0

Ratings: Extreme = 4 High = 3 Medium = 2 Low = 1

Management Component	High or Yes	Low or No
<i>Easily accessible (access roads and trails)</i>	1	
<i>Fire agency response time > 30 minutes</i>	1	
<i>Limited to inadequate water supply</i>		0
<i>Inadequate resources</i>	1	

Total 3 = High management risk

Although the site indicates a medium bush fire risk, the Fire Management Plan in conjunction with agency and Local Government requirements, aims at reducing this risk through mitigation works and sound response protocols. The management of the site has two roads when development is completed for access/egress, and the Bakers Hill Bush Fire Brigade is located within the Bakers Hill townsite. Water will be available on site for fire fighting, dwellings will be located in cleared areas adjacent to retained vegetation.

The use of tools such as welders, grinders and cutting equipment and the use of vehicles on your property may cause a bush fire. Contact the Shire of Northam or your local Fire Control Officer prior to using these tools and equipment as restrictions do apply during October to May.

The majority of the general area is grassland/pasture with some areas of retained woodland vegetation. In a bush fire in this general area (including adjoining land) ember attack may cause damage to dwellings and out buildings, power poles may be burnt down cutting power supplies to some areas, trees/vegetation may fall across roads causing temporary road closures. During a bushfire, fighting operations may restrict access to roads.

There is a risk that buildings that have evaporative air conditioners installed without effective screening around the roof mounted unit have an increased risk of a building catching on fire due to embers starting a fire in the air conditioning unit.

5.3 BUSH FIRE HAZARD

In *Planning for Bush Fire Protection* Appendix 1 methodology for classifying bush fire levels is detailed. The methodology rates bush fire hazard using vegetation type. The methodology is also based on the underlying assumption that land in Western Australia is predominantly undulating. The methodology specifies three bush fire hazard levels “Low”, “Moderate” and “Extreme”.

This methodology has been used in this Fire Management Plan.

The assessment of fire risk takes into account existing site conditions which include:

- Topography with particular reference to ground slopes and accessibility;
- Vegetation cover – both remnant and likely revegetation; and
- Relationship to surrounding development.

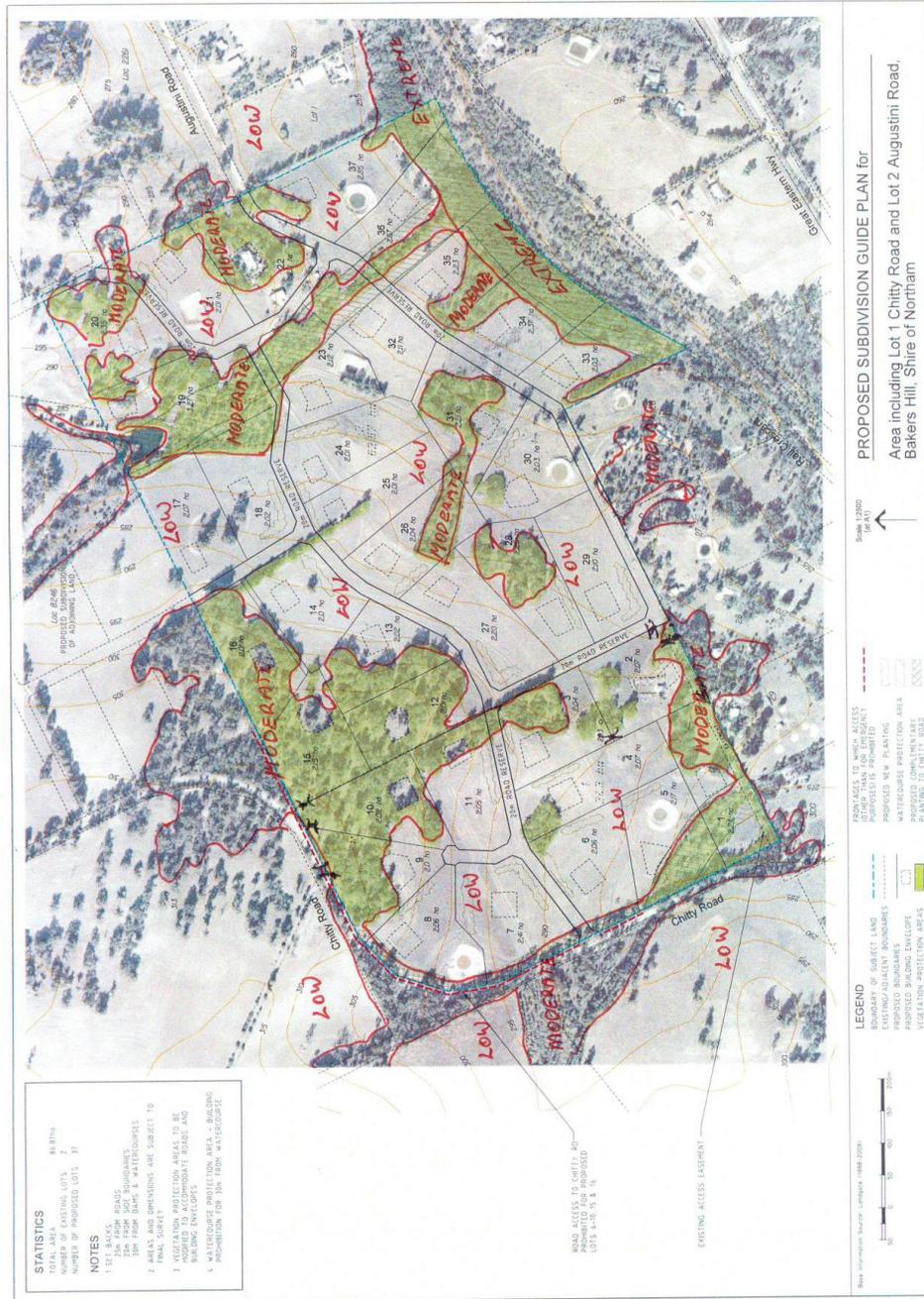
The Bush Fire Hazard Assessment is:

Grassland and Pasture	-	Low
Wandoo & Jarrah/Marri retained Vegetation - & revegetated areas	-	Moderate (See Figure 4) – No scrub fuel under Wandoo Woodland

Revegetation within areas rated as low should be carried out so as not to increase the bush fire hazard and in accordance with the principles contained in the DFES document “Plant Guide within the Building Protection Zone for the Swan Coastal Plain of Western Australia”.

Due to the bush fire hazard assessment for the “Site” being rated as “Moderate” the “Site” is a Bush Fire Prone Area.

Figure 4 Bush Fire Hazard Assessment.



5.4 BUSH FIRE THREAT

FMP 1533 Lot 1 Chitty Rd Bakers Hill V2 10.08.13

Fire Management Plan Lot 1 Chitty Rd & Lot 2 Augustini Rd Shire of Northam

August 2013

The bush fire threat within this site is greatly reduced due to cleared grassland/posture nature of the site and that the “Site” has regular hazard reduction burning and is grazed. With all landowners within the site and in adjoining areas complying with their relevant Fire Management Plans and the Shire of Northam Firebreak Notice the risk and threat of bush fires will be reduced.

5.5 SUMMARY OF BUSH FIRE POTENTIAL ISSUES

The potential bush fire issues that have been identified for the site:-

- Wandoo & Jarrah/Marri vegetation and revegetation areas.
- Location of Dwellings on the site.
- Increased construction standard in accordance with AS 3959.
- Staging of Development may restrict completion of Augustini Rd – Chitty Rd link in the short term.

6.0 FIRE MITIGATION

6.1 HAZARD MANAGEMENT

Hazard Management on the lots will be controlled by:-

- Setbacks of buildings to be managed as Building Protection Zone and a Hazard Separation Zone to be managed to the BPZ & HSZ standard in perpetuity by the landowner.
- All lots that have an increase in the construction standard in accordance with AS 3959 BAL ratings as detailed in Section 7.2.
- Compliance with the annual Shire of Northam Firebreak Notice. Landowner responsibility.
- Fuel reduction in Woodland vegetation outside the Building Protection and Hazard Separation Zones are to be maintained to 6-8 tonnes/ha by landowners in perpetuity.

6.2 BUSH FIRE RISK MANAGEMENT

6.2.1 Total Fire Ban Days

A Total Fire Ban is declared because of the extreme weather conditions or when fires are seriously stretching fire fighting resources. A Total Fire Ban is declared by DFES following consultation with Local Governments.

When a Total Fire Ban is declared it prohibits the lighting of any fires in the open air and any activities that might start a fire. The ban includes all open fires for the purpose of cooking or camping. It also includes incinerators, welding, grinding soldering and gas cutting.

The Department of Fire and Emergency Services and the Shire of Northam are to continue to educate the public on what a Total Fire Ban means and what actions the public need to take.

6.2.2 Public Education Program

The Shire of Northam is to continue to provide the community with advice on bush fire prevention and preparedness through brochures, newspaper articles, the Firebreak Notice issued to rate payers and on their web site.

The developer is to provide a copy of the current Shire of Northam Firebreak Notice, *The Homeowners Survival Manual* and *Prepare Act Survive* brochure and this Fire Management Plan at the time of sale of a Lot. It is essential that the Real Estate agent handling the sale of Lots on behalf of the Developer advises potential landowners that a Fire Management Plan exists and the modification of vegetation and on going fuel reduction will be required within this development.

Other Public Safety and Community information on Bush Fires is available on the Department of Fire and Emergency Services Authority web site www.dfes.wa.gov.au and the Shire of Northam website www.northam.wa.gov.au

6.3 FUTURE DEVELOPMENT

This Fire Management Plan has been prepared on the basis of the site being developed in accordance with the subdivision plan layout detailed in Figure 2. Any proposed future modifications to this layout, further subdivision or development that results in a variation to this subdivision plan and would impact on the

Bush Fire Risk Management will require approval from Western Australian Planning Commission and Local Government and may result in the need to review the provisions of this Fire Management Plan.

6.4 ACCESS AND FIREBREAKS

6.4.1 Road System

The proposed internal road system is to comply with Acceptable Solution A2.1 and A2.2 as a minimum and will comply with standards determined by the Shire of Northam. To be installed by developer and maintained by the Shire of Northam.

The Stage 1 cul de sac, designated cul de sacs and linkages to adjoining potential developments are to comply with the minimum standards detailed in acceptable solution A2.3. To be installed by the developer and maintained by the Shire of Northam.

All private driveways must comply as a minimum with acceptable solution A2.5.

Gates 4.1 metres wide are to be installed at the rear of an internal fence between two lots so as to provide access from one lot to another in the event of a bush fire. Gates are to be installed when boundary fencing installed. The existing gate is proposed Lot 9 providing access onto Chitty Road is to be retained for emergency access only. Gates are to comply with acceptable solution A2.8.

See Section 7.2 for the standards for acceptable solutions identified above.

6.4.2 Internal Firebreaks

Notwithstanding the provisions of this Fire Management Plan, landowners of all lots within the site must comply with the requirements of the Shire of Northam Firebreak Notice, as published annually. Complies with acceptable solution A 2.9. See Section 7.2 for standards

6.5 FIRE SAFER AREAS

In the event of a bush fire, the Incident Controller of Fire Fighting operation will advise if an evacuation is necessary and, in conjunction with the Shire of Northam Emergency Services, direct residents to Safer Refuge Areas. These areas would have been previously identified in the current Local Emergency Management Arrangements for the Shire of Northam.

6.6 ASSESSMENT OF FIRE MANAGEMENT STRATEGIES

All the actions and recommendations in this FMP, meet the Bushfires Act and Regulations 1954 and *Planning for Bush Fire Protection* Edition 2 2010 and are sound, measurable and practical having been used and proven over time. These recommendations take into account the various costs, alternatives available, benefits for protection of residents and the wider community, the environment and biodiversity protection.

This Fire Management Plan will be implemented as condition of subdivision for the site.

It will be the responsibility of the developer to implement the provisions of this Fire Management Plan in order to seek clearance of those conditions of subdivision.

Likewise it is the responsibility of the Shire of Northam to ensure that all standards required in this Fire Management Plan are met by the developer prior to clearing any conditions of subdivision relating to this Fire Management Plan.

After any major fires that may occur during or once this development has been completed, the Shire of Northam may conduct a Post Incident Analysis of the fire, which may include identifying and implementing any changes that may be needed to improve the performance of fire prevention strategies.

6.7 IMPLEMENTATION OF THE FIRE MANAGEMENT PLAN.

This Fire Management Plan becomes operational as a condition of subdivision.

In implementing this Fire Management Plan, the following responsibilities have been determined.

6.7.1 Property Owner's Responsibilities

To maintain the reduced level of risk and threat of fire, the owners/occupiers of all lots created by this proposal will be responsible for undertaking, complying and implementing measures protecting their own assets from the threat and risk of bush fire:

- Maintaining the property in good order to minimize potential bushfire fuels to mitigate the risk of fire on the property;
- Ensuring that the lot complies with the Shire of Northam Firebreak Notice. To be carried out annually;
- Install and maintain a minimum 20 metre Building Protection Zones (annually) and Hazard Separation Zones in perpetuity. Refer to Table 3 and standards detailed in Section 7.2;
- Carrying out hazard reduction in retained vegetation to 6-8 tonnes/ha, works as detailed in Section 6.1 of this Fire Management Plan;
- Ensuring that new dwellings are constructed to AS 3959 Table 3 Section 7.2. There will be a Section 70A notification on the Certificate of Title for each Lot. Refer to Section 7.2;
- Complying with the instructions of DFES Fire Services, the Shire of Northam and/or volunteer fire services in maintaining the property or during the event of a bushfire;
- Install domestic water supply as detailed in Sections 4.8.2 and 7.2.4, check fire service outlet annually;
- Ensuring that in the event an evaporative air conditioner is installed at the property, suitable external ember screens are installed to roof mounted units and that they comply with AS 3959, check annually

6.7.2 Developer's Responsibilities

As a condition of subdivision the Developer shall be required to carry out works described in Section 6 of this Fire Management Plan to the satisfaction of the Shire of Northam and the Western Australian Planning Commission:

- All driveway crossovers are to comply with the design requirements of the Shire of Northam;

-
- Each lot is to have a 70A Notification placed on the land title advising the landowner of the existence of this Fire Management Plan.
 - Install internal roads, cul de sacs and firebreaks as detailed in Section 6.4 and standards detailed in Section 7.2.
 - Install gates as detailed in Section 6.4.1 and 7.2;
 - Maintain current low fuel reduction on all lots in the Building Protection Zone and Hazard Separation Zone prior to issue of Titles for each Lot and maintain until Lot is sold;
 - Each lot is to comply with the Shire of Northam Firebreak Notice as published annually. This is to be maintained until lots are sold;
 - Supply a copy of this Fire Management Plan and *The Homeowners Bush Fire Survival Manual, Prepare Act Survive (or similar suitable documentation)* and the Shire of Northam Firebreak Notice to each affected property purchaser on sale of the allotment;
 - Any renovations or extensions or rebuilding of houses on existing Lot will have an increased construction standard in accordance with AS 3959, each lot will be subject to a Section 70A notification being lodged on the Certificate of Title, with future landowners required to construct, renovate or extend any habitable structure on their lot in accordance with the constructions standards outlined in current version of AS3959

6.7.3 Shire of Northam

The responsibility for compliance with the law rests with individual property owners and occupiers and the following conditions are not intended to unnecessarily transfer these responsibilities to the Shire of Northam.

The Shire of Northam shall be responsible for:

- Ensuring compliance with the current adopted AS3959, of any new habitable structure, renovation or extension to existing dwellings within each lot that is required to have an increased construction standards, is undertaken at the time of Building Permit Application;
- Enforcing the Shire of Northam Firebreak Notice;
- Monitoring bush fire fuel loads in the adjoining Lots and liaise with relevant landowners to maintain safe levels;

7.0 APPENDICES

7.1 WORKS PROGRAM

The works program required in this Fire Management Plan must be implemented by the developer as a condition of subdivision approval.

Landowners will be responsible for the annual maintenance required in the Shire of Northam Firebreak Notice, annual works associated with installing and maintaining Private Driveways, Gates, Building Protection Zones and Hazard Separation Zones, and hazard reduction in Jarrah/Marri retained vegetation as detailed in this Fire Management Plan.

Prior to issue of Titles and Ongoing Maintenance

Activity	Responsibility	Maintenance	Responsibility
Installation of crossover Standards Section 7.2.3	Developer	Checking of quality of Roads	Shire of Northam
Implement fire protection measures as detailed in Sections 6.4.1 & 6.4.2	Developer	Annually maintenance required until Lots sold.	Landowner to maintain driveways and gate between lots.
Compliance with Firebreak Notice. Details Section 6.4.	Developer	Compliance with Firebreak Notice annually	Landowner
Modify fuels in setbacks to BPZ & HSZ Section 7.2.4 & 7.2.5	Developer	Annually Maintain BPZ & HSZ in perpetuity	Developer until Lot is sold then landowner
Section 70 A notification on Title of each Lot advising FMP applies to each Lot	Developer	Maintain Lot in accordance with Landowners responsibilities	Landowner
Provide a copy of following on sale of Lot:- Fire Management Plan Home Owners Survival Manual Prepare Act Survive Fire Control Notice	Developer	Landowners to familiarise themselves and annually update actions in the event of fire and annual maintenance of the above	Landowner

Prior to Building Permit

Activity	Responsibility	Maintenance	Responsibility
A Fire Consultant may re-assess AS 3959 BAL as part of Building Permit Application	Landowner	Landowner to ensure Building design complies with relevant AS 3959 BAL rating	Shire of Northam to approve Building Permit application

7.2 GUIDELINES SPECIFICATIONS AND MINIMUM STANDARDS

The following section outlines the required specifications and minimum development standards that are required under this Fire Management Plan.

7.2.1 Public Road A2.1 & A2.2

Public roads meet the following requirements:

- minimum trafficable surface: 6 metres
- horizontal clearance: 6 metres
- vertical clearance: 4 metres
- maximum grades: 1 in 8
- maximum grade over <50 metres: 1 in 5
- maximum average grade: 1 in 7
- minimum weight capacity: 15 tonnes
- maximum crossfall: 1 in 33
- curves minimum inner radius: 12 metres

7.2.2 Cul De Sac

Cul-de-sacs (including dead end roads) are generally not encouraged in bush fire prone areas. Where used, however, cul-de-sac standards are to be as follows:

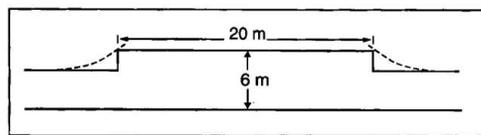
- maximum length: 200 metres (if emergency access is provided between cul-de-sac heads maximum length can be increased to 600 metres provided no more than 8 lots are serviced)
- minimum trafficable surface: 6 metres
- horizontal clearance: 6 metres
- maximum grades: 1 in 8
- maximum grade over <50 metres: 1 in 5
- maximum average grade: 1 in 7
- minimum weight capacity: 15 tonnes
- maximum crossfall: 1 in 33
- curves minimum inner radius: 12 metres
- as per turn around area requirements – including 21 metre diameter head.

7.2.3 Private Driveways

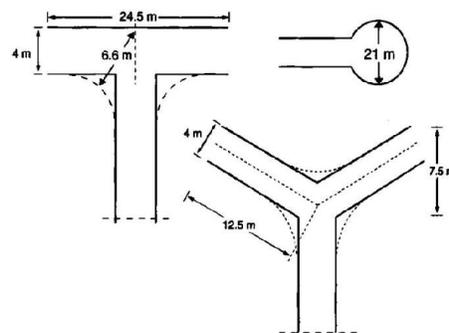
Constructed private driveways meet the following requirements:

- required where the house site is more than 50 metres from a public road;
- Minimum trafficable surface: 6 metres;
- Horizontal clearance: 6 metres;
- Vertical clearance: unlimited vertical clearance;
- Maximum grades: 1 in 8;
- Maximum grade over less than 50 metres: 1 in 5

- Maximum average grade: 1 in 7;
- Minimum weight: 15 tonnes;
- Maximum crossfall: 1 in 33
- Curves minimum inner radius: 12 metres
- Turn around areas designed to accommodate 3.4 fire appliances and to enable them to turn around safely every 500 metres and within 50 metres of a house;
- Passing bays every 200 metres with a minimum length of 20 metres and minimum width of 6 metres. Total length of battle axe is less than 200 metres. Turn around area will be established just inside proposed lot 71.



Passing bay measurements.



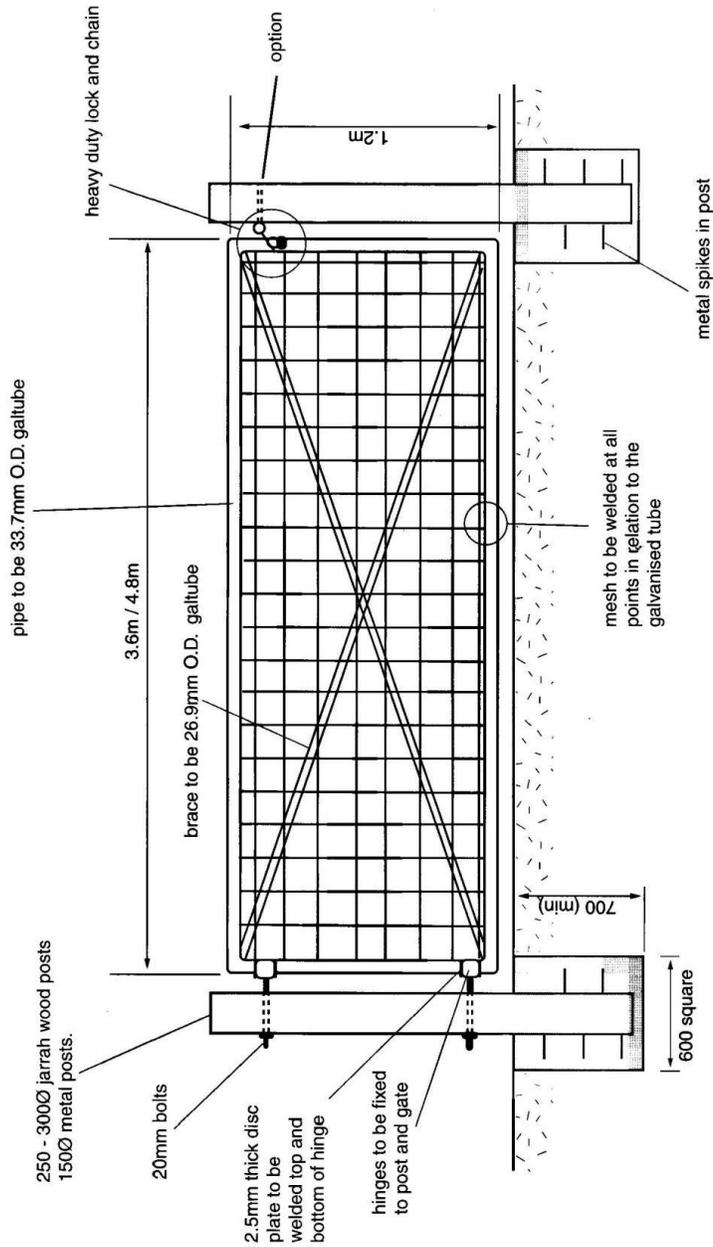
Turn around area measurements.

7.2.4 Rural Gates A2.8

All gates used to restrict traffic on emergency access ways and fire service access routes meet the following requirements:

- minimum width 3.6 metres
- design and construction: to be approved by relevant local government
- emergency access way gates: must not be locked
- fire service access route gates: may be locked but only with a common key that is available to local fire service personnel
- Signposted.

See diagram next page.



Note: Mesh to be metric mesh 46G5 and galvanised finish complete with fittings.

7.2.5 Firebreaks A2.9

Lots greater than 0.5 hectares must have an internal perimeter firebreak of a minimum 3 metres width.

7.2.6 Building Protection Zone

The aim of the Building Protection Zones (BPZ) is to reduce bush fire intensity close to buildings, and to minimise the likelihood of flame contact with buildings.

The Building Protection Zone is a low fuel area immediately surrounding a building complying with *Planning for Bush Fire Protection Acceptable Solution A4.3*.

A 20 metre Building Protection Zone is to apply around all dwellings and must fulfil the following conditions:

- The minimum width of the BPZ is to be 25 metres measured from any external wall of the building or asset.
- The location of the BPZ is to be within the boundaries of the lot on which the building or asset is situated.
- Loose flammable material within the BPZ should be removed to reduce the fuel load to less than 2 tonnes per hectare and this is to be maintained to this level.
- All grasses within the BPZ are to be maintained to a height of a maximum 25mm.
- The crowns of trees within the BPZ should be separated where practical such that there is a clear separation distance between adjoining tree crowns.
- Prune lower branches of trees within the BPZ (up to 2 metres off the ground) to stop a surface fire spreading to the canopy of the trees.
- There are to be no tree crowns or branches overhanging the building or asset and a minimum horizontal clearance of 2 metres is required between tree branches and buildings or assets.
- Do not clump shrubs close to building. Ensure that there is a gap of at least 3 times the height (at maturity) of the shrub away from the building.
- Trees or shrubs in the BPZ are to be cleared of any dead material.
- Fences, sheds and structures within the BPZ should be constructed of non-flammable material and be clear of trees and shrubs as per building requirements.
- Gas Cylinders should be isolated from the Flame Zone and should be stored in an area that is clear of all flammable material. Gas vent valves should face away from the building and anything flammable. Gas cylinders should be securely tethered with non-flammable fastenings to prevent toppling over.
- Fire wood storage should be at least 20 metres from the building unless contained in sealed nonflammable container.
- Driveways and access ways must allow for the safe passage of a fire appliance¹ to all buildings and assets on the land.
- Roof gutters should be free of leaves and other combustible material.
- Roof mounted evaporative air coolers should be fitted with ember proof screens to the filter media to reduce the possibility of bushfire embers igniting the air cooler.

It is further recommended that property owners, where possible and practical, further extend the width of the defensible space around assets by reducing fuel loads and fire hazards.

NOTE:

- The purpose of the BPZ is to reduce flammable fuel in the immediate vicinity of structures and other assets to reduce the bushfire attack level in accord with Australian Standard AS3959 section 2.
- The requirements for BPZ within Western Australia for new buildings are specified in “*Planning for Bushfire Protection guidelines edition 2*” Element 4.
- Maintained gardens are not classed as flammable for the defendable space.
- Areas such as pathways, drives, lawn, vegetable gardens, pools etc all serve to reduce fire intensity and will form an integral part of any BPZ. The effectiveness of these in reducing the risk of fire damage to a building is enhanced if these areas are close to the building.

Landowners are also required to install BPZ as part of Site works when constructing a dwelling on a Lot and maintain building protection zones in perpetuity in accordance with this fire management plan.

7.2.7 Hazard Separation Zone

Hazard Separation Zone Standards are:-

- A 15 metre Hazard Separation Zone is to be installed around the Building Protection Zones;
- Bush fire fuel loadings must be maintained within the Hazard Separation Zone to a maximum of 4-6 tonnes/ha.
- Dry grass is to be slashed to 25 mm in height
- All accumulated litter, twigs, bark of trees, fallen tree branches and logs should be removed from the area on a regular basis prior to and during the Bush Fire Season.

Hazard Separation Zones are to be installed by Landowners as part of Site works prior to construction of a dwelling. Removal of bush fire fuels may be carried out by burning or mechanical means. If burning is used it must be carried out in accordance with the provisions of the Bush Fires Act 1954 and the Shire of Northam Firebreak Notice and Fuel Hazard Reduction Notice.

7.2.8 Building Construction

Individual dwellings on all lots shall be designed and built to conform with:

- The Building Code of Australia; and
- AS 3959 *Construction of Buildings in a Bushfire Prone Area*;

The minimum distance of 100 metres (from vegetation rated ‘Moderate’ or ‘Extreme’) may be reduced in compliance with AS 3959. Under AS 3959 as the distance from the vegetation is reduced, the construction standard must be increased. Table 2.4.3 AS 3959 sets out this relationship and Section 2 of AS 3959 details the methodology of determining the Bushfire Attack Level (BAL).

BAL (Bushfire Attack Level) Determination Using Methodology from Section 2.2.1 of current adopted AS 3959- 2009 and Table 2.4.3 which applies to both proposed Lots:

Table 3 Summary of Determination of BAL using Fire Danger Index 80

Vegetation Class	Setback from Vegetation (meters)	Slope	BAL	Construction Standard AS 3959-2009	BPZ (metres)	HSZ (metres)
B Woodland	31-43	5°-10°	19	S. 3 & 6	20	15

All new dwellings, renovations or extensions will comply with AS 3959-2009 BAL 19. A Fire Consultant at the landowners cost may carry out a further bush fire assessment prior to dwelling construction to confirm or provide an updated AS 3959 BAL rating.

All new dwellings are to be a minimum of 35 metres from each Lot boundary so as to comply with the minimum BAL 19 construction standard site.

As a result of ember attack evaporative air conditioners can be the cause of a fire starting in a building. It is a requirement that the roof unit of an evaporative air conditioner is enclosed in a suitable external ember protection screen. More information is available at www.dfes.wa.gov.au and in AS 3959.

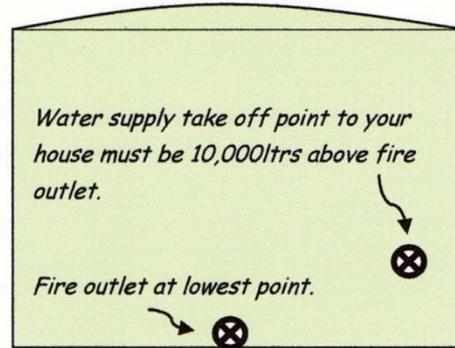
7.2.9 Domestic Water Supply

Each landowner is to supply their domestic water (minimum 120,000 litre tank).

Each property shall at all times store a minimum of 10,000 litres of water for fire fighting purposes and each owner shall be responsible to replenish water used by fire fighters at the property owner's cost.

To enable standardisation of access to this supply, each private domestic vessel shall be fitted with a minimum 50mm Gate Valve and a 50 mm male camlock fitting with a blanking cap. This coupling and valve shall be installed and maintained in a correct operating condition at all times at the property owner's expense. The fire fighting outlet is to be placed at the bottom of the tank and the domestic outlet above the bottom of the tank so that 10,000 litres of water remain in the tank at all times.

The domestic vessel shall be located in an area that will enable fire appliances to back up onto hardstand area to within 6 metres from the tank. Access is to be suitable for a large 15 tonne fire appliance with a 21 metre turning circle or as shown in the diagram in Section 6.2.4. Ensure fittings comply with Shire of Northam specifications.



7.3 GLOSSARY

Acceptable Solution

A statement describing an acceptable means of complying with the requirements of corresponding performance criteria.

Appliance or Fire Appliance

A fire fighting appliance (vehicle) with structural, grass and bush fire fighting capabilities, with either a 2000 litres water capacity (2.4 appliance) or a 3000 litre water capacity (3.4 appliance) and four (4) wheel drive.

BAL – (abb) Bushfire Attack Level.

Bushfire Attack Level – an assessed rating of a site's risk to a bushfire, based on vegetation type, slope of the land and its proximity to buildings.

Building Construction Standard Buffer - An area 100 metres wide Including a Building Protection Zone in which an increase in building construction standard in accordance with AS3959 will apply.

Building Protection Zone (BPZ)

Low fuel area immediately surrounding buildings. Minimum width 20 metres, increasing with slope. Maintained by the landowner.

Bush

Under the Bush Fires Act 1954 the term bush is defined to include trees, bushes, plants, stubble, scrub and undergrowth of a kind whatsoever whether dead or alive and whether standing or not standing.

Bush Fire or Wildfire

A general term used to describe fire in vegetation that is not under control.

Bush Fire Hazard.

The flammability, arrangement and quantity of vegetation, dead or alive, that can be burnt in a bush fire. Development is to be avoided in extreme bush fire hazard designated areas.

Bush fire prone area - for the purposes of this fire management plan, a bush fire prone area is an area that has been declared as such by the relevant local government responsible for an area. Once an area is declared bush fire prone, then AS 3959 applies to new residential development in it.

Bush Fire Risk

The chance of a bush fire starting that will have harmful consequences on life and property. It is measured in terms of consequences and likelihood and arises from the interaction of hazards, communities and the environment.

Development Application

An application for approval to carry out a development under either a local planning scheme or regional planning scheme.

Dwelling setback – the horizontal distance between a wall of the dwelling at any point, and an adjacent lot boundary, measured at right angles (90 degrees) to the boundary.

DFES

The Department of Fire and Emergency Services of Western Australia previously FESA.

Emergency Access Way

Road not normally open but available to the public (using two wheel drive vehicles) for evacuation during a bush fire emergency.

Fire Break or Firebreak

Any natural or constructed discontinuity in a fuel bed used to segregate, stop and control the spread of a bush fire or to provide a fire line from which to suppress a bush fire. This is an area cleared to reduce the risk of bush fire damage.

FDI- Fire Danger Index

The chance of a fire starting, its rate of spread, its intensity and the difficulty of its suppression, according to various combinations of air temperature, relative humidity, wind speed and both the long and short- term drought effects.

Fire Protection

A generic term used to describe the range of services and systems used to mitigate the impact of fire on the community. It encompasses both fire prevention and emergency response.

Fire Management Plan

Ongoing, dynamic document that sets out the medium to long term mitigation strategies for fire hazards and risks in particular developments within local government areas.

Fire Services Access Route

Accessible by heavy four wheel drive fire fighting vehicles.

Fuel Reduction also Hazard Reduction

Removal and modification of bush fire fuel, or increase in building construction standards or a combination of the two.

Hazard Separation Zone (HSZ)

The fuel reduction area between an area bush fire hazard and the buildings (and associated building protection zones) of a development.

Low Fuel Area

An area 100 metres wide of reduced bush fire fuels that is required to surround a Stage of land release and negates the need to increase the standard of dwelling construction on the edge of the Stage of land release. It complies with the Building Protection Zone standards is temporary until the next stage of land is cleared for release.

Performance Criteria.

Statement which specifies the outcomes required for the protection of life and property from bush fires.

Structural Fire

A fire in a building.

8.0 FIRE MANAGEMENT PLAN COMPLIANCE CHECKLIST FOR PERFORMANCE CRITERIA AND ACCEPTABLE SOLUTIONS

PROPERTY DETAILS: Lot 1 Chitty Road and Lot 2 Augustini Road, Bakers Hill
Local Government: Shire of Northam

Element 1: Location

Does the proposal comply with the performance criteria by applying acceptable solution A1.1?
Increased building construction and appropriate BPZ & HSZ

Yes No

Element 2: Vehicular Access

Does the proposal comply with the performance criteria by applying acceptable solution A2.1?

Yes No

Does the proposal comply with performance criteria by applying acceptable solution A2.2?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.3?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.4?
Not applicable

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.5?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.6?
Not Applicable

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.7?
Not Applicable

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.8?
Gate to Shire standard

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.9?
Complying with Shire of Northam Firebreak Notice

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A2.10?
Not Applicable

Yes No

Element 3: Water

Does the proposal comply with the performance criteria by applying acceptable solution A3.1?
Not applicable

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A3.2?

Yes No

Fire Management Plan Lot 1 Chitty Rd & Lot 2 Augustini Rd Shire of Northam

August 2013

Domestic Water includes 10,000 litres for fire fighting

**Does the proposal comply with the performance criteria by applying acceptable solution A3.3?
Not Applicable**

Yes No

Element 4: Siting of Development
Does the proposal comply with the performance criteria by applying acceptable solution A4.1?
BPZ, HSZ and increased dwelling construction

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A4.2?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A4.3?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A4.4?

Yes No

Does the proposal comply with the performance criteria by applying acceptable solution A4.5?
Not Applicable

Yes No

Element 5: Design of Development
Does the proposal comply with the performance criteria by applying acceptable solution A5.1?

Yes No

The development uses acceptable solutions as appropriate to meet the requirements under performance criterion P5.

Does the proposal comply with the performance criteria by applying acceptable solution A5.2?
Not Applicable

Yes No

Applicant Declaration:

I declare that the information provided is true and correct to the best of my knowledge.

Name of Person Preparing the Fire Management Plan:

Full Name: *B.W. Harris* for FirePlan WA

Date: 10/08/2013

Developer:

Full Name: _____ Signature: _____ Date: _____

ENVIRONMENTAL MANAGEMENT PLAN
TPS AMENDMENT No 25
LOT 1 CHITTY ROAD & LOT 2 AUGUSTINI ROAD,
BAKERS HILL, SHIRE OF NORTHAM

prepared for

SHIRE OF NORTHAM

on behalf of

Landowners

by



LAND ASSESSMENT PTY LTD
5/27 York Street, SUBIACO WA 6008
Tel: (08) 9388 2427
Company Report No. 1303

April 2013

Amendment 25: Environmental Management Plan

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ATTACHMENT

- A.** Extract from TPS No 3 Schedule 11- Rural Smallholding Zones.

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Amendment 25: Environmental Management Plan

1.0 INTRODUCTION

On March 16 2012, Amendment No 25 to Town Planning Scheme No 3 (District Zoning Scheme) for the Shire of Northam reclassified the area comprising former Lot 1 Chitty Road and Lot 2 Augustini Road Bakers Hill, from 'Agriculture – Local Zone' to the 'Rural Smallholdings Zone'.

The Scheme Amendment followed on from planning and environmental studies undertaken by the landholders in accordance with the requirements of the Shire of Northam Local Planning Strategy (2005). These studies included a land capability assessment (Land Assessment 2010) which demonstrated to the satisfaction of the Shire of Northam that the land was suitable for subdivision in accordance with the following criteria;

- *not located on land identified as having significant agricultural potential*
- *conservation attributes are not compromised;*
- *not located within any defined floodplain;*
- *risks of land and water degradation are minimal; and*
- *detailed site analysis demonstrating the land is capable of sustaining the proposed form of development and use.*

The detailed site analysis / land capability assessment involved mapping of landform and soil types (land units) and assessment of risk factors such as watercourse pollution, waterlogging, soil erosion and excavation or drainage issues associated with areas of rock outcrop.

In combination with vegetation mapping (remnants and replanted areas) the capability assessment provided the basis for subdivision design and location of building envelopes to be responsive to the environmental conditions of the site. Figure 1 shows a copy of the resulting subdivision guide plan for the proposed 37 lot 'rural smallholdings' subdivision as an overlay to an aerial photograph, and with annotations that highlight matters of relevance to environmental management.

Amendment 25: Environmental Management Plan

Prior to the actual subdivision of the land, it is a requirement of the Shire of Northam that an Environmental Management Plan (EMP) be prepared to address the following issues;

- Vegetation protection
- Drainage and nutrient management
- Watercourse protection, and
- Other areas for protection and rehabilitation.

Attachment A provides a copy of the relevant portion of Schedule 11 of the Town Planning Scheme specifying the conditions for approval of the Scheme Amendment, including Condition No 3, the EMP.

A full description of the nature and ability of the land to accommodate the proposed 37 lot development without any significant risk to the environment is provided in the land capability report (Land Assessment 2010) which is essentially a companion reference document to this Environmental Management Plan. A copy of the land capability report is held by the Shire, and the remainder of this EMP document addresses the specific issues outlined in Schedule 11 of the Scheme and with reference to areas and notations on the proposed subdivision guide plan (Figure 1).

It should be noted that in accordance with good environmental planning practice, the major effort in ensuring environmental issues are appropriately addressed has occurred 'up-front' during the (environmentally responsive) subdivision design process, and as a result of the existing landholder's re-vegetation initiatives. This ensures that future landholders, and the Shire, are not burdened with excessive on-going responsibilities for environmental management matters.

Amendment 25: Environmental Management Plan

2.0 VEGETATION PROTECTION

Figure 1 identifies the vegetation protection areas as shaded green. This vegetation is broadly classified into two types based on topography as follows;

- On lateritic uplands ('Yalanbee' land units*) within proposed Lots 9, 10, 12, 15 and 16 - a medium woodland of jarrah, wandoo and powderbark wandoo, and
- On valley slopes ('Leaver' and 'Michibin' land units*) within remaining proposed lots – a medium woodland of marri and wandoo

The total area identified for vegetation protection is approximately 29 ha where no clearing is permitted except that necessary to provide for roads, other infrastructure, fire management, and building development within approved building envelopes.

By reference to Figure 1 it can be seen that just five of the proposed thirty seven lots, being numbers 10, 11, 12, 14 and 15, are likely to require minor clearing within the approved building envelopes.

Outside of building envelopes the protection areas are comprised of approximately 14 ha of remnants of the original vegetation, and a further 15 ha that has been revegetated by the existing landowners since the time of purchase.

The revegetation has been undertaken with complimentary native species to enhance landscape and environmental values. Figure 2 identifies the replanted areas, all of which are currently fenced for stock exclusion. The remaining remnant vegetation areas are unfenced and contain mature trees with an understorey generally depleted by grazing activity.

* refer to mapping and descriptions within Land Capability Report

 Amendment 25: Environmental Management Plan

2.1 Management responsibility of future landholders

1. No clearing of any native vegetation. (In accordance with the Shire's general development requirements for the Rural Smallholding zone, and with only limited specified exclusions – see below*) – This affects all proposed lots.

2. Retention and maintenance of existing fencing around replanted areas. (green areas within Figure 2) – This affects proposed Lots 1, 3 - 5, 11, 14, 17 - 19, 22, 23, 25, 26, 31, 33 - 37.

3. In the event of approval being granted for keeping of livestock, any remaining remnant vegetation identified for protection within the relevant lot needs to be fenced. (i.e. the remnant vegetation areas that are uncoloured within Figure 2 but are shaded green within Figure 1). – This affects proposed Lots 1, 2, 3, 9, 19, 20, 21, 28 and 30. **

Footnotes to Future Landowner Responsibilities

* Under the Town Planning Scheme's general development requirements for the Rural Smallholding zone, no indigenous tree or other substantial vegetation may, unless with the approval of the Shire, be felled, removed or damaged, except;

- (a) trees which are dead, diseased or dangerous;
- (b) for each lot within an area (building envelope) not exceeding 2000 m² for the purpose of a house and outbuildings;
- (c) for fences, access-ways and firebreaks required by a regulation or bylaw.

** Although Figure 1 shows proposed Lots 10, 12, 13, 15, 16 with significant areas for protection, the extent of remnant vegetation on these lots is likely to preclude any keeping of livestock unless this is deemed desirable as a fire protection measure.

(Note: Shire approval for keeping of livestock is required under condition 4 of Schedule 11 – refer Attachment A).

Amendment 25: Environmental Management Plan

3.0 DRAINAGE AND NUTRIENT MANAGEMENT

Condition (No 8) under Schedule 11 specifies;

Stormwater drainage shall be controlled through appropriate drainage systems to avoid erosion and discharge while maintaining natural flow of discharge at predevelopment levels and shall be to the satisfaction and specifications of the local government.

The storm automation (presumably meant to be 'stormwater management') system should be designed in accordance with the guidelines contained within the 'Stormwater Management Manual of WA' (Department of Water 2004).

Key elements of these guidelines include;

- Protecting stormwater quality
- Protecting infrastructure from flooding and inundation
- Minimising runoff
- Maximising local infiltration, and
- Making the most of nature's drainage (i.e. retain natural channels and restore / protect riparian vegetation – see Section 4 Watercourse Protection).

Control of nutrient inputs to natural waterways is an integral part of stormwater management, and has been addressed through the subdivision design process under which, in accordance with conditions of Schedule 11 (Attachment A);

- all building envelopes have been located to ensure that on-site waste water treatment and disposal facilities meet the minimum setback requirements from watercourses and wetlands.

Amendment 25: Environmental Management Plan

- a watercourse protection area has been established within which the riparian vegetation is to be protected (and in places enhanced) and livestock access prevented by fencing.

Furthermore, in recognition of the contribution made by animal excrement to nutrient loads within stormwater runoff, and in accordance with Condition 4 of Schedule 1, any application for a rural pursuit that involves the stabling and keeping of stock (including horses) is to be accompanied by a stock management plan. Also, as specified under Condition 12, stocking rates shall not exceed those recommended by the Department of Agriculture and Food.

3.1 Management responsibility of the proponent

- 1. As part of the subdivision approval stage, the proponent shall liaise with the Shire of Northam to ensure all elements of the stormwater management system (such as design of swale drains) are to its satisfaction and specifications.***

3.2 Management responsibility of future landholders

- 1. Prior to any stabling and keeping of stock (including horses) an application accompanied by a stock management plan needs to be made to, and approved by, the Shire.***
- 2. In the event of approval, stocking rates shall not exceed those recommended at that time by the Department of Agriculture and Food.***

Amendment 25: Environmental Management Plan

4.0 WATERCOURSE PROTECTION

Figure 1 shows the designated watercourse protection areas which encompass part of Clackline Brook as it traverses the south eastern portion of the subject land, as well as the two un-named, seasonally active, drainage gullies.

The shape and extent of these protection areas is based on biophysical factors (topography, riparian vegetation and soil type) identified during the property-specific land unit mapping and capability assessment (Land Assessment 2010).

4.1 Management responsibility of future landholders**1. *Within the watercourse protection areas there is to be;***

- ***No clearing of vegetation***
- ***No further construction of dams***
- ***No development of buildings or other structures, and***
- ***No keeping of livestock***

2. *Retention and maintenance of fencing around the watercourse protection areas.*

These responsibilities affect proposed Lots 1, 5 19, 23 and 32 – 37.

5.0 OTHER AREAS FOR PROTECTION AND REHABILITATION.

Based on the extent of vegetation protection areas (approximately a third of the property), and the assessment of land degradation factors as part of the land capability report (Land Assessment 2010), no additional land rehabilitation measures are considered necessary.

In relation to preservation of rural amenity, landscape buffers are required to be provided and maintained adjacent to Chitty Road to the satisfaction of the Local Government. (Refer to condition 11 of Schedule 11 in Attachment A).

Figure 1 shows the area for the proposed 'Complimentary Planting to Chitty Road' as well as additional 'Proposed New Planting' (yellow shaded) areas.

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The latter are intended to visually shield future residences subject to there being no conflict with the requirements of the approved Fire Management Plan (FirePlan WA - in preparation).

The *Native Vegetation Handbook for the Shire of Northam* (Weaving 1999) provides lists of species for different soil landscapes in order to assist the choice of suitable endemic species for revegetation purposes. Within the subject land the land capability report (Land Assessment 2010) show all areas proposed for further planting occur on valley slopes ('Leaver' and 'Michibin' land units) where the original native vegetation is a medium woodland of marri and wandoo. In accordance with the Native Vegetation Handbook the recommended species for revegetation within these units are as shown in Table 1.

TABLE 1: RECOMMENDED SPECIES FOR REVEGETATION

Marri-wandoo		
Botanical Name	Common Name (if known)	Notes
<i>Corymbia calophylla</i>	marri	tree
<i>Eucalyptus wandoo</i>	wandoo	tree
<i>Eucalyptus laelae</i>	Darling Range ghost gum	tree
<i>Xanthorrhoea preissii</i>	grasstree	small tree
<i>Macrozamia riedlei</i>		small tree
<i>Nuytsia floribunda</i>	Christmas tree	small tree
<i>Dryandra sessilis</i>	parrot bush	tall shrub
<i>Daviesia horrida</i>	prickly bitter pea	tall shrub
<i>Hakea cristata</i>	snail hakea	tall shrub
<i>Hakea trifurcata</i>	two-leaf hakea	tall shrub
<i>Acacia pulchella</i>	prickly Moses	small shrub
<i>Dryandra nivea</i>	couch honeypot	small shrub
<i>Hibbertia hypercoides</i>	yellow buttercups	small shrub
<i>Hibbertia montana</i>		small shrub

Based on work conducted by the Eastern Metropolitan Regional Council's Environmental Services Branch (EMRC 1997), recommended densities for revegetation are as follows;

- Trees – 1 tree/ 10 m² or 1000 stems / hectare
- Shrubs – 1 shrub every 2 – 3 m² or 4000 plants / hectare

Amendment 25: Environmental Management Plan

These planting densities are considered appropriate for the Bakers Hill locality, and after planting, follow-up weed control in spring and /or summer is also recommended.

5.1 Management responsibility of the proponent.

1. *Establishment of vegetation and fencing associated with the proposed complimentary planting area adjacent to Chitty Road, and the proposed new planting areas.* Vegetation planting should be undertaken during the subdivision development stage and within the double cross-hatched and yellow areas as shown in Figure 1 unless deemed undesirable under the approved Fire Management Plan (FirePlan WA in prep). – This affects proposed Lots 3 – 8, 11, 14, 18, 21, 24 – 30, and 32.

5.2 Management responsibility of future landholders.

1. *Maintenance of any fencing associated with the proposed complimentary planting area adjacent to Chitty Road and the proposed new planting areas* (refer double cross-hatched, and yellow areas respectively within Figure 1). – This affects proposed Lots 3 – 8, 11, 14, 18, 21, 24 – 30, and 32.

Amendment 25: Environmental Management Plan

6.0 REFERENCES

Department of Water (2004 - 2007) *Stormwater Management Manual for Western Australia: a component of integrated water cycle management.*

EMRC (1997) *Draft Shire of Mundaring Creekline Protection Policy* - prepared by the EMRC (Eastern Metropolitan Regional Council) Environmental Services Branch in association with the Shire of Mundaring. April 1997.

FirePlan WA (IN PREP) *Fire Management Plan – Lot 1 Chitty Road & Lot 2 Augustini Road, Bakers Hill, Shire of Northam.*

Land Assessment Pty Ltd (2010) *Land Capability Assessment Lot 1 Chitty Road & Lot 2 Augustini Road, Bakers Hill, Shire of Northam.* Company Report No 1016 prepared for Mr Gordon Smith on behalf of Landowners. July 2010.

Shire of Northam (2005) *Shire of Northam Local Planning Strategy* – prepared by O'Brien Planning Consultants, M J Lundstrom Pty Ltd and Planning Enterprises March 2005.

Shire of Northam (2005) *Shire of Northam Town Planning Scheme No 3 District Zoning Scheme* – prepared by the Department of Planning. Original Town Planning Scheme Gazettal Date: 20 May 2005. Updated to include subsequent amendments.

Weaving, S. (1999) *Native Vegetation Handbook for the Shire of Northam* – produced by Spatial Resource Information Group, Agriculture Western Australia in association with Greening Western Australia.

ATTACHMENT A

EXTRACT FROM TPS 3

SCHEDULE 11

RURAL SMALLHOLDING ZONES

EXTRACT FROM TPS 3

SCHEDULE 11 - RURAL SMALLHOLDING ZONES

Lots 1 and 2 Chitty and Augustini Roads, Bakers Hill. (AMD 25 GG 16/03/12)

Conditions

1. Subdivision shall generally be in accordance with the Subdivision Guide Plan prepared for the subject land as adopted by the local government and endorsed by the Western Australian Planning Commission and any approved modification thereto.

2. Second hand transportable dwellings shall not be permitted.

3. The subdivider shall prepare and implement an Environmental Management Plan to the satisfaction and approval of the local government prior to the subdivision of the land. The plan shall include—

(a) vegetation protection except that necessary to provide for the provision of roads, other infrastructure and building development within building envelopes as approved by the local government;

(b) drainage and nutrient management; and

(c) 'Watercourse Protection Areas' the extents of which are to be determined after consultation with the relevant government agency, and where the following will apply—

- Except with the approval of the local government, the clearing of trees except for the purpose of fire-breaks or fences is prohibited and, in order to assist in reducing erosion, planting of vegetation indigenous to the area shall be undertaken by the subdivider to the satisfaction of the local government;

- except with the approval of the local government and only after consultation with the relevant authority, the construction of dams or artificial retention flow, pumping, diversion of water or modification of stream course bed or banks is prohibited;

- development of buildings or other structures is not permitted; and

- with the intention of preventing degradation of the streams and their contiguous areas, the keeping of livestock in the area is prohibited and the area is to be fenced to preclude livestock;

(d) The areas identified for protection and rehabilitation, including revegetated areas, are to be maintained by the owners in accordance with the adopted Environmental Management Plan. There shall be no planting of non- indigenous species outside of the building envelope of each lot. The keeping of livestock shall not be permitted in these areas which are to be fenced to exclude stock where approval has been granted on adjacent land for the keeping of livestock.

4. Any application for a rural pursuit that involves the stabling and keeping of stock (including horses) is to be accompanied by a stock management plan to the satisfaction and approval of the local government. The stock management plan shall require all native vegetation and any area recognised for protection or rehabilitation in the Environmental Management Plan to be fenced.

5. All buildings and on-site waste water treatment and disposal are to be confined to the building envelope for each lot. All building envelopes shall be—

(a) shown on the Subdivision Guide Plan;

(b) located to avoid as far as practicable, the removal of any native vegetation or any area recognised for protection or rehabilitation identified on the Subdivision Guide Plan or the Environmental Management Plan; and

(c) located to ensure that on-site waste water treatment and disposal facilities meet the minimum setback requirements from watercourses and wetlands.

6. The subdivider shall prepare a Fire Management Plan that identifies the need for, and the construction requirements relative to strategic firebreaks, water supplies and equipment and any other fire management requirements that may be deemed necessary, to the specification and satisfaction of the local government and the relevant government agency. The approved Fire Management Plan shall be implemented, as appropriate, incrementally consistent with staging of the subdivision or prior to the subdivision of the land as the case may require.

7. All lots to be provided with a reticulated water supply.

8. Stormwater drainage shall be controlled through appropriate drainage systems to avoid erosion and discharge while maintaining natural flow of discharge at predevelopment levels and shall be to the satisfaction and specifications of the local government. The storm automation system should be designed in accordance with the guidelines contained within the 'Stormwater Management Manual of WA' (Department of Water 2004).

9. The permissibility of uses shall be—

- (a) Dwelling (Single) (P)
- (b) Additional Accommodation (P)
- (c) Home Occupation (D): and
- (d) Rural Pursuit (D)

All other uses are not permitted (X).

10. These conditions are to read in conjunction with the Scheme requirements for the Rural Smallholdings Zone. In the event of any conflict, the provisions of this Schedule shall prevail.

11. Landscape buffers are to be provided and maintained along the Chitty Road to preserve the rural amenity to the satisfaction of the Local Government.

12. Stocking rates shall not exceed those recommended by the Department of Agriculture.

13 At the time of subdivision application, the Shire will request the subdivider to upgrade both Chitty Road and Augustini Road to the satisfaction of the local government.

Cr D G Beresford declared an “Impartiality” interest in item 13.2.4- Request For Use Of Site 19 Northam Airport For Ballooning Event - Member of Aero Club.

Cr R M Head declared an “Impartiality” interest in item 13.2.4- Request For Use Of Site 19 Northam Airport For Ballooning Event- Unpaid board member of A.C.D.F.

13.2.4 REQUEST FOR USE OF SITE 19 NORTHAM AIRPORT FOR BALLOONING EVENT

Name of Applicant:	Northam Aero Club
Name of Owner:	Shire of Northam
File Ref:	A15595
Officer:	Phil Steven
Officer Interest:	Nil
Policy:	Airport Master Plan
Voting:	Simple Majority
Date:	29 November 2013

PURPOSE

The purpose of this item is for Council to consider a request from the Northam Aero Club for to use Site 19 at the Northam Airport for the National Ballooning Championship Event in 2015.

BACKGROUND

At Council’s Meeting on 19 December 2007, Council agreed to form the new Site 19 at the Northam Airport to facilitate a Flight Instructor Training School, and accepted a proposal for transportable buildings and shade structures. The location was desirable since it was at the entrance to the Airport, and close to the public toilets.

At Council’s Meeting on 15 May 2013, Council considered a request from the Northam Aero Club for it to support the hosting of the 2015 National Ballooning Championships in Northam. Council agreed to provide \$15,000 towards hosting the event.

At Council’s Meeting on 21 August 2013, Council considered a request from the Avon Community Development Foundation (ACDF) Inc to relinquish its lease of Site 19, effective immediately. Council agreed to the request conditional upon the 13/14 Shire rates being paid, the infrastructure on site being removed, and the site being left in a clean and tidy condition

The Shire has received a request from the Northam Aero Club (NAC) and ACDF to allow the southern-most transportable unit and shade structure to be retained on Site 19, to be used for the National Ballooning Championships in mid-2015. The NAC has also

submitted a request to display signage on the building. The size is 1mx1.2m, and Council approval is sought for the wording and display of logo.

At the conclusion of the event, it is proposed for site 19 to be cleared. However Council may consider a request from Mr Hill for Council to leave the existing transportable unit and shade sail on site, and lease the site out on a commercial basis.

STATUTORY REQUIREMENTS

The lease for Site 19 has now been relinquished by ACDF, and therefore reverts to the Shire, as Airport common grounds.

Council's Policy on Airport Development requires all hangars to be factory applied painted steel clad (ie not shade cloth) and would generally not support the placement of transportable buildings. However these were supported for Site 19 on an individual basis, since it potentially was to provide significant economic benefit to the town.

The Northam Airport Master Plan does not show the development of hangars on the area described as Site 19.

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

STRATEGY S3.4: Partner with stakeholders to achieve greater community participation in recreational facilities and services.

BUDGET IMPLICATIONS

The ACDF has agreed to cover costs associated with power for the transportable unit, and to remove the unit and shade sail at the conclusion of the Ballooning Event.

The Shire has agreed to contribute \$15,000 towards the National Ballooning Event.

OFFICER'S COMMENT

Staff have considered the request from the Northam Aero Club and Avon Community Development Foundation, and in support of the National Ballooning Championships proposed for 2015, recommend that the request is granted. This is conditional on the groups maintaining the site up until the event.

In relation to the future use of Site 19, given that the Site was only made available due to a proposal from the International Flight Instructor Training School, and otherwise would not be desirable due to its noncompliance with Council's Policy and Masterplan, it is recommended that this is returned to common area (predominantly vehicle carparking) for the Northam Airport. This will decrease the risk of the Site becoming a poorly presented area (for example if the shade sails are not maintained) at the entrance to the Airport.

Alternatively if Council wishes to defer a decision on Site 19 until after the Ballooning Championships, then this could be achieved by moving recommendation 1-3 below, excluding recommendation 4. In such a case, it is envisaged that the issue would be brought to Council to consider advertising the proposal from Mr Hill, or to put the availability of the site out to tender.

RECOMMENDATION

That Council:

1. Approve of the Northam Aero Club and ACDF being custodians (including being responsible for all outgoingsof Site 19 at the Northam Airport up until and including the time of the 2015 National Ballooning Championships.
2. Grant permission for 1m x 1.2mpromotional signage, including the Shire logo, to be displayed on the southern-most transportable unit, provided that it acknowledges the Shire's contribution
3. Grant an extension until the 60 days after the conclusion of the 2015 National Ballooning Championships, to ACDF for the removal of the southern-most transportable unit and shade structure from Site 19 at the Northam Airport.
4. Do not lease Site 19 following the National Ballooning Championships, but agree to its being used as a common area for the Northam Airport.

SUBSTANTIVE MOTION/COUNCIL DECISION

Minute No C.2193

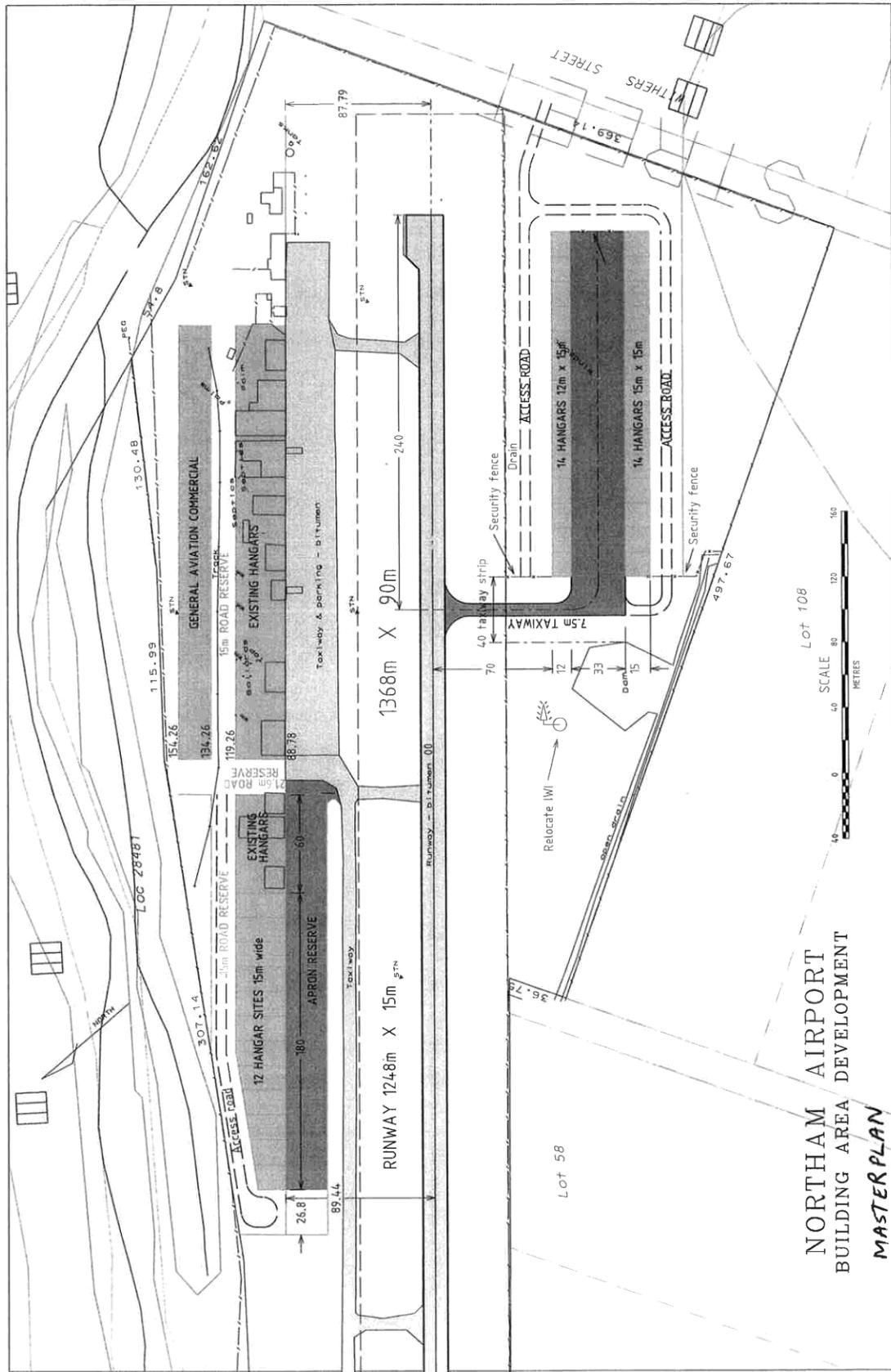
Moved: Cr D Beresford

Seconded: Cr D Hughes

That Council:

1. **Approve of the Northam Aero Club and ACDF being custodians (including being responsible for all outgoingsof Site 19 at the Northam Airport up until and including the time of the 2015 National Ballooning Championships.**
2. **Grant permission for 1m x 1.2mpromotional signage, including the Shire logo, to be displayed on the southern-most transportable unit, provided that it acknowledges the Shire's contribution**
3. **Grant an extension until the 60 days after the conclusion of the 2015 National Ballooning Championships, to ACDF for the removal of the southern-most transportable unit and shade structure from Site 19 at the Northam Airport.**

CARRIED 10/0



Northam Aero Club

P O Box 247
Northam WA 6401
Tel: 08 9622 3248



Mr Phil Steven
Shire of Northam
PO Box 613
NORTHAM WA 6401

26th September 2013

Dear Sir,

We approach the Shire to formalise the temporary handing over of Lease 19 at the Northam Airfield as an Operation Base for the 2015 Ballooning Championships.

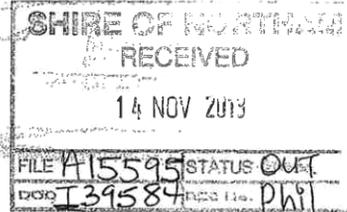
We make the request on behalf of the The Avon Community Development Foundation for the duration of the 2015 Ballooning Championships to be held in the Shire of Northam during a period yet to be determined.

Yours faithfully


Les Ballantyne
President
Northam Aero Club

Northam Aero Club

P O Box 247
Northam WA 6401
Tel: 08 9622 3248



Mr Phil Steven
Shire of Northam
PO Box 613
NORTHAM WA 6401

12th November 2013

Dear Phil,

As discussed previously with regard to the use by the Northam Aero Club on the preferred long-term use of Site 19 at the Northam Airport. Two motions were moved at our recent Committee meeting and are advised below.

1. Motion that the Northam Aero Club accepts and actively pursues with Council, that offer made by ACDF (under the terms and conditions by the ACDF), for use of Site 19 up to and including the National Ballooning Championship Event 2015, for purposes associated with that event.
2. Motion moved that Northam Aero Club advise Council that the Club preference is that the land on Site 19 be cleared after the 2015 Championship Event, and be reserved for public facility and/or Aero Club future expansion.

These motions were endorsed unanimously by the Northam Aero Club meeting of 11th Nov '13.

Yours faithfully

Les Ballantyne
President
Northam Aero Club

Phil Steven

Subject: FW: National Ballooning Championships: Lot 19 Airfield; Shire letter A15595/O27049, Allan Middleton: 23 August 13:

From: Paul Tomlinson [mailto:ptomlins@bigpond.net.au]
Sent: Tuesday, 17 September 2013 2:53 PM
To: Jason Whiteaker
Cc: Cr Denis Beresford; Gren Putland
Subject: National Ballooning Championships: Lot 19 Airfield; Shire letter A15595/O27049, Allan Middleton: 23 August 13:

Hello again Jason

May I refer to the above and acknowledge Council's agreement to terminate the lease on lot 19 at the Northam Airfield. The terms as stated are acceptable, thank you. I have recently been in the process of arranging removal of the existing infrastructure to be stored temporarily at one of our sites at the Avon Industrial Park pending determination of future use or disposal.

However, during this an opportunity has arisen whereby ACDF can assist the Shire in the facilitation of a future event of some significance to the Avon sub region.

National Ballooning Championships: *planned to be held in Northam in mid 2015.*

We understand this event of National significance has not been held in WA since 1984 and see this as being a most beneficial event and a great opportunity to further showcase Northam's benefits and attractions beyond our WA borders.

I have met with Gren Putland and am assisting in the preparatory identification of organisational necessities.

During our discussions I am aware Council has agreed to underwrite the event to \$15,000.

Gren expressed a wish and a need to utilise our lot 19 facilities.

Explaining our current plans to divest and move we agreed on the following - subject to Council's endorsement:

* retention of the southernmost unit and shade cloth structure until the event is over.

This facility is required as an event HQ, a met centre, a debriefing centre and an event office. The organising committee can begin using this as soon as we can give the go ahead.

*ACDF has offered the organising committee (under the banner of the Northam Aero Club) the ability to allow fixed wing aircraft to utilise the shade offered at the facility and to charge the aircraft owners accordingly and retain all proceeds against the future costs required for the National event.

* ACDF has disconnected the power to both units. We will pay for the reconnection to the southernmost unit

* ACDF is prepared to let the organising committee occupy the southernmost facilities at no cost and will maintain the required insurance cover in the interests of community benefit.

* ACDF will proceed to remove the northernmost unit and shade sail poles, making good the holes and ground under the unit.

Request for variation to Council decision re lot 19 as detailed in A15595/O27049

i. ACDF has just paid (BPay) the rates as levied for the 13/14 year, received and paid today and set at \$850.

ii. ACDF undertakes to remove the southernmost units and shade sails at the conclusion of the National Ballooning championships

iii. Council agrees to waiver all further rates and lease payments against lot 19.

iv. ACDF agrees to pay for power usage on this site up to the conclusion of the National Championships

What have we missed? This is a sincere offer to assist the Avon sub regional community maximise the benefit from this great event. Northam's neighbours should also benefit through visitation and accommodation as well as generally sharing in further promotion of our very special corner of the world.

Kind regards

Paul Tomlinson
CEO, Avon Community Development Foundation
PO Box 272, Northam WA 6401
41 Newcastle Road, Northam
Ph: 08 9622 5400
Fax: 08 9622 5300
Mob: 0428 928 002

Phil Steven

From: Peter Hill <prh@aurora.net.au>
Sent: Tuesday, 1 October 2013 11:30 AM
To: Phil Steven; prh@aurora.net.au
Subject: Northam Airfield Lot 19 lease- proposal from Peter Hill

Lot 19 Northam Airfield Lease

subject: possible transfer Lot 19 lease:

from: ACDF (Paul Tomlinson)

to : Peter Hill
prh@aurora.net.au
Mob 0450415947.
45 Frederic St
Helena Valley 6056.

Att Phil Stevens
Shire of Northam.

Dear Phil

Thank you for speaking with me today regarding Lot 19 Northam airfield.

I am very interested in taking over the lease of Lot 19 ,or part thereof, and I have had preliminary discussions with Paul Tomlinson of ACDF with regard to offering to buy the improvements on Lot 19 from ACDF.

Subject to your ongoing approval for the existing structures .

My intentions are to erect an aircraft hangar on Lot 19, with S.O.N. approval.

As a Committee member of Northam Aero Club, I am very supportive of the upcoming Balloon Championship 2015 events, and happy to be involved/offer Lot 19 amenities to the Event organisers.

I am in agreement regarding the reduction in the area of Lot 19 to be exclusive of the area bound by a line of bollards just behind the building line of existing Dongas, and the Eastern boundary fence of Withers St.

If the entire remaining area of Lot 19 may not be available moving forward:
The minimum area I would require is approx 18 me x 18 Me.(including one donga).

In fact,if you were to create Lot 19 (a)
Lot 19 (b)
Lot 19 (c) this would result in a good additional ongoing revenue stream to S.O.N.

I would be very grateful of the opportunity for an appointment to sit down with you in your Northam office to develop this proposal further,
please let me know of a time and date suitable to you.

Kind regards
Peter Hill
ARN 425481



The use of this facility has been made available by the generosity of



**Avon Community Development Foundation
&
The Shire of Northam**



13.3. CORPORATE SERVICES

13.3.1 ACCOUNTS AND STATEMENTS OF ACCOUNTS

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	2.1.3.4
Officer:	Denise Gobbart
Officer Interest:	Nil
Policy:	Nil
Voting:	Simple Majority
Date:	28 November 2013

PURPOSE

The Accounts due and submitted to the Ordinary Council Meeting on Wednesday, 18 December 2013 are attached.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2194	
Moved: Cr R Head	
Seconded: Cr K Saunders	
That Council endorse the payments for the period 1 November 2013 to 30 November 2013, as listed, which have been made in accordance with delegated authority reference number (M/F/F/Regs LGA 1995 S5.42)	
Municipal Fund Bank Vouchers 32851 to 32930	\$ 225,093.51
Trust Bank Vouchers 1779 to 1788	\$ 4,455.00
EFT Trust Bank Vouchers	
EFT15376 to EFT15381	\$ 1,900.00
Municipal Fund Bank Electronic Fund Transfer	
EFT15365 to EFT15375 and EFT15382 to EFT15592	\$ 951,809.06
Direct Debit Fund Transfer 6382.1 and 6415.1	\$ 2,812.19
Municipal Fund Bank Electronic Fund Transfer Payroll 05/11/2013	\$ 211,725.57
Municipal Fund Bank Electronic Fund Transfer Payroll 19/11/2013	\$ 217,966.40
TOTAL	\$1,615,761.73
	CARRIED 10/0

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
1779	11/11/2013 CHERYL FAY GREENOUGH	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
1780	11/11/2013 EARNEST ERVIN	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
1781	11/11/2013 JANETTE KATHERINE SEAGRIM	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
1782	11/11/2013 JOHN PROUD	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
1783	11/11/2013 STANISLAW MALINOWSKI	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
1784	15/11/2013 DAMAGED CHEQUE		
1785	15/11/2013 STALLION HOMES	REFUND OF KERB BOND FOR A15838 & A15252.	2,000.00
1786	15/11/2013 JESSICA MARSHALL	REFUND OF BOND FOR THE HIRE OF SMALL ANIMAL TRAP.	55.00
1787	15/11/2013 MELINDA ALICE DRAGTSTRA	REFUND OF KERB BOND FOR A11969.	1,000.00
1788	15/11/2013 STEPHEN CHARLES DAVIES	REFUND OF KERB BOND FOR A10803.	1,000.00
		TOTAL TRUST CHEQUE	4,455.00
EFT15365	11/11/2013 DENIS GRAHAM BERESFORD	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,726.55
EFT15366	11/11/2013 DESMOND ARNOLD HUGHES	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,726.55
EFT15367	11/11/2013 JULIE ELLEN WILLIAMS	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,966.31
EFT15368	11/11/2013 KATHLEEN DAWN SAUNDERS	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,726.55
EFT15369	11/11/2013 LLEWELLYN A W	COUNCILLOR PAYMENTS - OCTOBER 2013.	2,078.00
EFT15370	11/11/2013 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS.	177.25
EFT15371	11/11/2013 RAYMOND MILNE HEAD	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,726.55
EFT15372	11/11/2013 ROBERT WAYNE TINETTI	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,726.55
EFT15373	11/11/2013 STEVEN BRUCE POLLARD	COUNCILLOR PAYMENTS - OCTOBER 2013.	6,226.55
EFT15374	11/11/2013 TERRY MATTHEW LITTLE	COUNCILLORS PAYMENTS - OCTOBER 2013.	3,046.23
EFT15375	11/11/2013 ULO RUMJANTSEV	COUNCILLOR PAYMENTS - OCTOBER 2013.	1,921.91
		SUB TOTAL EFT MUNICIPAL	24,049.00
EFT15376	11/11/2013 DENIS GRAHAM BERESFORD	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
EFT15377	11/11/2013 DESMOND ARNOLD HUGHES	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
EFT15378	11/11/2013 STEVEN BRUCE POLLARD	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
EFT15379	11/11/2013 ULO RUMJANTSEV	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
EFT15380	12/11/2013 TERRY MATTHEW LITTLE	REIMBURSEMENT FOR NOMINATION DEPOSIT.	80.00
EFT15381	15/11/2013 MULTICON COMMERCIAL CONSTRUCTIONS	REFUND OF KERB BOND FOR A14028.	1,500.00
		TOTAL TRUST EFT	1,900.00
EFT15382	15/11/2013 AVON REGION PEST CONTROL	TREATMENT OF ACTIVE BEE NEST, SPRAY FLY & MIDGE AT THE REC CENTRE.	385.00
EFT15383	15/11/2013 IDENTITY MATTERS PTY LTD	PURCHASE OF X2 DIRTSTOPPER LOGO MATS FOR THE VISITORS CENTRE.	245.30
EFT15384	15/11/2013 NORTHAM CHAMBER OF COMMERCE	SHIRE OF NORTHAM COMMUNITY GRANT FINANCIAL YEAR 2013/2014.	66,000.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15385	15/11/2013 OXTERS CEMETERY SERVICES	PURCHASE OF ASSORTED CLEANING PRODUCTS & TOILETRIES FOR THE POUND, BERNARD PARK, APEX PARK, THE VISITORS CENTRE, ADMIN & THE WUNDOWIE PUBLIC TOILETS. PURCHASE OF X1 PARIS SMALL BROWN BUDGET CARRY BAG & X80 SILVER HEARTS LABELS FOR THE DOGS DAY OUT. CEMETERY INVOICING FOR THE 3 WEEK ENDING 01/11/2013, X1 GRAVE OPENING, X1 NEW GRAVE & X2 GRAVE CERTIFICATION.	4,154.40
EFT15386	15/11/2013 STEWARTS PHARMACY	PURCHASE OF ASSORTED FIRST AID SUPPLIES FOR THE NORTHAM & WUNDOWIE POOL.	398.48
EFT15387	15/11/2013 A & D HICKS	LICENSING OF VEHICLE AT TIME OF SALE.	426.66
EFT15388	15/11/2013 ACROMAT	PURCHASE OF X3 BADMINTON/MINI VOLLEYBALL POSTS, X3 BADMINTON NET, X6 COURT LINING TAPE & FREIGHT CHARGES FOR THE REC CENTRE.	1,487.54
EFT15389	15/11/2013 ADT SECURITY	SUPPLY & INSTALL INTEGRATED SECURITY SYSTEM FOR TWO NEW RESPIRE FACILITIES & EXISTING BUILDINGS AT KILLARA.	16,349.50
EFT15390	15/11/2013 AUSTRALIA POST	AUSTRALIA POST ACCOUNT FOR ADMIN, LIBRARY & KILLARA FOR OCTOBER 2013.	1,580.20
EFT15391	15/11/2013 AUSTRALIAN SAFETY ENGINEERS	PURCHASE OF X1 3 YEAR SERVICE, X1 SERIAL NUMBER (340147), X1 O-RING, X1 DIAPHRAGM & STRIP & SURVEY FEE FOR NORTHAM POOL.	257.71
EFT15392	15/11/2013 AVON DEMOLITION & EARTHMOVING	SUPPLY OF SITE MANAGEMENT & LOADER FUEL CARTAGE FOR X56 HOURS AT THE INKPEN WASTE SITE.	1,568.00
EFT15393	15/11/2013 AVON SERVICE SPECIALISTS	REPAIRS TO HEAD GASKET ON CANTER, N.3647.	6,043.65
EFT15394	15/11/2013 AVON TELECOMS PTY LTD	SECURITY MONITORING FOR THE AVON VALLEY ARTS SOCIETY, VISITOR CENTRE, NORTHAM SES, BURT HAWKE OVAL, WUNDOWIE LIBRARY & THE NORTHAM REC CENTRE.	325.09
EFT15395	15/11/2013 AVON TOURISM INCORPORATED	SUPPLY OF X1 UNIT ADVERTISEMENT IN 2014 AVON VALLEY HOLIDAY PLANNER & X1 UNIT ADVERTISEMENT IN THE 2014 EXPERIENCE PERTH HOLIDAY PLANNER IN THE AVON VALLEY SECTION.	730.00
EFT15396	15/11/2013 AVON VALLEY BAKERY	SUPPLY OF CATERING FOR THE MORNING TEA 05/09/2013 (FAREWELL FOR WILLIAM BASTON, SUSAN CONNELL & AUSTIN DONAGHEY, FOR THE FORUM MEETING 11/09/2013 & MORNING TEA FOR CORPORATE SERVICES 20/09/2013.	210.00
EFT15397	15/11/2013 AVON VALLEY STOCK FEED & GARDEN SUPPLIES	PURCHASE OF X4 LAYING MASH, X4 AVIARY MIX & X3 SECONDS WHEAT FOR THE WHITE SWAN COLONY. PURCHASE OF X156 LIMESTONE BLOCKS FOR MORRELL PARK & MAY STREET RESERVE.	2,445.02

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15398	15/11/2013 AVON WASTE	SUPPLY OF DOMESTIC RUBBISH (TOWN), DOMESTIC RECYCLING (TOWN), COMMERCIAL 240L RUBBISH (TOWN), BULK COMMERCIAL ALL SIZES, COMMERCIAL RECYCLING (TOWN), STREET BINS (LINED & UNLINED), BULK RECYCLING BINS (TOWN), WEEKLY BULK BINS HIRE (JUBILEE OVAL), DOMESTIC BULK BINS SERVICES, NORTHAM SWIMMING POOL SERVICES, LANDFILL (OCTOBER 2013), DOMESTIC RUBBISH (SHIRE), DOMESTIC RECYCLING (SHIRE), BULK RECYCLING BINS (SHIRE), WEIGHTED BASE STREET BINS (SHIRE) & PROCESSING CHARGES FOR OCTOBER/NOVEMBER 2013.	105,886.39
EFT15399	15/11/2013 BACK, R J	RESEARCH/PREPARATION & REPORT - ASSETS - FAIR VALUE 2013/2014	2,101.00
EFT15400	15/11/2013 BEAUREPARES	REPLACEMENT OF X3 TYRES ON MITSUBISHI CANTER, N.3647.	1,080.45
EFT15401	15/11/2013 BIBLIO FOLIO	CONSERVATION OF ARTWORKS.	4,070.00
EFT15402	15/11/2013 BLACKWELL PLUMBING PTY LTD	REPAIR TAP IN BASIN OUTSIDE TOILET & RESEAT AT KILLARA CHECKED ALL TAPS & CISTERNS IN THE TOWN HALL & PUBLIC TOILETS AT THE WUNDOWIE HALL. REPAIR BROKEN FLUSH PIPE AT THE BAKERS HILL HOOPER PARK. REPLACE BROKEN BIB TAP AT BERNARD PARK.	717.06
EFT15403	15/11/2013 BLOOMY'S FLORIST	SUPPLY OF BOXED ARRANGEMENT & DELIVERY FEE.	61.00
EFT15404	15/11/2013 BOB WADDELL CONSULTANT	ASSISTANCE WITH PREPARATION OF FINANCIAL REPORTS FOR NRCP & HACCC, ALSO CHARGE FOR TRAVEL TO KILLARA.	5,112.80
EFT15405	15/11/2013 BOC LIMITED	SUPPLY OF X1 ARGOSHIELD UNIVERSAL E2 SIZE FOR THE NORTHAM DEPOT.	159.06
EFT15406	15/11/2013 BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS.	103.45
EFT15407	15/11/2013 BULLIVANTS PTY LTD	PURCHASE OF X2 TOW CHAINS FOR HAZARD REDUCTION WORKS.	503.36
EFT15408	15/11/2013 BURGESS RAWSON (WA) PTY LTD	WATER USAGE FROM 10/07/13 TO 11/09/13 FOR PEEL TCE RAILWAY RES TOILETS.	2.17
EFT15409	15/11/2013 C & D PLANKE & SONS PTY LTD	HIRE OF BOBCAT, EXCAVATOR & LOADER FOR X50 HOURS FROM 04/10/2013 TO 08/10/2013 TO RECTIFY DRAINAGE RUFFIAN CRT. HIRE OF BOBCAT, EXCAVATOR, LOADER & LABOUR FOR X50 HOURS FROM 11/10/2013 TO 15/10/2013 FOR DRAINAGE WORKS ON BODEGUERO WAY. HIRE OF BOBCAT, EXCAVATOR, LOADER & LABOUR FOR X50 HOURS FROM 28/10/2013 TO 01/11/2013 FOR DRAINAGE WORKS ON ALMOND AVE.	22,275.00
EFT15410	15/11/2013 CARLVILLE	SUPPLY HIRE OF ROCK BREAKER & OPERATOR FOR X30 HOURS FROM 25/10/2013 TO 29/10/2013 TO RECTIFY DRAINAGE ON COOK ST.	4,455.00
EFT15411	15/11/2013 CENTRAL MOBILE MECHANICAL REPAIRS	REPAIRS ON CASE TRACTOR, N.017.	281.60
EFT15412	15/11/2013 CIVIC LEGAL	PROFESSIONAL FEES FOR PREPARING AUDIT REPORT 2012/2013.	187.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15413	15/11/2013 CLARK EQUIPMENT	PURCHASE OF X1 PIVOT WEDGE FOR BOBCAT, N.006.	- 33.59
EFT15414	15/11/2013 CLINTON DARRYL KLEYNHANS	REIMBURSEMENT FOR PRE EMPLOYMENT MEDICAL.	- 215.00
EFT15415	15/11/2013 CMT EQUIPMENT WA	PURCHASE OF X1 DCP KIT TRANSPORT CASE, X1 DCP NICKEL PLATED HAMMER, X1 HEAVY DUTY DCP ROD EXTRUDER, X1 HARDENED DCP ANGLE TIPS, X1 HARDENED PERTH SAND TIP & X3 THREAD DCP ROD WITH MARKINGS & SPANNER FLATS FOR ENGINEERING SERVICES.	- 2,109.25
EFT15416	15/11/2013 COLIN DUNCAN GRANT	CLEANING OF UNIT 6, KURINGAL WUNDOWIE.	- 260.00
EFT15417	15/11/2013 CONCRETE BY ROSSI	TO REMOVE DAMAGED FOOTPATH & REPLACE WITH NEW FOOTPATH ON BROOME TERRACE.	- 1,100.00
EFT15418	15/11/2013 COUNTRY COPIERS NORTHAM	PURCHASE OF ASSORTED STATIONARY FOR COMMUNITY SERVICES, THE REC CENTRE & GOVERNANCE FOR OCTOBER 2013.	- 689.85
EFT15419	15/11/2013 CUTLINE ENGRAVING	SUPPLY OF X2 NAME BADGES FOR BRONWYN SOUTHEE & JENNIFER RUSSELL. SUPPLY OF X1 NAME BADGE & X1 WOODEN BLOCK WITH NAME BOTH SIDES FOR CLINTON KLEYNHANS.	- 153.45
EFT15420	15/11/2013 D CLEMENTS SMASH REPAIRS	EXCESS & CONTRIBUTION ON TOYOTA HILUX, N4959.	- 1,000.00
EFT15421	15/11/2013 DEMMER IRRIGATION	SUPPLY & INSTALL AUTOMATIC RETICULATION FROM MAINS SUPPLY FOR KILLARA RESPITE.	- 5,595.26
EFT15422	15/11/2013 DEPARTMENT OF ENVIRONMENT REGULATION	RETURN & PAYMENT OF LEVY IN ACCORDANCE WITH REGULATION 18, WASTE AVOIDANCE & RESOURCE RECOVERY REGULATIONS 2008.	- 736.74
EFT15423	15/11/2013 DOWNER EDI WORKS	SUPPLY OF X18 TONNE 7MM GRANITE COLD MIX FOR ROAD MAINTENANCE.	- 3,465.00
EFT15424	15/11/2013 DUN & BRADSTREET AUSTRALIA	EXTERNAL SOLICITORS FEE FOR A15310. COURT FEE. SOLICITORS FEE. SERVICE FEE & EXTERNAL SOLICITORS FEE FOR A174. SOLICITORS FEES FOR A6, A12879 & A12488. EXTERNAL SOLICITORS FEES FOR A10799 & A15310.	- 2,004.56
EFT15425	15/11/2013 EQUAL ENTERPRISES	CLEAN UP TABLES AT BERNARD PARK 29/10/2013 & MOWING OF THE LAWN AT THE NORTHAM OLYMPIC POOL.	- 298.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15426	15/11/2013 EVERS SAFE FIRE PROTECTION	SERVICE FIRE EQUIPMENT AT THE ADMIN BUILDING, WUNDOWIE HALL, FLUFFY DUCKS, OLD WUNDOWIE FIRE STATION, WUNDOWIE LIBRARY, WUNDOWIE CLUB ROOMS, WUNDOWIE YARD, WUNDOWIE POOL, BAKERS HILL REC CENTRE, CLACKLINE HALL, NORTHAM SWIMMING POOL, OLD NORTHAM FIRE STATION, RAILWAY MUSEUM, VINTAGE AUTO MUSEUM, BERNARD PARK PLAY GROUP, MORBY COTTAGE, NEW SPORTS & REC CENTRE NORTHAM, BERT HAWKE PAVILLION, SEWARGE POND, OLD QUARRY ROAD REFUSE SITE, NORTHAM LIBRARY, QUELLINGTON HALL, GRASS VALLEY HALL, SOUTHERN BROOK HALL, AVON VALLEY ARTS, SHIRE YARD, WORKSHOP VEHICLES & SPARES, NORTHAM MENS SHED, NORTHAM TOWN HALL, NORTHAM MEMORIAL HALL, NORTHAM VISITORS CENTRE, NORTHAM SOUND SHELL, KILLARA, SOUTHERN BROOK FIRE STATION, GRASS VALLEY FIRE STATION & BAKERS HILL FIRE STATION.	2,905.10
EFT15427	15/11/2013 EXTELWEST COMMUNICATIONS PTY LTD	SUPPLY & INSTALL SAMSUNG OS7030 TELEPHONE SYSTEM WITH X8 HANDSETS AT KILLARA.	5,896.00
EFT15428	15/11/2013 CANCELLED PAYMENT	DELIVERY OF X1 OVEN FROM CATERLINK FOR THE SENIORS HALL & X1 PALLET FROM PERTH SAFET PRODUCTS FOR HAZARD REDUCTION WORKS.	167.90
EFT15429	15/11/2013 FLAT OUT FREIGHT	80.000KM SERVICE ON FUSO. REPLACE AIR COMPRESSOR & PARTS ON THE FAN CONTROL IN GRADER, N.002. REPAIR & SERVICE TRACTOR FOR REGISTRATION (PN1207). SERVICE & REPAIRS ON BACKHOE, N.3555.	12,201.40
EFT15430	15/11/2013 FREINDS GARAGE	REPAIR FENCE NEAR WATER TANK, RECTIFY REAR GATE & SUPPLY NEW HINGE, PLACE X3 PIN UP BOARDS, INSTALL X1 FIRE EXTINGUISHER & X1 FIRST AID BOX AT THE REC CENTRE. INSTALL X4 BOLLARDS AROUND GROUND HAZARD, CONCRETE AROUND BOLLARDS, SUPPLY & INSTALL CHAIN TO BOLLARDS & REVERSE DOOR HANDLE, BOBCAT WORK TO LIFT COVERS IN PLACE, BOBCAT WORK TO CLEAR RUBBISH NEAR PUMP ROOM (TAKE TO DUMP) AT THE NORTHAM POOL.	1,133.00
EFT15432	15/11/2013 GRAFTON ELECTRICS	REPAIR EXIT SIGN & EMERGENCY LIGHTS AT CLACKLINE HALL. SHIFT CONTROLS FOR TOWN CLOCK.	2,063.22
EFT15433	15/11/2013 GREENLANE SOLUTIONS AUSTRALIA	ASSISTED WITH TRACING PROBLEM & RESET SYSTEM VIA REMOTE ACCESS TO ADMIN.	99.00
EFT15434	15/11/2013 HOST AUTO REPAIRS	CARRY OUT SERVICE ON TOYOTA LANDCRUISER, 1DJA799, ISUZU, 1BMR091, ISUZU, 1BNP584 & TOYOTA, 1DAB318.	6,424.45

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15435	15/11/2013 IMMACU SWEEP	FOOTPATHS SWEEPING IN THE TOWN CBD FROM 22/09/2013 TO 28/09/2013, 29/09/2013 TO 05/10/2013, FROM 06/10/2013 TO 12/10/2013 & FROM 13/10/2013 TO 19/10/2013 & SWEEPING SERVICES IN THE SHIRE OF NORTHAM.	14,256.00
EFT15436	15/11/2013 INGS ENGINEERING W.A	SUPPLY OF X1 LINE MARKING ON OVAL FOR SPORTS.	550.00
EFT15437	15/11/2013 INLAND PLUMBING & TOTAL RETICULATION	REPAIR LEAK IN STANDPIPE AT THE DEPOT.	123.75
EFT15438	15/11/2013 J CARBINES	PURCHASE OF ASSORTED ITEMS FOR THE VISITORS CENTRE STOCK.	151.10
EFT15439	15/11/2013 JACKSONS DRAWING SUPPLIES PTY LTD	PURCHASE OF X2 SUSPENSION STRIP RODIA (07210).	262.60
EFT15440	15/11/2013 JENNIFER RUSSELL	REIMBURSEMENT FOR THE PURCHASE OF DOGS DAY OUT PRIZES.	165.00
EFT15441	15/11/2013 JO LAIRD	HIRER OF MC FOR X1 HOUR FOR THE NORTHAM AVON DESENT FLOAT PARADE.	100.00
EFT15442	15/11/2013 CANCELLED PAYMENT		
EFT15443	15/11/2013 CANCELLED PAYMENT		
EFT15444	15/11/2013 LGIS INSURANCE BROKING	INSURED: SHIRE OF NORTHAM MARKET STALLHOLDERS, CLASS: PUBLIC LIABILITY. INCEPTION 29/10/2013 TO 29/10/2013.	942.48
EFT15445	15/11/2013 LOUI'S PLANT HIRE	LIFT BROKEN BITUMEN & PREP FOR 100M CONCRETE PATH, LAY CONCRETE PATH, BOX OUT BROKEN CURB & REPLACE. BACK FILL KERBS & VERGES & SUPPLY OF TRAFFIC CONTROL ON DUKE ST. REPAIR PAVING TO FITZGERALD ST.	13,420.00
EFT15446	15/11/2013 MARGARET ROSE ARCHER	SUPPLY OF GARDENING SERVICES FROM 19/08/2013 TO 14/10/2013 AT THE ADMIN BUILDING.	960.00
EFT15447	15/11/2013 MORRISON'S	PURCHASE OF X1 PORTABLE PA WITH WIRELESS MICROPHONE & ACCESSORIES FOR COMMUNITY SERVICES.	4,287.12
EFT15448	15/11/2013 NORTHAM & DISTRICTS GLASS SERVICE	MEASURE & REGLAZE ALUMINIUM AT THE NORTHAM REFUSE SITE OFFICE. SUPPLY & FIT X 1 LH OPERA WINDOW TO FORD RANGER, N.3902.	500.50
EFT15449	15/11/2013 NORTHAM AUTO ELECTRICS	TRAVEL TO DEPOT TO LOCATE & REPAIR ELECTRICAL FAULT IN BACKHOE, N.3555.	308.65
EFT15450	15/11/2013 CANCELLED PAYMENT		
EFT15451	15/11/2013 NORTHAM CENTRAL NEWSAGENCY	SUPPLY OF X2 KOORI MAIL (MON-FRI), X23 WEST AUSTRALIANS (MON-FRI) & X4 WEST AUSTRALIANS (SAT) FROM 01/10/2013 TO 31/10/2013 FOR ADMIN. SUPPLY OF X1 AVON ADVOCATE & X4 WEST AUSTRALIANS FROM 28/10/2013 TO 31/10/2013 FOR KILLARA. WELDING RETICULATION PIPE AT JUBILEE OVAL.	52.30
EFT15452	15/11/2013 NORTHAM ENGINEERING	PURCHASE OF X8 HAY, X2 VET WRAP, X1 BETADINE, X1 SWABS & X5 ICE PACKS FOR RANGER SERVICES.	165.00
EFT15453	15/11/2013 NORTHAM FEED & HIRE		162.80

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15454	15/11/2013 NORTHAM SENIOR HIGH SCHOOL	SHIRE OF NORTHAM DONATION.	- 500.00
EFT15455	15/11/2013 PHOENIX PAINTS PTY LTD	PURCHASE OF X6 GRASSROLL FOR HENRY ST OVAL.	- 690.43
EFT15456	15/11/2013 R & JT CONTRACTORS PTY LTD	REPLACE WATER FILTERS AT THE ADMIN BUILDING.	- 187.03
EFT15457	15/11/2013 RED DOT STORES	PURCHASE OF ASSORTED ARTS & CRAFTS ITEMS FOR THE DOGS DAY OUT EVENT 2013.	- 97.79
EFT15458	15/11/2013 RIVERSEDGE CAFE - SAFFRON(WA) PTY LTD	SUPPLY OF CATERING FOR COUNCILLOR SWEARING IN CEREMONY 23/10/13.	- 330.00
EFT15459	15/11/2013 ROAD AND TRAFFIC SERVICES	SET OUT & INSTALL LINE MARKING FOR THE TOWN OF NORTHAM.	- 19,275.52
EFT15460	15/11/2013 ROCLA PIPELINE PRODUCTS	PURCHASE OF X 1 INVERT (BCNC 1201202), X 1 INVERT (BCNC 1200902), X 1 INVERT (BCNC1200602), X 3 HEADWALL (HWW4500), X 1 LONG JOINT (R27506L), X 1 RUBBER RING (RRING750), X 1 LONG JOINT (R24506L), X 1 RUBBER RING (RRING450), 1 X CARAGE CHARGE PIPELINE PRECAST (CARTPLC).	- 4,264.78
EFT15461	15/11/2013 ROWLANDS TV & VIDEO REPAIRS	SUPPLY NEW TV ANTENNA SYSTEM AT THE WUNDOWIE HALL.	- 682.55
EFT15462	15/11/2013 ROYAL LIFE SAVING SOCIETY WA	SUPPLY OF X1 CLASS FOR MORGAN ABLE (NORTHAM POOL).	- 240.00
EFT15463	15/11/2013 SHANE T SMITH CONTRACTING	EXCAVATION OF X2 LONG JUMP PITS & RUN UPS AT HENRY ST OVAL.	- 363.00
EFT15464	15/11/2013 SPECIALISED TREE SERVICE	STREET TREE POWERLINE PRUNING IN NORTHAM AS PER WESTERN POWER REQUIREMENTS.	- 19,260.00
EFT15465	15/11/2013 SPORTS POWER NORTHAM	PURCHASE OF X1 BADMINTON POSTS, X2 SHUTTLECOCKS, X3 BALL PUMP NEEDLES, X1 ELECTRIC PUMP, X1 TIMER, X26 POLOS & X1 BALL PUMP NEEDLES FOR THE REC CENTRE.	- 1,852.98
EFT15466	15/11/2013 STATE WIDE TURF SERVICES	HOLLOW CORING AT HENRY STREET OVAL.	- 4,029.30
EFT15467	15/11/2013 STEVE'S HIGH PRESSURE CLEANING	TO PRESSURE CLEAN SOUND SHELL AT BERNARD PARK	- 352.00
EFT15468	15/11/2013 THE FARM SHOP	SUPPLY OF X1 BALLOON GAS & REGULATOR VERTICAL FOR DOGS DAY OUT EVENT.	- 65.34
EFT15469	15/11/2013 TRISET BOSS BUSINESS FORMS PTY LTD	SUPPLY OF X10,000 A4 RATE INSTALMENT NOTICES & X5,000 A4 FINAL NOTICES FOR 2013/2014 RATES.	- 3,678.40
EFT15470	15/11/2013 TRISLEY'S HYDRAULIC SERVICES PTY LTD	IMPROVEMENT PROGRESS CLAIM 22/10/2013 FOR THE NORTHAM SWIMMING POOL. REMOVE & DISPOSE FILTER MEDIA, REMOVE & REPLACE LATERALS, SUPPLY & INSTALL FILTER MEDIA, REPLACE FILTER FACE PIPE MANIFOLD & SUPPLY & INSTALL 3RD FILTER.	- 51,152.34
EFT15471	15/11/2013 UHY HAINES NORTON CHARTERED ACCOUNTANTS	AUDIT CERTIFICATION IN RESPECT OF ROADS TO RECOVERY ANNUAL RETURN FOR THE YEAR ENDED 30/06/2013, IN RESPECT OF YOUR COMMUNITY HERITAGE PROGRAM & IN RESPECT OF THE PENSIONER DEFERRED RATES OUTSTANDING AS AT 30/06/2013.	- 4,015.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15472	15/11/2013 WA LIBRARY SUPPLIES	PURCHASE OF X6 EASY COVER (BUY 4 GET 1 FREE SALE) & X1 READY LETTER PLAYFUL BLUE FOR THE NORTHAM LIBRARY.	348.00
EFT15473	15/11/2013 WESTCOAST SURGICAL AND MEDICAL SUPPLIES	PURCHASE OF X2 BOXS OF GLOVES (LARGE), X2 BOXS OF GLOVES (EXTRA LARGE) & X2 ANTIBACTERIAL HAND GEL FOR THE POUND.	66.64
EFT15474	15/11/2013 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN NO. 217 INTEREST PAYMENT - CBD STREETSCAPE.	90,533.70
EFT15475	15/11/2013 WESTERN LOCKSERVICE	SUPPLY OF X8 MASTERKEYS, X8 ABLOY PADLOCK, X13 6MM REGISTERED KEY FOR THE DEPOT & LIBRARY	1,388.30
EFT15476	15/11/2013 WHEATBELT GP NETWORK (GENERAL PRACTICE)	CHARGES FOR PRE EMPLOYMENT MEDICAL FOR AMANDA MACDONALD & RON FRAYNE.	238.00
EFT15477	15/11/2013 WHEATBELT NATURAL RESOURCE MANAGEMENT	CONTRIBUTION TO NORTHAM WOMENS BIRTHING SITE EVENT.	220.00
EFT15478	15/11/2013 WILD EYED PRESS PTY LTD	PURCHASE OF ASSORTED ITEMS FOR THE VISITOR CENTRE STOCK.	309.32
EFT15479	15/11/2013 WILLIAMSON D & S	HIRE OF 6 WHEEL TIPPER-PIG & TRUCK FOR EARTH WORKS ON SPENCERS BROOK ROAD FROM 29/10/2013 (7AM-3:30PM), 30/10/2013 (7:30AM-3:30PM), 31/10/2013 (7:30AM-3:30PM) & 01/11/2013 (7:30AM-3:30PM).	4,550.00
EFT15480	15/11/2013 ZOE MACDONALD	REIMBURSEMENT FOR PRE EMPLOYMENT POLICE CLEARANCE.	63.50
EFT15481	18/11/2013 LGIS - LOCAL GOVERNMENT INSURANCE SERVICES WA	POLICY#000443 FROM 30/06/2013 TO 30/06/2014 & POLICY#000065 FROM 29/10/2012 TO 29/10/2013.	142,518.39
EFT15482	18/11/2013 LGIS INSURANCE BROKING	POLICY#60A240409PLB FOR PUBLIC LIABILITY FROM 29/10/2012 TO 29/10/2013.	251.68
EFT15483	25/11/2013 NORTHAM AERO CLUB	NORTHAM AIRPORT MANAGEMENT FOR X6 MONTHS.	3,000.00
EFT15484	25/11/2013 AVON VALLEY ARTS SOCIETY (INC)	SALE OF ASSORTED ITEMS FROM THE VISITORS CENTRE.	373.50
EFT15485	25/11/2013 GEOFABRICS AUSTRALASIA PTY LTD	PURCHASE OF X2 BIDIM GEOFABRIC & X6 TENSAR TRIAX GEOGRID FOR SPENCERS BROOK RD.	12,875.94
EFT15486	25/11/2013 OXTERS CEMETERY SERVICES	CLACKLINE & BAKERS HILL ABLUTIONS INVOICING FROM 30/09/2013 TO 01/11/2013. PURCHASE OF ASSORTED TOILETRIES FOR THE BAKERS HILL TOWNSITE, KATRINE TOILETS & CLACKLINE TOILETS. GRASS VALLEY & BAKERS HILL TOWNSITE MAINTENANCE INVOICING FROM 30/09/2013 TO 01/11/2013. CEMETERY INVOICING FOR THE FORTNIGHT ENDING 15/11/2013, X4 NEW GRAVE & X4 GRAVE CERTIFICATION	6,850.16
EFT15487	25/11/2013 PRESTIGE ALARMS	INSTALLATION OF X8 ADDITIONAL DETECTORS; REPLACEMENT OF X2 EXTERNAL SIREN KITS & CHARGES FOR 24 HOUR MONITORING OF SECURITY ALARM SYSTEM AT THE ADMIN BUILDING.	3,151.00
EFT15488	25/11/2013 CANCELLED PAYMENT		
EFT15489	25/11/2013 CANCELLED PAYMENT		
EFT15490	25/11/2013 A&M MEDICAL SERVICES PTY LTD	ANNUAL SERVICE OF NORTHAM & WUNDOWIE SWIMMING POOL.	415.93

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15491	25/11/2013 AAA TOURISM PTY LTD TA/ CLUB TOURISM PUBLISHING	WESTERN AUSTRALIA TOURING GUIDE - 1/8 PAGE FOR THE VISITORS CENTRE.	- 460.00
EFT15492	25/11/2013 CANCELLED PAYMENT		
EFT15493	25/11/2013 ALAN'S AUTO ELECTRICS	REPAIR AIR CON IN BOBCAT, N.006. ELECTRICAL WORKS DONE ON A RANGER VEHICLE.	- 795.30
EFT15494	25/11/2013 ALL-WAYS FOODS	PURCHASE OF ASSORTED CANTEEN ITEMS FOR THE NORTHAM POOL.	- 1,017.94
EFT15495	25/11/2013 ANTHONY ROSKELL	CLEANING OF THE WUNDOWIE HALL & LIBRARY FROM 23/10/2013 TO 19/11/2013.	- 500.00
EFT15496	25/11/2013 ANTONIQUE GRAY	REIMBURSEMENT OF DOGS DAY OUT EXPENSES.	- 70.30
EFT15497	25/11/2013 AUSTRALIA DAY COUNCIL OF WESTERN AUSTRALIA	BRONZE MEMBERSHIP RENEWAL 2013/14.	- 200.00
EFT15498	25/11/2013 CANCELLED PAYMENT		
EFT15499	25/11/2013 AUSTRALIAN SAFETY ENGINEERS	SERVICE TO EMERGENCY SAFETY EQUIPMENT FOR THE TREATED WASTE WATER FACILITY.	- 414.57
EFT15500	25/11/2013 AUSTRALIAN TAXATION REPORTER PTY LTD	12 MONTH SUBSCRIPTION.	- 539.00
EFT15501	25/11/2013 AUTOPRO NORTHAM	PURCHASE OF X1 TYRE EMERGENCY KIT & X1 TOOL CHEST FOR COMMUNITY SERVICES.	- 180.00
EFT15502	25/11/2013 AV-SEC SECURITY SERVICES	ALARM ATTENDANCE AT THE RAILWAY MUSEUM 24/09/2013, 14/10/2013, 27/10/2013, 31/10/2013 & 07/11/2013. ATTENDANCE TO THE VISITORS CENTRE 26/09/2013, 09/10/2013 & 28/10/2013. ATTENDANCE TO THE REC CENTRE 17/10/2013. ATTENDANCE TO THE LIBRARY 16/10/2013. ATTENDANCE TO THE ADMIN BUILDING 14/10/2013. ATTENDANCE TO BERT HAWKE PAVILLION 18/10/2013. MANAGEMENT & LOADER FUEL CARTAGE FROM 29/10/2013 TO 10/11/2013 AT THE INKPEN WASTE SITE.	- 770.00
EFT15503	25/11/2013 AVON DEMOLITION & EARTHMOVING	MEMBERSHIP SUBSCRIPTION 2013/2014.	- 1,568.00
EFT15504	25/11/2013 AVON MIDLAND COUNTRY ZONE OF WA LOCAL GOVERNMENT ASSOCIATION		- 2,750.00
EFT15505	25/11/2013 AVON VALLEY MOWER & CHAINSAW CENTRE	PURCHASE OF X1 GUARD FOR BRUSHCUTTER, X32 CHAIN, X1 GAUGE FILE, X1 FILE HOLDER & X3 PRO BLADE FOR ENGINEERING SERVICES. PURCHASE OF X4 TRAIL/BLAZER FOR WHIPPER SNIPPER. PURCHASE OF X1 HIGH TENSION SPRING FOR KUBOTA MOWER.	- 775.27
EFT15506	25/11/2013 AVON VALLEY NISSAN	PURCHASE OF X1 NISSAN NAVARA, N.4056 & TRADE IN NISSAN.	- 22,500.50
EFT15507	25/11/2013 CANCELLED PAYMENT		
EFT15508	25/11/2013 AVON WASTE	PURCHASE OF X2 240L RUBBISH BIN FOR UNIT 3 & UNIT 2 KURINGAL VILLAGE.	- 106.00
EFT15509	25/11/2013 BEAUREPARES	SUPPLY & FIT OF X4 TYRES FOR HYUNDAI, N10521. SUPPLY OF X1 NEW TYRE & VALVE FOR THE WUNDOWIE DEPOTS MULTIPAC TYRE ROLL.	- 1,554.69

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CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15510	25/11/2013 CANCELLED PAYMENT		
EFT15511	25/11/2013 BLACKWELL PLUMBING PTY LTD	UNBLOCK D.T IN DOG POUND.	99.00
EFT15512	25/11/2013 CANCELLED PAYMENT		
EFT15513	25/11/2013 BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS.	462.50
EFT15514	25/11/2013 BUSH CONTRACTING	PROVIDE H20 TRUCK & OPERATOR FOR GRAVEL ROAD MAINTENANCE FROM 11/11/2013 TO 14/11/2013 & FOR WATERING BERNARD PARK 15/11/2013.	6,600.00
EFT15515	25/11/2013 CANCELLED PAYMENT		
EFT15516	25/11/2013 CANNON HYGIENE AUSTRALIA PTY LTD	MONTHLY SERVICE AT THE VISITORS CENTRE.	234.31
EFT15517	25/11/2013 CARLVILLE	SUPPLY OF ROCK BREAKING FOR X40 HOURS FROM 11/11/2013 TO 14/11/2013 FOR DRAINAGE REPAIRS ON ALMOND AVE. SUPPLY OF ROCK BREAKING FOR X50 HOURS FROM 18/11/2013 TO 22/11/2013 FOR DRAINAGE WORKS ON COOK ST.	13,365.00
EFT15518	25/11/2013 CENTRAL MOBILE MECHANICAL REPAIRS	SERVICE ON MULTIPAC TYRE ROLL, VOLVO GRADER, N.002 & FUSO TWO WAY.	1,984.40
EFT15519	25/11/2013 CHADSON ENGINEERING	CHARGES FOR POOL TEST AT THE NORTHAM & WUNDOWIE POOL.	1,325.50
EFT15520	25/11/2013 CJD EQUIPMENT PTY LTD	5250 HR SERVICE & INVESTIGATION ON SID 22 ERROR ON VOLVO GRADER, N.001.	3,656.29
EFT15521	25/11/2013 CLINTON DARRYL KLEYNHANS	REIMBURSEMENT FOR PRE-EMPLOYMENT POLICE CLEARANCE.	63.50
EFT15522	25/11/2013 COMPLANT AUSTRALIA	SUPPLY HIRE OF MULTI TYRED ROLLER FOR X5DAYS FOR ENGINEERING SERVICES.	1,496.31
EFT15523	25/11/2013 COURIER AUSTRALIA	COURIER AUSTRALIA CHARGES FOR CORPORATE SERVICES, DEVELOPMENT SERVICES, COMMUNITY SERVICES & THE DEPOT FOR OCTOBER/NOVEMBER 2013.	338.99
EFT15524	25/11/2013 COVS PARTS PTY LTD	PURCHASE OF X1 GLOBE 12V & X2 CABLE TIE (100) FOR ENGINEERING SERVICES.	104.61
EFT15525	25/11/2013 CWA YORK	PURCHASE OF X10 COOK BOOKS FOR THE VISITORS CENTRE STOCK.	120.00
EFT15526	25/11/2013 DUNLOP G D	TO LOCATE FAULTS IN POWER TO LIGHTS AT THE NORTHAM SWIMMING POOL.	471.90
EFT15527	25/11/2013 DUNNING INVESTMENTS PTY LTD	DUNNING'S ACCOUNT FOR OCTOBER 2013.	25,687.01
EFT15528	25/11/2013 CANCELLED PAYMENT		
EFT15529	25/11/2013 EQUAL ENTERPRISES	SUPPLY OF BBQ CLEANING AT APEX PARK, BROOM TCE & BERNARD PARK FROM 03/10/2013 TO 31/10/2013 & FITZGERALD ST CLEANING FROM 03/10/2013 TO 31/10/2013. CLEANING OF BENCH SEATS IN BROOME TCE PARK & OUTSIDE OF THE NORTHAM LIBRARY 10/10/2013 & 24/10/2013. SUPPLY OF GARDENING TEAM FROM 21/10/2013 TO 30/10/2013.	3,005.75

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CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
				\$
EFT15530	25/11/2013	CANCELLED PAYMENT		
EFT15531	25/11/2013	CANCELLED PAYMENT		
EFT15532	25/11/2013	FRAMESWEST		
EFT15533	25/11/2013	FRANCES ESTHER IRWIN	SUPPLY & INSTALL X1 STORAGE SYSTEM FOR ART COLLECTION.	14,212.00
			SUPPLY & WELD STEEL SHEET TO RAIL AT THE NORTHAM POOL.	
			PURCHASE OF ASSORTED ITEMS FOR THE VISITORS CENTRE STOCK.	149.50
EFT15534	25/11/2013	FREINDS GARAGE	TO GREASE & SERVICE TRAILER FOR FUSO, N5477.	440.00
EFT15535	25/11/2013	GALAXY MERLIN	PURCHASE OF ASSORTED ITEMS FOR THE VISITORS CENTRE STOCK.	130.02
EFT15536	25/11/2013	GLENN STUART BEVERIDGE	REPLACE DAMAGED COPPER LOGS NEAR PLATFORM. REPLACE LOGS NEAR MALL. REPLACE LOGS AT THE BAKERY END. REPLACE LOGS NEAR ROTARY END OF BROOME TCE & PAINT OVER GRAFFITI NEAR LIBRARY END OF WALKWAY ALL ALON THE RIVER BANK. PAINT TANLE TO MAKE GOOD AT THE SKATE PARK. PAINT WALL NEAR OVER HEAD CUPBOARD. GROUT TILE IN KITCHEN. FILL IN CRACK IN LOUNGE & RECTIFY FRONT DOOR CATCH AT KURINGAL. PLACE TEMPORARY HARDIE FLEX UNDER STOVE & REMOVE RANGE HOOD AT THE SENIORS HALL. REMOVE GRAFFITI AT BERNARD PARK PLAYGROUND. REPLACE ALL SHADE SAILS & RETENSION READY FOR POOL SEASON & SUPPLY NEW RODE FOR SAILS OVER SMALL POOLS AT THE NORTHAM POOL. RECTIFY DAMAGED ROLLER DOOR. RECTIFY ALUMINIUM STRIP BETWEEN TILES & TIMBER FLOOR & REGLUKE SKIRTING AT THE REC CENTRE. REFIT SHADE SAILS & SUPPLY SOME SHACKLES READY FOR POOL SEASON AT THE WUNDOWIE POOL.	4,812.00
EFT15537	25/11/2013	GRAFTON ELECTRICS	CHECK LIGHTS AT VISITORS CENTRE & BERNARD PARK TOILETS. CHECK POWER TO TOWN HALL. DISCONNED HOTWATER SYSTEM AT JUBILEE PAVILION. REPAIR LIGHTS AT HOOPER PARK & PAVILION CAR PARK AT BAKERS HILL. CHECK FLOOD LIGHTS IN MALL. CHECK MAIN PUMP AT TREATMENT PONDS. CHECK FAULT & REPLACE BBQ & CCTV AT BERNARD PARK. DISCONNECT POWER AT DUKE ST NORTHAM. REPAIR FAULT TO POWER AT SEWERAGE PONDS.	3,963.52
EFT15538	25/11/2013	HAYS SPECIALIST RECRUITMENT (AUSTRALIA) PTY LIMITED	PROFESSIONAL SERVICES REGARDING CLINTON KLEYNHANS.	5,406.23
EFT15539	25/11/2013	HOST AUTO REPAIRS	REPAIRS TO ISUZU, N3113, TOYOTA, 1DZ1553 & ISUZU, 1CIG323.	1,772.25
EFT15540	25/11/2013	HOUSE OF SHARDAY	PURCHASE OF ASSORTED ITEMS FOR THE VISITORS CENTRE STOCK.	172.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15541	25/11/2013 IMMACU SWEEP	FOOTPATHS SWEEPING IN THE TOWN CBD FROM 20/10/2013 TO 26/10/2013 & SWEEPING SERVICES IN THE SHIRE OF NORTHAM.	- 3,564.00
EFT15542	25/11/2013 INTERCON MILLAR LOGISTICS (IML)	SUPPLY OF CHLORINE 920KG TRIP RATE & FUEL LEVY PERTH LINE HAUL FOR THE TREATED WASTE RETICULATION.	- 824.29
EFT15543	25/11/2013 JAN PITTMAN	PURCHASE OF X24 CARDS (ALL WITH ENVELOPES) FOR THE VISITORS CENTRE STOCK.	- 72.00
EFT15544	25/11/2013 KENT TRANSPORT INDUSTRIES PTY LTD	REMOVAL COSTS FOR JASON WHITEAKER FROM COLLIE TO NORTHAM.	- 5,892.00
EFT15545	25/11/2013 CANCELLED PAYMENT		
EFT15546	25/11/2013 KLEENWEST DISTRIBUTORS	PURCHASE OF X1 BIN LINERS, X1 DISPOSABLE GLOVES, X3 SLIMLINE HAND TOWEL, X3 TOILET ROLLS, X1 KLEEN BLOCKS, X1 BIN LINERS, X2 BROOM, X2 TRADESMANS BROOM, X1 MOP WRINGER BUCKET FOR THE REC CENTRE.	- 698.23
EFT15547	25/11/2013 LANDGATE	GROSS RENTAL VALUATIONS DATED FROM 31/08/2013 TO 27/09/2013 MINING TENEMENTS CHARGEABLE DATED 14/09/2013 TO 18/10/2013.	- 224.78
EFT15548	25/11/2013 LEISURE INSTITUTE OF WESTERN AUSTRALIA (INC)	AQUATICS MEMBERSHIP/ACCREDITATION 2013/14.	- 650.00
EFT15549	25/11/2013 LEWIS MOTORS	SUPPLY OF X1 LAMP FOR HOLDEN, KILLARA.	- 391.05
EFT15550	25/11/2013 LOCAL GOVERNMENT MANAGERS AUSTRALIA WA DIVISION INC	LGMA INDUCTION TO LOCAL GOVERNMENT WORKSHOP 12/11/2013 (REGISTRATION FOR CLINTON KLEYNHANS).	- 214.50
EFT15551	25/11/2013 MACLEAN AND LAWRENCE PTY LTD	CONSULTING ENGINEERING SERVICES FOR HYDRAULIC SERVICES (NORTHAM RESPIRE CENTRE).	- 852.50
EFT15552	25/11/2013 MCDOWALL AFFLECK PTY LTD	OVERVIEW OF DESIGN PLANS & SPECIFICATION REGARDING THE WUNDOWIE & BAKERS HILL PIPELINE.	- 1,155.00
EFT15553	25/11/2013 METRO BEVERAGE CO PTY LTD	PURCHASE OF ASSORTED DRINKS FOR THE REC CENTRE.	- 127.75
EFT15554	25/11/2013 CANCELLED PAYMENT		
EFT15555	25/11/2013 NOEL BRUCE STANTON	RATES REFUND FOR ASSESSMENT A2107.	- 212.50
EFT15556	25/11/2013 NORTHAM BEARING SALES	PURCHASE OF X4 TAILGATE PINS FOR ENGINEERING SERVICES & DELIVERY CHARGES FOR X1 BAG FROM EASTERNHILLS MOWERS & CHAINSAWS, X1 BAG FROM PROTECTOR ALSAFE, X1 CARTON FOR CLARKE EQUIPMENT, X1 BRUSHCUTTER FROM EASTERN HILLS MOWERS, X1 LINE MARKER FROM INGS ENGINEERING & X1 CARTON TO AUSTRALIAN SAFETY ENGINEERS TO THE DEPOT.	- 94.19
EFT15557	25/11/2013 NORTHAM COURIER SERVICE	PURCHASE OF X1 MIST OUTDOOR KIT, X1 MIST EXTENSION KIT & X1 ADJUSTABLE WRENCH FOR DOGS DAY OUT. PURCHASE OF X6 ROPE & X2 TAPE MEASURE FOR TRAFFIC MANAGEMENT. PURCHASE OF X3 PRUNERS FOR ENGINEERING SERVICES.	- 126.50
EFT15558	25/11/2013 NORTHAM HARDWARE		- 164.55

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15559	25/11/2013 NORTHAM HYUNDAI	30000KM SERVICE & REPAIRS TO HYUNDAI, N10521.	- 623.90
EFT15560	25/11/2013 CANCELLED PAYMENT		
EFT15561	25/11/2013 NORTHAM TOYOTA	PURCHASE OF X1 MUDFLAP FOR ISUZU, N4963.	- 543.63
EFT15562	25/11/2013 NORTHAM TYREPOWER	REPAIR FLAT TYRE ON RANGERS VEHICLE (PN1223). SUPPLY OF X2 REAR TYRES FOR TOYOTA, N10710.	- 380.00
EFT15563	25/11/2013 CANCELLED PAYMENT		
EFT15564	25/11/2013 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS.	- 177.25
EFT15565	25/11/2013 PBF AUSTRALIA	PBF MEMBERSHIP.	- 2,465.00
EFT15566	25/11/2013 PHILLIP BRUCE STEVEN	REIMBURSEMENT OF TELEPHONE EXPENSES EMDS, PLUS PARKING FEES FOR SATURDAY 05/11/2013.	- 111.10
EFT15567	25/11/2013 CANCELLED PAYMENT		
EFT15568	25/11/2013 RETAIL DECISIONS (COLES)	COLES ACCOUNT FOR OCTOBER 2013.	- 3,872.18
EFT15569	25/11/2013 ROAD SPECIALIST AUSTRALIA PTY LTD	CHARGES TO DRIVE TO NORTHAM & REPAIR HINO, N.008.	- 1,166.48
EFT15570	25/11/2013 ROCLA PIPELINE PRODUCTS	PURCHASE OF X1 PLFAB PE 450 DIA NON RETURN VALVE FOR KING CREEK PROJECT.	- 605.00
EFT15571	25/11/2013 ROSEMARY SMITH	REFUND FOR CAT REGISTRATION.	- 100.00
EFT15572	25/11/2013 RURAL PRESS REGIONAL MEDIA (WA) PTY LTD	ADVERTISEMENT OF NOTICE OF NEW PLANNING POLICIES NO 6, MEDIA RELEASE FOR CAT STERILISATION, ADVERTISING OF ROAD CLOSURE ON SPENCERS BROOK RD, PINK RIBBON WALK, SPECIAL MEETING OF COUNCIL, PINK ADVERT, DOGS DAY OUT, NORTHAM NEWS LETTER, POOL LIFE GUARDS & MEETING DATES, SUPPLY OF X5 AVON ADOVCATES FROM 21/10/2013 TO 27/10/2013, 28/10/2013 TO 03/11/2013, 04/11/2013 TO 10/11/2013 & 11/11/2013 TO 17/11/2013 FOR THE VISITORS CENTRE.	- 3,078.59
EFT15573	25/11/2013 SIMPSON FIONA LESLEY	CLEANING OF PUBLIC TOILETS IN WUNDOWIE FOR OCTOBER 2013.	- 805.00
EFT15574	25/11/2013 CANCELLED PAYMENT		
EFT15575	25/11/2013 TRACEY DIANNE ELIZABETH CUMMINS	REFUND FOR STERILISED DOG.	- 77.50
EFT15576	25/11/2013 TRISLEY'S HYDRAULIC SERVICES PTY LTD	INSTALLED PROMINENT PRO CAL GL2 FEEDER PROMINENT D2C CHEMICAL CONTROLLER & SODIUM DISULPHATE DOSING SYSTEM FOR THE WUNDOWIE POOL.	- 30,240.72
EFT15577	25/11/2013 UNICARE HEALTH	PURCHASE OF X1 TEA POT & X6 PLATE FOR KILLARA.	- 270.00
EFT15578	25/11/2013 VALLEY FORD	60,000KM SERVICE ON FORD RANGER, N10634.	- 528.65
EFT15579	25/11/2013 CANCELLED PAYMENT		
EFT15580	25/11/2013 CANCELLED PAYMENT		
EFT15581	25/11/2013 CANCELLED PAYMENT		
EFT15582	25/11/2013 WESTWATER ENTERPRISES PTY LTD	SERVICE OF CHLORINATION EQUIPMENT AT THE TREATED WASTE WATER RETICULATION.	- 4,429.70

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15583	25/11/2013 WHEATBELT GP NETWORK (GENERAL PRACTICE)	PRE-EMPLOYMENT MEDICAL FOR SHANE MCCLOY & NICOLE TERESA HAMPTON.	- 238.00
EFT15584	25/11/2013 WHEATBELT SAFETYWEAR	PURCHASE OF X24 TUBES SUNBLOCK, X24 MEDIUM RIGGERS GLOVES, X2 BOX PRO CHOICE EAR PLUGS, X10 WIDE BRIM HATS, X1 BOX OF 100 POWER FREE GLOVES, X2 HI VIS SKIRTS, X2 KING GEE PANTS, X3 TROUSERS, X4 POLO SHIRTS, X3 HI VIS POLO SHIRTS, X2 WORK PANTS, X2 POLO SHIRTS, X2 TROUSERS, X1 HARD HAT, X20 WIDE BRIM HATS, X2 BOXES OF SAFETY GLASSES, X12 HI VIS VESTS, X3 HI VIS SHIRTS & X2 PAIRS OF WORK PANTS FOR ENGINEERING SERVICES. PURCHASE OF X8 KING GEE WORK SHORTS, X2 COTTON HATS, X2 SUNBLOCKS FOR RANGER SERVICES. PURCHASE OF X5 POLO SHIRTS & X1 POLO SHIRT FOR THE WUNDOWIE POOL STAFF. PURCHASE OF X6 SHIRTS FOR THE NORTHAM POOL STAFF.	- 2,482.20
EFT15585	25/11/2013 WORMALD FIRE (WA)	ROUTINE INSPECTION & MAINTENANCE FROM 01/07/2013 TO 30/09/2013, 01/10/2013 TO 31/10/2013 & FROM 01/11/2013 TO 30/11/2013 AT THE TOWN & LESSER HALL.	- 123.73
EFT15586	25/11/2013 WREN OIL	COLLECTION & RECYCLING OF WASTE OIL FROM INKPEN LANDFILL & OLD QUARRY LANDFILL.	- 1,373.35
EFT15587	25/11/2013 WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	FUEL CHARGES FOR THE BAKERS HILL BFB 1 & 2 FOR THE MONTH OF OCTOBER 2013.	- 198.37
EFT15588	25/11/2013 CANCELLED PAYMENT		
EFT15589	26/11/2013 C & D PLANKE & SONS PTY LTD	HIRE OF BOBCAT, LOADER, EXCAVATOR & LABOUR FOR X50 HOURS FROM 04/11/2013 TO 08/11/2013 FOR DRAINAGE WORKS ON RUFFIAN CRT. HIRE OF BOBCAT, LOADER, EXCAVATOR & LABOUR FOR X50 HOURS FROM 11/11/2013 TO 15/11/2013 FOR THE DRAINAGE WORKS ON BODEGUERO WAY.	- 14,850.00
EFT15590	26/11/2013 NORTHAM MITRE 10 SOLUTIONS	PURCHASE OF X1 SCREWDRIVER SET, X1 COOLANT, X6 RAPID SET CONCRETE, X1 TAPE MEASURE, X1 SQUARE, X12 PINE CCA TREATED, X2 BEACH UMBRELLAS, X1 SHOVEL, X1 BAR FENCING & X3 NAIL ROOF FOR ENGINEERING SERVICES, PURCHASE OF X2 SCREWS FOR CEMETERY MAINTENANCE. PURCHASE OF X2 DURAGUARD & X2 SCRAPERS FOR BRIDGE REPAIR & MAINTENANCE. PURCHASE OF X2 KEY CUTTINGS FOR ST JOHNS. PURCHASE OF ASSORTED ITEMS FOR RECREATIONAL MAINTENANCE. PURCHASE OF X4 KEY CUTTING & X4 BATTERIES FOR THE SES & BIRGADES.	- 1,123.98
EFT15591	26/11/2013 PORTER CONSULTING ENGINEERS	CLAIM FOR WORK COMPLETED TO 01/11/2013 REGARDING GLENMORE PARK ESTATE, BAKERS HILL REVIEW.	- 5,150.75

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
EFT15592	26/11/2013 WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	SHORT COURSE BOOKING FOR ANNIQUE GRAY IN MANAGING EMPLOYEE PERFORMANCE ON 16/10/2013.	- 456.50
32851	11/11/2013 HESTA SUPER FUND	TOTAL EFT MUNICIPAL	- 927,760.06
32852	11/11/2013 AMP LIFE LIMITED	SUPERANNUATION CONTRIBUTIONS.	- 151.13
32853	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 227.25
32854	11/11/2013 AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS.	- 48.88
32855	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 180.24
32855	11/11/2013 AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS.	- 40.93
32856	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 136.32
32857	11/11/2013 AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS.	- 19.40
32858	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 82.65
32859	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 372.15
32860	11/11/2013 AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS.	- 1,035.00
32861	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 259.71
32862	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 250.81
32863	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 24,096.42
32864	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 471.08
32865	11/11/2013 AUSTRALIAN SERVICES UNION	SUPERANNUATION CONTRIBUTIONS.	- 158.60
32866	15/11/2013 AUSTRALIAN SERVICES UNION	DONATION FOR ANNUAL SCHOOL AWARDS.	- 100.00
32867	15/11/2013 AUSTRALIAN SERVICES UNION	NORTHAM SHIRE COUNCIL CITIZENSHIP AWARD 2013.	- 110.00
32868	15/11/2013 AUSTRALIAN SERVICES UNION	MOBILE 3 CHARGES FOR THE SES & BIRGADES FROM 23/10/2013 TO 22/11/2013.	- 1,233.46
32869	15/11/2013 AUSTRALIAN SERVICES UNION	PURCHASE OF X1 PLUGPACK FOR GRAFFITI UNIT.	- 13.97
32870	15/11/2013 AUSTRALIAN SERVICES UNION	REPAIRS TO ROOF OF CABIN OF ENGINEERING SERVICES MULTIPAC ROLLER.	- 330.00
32871	15/11/2013 AUSTRALIAN SERVICES UNION	PURCHASE OF X 4 CHROME SHELVING FOR THE SOUTHERN BROOK FIRE SHED	- 756.00
32872	15/11/2013 AUSTRALIAN SERVICES UNION	REPAIRS TO THE AIR CONDITIONER AT THE OLD TOWN COUNCIL HOUSE.	- 460.63
32873	15/11/2013 AUSTRALIAN SERVICES UNION	PAYMENT FOR FER REIMBURSEMENT TO RECOVER OUTSTANDING INFRINGEMENTS.	- 1,014.00
32874	15/11/2013 AUSTRALIAN SERVICES UNION	PRE-EMPLOYMENT MEDICAL EXAMINATION FOR SUSAN DAWSON.	- 165.00
32875	15/11/2013 AUSTRALIAN SERVICES UNION	SUPPLY OF X1 LOCK ASSY FOR ENGINEERING SERVICES	- 57.43
32876	15/11/2013 AUSTRALIAN SERVICES UNION	REIMBURSEMENT FOR CAT SNIP & CHIP GRANT VOUCHER, CATS ALREADY STERILISED BY OWNER.	- 100.00
32877	15/11/2013 AUSTRALIAN SERVICES UNION	2ND PRIZE PHOTOGRAPHIC COMPETITION.	- 150.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
32878	15/11/2013 NORTHAM BETTA ELECTRICAL	PURCHASE OF X2 ITUNES MUSIC \$50 CARDS FOR THE DOGS DAY OUT EVENT.	100.00
32879	15/11/2013 NORTHAM RETRAVISION	PURCHASE OF X1 ST PLUG FOR DOGS DAY OUT EVENT.	11.95
32880	15/11/2013 PERFECT COMPUTER SOLUTIONS PTY LTD	TRAVEL CHARGES (10,11/10).	558.00
32881	15/11/2013 PETTY CASH	PETTY CASH RECOUP FOR ADMIN & KILLARA.	866.05
32882	15/11/2013 PFD FOOD SERVICES PTY LTD	PURCHASE OF ASSORTED FOODS & DRINKS FOR THE NORTHAM POOL & ASSORTED ITEMS FOR THE VIP WAFL MATCH.	1,905.55
32883	15/11/2013 REPEAT PLASTICS (WA)	PURCHASE OF X2 KIMBERLEY FREE STANDING SEATING FOR FOOTPATH MAINTENANCE.	1,344.90
32884	15/11/2013 SACHA LOUISE CAPORN	REFUND FOR DECEASED DOG.	10.00
32885	15/11/2013 SYNERGY	ELECTRICITY ACCOUNT FOR ASSORTED PROPERTIES IN THE SHIRE OF NORTHAM FROM 13/08/2013 TO 29/10/2013.	222.20
32886	15/11/2013 TELSTRA CORPORATION	TELSTRA MOBILE ACCOUNT FOR SEPTEMBER/OCTOBER 2013, ACCOUNT FOR THE NORTHAM DISTRICT SES FROM 15/09/2013 TO 14/10/2013 & FOR THE BAKERS HILL BFB TO 22/10/2013.	1,403.69
32887	15/11/2013 TIM BRYDEN	1ST PRIZE PHOTOGRAPHIC COMPETITION.	250.00
32888	15/11/2013 WATER CORPORATION	WATER USE & SERVICE CHARGE ACCOUNT FOR ASSORTED PROPERTIES IN THE SHIRE OF NORTHAM.	4,183.59
32889	25/11/2013 AVONVALE PRIMARY SCHOOL	SCHOOL END OF YEAR PRIZE.	100.00
32890	25/11/2013 HESTA SUPER FUND	SUPERANNUATION CONTRIBUTIONS.	150.60
32891	25/11/2013 A COUNTRY PRACTICE	SUPPLY OF X1 CONSULTATION, X14 CEPHAFORTE 600MG TABLETS & X1 NEOCORT 50G FOR A INJURED DOG. SUPPLY OF X1 CONSULTATION & X10 JURROCLAV TABS FOR X1 KELPIE PUP.	186.45
32892	25/11/2013 AMP LIFE LIMITED	SUPERANNUATION CONTRIBUTIONS.	227.25
32893	25/11/2013 AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	48.88
32894	25/11/2013 AUSTRSAFE SUPER	SUPERANNUATION CONTRIBUTIONS.	163.96
32895	25/11/2013 AVON VALLEY GYPROCKING	CARRY OUT WORK ON EXISTING WALKWAY AT KILLARA.	2,200.00
32896	25/11/2013 CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS.	145.42
32897	25/11/2013 CHRISTINE ANN LAVENDER	RATES REFUND FOR ASSESSMENT A2231.	521.54
32898	25/11/2013 CANCELLED PAYMENT		
32899	25/11/2013 CLACKLINE PROGRESS ASSOCIATION	ANNUAL BUDGET ALLOCATION FOR 2013/2014 FOR THE CLACKLINE PROGRESS ASSOCIATION.	3,300.00
32900	25/11/2013 DARCY BERNARD CLEVELAND	CROSSOVER REIMBURSEMENT FOR 17 BUNKER WAY NORTHAM.	500.00
32901	25/11/2013 FINES ENFORCEMENT REGISTRY	FER FEE FOR REIMBURSEMENT OF COLLECTION INFRINGEMENT.	2,236.00
32902	25/11/2013 HANSON CONSTRUCTION MATERIALS PTY LTD	PURCHASE OF CRUSH AGGREGATE FOR SPENCERS BROOK RD.	50,543.30
32903	25/11/2013 HOSTPLUS SUPER	SUPERANNUATION CONTRIBUTIONS.	136.32
32904	25/11/2013 JOHN RICHARD RICHARDSON	CROSSOVER REIMBURSEMENT FOR 161 CHIDLOW ST.	400.00

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
32905	25/11/2013 KOTA HOLDINGS PTY LTD	PURCHASE OF ASSORTED JEWELLERY FOR THE VISITORS CENTRE STOCK.	- 183.62
32906	25/11/2013 LOCAL GOVERNMENT AND RACECOURSE EMPLOYEES UNION	PAYROLL DEDUCTIONS.	- 19.40
32907	25/11/2013 LUDGATE R	SUPPLY WATER CART FOR ROAD BINDING FROM 16/10/2013 TO 8/11/2013.	- 10,385.37
32908	25/11/2013 MLC NAVIGATOR ACCESS SUPER AND PENSION	SUPERANNUATION CONTRIBUTIONS.	- 163.42
32909	25/11/2013 NORTHAM AND DISTRICTS HISTORICAL SOCIETY	REIMBURSEMENT OF \$90.00 IN KIND DONATION TO HISTORICAL DISTRICT SOCIETY FOR FUND RAISER TO MORBY COTTAGE.	- 90.00
32910	25/11/2013 NORTHAM BETTA ELECTRICAL	PURCHASE OF X3 PALSO HD, X2 LED TV, X2 PLAYER CD, X1 BARREL VAC & X1 STEAM MOP FOR KILLARA. PURCHASE OF X1 PRINTER/FAX FOR THE REC CENTRE.	- 3,846.00
32911	25/11/2013 ONEPATH	SUPERANNUATION CONTRIBUTIONS.	- 32.81
32912	25/11/2013 PERFECT COMPUTER SOLUTIONS PTY LTD	PURCHASE OF X100 LABOUR PREPAID LABOUR. CHARGES FOR TRAVEL TO KILLARA 17/10/2013 TO MOVE INTERNET CONNECTION, TO THE LIBRARY TO INSTALL & CONFIGURE NEW HDDS & TO THE ADMIN BUILDING TO CLEAN UP OLD COMPUTERS & INSTALL COPIES OF CS ON SHIRE PCS TO SAME VERSION. PURCHASE OF X1 6 PORT RACK MOUNT (KILLARA) & X2 750GB SEAGATE HARD DISK DRIVE (LIBRARY).	- 17,144.00
32913	25/11/2013 PETER ELLIS VINCENT	CROSSOVER REIMBURSEMENT FOR 6 HEATON DRIVE.	- 500.00
32914	25/11/2013 PETTY CASH	PETTY CASH RECOUP FOR KILLARA & THE DEPOT.	- 314.40
32915	25/11/2013 RANGS BOOMERANGS	PURCHASE OF ASSORTED ITEMS FOR THE VISITORS CENTRE STOCK.	- 417.64
32916	25/11/2013 REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS.	- 390.72
32917	25/11/2013 SAFEMASTER	SUPPLY & INSTALL HEIGHT SYSTEM AT THE ADMIN BUILDING, BAKERS HILL PAVILION & THE NORTHAM VISITORS CENTRE.	- 14,470.50
32918	25/11/2013 SHIRE OF NORTHAM	RATES PAYMENT FOR A2762 & PAYROLL DEDUCTIONS.	- 1,092.99
32919	25/11/2013 SUPERWRAP	SUPERANNUATION CONTRIBUTIONS.	- 259.71
32920	25/11/2013 SWAN VETERINARY HOSPITAL	EUTHANASE X1 LARGE DOG.	- 85.00
32921	25/11/2013 SYNERGY	ELECTRICITY ACCOUNT FOR ASSORTED PROPERTIES IN THE SHIRE OF NORTHAM FROM 30/08/2013 TO 13/11/2013	- 34,737.42
32922	25/11/2013 TARGET COUNTRY	PURCHASE OF MANCHESTER & GOODS FOR KILLARA.	- 1,239.66
32923	25/11/2013 TELSTRA CORPORATION	TELSTRA CHARGES FOR SHIRE OF NORTHAM (SES) TO 04/11/2013.	- 90.64
32924	25/11/2013 THE INDUSTRY SUPERANNUATION FUND (TISF)	SUPERANNUATION CONTRIBUTIONS.	- 224.13
32925	25/11/2013 WA SUPER	SUPERANNUATION CONTRIBUTIONS.	- 24,117.41
32926	25/11/2013 WATER CORPORATION	CHARGES TO REPLACE WATER MAIN IN ROADWAY ON ROBINSON STREET NORTHAM.	- 9,791.30

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL DECEMBER 2013

CHQ/EFT DATE	NAME	DESCRIPTION	AMOUNT \$
32927	25/11/2013 WESTSCHEME	SUPERANNUATION CONTRIBUTIONS.	- 497.51
32928	25/11/2013 ZURICH AUSTRALIA LIMITED	SUPERANNUATION CONTRIBUTIONS.	- 174.92
32929	25/11/2013 ZURICH INSURANCE	CLAIM 027061 FOR N3805, TRUCK.	- 1,000.00
32930	26/11/2013 WA SUPER	SUPERANNUATION CONTRIBUTIONS.	- 88.23
		TOTAL CHEQUE MUNICIPAL	- 225,093.51
DD6382.1	04/11/2013 TENNANT AUSTRALIA	LEASE OF CLEANING EQUIPMENT NORTHAM RECREATION CENTRE - NOVEMBER 2013	- 1,067.00
DD6413.1	12/11/2013 MESSAGES ON HOLD	PROVISION OF PROGRAMMING AND EQUIPMENT 8/11/13 TO 7/6/13	- 246.99
DD6415.1	12/11/2013 BANKWEST	DENISE GOBBART MASTERCARD 24/9/13 TO 23/10/13, RETRAVISION -- ENGINEERING CAMERA, SHIRE OF NORTHAM, SHIRE OF NORTHAM, JOONDALUP RESORT - STATE SURVEYOR BUILDING CONFERENCE, WOOLWORTHS- ELECTION NIGHT REFRESHMENTS, WOOLWORTHS- ELECTION NIGHT REFRESHMENTS, DEPARTMENT OF TRAINING - EAST PERTH, GST	- 1,146.15
DD6415.1	12/11/2013 BANKWEST	CHADD HUNT MASTERCARD 24/9/13 TO 23/10/13, TELSTRA SHOP - BELKIN MICRO USB, GST	- 34.00
DD6415.1	12/11/2013 BANKWEST	JEAN MCGREADY MASTERCARD 24/9/13 TO 23/10/13, EVERLASTINGS ON FITZGERALD - STAFF FAREWELL GIFT, BETTER BATT - CAMERA BATTERY, RIVERSEEDGE - STAFF FUNCTION CREDITED TO INCOME ACCOUNT, GST	- 318.05
		TOTAL DIRECT DEBIT	- 2,812.19
PAYROLL	05/11/2013 SHIRE OF NORTHAM MAIN PAY RUN	SHIRE OF NORTHAM EMPLOYEES PAYROLL.	- 211,725.57
PAYROLL	19/11/2013 SHIRE OF NORTHAM MAIN PAY RUN	SHIRE OF NORTHAM EMPLOYEES PAYROLL.	- 217,966.40
		TOTAL PAYROLL	- 429,691.97
		TOTAL EFT MUNICIPAL	-\$ 951,809.06
		TOTAL EFT TRUST	-\$ 1,900.00
		TOTAL CHEQUE MUNICIPAL	-\$ 225,093.51
		TOTAL CHEQUE TRUST	-\$ 4,455.00
		TOTAL DIRECT DEBIT	-\$ 2,812.19
		TOTAL PAYROLL	-\$ 429,691.97
		TOTAL	-\$ 1,615,761.73

The payment of cheque numbers 32851 to 32930 from Municipal Fund (dated 1st November 2013 to 30th November 2013), the payment of trust cheque numbers 1779 to 1788 from the Trust Fund and the payment of Electronic Funds Transfer numbers EFT15365 to EFT15375 and EFT15382 to EFT15592 (dated 1st November 2013 to 30th November 2013). EFT Trust Fund EFT15376 to EFT15381. Direct Debits 6382.1 and 6415.1 have been made in accordance with delegated authority reference number (M/F/F/Regs LGA 1995 S5.42)

Municipal Fund Bank Vouchers 32851 to 32930	\$ 225,093.51
Trust Bank Vouchers 1779 to 1788	\$ 4,455.00
EFT Trust Bank Vouchers EFT15376 to EFT15381	\$ 1,900.00
Municipal Fund Bank Electronic Fund Transfer EFT15365 to EFT15375 and EFT15382 to EFT15592	\$ 951,809.06
Direct Debit Fund Transfer 6382.1 and 6415.1	\$ 2,812.19
Municipal Fund Bank Electronic Fund Transfer Payroll 05/11/2013	\$ 211,725.57
Municipal Fund Bank Electronic Fund Transfer Payroll 19/11/2013	\$ 217,966.40
 TOTAL	 \$1,615,761.73

CERTIFICATION OF THE PRESIDENT

I hereby certify that this schedule of account covering Vouchers and Electronic Funds Transfer payments as per above and totalling \$1,615,761.73 was submitted to the ordinary Meeting of Council on Wednesday 18th December 2013.

_____ CERTIFICATION OF THE PRESIDENT

CERTIFICATE OF THE CHIEF EXECUTIVE OFFICER

This schedule of accounts paid covering Vouchers and Electronics Funds Transfer payments as per above and totalling \$1,615,761.73 was submitted to each member of the Council Wednesday 18th December 2013, has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations and casting and the amounts shown are due for payment.

_____ CHIEF EXECUTIVE OFFICER

13.3.2 FINANCIAL STATEMENTS TO 31 OCTOBER 2013

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	2.1.3.4
Officer:	Denise Gobbart / Zoe MacDonald
Officer Interest:	Nil
Policy:	Nil
Voting:	Simple Majority
Date:	28 November 2013

PURPOSE

The Statement of Financial Activity for the period ending 31 October 2013 is included as a separate attachment to this Agenda and includes the following reports:

- Statement of Financial Activity;
- Acquisition of Assets;
- Disposal of Assets;
- Information on Borrowings;
- Reserves;
- Net Current Assets;
- Rating Information;
- Trust Funds;
- Operating Statements;
- Balance Sheet;
- Financial Ratio;
- Budget to Actual Material Variance; and
- Bank Reconciliation

RECOMMENDATION/COUNCIL DECISION

Minute No C.2195

**Moved: Cr T Little
Seconded: Cr U Rumjantsev**

That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period ended 31 October 2013.

CARRIED 10/0



SHIRE OF NORTHAM
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

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**SHIRE OF NORTHAM
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013**

	NOTE	October 2013 Actual \$	October 2013 Y-T-D Budget \$	Projected 2013/14 Budget \$	Variations Actuals to Budget \$	Variations Actual Budget to Y-T-D %
<u>Operating</u>						
Revenues/Sources	8					
Governance		13,912	4,824	14,526	9,088	188.39%
General Purpose Funding		614,412	571,363	2,412,550	43,049	7.53%
Law, Order, Public Safety		105,081	214,768	644,452	(109,687)	(51.07%)
Health		4,644	14,496	43,500	(9,852)	(67.96%)
Education and Welfare		1,230,819	1,487,992	2,289,527	(257,173)	(17.28%)
Housing		10,761	16,728	50,201	(5,967)	(35.67%)
Community Amenities		1,628,925	1,690,860	2,354,246	(61,935)	(3.66%)
Recreation and Culture		66,871	299,612	1,588,920	(232,741)	(77.68%)
Transport		574,695	999,434	3,588,330	(424,739)	(42.50%)
Economic Services		271,875	522,144	1,566,602	(250,269)	(47.93%)
Other Property and Services		22,210	24,156	72,500	(1,946)	(8.06%)
		<u>4,544,205</u>	<u>5,846,377</u>	<u>14,625,354</u>	<u>(1,302,172)</u>	<u>(22.27%)</u>
(Expenses)/(Applications)	8					
Governance		(324,142)	(363,102)	(967,085)	38,960	10.73%
General Purpose Funding		(63,482)	(99,596)	(298,824)	36,114	36.26%
Law, Order, Public Safety		(313,766)	(404,433)	(1,128,721)	90,667	22.42%
Health		(121,789)	(141,820)	(413,271)	20,031	14.12%
Education and Welfare		(443,562)	(486,607)	(1,454,401)	43,045	8.85%
Housing		(23,347)	(34,995)	(96,648)	11,648	33.28%
Community Amenities		(1,069,771)	(1,189,082)	(3,557,525)	119,311	10.03%
Recreation & Culture		(815,280)	(1,445,285)	(4,067,166)	630,005	43.59%
Transport		(822,553)	(1,685,440)	(4,597,146)	862,887	51.20%
Economic Services		(627,259)	(871,148)	(2,394,309)	243,889	28.00%
Other Property and Services		(217,268)	(127,507)	(80,491)	(89,761)	(70.40%)
		<u>(4,842,219)</u>	<u>(6,849,015)</u>	<u>(19,055,587)</u>	<u>2,006,796</u>	<u>(29.30%)</u>
<u>Adjustments for Non-Cash (Revenue) and Expenditure</u>						
(Profit)/Loss on Asset Disposals	2	0	846,948	(2,432,424)	(846,948)	100.00%
Movement in Accrued Interest		(56,239)	0	0	(56,239)	0.00%
Movement in Accrued Salaries and Wages		(161,869)	0	0	(161,869)	0.00%
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0.00%
Movement in Employee Benefit Provisions		(81,883)	0	0	(81,883)	0.00%
Depreciation on Assets		0	1,165,196	3,495,741	(1,165,196)	100.00%
<u>Capital Revenue and (Expenditure)</u>						
Purchase Land Held for Resale	1	0	0	0	0	0.00%
Purchase Land and Buildings	1	(764,394)	(1,790,208)	(4,657,069)	1,025,814	57.30%
Purchase Plant and Equipment	1	(58,571)	(377,356)	(982,102)	318,785	84.48%
Purchase Furniture and Equipment	1	(18,976)	(41,920)	(77,679)	22,944	54.73%
Purchase Bush Fire Equipment	1	(1,246)	(37,852)	(136,902)	36,606	96.71%
Purchase Playground Equipment	1	(20,884)	0	(70,000)	(20,884)	0.00%
Purchase Infrastructure Assets - Roads	1	(2,744,720)	(2,254,186)	(4,731,454)	(490,534)	(21.76%)
Purchase Infrastructure Assets - Bridges	1	0	0	(219,000)	0	
Purchase Infrastructure Assets - Footpaths	1	0	(88,664)	(266,000)	88,664	100.00%
Purchase Infrastructure Assets - Drainage	1	(112,491)	0	(2,720,058)	(112,491)	0.00%
Purchase Infrastructure Assets - Parks & Ovals	1	(5,645)	(363,144)	(1,019,491)	357,499	98.45%
Purchase Infrastructure Assets - Airfields	1	0	(47,580)	(142,750)	47,580	100.00%
Purchase Infrastructure Assets - Streetscape	1	0	(30,860)	(92,595)	30,860	100.00%
Proceeds from Disposal of Assets	2	65,710	937,034	2,811,103	(871,324)	92.99%
Repayment of Debentures	3	(107,600)	(142,696)	(428,143)	35,096	24.59%
Proceeds from New Debentures	3	0	0	0	0	0.00%
Advances to Community Groups	3	0	0	0	0	0.00%
Self-Supporting Loan Principal Income	3	18,109	18,109	71,896	0	0.00%
Transfers to Restricted Assets (Reserves)	4	(92,040)	(92,040)	(1,134,265)	0	0.00%
Transfers from Restricted Asset (Reserves)	4	101,960	101,960	714,209	0	0.00%
ADD Net Current Assets July 1 B/Fwd	5	8,665,672	8,665,672	8,645,102	0	0.00%
LESS Net Current Assets Year to Date	5	<u>12,116,445</u>	<u>13,276,453</u>	<u>8,564</u>	<u>(1,160,007)</u>	<u>(8.74%)</u>
Amount Raised from Rates	6	<u>(7,646,160)</u>	<u>(7,810,678)</u>	<u>(7,810,678)</u>	<u>164,518</u>	<u>(2.11%)</u>

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

1. ACQUISITION OF ASSETS	October 2013 Actual \$	2013/14 Budget \$
The following assets have been acquired during the period under review:		
<u>By Program</u>		
Governance		
Furniture & Office Equipment - Administration	15,078.84	14,800
Plant & Equipment - Administration	0.00	84,842
Law, Order & Public Safety		
CECSC Vehicle	0.00	40,858
Ranger Vehicle	0.00	27,015
Security Camera Bernard Park & Avon Mall	381.69	25,000
Graffiti Removal Cleaner	6,995.00	0
Brigade Appliance - Fire Prevention	0.00	113,560
Bush Fire Brigade Shed Construction	1,246.00	23,342
Education & Welfare		
Land & Buildings - Respite Centre Construction	659,546.03	858,818
Killara - Sedan Replacement	0.00	72,084
Killara- Furniture & Equipment	0.00	3,734
Memorial Hall Equipment & Curtains	5,699.00	18,500
Community Amenities		
Generator -Inkpen	0.00	5,000
Drainage - Hillman Creeke Supertowns	4,000.00	65,936
Drainage - King Creek Supertowns	77,156.31	167,618
Drainage - Town Centre Supertowns	17,160.00	131,116
Drainage - Bernard Park Supertowns	0.00	442,804
Cemetery Capital Works	113.49	85,700

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

1. ACQUISITION OF ASSETS (Continued)	October 2013 Actual \$	2013/14 Budget \$
<u>By Program (Continued)</u>		
Recreation and Culture		
Land & Buildings - Public Halls	25,476.98	97,055
Furniture & Equipment- Public Halls	0.00	4,800
Plant & Equipment - Pools	46,502.13	150,000
Furniture & Equipment- Pools	0.00	5,980
Recreation Centre - Energy Efficiency	0.00	396,086
Recreation Centre - Vents	0.00	25,000
Recreation Centre - Roller Shutters Main Doors	0.00	23,000
Recreation Centre - Roller Shutters Meeting Rooms	24,349.26	18,000
EMCommS Vehicle	0.00	40,130
Furniture & Equipment - Other Recreation	3,897.38	7,347
Stackable Seating	0.00	3,580
Henry Street Oval Fencing	0.00	50,000
Jubilee Oval - Install Cricket Pitch	0.00	15,000
Play Equipment - Wundowie	20,883.99	30,000
Bakers Hill Oval	4,818.18	453,750
BMX Lighting	321.21	25,000
Jubilee Oval Reticulation	0.00	15,000
Bernard Park-Water Playground- Supertowns	0.00	278,120
Bert Hawke - Drainage	0.00	60,000
Bert Hawke - Other	0.00	5,000
Bert Hawke - Lighting	0.00	20000
Skate Park - Wundowie	0.00	40,000
Baker Hill - Hardcourts	505.50	94,041
Library Energy Efficiency	0.00	217,564
Copier - Library	0.00	3,734
RFID System Library	0.00	33,550
Railway Precinct Upgrade	541.74	150,000
Sound Shell - RDAF Project	0.00	58,500
Monument - RDAF Project	0.00	80,000
Recognition Throssell VC - RDAF Project	0.00	90,000

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

1. ACQUISITION OF ASSETS (Continued)	October 2013 Actual \$	2013/14 Budget \$
<u>By Program (Continued)</u>		
Transport		
Land & Building	0.00	2,214,183
Footpath Construction	0.00	266,000
Laneway Construction	0.00	80,000
- Roadworks - Project Grants	181,847.59	653,706
- Roadworks - General Construction	20,546.51	922,005
- Roadworks - Bridge Construction	0.00	219,000
- Roadworks - Blackspot Funding	792.68	183,014
Infra Development- Super Towns	2,541,533.63	2,892,729
Plant & Equipment - Road Plant Purchases	18,300.00	623,173
Airport Infrastructure	0.00	142,750
Economic Services		
Christmas Decorations	0.00	30,000
Information Bays	0.00	57,595
LED Signs	0.00	35,000
Old Fire Station Northam - Roof	72.88	35,000
Land & Fees - Supertowns	2,092.59	95,663
Old Town Building - Air Conditioning	0.00	44,000
Project Manager Community Infra Vehicle	32,894.55	34,000
Copier - Visitor Centre	0.00	3,734
Bakers Hill Water Project	7,674.55	854,870
Wundowie Storm Water Harvesting Project	6,500.00	1,057,714
	<u>3,726,927.71</u>	<u>15,115,100</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

1. ACQUISITION OF ASSETS (Continued)	October 2013 Actual \$	2013/14 Budget \$
<u>By Class</u>		
Land Held for Resale	0.00	0
Land and Buildings	764,394.10	4,657,069
Plant and Equipment	58,571.24	982,102
Furniture and Equipment	18,976.22	77,679
Bush Fire Equipment	1,246.00	136,902
Playground Equipment	20,883.99	70,000
Infrastructure Assets - Roads	2,744,720.41	4,731,454
Infrastructure Assets - Footpaths	0.00	266,000
Infrastructure Assets - Bridges & Culverts	0.00	219,000
Infrastructure Assets - Drainage	112,490.86	2,720,058
Infrastructure Assets - Parks & Ovals	5,644.89	1,019,491
Infrastructure Assets - Airfields	0.00	142,750
Infrastructure Assets - Streetscape	0.00	92,595
	<u>3,726,927.71</u>	<u>15,115,100</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

2 DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program	Written Down Value		Sale Proceeds		Profit(Loss)	
	October 2013 Actual \$	2013/14 Budget \$	October 2013 Actual \$	2013/14 Budget \$	October 2013 Actual \$	2013/14 Budget \$
Governance						
CEO Vehicle - PN1212 - Asset MV1214		39,444		26,000	0.00	(13,444)
EMCorpS Vehicle - PN1102 - Asset MV1102		23,674		24,000	0.00	326
Law, Order Public Safety						
CESC Vehicle - PN1002 - Asset 9255		11,562		10,000	0.00	(1,562)
Ranger Vehicle - PN1010 - Asset MV1010		9,032		10,000	0.00	968
Education & Welfare						
Killara Omega Mgr - PN1020 - Asset HNK0001		29,062		15,000	0.00	(14,062)
Killara3 Holden Omega - PN0907 - Asset 9242		11,129		15,000	0.00	3,871
Recreation & Culture						
EMCommS Vehicle - PN1101 - Asset MV1101		17,894		20,000	0.00	2,106
Wundowie Yak Lot 311 - Asset S222		24,634		200,000	0.00	175,366
Transport						
PN002 - Volvo Grader 710B 2004 - Asset S655		32,532		150,049	0.00	117,517
PN0813 - N3651 Mitsubishi Canter 4T - Asset 9215		6,998		33,619	0.00	26,621
P589 - Isuzu NKR 2T Truck N4963 2004 - Asset 989		0		40,317	0.00	40,317
P5043 - N9324 Toyota Hilux Mtc Ute - Asset 9063		0		12,145	0.00	12,145
P590 - Toyota Hilux Grader Ute - Asset 990		0		12,145	0.00	12,145
PN1104 - N10686 Nissan Navara Const Super - Asset MV1104		16,779		12,145	0.00	(4,634)
P450 JD Z Track Ride on Mower 2008 - Asset 9109		7,330		1,500	0.00	(5,830)
Shire Depot - Assets 259		40,801		2,136,079	0.00	2,095,278
Shire Depot - Assets 260		9,684		9,684	0.00	0
Shire Depot - Assets 261		2,417		2,417	0.00	0
Shire Depot - Assets 262		26,257		26,257	0.00	0
Shire Depot - Assets 266		11,125		11,125	0.00	0
Shire Depot - Assets 488		13,621		13,621	0.00	0
Economic Services						
PMComInf Vehicle - PN1015 - Asset MV1015		25,313		20,000	0.00	(5,313)
Coordinator Supertowns Vehicle - PN1203 - Asset		19,391		10,000	0.00	(9,391)
	0.00	378,679	0.00	2,811,103	0.00	2,432,424

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

2. DISPOSALS OF ASSETS (Continued)

By Class	Written Down Value		Sale Proceeds		Profit(Loss)	
	October 2013	2013/14	October 2013	2013/14	October 2013	2013/14
	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Land & Buildings						
Wundowie Yak Lot 311 - Asset S222	0.00	24,634	0.00	200,000	0.00	175,366
Shire Depot - Assets 259	0.00	40,801	0.00	2,136,079	0.00	2,095,278
Shire Depot - Assets 260	0.00	9,684	0.00	9,684	0.00	0
Shire Depot - Assets 261	0.00	2,417	0.00	2,417	0.00	0
Shire Depot - Assets 262	0.00	26,257	0.00	26,257	0.00	0
Shire Depot - Assets 266	0.00	11,125	0.00	11,125	0.00	0
Shire Depot - Assets 488	0.00	13,621	0.00	13,621	0.00	0
Plant & Equipment						
CEO Vehicle - PN1212 - Asset MV1214	0.00	39,444	0.00	26,000	0.00	(13,444)
EMCorpS Vehicle - PN1102 - Asset MV1102	0.00	23,674	0.00	24,000	0.00	326
CESC Vehicle - PN1002 - Asset 9255	0.00	11,562	0.00	10,000	0.00	(1,562)
Ranger Vehicle - PN1010 - Asset MV1010	0.00	9,032	0.00	10,000	0.00	968
Killara Omega Mgr - PN1020 - Asset HNK0001	0.00	29,062	0.00	15,000	0.00	(14,062)
Killara3 Holden Omega - PN0907 - Asset 9242	0.00	11,129	0.00	15,000	0.00	3,871
EMCommS Vehicle - PN1101 - Asset MV1101	0.00	17,894	0.00	20,000	0.00	2,106
PN002 - Volvo Grader 710B 2004 - Asset S655	0.00	32,532	0.00	150,049	0.00	117,517
PN0813 - N3651 Mitsubishi Canter 4T - Asset 9215	0.00	6,998	0.00	33,619	0.00	26,621
P589 - Isuzu NKR 2T Truck N4963 2004 - Asset 989	0.00	0	0.00	40,317	0.00	40,317
P5043 - N9324 Toyota Hilux Mtc Ute - Asset 9063	0.00	0	0.00	12,145	0.00	12,145
P590 - Toyota Hilux Grader Ute - Asset 990	0.00	0	0.00	12,145	0.00	12,145
PN1104 - N10686 Nissan Navara Const Super - Asset MV1104	0.00	16,779	0.00	12,145	0.00	(4,634)
P450 JD Z Track Ride on Mower 2008 - Asset 9109	0.00	7,330	0.00	1,500	0.00	(5,830)
PMComInf Vehicle - PN1015 - Asset MV1015	0.00	25,313	0.00	20,000	0.00	(5,313)
Coordinator Supertowns Vehicle - PN1203 - Asset	0.00	19,391	0.00	10,000	0.00	(9,391)
	0.00	378,679	0.00	2,811,103	0.00	2,432,424

Summary

			October 2013 Actual \$	2013/14 Budget \$
Profit on Asset Disposals	0.00	0	0.00	2,486,660
Loss on Asset Disposals	0.00	0	0.00	(54,236)
			<u>0.00</u>	<u>2,432,424</u>

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-13		New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
	2013/14 Budget \$	2013/14 Actual \$	2013/14 Budget \$	2013/14 Actual \$	2013/14 Budget \$	2013/14 Actual \$	2013/14 Budget \$	2013/14 Actual \$	2013/14 Budget \$	2013/14 Actual \$
Governance										
Loan 215 - Admin Office Renovations	115,183	0	25,987	0	89,196	115,183	7,365	(341)		
Community Amenities										
Loan 210 - River Dredging	17,547	0	5,500	2,709	12,047	14,838	991	65		
Recreation & Culture										
Loan 206 - Northam Country Club **	221,377	0	35,137	0	186,240	221,377	12,636	(539)		
Loan 208 - Northam Country Club **	34,090	0	4,249	2,085	29,841	32,005	2,465	716		
Loan 219 - Northam Bowling Club **	141,095	0	22,415	11,045	118,680	130,050	7,999	2,479		
Loan 222 - Northam Trotting Club Building **	69,682	0	10,095	4,979	59,587	64,703	3,665	1,037		
Loan 223 - Recreation Facilities	766,506	0	90,896	44,770	675,610	721,736	45,688	4,231		
Loan 224 - Recreation Facilities	1,042,187	0	31,897	15,694	1,010,290	1,026,493	67,703	23,035		
Loan 226 - Recreation Facilities	388,241	0	12,378	6,110	375,863	382,131	20,268	6,904		
Transport										
Loan 221 - Airstrip Upgrade	58,964	0	10,394	0	48,570	58,964	3,581	(307)		
Economic Services										
Loan 217 - CBD Streetscape	776,624	0	138,146	0	638,478	776,624	42,921	(6,378)		
Loan 218 - CBD Streetscape	94,203	0	14,952	7,367	79,251	86,836	5,377	428		
Loan 225 - Victoria Oval Purchase	852,698	0	26,097	12,841	826,601	839,857	55,393	18,847		
	4,578,397	0	428,143	107,600	4,150,254	4,470,797	276,052	50,177		

Note: ** indicates self - supporting loans

All other debenture repayments are to be financed by general purpose revenue.

Loan 221 - No longer a self supporting loan to Northam Aero Club now financed by general purpose revenue.

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

3. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2013/14

The Shire of Northam does not propose to raise any new debenture in 2013/14.

(c) Unspent Debentures

Council had no unspent debenture funds as at 30th June 2013, it is not expected to have any unspent debenture funds as at 30th June 2014.

(d) Overdraft

Council has not utilised an overdraft facility during the financial year although an overdraft facility of \$100,000 with the Bank of Western Australia does exist. It is not anticipated that this facility will be required to be utilised during 2013/14.

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

	October 2013 Actual \$	2013/14 Budget \$
4. RESERVES - CASH BACKED		
(a) Aged Accomodation Reserve		
Opening Balance	232,105	232,104
Interest	4,720	9,460
Amount Set Aside / Transfer to Reserve	0	15,900
Amount Used / Transfer from Reserve	0	(11,745)
	<u>236,825</u>	<u>245,719</u>
(b) Employee Liability Reserve		
Opening Balance	545,190	545,190
Interest	11,087	22,221
Amount Set Aside / Transfer to Reserve	0	50,000
Amount Used / Transfer from Reserve	(101,960)	(101,960)
	<u>454,317</u>	<u>515,451</u>
(c) Housing Reserve		
Opening Balance	225,269	225,269
Interest	4,581	9,182
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>229,850</u>	<u>234,451</u>
(d) Office Equipment Reserve		
Opening Balance	123,050	123,050
Interest	2,502	5,015
Amount Set Aside / Transfer to Reserve	0	5,000
Amount Used / Transfer from Reserve	0	(14,800)
	<u>125,552</u>	<u>118,265</u>
(e) Plant & Equipment Reserve		
Opening Balance	582,571	582,572
Interest	11,848	23,745
Amount Set Aside / Transfer to Reserve	0	250,000
Amount Used / Transfer from Reserve	0	(361,253)
	<u>594,419</u>	<u>495,064</u>
(f) Recreation Reserve		
Opening Balance	48,309	48,308
Interest	982	1,969
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	(50,277)
	<u>49,291</u>	<u>0</u>
(g) Road & Bridgeworks Reserve		
Opening Balance	635,182	635,182
Interest	12,918	25,889
Amount Set Aside / Transfer to Reserve	0	20,000
Amount Used / Transfer from Reserve	0	0
	<u>648,100</u>	<u>681,071</u>

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

	October 2013 Actual \$	2013/14 Budget \$
4. RESERVES - CASH BACKED (Continued)		
(h) Refuse Site Reserve		
Opening Balance	155,898	155,898
Interest	3,170	6,354
Amount Set Aside / Transfer to Reserve	0	40,000
Amount Used / Transfer from Reserve	0	(20,000)
	<u>159,068</u>	<u>182,252</u>
(i) Regional Development Reserve		
Opening Balance	129,289	129,290
Interest	2,629	5,270
Amount Set Aside / Transfer to Reserve	0	5,000
Amount Used / Transfer from Reserve	0	0
	<u>131,918</u>	<u>139,560</u>
(j) Speedway Reserve		
Opening Balance	125,231	125,231
Interest	2,547	5,104
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>127,778</u>	<u>130,335</u>
(k) Community Bus Replacement Reserve		
Opening Balance	9,656	9,656
Interest	196	393
Amount Set Aside / Transfer to Reserve	0	20,000
Amount Used / Transfer from Reserve	0	0
	<u>9,852</u>	<u>30,049</u>
(l) Septage Pond Reserve		
Opening Balance	196,241	196,341
Interest	3,991	8,002
Amount Set Aside / Transfer to Reserve	0	1,000
Amount Used / Transfer from Reserve	0	0
	<u>200,232</u>	<u>205,343</u>
(m) Killara Reserve		
Opening Balance	175,380	233,775
Interest	3,567	9,528
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	(154,174)
	<u>178,946</u>	<u>89,129</u>
(n) Stormwater Drainage Projects Reserve		
Opening Balance	6,272	6,272
Interest	128	257
Amount Set Aside / Transfer to Reserve	0	40,000
Amount Used / Transfer from Reserve	0	0
	<u>6,400</u>	<u>46,529</u>

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

	October 2013 Actual \$	2013/14 Budget \$
4. RESERVES - CASH BACKED (Continued)		
(o) Recreation and Community Facilities Reserve		
Opening Balance	413,642	413,642
Interest	8,412	16,859
Amount Set Aside / Transfer to Reserve	0	195,515
Amount Used / Transfer from Reserve	0	0
	<u>422,054</u>	<u>626,016</u>
(p) Administration Office Reserve		
Opening Balance	452,276	452,276
Interest	9,198	18,434
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>461,474</u>	<u>470,710</u>
(q) Council Buildings & Amenities Reserve		
Opening Balance	93,594	93,594
Interest	1,903	3,815
Amount Set Aside / Transfer to Reserve	0	250,000
Amount Used / Transfer from Reserve	0	0
	<u>95,497</u>	<u>347,409</u>
(r) River Town Pool Dredging Reserve		
Opening Balance	215,130	215,130
Interest	4,375	8,768
Amount Set Aside / Transfer to Reserve	0	50,000
Amount Used / Transfer from Reserve	0	0
	<u>219,505</u>	<u>273,898</u>
(s) Parking Facilities Construction Reserve		
Opening Balance	151,324	151,323
Interest	3,077	6,168
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>154,401</u>	<u>157,491</u>
(t) Art Collection Reserve		
Opening Balance	10,239	10,239
Interest	208	417
Amount Set Aside / Transfer to Reserve	0	5,000
Amount Used / Transfer from Reserve	0	0
	<u>10,447</u>	<u>15,656</u>
Total Cash Backed Reserves	4,515,928	5,004,398
Total Interest	92,040	186,850

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

	October 2013 Actual \$	2013/14 Budget \$
4. RESERVES - CASH BACKED (Continued)		
Summary of Transfers to Cash Backed Reserves		
Transfers to Reserves		
Aged Accomodation Reserve	4,720	25,360
Employee Liability Reserve	11,087	72,221
Housing Reserve	4,581	9,182
Office Equipment Reserve	2,502	10,015
Plant & Equipment Reserve	11,848	273,745
Recreation Reserve	982	1,969
Road & Bridgeworks Reserve	12,918	45,889
Refuse Site Reserve	3,170	46,354
Regional Development Reserve	2,629	10,270
Speedway Reserve	2,547	5,104
Community Bus Replacement Reserve	196	20,393
Septage Pond Reserve	3,991	9,002
Killara Reserve	3,567	9,528
Stormwater Drainage Projects Reserve	128	40,257
Recreation and Community Facilities Reserve	8,412	212,374
Administration Office Reserve	9,198	18,434
Council Buildings & Amenities Reserve	1,903	253,815
River Town Pool Dredging Reserve	4,375	58,768
Parking Facilities Construction Reserve	3,077	6,168
Art Collection Reserve	208	5,417
	<u>92,040</u>	<u>1,134,265</u>
Transfers from Reserves		
Aged Accomodation Reserve	0	(11,745)
Employee Liability Reserve	(101,960)	(101,960)
Housing Reserve	0	0
Office Equipment Reserve	0	(14,800)
Plant & Equipment Reserve	0	(361,253)
Recreation Reserve	0	(50,277)
Road & Bridgeworks Reserve	0	0
Refuse Site Reserve	0	(20,000)
Regional Development Reserve	0	0
Speedway Reserve	0	0
Community Bus Replacement Reserve	0	0
Septage Pond Reserve	0	0
Killara Reserve	0	(154,174)
Stormwater Drainage Projects Reserve	0	0
Recreation and Community Facilities Reserve	0	0
Administration Office Reserve	0	0
Council Buildings & Amenities Reserve	0	0
River Town Pool Dredging Reserve	0	0
Parking Facilities Construction Reserve	0	0
Art Collection Reserve	0	0
	<u>(101,960)</u>	<u>(714,209)</u>
Total Transfer to/(from) Reserves	<u>(9,920)</u>	<u>420,056</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

4. RESERVES (Continued)

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Aged Accomodation Reserve

Provision of future capital works requirements for aged units at Kuringal Village, Wundowie, and other sites within the Shire of Northam.

Employee Liability Reserve

Provision for employees future liability commitments, ie annual leave, long service leave requirements and negotiated gratuities and sickness payouts.

Housing Reserve

Reserve established for future construction of Community Housing in Wundowie.

Office Equipment Reserve

Acquisition and upgrading of Council offices, furniture, computers and general equipment. Funds not expected to be used in a set period as further transfer to the reserve account are expected as funds are utilised.

Plant & Equipment Reserve

Acquisition and upgrading of Council works plant and general equipment in accordance with plant replacement program. Funds not expected to be used in a set period as further transfer to the reserve account are expected as

Recreation Reserve

Purpose - Development and improvement of recreation and sporting facilities within the Shire of Northam. It is anticipated that this reserve will be fully utilised in 2013/14.

Road & Bridgeworks Reserve

Provision for upgrading of road and bridge infrastructure within the Shire of Northam. Funds not expected to be used in a set period as further transfer to the reserve account are expected as funds are utilised.

Refuse Site Reserve

Purpose - Development of Refuse Sites and related infrastructure and equipment, including provision for future replacement facility and/or site. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

Regional Development Reserve

Purpose - To provide for future projects whereby a broader range of development ideas may be required to be encouraged on a regional basis, in consultation with other stakeholders and/or Local Governments. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

Speedway Reserve

Purpose - To provide funds for possible future rehabilitation works required at the Northam Speedway site on Fox Road Northam. No date has been specified for the use of this Reserve.

Community Bus Replacement Reserve

Purpose - To provide funds for future replacement of the Shire of Northam Community Buses. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

Septic Pond Reserve

Purpose - To provide funds for future upgrades and maintenance to septic ponds and related infrastructure. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

4. RESERVES (Continued)

Killara Reserve

Purpose - To provide a fund for surplus funds from Killara Operations and a restricted cash for and unspent Killara Grants. No date has been specified for the use of this Reserve.

Stormwater Drainage Projects Reserve

Purpose - To provide funds for stormwater drainage projects. No date has been specified for the use of this Reserve.

Recreation and Community Facilities Reserve

Purpose - To provide fund for Recreation and Public Facilities within the Shire of Northam. No date has been specified for the use of this Reserve. 2% of net rates levied each year set aside for the provision of recreation and sport facilities.

Administration Office Reserve

Purpose - To provide a fund for the expansion or relocation of the Shire of Northam Administration Centre. No date has been specified for the use of this Reserve.

Council Buildings & Amenities Reserve

Purpose - Provision for maintenance and upgrading of Council buildings and amenities. Funds not expected to be used in a set period as further transfer to the reserve account are anticipated.

River Town Pool Dredging Reserve

Purpose - Provision for dredging and maintenance of the River Town Pool. Funds not expected to be used in a set period as further transfers to the reserve account are anticipated.

Parking Facilities Construction Reserve

Purpose - Provision for future car parking facilities. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

Art Collection Reserve

Purpose - Provision for the care and maintenance of the Shire of Northam's art collection, including acquisitions and disposal. Funds are not expected to be used in a set period as further transfers to the reserve account are anticipated.

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

	October 2013 Actual \$	2012/13 Financial Report \$	2012/13 Budget \$
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	8,046,825	1,088,147	137,560
Cash - Restricted Unspent Grants	731,546	7,926,739	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	4,515,928	4,525,847	4,910,954
Sundry Debtors	622,959	663,870	1,097,312
Rates - Current	3,844,563	760,089	0
Pensioners Rates Rebate	121,800	21,233	0
Provision for Doubtful Debts	(40,918)	(175,686)	0
GST Receivable	2,470	2,000	0
Accrued Income/Prepayments	0	53,968	0
Inventories	7,766	7,766	40,000
	<u>17,852,939</u>	<u>14,873,972</u>	<u>6,185,826</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(1,037,841)	(1,324,439)	(1,292,318)
Rates Income in Advance	(43,381)	0	0
GST Payable	0	(593)	0
Accrued Salaries & Wages	0	(161,869)	0
Accrued Interest on Debentures	0	(56,239)	0
Payroll Creditors	0	0	0
Accrued Expenditure	0	0	0
Withholding Tax Payable	0	0	0
Payg Payable	8,959	0	0
Loan Liability	(320,545)	(428,143)	0
Provision for Annual Leave	(341,996)	(410,738)	0
Provision for Long Service Leave	(260,623)	(273,765)	0
Other Payables	0	0	0
	<u>(1,995,427)</u>	<u>(2,655,786)</u>	<u>(1,292,318)</u>
NET CURRENT ASSET POSITION	15,857,512	12,218,186	4,893,508
Less: Cash - Reserves - Restricted	(4,515,928)	(4,525,847)	(4,910,954)
Less: Cash - Unspent Grants - Restricted	0	0	0
Add: Current Loan Liability	320,545	428,143	0
Add: Leave Liability Reserve	454,317	545,190	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>12,116,445</u>	<u>8,665,672</u>	<u>(17,446)</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2013/14 Rate Revenue \$	2013/14 Interim Rates \$	2013/14 Back Rates \$	2013/14 Total Revenue \$	2013/14 Budget \$
General Rate								
00 Non-Rateable	0.0000	692	1,587,260		0	0	0	0
01 GRV-Townsites Residential	9.7018	2,928	36,365,266	3,532,094	11,261	0	3,543,355	3,551,687
02 GRV-Northam Commercial/Industrial	10.8064	249	11,298,400	1,217,384	0	0	1,217,384	1,222,050
05 Agricultural Local	0.5226	481	153,306,000	802,269	785	0	803,054	807,277
06 Agricultural Regional	0.4331	210	112,043,000	484,353	191	(260)	484,284	491,358
07 Rural Small Holdings	0.5958	549	96,238,000	573,386	0	0	573,386	577,486
Sub-Totals		5,109	410,837,926	6,609,486	12,237	(260)	6,621,463	6,649,858
Minimum Rates								
01 GRV-Northam Town Gen	790	954	4,307,907	754,450	0	0	754,450	753,660
02 GRV-Northam Town Diff	790	43	177,888	33,970	0	0	33,970	33,970
05 Agricultural Local	790	155	12,738,910	122,450	0	0	122,450	122,450
06 Agricultural Regional	790	200	22,714,600	158,000	0	0	158,000	158,000
07 Rural Small Holdings	790	101	12,559,000	79,790	0	0	79,790	79,790
Sub-Totals		1,453	52,498,305	1,148,660	0	0	1,148,660	1,147,870
Less Rates Written Off							7,770,123	7,797,728
Ex-Gratia Rates							0	0
Excess Rate Receipts							12,953	12,950
Totals							(136,916)	0
							7,646,160	7,810,678

SHIRE OF NORTHAM
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

6. RATING INFORMATION (Continued)

All land except exempt land in the Shire of Northam is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2013/14 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

The differential rates differed from those advertised as due to delays in obtaining Ministerial approval, it has been decided not to spot rate Springhill, Princes Plant Nursery, Ausbao/Bakers Hill Engineering, Archer/Outback Mining and Holcim. The effect of this is a reduction in rate revenue of \$10,496. These properties are to be rated as per their zoning Agricultural Regional and Agricultural Local.

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

7. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail		Balance 01-Jul-13 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Town Hall Bond	1	0	2,000	(500)	1,500
Lesser Hall Bond	2	400	500	0	900
POS - Cash in Lieu	6	293,253	20,858	(18,000)	296,111
Bonds - Building	7	36,000	0	0	36,000
Crossovers - Bond	9	91,392	0	0	91,392
Recreation Centre Bond	11	400	0	0	400
Facilities - Bonds	18	500	0	(300)	200
Footpath/Kerbing Deposit	22	89,500	18,000	(8,000)	99,500
Retentions	26	37,977	24,159	0	62,136
Sundry Trust	27	8,310	0	0	8,310
Building & Construction (B	29	0	14,698	(13,051)	1,647
Builders Reg Board Levy	30	0	8,935	(7,596)	1,339
Standpipe Key	31	5,850	0	(50)	5,800
Resited Dwellings	32	7,200	0	0	7,200
Deposits-Extractive Indust	33	249,494	3,116	0	252,610
Other	34	14,873	330	(3,740)	11,463
Other - Rental Bond	35	400	0	0	400
Bonds - Animal Traps	36	55	450	(320)	185
Storm Damage Donations	38	175	0	0	175
		<u>835,779</u>	<u>93,846</u>	<u>(51,557)</u>	<u>878,068</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

8. OPERATING STATEMENT

	October 2013 Actual \$	2013/14 Budget \$	2012/13 Actual \$
OPERATING REVENUES			
Governance	13,912	14,526	97,024
General Purpose Funding	8,260,572	10,223,228	11,968,418
Law, Order, Public Safety	105,081	644,452	568,104
Health	4,644	43,500	184,211
Education and Welfare	1,230,819	2,289,527	1,859,021
Housing	10,761	50,201	38,489
Community Amenities	1,628,925	2,354,246	2,064,117
Recreation and Culture	66,871	1,588,920	474,703
Transport	574,695	3,588,330	1,645,688
Economic Services	271,875	1,566,602	944,536
Other Property and Services	22,210	72,500	134,461
TOTAL OPERATING REVENUE	12,190,365	22,436,032	19,978,772
OPERATING EXPENSES			
Governance	324,142	967,085	867,871
General Purpose Funding	63,482	298,824	426,757
Law, Order, Public Safety	313,766	1,128,721	1,040,194
Health	121,789	413,271	574,346
Education and Welfare	443,562	1,454,401	1,352,950
Housing	23,347	96,648	99,379
Community Amenities	1,069,771	3,557,525	2,873,879
Recreation & Culture	815,280	4,067,166	3,533,794
Transport	822,553	4,597,146	4,691,672
Economic Services	627,259	2,394,309	2,799,727
Other Property and Services	217,268	80,491	113,434
TOTAL OPERATING EXPENSE	4,842,219	19,055,587	18,374,004
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	7,348,146	3,380,445	1,604,768

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

9. BALANCE SHEET

	October 2013 Actual \$	2012/13 Actual \$
CURRENT ASSETS		
Cash Assets	13,294,299	13,540,732
Receivables	4,622,770	1,612,118
Inventories	<u>7,766</u>	<u>7,765</u>
TOTAL CURRENT ASSETS	<u>17,924,835</u>	<u>15,160,615</u>
NON-CURRENT ASSETS		
Receivables	671,205	621,517
Inventories	884,118	884,118
Property, Plant and Equipment	29,697,889	28,854,702
Infrastructure	<u>44,594,660</u>	<u>41,710,920</u>
TOTAL NON-CURRENT ASSETS	<u>75,847,872</u>	<u>72,071,257</u>
TOTAL ASSETS	<u>93,772,707</u>	<u>87,231,872</u>
CURRENT LIABILITIES		
Payables	1,072,262	1,690,090
Interest-bearing Liabilities	320,545	428,143
Provisions	<u>602,619</u>	<u>684,502</u>
TOTAL CURRENT LIABILITIES	<u>1,995,426</u>	<u>2,802,735</u>
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	4,150,256	4,150,256
Provisions	<u>115,705</u>	<u>115,705</u>
TOTAL NON-CURRENT LIABILITIES	<u>4,265,961</u>	<u>4,265,961</u>
TOTAL LIABILITIES	<u>6,261,387</u>	<u>7,068,696</u>
NET ASSETS	<u>87,511,320</u>	<u>80,163,176</u>
EQUITY		
Retained Surplus	82,171,027	74,812,964
Reserves - Cash Backed	4,515,928	4,525,847
Reserves - Asset Revaluation	<u>824,365</u>	<u>824,365</u>
TOTAL EQUITY	<u>87,511,320</u>	<u>80,163,176</u>

SHIRE OF NORTHAM

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013

10. FINANCIAL RATIO

	2013 YTD	2012	2011	2010
Current Ratio	8.23	1.18	1.53	2.23

The above rates are calculated as follows:

Current Ratio equals
$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

**SHIRE OF NORTHAM
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY TO 31 OCTOBER 2013**

11. Material Variances Notes

Operating	NOTE	October 2013 Actual	October 2013 Y-T-D Budget	Projected 2013/14 Budget	Variances Actuals to Budget \$	Actual Budget to Y-T-D %	(Variance of 10% or above \$10,000 considered Material)
8		13,912	4,824	14,526	9,088	188.39%	
Revenues/Sources							
Governance		614,412	571,363	2,412,550	43,049	7.53%	Higher than anticipated insurance rebate
General Purpose Funding		105,081	214,768	644,452	(109,687)	(51.07%)	Excess Rates Journalled back to balance sheet, higher than anticipated
Law, Order, Public Safety		4,644	14,496	43,500	(9,852)	(67.96%)	Interest on reserves
Health							Timing FESA Grant Funding
Education and Welfare		1,230,819	1,487,992	2,289,527	(257,173)	(17.28%)	Timing of Lotterywest funding \$250,000 yet to be received, lower than anticipated Fees Outside School Care
Housing		10,761	16,728	50,201	(5,967)	(35.67%)	Pool House yet to be rented
Community Amenities		1,628,925	1,690,860	2,354,246	(61,935)	(3.66%)	Timing Differences - rubbish charges raised under budget \$53,000
Recreation and Culture		66,871	299,612	1,588,920	(232,741)	(77.68%)	Timing of Grant Funding
Transport		574,695	999,434	3,588,330	(424,739)	(42.50%)	Timing differences of funding recoups
Economic Services		271,875	522,144	1,566,602	(250,269)	(47.93%)	Timing Differences for Grant funding
Other Property and Services		22,210	24,156	72,500	(1,946)	(8.06%)	
		4,544,205	5,846,377	14,625,354	(1,302,172)	(22.27%)	
8		(324,142)	(363,102)	(967,085)	38,960	10.73%	Timing differences & no depreciation raised
(Expenses)/(Applications)		(63,482)	(99,596)	(298,824)	36,114	36.26%	Timing Valuation & Debt Recovery Expenses
Governance		(313,766)	(404,433)	(1,128,721)	90,667	22.42%	Depreciation not run, as asset register yet to be closed.
General Purpose Funding		(121,789)	(141,820)	(413,271)	20,031	14.12%	Timing differences & no depreciation raised
Law, Order, Public Safety		(443,562)	(486,607)	(1,454,401)	43,045	8.85%	Timing differences & no depreciation raised
Health		(23,347)	(34,995)	(96,648)	11,648	33.28%	Timing of property maintenance & insurance. No depreciation raised estimate to date. No depreciation raised
Education and Welfare		(1,069,771)	(1,189,082)	(3,557,525)	119,311	10.03%	Refuse Collection \$31,713 & Refuse Site Mic \$46,948 under budget
Housing							Depreciation not run, as asset register yet to be closed. Super Towns
Community Amenities							Environmental Study lower than anticipated to date. Timing Swimming Pools & Parks Mic Expenditure
Recreation & Culture		(815,280)	(1,445,285)	(4,067,166)	630,005	43.59%	Depreciation not run, as asset register yet to be closed. Timing of Works
Transport		(822,553)	(1,685,440)	(4,597,146)	862,887	51.20%	Timing of Works & Events
Economic Services		(627,259)	(871,148)	(2,394,309)	243,889	28.00%	Allocation of Plant & Public Works Overheads will adjust throughout the year
Other Property and Services		(217,268)	(127,507)	(80,491)	(89,761)	(70.40%)	
		(4,842,219)	(6,849,015)	(19,055,587)	2,006,796	(29.30%)	

BANK RECONCILIATION STATEMENT
 Period Ending 31st October 2013

	Muni Fund Shire	Trust Fund Shire	Reserve A/c Shire	Unspent DITRD & LG Grant Shire
Balance as per Bank Statements				
ANZ 2645-61899	\$ 1,041,491.44			
Business Bonus 028-0331279	\$5,375,526.16			
Muni Operating A/C 028-5350119	\$149,032.18			
ANZ - WA TREASURY BANK	\$582,742.78			
Term Deposit (Muni) 028-0390116	\$1,571,865.94			
Term Deposit (Trust)T183 028-036059-9		\$25,137.50		
Term Deposit (Trust)T396 0387254		\$32,661.35		
Term Deposit (Trust) POS 9975-02546		\$296,111.49		
Term Deposit (Trust) Extractiv 028-695773-2		\$95,291.21		
Term Deposit (Trust)T376 & T- 028-0392516		\$76,856.90		
Term Deposit (Trust)T527 028-0386517		\$22,719.17		
Trust Operating A/C 028-5350143		\$305,630.90		
Term Deposit(Trust)T655 9714-47294		\$24,159.05		
Business Bonus(Reserve) 028-0364535			\$26,251.50	
Term Term Deposit 028-0390108			\$638,906.13	
ANZ Term Deposit 9974-65749			\$3,850,770.58	
ANZ Banl T/D(DITRD & LG) 9971-31749				\$148,803.41
Business Bonus Grant Fund 038594-7				
Total As Per Bank Statements	\$8,720,658.50	\$878,567.57	\$4,515,928.21	\$148,803.41
Plus				
Outstanding Deposits	8,092.19	-		
Outstanding Dep (Trust)				
Outstanding Dep (Muni)				
	\$8,092.19	\$0.00	\$0.00	\$0.00
Less				
Unpresented Cheques	(102,213.01)	(500.00)		
	(\$102,213.01)	(\$500.00)	\$0.00	\$0.00
Adjustments				
Killara Transfer from Muni to Reserve				
Meat Inspection Trans Muni to Reserve				
Killara Transfer from Reserve to Muni				
Transfer of bank fee charges Unspent Grants				
Bank Statement Balance after Adjustment:	\$8,626,537.68	\$878,067.57	\$4,515,928.21	\$148,803.41
General Ledger Accounts				
111000010 MUNI BANK	8,043,794.90			
1111800010 Trust Bank		878,067.57		
1111001010 Short Term Investment	582,742.78		0.00	
1111501010 Reserve Inv Bank			4,515,928.21	
1111002010 Unspent Grant				\$148,803.41
Balance Per General Ledger Accounts	\$8,626,537.68	\$878,067.57	\$4,515,928.21	\$148,803.41
IMBALANCE	\$0.00	\$0.00	\$0.00	\$0.00

Prepared by *J.A. Barber* Confirmed by *[Signature]*
 POSITION : FINANCE OFFICER POSITION : EXECUTIVE MANAGER CORPORATE SERVICES
 6/11/2013

13.3.3 MASTER LENDING AGREEMENT

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	8.2.2.1
Officer:	Denise Gobbart
Officer Interest:	Nil
Policy:	Nil
Voting:	Absolute Majority
Date:	27 November 2013

PURPOSE

For Council consideration to enter into a Master Lending Agreement for local governments (LGMLA) with the Western Australian Treasury Corporation (WATC).

BACKGROUND

WATC is implementing a Master Lending Agreement for local governments. The LGMLA has been developed to incorporate the recently introduced Commonwealth Governments Personal Property Security Act 2009 (PPSA) and to improve the efficiency of the lending processes to local governments. The LGMLA has been reviewed by the State Solicitor's Office and the Department of Local Government.

The LGMLA incorporates all future and existing loans together under one agreement therefore removing the need for individual loan agreements to be executed under seal each time loan funds are advanced by WATC. As a local government is only permitted to provide security in the way of a charge over its general funds pursuant to section 6.21 of the Local Government Act, WATC was advised of the requirement to register these charges under the PPSA and include reference to this requirement within the new LGMLA.

STATUTORY REQUIREMENTS

Local Government Act 1995, Part 6 Financial Management

6.20. *Power to borrow*

- (1) *Subject to this Act, a local government may —*
- (a) *borrow or re-borrow money; or*
 - (b) *obtain credit; or*
 - (c) *arrange for financial accommodation to be extended to the local government in ways additional to or other than borrowing money or obtaining credit,*

to enable the local government to perform the functions and exercise the powers conferred on it under this Act or any other written law.

- (2) *Where, in any financial year, a local government proposes to exercise a power under subsection (1) (**power to borrow**) and details of that proposal have not been included in the annual budget for that financial year —*
- (a) *unless the proposal is of a prescribed kind, the local government must give one month's local public notice of the proposal; and*
 - (b) *the resolution to exercise that power is to be by absolute majority.*
- (3) *Where a local government has exercised a power to borrow and —*
- (a) *it does not wish to proceed with the performance of the function or the exercise of the power for which the power to borrow was exercised; or*
 - (b) *after having completed the performance of the function or the exercise of the power for which the power to borrow was exercised, any part of the money borrowed, credit obtained or financial accommodation arranged has not been expended or utilized,*

the local government may resolve to expend the money or utilize the credit or financial accommodation for another purpose if one month's local public notice is given of the proposed change of purpose.*

** Absolute majority required.*

- (4) *A local government is not required to give local public notice under subsection (3) —*
- (a) *where the change of purpose has been disclosed in the annual budget of the local government for the relevant financial year; or*
 - (b) *in such other circumstances as are prescribed.*
- (5) *A change of purpose referred to in subsection (3) is to be disclosed in the annual financial report for the year in which the change occurs.*

CONFORMITY WITH THE COMMUNITY STRATEGIC PLAN

OBJECTIVE: G2 Improve organisational capability and capacity

STRATEGY: G2.3 Operate in a financially sustainable manner

BUDGET IMPLICATIONS

Entering into this LGMLA has no impact on this budget. Any future intention to borrow is to be included in an Annual Budget or resolution by absolute majority of the local government in accordance with LGA s6.20.

OFFICER'S COMMENT

The proposed LGMLA is designed to simplify the lending process with the WATC, particularly with reporting to external agencies. For the Shire to borrow funds the power remains within the provisions of the Local Government Act 1995.

On making an application for funds, the process of borrowing will still be required to be met. When making an application supporting information from the most recent audited financial report and the current budget is to be supplied. From this information WATC determine whether our credit criteria is being met and if an advance is to be made. Nothing in this LGMLA prohibits the local government from sourcing other avenues of financing.

The LGMLA may be terminated in the following manner;

- (i) At any time by either party providing at least 30 days' written notice to the other;
- (ii) At any time by mutual agreement of the parties;
- (iii) On a date specified in a notice served by the WATC following another event of default; and
- (iv) Immediately, upon occurrence of a Vires Event of Default.

The officer recommends to Council that the LGMLA be entered into with the WATC.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2196

Moved: Cr R Head

Seconded: Cr D Hughes

That Council by absolute majority:

- 1. Enters into a Master Lending Agreement with Western Australian Treasury Corporation as per the document presented;**
- 2. Approves the affixation of the Common Seal of the Shire of Northam to the said Master Lending Agreement; and**
- 3. Authorise the Chief Executive Officer, Agent or any one of the Designated Senior Employees of the Shire of Northam authorised by the Chief Executive Officer from time to time to sign scheduled documents under the Master Lending Agreement and or to give instructions thereunder on behalf of the Shire of Northam.**

CARRIED BY ABSOLUTE MAJORITY 10/0

MASTER LENDING AGREEMENT

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION

AND

SHIRE OF NORTHAM

DATED AS OF 1st JANUARY 2014

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This Agreement dated as of the 1st January day of 2014

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION (ABN 22 300 359 323)
(*Corporation*)

AND

SHIRE OF NORTHAM (ABN 42826617380) (*Borrower*)

WHEREAS:

- A. The Corporation has provided lending facilities to the Borrower under the Existing Facility Agreements.
- B. The Corporation agrees to provide the Facility to the Borrower on the terms and conditions contained in this Agreement.
- C. The Facility is an updating and consolidation of the Existing Facility Agreements and also provides further flexibility in the manner in which lending can take place.
- D. The terms and conditions of this Agreement:
 - (a) replace the terms and conditions of the Existing Facility Agreements, so that this Agreement applies to:
 - (i) loans and advances previously provided to the Borrower under Existing Facility Agreements; and
 - (ii) loans and advances provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments as at the date of this Agreement; and
 - (b) apply to all loans and advances provided by the Corporation to the Borrower hereunder after the date of this Agreement.

The Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words have the meanings designated below unless otherwise provided:

Account means an account operated by the Borrower with the Corporation for the purposes of this Agreement.

Act means the Western Australian Treasury Corporation Act 1986.

Addendum means an addendum to this Agreement.

Advance means an advance of money made under the Facility by the Corporation to the Borrower and includes all loans and advances that have been or will be:

- (a) provided to the Borrower under the Existing Facility Agreements and outstanding at the date of this Agreement;
- (b) provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments on foot at, or drawdown notices given under an Existing Facility Agreement outstanding on, the date of this Agreement;
- (c) provided to the Borrower by the Corporation hereunder after the date of this Agreement; and
- (d) made after the Termination Date in accordance with any Forward Lending commitment on foot at the Termination Date.

Agreement means this agreement, its schedules, annexures, addenda and each Confirmation given by the Corporation to the Borrower under this Agreement.

Annexure means an annexure to this Agreement.

Authorised Signatory means a person duly authorised by the Borrower as provided for in clause 31.1 to give instructions to the Corporation on its behalf, or otherwise to act on its behalf, from time to time, for the purposes of this Agreement, either generally or in relation to specified actions.

Bank Account means a bank account maintained by a Party in Australia with a bank authorised and supervised by the Australian Prudential Regulation Authority under the Banking Act 1959 (Cth) to carry on banking business in Australia or, for payments in a currency that is not Australian dollars, a financial institution with equivalent status in another country that is acceptable to the Corporation in its reasonable opinion, and notified to the other Party from time to time.

Borrower's SSI means the Borrower's standard settlement instructions notified by the Borrower to the Corporation from time to time for a Bank Account into which all moneys payable to the Borrower are to be paid under this Agreement, and which are acceptable to the Corporation acting reasonably.

Business Day means any day not being a Saturday or Sunday on which banks generally are open for business in each of Perth, Melbourne and Sydney.

Business Day Convention means the convention for adjusting any relevant date for the performance of any obligation or the taking of any action under this Agreement if that date would otherwise fall on a day that is not a Business Day.

Charge means the charge created under clause 5.1 of this Agreement.

Confirmation means a confirmation given by the Corporation to the Borrower setting out the terms applicable to an Advance made or to be made under the Facility.

Corporation's SSI means the Corporation's standard settlement instructions notified by the Corporation to the Borrower from time to time for a Bank Account into which all moneys payable to the Corporation are to be paid under this Agreement.

Costs means any and all costs incurred by the Corporation that arise from a default by the Borrower, demand for Mandatory Prepayment, termination other than a voluntary termination by either Party, or enforcement.

Default Interest Rate means the rate 2% per annum above the Corporation's overnight lending rate on each relevant day.

Designated Date means the date notified by the Corporation in accordance with, or the date set by operation of, the terms of this Agreement (as the case may be) for the Mandatory Prepayment of any Advance.

Discount means the amount by which the Corporation benefits from the Prepayment of an Advance.

Drawdown Notice means a written request for an Advance given by the Borrower to the Corporation in accordance with the Annexure for the relevant Product.

Email notice means a notice given by the Borrower to the Corporation by a computer based electronic mailing system.

Event of Default means a Vires Event of Default or an Other Event of Default.

Existing Facility Agreements means:

(a) Loan Agreements

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
224	\$1,100,000.00	6.4800% p.a.	29/04/2011	30/04/2031
225	\$900,000.00	6.4800% p.a.	29/04/2011	30/04/2031
226	\$400,000.00	5.2000% p.a.	30/04/2012	30/04/2032

(b) Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
206	\$470,000.00	5.9400% p.a.*	24/12/1998	15/12/1018
208	\$60,000.00	7.4600% p.a.*	11/10/1999	11/10/2019
210	\$63,126.00	6.1200% p.a.*	22/01/2001	22/01/2016
215	\$281,000.00	6.7700% p.a.*	14/06/2002	15/06/2017
217	\$1,800,000.00	5.7800% p.a.*	08/05/2003	08/05/2018
218	\$200,000.00	5.9400% p.a.*	28/07/2003	22/07/2018
219	\$300,000.00	5.9000% p.a.*	17/10/2003	17/10/2018
221	\$103,060.00	6.2200% p.a.	31/05/2006	31/05/2018
222	\$105,000.00	5.4700% p.a.	17/04/2009	17/04/2019
223	\$1,000,000.00	6.0600% p.a.	07/12/2009	31/01/2020

*guarantee fee incorporated into the interest rate.

(All existing Loan Agreements and Debentures referred to in (a) and (b) above are collectively referred to as “**Existing Facility for Term Fixed Rate Lending**”.)

Facility means the lending facility provided by the Corporation to the Borrower under this Agreement from time to time.

Fees means fees charged by the Corporation to the Borrower from time to time in connection with this Agreement, the Facility, an Advance or a Forward Lending, described in clause 18.

First Schedule means the first schedule to this Agreement.

Forward Lending means a commitment of the Corporation to advance funds and a commitment of the Borrower to borrow funds in accordance with the terms of a Confirmation issued by the Corporation in accordance with this Agreement, or an Existing Facility Agreement, prior to those funds being advanced by the Corporation.

General Funds has the meaning given in section 6.21(4) of the *Local Government Act*.

Increased Costs means those costs described in clause 19.

Interest Payment Date means a date when interest is payable on an Advance.

Interest Rate means the interest rate for an Advance applying for all or part of the term of that Advance as applicable.

Local Government Act means the Local Government Act 1995 (WA).

Mandatory Prepayment means an early repayment by the Borrower in respect of any outstanding Advance or part of an Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is required by the

Corporation to be made under or in accordance with the provisions of this Agreement following the occurrence of an Event of Default.

Mandatory Prepayment Notice means a notice referred to in clause 27 requiring the Borrower to repay to the Corporation the outstanding Advances specified in the notice, or terminating any specified Forward Lendings, on the Designated Date specified in the notice.

Market Valuation means a valuation made by the Corporation under the procedure set out in clause 16.

Market Valuation Adjustment means the adjustment to be made to reflect an additional or reduced amount to be repaid by the Borrower to extinguish the Borrower's liability in respect of all or part of an Advance on Prepayment, as described in clause 16.4 or to terminate obligations in relation to all or part of a Forward Lending.

Maturity Date means the date that an Advance is scheduled to be repaid by the Borrower to the Corporation, and where an Advance is made on the basis that it is to be repaid by more than one payment, the date that the last of these payments is to be made, as set out in the relevant Confirmation.

Other Event of Default means each of the events set out in paragraphs (c) to (i) inclusive of clause 25.

Outstanding Payment means the value of any payment that remains outstanding after the date on which that payment was due to be made in accordance with this Agreement.

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

Premium means the amount necessary to compensate the Corporation for the Prepayment of an Advance.

Prepayment means a Mandatory Prepayment or a Voluntary Prepayment.

Prepayment Amount means the amount required to extinguish the indebtedness of the Borrower in relation to all or part of one or more Advances prior to the scheduled date for its or their repayment, or to terminate obligations in relation to all or part of one or more Forward Lendings, including without limitation a Market Valuation Adjustment.

Product means a type of Advance available to the Borrower under the Facility and identified in the First Schedule, as amended from time to time.

Product Facility Limit means the aggregate amount the Borrower may have outstanding at any time in respect of any Product, being the sum of all Advances the Corporation has agreed to provide to the Borrower under the relevant Product from time to time minus any amounts cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Law means:

- (a) the PPSA; and
- (b) any regulations in force from time to time made under the PPSA.

PPSA Register means the personal property securities register established under section 147 of the PPSA.

PPSA Security Interest has the meaning given to "security interest" in section 12 of the PPSA.

Rate Set Notice means a notice by the Corporation to the Borrower as described in clause 11.2.

Second Schedule means the second schedule to this Agreement.

Secured Money means all amounts under or in connection with the Facility or this Agreement or both:

- (a) which now or in the future are owing or payable (actually or contingently) by the Borrower to the Corporation;
- (b) which, having now or in the future become owing or payable (actually or contingently) by the Borrower to the Corporation, cease to be owing under any law relating to bankruptcy or insolvency and remain unpaid by the Borrower;
- (c) that now or in the future there is a prospect may become owing or payable (actually or contingently) by the Borrower to the Corporation, for any reason including moneys and damages payable by the Borrower, alone, jointly or jointly and severally with any other person, or by the Borrower in its own right or in any capacity; or
- (d) which can be debited by the Corporation to the Account or any other account of the Borrower.

Secured Property means all of the present and future interest and rights of the Borrower in the General Funds of the Borrower from time to time, including all present and future claims, causes of action, payments and proceeds in respect thereof.

State means the State of Western Australia.

Termination Date means the date on which the Facility is terminated in accordance with this Agreement.

Termination Procedure means the procedure set out in clause 27 of this Agreement.

Vires Event of Default means each of the events set out in clauses 25(a) and (b).

Voluntary Prepayment means an early repayment in respect of any Advance or part of any Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is made voluntarily by the Borrower.

Voluntary Prepayment Notice means a notice referred to in clause 16.1 notifying the Corporation that the Borrower wishes to make a Voluntary Prepayment.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (c) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (d) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) references to this Agreement include its Schedules and Annexures;
- (f) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (g) references to time are to local time in Perth, Western Australia unless otherwise stated;
- (h) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (i) references to currency are to Australian currency unless otherwise stated;
- (j) no rule of construction applies to the disadvantage of a Party on the basis that that Party put forward this Agreement or any part of this Agreement;
- (k) a reference to any thing is a reference to the whole and each part of it; and
- (l) words and phrases which are defined in the PPSA and which have relevance to this Agreement but are not defined in this Agreement have the same meaning as in the PPSA.

- 1.3 It is acknowledged and agreed by the Parties that when an amendment to or passing of legislation takes place during the term of this Agreement which is relevant to this Agreement, such amendment or passing applies to the application of this Agreement from the time of its occurrence and whether or not notice is given by the Corporation of the amendment or passing.

- 1.4 If the Corporation reasonably forms the opinion that there has been a change in a market convention that is relevant to this Agreement, or to any Product or transaction under this Agreement, the Corporation shall notify the Borrower of such change and this Agreement and the affected transactions shall be amended as provided in the notice to the Borrower from the Corporation setting out those amendments required by the Corporation. Upon request by the Borrower, the Corporation will provide to the Borrower a copy of information on the new market convention from a recognised financial market body in the relevant market.

2. PRODUCTS:

2.1 The Corporation offers to:

- (a) keep on foot all advances made under the Existing Facility Agreements outstanding on the date of this Agreement;
- (b) advance funds in accordance with the terms of any Forward Lending commitment arising under an Existing Facility Agreement prior to the date of this Agreement; and
- (c) make available to the Borrower financial accommodation by lending under this Agreement,

through the Products set out in the First Schedule as amended from time to time.

2.2 The terms and conditions on which:

- (a) Advances have been provided to the Borrower under Existing Facility Agreements; and
- (b) Advances will be provided to the Borrower after the date of this Agreement under Forward Lending commitments and drawdown notices given under Existing Facility Agreements,

shall be replaced in their entirety by the terms and conditions of this Agreement.

2.3 Terms and conditions relating to each Product are set out in the Annexure relating to that Product.

2.4 The Corporation may at its discretion from time

to time remove Products or incorporate additional Products into this Agreement together with Annexures relevant thereto by giving written notice of such removal or addition to the Borrower. The removal of a Product will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

- 2.5 Subject to clause 18, the Corporation may on not less than 30 days' written notice to the Borrower amend the terms and conditions which apply to a Product and, subject to clause 3.3, and in consultation with the Borrower, may reduce the Product Facility Limit for any Product where applicable. The reduction of a Product Facility Limit will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.
- 2.6 Subject to clause 2.7, and unless expressly provided otherwise, the terms and conditions contained in clauses 1 to 33 of this Agreement are applicable to all Products.
- 2.7 Where any term or condition of an Annexure in respect of a Product is inconsistent with any term or condition in clauses 1 to 33 of this Agreement, then the term or condition contained in the Annexure in respect of the Product shall prevail to the extent of the inconsistency.

3. TERMINATION OF FACILITY OR PART THEREOF:

- 3.1 The Facility commences on the date hereof and continues until the Termination Date. Subject to clause 3.3, any part of the Facility may be terminated at any time by either Party giving no less than 30 days' written notice to the other of the amount and/or type of Product or Products that are cancelled.
- 3.2 The Facility may be terminated:
 - (a) (i) at any time by either Party providing at least 30 days' written notice to the other;
 - (ii) at any time by mutual agreement of the Parties;

- (b) on the date specified in a notice served by the Corporation on the Borrower following an Other Event of Default in accordance with clause 26.2; and
- (c) immediately, upon the occurrence of a Vires Event of Default, in accordance with clause 26.1,

and the date on which the Facility is terminated in accordance with this clause 3.2 is the Termination Date.

3.3 If the Facility is terminated under clause 3.2(a), after the Termination Date the Parties will comply with all obligations in relation to Forward Lendings and Advances outstanding on the Termination Date, which will continue to be repayable on their respective Maturity Dates unless:

- (a) a Vires Event of Default occurs prior to the respective Maturity Dates, in which case all Advances then outstanding are immediately due and payable and any obligations in respect of Forward Lendings are immediately terminated in accordance with the provisions of clause 26.1; or
- (b) an Other Event of Default occurs and the Corporation gives notice to the Borrower under clause 26.2 declaring Advances due and payable, and/or obligations in respect of Forward Lendings terminated, on the Designated Date or Designated Dates; or
- (c) alternative arrangements are agreed by the Parties in relation to Forward Lendings and for the repayment or refinancing of the indebtedness of the Borrower under this Agreement prior to the respective Maturity Dates.

4. FACILITY LIMIT

The total amount of debt outstanding at any time shall be the aggregate of all borrowings approved by the Corporation in respect of each product specified in the Annexes to this Agreement in accordance with the application process set out in

clause 7 of this Agreement, less any amounts that have been cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

5. SECURITY, PPSA SECURITY INTEREST AND ATTACHMENT:

- 5.1 The Borrower charges the Secured Property to the Corporation to secure the payment of the Secured Money to the Corporation.
- 5.2 The Charge is a PPSA Security Interest.
- 5.3 The Borrower acknowledges and agrees:
 - (a) the Corporation has given value for the PPSA Security Interest in the Secured Property by its provisions under this Facility or the Existing Facility Agreements or by providing or continuing to make available any financial accommodation under or in connection with this Facility or the Existing Facility Agreements;
 - (b) nothing in this Agreement or in any of the Existing Facility Agreements constitutes an agreement that a security interest under this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA;
 - (c) it has not made any agreement with a secured party to vary the time of attachment of a PPSA Security Interest; and
 - (d) for the purposes of sub section 20(2) of the PPSA, the Charge covers the present and future interests and rights of the Borrower in the Borrower's General Funds.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

- 6.1 The Borrower represents and warrants that:
 - (a) it is a local government constituted under the Local Government Act;
 - (b) it has in full force and effect all approvals, authorisations and consents necessary to

enter validly into this Agreement, to borrow and to fulfil its obligations in relation to each Advance provided hereunder and to give the Charge;

- (c) this Agreement has been validly executed by the Borrower;
- (d) the Borrower has complied with all requirements under the Local Government Act and Regulations under the Local Government Act in respect of this Agreement, and that all Advances have been approved by the Borrower in its annual budget or satisfy the provisions of Section 6.20(2) of the Local Government Act;
- (e) each Advance is financially sustainable and that the Borrower is not aware of any event, circumstance or action by the Borrower which may adversely affect its ability to service the Advance;
- (f) the Borrower has not created any charge, mortgage, pledge or lien upon over or in respect of the General Funds of the Borrower in favour of any other lending institution, bank or third party other than those charges mortgages, pledges or liens that have already been notified to the Corporation .
- (g) there has been no material adverse change in the financial position of the Borrower, and the Borrower will immediately notify the Corporation if a material adverse change in the financial position occurs.
- (h) it does not have any interest, obligation or arrangement, whether directly or indirectly, that conflicts or may potentially conflict with its obligations under this Agreement, and if any such interest, obligation or arrangement should arise, the Borrower will promptly advise the Corporation thereof.
- (i) no Event of Default (including without limitation, a breach of a term or condition included in this Agreement pursuant to Clause 26.2(c)) has occurred and is continuing, other than an Event of Default which has been waived in writing by the Corporation.
- (j) Drawdown Notices, applications for

Advances and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose are valid and shall bind the Borrower.

6.2 The Borrower undertakes that it will observe all obligations under the approvals, authorisations and consents referred to in clause 6.1(b) and carry out and fulfil its obligations hereunder.

6.3 The representations and warranties set out in clause 6.1 are deemed to be repeated in respect of each application for an Advance hereunder.

7. APPLICATIONS FOR ADVANCES

7.1 The Borrower may apply for an Advance by submitting an application to the Corporation in a manner and form prescribed by the Corporation from time to time.

7.2 The Borrower shall obtain in advance of making an application all necessary approvals, authorisations and consents that are necessary in respect of each Advance.

7.3 The making of each Advance is subject to the condition that the Corporation's credit criteria in effect at the relevant time for such lending are met by the Borrower.

7.4 The Borrower shall upon request provide the Corporation with such information as may be reasonably required by the Corporation to determine whether its credit criteria are met by the Borrower.

7.5 A determination made by the Corporation as to whether its credit criteria are met by the Borrower shall be final and the Corporation shall not be required to disclose such details of the determination to the Borrower.

7.6 The Corporation may at its discretion cancel or delay the making of an Advance if any required information in relation to the Borrower is not provided to the Corporation in a timely manner to undertake/complete its credit assessment. The costs incurred by the Corporation in connection

with the cancelling or delaying of an Advance as certified by the Corporation shall be promptly paid to the Corporation by the Borrower.

7.7 The Corporation may in its absolute discretion decline an application for an Advance where the Borrower has not met the Corporation's credit criteria in effect at the relevant time and where the Advance is not considered by the Corporation to be financially sustainable.

- 8. **ACCOUNTS:** Advance will be made on one Account unless it is agreed by the Corporation that the Borrower may operate more than one Account under the Facility. If the Borrower operates more than one Account, the Advance will be made on the Account specified in the application for an Advance.
- 9. **TERM OF ADVANCES:** The Borrower shall repay each Advance in full on the Maturity Date, or if any Advance is made on the basis that it is to be repaid by more than one instalment, the Advance shall be repaid in accordance with the repayment schedule set out in the relevant Confirmation.
- 10. **INTEREST:** The Borrower shall pay interest on each Advance from and including the date funds are advanced up to but excluding the date they are repaid in full.
- 11. **INTEREST RATE:**
 - 11.1 Subject to any conditions as to interest rate outcomes set out in an application for an Advance, the Interest Rate will be determined by the Corporation.
 - 11.2 Where the Corporation sets or resets an Interest Rate in respect of all or any part of the term of an Advance, the Corporation will promptly notify the Borrower of the Interest Rate in the Confirmation or in a Rate Set Notice.
- 12. **PAYMENT DATE ADJUSTMENT:** If a date for the making of any payment (or performing any obligation) under this Agreement falls on a day which is not a Business Day, it will be subject to adjustment in accordance with the Business Day Convention referred to in the Annexure relevant to that type of payment or obligation for the relevant Product, unless another Business Day Convention has been

requested by the Borrower and agreed to by the Corporation and the payment will be made (or the obligation performed) on the date for the making of the payment (or performing the obligation) as adjusted by the relevant Business Day Convention.

- 13. **CONFIRMATIONS:** The Corporation will give to the Borrower a Confirmation promptly after setting the terms of each Advance. The Confirmation shall be deemed true and correct in the absence of manifest error, unless the Borrower notifies the Corporation in writing that the details in the Confirmation are incorrect within 24 hours of receipt of the Confirmation. To the extent of any inconsistency, the provisions of a Confirmation prevail over those of the relevant application for an Advance and over clauses 1 to 33 of this Agreement.

- 14. **BUSINESS DAY:** If the Borrower wishes the definition of Business Day for a particular Advance to depend on different business centres being open other than those provided in the definition in clause 1.1 or any business centres specified in the Annexure for the relevant Product, then it may request that the Corporation agree to a different business centre or centres being open for the purpose of that definition in relation to that Advance, but any amendment to that definition is subject to the agreement of the Corporation in its absolute discretion.

- 15. **BUSINESS DAY CONVENTION:** The following terms, when used in conjunction with the term "Business Day Convention" and a date for the performance of an obligation or the taking of an action under this Agreement, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:
 - (a) if "**Following**" is specified, that date will be the first following day that is a Business Day;
 - (b) if "**Modified Following**" is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
 - (c) if "**Preceding**" is specified, that date will be the first preceding day that is a Business Day.

- 16. **PREPAYMENT:** 16.1 If the Borrower wishes to make a Voluntary Prepayment, it must give to the Corporation a Voluntary Prepayment Notice substantially in the

form specified in the Third Schedule hereto signed by an Authorised Signatory of the Borrower, no later than 12.00 noon at least 4 Business Days prior to the proposed date of the Voluntary Prepayment, or such later time or date as the Corporation may agree.

- 16.2 Once given, a Voluntary Prepayment Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.

The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Voluntary Prepayment Notice whether or not the Corporation has consented to the withdrawal.

- 16.3 Whenever a Prepayment is made, whether voluntarily by the Borrower or otherwise, the amount to be repaid by the Borrower to the Corporation is to be adjusted by a Market Valuation Adjustment.

- 16.4 The Market Valuation Adjustment is the amount calculated by the Corporation as the Premium or Discount applicable to the Prepayment.

- 16.5 (a) Prior to the date of the proposed Prepayment the Corporation will undertake a Market Valuation of the relevant Advance at such time as is suitable to the Corporation acting reasonably.

- (b) The Corporation will calculate the Market Valuation Adjustment in accordance with the Corporation's standard procedure for the relevant Product.

- 16.6 The Corporation shall certify the Market Valuation Adjustment to the Borrower and once certified the Market Valuation Adjustment is final and binding in the absence of manifest error.

- 16.7 (a) If the Market Valuation Adjustment is a Premium the Borrower must pay the amount of the Premium to the Corporation at the time at which the Prepayment is made to the Corporation.

(b) If the Market Valuation Adjustment is a Discount, the Corporation will credit the amount of the Discount to the relevant Account of the Borrower when the Prepayment is made.

16.8 When obligations in relation to all or part of a Forward Lending are to be terminated, the Corporation will undertake a Market Valuation of the Forward Lending (or relevant part thereof) and the procedures set out in this clause 16 will apply, with the necessary changes having been made, in relation to the calculation of the Market Valuation Adjustment.

16.9 The Parties agree that amounts payable by way of Market Valuation Adjustment are a reasonable pre-estimate of loss and not a penalty.

16.10 On giving notice thereof to the Borrower, the Corporation may value the Prepayment for the purposes of calculating the Market Valuation Adjustment on an "ex interest" basis, in which case the Borrower shall be liable to make a payment on account of interest on the next Interest Payment Date for the relevant Advance.

17. GOVERNMENT GUARANTEE:

17.1 The Borrower must pay to the Corporation as and when required by the Corporation such fee or fees as the Corporation notifies are required by the Treasurer on behalf of the State under section 13(3) of the Act in respect of the guarantee by the Treasurer arising under section 13(1) of the Act in relation to liabilities incurred by the Corporation in connection with, or to facilitate, the making of Advances to the Borrower under the Facility. Such fee may be adjusted from time to time.

17.2 Any fees payable under clause 17.1 will be identified and recovered separately from interest payable under the Facility.

18. FEES:

18.1 The Corporation may charge the Borrower Fees in connection with this Agreement, the Facility, any Advance and any Forward Lending. Subject to clause 18.3, Fees may be introduced or amended from time to time at the Corporation's sole discretion.

18.2 The Corporation will give the Borrower at least 30 days' prior written notice of the introduction of any new Fee or the amendment of an existing Fee, and shall specify in any such notice the amount or method of calculation of the Fee and the manner in which the Fee will be charged.

18.3 With the exception of Costs and Increased Costs, the Corporation may not increase any Fees, or seek to impose any new Fees, in connection with a Forward Lending or an Advance prior to its Maturity Date.

19. INCREASED COSTS:

If as a result of any law, regulation, judicial decision or government directive instituted, passed, issued, amended or given a new interpretation by any competent court, administrative tribunal or government authority, the Corporation incurs additional costs in funding or maintaining Advances or Forward Lendings under this Agreement or the Facility, the Corporation will notify the Borrower thereof and the Borrower shall on demand pay to the Corporation the amount of such costs either as a lump sum or through increased interest rates as determined by the Corporation after consultation with the Borrower.

20. METHOD OF PAYMENT:

20.1 All payments to the Corporation must be made in immediately available funds without set off or deduction into the Corporation's Bank Account for the relevant currency specified in the Corporation's SSI as at the time of payment, and any payment not so made will be deemed by the Corporation to have been made on the date and at the time the funds represented by the payment become available to the Corporation.

20.2 All payments to the Borrower will be made in immediately available funds into the Bank Account for the relevant currency specified in the Borrower's SSI as at the time of payment unless other arrangements have been agreed between the Corporation and the Borrower in respect of that payment.

21. TIME OF PAYMENT:

All payments to be made to the Corporation under the Facility must be made no later than 10.00 a.m. on the due date or such other time as the Corporation may notify the Borrower from time to time. The Corporation

may recover from the Borrower any charges or intra-day interest it incurs as a consequence of any payment being received by it after the due time for payment on the relevant due date.

- 22. INTEREST ON OVERDUE AMOUNTS:** The Corporation may charge interest on any amount payable under this Agreement which is not made, or is deemed to have been not made by the time for payment on the relevant due date, at the Default Interest Rate, from and including the due date for payment to but excluding the date on which the funds become available to the Corporation, such additional interest to compound daily and be payable on demand.
- 23. STAMP DUTY:** All stamp duties and penalties (if any) payable in relation to this Agreement shall be promptly paid by the Borrower.
- 24. CALCULATIONS:** The Corporation shall carry out in good faith and in a commercially reasonable manner all calculations required under this Agreement including but not limited to those involving the amount of interest payable, Market Valuation Adjustments, Fees, government guarantee fees and Increased Costs. All calculations and determinations of the Corporation will be conclusive and binding in the absence of manifest error.
- 25. EVENTS OF DEFAULT:** Each of the following is an Event of Default:

 - (a) the Borrower ceases to be a local government duly constituted under the Local Government Act (or any amendment or re-enactment of the Act) by virtue of which it is an "authority" for the purposes of the Western Australian Treasury Corporation Act 1986 unless the obligations of the Borrower hereunder are assumed by a successor which is such an "authority" and which agrees, or is otherwise bound by law, to comply with the obligations of the Borrower hereunder;
 - (b) the Borrower for any reason, other than a reason set out in clause 25(a), ceases to be an entity to which the Corporation can lawfully make or maintain Advances, or if as a result of any change in law, regulation or official directive, the Corporation determines that it has become contrary to such official directive, illegal or impossible for the Corporation to make or

maintain Advances to the Borrower;

- (c) if in the reasonable opinion of the Corporation, it is likely that a Vires Event of Default will occur because of a proposed change in law, regulation or official directive, and the Corporation notifies the Borrower that upon the occurrence of the change in law, regulation or official directive, the Facility is terminated on the Termination Date specified in the notice and all outstanding Advances are due and payable, and all Forward Lendings are terminated, on the Designated Date specified in the notice;
- (d) a receiver is appointed in respect of any of the income of the Borrower
- (e) the Borrower fails to make payment of any amount payable to the Corporation, whether under this Agreement or under any other arrangement with the Corporation, when due and the failure continues for more than 15 Business Days. The Corporation will use reasonable endeavours to notify the chief executive officer of the Borrower of the failure not less than 10 Business Days before exercising the Corporation's rights arising under this Agreement as a consequence of such failure;
- (f) the Borrower is in breach of any other material term of this Agreement (including a term or condition included in the Agreement pursuant to clause 26.2(c)), and if the breach is capable of remedy, if it is not remedied within 20 Business Days of the Borrower becoming aware of the breach;
- (g) the Borrower fails to pay any other indebtedness of the Borrower for moneys borrowed or raised when due in an amount which the Corporation reasonably considers to be material in the context of the indebtedness of the Borrower to the Corporation under this Agreement unless liability to pay that other indebtedness is being contested by the Borrower in good faith and with due diligence;
- (h) any power, authorisation, approval or consent required by the Borrower for the purposes of

borrowing or fulfilling its obligations under this Agreement is withdrawn or ceases to be current or valid or is found to be defective or inadequate by the Corporation; and

- (i) any warranty or representation made by the Borrower hereunder or for the purposes of this Agreement is untrue or ceases to be true.

26. EFFECT OF DEFAULT:

26.1 If a Vires Event of Default occurs, whether or not the Corporation is aware of the occurrence of the Event of Default, the Facility is immediately terminated without the need for any notice to be given by the Corporation to the Borrower and, subject to clause 26.3, all outstanding Advances are immediately due and payable, and any obligations in respect of Forward Lendings are immediately terminated.

The Prepayment Procedure will apply in respect of all outstanding Advances and all Forward Lendings.

The date on which the Facility is terminated, and all obligations in respect of outstanding Advances and Forward Lendings are terminated in accordance with this clause 26.1 is the Designated Date for the purposes of this Agreement.

26.2 If an Other Event of Default occurs, the Corporation may by notice in writing to the Borrower do any or all of the following:

- (a) declare that any or all outstanding Advances are due and payable and any or all obligations in respect of Forward Lendings are terminated immediately on the date of the notice, or on a date specified in the notice, which date shall be the Designated Date for those Advances;
- (b) declare that the Facility is terminated; and
- (c) specify terms and conditions upon which the Corporation is willing to allow any or all of the following to occur:
 - (i) any or all outstanding Advances to



remain outstanding;

- (ii) any or all Forward Lending commitments to remain in force; and
- (iii) the Borrower to continue to borrow under any or all Products,

and the Borrower must, not later than the date specified in the notice, advise the Corporation in writing whether or not it agrees to accept those terms and conditions.

If the Borrower advises the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then this Agreement is thereupon varied by inclusion of those terms and conditions without any further action required to be taken by the Parties.

If the Borrower does not advise the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then the Corporation may carry out the provisions of (a) and (b) above.

26.3 If the Corporation is not aware of the occurrence of a Vires Event of Default when the Vires Event of Default occurs, all outstanding Advances are due and payable, and all obligations in respect of Forward Lendings shall be terminated, immediately the Corporation becomes aware of the occurrence of that Event of Default.

26.4 For the avoidance of doubt, any payment made by either Party after the occurrence of a Vires Event of Default and before the Corporation becomes aware of the relevant Event of Default, is a payment for value under this Agreement and is to be treated as if it had been validly made and received in accordance with this Agreement.

27. MANDATORY PREPAYMENT PROCEDURE:

27.1 Where any Advance becomes due and payable before the Maturity Date for that Advance or any Forward Lending is to be terminated under the terms of this Agreement, the Parties will follow the procedure set out in this clause.

- 27.2 Mandatory Prepayment of Advances and termination of Forward Lendings will occur on the Designated Date whether or not the relevant event is then subsisting and the Prepayment Amount will be due as of the Designated Date.
- 27.3 The Corporation will issue a Mandatory Prepayment Notice to the Borrower with respect to Advance(s) and Forward Lending(s).
- 27.4 Irrespective of the termination of the Facility, the Borrower shall pay to the Corporation the amount of any Costs incurred by the Corporation whether before or after the Designated Date in relation to the relevant Advance(s), Forward Lending(s) and the Facility, as applicable, and interest on the Prepayment Amount calculated at the Default Interest Rate from and including the Designated Date up to, but not including, the date of actual payment.

**28. PERSONAL
PROPERTY
SECURITIES ACT
2009**

- 28.1 The Borrower hereby irrevocably authorises the Corporation, its agents, solicitors, officers, employees and service providers to:
 - (a) apply for and effect (in any manner the Corporation considers necessary or appropriate) any registration of a financing statement on the PPSA Register in connection with any PPSA Security Interest created or expressed to be created under this Agreement;
 - (b) complete any document associated with this Agreement, including any financing statement or financing change statement; and
 - (c) recover from the Borrower, at the Corporation's absolute discretion, any costs incurred by the Corporation in relation to the abovementioned matters.
- 28.2 (a) The Parties contract out of each provision of the PPSA that section 115 of the PPSA permits parties to contract out of.
- (b) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind described in section

275(1) of the PPSA confidential and not to disclose any such information to any other person except where such disclosure is otherwise permitted or authorised under this Agreement or an Existing Facility Agreement.

(c) The Parties agree that a receiver or receivers appointed under section 6.22 of the Local Government Act need not give any notice required under any provision of the PPSA.

29. VARIATION OF ADVANCES OR FORWARD LENDINGS:

- 29.1 If at any time the Borrower wishes to vary a term or condition of an, Advance or Forward Lending, the Borrower must so notify the Corporation and the Corporation will use reasonable endeavours to accommodate the Borrower's request.
- 29.2 Relevant rates and prices which prevail at the time will be applied in undertaking the calculations for the variation of the Advance or Forward Lending, as applicable.
- 29.3 The Corporation will promptly give a Confirmation to the Borrower with respect to a variation so carried out.
- 29.4 The Corporation will promptly notify the Borrower in writing of the cost or benefit of a variation under this clause.

Any additional cost will be paid by the Borrower to the Corporation on a date nominated in writing by the Corporation, and any benefit will be credited to an Account of the Borrower with the Corporation.

30. NOTICES:

- 30.1 Subject to paragraph 30.3, all requests, notices and other communications required to be given, made or sent to the Corporation by the Borrower under this Agreement are to be in writing and addressed to " Manager, Client Services" of the Corporation or to such other officer of the Corporation as the Corporation nominates to the Borrower from time to time.
- 30.2 All requests, notices, and other communications required to be given, made, or sent to the Borrower by the Corporation under this Agreement are to be in writing and addressed to

the officer of the Borrower designated for such purposes, or such other officer of the Borrower as the Borrower nominates to the Corporation from time to time, and in the absence of a designation or nomination shall be addressed to the chief executive officer of the Borrower.

- 30.3 The Borrower may request in writing that the Corporation accept email notices or other form of electronic transmissions acceptable to the Corporation for the making of applications for Advances, acceptance of firm quotes, giving of Drawdown Notices, Voluntary Prepayment Notices, requests to vary the term or conditions of an Advance or Forward Lending, or requests for withdrawal of any such notice or request or communications that are otherwise notified in writing by the Corporation to the Borrower from time to time.

The Borrower:

- (a) must ensure that each email notice is either signed by means of an electronically produced signature of an Authorised Signatory or states that it is being sent by a named Authorised Signatory of the Borrower, and the Borrower shall give prior written advice to the Corporation as to which of these alternative procedures it wishes to use from time to time;
- (b) in any legal proceedings in respect of or in any way relating to this Agreement, expressly waives any right to raise any claim, defence or waiver of liability based upon the signing, or purported signing, of an email notice by means of an electronically produced signature of an Authorised Signatory or purporting to be sent by an Authorised Signatory as the case may be; and
- (c) must send all email notices to the specified email address of the Corporation notified by the Corporation to the Borrower from time to time. Email notices will only be taken to have been received by the Corporation when actually received.

30.4 The Corporation may at any time give written notice to the Borrower that it will no longer accept email notices, either generally, or on the conditions set out above or for any specified purpose. The Corporation may at any time withdraw any such notice or give written notice to the Borrower of alternative conditions on which it is then willing to accept email notices.

31. OTHER TERMS:

31.1 The Borrower shall provide to the Corporation:

(a) a copy of the resolution authorising:-

(i) the execution of this Agreement under the Common Seal of the Borrower; and

(ii) the Chief Executive Officer, an agent of the Borrower or any one of the Senior employees of the Borrower who are authorised by the Chief Executive Officer from time to time to sign schedule documents and instructions under this Agreement on behalf of the Borrower.

(b) Upon request by the Corporation copies of the resolutions passed by the Borrower authorising the borrowings under this Agreement from time to time; and

(c) a list of names, position titles and sample signatures of the Authorised Signatories as advised by the Chief Executive Officer from time to time.

31.2 The Borrower agrees to provide to the Corporation such additional information as the Corporation may require from time to time to enable it to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, and acknowledges that where legally obliged to do so, the Corporation will disclose the information provided to relevant regulatory and law enforcement agencies.

31.3 The Corporation will use all reasonable endeavours to meet the borrowing and prepayment requirements of the Borrower under this Agreement. The Borrower acknowledges that

this Facility does not create an obligation for the Corporation to lend under it.

- 31.4 The Facility is made available and will be maintained subject to compliance with relevant laws and subject to the Borrower obtaining all authorisations, approvals and consents necessary for it to enter into this Agreement and accept the Facility and to fulfil its obligations hereunder, including obligations incurred in respect of Advances provided from time to time.
- 31.5 So long as any amounts owing to the Corporation remain payable, the Borrower will not create or permit to be outstanding any security (in the form of mortgage, charge, pledge, lien or other security interest) upon the Borrower's General Funds to secure indebtedness of the Borrower or any guarantee by the Borrower of indebtedness of third parties, without the prior written consent of the Corporation which may be withheld in the Corporation's absolute discretion, and in any event may not be given unless the Borrower (if so required by the Corporation) procures the other creditors to enter into a deed of priority with the Borrower and the Corporation in which the Borrower and the other creditor irrevocably and unconditionally agree with the Corporation:
- (a) the Charge has first priority over the Secured Property for the full amount of the Secured Moneys for the purposes of section 6.24 of the Local Government Act and section 61 of the PPSA and the other creditor has second priority over the Secured Property only after the full amount of the Secured Money has been received by the Corporation; and
 - (b) the priority in clause 31.5(a) applies despite any provision of the PPSA and despite the respective times of registration of the financing statements in respect of this Agreement and the other creditor's PPSA Security Interest under that Act.
- 31.6 The Borrower will immediately notify the Corporation of any actual or proposed changes to its establishment or designation or to any legislation under which it is constituted, of which it becomes aware, and which may be likely to

affect or have the potential to affect the Borrower's corporate existence, capacity to borrow hereunder, authorisations in respect hereof or ability to observe its obligations under this Agreement, and provide the Corporation with a copy of any such change promptly after it occurs.

31.7 The Borrower indemnifies the Corporation against all liabilities and losses arising from, and any costs, charges and expenses incurred in connection with the Corporation acting in good faith on facsimile instructions, electronically protected documents (such as Adobe PDF) sent by e-mail or other electronically delivered instructions purporting to originate from the offices of the Borrower or to be given by an Authorised Signatory of the Borrower, including without limitation all liabilities, losses, costs, charges and expenses on account of funds borrowed, contracted for or used to fund any amount payable under this Agreement.

31.8 The Borrower shall obtain the prior written consent of the Corporation before committing to any subsequent or additional borrowing from any other authority, bank, lending institution or source or increasing the limit of its existing overdraft facility during the currency of this Agreement (third party borrowing).

32. GOVERNING LAW AND JURISDICTION:

This Agreement is governed by the law in force in the State, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State.

33. SURVIVAL:

Except to the extent provided otherwise herein, the respective rights and obligations of the Parties in respect of Advances, Forward Lendings and obligations that continue following termination of the Facility under clause 3.2(a) or clause 26.2 and all Outstanding Payments shall survive termination of the Facility, and the terms and conditions of this Agreement continue to apply as if the Facility remained on foot.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

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

Mayor/President

(Name Print)

Chief Executive Officer

(Name Print)

FIRST SCHEDULE

As at 1st January 2014, the Corporation makes the following Products available to the Borrower:

1. Short Term Lending
2. Term Fixed Rate Lending

SECOND SCHEDULE

1. All loans under the Existing Loan Agreements are classified as Term Fixed Rate Lending and are covered by the Provisions of Annexure 2 Term Fixed Rate Lending.
2. All Loans under the Existing Debentures are classified as Term Fixed Rate Lending and are covered by the provisions of Annexure 2 Term Fixed Rate Lending.

ANNEXURE 1
SHORT TERM LENDING

As at 1st January 2014, provisions specifically referable to Short Term Lending under this Agreement are as follows:

Product Facility Limit The aggregate sum of all Short Term Lending Advances the Corporation has agreed to provide to the Borrower from time to time under each Addendum less any amount that has been cancelled or terminated from time to time.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Short Term Lending (**Short Term Lending Advance**):

Applications for Advances:	<p>i) The Borrower may apply to the Corporation to borrow funds under this Annexure in accordance with the terms and conditions of the Agreement; and</p> <p>ii) upon the Corporation agreeing to lend such funds to the Borrower, the parties shall execute an Addendum to the Agreement substantially in the form specified in the Fifth Schedule hereto which shall stipulate the project facility limit being the maximum amount the Borrower is entitled to borrow under that Addendum.</p>
Notice Period:	The Drawdown Notice must be received by the Corporation no later than 12:00 noon on the Business Day prior to the date the Advance is to be made.
Minimum amount of Advance	\$10,000
Minimum Term of Each Advance:	1 day
Maximum Term of Each Advance:	12 months
Maturity Date:	The nominated Maturity Date should be a Business Day
Repayment of Principal of Each Advance:	In full on the Maturity Date of that Advance
Interest Rate:	The Interest Rate is determined by the Corporation and is fixed until the Maturity Date of the Advance
Date of Determination of Interest Rate:	The Interest Rate will be determined on the day the Advance is made, or on such other day or days as

	the Corporation may from time to time reasonably determine.
Interest Amount:	<p>Interest on each Advance will be calculated as follows:</p> $I = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>I = amount of interest payable; P = principal amount of the Advance; R = Interest Rate applicable to the Advance expressed as a percentage per annum to two decimal places; and D = the number of calendar days from and including the date of the Advance to, but not including, its Maturity Date.</p>
Interest Payment Date:	Interest is payable on the Maturity Date of the Advance
Business Day Convention:	Following
Interest Adjustment:	<p>Where a Maturity Date is not a Business Day and the due date for repayment of the Advance is adjusted to the following Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{(P+I) \times R \times D}{36500}$ <p>where:</p> <p>P = the principal amount of the Advance; I = the interest amount due on the stated Maturity Date of the Advance; R = the Corporation's overnight lending rate applicable on the Business Day prior to the stated Maturity Date of the Advance expressed as a percentage per annum to two decimal places; and D = the number of calendar days from and including the stated Maturity Date to, but not including, the Business Day after the stated Maturity Date.</p>

<p>DRAWDOWN NOTICES:</p>	<p>1. Advances under this Facility will be made by the Corporation to the Borrower substantially in the form of the "Form of Request for an Advance ("Drawdown Notice") attached to this Annexure.</p> <p>2. Subject to the terms and conditions of this Facility, Advances will be made on dates specified in a Drawdown Notice given by the Borrower to the Corporation and signed by an Authorised Signatory. If a date specified in a Drawdown Notice is not a Business Day, the Advance will be made on the next following Business Day unless another arrangement is agreed to by the Corporation in its discretion.</p> <p>3. Once given, a Drawdown Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Drawdown Notice whether it has consented to the withdrawal if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
<p>REDRAWING:</p>	<p>Subject to the terms of the Agreement, amounts repaid or voluntarily prepaid under Facilities governed by this Annexure may be redrawn by the giving of an appropriate Drawdown Notice.</p>
<p>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:</p>	<p>The representations and warranties contained in the Agreement are deemed to be repeated each time a Drawdown Notice is submitted to the Corporation;</p> <p>(a) an Advance provided under a Drawdown Notice will not result in the Facility being exceeded as at the date the Drawdown Notice is given or at any time up to the Maturity Date of the proposed Advance, after allowing for any reduction in the Facility Limit of which notice has been given prior to receipt of the Drawdown Notice by the Corporation; and</p> <p>(b) Drawdown Notices and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose shall be valid and binding on the Borrower.</p>

TERM OF ADVANCES:	Where a Party has served a notice of termination of the Facility on the other Party under clause 3.2(a), the Borrower may continue to issue Drawdown Notices and draw down Advances prior to the Termination Date, but the Maturity Date of Advances made thereunder must be on or before the Termination Date.

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Short Term Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

FORM OF REQUEST FOR A SHORT TERM LENDING ADVANCE
(DRAWDOWN NOTICE) ⁽¹⁾₍₂₎ (Effective as at 1st January 2014)

MASTER LENDING FACILITY FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF NORTHAM

TO: MANAGER CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Northam requests the following Short Term Lending Advance:

Date of Advance:⁽²⁾ _____

Amount: _____

Maturity Date:⁽³⁾ (specify) _____

Account:⁽⁴⁾ _____

Any other details: _____

For and on behalf of Shire of Northam:

Authorised Signatory

Date

Note:

- (1) Subject to the terms of the Agreement, this notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation ("Corporation").
- (2) This notice must be received by the Corporation no later than 12.00 noon on the Business Day prior to the Date of Advance specified above.
- (3) Unless otherwise agreed by the Corporation, the Maturity Date must be a Business Day that is one day to twelve months after the Date of Advance.
- (4) Specify Account only if the Borrower operates more than one Account with the Corporation under this Facility.

ANNEXURE 2

TERM FIXED RATE LENDING

As at 1st January 2014, provisions specifically referable to Term Fixed Rate Lending under this Facility are as follows:

Product Facility Limit The aggregate sum of all Term Fixed Rate Advances the Corporation has agreed to provide to the Borrower from time to time less any amount that has been repaid or cancelled.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Term Fixed Rate Lending (**Term Fixed Rate Advance**):

Minimum amount of Advance	\$50,000
Minimum Term of Each Advance:	6 months
Maximum Term of Each Advance:	20 years or such longer period as may be agreed between the Parties either generally or in relation to an Advance with specified characteristics or in relation to a proposed Advance.
Payments Due:	Payments of interest and repayments of principal in relation to each Advance will be due in the amounts and on the dates stipulated in the repayment schedule set out in the Confirmation for the Advance.
Interest Rate:	Subject to any interest rate parameters agreed between the Corporation and the Borrower, the Interest Rate in relation to each Advance will be determined by the Corporation and is fixed until the Maturity Date of that Advance.
Business Day Convention:	Following
Interest Adjustment:	Where the due date for any payment is adjusted by the Following Business Day Convention so that the payment is due on the next succeeding Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows: Interest Adjustment Amount = $\frac{P \times R \times D}{36500}$ where: P = the amount of the payment due; R = the Corporation's overnight lending rate applicable on the Business Day prior to the relevant due date

	<p>expressed as a percentage per annum to two decimal places; and D = the number of calendar days from and including the original due date for payment to, but not including, the adjusted due date for the payment.</p>
FIRM RATE QUOTE:	<p>Once a signed acceptance of a Firm Rate Quote substantially in the form specified in the Fourth Schedule hereto is received by the Corporation, the acceptance is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Firm Rate Quote whether or not the Corporation has consented to the withdrawal, and if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
NO REDRAW:	<p>The Borrower cannot redraw funds that have been applied to an Advance.</p>

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Term Fixed Rate Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

THIRD SCHEDULE

MASTER LENDING AGREEMENT FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF NORTHAM

FORM OF VOLUNTARY PREPAYMENT NOTICE FOR LOAN NO: [] (1)(2)

TO: MANAGER, CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Northam gives notice of the following prepayment of a Loan under this Agreement:

Date of Prepayment:(2) _____

Loan Number _____

Amount:(3) _____

(debt face value / market value)
(circle the alternative which applies)

For and on behalf of Shire of Northam:

Authorised Signatory

Date

Note:

- (1) This notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation ("Corporation").
- (2) This notice must be received by the Corporation no later than 12.00 noon at least 4 Perth Business Days prior to the Settlement Date of Prepayment specified above.
- (3) Specify the total capital or total amount to be made on the Settlement Date of Prepayment which is subject to acceptance of a firm valuation provided by the Corporation.

FOURTH SCHEDULE

Form of acceptance of the firm rate quote

Summary of Terms of Loan and Repayment Schedule

Client: Shire of Northam (the "Borrower")
Interest Rate: [x.xxxx] % p.a. *([Quarterly] Compounding)
 [y.yyyy] % * effective []
**These rates do not include the government guarantee fee.*
Lending Date: [date]
Maturity Date: [date]
Loan Amount: \$[amount]
Schedule Basis: [Quarterly] repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
	Totals:	[amount]	[amount]	[amount]	[amount]	[amount]

Note:

- The interest rate quoted and this Summary of Terms of Loan and Repayment Schedule are based on rates applying as at [date].
- The Guarantee Fee is charged by the Treasurer of the State of Western Australia and is collected by The Western Australian Treasury Corporation ("Corporation") on the behalf of the Treasurer. The rate of the Government Guarantee Fee is subject to change in accordance with government policy. The amount of the Government Guarantee Fee shown in this schedule is indicative and does not form part of the fixed lending rate charged by the Corporation.

CERTIFICATION FOR ACCEPTANCE OF FIRM RATE QUOTE

In accepting the offer of a loan on the terms set out above (the "Loan")

- I confirm that:
 - The financial information provided in the Loan Application Form or as otherwise provided to the Corporation in relation to the proposed Loan remains accurate in all material aspects;
 - The proposed Loan has been approved by the Local Government in the annual budget of the Borrower or satisfies the provisions of Section 6.20(2) of the Local Government Act (the "Act");
 - This loan is governed by the terms and conditions of the Master Lending Agreement between the Corporation and the Borrower.
- I certify that the statutory requirements of the Act and Regulations under the Act have been met in relation to the Loan;
- I certify that I have been authorised to complete and sign all necessary documents relating to this new loan borrowing and that the Corporation has been provided with the relevant document proving this authorisation;
- I certify that the loan is financially sustainable and I am not aware of any circumstance, events or actions by the Council (including the borrowing of moneys) which may adversely affect the Borrower's ability to service the loan. The Corporation will be advised as soon as practicable of any material adverse changes in the financial position of the Borrower; and

- 5. I give an undertaking that during each year in which any of the Borrower's loans remains outstanding with the Corporation, the Borrower shall provide the Corporation with a copy of its audited Annual Financial Statements, adopted Annual Budget and updated ratios as required by the Corporation's Credit Policy from time to time as soon as practicable after these are available each year while any Loan is outstanding.
- 6. I acknowledge that the Loan is secured by the Charge contained in the Master Lending Agreement between the Corporation and the Borrower.
- 7. Once this signed acceptance of firm rate quote is received by the Corporation, the Loan is irrevocable and may not be withdrawn without the prior consent of the Corporation.
- 8. I represent that the below bank account details are correct and that the Corporation accepts no liability for any loss occasioned by the Borrower as a result of the Corporation relying on the bank details.

Accepted for and on behalf of Shire of Northam on this _____ day of _____ 20_____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Northam		

FIFTH SCHEDULE

MASTER LENDING AGREEMENT BETWEEN
WESTERN AUSTRALIAN TREASURY CORPORATION AND
SHIRE OF NORTHAM

SHORT TERM LENDING ADDENDUM NO: []

This addendum forms part of the Master Lending Agreement (the Agreement) between the Borrower and the Corporation. The provisions specifically applicable to this addendum are as follows;

PURPOSE OF BORROWING: []

PROJECT FACILITY LIMIT: []

TERMINATION DATE [DD /MM/ YYYY].

All Advances under this addendum shall have a maturity date which is on or before the termination date.

TERMS AND CONDITIONS All Advances under this addendum are governed by the terms and conditions that are contained in clauses 1 to 33 of the Agreement and Annexure 1 to the Agreement;

REQUEST FOR ADVANCE The Borrower may request an Advance under this addendum in the manner and form prescribed by Annexure 1 (Short Term Lending) of the Agreement.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS In requesting an Advance under this addendum the Borrower;

1. is deemed to repeat each representation and warranty under the Agreement.
2. represents that the Advance is financially sustainable and the Borrower is not aware of any circumstance, events or action by the Council (including the borrowing of moneys) which may adversely affect the Borrower's ability to service the Advance. The Borrower

will advise the Corporation as soon as practicable of any material adverse change in the financial position of the Borrower.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

Accepted for and on behalf of Shire of Northam on this _____ day of _____ 20 _____

Signature of the Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Northam		

13.3.4 ADOPTION OF SHIRE OF NORTHAM INFORMATION STATEMENT 2013

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	1.4.4.3
Officer:	Denise Gobbart / Alysha Maxwell
Officer Interest:	Nil
Policy:	Nil
Voting:	Simple Majority
Date:	28 November 2013

PURPOSE

For Council to endorse the Shire of Northam Freedom of Information Statement 2013.

BACKGROUND

Under the Freedom of Information Act 1992 an agency must produce an up to date Information Statement about the agency, and published in a manner approved by the Information Commissioner.

In conjunction with completing and submitting our annual statistical return to the Information Commissioner the Shire has provided the Information Commissioner with our updated statement, they have provided comments and notified us that our agency’s Information Statement complies with the provisions of the FOI Act in describing the operation of FOI in the agency.

STATUTORY REQUIREMENTS

Freedom of Information Act 1992

96. *Information statement, each agency to publish annually*

(1) *An agency (other than a Minister or an exempt agency) has to cause an up-to-date information statement about the agency to be published in a manner approved by the Minister administering this Act —*

(a) within 12 months after the commencement of this Act; and

(b) at subsequent intervals of not more than 12 months.

CONFORMITY WITH THE COMMUNITY STRATEGIC PLAN

OBJECTIVE:G1 Provide accountable and transparent leadership

STRATEGY: G1.3 Enhance open and interactive communication between Council and the community

BUDGET IMPLICATIONS

Nil

OFFICER'S COMMENT

It appears that the Information Statement that is required under the Freedom of Information Act had not been updated since the amalgamation of the Town and Shire of Northam.

After consolidation of the Information Statements, officers submitted the updated Information Statement to the Information Commissioner for comment to ensure the compliance of the document, with current legislation. The only change that was required to our consolidated document was the contact details for the Office of the Information Commissioner.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2197

Moved: Cr K Saunders

Seconded: Cr D Hughes

That Council, endorse the Shire of Northam's Information Statement 2013 as attached.

CARRIED 10/0



FREEDOM OF INFORMATION INFORMATION STATEMENT 2013

This information statement is published by Council in accordance with the requirements of Section 94 of the Freedom of Information Act 1992

Last updated July 2013

Disclaimer:

The Shire of Northam strive to ensure that all information provided in this statement is accurate and current, however this statement is reviewed and updated once a year, the Shire cannot certify that the information is necessarily current. The Shire does not accept responsibility for any loss or damage suffered as a result of any person relying on the information contained in this statement.

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Introduction

This document has been prepared in accordance with Part 5 of the Freedom of Information Act 1992. Section 94 of the Act requires the Shire of Northam to prepare an information statement which is to be updated annually. This document has been created to comply with this requirement and is correct as at July 2013.

The purpose of this document is to provide information to the community about the structure and function of this local government, how decisions made by Council affect the community and how members of the community can participate in the decision making process and in the formulation of policies of the local government.

FOI Legislation

Should you wish to obtain a copy of the Freedom of Information Act 1992 or associated regulations please visit the State Law Publisher Website at www.slp.wa.gov.au where a full copy of all State Legislation is available.

Further information about Freedom of Information can also be found on the Freedom of Information Commissioner's website www.foi.wa.gov.u

This information statement can be accessed through the Shire of Northam's website at www.northam.wa.gov.au. Further Information in relation to the Freedom of Information Act and the Information Statement can be provided during business hours, by contacting:

Chief Executive Officer
Shire of Northam
395 Fitzgerald Street
NORTHAM WA 6401
Telephone: (08) 9622 6100 **Fax:** (08) 9622 1910
Email: records@northam.wa.gov.au

Organisation/Council Structure & Functions

Council

The Shire of Northam is divided between four wards West, Town, Central and East. The Council comprises of 10 elected members which represent these wards. Each elected member is elected for four years. President and Deputy President are chosen by the elected members every two years.

A Councillor is a member of a team and that team is shaping the Shires future in consultation with the community. Councillors do not have any authority to act or make decisions as individuals. They are members of an elected body that makes decisions on behalf of the local government through a formal meeting process.

Mission and Values

Mission: To deliver responsive, sustainable services in a manner that preserves and enhances our environment and lifestyle

Values:

- Leadership: we recognise the community's expectations to provide leadership
- Respect: we respect differences in age, culture, values and opinion
- Teamwork: we achieve through the efforts of the team
- Excellence: we aspire to one standard
- Openness: we engender trust through our openness

Current Elected Members

Your elected members are ratepayers or residents who have volunteered to work for the community and provide an avenue for public participation and input on important decisions which affect the community and Shire. Residents can contact the councillors to discuss any issues relevant to Council.

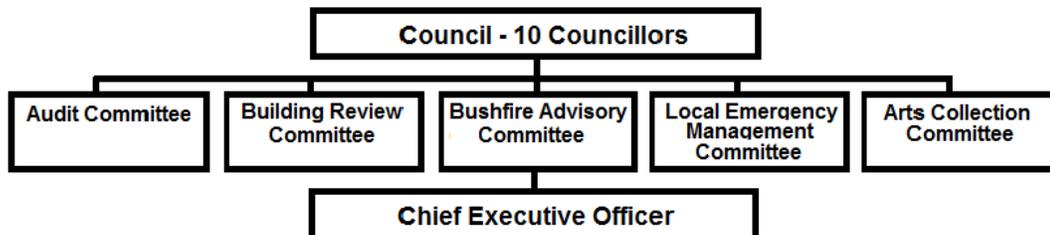
More information relating to your elected members can be found on the Shire of Northam website www.northam.wa.gov.au.

- President Cr Steven Pollard (Town)
- Deputy President Cr Terry Little (West)
- Cr Julie Williams (Central)
- Cr Kathy Saunders (East)
- Cr Ulo Rumjantsev (Central)
- Cr Des Hughes (Town)
- Cr Ray Head (Town)
- Cr Denis Beresford (Town)
- Cr Bert Llewelyn (West)
- Cr Rob Tinetti (Town)

Council/Committee Structure

Council has appointed five committees to assist in streamlining the decision making process. These Committees regularly report to Council. Council's Committee structure is detailed in the following diagram:

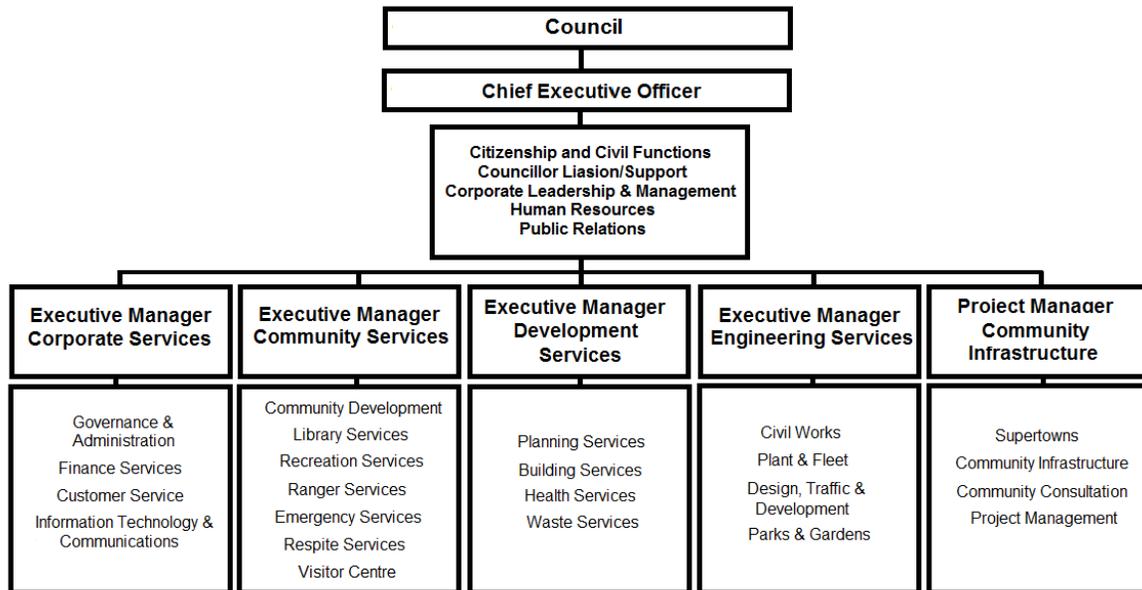
To enable public participation and awareness of Council or committee meetings, the Shire of Northam advertises the dates, times and places of meetings that are open to members of the public. The advertisements are placed in the local newspaper and on the Shire of Northam website. The following table demonstrates the structure of the committees:



Community Committees

A number of other committees, some comprising of elected members and advisory committees and consultative groups (that may also include staff and the public which have been established to deal with relevant issues.

Organisation Structure



Community Services

The Shire of Northam has a strong focus on the community with well established services. These services currently include:

- Visitor Centre
- Child care services
- Recreation/Sporting Facilities
- Community events
- Building Control
- Animal Control
- Cemeteries
- Citizenship Ceremonies
- Playground Equipment
- Refuse Sites and Waste Management
- Street Lighting
- Street Sweeping
- Community Development
- Community Halls and Centres
- Environmental Health Matters
- Extractive Industries Control
- Fire Prevention
- Parking Bays/Street Closures
- Parks and Reserves
- Pest Control
- Public Seating & Public Toilets
- Roads/Footpaths/Kerbing
- Stormwater Drainage
- Street Tree Planting

Decision Making Functions

The Shire President

The role of the President is to:

- Preside at Council meetings (in this role the President is required to ensure that meetings are conducted in a correct and orderly manner and to remain impartial when chairing the meeting).
- Provide leadership and guidance to the community.
- Carry out civic and ceremonial duties, such as conducting citizenship ceremonies) on behalf of local government.
- Perform other such functions as are given to the President by the Local Government Act or any other written law.
- Liaise with the Chief Executive Officer on local government's affairs and the performance of its functions.
- Speak on behalf of local government as a corporate entity.

The Chief Executive Officer

The Chief Executive Officer acts as the conduit between the elected members and the employees' of the local government. All other employees, ultimately receive their direction from and are responsible to the Chief Executive Officer. Elected members acting individually do not have the authority to influence the activities, duties and operations of these employees directly. The Chief Executive Officer is the chief non-elected officer and has a number of functions such as;

- Advise Council in relation to the local government's functions.
- Ensure that advice and information is available to Council so that informed decisions can be made.
- Manage the day to day operations of the local government.
- Be responsible for the employment, management, supervision, direction and dismissal of other employees.
- Liaise with the President on local government's affairs and performance of functions
- Cause Council decisions to be implemented.
- Speak on behalf of local government if the President agrees.
- Ensure that the records and documents of the local government are properly kept; and
- Perform any other function specified or delegated by the local government or imposed under an act or any other written law as a function to be performed by the Chief Executive Officer.

Delegations

The Chief Executive Officer and other officers have delegated authority from Council to make decisions on a number of specified administrative and policy matters which are subject to ongoing development. These delegations are detailed in the Delegations Manual and are reviewed annually by Council.

In keeping with the legislative requirement, Council makes decisions which direct and/or determine its activities and functions. Such decisions include the approval of works and services to be undertaken, and the allocation of resources to works and services.

Decisions are also made to determine whether or not approvals are to be granted for applications from residents for various forms of development. Council has a number of Policies which enable matters to be dealt with on a consistent basis. Policies are available to be viewed on the Shire's website www.northam.wa.gov.au.

Public Participation/Community Consultation

Council consults the community to seek their views on a number of projects in which it is involved in. Council seek these views in a number of ways including advertising in local papers, calling public meetings, seeking responses to surveys and questionnaires.

Residents are notified of some Development Applications requiring the approval of Council. When an application is publicly notified, residents have the opportunity to write to Council expressing their view of the application.

Public Notices and Advertising

The Local Government Act 1995 and other legislation may require the Shire to provide notice of its intention to take a particular course of action or decision. The Shire may also advertise certain proposed course of action or decision in order to provide the community with an opportunity to make submissions. These notices and advertisements generally appear within the 'West Australian and/or the 'Avon Valley Advocate' newspapers.

Council Meetings

Council's Forum meeting is held on the second Wednesday of every month, these meetings are designed to revise what will be discussed at the Council meeting held on the following week. Ordinary Council Meetings are held on the third Wednesday of every month with both Forum and Council meetings commencing at 5.30pm. Both of these meetings are held in the Council Chambers at the Shire of Northam Administration building.

For confirmation of meeting dates and times please contact the Administration Centre on (08) 9622 6100 or visit the Shire of Northam website at www.northam.wa.gov.au.

Public Question Time: All council meetings are open to the public. There is a 'Public Question Time' at the beginning of the meeting. During this time electors may raise questions for discussion and answer.

Presentations: With the permission of the Chief Executive Officer, members of the public can address Council on any matter on the Council Meeting Agenda.

Petitions: Written petitions can be addressed to Council on any issue within Council's jurisdiction. Petitions are required to be presented to Council by an Elected Member.

Written Requests: A member of the public can write to Council on any Council Policy, activity or service.

Elected Members: Members of the public can contact their Elected Members to discuss any issue relevant to Council.

Electors Meeting

Every year (financial year) the Shire must hold a General Elector's Meeting at which the Shire's Annual Report is presented. Matters discussed at the Electors meeting include; Firstly, the contents of the annual report for the previous financial year and then any other general business.

Members of the public are encouraged to attend this meeting as it provides an opportunity to ask questions and raise issues with local representatives.

Agendas and Minutes

Agendas of Council, Electors and Committee Meetings are on public display at the Shire Office and Library's within the Shire. Agendas can be viewed on the Shire's website at www.northam.wa.gov.au. Council Agendas are available from the Monday prior to Council Meeting.

Minutes of Council, Electors and Committee meetings are available within 5 working days of the meeting and are also on display at the Shire Office and Library's within the shire and can also be viewed on the Shire's website.

Functions of the Shire

Under the Local Government Act 1995 the Shire has general, legislative and executive functions.

General Functions

Section 3.1 of the Local Government Act 1995

The General function of a local government is to provide for the good government of people living and working within its district. This means that local governments can do things for the good government of the district if they are not prevented from doing so by the Local Government Act 1995 or any other written law.

In exercising this general power, a local government can make local laws (legislative function) and provide services and facilities (executive function)

Legislative Functions

Section 3.5 of the Local Government Act 1995

A local government may make local laws that are necessary or convenient for it to perform any of its functions. However, a local law will be inoperative to the extent that it is inconsistent with any other written law (e.g. because there is already a State law covering the same area).

Executive Functions

Section 3.18 of the Local Government Act 1995

A local government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions.

However, before commencing a service or providing facility, a local government has to satisfy itself that the service or facility it provides integrates with the State or Commonwealth services and does not duplicate inappropriately any State, Commonwealth or private service and is managed efficiently and effectively.

Local government can make local laws about street trading, reserves, signs, parking, dogs, cats, health, licensing for planning schemes and much more.

Freedom of Information

The Freedom of Information Act 1992 is an Act to provide for public access to documents, and to enable the public to ensure that personal information in documents held by the Shire is accurate. There are two categories of documents held by the Shire of Northam. These can be broadly categorised as those available for inspection or purchase outside the constraints of the Act and those through their content, must be held confidentially with public access considered only through the provisions of the Act. The Shire of Northam aims to provide access to documents outside the FOI process wherever possible.

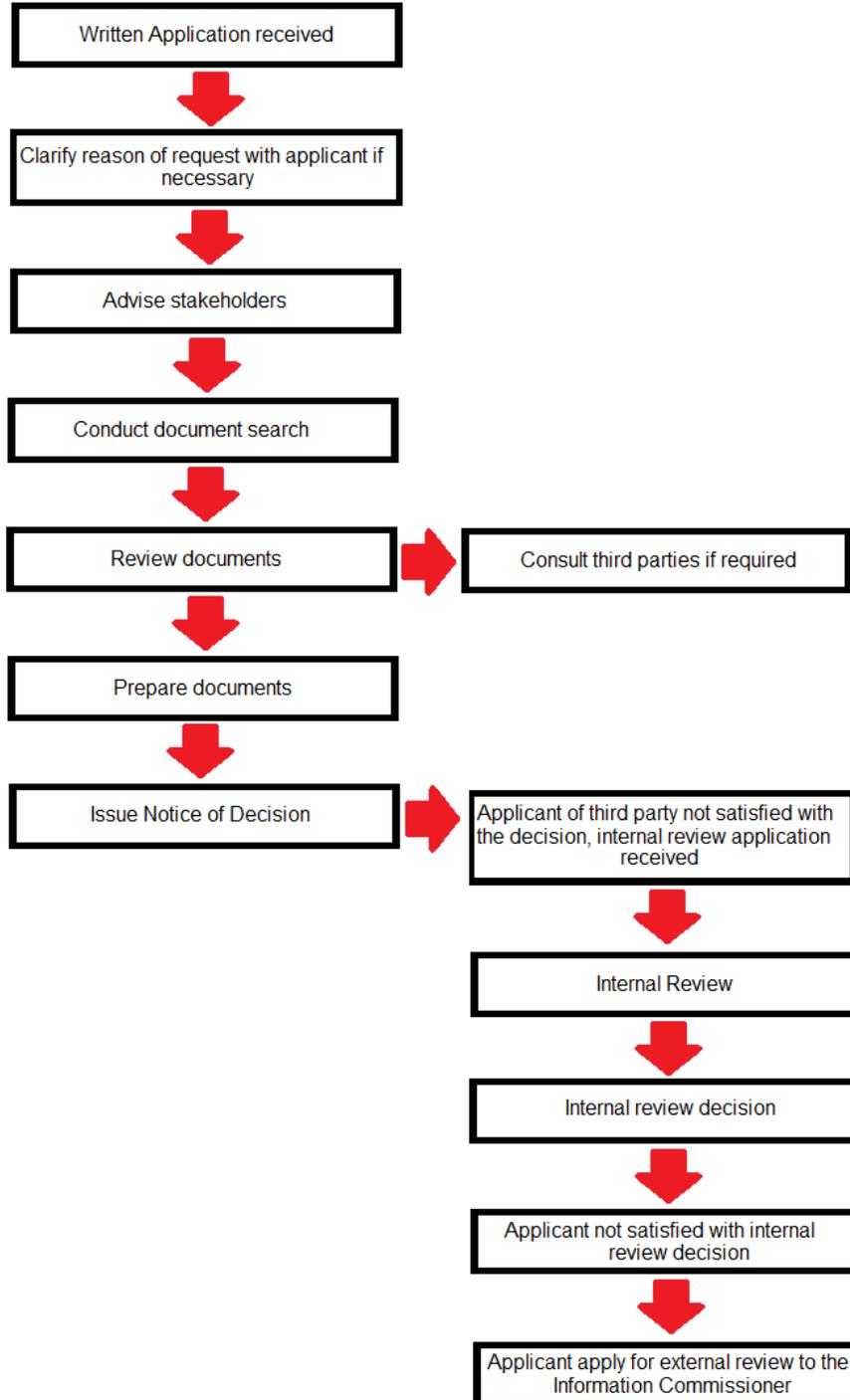
People have the right of access to documents held by Ministers, State Government departments, local governments and other statutory authorities and can apply for access to the documents of an agency or local government. This right is not affected by any reason the person has for wishing to obtain access or the local government's belief as to what the reasons are for wishing to obtain access.

There are exemptions, however, for giving access to some documents. These exemptions include the protection of essential public interest, the personal or business affairs of others or the deliberate processes of local government.

It is the local government's intention to provide access to requested document, wherever possible, in the ordinary course of daily work provided that in so doing no harm is inflicted upon the rights or interests of private individuals or commercial organisations. Where requested documents are of a sensitive nature the application will be dealt with under the provisions of the Act taking into account all parties concerned. It is our belief that that this strategy will facilitate the provision of information to the public in a prompt and cost effective manner whilst still observing the need to preserve the confidentiality of classified information.

Freedom of Information Process

Below is a detailed flowchart of the Freedom of Information Process:



Documents subject to the Freedom of Information Act

Section 5.94 and 5.95 of the Local Government Act 1995 details the type of document that a local government must make available for inspection and those where restrictions apply. Any member of the public may attend the Shire of Northam Administration Centre and request to view these documents. Copies can also be provided upon payment of any relevant charges for production.

Types of documents that are available for inspection is as follows;

- Annual Budget
- Annual Report
- Code of Conduct
- Contracts of CEO & Senior Employees (only salary and remuneration benefits)
- Council and Committee Agenda's and Minutes (excluding sections closed to the public)
- Council Local Laws and proposed local laws
- Delegation Register
- Freedom of Information Statement
- Owners and Occupiers Roll
- Plan for the Future 2010-2020
- Policy Manual
- Pound Register
- Register of Fees and Charges levied by Council
- Register of Financial Interests
- Schedule of Fees and Charges

Requests for other information, not outlined above, will be considered in accordance with the Freedom of Information legislation.

The Shire maintains comprehensive records of all its dealings including correspondence, memoranda, file notes, reports, plans, sketches, maps, diagrams, documents pertaining to the keeping of records, applications, approvals and notices however many of these documents are subject to the Freedom of Information Act 1992.

Lodging Requests

Requests may be lodged in person at the Shire Administration Office or mailed direct to the:-

Chief Executive Officer
Shire of Northam
PO Box 613
NORTHAM WA 6401

Freedom of Information Requests must be lodged in writing and:-

- Give an Australian address for correspondence;
- Give enough information to identify the documents you wish to seek access;
- If the application is to gain access to a document which does not contain personal information about yourself then an application fee will be applicable (refer to section 7.5)

Notice of Decision

Applicants will be given a written 'Notice of Decision' from the chief decision maker at the Shire of Northam. The 'Notice of Decision' will provide reason if you are refused access or only given partial access to the documents which you requested.

Fees and Charges

No fees or charges apply for personal information or amendment of personal information about yourself (e.g. medical records, details of employment etc). However, application for other documents requires a \$30 application fee when the application is lodged.

Fees and Charges	
Fees (GST Exempt)	
Application fee for non personal information (Mandatory)	\$30.00
Application for personal information	No fee
Charges (GST Applicable)	
Charge for staff dealing with application and photocopying	\$30.00/hr
Supervised access to records for inspection only	\$30.00/hr
Transcribing information from tape, film or computer	\$30.00/hr
Photocopying	\$0.20/page
Duplicating a tape, CD, DVD or computer information	Actual cost
Delivery, packing and postage	Actual cost
Deposits	
An advance deposit may be required	25%
An additional advance deposit may be required for large applications	75%

For financially disadvantaged applicants or those issued with a prescribed pensioner concession cards, (apart from the application fee) the charge payable is reduced by 25%.

Amendment of Council Records

A member of the public may gain access to Council documents to seek amendments concerning their personal affairs by making a request under Freedom of Information Legislation. A member of the public may then request a correction to any information about themselves that is incomplete, misleading or out of date.

Refusal of Access

If you are dissatisfied or aggrieved with the decision made in relation to your request you can lodge an appeal.

Internal Review

To apply for an internal review;

- You must submit a letter or fill in an 'internal review application form' and lodge it with the Shire within 30 days after being given notice of decision;

- The lodgement must give details of the decision you wish to have reviewed and give an address in Australia to which notices can be sent;
- The Shire will then conduct a review within 15 calendar days.

Note: There is no right to an internal review of a decision made by a Minister or the principle officer of the Shire (usually the Chief Executive Officer)

External Review by the Information Commissioner (s65-66)

If after an internal review has been completed, you are still dissatisfied with the Shires decision, you can make a complaint to the Information Commissioner.

The information Commissioner may allow a complaint to me made even though an internal review has not been sought or has not been completed if you can show that there are good reasons why you should not apply for an internal review or why an internal review should not be completed.

A complaint must be;

- Lodged to the Information Commissioner in writing;
- Must give details of the decision to which the complaint relates; and
- Must include an address in Australia to which notices can be sent.

If you are seeking access to documents or amendment of personal information, your complaint must be lodged within 60 days after being given written notice of the decision. If you are a third party to an application for access to personal or commercial or business information concerning yourself, your complaint must be lodged within 30 days after being given written notice of the decision. The Information Commissioner can be contacted at the following;

Office of the Information Commissioner
 Albert Facey House
 469 Wellington Street
 Perth WA 6000
 Tel: 6551 7888
 Fax: 6551 7889

Appeals to the Supreme Court (s.85)

Any party to a complaint may appeal to the Supreme Court on any question of law arising out of decision of the Information Commissioner, except for a decision as to the deferral of access to a document, the charges to be imposed for dealing with an access application and the payment of a deposit on account of charges.

13.3.5 APPLICATION TO WRITE OFF OUTSTANDING CHARGES

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	8.2.3.2
Officer:	Denise Gobbart / Jenny Becker / Phil Steven
Officer Interest:	Nil
Policy:	Nil
Voting:	Absolute Majority
Date:	29 November 2013

PURPOSE

For Council to consider the write off the outstanding charges for debtor T30 and W131.

BACKGROUND

The first debt has been outstanding against this debtor since December 2009.

DEBTOR NUMBER	INVOICE NUMBER	AMOUNT \$	DESCRIPTION	DATE
T30	3606	958.67	Afterschool Care Fees	17/12/2009

This account was sent to debt collection and we have recently been advised that they don't believe that it is worth pursuing these outstanding charges.

The second debt has been outstanding against this debtor since June 2013.

DEBTOR NUMBER	INVOICE NUMBER	AMOUNT \$	DESCRIPTION	DATE
W131	10829	90.00	Airport Parking Fees 27 March to 29 May 2013	06/06/2013

This account was sent to the aircraft owner who advised that his aircraft was being serviced by Northam Air Services. Northam Air Services have dedicated bays which the Shire does not charge parking fees for, however on this occasion the bays were taken up by other aircraft being serviced, and therefore the said aircraft was parked in the general aircraft parking area. Staff have confirmed that the aircraft was no longer on site, following its service.

STATUTORY REQUIREMENTS

Section 6.12 of the Local Government Act 1995 provides that Council may resolve to write off any amount of money as a debt, which is owned to the Local Government.

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

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

** Absolute majority required.*

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

[Section 6.12 amended by No. 64 of 1998 s. 39.]

CONFORMITY WITH THE COMMUNITY STRATEGIC PLAN

Nil

BUDGET IMPLICATIONS

As the invoices are from a previous financial year the total of \$1048.67 is currently showing as a receivable as at the 30 June 2013. The loss of revenue has been offset by a provision for doubtful debts in the accounts for the year ended 30 June 2013. Debt W131 consists of 9 weeks of parking at \$10 per week in accordance with Council's 12/13 Schedule of Fees & Charges.

OFFICER'S COMMENT

Considerable time has been given to recover debt T30, unfortunately due to the family circumstances it has been extremely difficult. The Shire originally invoiced the parent that had signed the contract to have the children in care. This person has refused to pay as it is alleged that the partner was meant to be responsible for the debt. Advice from Dun & Bradstreet is that as the relevant documentation was not signed by the partner, there is no legal avenue to recover it from them. Staff believe all avenues for recovery have been exhausted and seek Councils endorsement to write off the debt.

For debt W131, it is considered reasonable that the charge is written off since the aircraft was being parked for servicing, and was removed thereafter.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2198

Moved: Cr R Head

Seconded: Cr D Beresford

That Council by absolute majority:

- 1. Write off the outstanding charges for debtor T30 demonstrated on invoice 3606 totalling a sum of \$958.67**
- 2. Write off the outstanding charges for debtor W131 demonstrated on invoice 10829 totalling a sum of \$90.00**

CARRIED 10/0

13.3.6 SHIRE OF NORTHAM ART COLLECTION COMMITTEE – APPOINTMENT OF COMMUNITY REPRESENTATIVES

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	2.1.3.2
Officer:	Denise Gobbart / Alysha Maxwell
Officer Interest:	Nil
Policy:	G 1.5 Code of Conduct - Elected Members & Committee Members
Voting:	Absolute Majority
Date:	21/11/2013

PURPOSE

For Council to appoint the community representatives to the Shire of Northam Art Collection Committee.

BACKGROUND

At the Special Council Meeting held on 23 October 2013, Council resolved by absolute majority that Council establishes an Art Collection Committee. Council endorsed that there be one community representative (to be invited by way of public advertisement) to be appointed to the committee, however it outlines in the terms of reference that committee shall consist of two community representatives.

An advert was placed in the Avon Valley Advocate on the 13 November, 2013 seeking nominations for the Shire of Northam Art Collection Committee. Nominations have now closed with two nominations received from Mr Michael Letch and Ms Anne Ashman.

Correspondence has been received from Avon Valley Arts Society nominating Ms Stephanie Corcoran as the AVAS representative. Northam Chamber of Commerce has nominated Cr Denis Beresford as their representative. Cr Beresford is already Council’s elected representative of this committee and cannot be the appointed representative for the Chamber of Commerce. Contact is being made with the Chamber to resolve this issue.

STATUTORY REQUIREMENTS

Local Government Act 1995 Part 5 Administration;

Division 2 – Council Meetings Committees and their meetings;

Subdivision 2 – Committees and their meetings s5.8

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

Key Result Area: Social

Objective: Protect and promote the Shire's diverse culture and heritage

BUDGET IMPLICATIONS

Nil

OFFICER'S COMMENT

An advert was recently placed in the Avon Valley Advocate calling for nominations for the Shire of Northam Art Collection Committee with nominations closing on 20 November, 2013. Two nomination forms have been received from members of the public, both of which were previously members of the committee. Nominations were received from Mr Michael Letch, previous Chairman and Ms Anne Ashman, previous Community Representative on the Art Committee.

It is acknowledged that Council has endorsed that only one community representative is appointed to the committee. It is outlined in the terms of reference that the committee shall consist of 2 community representatives, it is requested that Council endorse the appointment of both Mr Michael Letch and Ms Anne Ashman to the committee.

RECOMMENDATION/COUNCIL DECISION**Minute No C.2199**

Moved: Cr D Hughes

Seconded: Cr U Rumjantsev

That Council as per the Terms of Reference for the Shire of Northam Art Collection Committee:

- 1. Appoint Mr Michael Letch and Ms Anne Ashman to the Shire of Northam Art Collection Committee as Community Representatives; and**
- 2. Appoint Ms Stephanie Corcoran to the Shire of Northam Art Collection Committee as the Avon Valley Arts Society Representative.**

CARRIED BY ABSOLUTE MAJORITY 10/0

13.3.7 SHIRE OF NORTHAM 2012/2013 ANNUAL REPORT

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	8.2.7.1
Officer:	Denise Gobbart
Officer Interest:	Nil
Policy:	Local Government Act 1995 & LG (FM) Regs 1996
Voting:	Simple Majority
Date:	18 December 2013

PURPOSE

For Council to consider and if acceptable receive the Annual Report for the year ended 30 June 2013 for the Shire of Northam.

BACKGROUND

The Annual Financial Report for the Year ended 30 June 2013 was completed and presented to the Shire of Northam auditor on Monday, 30 September 2013 for audit. The Audit was completed and signed off on 13 December 2013.

Section 5.54 'Acceptance of Annual Reports' of the Local Government Act 1995 requires an Annual Report to be accepted by Council by 31 December in each year unless the Auditors Report is not available in time. Local Government Act 1995 Section 5.54(2) requires that if the Annual Report is not accepted by the Local Government by 31 December then it must be presented within two (2) months of the Auditors Report becoming available.

It is intended that the advert advising of the Annual Electors Meeting and 2013/2014 Annual Report availability will be placed in the West Australian on Tuesday, 24 January 2014, the Avon Valley Advocate on Wednesday 8 January 2014 and in the Avon Valley Gazette on Saturday 11 January 2014. Due to the Christmas period the cut off period for the advert to be displayed in the Gazette and Advocate have already ended. Notices will also be placed on our Notice Boards and the website.

STATUTORY REQUIREMENTS***Local Government Act 1995 Section 5.53 Annual Reports;***

- (1) *The local government is to prepare an annual report for each financial year.*
- (2) *The annual report is to contain -*
 - (a) *a report from the mayor or president; and*
 - (b) *a report from the CEO; and*
 - [(c), (d) deleted]*

- (e) *an overview of the plan for the future of the district made in accordance with section 5.56, including major initiatives that are proposed to commence or to continue in the next financial year; and*
- (f) *the financial report for the financial year; and*
- (g) *such information as may be prescribed in relation to the payments made to employees; and*
- (h) *the auditor's report for the financial year; and*
- (ha) *a matter on which a report must be made under section 29(2) of the Disability Services Act 1993; and*
- (hb) *details of entries made under section 5.121 during the financial year in the register of complaints, including —*
 - (i) *the number of complaints recorded in the register of complaints;*
 - (ii) *how the recorded complaints were dealt with; and*
 - (iii) *any other details that the regulations may require; and*
 - (i) *such other information as may be prescribed.*

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

Nil

BUDGET IMPLICATIONS

Nil

OFFICER'S COMMENT

Council is requested to accept the Annual Report for the year ended 30 June 2013 for the Shire of Northam.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2200

Moved: Cr R Head

Seconded: Cr A Llewellyn

That Council notes the recommendations of the Audit Committee and in accordance with;

- 1. Sections 5.53 and 5.54 of the Local Government Act 1995, accepts the Annual Report for the 2012/2013 financial year;**
- 2. Section 5.55 of the Local Government Act 1995, authorise the Chief Executive Officer to give public notice of the availability of the Annual Report from Friday, 20 December 2013.**

CARRIED 10/0

13.3.8 2013/2013 ANNUAL ELECTORS GENERAL MEETING

Name of Applicant:	Internal Report
Name of Owner:	N/A
File Ref:	8.2.7.1
Officer:	Denise Gobbart
Officer Interest:	Nil
Policy:	Local Government Act 1995 & LG (FM) Regs1996
Voting:	Simple Majority
Date:	18 December 2013

PURPOSE

For Council to consider and endorse the date for the Annual Electors General Meeting set by the Chief Executive Officer.

BACKGROUND

The Annual Electors General Meeting is to be held within 56 days of the local government accepting the Annual Report.

A requirement of setting the date is that 14 days local public notice is required for advertising the meeting. Providing the Annual Report is endorsed at Council meeting held on 18 December 2013 the last eligible day for holding the meeting would be 12 February 2014.

The closing period for adverts to be placed in the Avon Valley Gazette and Avon Valley Advocate is Thursday morning however over the Christmas period these deadlines have been changed and the notice would not make this. This would mean the earliest edition for an advert to be placed in the Hills Gazette would be the 11 January 2014 and the 8 January 2014 for the Avon Valley Advocate. It is intended place a public notice in the West Australian on Tuesday, 24 December 2013, this would allow the meeting to be held no earlier than Wednesday, 8 January 2014.

STATUTORY REQUIREMENTS***Local Government Act 1995 Section 5.27 Electors' general meetings;***

- (1) *A general meeting of the electors of a district is to be held once every financial year.*
- (2) *A general meeting is to be held on a day selected by the local government but not more than 56 days after the local government accepts the annual report for the previous financial year.*

- (3) *The matters to be discussed at general electors' meetings are to be those prescribed.*

Local Government (Administration) Regulation No 15 Matters for discussion at general electors' meetings - s. 5.27(3)

For the purposes of section 5.27(3), the matters to be discussed at a general electors' meeting are, firstly, the contents of the annual report for the previous financial year and then any other general business.

Local Government Act 1995 Section 5.29 Convening Electors' Meetings;

- (1) *The CEO is to convene an electors' meeting by giving –*
- (a) *at least 14 days' local public notice; and*
 - (b) *each council member at least 14 days' notice, of the date, time, place and purpose of the meeting.*
- (2) *The local public notice referred to in subsection (1)(a) is to be treated as having commenced at the time of publication of the notice under section 1.7(1)(a) and is to continue by way of exhibition under section 1.7(1)(b) and (c) until the meeting has been held.*

CONFORMITY WITH THE STRATEGIC COMMUNITY PLAN

Nil

BUDGET IMPLICATIONS

Nil

OFFICER'S COMMENT

Council is requested to endorse the date set, in accordance with the Local Government Act, for the Annual Electors Meeting.

To meet the statutory requirements for advertising, it is intended to place a public notice in The West Australian by Tuesday, 24 December 2013. In addition to this, notice will be given on the website, notice boards. In addition we can advertise using the radio.

RECOMMENDATION/COUNCIL DECISION

Minute No C.2201

Moved: Cr R Head

Seconded: Cr U Rumjantsev

That Council, notes the recommendations of the Audit Committee, and resolves to hold the Annual Electors General Meeting on 15 January 2014 at 4.30pm in the Shire of Northam Council Chambers.

CARRIED 10/0

13.4. COMMUNITY SERVICES

Nil

13.5. ENGINEERING SERVICES

Nil

14. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

15.1. Elected Members

Nil

15.2. Officers

Nil

16. CONFIDENTIAL ITEM/S

Nil

17. DECLARATION OF CLOSURE

There being no further business, the Shire President, Cr S Pollard declared the meeting closed at 5.56pm.

"I certify that the Minutes of the Ordinary Meeting of Council held on Wednesday, 18 December 2013 have been confirmed as a true and correct record."

_____ President

_____ Date