



Minutes

of the

Ordinary Meeting of Council

held

on

Thursday

15

December

2016 At 3.30 pm

In

The Council Chambers
Honour Avenue Wyalkatchem

Our purpose

The council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations

Council's Vision

That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment.

Our Purpose

The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.

Our Guiding Principles

Respect for diverse community interests based on active listening and mutual understanding;

Leaving a positive legacy for future generations and Councils;

Balancing a flexible, can-do, innovative and professional approach with achieving outcomes efficiently;

Responsible financial management;

Informed, evidence-based and representative decision making; and

Effective communication and engagement.

Our Goals

Healthy, strong and connected communities

A prosperous and dynamic district

A sustainable natural and built environment

An effective voice

A well-managed and effective organisation

Facilities and assets that are well used and effectively managed

1	Declaration of opening	5
1.1	The Presiding person will declare the meeting open	5
1.2	The Shire of Wyalkatchem disclaimer will be read aloud	5
2	Public question time	5
2.1	Response to previous questions taken on notice	5
2.2	Declaration of public question time opened	5
2.3	Declaration of public question time closed	5
3	Record of attendance, apologies and approved leave of absence	5
3.1	Present	5
3.2	Apologies	5
3.3	On leave of absence	5
3.4	Staff	5
3.5	Visitors	5
3.6	Gallery	5
3.7	Applications for leave of absence	5
4	Petitions, deputations and presentations	5
4.1	Petitions	5
4.2	Deputations	5
4.3	Presentations	5
5	Confirmation of minutes from previous meeting	5
5.1.1	Meetings – Confirmation of minutes – Ordinary Meeting – 15 November 2016	6-7
6	Announcements by presiding person	8
7	Matters for which meeting may be closed – 12.1 -CEO performance review quotes	8
8.1	Land use and planning	9
8.1.1	Land use and planning – Telecommunications – Planning – Proposed Optus telecommunications tower – Lot 1 – Wyalkatchem North Road	10-12
8.2	Financials	13
8.2.1	Financial Management – Financial Reporting – Monthly Financial Report – November 2016	14-46
8.2.2	Financial Management – Financial reporting – Payment listings – November 2016	47-52
8.2.3	Council properties – Usage – Charges – amendment to 2016/17 fees and charges	53-54
8.3	Officer reports to council	55
8.3.1	Water supply – agreements – recycled water supply agreement – amending a council motion	55-102
8.4	Monthly officer reports	103
8.4.1	Governance – Reporting – Officer reports to council – Chief Executive Officer – November 2016	103-108
8.4.2	Governance – Reporting – Officer reports to council – Manager of Works – November 2016	109-113
8.4.3	Governance – Reporting – Officer reports to council – Governance and Emergency Officer – November 2016	114-116
8.4.4	Governance – Reporting – Officer reports to council – Principle Environmental Health Officer report – November 2016	117-118

8.4.5	Governance – Reporting – Officer reports to council – Community and Economic Development Officer report – November 2016	119-123
9.	Motions for which previous notice has been given	124
10.	Questions by members of which due notice has been given	124
11.	New business of an urgent nature introduced by the presiding person	124
12.	Matters for which meeting may be closed	124
12.1	Performance appraisal – Chief Executive Officer	125-132
13.	Closure of meeting	132

CONTENTS

Minutes of the Ordinary Meeting of Council to be held in Council Chambers, Cnr Honour Avenue and Flint Street, Wyalkatchem held on Thursday 15 December 2016.

1. DECLARATION OF OPENING

1.1 The Shire President declared the Meeting open: 15.30

1.2 The Shire of Wyalkatchem disclaimer was read aloud.

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

2 Public question time

2.1 Response to previous questions taken on notice

Not applicable

2.2 Declaration of public question time opened: 15.32

2.3 Declaration of public question time closed: 15.32

3 Record of attendance, apologies, and approved leave of absence

3.1 Present: Cr Holdsworth, Cr Gawley, Cr Butt, Cr Garner, Cr Jones, Cr Gamble, Cr Davies

3.2 Apologies:

3.3 On leave of absence:

3.4 Staff: Craig Harris, Ian McCabe, Claire Trenorden, Rachel Nightingale

3.5 Visitors: Cr Tim Barling from the City of Melville

3.6 Gallery:

3.7 Applications for leave of absence:


4.1 Petitions

4.2 Deputations

4.3 Presentations

5. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

5.1.1 MEETINGS – CONFIRMATION OF MINUTES - ORDINARY MEETING 17 NOVEMBER 2016

FILEREFERENCE:	Minute Book
AUTHOR'S NAME ANDPOSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/ RESPONDENT/LOCATION:	Shire of Wyalkatchem
DATE REPORTWRITTEN:	6 December 2016
DISCLOSURE OFINTEREST:	Not applicable
PREVIOUS MEETING REFERENCE:	Not Applicable

SUMMARY:

- 1. Confirm the minutes as an accurate record of the Ordinary Meeting of Council held on 17 November 2016.**

Appendix:

There is no attachment to this report.

Background:

The minutes have been circulated to all Councillors and they have been made available to the public. The minutes are also published on the Shire's website.

Comment:

There is no further comment to this item.

Consultation:

Ian McCabe, Chief Executive Officer.

Statutory Environment:

1. *Local Government Act 1995*, Part 5 Division 2 Subdivision 3 Section 5.25
2. *Local Government (Administration) Regulations 1996*, Regulation 11 Content of minutes of council or committee meetings s.5.25(f)
3. Shire of Wyalkatchem Standing Orders Local Law 1999, Part 3 Business of the Meeting Standing Order 3.5 Confirmation of Minutes

Policy Implications:

There is no Council Policy relative to this issue.

Financial Implications:

There are no Financial Implications relative to this issue.

Strategic Plan/Risk Implications:

There are no Strategic Plan/Risk Implications relative to this issue.

Voting Requirements: Simple Majority

Council Decision Number: 3389

Moved: Cr Jones

Seconded: Cr Gawley

That Council resolve the following:

- 1. Confirm the minutes as an accurate record of the Ordinary Meeting of Council held on 17 November 2016.**

Vote: 7/0

6.0 Announcements by Presiding Person

Cr Davies acknowledged the passing of Marlene Kelly and Syd Maitland and extended his condolences to the families.

Cr Davies attended the school presentation evening, he said it was a well run event and the children were a credit to the staff and principal.

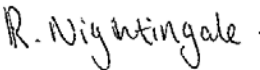
Cr Davies asked thanked the Emergency Services for their assistance in the recent road crash on the Nungarin-Wyalkatchem road.

Cr Davies attended NEWROC with the CEO, with a christmas dinner afterwards.

7.0 Matters for which meeting may be closed - 12.1 Performance Appraisal - CEO review quotes.

8.1 LAND USE AND PLANNING

8.1.1 TELECOMMUNICATIONS - PLANNING - PROPOSED OPTUS TELECOMMUNICATIONS TOWER - LOT 1, WYALKATCHEM NORTH ROAD

FILE REFERENCE:	10.15
AUTHOR'S NAME AND POSITION:	Rachel Nightingale Governance Emergency Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/ RESPONDENT/LOCATION:	Daly International
NOTIFICATION TO APPLICANT:	Required
DATE REPORT WRITTEN:	30 November 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY: That Council resolve the following:

1. That Council grant approval for a telecommunications tower facility to be located on Lot 1 Wyalkatchem North Road.

Appendix

Appendix 1 – Development Application Assessment Report

Background:

Optus Mobile proposes to install a new telecommunications facility at Lot 1 Wyalkatchem North Road. The facility will provide some coverage in the Wyalkatchem area, including some major connecting roads around Wyalkatchem. Improved mobile phone will have a positive impact on the economic and social fabric of the community, with no detrimental impact on the environment. It is recommended that the proposal be supported by the Council.

An application was received from Optus Mobile Ltd for a telecommunications tower to be erected at Lot 1 Wyalkatchem North Road, in a portion of the lot subject to a lease of 160m² with the landowner. Optus have considered all feasible options for a site for the tower, including existing Optus facilities and sharing of existing facilities. The chosen site will enhance the Optus network while being close to other towers but away from residential areas. The site is already cleared land.

Comment:

The proposed communications tower is part of a nationwide roll out to improve mobile coverage and access to enhanced services via the Optus network in metropolitan, regional and rural areas across Australia. All mobile carriers are bound by the Federal *Telecommunications Act 1997*, and the relevant code of practice. The tower is not

considered exempt from Local Government approval, hence this application seeking development approval. The works include a 56m tower with antenna and dishes attached; an equipment shed of less than 10m²; and ancillary equipment; the facility will be fenced in a 2.4m high chain-link security fence compound.

The benefit of mobile technology for families and businesses is significant to the social lives of communities and the economy. In isolated farming communities the safety benefits are also significant. Having a mobile telecommunications network that is continuous, and high quality, is part of daily life for many Australians in urban, regional and rural areas. This tower will contribute towards improving the mobile network in the Wyalkatchem and surrounding districts.

Consultation:

Ian McCabe	CEO
Stuart Coles	Daly International
John Gosper	Building Surveyor

Statutory Environment:

Shire of Wyalkatchem TPS 4
State Planning Policy 5.2 Telecommunications Infrastructure
Building Act 2011

Policy Implications:

There is no Council Policy relative to this item.

Financial Implications:

Nil

Strategic Plan/Risk Implications:

Not applicable

Voting Requirements:

Simple Majority

Council Decision Number: 3390

Moved: Cr Garner

Seconded: Cr Gamble

That Council resolve the following:

1. That Council grant approval for a telecommunications tower facility to be located on Lot 1 Wyalkatchem North Road.

Vote: 7/0

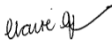
Appendix 1

DA ASSESSMENT REPORT
DA No. 03112016 Application date : 3 November 2016
Address: LOT 1 Wyalkatchem North Rd Wyalkatchem
Proposal: Telecommunications Tower
MATTERS FOR CONSIDERATION - Planning and Development (Local Planning Schemes) Regulations 2015 – Clause 67
a) The aims and provisions of the Scheme and any other relevant town planning schemes operating within the Scheme area.
<i>Local Planning Scheme No 4, - 4.3 Zoning Table. The proposed Telecommunications tower is located in a rural zone. Telecommunications Infrastructure is considered a “D” use in a rural zone, meaning it is not permitted unless council exercises its discretion by granting development approval.</i>
b) The requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015
<i>No amendments being progressed that affect this application</i>
c) Any approved State planning policy.
N/A
d) Any approved environmental protection policy under the <i>Environmental Protection Act 1986</i> section 31 (d).
N/A
e) Any policy of the Commission
Nil
f) any policy of the state
<i>State Planning Policy No. 5.2 Telecommunications Infrastructure. Part 8 Table 4 of the applicants report demonstrates assessment against the State Policy and relevant provisions. The proposal complies with the state policy.</i>
g) Any local planning policy for the Scheme area
Nil
h) Any structure plan, activity centre or local development plan that relates to the development
Nil
i) Any report of the review of the local planning scheme that has been published under the Planning and Development (Local Planning Schemes) Regulations 2015
N/A
j) In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the Reserve.
N/A
k) The built heritage conservation of any place that is of cultural significance.
nil
l) The effect of the proposal on the cultural heritage significance of the area in which the development is located.
nil
m) The compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development.
<i>The proposed site is located within a rural zone. The lot is adjacent Public Purposes – Public Utility to the east; Public Purposes- High School (reserve) to the south; rural to the north and east. The facility will sit on the edge of the town site but is well separated from built up residential dwellings, and sensitive areas, and will not disturb the existing landscape.</i>
n) The amenity of the locality including the following – i) Environmental impacts of the development; ii) The character of the locality; Social impacts of the development. The built heritage conservation of any place that is of cultural significance.

N/A
o) The likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource.
Nil
p) Whether adequate provision has been made for the landscaping of land to which the application relates and whether any trees or other vegetation on the land should be preserved.
<i>There will be no loss of vegetation due to this development. The tower is not located in an area that would normally be considered to require landscaping to enhance or shield the site.</i>
q) The suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk.
<i>Nil. The site is already cleared, and elevated level stable ground.</i>
r) The suitability of the land for development taking into account the possible risk to human health and safety
<i>The proposed site is approximately 1km from the Wyalkatchem town site and will not have any impact on human health and safety.</i>
s) The adequacy of – i) the proposed means of access to and egress from the site; and ii) Arrangements for the loading, unloading, manoeuvring and parking of vehicles.
<i>Access is via an existing farm gate and unsealed road in the paddock. The facility will not have regular vehicle movements.</i>
t) The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probably effect on traffic and safety.
<i>The facility requires very low maintenance, and typically a single light vehicle visits 1 to 5 times per year, therefore will not adversely affect the local roads or traffic.</i>
u) The availability and adequacy for the development of the following – i) Public transport services; ii) Public utility services; iii) Storage, management and collection of waste; iv) Access for pedestrians and cyclists (including end of trip storage, toilet or storage facilities); v) Access by older people and people with a disability.
N/A
v) The potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses
<i>The proposal will enhance communications for the whole community. This facility could potentially be utilised by other carriers in the future. The benefit of mobile technology for individuals, families, and businesses is significant to the economy and social lives of communities. In isolated farming communities the safety benefits are also significant.</i>
w) The history of the site where the development is to be located.
<i>The site is a cleared paddock used for grazing and cropping. The proposal will not adversely affect the historical significance of the land.</i>
x) The impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals.
NIL
y) Any submissions received on the application
NIL
za) the comments or submissions received from any authority consulted under clause 66
N/A
zb) any other planning consideration the local government considers appropriate
N/A
Recommendation
<i>That Council grant approval for the proposed Optus telecommunications facility.</i>

8.2 FINANCIALS

8.2.1 FINANCIAL MANAGEMENT – FINANCIAL REPORTING – MONTHLY FINANCIAL REPORT – NOVEMBER 2016

FILE REFERENCE:	12.10.02
AUTHOR'S NAME AND POSITION:	Claire Trenorden Senior Finance Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/RESPONDENT:	Not Applicable
DATE REPORT WRITTEN:	8 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
PREVIOUS MEETING REFERENCE:	OMC 17 November 2016 Council decision number: 3376
STRATEGIC COMMUNITY PLAN REFERENCE	5 – A well-managed and effective Council organization. 6 – Well utilized and effectively managed facilities and assets.

SUMMARY: In accordance with Regulation 34 of the Local Government (Financial Management) Regulations 1996, the Shire is to prepare a monthly Statement of Financial Activity for approval by Council.

That Council resolve the following:

1. Receive the Statement of Financial Activity for the period ended 30 November 2016.

Appendix:

1. Monthly Financial Report for the Period Ended 30 November 2016 and supporting documentation.

Background:

The Statement of Financial Activity was introduced by the Department of Local Government from 1 July 2005. The change was implemented to provide elected members with a better idea of operating and capital revenue and expenditure. It was also intended to link operating results with balance sheet items and to reconcile with end of month balances.

Comment:

November 2016 Financial Statements:

- Yearly operating revenue is \$2,261,144 inclusive of net rate income of \$1,142,043 (net of prepaid rates and discounts) – 70% of Budget
- Yearly operating expenditure is \$1,347,214 – 39% of Budget
- Yearly capital expenditure is \$1,118,107 – 36% of Budget
- Yearly capital revenue is \$900,333 – 42% of Budget

- Net current assets as 30 November 2016 are \$1,463,581

Operating Revenue: Total operating revenue is 70% of the Annual Budget.

Rates: Revenue of \$1,341,949 has been raised during the Rate Run for 2016/17. The total Rate Run is broken down between Rates \$1,192,288, Rubbish \$99,540, Health Levy \$14,868 and ESL Levy \$35,253. To date income received is \$1,152,423 and discounts applied equate to \$18,553. Approximately 86% of Rates have been collected to date, with \$161,741 outstanding. Ex-gratia rates for CBH were raised and paid in October 2016 (\$7,724).

Breakdown of outstanding rates as at 30 November 2016:

Payment by instalments	\$121,773
Pensioners who have until 30 June 2017 to pay	\$14,655
Ratepayers on a payment arrangement	\$6,932
Legal Action	\$4,404
Deceased estates awaiting probate	\$13,977

General Purpose Funding: The second instalment of the FAGS – General Purpose was received in November 2016 (\$250,395) as per the Annual Budget. Two grants were received for the Wyalkatchem Fair, one from Healthway (\$2,000) and the other from the Road Safety Commission (\$1,000).

Recreation and Culture: The Community Pool Revitalisation Grant was received for 2016/17 (\$32,000), this was \$2,000 than the Annual Budget estimate.

Transport: The second instalment of the FAGS – Roads Portion (\$105,865) and the September quarter payment for Roads 2 Recovery (\$280,203) were received in November 2016 as per the Annual Budget.

Operating Expenditure: Total operating expenditure is 39% of the Annual Budget.

Capital Expenditure: Total Capital Expenditure (\$1,118,107) is 36% of the Annual Budget (\$3,103,273).

Land and Buildings	\$721,797	4 Slocum St, 53 Piesse St, 1 Slocum St, Bush Fire Truck Shed, Recreation Centre, Tennis Club, Shire Office and Senior Citizens project are all in progress as of November 2016. The Railway Station is complete for 2016/17.
Plant and Property	\$107,768	The turf roller replacement has been completed for 2016/17. The new side tipper was purchased in October 2016. A deposit for the Front End Loader was paid in November 2016.
Roadworks	\$113,929	Parsons Rd, Wyalkatchem/Koorda Rd, Wyalkatchem North Rd, Elsegood Rd and Yorkrakine West Rd are all in progress as at November 2016.

Other Infrastructure	\$13,385	Pioneer Park and Admin Park works are in progress as of November 2016.
Transfers to Reserves	\$21,365	

Net Assets: Net Current Assets as at 30 November 2016 amounts to \$1,463,581. This is in the majority comprised of Municipal funds (\$1,281,230).

Consultation:

Ian McCabe Chief Executive Officer

Statutory Environment:

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of the *Local Government (Financial Management) Regulations 1996* applies.

Policy Implications:

There is no Council Policy relative to this issue.

Financial Implications:

There are no Financial Implications relative to this issue.

Strategic Plan/Risk Implications:

There are no Strategic Plan / Risk Implications relative to this issue.

Voting Requirements Simple Majority

Council Decision Number: 3391

Moved: Cr Butt **Seconded:** Cr Holdsworth

That Council resolve the following

- 1. Receive the Statement of Financial Activity for the period ended 30 November 2016.**

Vote: 7/0

Shire of Wyalkatchem

MONTHLY FINANCIAL REPORT

For the Period Ended 30 November 2016

TABLE OF CONTENTS

Statement of Financial Activity

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Note 8

Note 9

Note 10

Note 11

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

Shire of Wyalkatchem
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 November 2016

	Note	Annual Budget 4	YTD Budget (a)	YTD Actual (b)	Var. \$ (b) - (a) 3	Var. % (b) - (a) / (b) 3	Var.
		\$	\$	\$	\$	%	
Operating Revenues							
Governance		2,100	3,375	3,516	141	4.0%	
General Purpose Funding		1,068,785	533,922	540,137	6,215	1.2%	
Law, Order and Public Safety		38,962	16,234	15,707	(527)	(3.4%)	
Health		51,273	11,318	10,345	(973)	(9.4%)	
Education and Welfare		0	0	0	0		
Housing		130,831	54,513	56,821	2,308	4.1%	
Community Amenities		110,197	108,897	111,596	2,699	2.4%	
Recreation and Culture		47,684	40,660	37,259	(3,401)	(9.1%)	
Transport		625,508	309,129	312,388	3,259	1.0%	
Economic Services		3,910	1,629	11,908	10,279	86.3%	
Other Property and Services		10,000	9,167	19,424	10,257	52.8%	
Total (Excluding Rates)		2,089,250	1,088,844	1,119,102	30,258	2.7%	
Operating Expense							
Governance		(303,146)	(112,311)	(103,118)	9,193	8.9%	
General Purpose Funding		(60,120)	(25,050)	(24,258)	793	3.3%	
Law, Order and Public Safety		(100,981)	(50,075)	(55,169)	(5,093)	(9.2%)	
Health		(310,233)	(129,264)	(122,227)	7,037	5.8%	
Education and Welfare		(9,489)	(9,617)	(10,213)	(596)	(5.8%)	
Housing		(250,010)	(104,171)	(111,064)	(6,893)	(6.2%)	
Community Amenities		(220,184)	(91,743)	(88,026)	3,717	4.2%	
Recreation and Culture		(686,738)	(243,141)	(234,775)	8,366	3.6%	
Transport		(1,404,179)	(630,075)	(622,454)	7,621	1.2%	
Economic Services		(79,969)	(33,320)	(40,980)	(7,659)	(18.7%)	
Other Property and Services		0	0	65,069	65,069	(100.0%)	
Total		(3,425,049)	(1,428,767)	(1,347,214)	81,553		
Funding Balance Adjustment							
Add back Depreciation		1,049,519	437,300	452,235	14,936	3.3%	
Adjust (Profit)/Loss on Asset Disposal	10	(102,502)	0	0	0		
Movement in Deferred Pensional Rates (Non-Current)				0	0		
Movement in Accrued Salaries and Wages				0	0		
Movement in Employee Benefit Provisions				0	0		
Adjust Provisions and Accruals				0	0		
Net Operating (Ex. Rates)		(388,782)	97,376	224,123	126,746		
Capital Revenues							
Proceeds from Disposal of Assets	10	72,727	0	0	0		
Non-Operating Grants		995,750	445,369	445,369	0	0.0%	
Proceeds from New Debentures		0	0	0	0		
Proceeds from Sale of Investments					0		
Proceeds from Advances					0		
Self-Supporting Loan Principal		12,169	4,963	4,963	0	0.0%	
Transfer from Reserves	9	1,043,266	450,000	450,000	0	0.0%	
Total		2,123,912	900,333	900,333	0		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	10	(1,197,492)	(721,797)	(721,797)	0	0.0%	
Plant and Equipment	10	(363,182)	(46,591)	(107,768)	(61,177)	(56.8%)	▲
Furniture and Equipment	10	0	0	0	0		
Infrastructure Assets - Roads	10	(895,107)	(200,481)	(200,481)	0	0.0%	
Infrastructure Assets - Other	10	(196,929)	(33,409)	(33,409)	0	0.0%	
Purchase of Investments					0		
Repayment of Debentures		(101,502)	(33,287)	(33,287)	0	0.0%	
Advances to Community Groups					0		
Transfer to Reserves	9	(349,061)	(21,365)	(21,365)	0	0.0%	
Total		(3,103,273)	(1,056,930)	(1,118,107)	(61,177)		
Net Capital		(979,361)	(156,598)	(217,775)	(61,177)		
Total Net Operating + Capital		(1,368,143)	(59,221)	6,348	65,569		
Rate Revenue		1,142,763	1,142,763	1,142,043	(720)	(0.1%)	
Opening Funding Surplus(Deficit)		300,000	300,000	315,191	15,191	4.8%	
Closing Funding Surplus(Deficit)	3	74,620	1,383,542	1,463,581	80,040	5.5%	

Shire of Wyalkatchem
STATEMENT OF FINANCIAL ACTIVITY
(Nature or Type)
For the Period Ended 30 November 2016

	Note	Amended Annual Budget 4	YTD Budget (a)	YTD Actual (b)	Var. \$ (b) - (a) 3	Var. % (b) - (a) / (b) 3	
Operating Revenues		\$	\$	\$	\$	%	
Grants, Subsidies and Contributions	8	1,650,006	871,886	882,796	10,911	1.2%	
Profit on Asset Disposal	10	102,502	7,709	6,273	(1,436)	(22.9%)	
Fees and Charges		279,730	185,494	206,332	20,838	10.1%	
Interest Earnings		57,012	23,755	23,700	(55)	(0.2%)	
Other Revenue		0	0	0	0		
Total (Excluding Rates)		2,089,250	1,088,844	1,119,102	30,258		
Operating Expense							
Employee Costs		(962,332)	(386,972)	(382,898)	4,074	1.1%	
Materials and Contracts		(1,129,740)	(421,388)	(333,618)	87,770	26.3%	▼
Utilities Charges		(137,538)	(57,308)	(48,813)	8,494	17.4%	
Depreciation (Non-Current Assets)		(1,049,519)	(437,300)	(452,235)	(14,936)	(3.3%)	
Interest Expenses		(21,603)	(9,001)	(10,702)	(1,700)	(15.9%)	
Insurance Expenses		(124,317)	(116,799)	(118,949)	(2,150)	(1.8%)	
Loss on Asset Disposal	10	0	0	0	0		
Other Expenditure		0	0	0	0		
Total		(3,425,049)	(1,428,767)	(1,347,214)	81,553		
Funding Balance Adjustment							
Add Back Depreciation		1,049,519	437,300	452,235	14,936	3.3%	
Adjust (Profit)/Loss on Asset Disposal	10	(102,502)	0		0		
Movement in Deferred Pensional Rates (Non-Current)					0		
Movement in Accrued Salaries and Wages					0		
Movement in Employee Benefit Provisions					0		
Adjust Provisions and Accruals					0		
Net Operating (Ex. Rates)		(388,782)	97,377	224,123	126,746		
Capital Revenues							
Grants, Subsidies and Contributions	8	995,750	445,369	445,369	0	0.0%	
Proceeds from Disposal of Assets	10	72,727	0	0	0		
Proceeds from New Debentures					0		
Proceeds from Sale of Investments					0		
Proceeds from Advances					0		
Self-Supporting Loan Principal		12,169	4,963	4,963	0	0.0%	
Transfer from Reserves	9	1,043,266	450,000	450,000	0	0.0%	
Total		2,123,912	900,333	900,333	0		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	10	(1,197,492)	(721,797)	(721,797)	0	0.0%	
Plant and Equipment	10	(363,182)	(46,591)	(107,768)	(61,177)	(56.8%)	▲
Furniture and Equipment	10	0	0	0	0		
Infrastructure Assets - Roads	10	(895,107)	(200,481)	(200,481)	0	0.0%	
Infrastructure Assets - Other	10	(196,929)	(33,409)	(33,409)	0	0.0%	
Purchase of Investments			0	0	0		
Repayment of Debentures		(101,502)	(33,287)	(33,287)	0	0.0%	
Advances to Community Groups					0		
Transfer to Reserves	9	(349,061)	(21,365)	(21,365)	0	0.0%	
Total		(3,103,273)	(1,056,930)	(1,118,107)	(61,177)		
Net Capital		(979,361)	(156,598)	(217,775)	(61,177)		
Total Net Operating + Capital		(1,368,143)	(59,221)	6,348	65,569		
Rate Revenue		1,142,763	1,142,763	1,142,043	(720)	(0.1%)	
Opening Funding Surplus(Deficit)		300,000	300,000	315,191	15,191	4.8%	
Closing Funding Surplus(Deficit)	3	74,620	1,383,542	1,463,581	80,040	5.5%	

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

- (a) **Basis of Accounting**
This statement is a special purpose financial report, prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).
- (b) **The Local Government Reporting Entity**
All Funds through which the Council controls resources to carry on its functions have been included in this statement.

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

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 11.

- (c) **Rounding Off Figures**
All figures shown in this statement are rounded to the nearest dollar.
- (d) **Rates, Grants, Donations and Other Contributions**
Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.
- (e) **Goods and Services Tax**
In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.
- (f) **Cash and Cash Equivalents**
Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.
- (g) **Trade and Other Receivables**
Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

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

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs of necessary to make the sale.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of the cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

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

(i) Fixed Assets

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

Mandatory Requirement to Revalue Non-Current Assets

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

The amendments allow for a phasing in of fair value in relation to fixed assets over three years as follows:

- (a) for the financial year ending 30 June 2013, the fair value of all of the assets of the local government that are plant and equipment; and
 - (b) for the financial year ending 30 June 2014, the fair value of all of the assets of the local government -
 - (i) that are plant and equipments; and
 - (ii) that are -
 - (I) land and buildings; or
 - (II) infrastructure;
- and
- (c) for a financial year ending on or after 30 June 2015, the fair value of all of the assets of the local government.

Thereafter, in accordance with the regulations, each asset class must be revalued at least every 3 years.

Council has commenced the process of adopting Fair Value in accordance with the Regulations.

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

Land under Control

In accordance with Local Government (Financial Management) Regulation 16(a), the Council is required to include as an asset (by 30 June 2013), Crown Land operated by the local government as a golf course, showground, racecourse or other sporting or recreational facility of State or regional significance.

Under initial recognition, these assets were recorded at cost in accordance with AASB 116. They were then classified as Land and revalued along with other land in accordance with the other policies details in this Note.

Whilst they were initially recorded at cost, fair value at the date of acquisition was deemed cost as per AASB 116.

Consequently, these assets were initially recognised at cost but revalued along with other items of Land and Buildings at 30 June 2013.

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(i) Fixed Assets (Continued)

Initial Recognition

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

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Council and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in the statement of comprehensive income in the period in which they are incurred.

Revaluation

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

Revalued assets are carried at their fair value being the price that would be received to sell the asset, in an orderly transaction between market participants at the measurement date (Level 1 inputs in the fair value hierarchy).

For land and buildings, fair value will be determined based on the nature of the asset class. For land and non-specialised buildings, fair value is determined on the basis of observable open market values of similar assets, adjusted for conditions and comparability at their highest and best use (Level 2 inputs in the fair value hierarchy).

With regards to specialised buildings, fair value is determined having regard for current replacement cost and both observable and unobservable costs. These include construction costs based on recent contract prices, current condition (observable Level 2 inputs in the fair value hierarchy), residual values and remaining useful life assessments (unobservable Level 3 inputs in the fair value hierarchy).

For infrastructure and other asset classes, fair value is determined to be the current replacement cost of an asset (Level 2 inputs in the fair value hierarchy) less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset (Level 3 inputs in the fair value hierarchy).

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

Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Those assets carried at a revalued amount, being their fair value at the revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

In addition, the amendments to the Financial Management Regulations mandating the use of Fair Value imposes a further minimum of 3 years revaluation requirement. As a minimum, all assets carried at a revalued amount, will be revalued at least every 3 years.

Transitional Arrangement

During the time it takes to transition the carrying value of non-current assets from the cost approach to the fair value approach, the Council may still be utilising both methods across differing asset classes.

Those assets carried at cost will be carried in accordance with the policy details in the *Initial Recognition* section as details above.

Those assets at fair value will be carried in accordance with the *Revaluation Methodology* section as detailed above.

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(i) Fixed Assets (Continued)

Early Adoption of AASB 13 - Fair Value Measurement

Whilst the new accounting standard in relation to Fair Value, *AASB 13 - Fair Value Measurement* does not become applicable until the year ended 30 June 2014 (in relation to Council), given the legislative need to commence using Fair Value methodology for this reporting period, the Council chose to early adopt AASB 13 (as allowed for in the standard).

As a consequence, the principles embodied in *AASB 13 - Fair Value Measurement* have been applied to this reporting period (year ended 30 June 2013).

Due to the nature and timing of the adoption (driven by legislation) the adoption of this standard has had no effect on previous reporting periods.

Land Under Roads

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

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

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

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

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

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life (excluding freehold land) are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Land	Not Depreciated
Airstrip	Not Depreciated
Buildings	50 years
Furniture	3 years
Computers	2.5 years
Vehicles	5 years
Graders	8 years
Footpaths	25 years
Other Plant & Equipment	3 years
Roads, Streets & Footpaths Formation	Not Depreciated
Pavement	50 years
Seal	15 years
Kerbing	30 years

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

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

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained surplus.

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets (Continued)

Capitalisation Threshold

Expenditure on items of equipment under \$5,000 is not capitalised. Rather, it is recorded on an asset inventory listing.

(k) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the local government prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

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

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these are television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

(r) Statement of Objectives

In order to discharge its responsibilities to the community, the Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GOVERNANCE

Details expenses related to Councils seven councillors, who normally meet the third Thursday of each month, make policy decisions, review Councils operations, plan for current and future service provision requirements and undertake necessary appropriate training and attend conferences.

GENERAL PURPOSE FUNDING

Rates - the amount raised is determined by Councils budget "shortfall" that is known income and desired expenditure.

General purpose grants - are the grant amounts paid to the shire from Federal Government funding as determined by and via the Western Australian Local Government Grants Commission.

Interest - interest earned on monies invested or deposited by Council.

LAW, ORDER, PUBLIC SAFETY

Supervision of by-laws, fire prevention and animal control.
Requirements that Council carries out by statute.

HEALTH

Food quality control, immunisation, contributions to medical, health and operation of the child health clinic.

Council is a member of a group health scheme North Eastern Wheatbelt Health Scheme. Monitors food quality and caters for health requirements for the broader community.

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(r) STATEMENT OF OBJECTIVE (Continued)

EDUCATION AND WELFARE

Assists in the provision of the Home and Community Care services, Seniors and Pensioner requirements.

HOUSING

Provides and maintains housing rented to staff and non-staff. Council is a major landlord, providing accommodation for aged, pensioner, single, married and Government Employees.

COMMUNITY AMENITIES

Operation and control of cemeteries, public conveniences and sanitation service. Provides public amenities. Owns and operates the town site deep sewerage service. Controls and maintains one rubbish disposal site.

RECREATION AND CULTURE

Maintenance of hall, the aquatic centre, library and various reserves.

TRANSPORT

Construction and maintenance of roads, footpaths, drainage works and cleaning of streets. Provision of infrastructure necessary to ensure adequate transport, communication, freight, social access routes and environmental enhancement within the shire.

ECONOMIC SERVICES

Tourism, pest control, building controls and natural resource management. Tourism facilities, information and directional signs. Weed and pest control services. Necessary building control services.

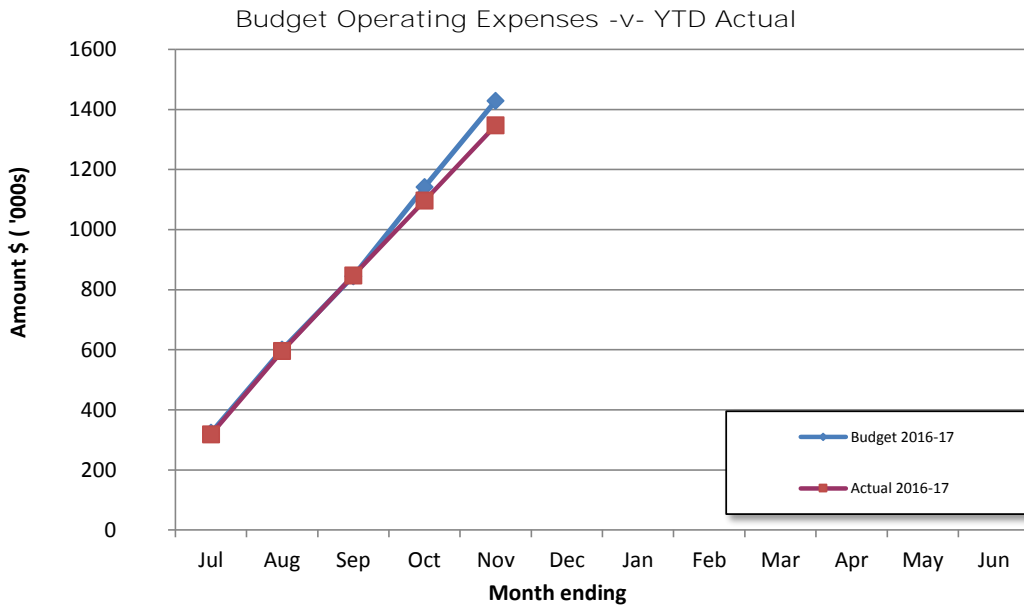
OTHER PROPERTY & SERVICES

Private works carried out by council and indirect cost allocation pools.

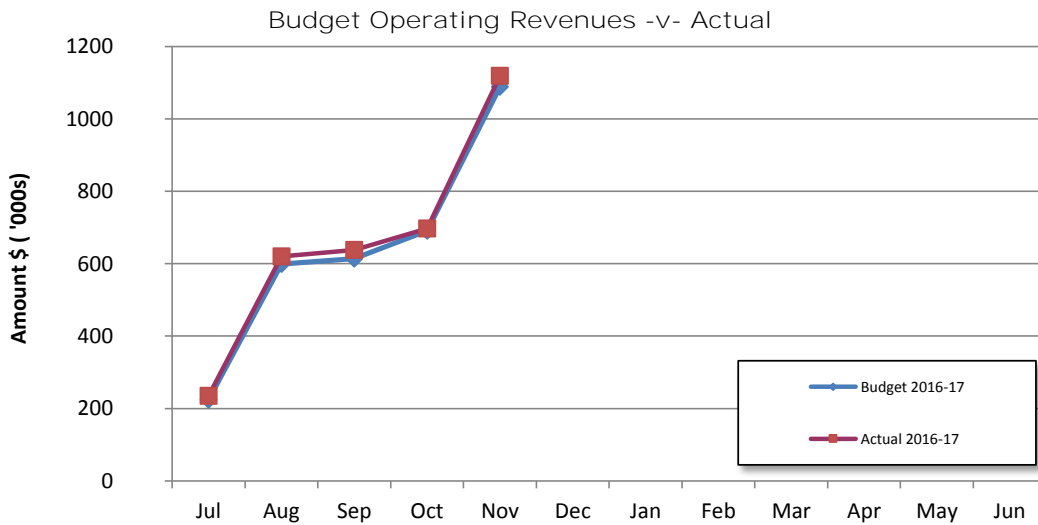
Public Works Overheads, plant operation and administrative costs are allocated to the various functions, works and services provided by Council.

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 2 - Graphical Representation - Source Statement of Financial Activity



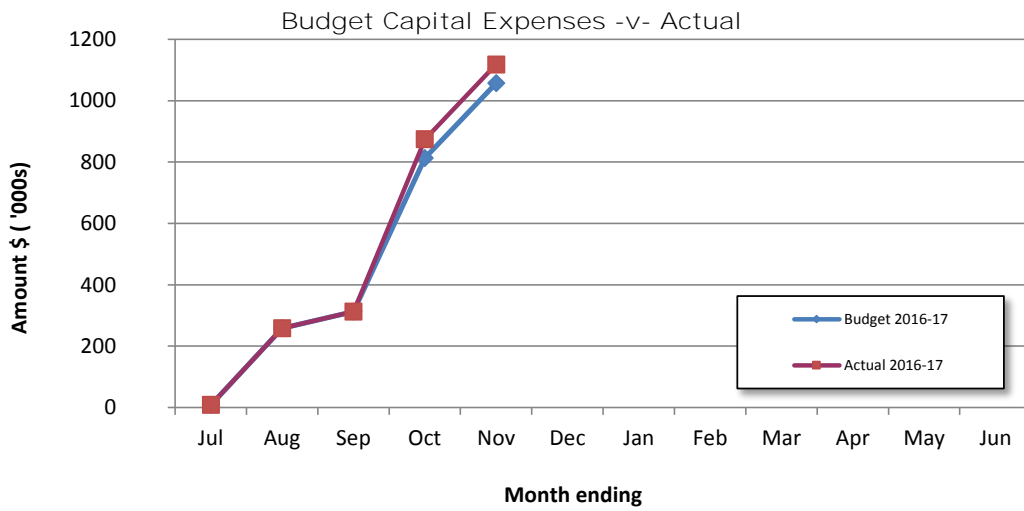
Comments/Notes - Operating Expenses



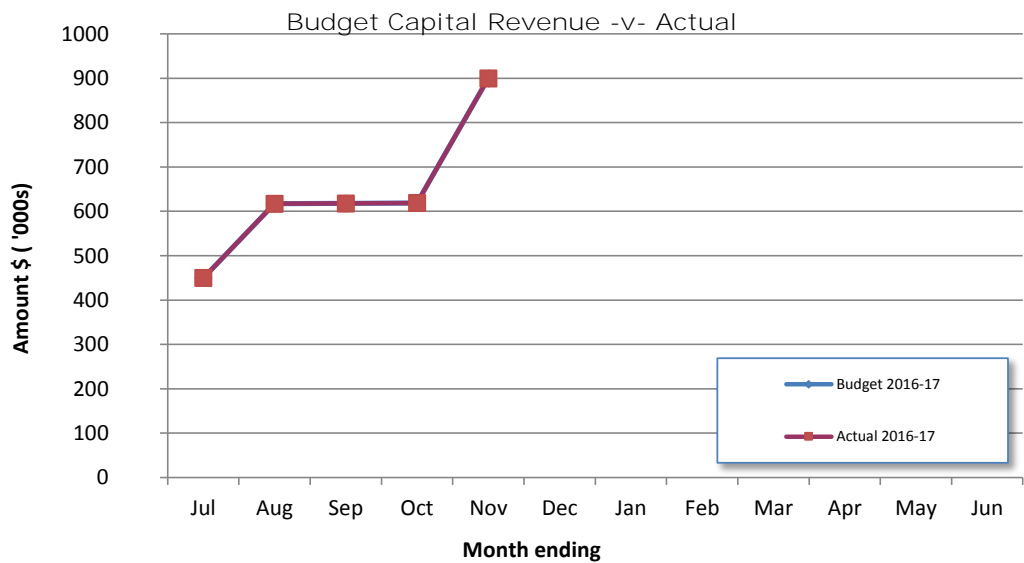
Comments/Notes - Operating Revenues

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 2 - Graphical Representation - Source Statement of Financial Activity



Comments/Notes - Capital Expenses

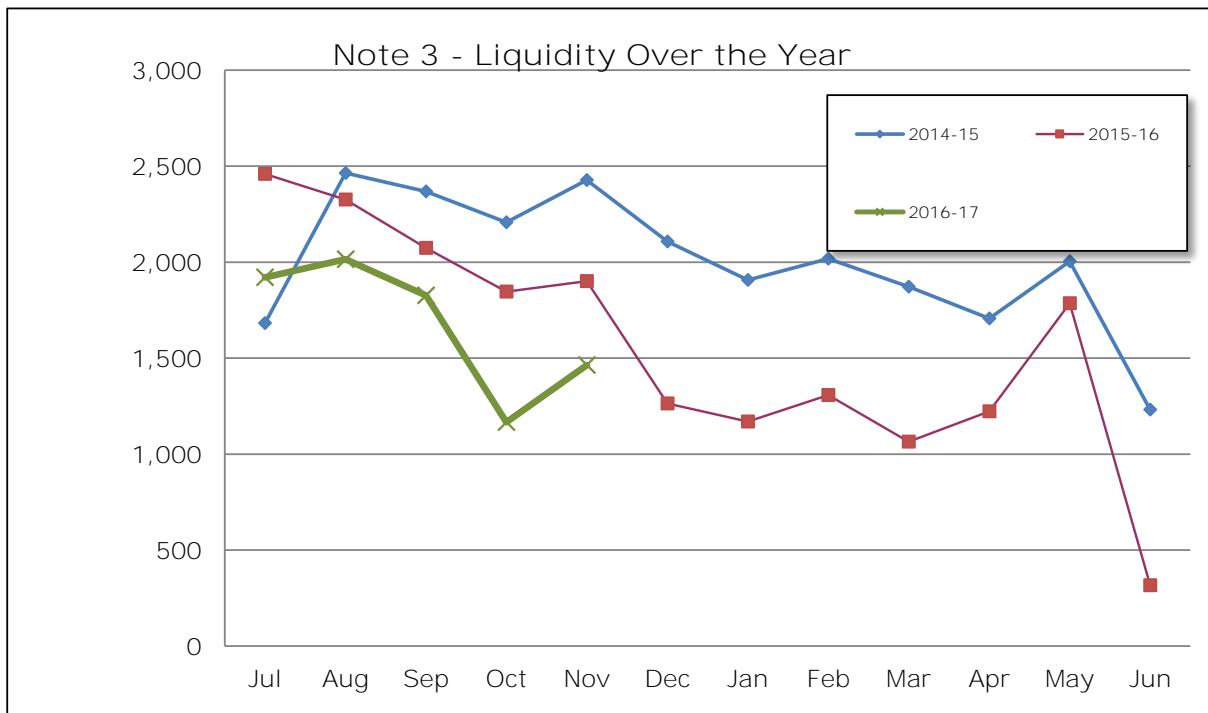


Comments/Notes - Capital Revenues

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 3: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)			
2016-17			
Note	This Month	Last Month	Same Period Last Year
	\$	\$	\$
Current Assets			
Cash Unrestricted	1,281,230	1,497,548	1,695,813
Cash Restricted	2,369,462	2,352,927	1,562,535
Investments			
Receivables - Rates and Rubbish	161,741	252,202	181,836
Receivables -Other	4,442	57,309	11,408
Inventories	115,230	103,630	93,862
	3,932,105	4,263,617	3,545,454
Less: Current Liabilities			
Payables	(28,274)	(14,306)	(70,189)
Current Employee Benefits Provision	(70,788)	(70,788)	(66,808)
	(99,061)	(85,094)	(136,998)
Less: Cash Restricted	(2,369,462)	(2,352,927)	(1,562,535)
Net Current Funding Position	1,463,581	1,825,595	1,845,921



Comments - Net Current Funding Position

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits								
At Call - Municipal	0.05%	1,281,465				1,281,465	NAB	Call
At Call - REBA	0.01%			300		300	NAB	Call
At Call - Working	0.01%			12,652		12,652	NAB	Call
(b) Term Deposits Reserves	2.65%		2,369,462			2,369,462	NAB	19/01/2017
(c) Investments								
Total		1,281,465	2,369,462	12,952	0	3,663,880		

Comments/Notes - Investments

Shire of Wyalkatchem Monthly Investment Report

For the Period Ended 30 November 2016

Note 4A: CASH INVESTMENTS

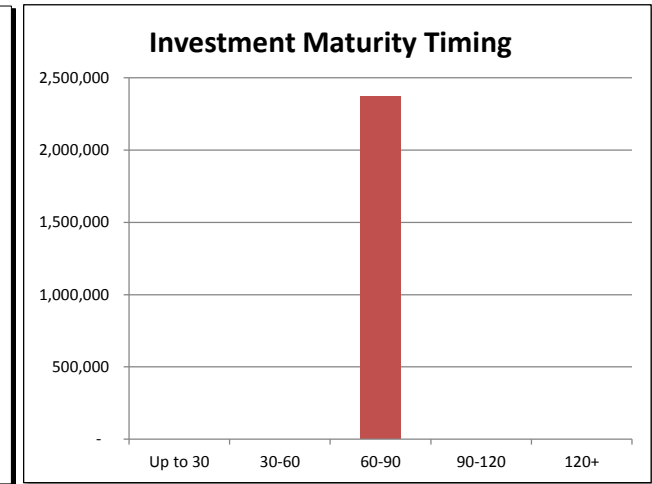
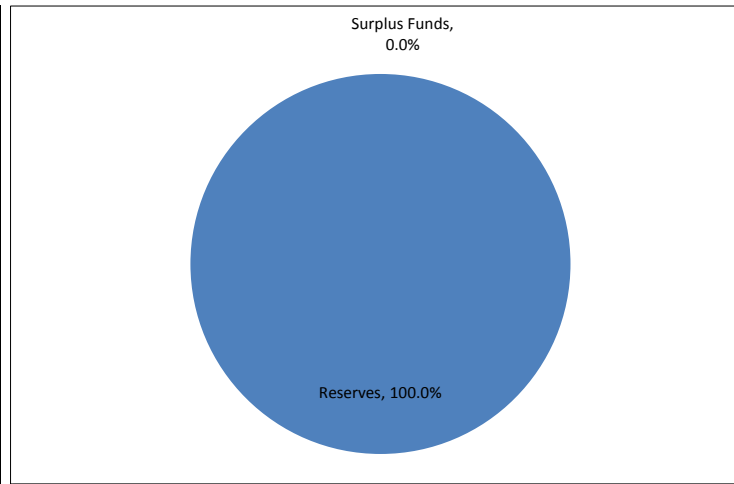
Deposit Ref	Deposit Date	Institution	Term (Days)	Invested Interest rates	Expected Interest
General Municipal					
					-
					-
					-
				Subtotal	-
Restricted					
Reserves	20/10/2016	NAB	90	2.65%	15,483
				Subtotal	15,483
				Total Funds Invested	15,483

Amount Invested (Days)					Total
Up to 30	30-60	60-90	90-120	120+	
-	-	-	-	-	-
-	-	-	-	-	-
		2,369,462			2,369,462
-	-	2,369,462	-	-	2,369,462
-	-	2,369,462	-	-	2,369,462

Comparative rate	
Average Interest time of deposit	Interest Rate at time of Report
-	-
-	-
-	-
-	-
-	-
-	-

Budget v Actual		
Annual Budget	Year to Date Actual	Var.\$
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Deposit Ref	Deposit Date	Term (Days)	Invested Interest rates	Amount Invested	Percentage of Portfolio
NAB - Reserves					
TD114022574	20/10/2016	90	2.65%	2,369,462	
			Subtotal	2,369,462	100.0%
NAB - Surplus Funds					
				-	0.0%
			Subtotal	-	0.0%
				-	0.0%
			Subtotal	-	0.0%
				-	0.0%
			Subtotal	-	0.0%
			Subtotal	-	0.0%
			Total Funds Invested	2,369,462	100.0%



Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

Note 5: MAJOR VARIANCES

Comments/Reason for Variance	ANNUAL BUDGET	YTD BUDGET	ACTUAL	VARIANC E	COMMENTS
5.1 OPERATING REVENUE (EXCLUDING RATES)					
5.1.1 GOVERNANCE					
5.1.2 GENERAL PURPOSE FUNDING					
1032069 Other Miscellaneous Grants	0	0	3,000	3,000	Grants from Healthways and the Road Safety Commission that were approved after the budget was adopted
5.1.3 LAW ORDER AND PUBLIC SAFETY					
5.1.4 HEALTH					
5.1.5 EDUCATION AND WELFARE					
5.1.6 HOUSING					
5.1.7 COMMUNITY AMENITIES					
5.1.8 RECREATION AND CULTURE					
5.1.9 TRANSPORT					
5.1.10 ECONOMIC SERVICES					
1133005 Building Licence	500	208	3,737	3,529	The amount in the Annual Budget is estimated whereas there has been a number of applications so far this year
1135203 Railway Barracks Fees	2,000	833	7,531	6,698	The Shire is currently managing the Railway Barracks so income is increased.
5.1.11 OTHER PROPERTY AND SERVICES					
1141005 Private Works Income	0	0	2,881	2,881	No private works were included in the Budget but there was a charge to a business owner for doing some bitumen works that was carried over from 2015/16.
1121041 Diesel Rebate	10,000	2,500	10,269	7,769	Diesel fuel rebate received has been higher than anticipated as sheets for May and June 2016 were only provided in September
5.2 OPERATING EXPENSES					
5.2.1 GOVERNANCE					
5.2.2 GENERAL PURPOSE FUNDING					
5.2.3 LAW, ORDER AND PUBLIC SAFETY					
5.2.4 HEALTH					
5.2.5 EDUCATION AND WELFARE					
5.2.6 HOUSING					
5.2.7 COMMUNITY AMENITIES					
5.2.8 RECREATION AND CULTURE					
5.2.9 TRANSPORT					
5.2.10 ECONOMIC SERVICES					
5.2.11 OTHER PROPERTY AND SERVICES					
E143 Works Overheads	0	0	(62,143)	(62,143)	Overheads are overallocated currently, meaning that the overhead rate may be too high. When holidays are taken in January this will bring this figure out but our overhead rate may need to be lowered. This will be monitored in the new year.
5.3 CAPITAL REVENUE					
5.3.1 GRANTS, SUBSIDIES AND CONTRIBUTIONS					
5.3.2 PROCEEDS FROM DISPOSAL OF ASSETS					
5.3.3 PROCEEDS FROM NEW DEBENTURES					
5.3.4 PROCEEDS FROM SALE OF INVESTMENT					
5.3.5 PROCEEDS FROM ADVANCES					
5.3.6 SELF-SUPPORTING LOAN PRINCIPAL					

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 5: MAJOR VARIANCES

Comments/Reason for Variance	ANNUAL BUDGET	YTD BUDGET	ACTUAL	VARIANC E	COMMENTS
5.3.7 TRANSFER FROM RESERVES (RESTRICTED ASSETS)					
5.4 CAPITAL EXPENSES					
5.4.1 LAND HELD FOR RESALE					
5.4.2 LAND AND BUILDINGS					
5.4.3 PLANT AND EQUIPMENT C970502 Side Tipper	0	0	61,177	61,177	Budget amendment Item taken to Council at the OMC in October 2016. A basic budget review is planned to be undertaken and brought to Council at the December OMC to adjust.
5.4.4 FURNITURE AND EQUIPMENT					
5.4.5 INFRASTRUCTURE ASSETS - ROADS					
5.4.6 INFRASTRUCTURE ASSETS - OTHER					
5.4.7 PURCHASES OF INVESTMENT					
5.4.8 REPAYMENT OF DEBENTURES					
5.4.9 ADVANCES TO COMMUNITY GROUPS					
5.4.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)					
5.4.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)					
5.5 OTHER ITEMS					
5.5.1 RATE REVENUE					
5.5.2 OPENING FUNDING SURPLUS/(DEFICIT)					
5.5.3 DEPRECIATION					

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 6: BUDGET AMENDMENTS

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

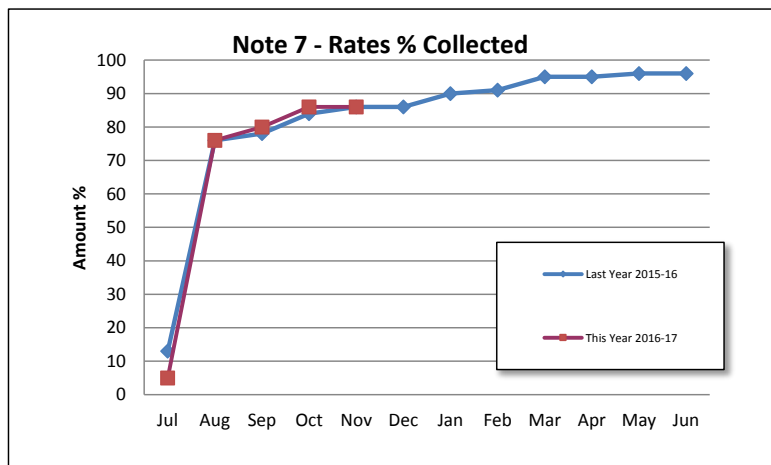
GL Account Code	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption			\$	\$	\$	\$
	Side Tipper Trailer	3362	Capital Expenses			(84,000)	(84,000)
	Closing Funding Surplus (Deficit)			0	0	0	(84,000)

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

Note 7: RECEIVABLES

Receivables - Rates and Rubbish

	Current 2016-17	Previous 2015-16	Total
	\$	\$	\$
Opening Arrears Previous Years		14,726	14,726
Rates Levied this year	1,341,949	0	1,341,949
Interim Rates			0
Rates in Advance (Pre-Paid)	(29,301)	0	(29,301)
Instalment Fees	4,269	0	4,269
Administration/Legal Fees	100	0	100
Interest	973	0	973
Less Discount/Concessions/Write off	(18,553)	0	(18,553)
Less Collections to date	(1,140,085)	(12,338)	(1,152,423)
Equals Current Outstanding	159,353	2,388	161,741
Ex-Gratia Rates	7,724		7,724
Net Rates Collectable	(7,724)		161,741
% Collected			86.47%



Comments/Notes - Receivables Rates and Rubbish

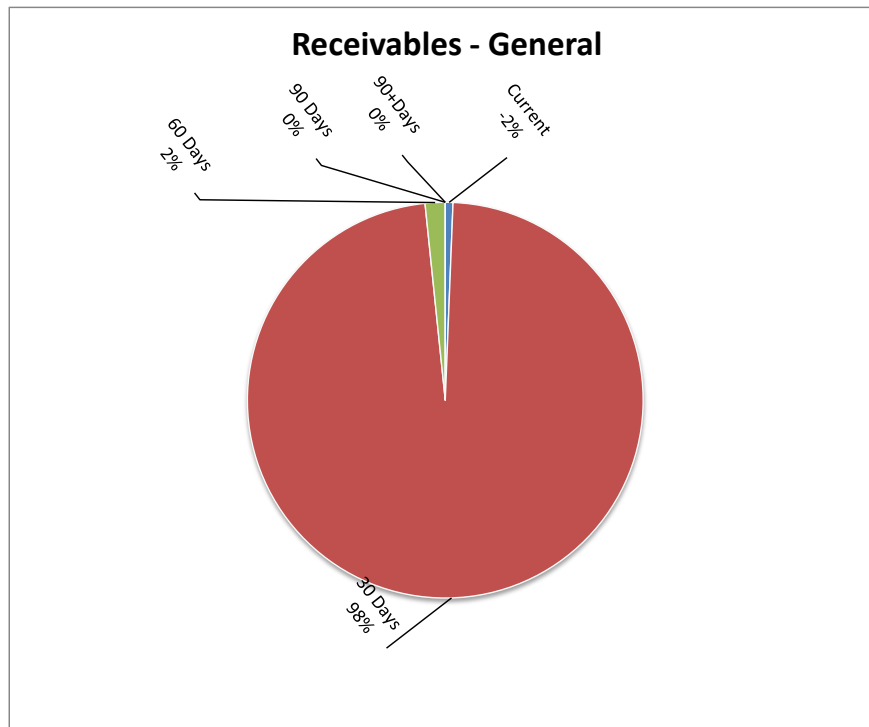
Rates Levied Includes: Rates \$1,126,489; ESL Levy \$33,556; Rural Health Levy \$14,570; Refuse Collection \$98,571

Receivables - General

	Current	30 Days	60 Days	90 Days	90+Days
	\$	\$	\$	\$	\$
	(28)	4,396	73	0	0
Total Outstanding					4,442

Total Outstanding

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 8: GRANTS AND CONTRIBUTIONS

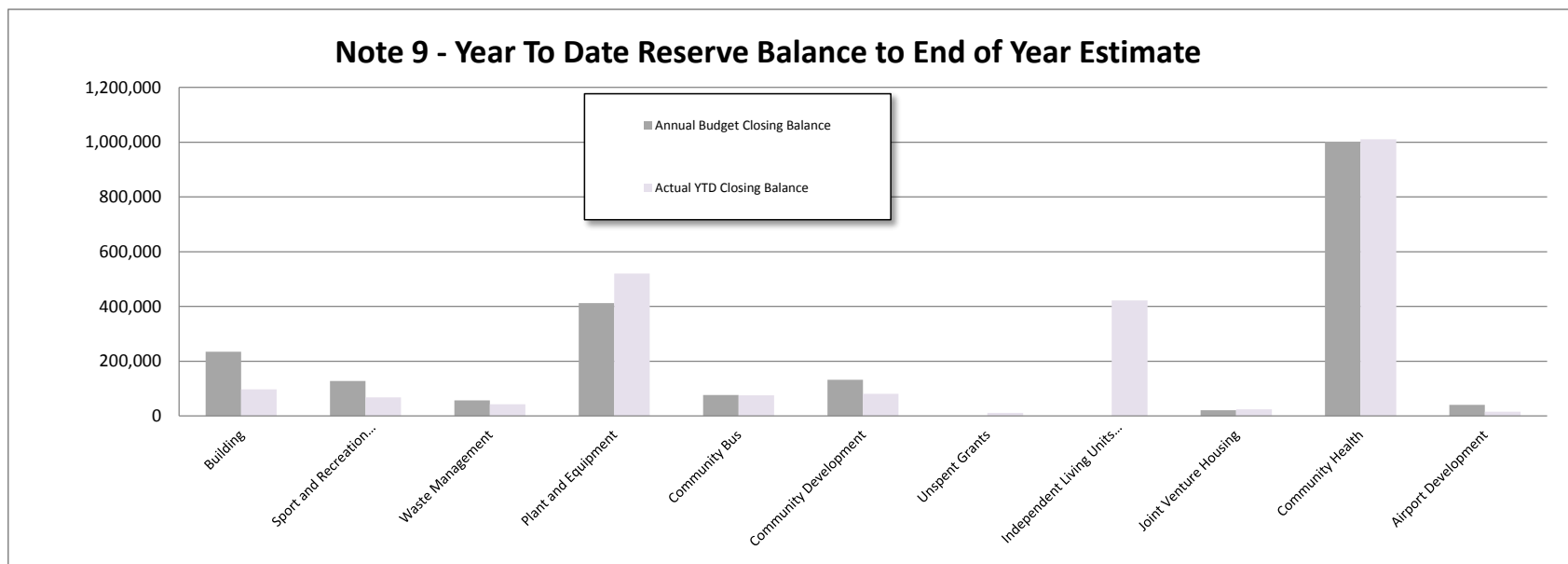
Program/Details GL	Provider	Approval Yes No	2016-17 Budget	Variations Additions (Deletions)	Revised Grant	Recoup Status		Estimated Receival Dates
						Received	Not Received	
		(Yes/No)	\$	\$	\$	\$	\$	
GENERAL PURPOSE FUNDING								
Financial Assistance Grant	State Government	Yes	996,465		996,465	500,790	495,675	Quarterly - Feb, May
Contribution from Senior Citizens Homes	Senior Citizens Homes Trust	Yes	45,455		45,455	45,455	0	
Healthway Sponsorship	Healthway	Yes	0		0	2,000	(2,000)	
Road Safety Community Grant	Road Safety Commission	Yes	0		0	1,000	(1,000)	
GOVERNANCE								
Reimbursements - Miscellaneous	Various		2,000		2,000	3,489	(1,489)	
LAW, ORDER, PUBLIC SAFETY								
DFES Operating Grant	DFES	No	33,262		33,262	10,516	22,746	First instalment for 2016/17 pre-paid, remainder in 4 instalments
HEALTH								
Medical Centre Contribution	Shire of Koorda	Yes	51,273		51,273	10,345	40,928	Quarterly - Dec, Mar, Jun
COMMUNITY AMENITIES								
RECREATION AND CULTURE								
Swimming Pool Grant	Department of Sport & Rec	No	34,000		34,000	32,000	2,000	
TRANSPORT								
Financial Assistance Grant	State Government	Yes	424,917		424,917	211,730	213,188	Quarterly - Feb, May
Main Roads Direct Grant	Main Roads WA	Yes	96,670		96,670	100,658	(3,988)	
Street Lighting Subsidy	Main Roads WA	Yes	1,419		1,419	0	1,419	May 2017
Regional Road Group	Main Roads WA	Yes	388,396		388,396	119,712	268,684	60% on completion of projects
Roads to Recovery	Dept of Transport	Yes	561,899		561,899	280,203	281,696	Quarterly - Feb, Apr
OTHER PROPERTY & SERVICES								
Diesel Fuel Rebate	Australian Taxation Office	Yes	10,000		10,000	10,269	(269)	Monthly
TOTALS			2,645,756	0	2,645,756	1,328,166	1,317,590	

Comments - Grants and Contributions

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 9: Cash Backed Reserve

Name	Opening Balance	Annual Budget Interest Earned	Actual Interest Earned	Annual Budget Transfers In (+)	Actual Transfers In (+)	Annual Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Annual Budget Closing Balance	Actual YTD Closing Balance
Building	\$ 96,201	\$ 2,983	\$ 843	\$ 135,000	\$	\$	\$		\$ 234,184	\$ 97,045
Sport and Recreation Facilities	67,195	1,628	589	59,000					127,823	67,784
Waste Management	42,954	727	377	13,405					57,086	43,330
Plant and Equipment	515,861	6,656	4,522	0		(110,000)			412,517	520,383
Community Bus	75,365	972	661	0					76,337	76,025
Community Development	80,000	1,871	701	65,000		(15,000)			131,871	80,701
Unspent Grants	11,177	144	98	0		(11,321)			0	11,275
Independent Living Units project	867,848	11,198	4,445	0		(879,046)	(450,000)		0	422,293
Joint Venture Housing	24,337	373	213	4,588		(7,900)			21,398	24,550
Community Health	1,002,160	20,000	8,784	0		(20,000)			1,002,160	1,010,944
Airport Development	15,000	516	131	25,000					40,516	15,131
	2,798,098	47,068	21,365	301,993	0	(1,043,267)	(450,000)		2,103,892	2,369,462



Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

Profit(Loss) of Asset Disposal				Disposals	Current Budget Replacement		
Cost	Accum Depr	Proceeds	Profit (Loss)		Annual Budget	Actual	Variance
\$	\$	\$	\$		\$	\$	\$
			0	Other Property and Services Komatsu Front End Loader	318,182	25,727	(292,455) ▼
0	0	0	0	Totals	318,182	25,727	(292,455)

Comments - Capital Disposal

Contributions Information					Summary Acquisitions	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance
\$	\$	\$	\$	\$		\$	\$	\$
				0	Property, Plant & Equipment			
				0	Land for Resale	0	0	0
241,469	54,077	901,946	0	1,197,492	Land and Buildings	1,197,492	721,797	(475,695) ▼
264,455	0	182,727	0	447,182	Plant & Property	447,182	107,768	(339,414) ▼
0	0	0	0	0	Furniture & Equipment	0	0	0
					Infrastructure			
8,123	886,984	0	0	859,083	Roadworks	895,107	200,481	(694,626) ▼
0	108,724	0	0	108,724	Drainage	108,724	5,660	(103,064) ▼
0	0	0	0	0	Bridges	0	0	0
20,000	0	0	0	20,000	Footpath & Cycleways	20,000	0	(20,000) ▼
33,205	0	0	0	33,205	Parks, Gardens & Reserves	33,205	13,385	(19,820) ▼
10,000	0	0	0	10,000	Airports	10,000	0	(10,000) ▼
0	0	0	0	0	Sewerage	0	0	0
0	0	0	0	25,000	Other Infrastructure	25,000	14,364	(10,636) ▼
577,252	1,049,785	1,084,673	0	2,700,686	Totals	2,736,710	1,063,456	(1,673,254)

Comments - Capital Acquisitions

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

Contributions					Land for Resale	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		
						Annual Budget	Actual	Variance
\$	\$	\$	\$	\$	\$	\$	\$	
				0			0	
				0			0	
				0			0	
0	0	0	0	0	Totals	0	0	0

Contributions					Land & Buildings	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		
						Annual Budget	Actual	Variance
\$	\$	\$	\$	\$	\$	\$	\$	
42,982				42,982	Governance			
25,000				25,000	Shire Office	42,982	7,424	(35,558) ▼
					Council Chambers	25,000	0	(25,000) ▼
17,420				17,420	Law, Order and Public Safety			
					Bush Fire Truck Shed	17,420	12,458	(4,962)
17,500				17,500	Health			
					Medical Centre	17,500	0	(17,500)
					Education and Welfare			
10,000	45,455	879,046		924,501	Senior Citizens Homes Project	924,501	636,557	(287,944)
		15,000		25,000	Aged Friendly Communities	25,000	0	(25,000)
					Housing			
7,000				7,000	1 Slocum St	7,000	1,390	(5,610) ▼
6,880				6,880	4 Slocum St	6,880	2,371	(4,510) ▼
10,000				10,000	51 Flint St	10,000	0	(10,000) ▼
5,000				5,000	53 Piesse St	5,000	1,421	(3,580) ▼
					59 Flint St	7,900	0	(7,900) ▼
6,000		7,900		6,000	Lady Novar	6,000	0	(6,000)
					Recreation and Culture			
5,000				5,000	Town Hall	5,000	0	(5,000) ▼
15,000				15,000	Recreation Centre	15,000	15,041	41 ▲
22,500				22,500	Tennis Club	22,500	23,263	763 ▲
	8,622			8,622	Rec Centre Shade Sail	8,622	7,882	(740) ▼
					Economic Services			
14,460				14,460	Railway Station	14,460	13,991	(469)
36,727				36,727	Railway Barracks	36,727	0	(36,727)
241,469	54,077	901,946	0	1,197,492	Totals	1,197,492	721,797	(475,695)

Contributions					Plant & Equipment	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		
						Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$	\$	\$	\$	
20,000				20,000	Transport			
135,455		182,727		318,182	Turf Roller	20,000	20,864	864 ▲
25,000				25,000	Front End Loader	318,182	25,727	(292,455) ▼
84,000				84,000	Two way radio	25,000	0	(25,000) ▼
					Side Tipper	84,000	61,177	(22,823) ▼
264,455	0	182,727	0	447,182	Totals	447,182	107,768	(339,414)

Contributions					Furniture & Equipment	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		
						Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$	\$	\$	\$	
0	0	0	0	0	Totals	0	0	0

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 November 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

Contributions					Roads	Current Budget			
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		Variance (Under)Over	
						Annual Budget	Actual		
\$	\$	\$	\$	\$	\$	\$	\$		
	134,869			134,869	Transport The approved Blackspot funding was for the Benjaberring/Hindmarsh crossroads on the main Dowerin Wyalkatchem Road. This crossing is in a 110km/h speed zone with no clear line of site in either direction, creating a severe risk when shifting heavy machinery and for the school bus route	134,869	160	(134,709)	▼
8,123	169,952			178,075	Koorda / Wyalkatchem Rd - SLK 4.30 - 8.30 (4.0 km) - Shoulder Reconditioning (alter Scope of Works & TEC with SRRG)	178,075	43,121	(134,954)	▼
	112,761			112,761	Tammin / Wyalkatchem Rd - SLK 19.60 - 21.83 (2.23 km) - Shoulder Widening & Primersealing Shoulders ONLY (alter TFC with SRRG)	112,761	1,340	(111,421)	▼
	94,445			94,445	Nembudding Sth Rd - SLK 2.65 - 4.00 & 17.64 - 19.64 (3.35 km) - Seal / Reseal with 10mm cutback bitumen seal	94,445	0	(94,445)	▼
	66,057			66,057	Wyalkatchem North Rd - SLK 0.00 - 2.41 (2.41 km) - Seal / Reseal with 10mm cutback bitumen seal	66,057	18,877	(47,180)	▼
	33,759			33,759	Parsons Rd - SLK 15.53 - 16.18 (0.65 km) - Clear verges to Widen and Gravel Sheet, and clean out side drains and construct extra to prevent further water erosion of road section.	33,759	36,821	3,062	▲
	105,045			105,045	Shiells Rd - SLK 0.3 - 3.3 (3.0 km) - Clear verges to Widen and Gravel Sheet.	105,045	0	(105,045)	▼
	54,573			54,573	Yorkrakine West Rd - SLK 4.01 - 6.48 (2.47 km) - Shoulder Reconditioning to widen carriageway from 7.2m to 10.0m width	54,573	56,318	1,745	▲
	36,024			36,024	Swan St - SLK 0.00 - 0.72 (0.72 km) - Seal 11.2m wide primerseal with 10mm cutback bitumen seal	36,024	0	(36,024)	▼
	30,735			30,735	Elsegood Rd - SLK 1.65 - 2.78 (1.13 km) - Seal 3.6 m wide seal with 2 coat (14 & 7m) PMB Seal.	30,735	7,611	(23,124)	▼
	20,026			20,026	Wallambin Rd - SLK 9.63 - 10.13 (0.5 km) - Seal 4.9 m wide seal with 2 coat (14 & 7m) PMB Seal.	20,026	5,197	(14,829)	▼
	28,738			28,738	Lewis Rd - SLK 3.70 - 4.70 (1.0 km) - Seal 3.7 m wide seal with 2 coat (14 & 7m) PMB Seal.	28,738	0	(28,738)	▼
	0			0	Ross Rd	0	28,624	28,624	▲
	0			0	Divers Rd	0	2,413	2,413	▲
8,123	886,984	0	0	859,083	Totals	895,107	200,481	(694,626)	

Contributions					Drainage	Current Budget			
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year		Variance (Under)Over	
						Annual Budget	Actual		
\$	\$	\$	\$	\$	\$	\$	\$		

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

	108,724			108,724	Cunderdin / Wyalkatchem Rd - Replace 3 barrel 600 H x 1200 W RCBC Culverts at SLK 16.88 & 21.33 each with 6 barrel x diameter 600 HDPE Pipe culverts with rock lined batters and aprons. Construct sidetracks around culverts to install.	108,724	5,660	(103,064)	0 0
0	108,724	0	0	108,724	Totals	108,724	5,660	(103,064)	0 0

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

Contributions					Bridges	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
				0				0
				0				0
				0				0
0	0	0	0	0	Totals	0	0	0

Contributions					Footpaths & Cycleways	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
				20,000	Transport Solar Lighting	20,000	0	(20,000) ▼
				0				0
20,000	0	0	0	20,000	Totals	20,000	0	(20,000)

Contributions					Parks, Gardens & Reserves	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
12,900				12,900	Pioneer Park	12,900	5,405	(7,495) ▼
14,405				14,405	Admin Park reticulation, shade sail and sand replacement	14,405	7,980	(6,425) ▼
5,900				5,900	Rec Centre trotting track and park sand replacement	5,900	0	(5,900) ▼
				0				0
33,205	0	0	0	33,205	Totals	33,205	13,385	(19,820)

Contributions					Airports	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
10,000				10,000	Airport Development	10,000	0	(10,000) ▼
				0				0
10,000	0	0	0	10,000	Totals	10,000	0	(10,000)

Contributions					Sewerage	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
				0				0
				0				0
				0				0
0	0	0	0	0	Totals	0	0	0

Contributions					Other Infrastructure	Current Budget This Year		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	\$		\$	\$	\$
5,000				5,000	Recreation and Culture Netball Court Shelter	5,000	0	(5,000) ▼
20,000				20,000	Streetscape	20,000	0	(20,000) ▼
				0	Swimming Pool	0	14,364	14,364 ▲
25,000	0	0	0	25,000	Totals	25,000	14,364	(10,636)

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

Note 11: TRUST FUND

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

Description	Opening Balance 1-Jul-16	Amount Received	Amount Paid	Closing Balance 30-Nov-16
	\$	\$	\$	\$
REBA Bond Account				
Contract Aquatic	300			300
Working Account				
Key Deposit	195	15	(15)	195
Interest	1			1
Cleaning Bond	2,700		(100)	2,600
Proceeds of Lot 2 Station St, Korrelocking sale	0	7,045		7,045
Employee Pay	0	2,810		2,810
	3,196	9,870	(115)	12,952

Shire of Wyalkatchem
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 November 2016

SUPPLEMENTARY INFORMATION: INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-16	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2016/17 Budget	2016/17 Actual	2016/17 Budget	2016/17 Actual	2016/17 Budget	2016/17 Actual	2016/17 Budget	2016/17 Actual
		\$	\$	\$	\$	\$	\$	\$	\$
Housing									
Loan 68 - 43/45 Wilson	184,962	0	0	18,020	8,857	166,942	176,105	12,445	6,375
Loan 71b - GEHA 51/55 Flint	50,063	0	0	50,063	0	0	50,063	1,334	0
Recreation & Culture									
Loan 73 - Community Resource Centre Building Project	166,687	0	0	17,784	8,794	148,903	157,893	7,189	3,692
Transport									
Loan 74 - New Holland Tractor	47,477	0	0	15,635	15,635	31,842	31,842	635	635
	449,189	0	0	101,502	33,287	347,687	415,902	21,603	10,702

(b) Credit Standby Arrangements

Bank overdraft limit	250,000
Bank overdraft at month end	0
Credit card limit - Total limit approved	13,000
Credit card limit - CEO actual limit accessed	5,000
Credit card balance at month end	(19)


RECONCILIATION OF BANK ACCOUNTS

Unrestricted Municipal Bank as at 30 November 2016	1,281,465
Outstanding Deposits	2,128
Outstanding Payments	(2,663)
Ending Balance	<u>1,280,930</u>
Trust REBA as at 30 November 2016	300
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>300</u>
Trust Working as at 30 November 2016	12,652
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>12,652</u>
Reserve Account as at 30 November 2016	2,369,461
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>2,369,461</u>

A/R Aging Summary As at 30 November 2016

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>	
Ahrens, Dorothy	0	208	0	0	0	208	Fortnightly rent invoice
Dowerin Church of Christ	0	142	0	0	0	142	Use of Korrellocking Hall Aug-Dec 2016
Co-operative Bulk Handling	0	0	0	0	0	0	Ex gratia rates for 2016/17
Department of Housing	0	0	0	0	0	0	Monthly rental invoice
Daniel, Subin	0	0	0	0	0	0	Water usage
Department of Regional Development	0	0				0	
Eaton, Kylie	0	299	0	0	0	299	Monthly user agreement fee - Oct/Nov 2016
Garn Nominees	0	0	47	0	0	47	Paid 02/12/2016
RATE DEBTORS	0	0	0	0	161,741	161,741	Outstanding Rates as at 30 November 2016
Road Safety Commission	0	1,100	0	0	0	1,100	Grant for Wyalkatchem Fair
Shire of Koorda	0	0	0	0	0	0	Contribution to Medical Expenses
Trenorden, Claire	-55	0	0	0	0	-55	Electricity paid in advance
Tucker, Anthony	0	1,206	0	0	0	1,206	Rent & electricity for 10 Honour Ave
Webb, Margaret	27	0	0	0	0	27	Electricity 2a Slocum St
Wyalkatchem Basketball Assoc	0	361	0	0	0	361	Season Charges 2016/17
Wyalkatchem Cricket Club	0	1,056	0	0	0	1,056	Season Charges 2016/17
Wyalkatchem Travellers Park	0	25	27	0	0	52	Hire of Community Bus
TOTAL	-28	4,396	73	0	161,741	166,183	
	-28	4,396	73	0	0	4,442	Sundry
	0	0	0	0	161,741	161,741	Rates

**8.2.2 FINANCIAL MANAGEMENT – FINANCIAL REPORTING – PAYMENT LISTINGS
– NOVEMBER 2016**

FILE REFERENCE:	12.10.02
AUTHOR'S NAME AND POSITION:	Claire Trenorden Senior Finance Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/RESPONDENT/LOCATION:	Not Applicable
NOTIFICATION TO APPLICANT:	Not Applicable
DATE REPORT WRITTEN:	7 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
PREVIOUS MEETING REFERENCE:	OMC: 17 November 2016 Council Decision No. 3377
STRATEGIC COMMUNITY PLAN REFERENCE	5 – A well-managed and effective council organization. 6 – Well utilized and effectively managed facilities and assets.

SUMMARY: This report recommends that Council receive the monthly transaction financial activity statement for the Shire of Wyalkatchem as required by the *Local Government Act 1995* Section 6.8 (2) (b).

That Council resolve the following:

1. Receive the Payment Listings as of 30 November 2016.

Appendices:

1. Payment Listings as of 30 November 2016.

Background:

Council has delegated to the Chief Executive Officer the exercise of its power to make payments from the Trust and Municipal Fund (Delegation A1). The CEO has sub-delegated these payments to the Senior Finance Officer and the Governance and Emergency Officer. In accordance with Regulation 13 of *The Local Government (Financial Management) Regulations 1996*, a list of accounts paid is to be presented to Council and be recorded in the minutes of the meeting at which the list was presented.

Comment:

Pursuant to Section 6.8 (2)(b) of the *Local Government Act 1995*, where expenditure has been incurred by a local government it is to be reported to the next Ordinary Meeting of Council. Values have been rounded to the nearest dollar.

Municipal Account

Total Payments November 2016	\$467,207
Total Payments November 2015	\$691,005
Variance \$	-\$223,798
Variance %	-32%

Percentage paid by EFT November 2016	99.3%
Percentage paid by Cheque November 2016	0.7%

Percentage of local Suppliers November 2016 (excluding wages, bank fees, loan payments and utilities providers)	11%
Dollar Value spent with local Suppliers November 2016	\$41,373

Trust Account – Working

No transactions

Trust Account – REBA

No transactions

Reserve Account

No transactions

Consultation:

Ian McCabe Chief Executive Officer

Statutory Environment:

Section 6.8 (2)(b) of the *Local Government Act 1995* requires that where expenditure has been incurred by a local government it is to be reported to the next Ordinary meeting of Council.

Policy Implications:

Relates to Policy Number GP2 – Purchasing Policy.

Financial Implications:

Payment of Accounts Payable as per the attached transaction statements to the value of \$467,207 for November 2016.

Strategic Plan/Risk Implications:

There are no strategic implications relative to this item.

Voting Requirements Simple Majority

Council Decision Number: 3392

Moved: Cr Jones

Seconded: Cr Gawley

That Council resolve the following:

- 1. Receive the Payment Listing as of 30 November 2016.**

Vote: 7/0

Type	Date	Num	Name	Description	Amount
A01100 - Cash at Bank					
A01101 - Unrestricted Municipal Bank					
General Journal	01/11/2016	2487	NAB	Merchant Fees	-91.37
Cheque	01/11/2016	dd281017	Westnet	Internet Access Nov 2016, Email Hosting 190816-190916	-179.15
Bill Pmt -Cheque	01/11/2016	dd011116	Water Corporation.	WATER USAGE 090816-101016	-153.60
Paycheque	02/11/2016		Salaries and Wages	PPE021116	-23,161.15
Bill Pmt -Cheque	02/11/2016	eft021116	Contract Aquatic Services - EFT	SWIMMING POOL Contract Management Fee November 2016, Season Extension 191016-311016, Annual service of Oxysoc, Thermometer and pool scoop, CHEMICALS Dry Chlorine 40kg x 12, Cyanuric Acid 50kg x 2	-23,111.00
Bill Pmt -Cheque	02/11/2016	CRED021116a	Lombardi Pty Ltd - EFT	SIDE TIPPER Refurbished Tri Axle Door Type, Sign writing of rigid and side tipper	-61,345.20
Bill Pmt -Cheque	02/11/2016	dd021116	Water Corporation.	WATER USAGE 100816-111016	-7,094.39
Bill Pmt -Cheque	03/11/2016	BPAY031116	Kleenheat Gas - EFT	REC CENTRE Yearly facility fees 210kg & 190kg gas cylinders, Bulk Gas 173kg, 57 FLINT ST Yearly facility fees 45kg gas cylinders x 2, 22A FLINT ST Yearly facility fees 45kg gas cylinder, 22B FLINT ST Yearly facility fees 45kg gas cylinder	-972.84
Bill Pmt -Cheque	03/11/2016	dd031116	NAB Visa	CREDIT CARD Fees Oct 2016	-9.00
Bill Pmt -Cheque	04/11/2016		Coates Hire Group - EFT	MAINTENANCE GRADING Pickup transport charge hire roller	-935.00
Bill Pmt -Cheque	04/11/2016		Westarp - EFT	TENNIS CLUB Shade cloth for fence	-746.90
Cheque	08/11/2016		Nightingale, Rachel J	FUEL WM00, DEPOT Techscrews x 100	-107.28
Cheque	08/11/2016		McCabe, Ian J	TELEPHONE New battery for CEO mobile	-55.00
Bill Pmt -Cheque	08/11/2016		Brick Mart - EFT	REC CENTRE, ADMIN OFFICE, SWIMMING POOL Brickpaving	-26,520.33
Bill Pmt -Cheque	08/11/2016		Gary's Painting Service - EFT	TENNIS CLUB Exterior painting, fascia boards, window beading, window painting, toilet floor painting	-3,640.01
Bill Pmt -Cheque	08/11/2016		Macleod Corporation Pty Ltd - EFT	AUDIT Annual 2015/16	-9,900.00
Bill Pmt -Cheque	08/11/2016		Webarena - EFT	WEBSITE HOSTING 161116-150217	-132.00
Bill Pmt -Cheque	08/11/2016		Wheatbelt Landscaping - EFT	ADMIN PARK Reticulation redo, SWIMMING POOL Repair leak to reticulation and run through system with manager, CRICKET WICKETS Repair sprinklers around pitches, ADMIN PARK Fix damaged soakwell piping, PIONEER PARK Repair reticulation that was tampered with, CBH MUSEUM Install new reticulation controller, REC CENTRE OVAL Change reticulation stations, CBH MUSEUM Check reticulation controller for errors, SWIMMING POOL Check reticulation for leak, 1 SLOCUM ST Check reticulation for leaks	-9,457.25
Bill Pmt -Cheque	08/11/2016	dd081116	Telstra	TELEPHONE Landlines 170916-161016	-1,245.11
Bill Pmt -Cheque	14/11/2016		BA & VM Brookes - EFT	WYALKATCHEM KOORDA RD Single Side Tipper hire 031016-141016, R2R PARSONS RD Road train hire 181016-201016	-18,161.00
Bill Pmt -Cheque	14/11/2016		Corporate Living - EFT	ADMIN OFFICE Hills Lift Desk x 1	-723.80
Bill Pmt -Cheque	14/11/2016	16818	Wyalkatchem Community Mart	TENNIS CLUB Items for family daycare	-32.00
Bill Pmt -Cheque	14/11/2016	16819	Wylie News & Lotteries	REFRESHMENTS Workshop with Julliet Grist 080916 Lunch for 10 people, Rec Centre Kitchen Opening 041016 Lunch for 20 people, NEWSPAPERS Sept 2016, REFRESHMENTS CEACA Meeting 171016 for 10 people, NEWSPAPERS Oct 2016	-550.60
Paycheque	16/11/2016		Salaries and Wages	PPE161116	-24,677.25
Cheque	17/11/2016	dd171116	Foxtel	57 FLINT ST Doctor Home	-150.03
Bill Pmt -Cheque	21/11/2016	dd211116	Telstra	TELEPHONE Mobiles 021016-011116	-187.95
Cheque	22/11/2016		Trenorden, Claire L	SWIMMING POOL Swim vests child x 3	-119.97
General Journal	22/11/2016	2490	NAB	NAB Connect Fee. CG	-43.49
Bill Pmt -Cheque	22/11/2016	dd221116	Synergy	ELECTRICITY Street lights 250916-241016	-2,096.50
Bill Pmt -Cheque	23/11/2016		Australia Post - Mail - EFT	POSTAGE Oct 2016	-90.91
Bill Pmt -Cheque	23/11/2016		Australias Golden Outback.com - EFT	AREA PROMOTION Australia's Golden Outback Holiday Planner 2017	-1,675.00
Bill Pmt -Cheque	23/11/2016		Avon Paper Shred - EFT	RECORDS MANAGEMENT Pickup of shredding bins x 1	-77.00

Bill Pmt -Cheque	23/11/2016	Avon Waste - EFT	BINS October 2016 - 320 x 5 weeks, 12 Street x 5 weeks, RECYCLING Service bins x 7 281016, BINS August 2016 - 320 x 5 weeks, 12 street x 5 weeks, RECYCLING Service bins x 6 280816	-9,476.37
Bill Pmt -Cheque	23/11/2016	Brendon Wilkes Electrical - EFT	2A SLOCUM ST Install new submeter, BARRACKS Repair light in room 7 and switch in ladies showers, BARRACKS Repair light in room 7 and switch in ladies showers, SWIMMING POOL Fix wiring sticking out of ground, 2 SLOCUM ST Install powerpoint in bedroom 1	-1,936.00
Bill Pmt -Cheque	23/11/2016	Burgess Rawson - EFT	WATER USAGE Public Toilets, CBH Museum 100816-111016	-188.61
Bill Pmt -Cheque	23/11/2016	Cannon Hygiene Australia - EFT	SWIMMING POOL, TOWN HALL, ADMIN OFFICE, REC CENTRE x 2, PUBLIC TOILETS x 2 Sanitary Unit Monthly Service Fee 2016/17, REC CENTRE Nappy Unit Monthly Service Fee 2016/17	-1,353.79
Bill Pmt -Cheque	23/11/2016	Central Second Hand - EFT	MEDICAL CENTRE Install reticulation	-345.85
Bill Pmt -Cheque	23/11/2016	Civil & Structural Engineers - EFT	SENIOR CITIZENS HOMES PROJECT Site visit, design & documentation on Lot 298 Wilson St	-1,402.50
Bill Pmt -Cheque	23/11/2016	Claw Environmental - EFT	DRUM MUSTER Pick up of drums 131016 (will be claimed back from Drum Muster)	-1,590.05
Bill Pmt -Cheque	23/11/2016	Coates Hire Group - EFT	FUNERAL Hire of toilets 051116	-1,157.75
Bill Pmt -Cheque	23/11/2016	Courier Australia - EFT	FREIGHT Library books 121016, Works Parts 251016, 281016 Signage 271016, Works parts 071116, Protective Clothing 081116	-103.33
Bill Pmt -Cheque	23/11/2016	D & D Transport - EFT	REPAIRS WM015 Transport side tipper to Lombardis	-1,094.50
Bill Pmt -Cheque	23/11/2016	Dowerin Engineering Works - EFT	BASKETBALL/NETBALL COURTS Replacement Steel pole 3.28m	-28.53
Bill Pmt -Cheque	23/11/2016	Dunnings - EFT	FUEL Oct 2016	-6,846.70
Bill Pmt -Cheque	23/11/2016	Eastern Hills Saws & Mowers - EFT	PLANT PARTS Husqvarna mower engagement cable	-55.00
Bill Pmt -Cheque	23/11/2016	Elders Rural Services - EFT	REC CENTRE OVAL Chlorpyrifos 20L	-210.95
Bill Pmt -Cheque	23/11/2016	Gary's Painting Service - EFT	RAILWAY STATION Painting of vets area	-4,965.00
Bill Pmt -Cheque	23/11/2016	Jason Signmakers - EFT	BUSH FIRE TRUCK SHED Signage for building, SIGNAGE poles, Jennings Road, bus stop signs, Caution Glyphosate being applied sign, Chevron black on yellow	-2,262.15
Bill Pmt -Cheque	23/11/2016	JK Williams - EFT	PIONEER PARK Hand pump sprayer, Rose shield x 2	-79.93
Bill Pmt -Cheque	23/11/2016	Keen Bros (WA) Pty Ltd - EFT	TRAINING HR Tests Anderson, Rees, Harris	-1,410.00
Bill Pmt -Cheque	23/11/2016	Landgate - EFT	VALUATIONS Land enquiry x 2	-49.70
Bill Pmt -Cheque	23/11/2016	Landmark - EFT	AIRSTRIP Roundup 20L x 2, TENNIS CLUB cement x 6 bags	-403.26
Bill Pmt -Cheque	23/11/2016	LGIS Risk Management - EFT	OCC HEALTH & SAFETY Risk Management Coordinator 2016/17 1st instalment	-3,231.80
Bill Pmt -Cheque	23/11/2016	Liebherr-Australia Pty Ltd - EFT	LIEBHERR FRONT END LOADER L550 XPower Stage 1V/Tier 4f 10% deposit	-28,300.00
Bill Pmt -Cheque	23/11/2016	Lock Stock & Farrell Locksmith - EFT	REC CENTRE Padlock for retic, ADMIN PARK Padlock for retic, DEPOT Padlocks for various places x 4	-455.40
Bill Pmt -Cheque	23/11/2016	MCG Architects Pty Ltd - EFT	SENIOR CITIZENS HOMES PROJECT Preparation of contracts 20%, Contract Administration 20%, Site Visit 230916, 141016	-5,940.00
Bill Pmt -Cheque	23/11/2016	NNT Uniforms - EFT	UNIFORMS Wells	-71.50
Bill Pmt -Cheque	23/11/2016	Palmer Plumbing - EFT	51 FLINT ST Repair broken PVC pipe going into ground that is leaking	-260.70
Bill Pmt -Cheque	23/11/2016	Petchell Mechanical - EFT	MAINTENANCE WM158 Annual service Nalkain Fast Attack, DEPOT Hose Clamp, Nylon Air Line, MAINTENANCE Fuel Filter, WM015 Side Tipper Trailer suspension bushes	-1,215.57
Bill Pmt -Cheque	23/11/2016	Piano Magic - EFT	TOWN HALL Piano Tuning	-260.00
Bill Pmt -Cheque	23/11/2016	Rodgers, Leanne - EFT	DAYCARE Family Daycare Membership, Public Liability, Management Liability, Personal Accident, Annual Service Membership 2016/17	-655.26
Bill Pmt -Cheque	23/11/2016	WA Contract Ranger Services - EFT	OTHER FIRE PREVENTION Firebreak inspections	-654.50
Bill Pmt -Cheque	23/11/2016	Wattleup Tractors - EFT	BLADES Howard Slasher x 1	-97.70
Bill Pmt -Cheque	23/11/2016	Wyalkatchem Community Resource Cntr - EFT	CRC ANNUAL FEE October 2016	-2,343.00
Bill Pmt -Cheque	23/11/2016	Wyalkatchem Hotel - EFT	REFRESHMENTS Carlton Dry x 1 carton	-54.00
Bill Pmt -Cheque	23/11/2016	Wyalkatchem IGA Express - EFT	OFFICE AMENITIES Oct 16, COUNCIL WORKSHOP, COUNCIL MEETING Oct 16	-103.80
Bill Pmt -Cheque	23/11/2016	Wyalkatchem Men's Bowling Club - EFT	COMMUNITY GRANTS Sponsorship of Wyalkatchem Bowls 2000 Classic 2017	-250.00
Bill Pmt -Cheque	23/11/2016	Wyalkatchem Road House - EFT	PIONEER PARK Assorted Hose Clamps x 10	-17.50

Bill Pmt -Cheque	23/11/2016		Wyalkatchem Spraying Service - EFT	SWIMMING POOL Spraying for black beetle 081116	-320.00
Bill Pmt -Cheque	23/11/2016		Wyalkatchem Tyre Service - EFT	TYRES WM830 x 4 BKT Skid Power, Repair on wheelbarrow, WM015 Repair on truck, Dolly x 2, MAINTENANCE Slasher parts, WYLIEBUS Battery and clamps	-3,001.06
Bill Pmt -Cheque	23/11/2016		Wyalkatchem Weekly - EFT	ADVERTISING 150716-200916	-522.00
Bill Pmt -Cheque	23/11/2016		144 Central - EFT	OCC HEALTH Accommodation for Adams while on Occ Health training 070217-100217	-345.00
Bill Pmt -Cheque	23/11/2016		Blackwoods - EFT	PROTECTIVE CLOTHING Glasses Clear x 7, Glasses Grey x 7, EXPENDABLE TOOLS Caulking Gun x 1, REC CENTRE OVAL Hose PVC sprinkler soaker, EXPENDABLE TOOLS Bar Spud, REC CENTRE OVAL Hose Unfitted x 3, PROTECTIVE CLOTHING Gloves leather x 6, OCC HEALTH Sunscreen 30+ 500ml x 6, REC CENTRE OVAL Tee Brass Three Way Barb x 8	-927.45
Bill Pmt -Cheque	23/11/2016		Bunnings Midland - EFT	SWIMMING POOL Lawn Seed Builder 1.4kg, Berger Paving Paint 10L, Cloth tape to fix pool blanket, Paint brush x 2, Roller kit, hose fittings	-279.32
Bill Pmt -Cheque	23/11/2016		Fuji Xerox - EFT	PHOTOCOPY Lease 211116-201216, B&W Copies x 4712 011016-311016	-593.34
Bill Pmt -Cheque	23/11/2016		Mcgrath Modular - EFT	SENIOR CITIZENS HOMES PROJECT Tender 02/16 Claim 4 Contract No. 161024-161027	-88,635.00
Bill Pmt -Cheque	23/11/2016		Sigma Chemicals - EFT	CHEMICALS Dry Acid 25kg	-363.00
Bill Pmt -Cheque	23/11/2016		Staples Australia - EFT	TOWN HALL Urinal screen, Mops, STATIONERY Thimblettes, Archiving boxes x 20, COMPUTER HDMI cable, STATIONERY Dymo Tape x 2, Correction Tape x 5, ADMIN OFFICE HDMI Cable for projector 2m, 5m, pointer for projector	-224.00
Bill Pmt -Cheque	23/11/2016		BA & VM Brookes - EFT	R2R YORKRAKINE WEST RD Road train sider tipper hire 081116-101116, 161116-181116, Water tanker hire 111116, 141116, 151116, 181116	-11,946.00
Bill Pmt -Cheque	23/11/2016	16820	Ward, ME & EM	SENIOR CITIZENS HOMES PROJECT Sand 235 tonne	-2,585.00
Bill Pmt -Cheque	23/11/2016	16821	Wyalkatchem Gourmet Meats	SWIMMING POOL Sausages 5.21kg for pool season opening	-78.10
Bill Pmt -Cheque	23/11/2016	dd231116	Synergy	ELECTRICITY Shire Properties 060916-031116	-6,893.45
Bill Pmt -Cheque	28/11/2016		T & E Services Pty Ltd - EFT	MEDICAL SERVICES Nov 16 and Dec 16	-27,500.00
Bill Pmt -Cheque	28/11/2016		Universal Electrical Service Co - EFT	PUMP MAINTENANCE Shire Dam Electric Pump Repair	-1,828.20
Paycheque	30/11/2016		Salaries and Wages	PPE301116	-24,755.29
General Journal	30/11/2016	2492	NAB	Account Keeping Fee	-37.10
General Journal	30/11/2016	2493	NAB	Merchant Fees	-60.42
Total A01101 - Unrestricted Municipal Bank					<u>-467,206.51</u>

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I hereby certify that the Schedule of Accounts paid was submitted to Council on Thursday, 15 December 2016. All payments are as per the Annual Budget and are supported by vouchers and invoices and were not processed until goods and services were certified as received.

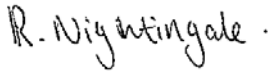
Ian McCabe, Chief Executive Officer

CERTIFICATION OF CHAIRMAN

I hereby certify this schedule of accounts paid was submitted to the Council on Thursday, 15 December 2016 for information pursuant to Section 6.8(2)(b) of the Local Government Act 1995.

Cr Quentin Davies, Chairman

8.2.3 COUNCIL PROPERTIES – USAGE – CHARGES – AMENDMENT TO 2016/17 FEES AND CHARGES

FILE REFERENCE:	5.19.2
AUTHOR'S NAME AND POSITION:	Rachel Nightingale Governance and Emergency Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	30 November 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY:

That Council resolve the following:

- 1. To vary the 2016/17 fees and charges to include a daily rate of \$15 for the hire of the aerodrome terminal building to hairdresser, Sue Tulip until 14 February 2017.**

Appendix: There is no attachment to this report.

Comment:

The fees and charges for 2016/17 include a daily rate of \$50 for the terminal building at the aerodrome. Council has previously resolved to support the new hairdressing business venture by disposition of property. In a decision by Council 10 November 2016 it was agreed to lease the airport terminal building for a period of three months at a rate of \$15 per day. This requires an adjustment to the fees and charges which must be accepted by council.

Consultation:

Mr Ian McCabe	Chief Executive Officer
Mrs Claire Trenorden	Senior Finance Officer
Sue Tulip	The Head Shed

Statutory Environment:

There is no direct statutory environment relevant to this issue.

Policy Implications:

There is no Council Policy relative to this report.

Financial Implications

Local Government Act s 6.19

Strategic Plan/Risk Implications

There are no direct Strategic/Risk Implications relative to this item.

Voting Requirements Absolute Majority

Council Decision Number: 3393

Moved: Cr Holdsworth **Seconded:** Cr Jones

That Council resolve the following:

- 1. To vary the 2016/17 fees and charges to include a daily rate of \$15 for the hire of the aerodrome terminal building to hairdresser, Sue Tulip until 14 February 2017.**

Vote: 7/0

8.3 Officer reports to council

8.3.1 Water Supply – Agreements – Recycled Water Supply Agreement – amending a council motion

FILE REFERENCE:	32.1
AUTHOR'S NAME AND POSITION:	Rachel Nightingale Governance and Emergency Officer
AUTHOR'S SIGNATURE:	<i>R. Nightingale .</i>
NAME OF APPLICANT/RESPONDENT/LOCATION:	Water Corporation
NOTIFICATION TO APPLICANT:	Required
DATE REPORT WRITTEN:	7 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY: That Council resolve the following:

1. To endorse the forming of an agreement with Water Corp to accept and use recycled water;
2. To amend the proposed agreement at clause 12. 2. (a) (2) from 'in respect of any other event will be limited to \$100,000' to 'in respect of any other event will be limited to \$250,000'; the effect of this amendment is to alter the monetary limit for Water Corporation;
3. To amend the proposed agreement at clause 12. (b) (2) from 'in respect of any other event will be limited to \$100,000;' to 'in respect of any other event will be limited to \$250,000;' the effect of this amendment is to rescind Council's amendment of part two of decision 3364, 20 October 2016 and reinstate the draft amount as per the attached agreement; this agrees to the monetary limit for Council;
3. To authorise the CEO to negotiate the form of the amended agreement consistent with this decision; and,
4. When finalised, to authorise the President and CEO to sign the Agreement on behalf of the Shire of Wyalkatchem.

Appendix:

1. Notice of motion to revoke a council decision
2. Proposed agreement between the Shire of Wyalkatchem and Water Corp;
3. MOU formed 12 October 2005;
4. Approval by Department of Health of existing agreement, 18 July 2013;
5. E-mail from Water Corporation 2 December 2016

Background:

The Shire of Wyalkatchem has had an agreement with Water Corporation to take recycled waste water since 2005. The previous agreement has expired and negotiations have been conducted since 2014 on forming a new agreement. Following negotiation, Water Corporation has made some improvements to the draft agreement to improve liability conditions for Council but there remained disagreement around monetary limits as the draft proposed greater limits for Council than Water Corp.

At the Ordinary Meeting of Council, Council approved an agreement between the Shire of Wyalkatchem and Water Corporation (decision 3364, Ordinary Meeting of Council 20 October 2016).

Water Corporation had proposed a monetary limit for that Corporation of \$100,000 while Council's exposure would be up to \$250,000. The 20 October decision proposed amending the draft agreement at 12.2 (b) (2) to align the financial exposure of both parties under this agreement at \$100,000.

Water Corporation have subsequently reviewed their internal risk profile and discussed this matter with the CEO 22 November 2016. In an email received 2 December 2016, Water Corporation has advised that they will now agree to a monetary amount of \$250,000 for both parties and that this will apply to all local governments hence forth. Advice from Council's insurer LGIS is that this is a good result and the amount is within insurable limits.

Accordingly, the amended amounts are supported and an agreement can now be formed and signed.

Consultation

Roman Harasymow	Water Corporation
Paul McBride	LGIS (local government insurer)
Ian McCabe	Chief Executive Officer

Statutory Environment

Local Government Act 1995

Policy Implications

There is no Council Policy relative to this item.

Financial Implications

There is no immediate financial implication of this decision.

Strategic Plan/Risk Implications

There is a low risk that the indemnity and monetary limits of the proposed agreement would be activated. Nevertheless, there is a raised level of financial risk to council by forming this agreement. This is perceived to be low to negligible but must be recorded for disclosure. Advice from our insurer is that the liability cap that is the subject of this agenda item is an insurable amount, thereby mitigating the risk to Council by passing it the insurance scheme.

Voting Requirements: Absolute Majority

Council Decision Number: 3394

Moved: Cr Garner **Seconded:** Cr Jones

Officer Recommendation

That Council resolve the following:

1. To endorse the forming of an agreement with Water Corp to accept and use recycled water;
2. To amend the proposed agreement at clause 12. 2. (a) (2) from 'in respect of any other event will be limited to \$100,000' to 'in respect of any other event will be limited to \$250,000'; the effect of this amendment is to alter the monetary limit for Water Corporation;
3. To amend the proposed agreement at clause 12. (b) (2) from 'in respect of any other event will be limited to \$100,000;' to 'in respect of any other event will be limited to \$250,000;' the effect of this amendment is to rescind Council's amendment of part two of decision 3364, 20 October 2016 and reinstate the draft amount as per the attached agreement; this agrees to the monetary limit for Council;
3. To authorise the CEO to negotiate the form of the amended agreement consistent with this decision; and,
4. When finalised, to authorise the President and CEO to sign the Agreement on behalf of the Shire of Wyalkatchem.

Vote: 7/0



NOTICE OF MOTION TO REVOKE A DECISION

In accordance with the *Local Government (Administration) Regulations 1996*, r. 10, the undersigned Elected Members give notice of their intention to revoke point 2 ("To amend the proposed agreement at clause 12. (b) (2) to read "in respect of any other event will be limited to \$250,000").

of "Item 8.3.1 Water Supply – Agreements – Recycled Water Supply Agreement
" Council Decision 3364 made during the Council meeting of 20 October 2016:


_____ (signature)

Cr Davies Mover

_____ (signature)

Cr Gamble

_____ (signature)

Cr Jones


_____ (signature)

Cr Butt


_____ (signature)

Cr Gawley

_____ (signature)

Cr Holdsworth

_____ (signature)

Cr Garner

Dated: 6 December 2016

Recycled Water Supply Agreement

Water Corporation

and

Shire of Wyalkatchem

Discussion Draft

This Draft is made available by the Water Corporation (Corporation) for discussion purposes only. The Corporation reserves all of its rights including its rights to add to, delete or change this Draft and all or any of the provisions in it.

WATER CORPORATION
Legal Services Branch
629 Newcastle Street Leederville WA 6007
PO Box 100 Leederville WA 6902
Phone: (08) 9420 2599
Fax: (08) 9420 3360

This Recycled Water Supply Agreement

is made on _____ between the following parties:

1. **Water Corporation**, a statutory body corporate established under the *Water Corporations Act 1995*, of John Tonkin Water Centre, 629 Newcastle Street, Leederville, Western Australia
(**Corporation**)
2. **The Shire of Wyalkatchem**, a local government of Western Australia, Honour Avenue, Wyalkatchem, WA 6485
(**Recipient**)

Recitals

- A. The Corporation provides Recycled Water to the Recipient for the overall benefit of the communities that they serve and to the environment by reducing the amount of phosphates and nitrates introduced in that environment.
- B. The Corporation's and the Recipient's further objectives include:
 - (a) reducing the use of water from the Corporation's scheme through balanced social, economic and environmental outcomes;
 - (b) a reduction in the use of fertilizers by the Recipient and the community that it serves; and
 - (c) the better use and conservation of Western Australia's water resources.
- C. The Corporation has agreed to provide Recycled Water to the Recipient from the Wyalkatchem Wastewater Treatment Plant for use in the performance of its functions.
- D. This Agreement defines the roles and responsibilities of the Corporation and the Recipient with respect to the efficient and effective supply of Recycled Water.

This Agreement witnesses

that in consideration of, among other things, the mutual promises contained in this Agreement, the Parties agree:

1 Definitions and Interpretations

1.1 Definitions

In this Agreement, unless the contrary intention appears:

Agreement means this Agreement of understanding as executed by the parties;

Approval includes:

- (a) any authorisation, consent, licence, approval, permit, authority or exemption from, by or with a Governmental Agency; and

(b) the Operating Licence;

Business Day means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday;

Claim means any action, suit, claim, proceeding, demand, loss, damage, cost (including legal costs) and expense of any nature whatsoever, and howsoever arising, out of, relating to, or connected with this Agreement;

Commencement Date means the date on which the last party to sign this Agreement signs;

Corporation's Address means the address or facsimile number of the Corporation set out in Schedule 1;

Corporation's Powers means all or any rights, powers, remedies, authorities, discretions, privileges or protections exercisable by the Corporation under this agreement, any Act of Parliament or otherwise at law or in equity;

Delivery Point means the delivery point described in Schedule 1 and as marked on the Plan;

DoW means the Governmental Agency responsible for the administration of the *Rights in Water and Irrigation Act 1914*;

DoH: means the Department of Health, Western Australia

Entitlement means the volume entitlement of Recycled Water (in kL) to be provided to the Recipient by the Corporation as stated in Schedule 1 which volume will be reviewed at the times specified in Schedule 1;

Extended Term is as defined in clause 16;

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, government Minister, agency or entity in Australia;

Infrastructure means the infrastructure to be implemented with respect to the supply of Recycled Water in accordance with this Agreement as set out in Schedule 1;

kL means kilolitre or kilolitres as the case requires;

Loss means any loss, claim, action, liability, damage, cost, charge, expense, diminution in value or deficiency of any kind or character that any party pays, suffers or incurs or is liable for, including:

- (a) all interest and other amounts payable to third parties;
- (b) all legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of claim or action;
- (c) all losses of profit, and special losses or damages; and
- (d) all consequential losses or damages;

Metering Point means the point at which the Corporation will measure the amount of Recycled Water delivered to the Recipient;

Month means a calendar month;

Nutrient Irrigation Management Plan (NIMP) means the document which is comprised in Annexure B;

Ombudsman Scheme means the water services ombudsman scheme established under the *Water Services Act 2012*;

Operating Licence means the operating licence granted to the Corporation under the *Water Services Act 2012*;

Plan means the sketch plan comprised in Annexure A;

Permitted Uses means the specified use of Recycled Water as identified in Schedule 1;

Process Control Table (PCT) means the process control table approved by DoH which is set out in Annexure D;

Quality Standards means the standards set out in Schedule 2;

Recipient's Address means the address or facsimile number of the Recipient set out in Schedule 1;

Recipient's Obligations means the obligations of the Recipient under this Agreement or imposed by law in relation to any of the matters referred to in it;

Recipient's Representative means the employee or position nominated by the Recipient set out in Schedule 1;

Recycled Water means the recycled water to be supplied by the Corporation to the Recipient in accordance with the terms of this Agreement;

Recycled Water Quality Management Plan (RWQMP) means the document which is set out in Annexure C;

Shire Dam means the Recipient's dam located at Cunderdin-Wyalkatchem Road;

Storm Water means water originating from rainfall runoff into Shire drains which is stored in the Shire Dam which is free of pollution;

Term means the term of this Agreement as is set out in Schedule 1, as varied by the parties from time to time;

Wastewater Treatment Plant means the wastewater treatment plant from which the Recycled Water is supplied as identified in Schedule 1;

Water includes a reference to Recycled Water; and

Year means, where the context permits or requires:

- (a) for the first Year of the Term, the period on and from the Commencement Date to and including the 30 June next following;
- (b) thereafter, for each successive Year of the Term other than the last Year of the Term, the period from and including 1 July to and including 30 June next following; and
- (c) for the last Year of the Term, the period on and from the 1 July immediately preceding the Termination Date to and including the Termination Date.

1.2 Interpretation

In this Agreement, headings and underlining are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (d) a reference to a part, clause, or Party, is a reference to a part and clause of, and a Party, to, this Agreement.

2 Conditions Precedent to supply of Recycled Water

2.1 Supply of Recycled Water

The Corporation will not supply Recycled Water until the Recipient has:

- (a) obtained all Approvals for the use of the Recycled Water; and
- (b) satisfied the Corporation that it has endorsed the PCT for the Permitted Uses.

2.2 Consequence of non-satisfaction

If any of the conditions specified in clause 2.1 are not satisfied nor waived by notice in writing from the Corporation then the Corporation may terminate this Agreement after the expiry of six months after the Commencement Date.

3 Corporations obligations and responsibility for the supply of Recycled Water

3.1 Supply and Delivery

- (a) The Corporation will use its best endeavours to supply to the Recipient the Recycled Water up to its Entitlement at the Delivery Point upon payment of the agreed costs and on the provisions of this Agreement.
- (b) Once the Corporation has delivered the Recycled Water to the Delivery Point the Corporation has no further obligations with respect to that Recycled Water including its quality when blended with the Storm Water in the Shire Dam.

3.2 Recycled Water Quality

- (a) The Corporation agrees to use its best endeavours to provide Recycled Water at the Delivery Point that meets the Quality Standards.
- (b) In the event that the quality of the Recycled Water has not met the agreed Quality Standards, the Corporation will:
 - (i) advise the Recipient of the event as soon as reasonably practicable;
 - (ii) use its best endeavours to restore water quality of the Recycled Water to the Quality Standards, at the earliest time; and

the Recipient will not be required to take the Recycled Water, until the Recycled Water again meets the Quality Standards.

3.3 Notification of changes to Quality Standards

The Recipient acknowledges that:

- (a) the Corporation may, if required by any Act of Parliament, Authorisation or to comply with a DoH requirement, vary the Quality Standards.
- (b) The Corporation will use its best endeavours to notify the Recipient of any changes in the characteristics of the Recycled Water from the Quality Standards that the Corporation, acting reasonably, considers to be significant.

3.4 Variation to Supply

- (a) In addition to any other of the Corporation's Powers, the Corporation may vary volumes, times, and flow rates from time to time:
 - (1) having regard to Recycled Water resource availability and those other factors as the Corporation, acting reasonably, determines;
 - (2) following:

- (A) a direction by the DoW or the DoH;
 - (B) any amendment to or suspension of:
 - (i) the Operating Licence; or
 - (ii) any other licence or any other Approval required by the Corporation to operate the Wastewater Treatment Plant or supply Recycled Water that, in the Corporation's reasonable opinion, adversely affects the Corporation's ability to supply volumes, times, and flow rates; or
 - (C) any reduction or suspension in any entitlement that the Corporation may have to Recycled Water under any Authorisation; or
- (3) by agreement between the parties.
- (b) The Corporation may determine any variation under clause 3.4(a)(1) or clause 3.4(a)(2) in its reasonable discretion but will use its best endeavours to give to the Recipient at least 10 Business Days' notice of any material variation proposed.

4 Recipient's obligations and responsibilities

4.1 Use and management of Recycled Water

- (a) The Recipient must use its best endeavours to take at the Delivery Point Recycled Water up to its Entitlement, on the provisions of this Agreement.
- (b) The Recipient will be solely responsible for the management and use of the Recycled Water from the Delivery Point provided that the Recycled Water supplied to the Recipient by the Corporation conforms with the Quality Standards.
- (c) The Recipient will, at its own cost, operate and maintain all systems at the Recipient's side of the Delivery Point necessary to take, store, discharge and use the Recycled Water in accordance with this Agreement.
- (d) The Recipient will be responsible for management of the Nutrient Irrigation Management Plan (NIMP) (if and when required by the DER).
- (e) The Recipient will be responsible for management of the Recycled Water in accordance with the RWQMP (When required by the DoH).
- (f) The Recipient must manage the Recycled Water in accordance with the PCT.

4.2 Permitted Uses

- (a) The Recipient must only use the Recycled Water for the Permitted Uses unless otherwise agreed between the parties.
- (b) The Recipient must not supply or sell to a third party, any Recycled Water supplied to the Recipient, without the Corporation's written consent. Where the Recipient is permitted to supply the Recycled Water to a third party the Recipient must:
 - (1) effect and maintain all Approvals the Recipient may be required to effect and maintain in respect of any such supply of Recycled Water; and

- (2) indemnify and keep the Corporation indemnified against any Loss or Claim by any party or person not a party to this Agreement, to whom the Recipient may supply any Recycled Water supplied to the Recipient by the Corporation pursuant to this Agreement, of any nature whatsoever and howsoever, arising out of, related to or connected with that Recycled Water except and strictly limited to the extent that any Loss or Claim results from Wilful Misconduct or negligence of, or breach of any legislation by, the Corporation or its officers, employees, agents, contractors or sub-contractors.
- (c) The Recipient must comply with any conditions placed on the use of the Recycled Water as set from time to time by the DoH.

4A Corporation's Responsibility for Chlorinator

4A.1 Ownership, Operation and Maintenance

- (a) The Corporation agrees it will install a chlorinator at the outlet of the Shire Dam to treat the water from the dam prior to being used for the Permitted Use.
- (b) The Corporation will use its reasonable endeavours to treat the water so that it meets the requirements of the PCT.

4A.2 Access

- (a) The parties agree that the chlorinator will be installed on land owned by the Recipient.
- (b) The Recipient agrees to grant the Corporation a non-exclusive licence to access the land for the purposes of installing, operating and maintaining the chlorinator.

5 Risk and title

Title and all risk in relation to the Recycled Water passes to the Recipient once the Corporation has delivered the Recycled Water to the Delivery Point.

6 Alternative Uses of Recycled Water

If the Recipient cannot take its full entitlement the parties agree that they will work together to identify alternative uses for the Recycled Water.

7 Measurement, Monitoring and testing

- (a) The Corporation will undertake any monitoring, testing, documentation or reporting necessary or associated with the supply and delivery of the Recycled Water up to the Delivery Point.
- (b) The Recipient will undertake any monitoring, testing, documentation or reporting necessary or associated with the taking, storage, distribution and use of the Recycled Water from the Delivery Point.
- (c) The parties will make available to the other party, upon request, all monitoring, testing and reporting documentation obtained pursuant to this clause.
- (d) The volumes of Recycled Water supplied to the Recipient will be measured by the Corporation at the Metering Point.
- (e) The Recipient will reimburse the Corporation for the full cost to the Corporation of installing, maintaining and replacing the measuring equipment in accordance with this clause.

8 Approvals

- (a) The parties agree that the supply of Recycled Water under this Agreement is subject to each of them holding, and continuing to hold, all of the relevant Approvals.
- (b) The parties will, at their own cost, provide one another with reasonable assistance to obtain and continue to hold all of the relevant Approvals.
- (c) If either party fails to hold any of the relevant Approvals, the Corporation may, acting reasonably, suspend the supply of Recycled Water to the Recipient.
- (d) In the event supply is suspended by the Corporation in accordance with clause 8(c) the Corporation may at any time determine acting reasonably, to resume the supply of Recycled Water.

9 Infrastructure

The parties:

- (a) acknowledge that new or modified Infrastructure may be required to supply the Recycled Water in accordance with this Agreement; and
- (b) must promptly comply with their obligations as to the Infrastructure as set out in Schedule 1.

10 Backflow prevention

The Recipient must from time to time:

- (a) take all measures as the Corporation requires and approves, in the manner that the Corporation requires, to prevent backflow of water from the Recipient's services into the Corporation's drinking water supply reticulation distribution system; and
- (b) at the Corporation's request, install, operate and maintain in good working order, at the Recipient's cost, backflow prevention devices, pressure-sustaining valves, air breakers and other devices as the Corporation requires and approves.

11 Recycled Water Measurement

- 11.1** From the Commencement Date, the Corporation will take meter readings at intervals as determined by the Corporation to assess the volume of Water supplied to the Recipient at the Metering Points.
- 11.2** If the Measuring Equipment is found to be out of order or reading incorrectly, the Corporation will determine the quantity of the Water supplied by taking a daily average of the quantity actually taken during a comparable period or (where a meter test has shown that the meter is not registering the correct consumption) by adjusting the consumption for the period in accordance with the degree of error found. The quantity so determined by the Corporation will be deemed to have been supplied to the Recipient as the case may be.

12 Indemnity

12.1 Indemnity

- (a) The Recipient must indemnify and keep indemnified the Corporation and the Corporation's officers, employees, agents or contractors against any Loss or Claim that they, or any of them, may pay, suffer or incur, or that may be made against them, or any of them in connection with the supply of or use of the Recycled Water under this Agreement, arising out of:
- (1) a failure by the Recipient to comply with the terms of this Agreement; or
 - (2) any wilful misconduct or negligent act or omission by the Recipient,
- except to the extent that any such Loss or Claim is partially or wholly attributable to any negligence on the part of the Corporation or the Corporation's officers and employees.
- (b) The Corporation must indemnify and keep indemnified the Recipient and the Recipient's officers, employees, agents or contractors against any Loss or Claim that they, or any of them, may pay, suffer or incur, or that may be made against them, or any of them in connection with the supply of or use of the Recycled Water under this Agreement, arising out of:
- (1) a failure by the Corporation to comply with the terms of this Agreement; or
 - (2) any wilful misconduct or negligent act or omission by the Corporation,
- except to the extent that any such Loss or Claim is partially or wholly attributable to any negligence on the part of the Recipient or the Recipient's officers and employees.

12.2 Monetary limits

- (a) The total liability of the Corporation and its servants and agents, to the Recipient for all Claims, including interest on any Claim accruing from the date on which the Claim first arose to the date of judgment, settlement, deduction or set off, is limited in the aggregate to:
- (1) in respect of any event covered by any policy of insurance, will be limited to the amount recovered or recoverable under that policy of insurance in respect of that event under the policy of insurance; and
 - (2) in respect of any other event will be limited to \$100,000,
- so that the Recipient will have no further Claim against the Corporation for any amount of Loss in excess of those limits.
- (b) The total liability of the Recipient and its servants and agents, to the Corporation for all Claims, including interest on any Claim accruing from the date on which the Claim first arose to the date of judgment, settlement, deduction or set off, is limited in the aggregate to:
- (1) in respect of any event covered by any policy of insurance, will be limited to the amount recovered or recoverable under that policy of insurance in respect of that event under the policy of insurance; and
 - (2) in respect of any other event will be limited to \$250,000,
- so that the Corporation will have no further Claim against the Recipient for any amount of Loss in excess of those limits.
- (c) The parties agree that the limitation of liability at clause 12.2(b) will not apply to the indemnity provided by the Recipient to the Corporation at clause 4.2(b)(2).

13 Public Liability Insurance

- (a) The parties must effect and maintain throughout the Term of the Agreement Public Liability Insurance covering all Claims and liabilities, howsoever caused:
- (1) In respect of:
 - (A) Any injury or illness to or death of any person;
 - (B) Any physical loss, damage or destruction to any property; and
 - (C) The loss of use of tangible property whether it has been physically lost, destroyed or damaged or not;
 - (2) Whether arising out of or connected with any act, matter or thing whatsoever, including but not limited to, any pollution.

Which Insurances shall each provide cover in respect of each and every occurrence to an amount not less than \$20 million in respect of all losses occurring during each period of insurance.

- (b) A party will, upon request by the other party, provide the party with evidence that the insurances required under this clause have been effected and are in full force and effect.
- (c) If a party fails to take out or maintain the insurances required under this clause then that failure to ensure, or failure to maintain insurance will be treated as a Default of this Agreement.

14 Termination

- (a) In addition to any other rights, powers or remedies provided by law, the Corporation may by notice in writing served on the Recipient, terminate this Agreement at any time with immediate effect if in the Corporation's opinion, acting reasonably, use of the Recycled Water by the Recipient or any other party, represents a threat to public health or is causing environmental damage.
- (b) In addition to any other rights, powers or remedies provided by law, if the Recipient fails to:
- (1) duly and punctually comply with the Recipient's Obligations or defaults under the terms of this Agreement; and
 - (2) fails to remedy that non-compliance or default to the Corporation's satisfaction within 30 days of the Corporation serving or being deemed to have served notice on the Recipient of that non-compliance requiring the Recipient to remedy it,

the Corporation may by further notice in writing served or being deemed to have served on the Recipient, terminate this Agreement at any time with immediate effect.

- (c) The Corporation will cease supplying Recycled Water to the Recipient upon that date which is the earlier of the date of termination of any Authorisation required by the parties under Clause 8, the expiry of the Term, or a date determined by the Corporation under subclause (a) or (b).
- (d) If this Agreement is terminated, the Corporation will be under no obligation to supply and the Recipient will have no right or entitlement to receive any Recycled Water.
- (e) The expiry or termination of this Agreement will not affect any rights of the parties against one another in respect of any act, omission, matter, or thing occurring, or under this Agreement prior to that expiry or termination.

15 Re-negotiation of Agreement

If this Agreement is terminated as a result of the expiry of the Term, the parties may re-negotiate the terms for the continued supply of Recycled Water to the Recipient. The terms of this Agreement do not in any way limit the substance of re-negotiation between the parties.

16 Option to extend Term

- (a) The Recipient may request that this Agreement be extended beyond the Term for the period of a further five years (**Extended Term**), except this clause 16(a) will not apply during the Extended Term.
- (b) If the Corporation accepts the Recipient's request, the parties may however agree changes to the terms and conditions of this Agreement during the Extended Term if considered necessary for the improved performance of the Agreement or to review the basis for the calculation of the payments which the Recipient makes to the Corporation under the terms of this Agreement.
- (c) If the Recipient proposes to extend the Term, the Recipient must advise the Corporation of its intention to do so in writing at least 6 months prior to the anticipated expiry date of the Term or any extension of the Term.
- (d) If the Recipient has not served a written notice under clause 16(a), the Agreement will terminate on the expiration of the Term automatically and without need for any further notice.
- (e) If the parties have not agreed on all terms and conditions for the Extended Term by the expiry of the Term, the Agreement will terminate automatically, without need for any further notice, on that date, and thereafter the Recipient will have no further entitlement to the Recycled Water and neither party is under any obligation to the other otherwise than in respect of an obligation that arose prior to that date or a breach that was committed prior to that date.

17 Dispute resolution

17.1 Election by Recipient

The Recipient may elect to have any dispute resolved:

- (a) under the Ombudsman Scheme but only if the dispute in question is within the scope of the Ombudsman Scheme ; or
 - (b) under the succeeding provisions of this clause 17;
- and
- (c) if the Recipient gives to the Corporation notice of any dispute that notice must be in writing specifying whether the Recipient elects to have the dispute resolved in accordance with clause 17.1(a) or clause 17.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 17.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 17.1(b); and
 - (d) if the Corporation gives the Recipient a written notice of any dispute, the Recipient must, within 10 Business Days of receiving or being deemed to have received that notice, give to the Corporation a written notice specifying whether the Recipient elects to have the dispute resolved in

accordance with clause 17.1(a) or clause 17.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 17.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 17.1(b).

17.2 General

A dispute that arises during the performance of this agreement will be resolved, wherever possible, at the level where the dispute initially arises.

17.3 Referral to Representatives

If, within 15 Business Days of a dispute arising, it has not been resolved, the dispute will be referred to the Recipient's Representative, and to the Corporation's Representative.

17.4 Representatives to meet

The Representatives referred to in the preceding clause must meet within 5 Business Days after the dispute is referred to them, and attempt to resolve the dispute. If they resolve the dispute, the parties will adhere to their resolution.

17.5 Further steps - mediation

If the Representatives cannot resolve the dispute within 10 Business Days of their first meeting, the dispute will be taken to a mediation process. If the parties agree, they will appoint, by agreement, an independent mediator, or, if they fail to agree on an independent mediator within 15 Business Days of their first meeting, the President of the Law Society of Western Australia (Inc) for the time being, or the President's nominee, may, at the request of either party, appoint an independent mediator, and the costs of that mediator will be borne equally by the Corporation and the Recipient. Except to the extent inconsistent with this clause, the mediation will be conducted in accordance with the then current mediation rules of the Law Society of Western Australia.

17.6 Place of mediation

The parties will hold the mediation in Perth, Western Australia and, subject to clause 17.8, must comply with any resolution facilitated between them by the independent mediator.

17.7 Parties to continue to perform

Each party must continue to perform their obligations under this agreement, notwithstanding any dispute, or the commencement of any legal proceedings, under this clause 17.

17.8 Steps if party dissatisfied

If a party is dissatisfied with proceedings before the mediator, it may take that action as it considers appropriate, including commencing legal proceedings. For the avoidance of doubt, the right referred to in this clause 17.8 is not in any way dependent on or conditional upon the initiation or completion of the proceedings before the mediator.

18 Warranties

18.1 No other representations or warranties by Corporation

So far as permitted by law, except for:

- (a) the express terms and warranties set out in this Agreement; and
- (b) those implied terms or warranties that are imposed by law that are mandatory and cannot be excluded,

the Corporation gives no warranties regarding the Recycled Water, or any other goods or services supplied or to be supplied by it, whether relating to defects in quality or characteristics, or otherwise, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by act of Parliament, at common law, or otherwise howsoever, are expressly excluded.

18.2 Recipient's skill and judgment

The Recipient warrants to and agrees with the Corporation that, when entering into this Agreement it relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Corporation (including by the Corporation's officers, employees, or agents or any other person acting on the Corporation's behalf):

- (a) the terms, warranties and representations expressly contained in this agreement;
- (b) the skill and judgment of the Recipient, its consultants and representatives; and
- (c) opinions and advice obtained by the Recipient independently of the Corporation, or of the Corporation's officers, employees, or agents or any other persons acting on the Corporation's behalf.

18.3 Independent warranties

Each warranty in this clause is independent and is not limited by reference to any other warranty in the relevant clause.

19 Assignment

The Recipient will not, without the Corporation's prior written consent, assign, mortgage, charge or encumber this Agreement or any part of it or any right, benefit, moneys or interest under it. The consent the Corporation may not unreasonably withhold, but the Corporation may give that consent on any terms and conditions the Corporation reasonably requires.

20 Severance

If any term or part of this Agreement is or becomes for any reason invalid or unenforceable at law, then in that event that term or part of this Agreement will be deemed to be severed from this Agreement without thereby affecting the remainder of this Agreement and the remainder of this Agreement will continue to be valid and enforceable in all things.

21 Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

22 Limitation of liability

Neither party will be liable to the other for any loss of business, loss of opportunity, loss of profit, loss of any contract or for any indirect or consequential loss or damage whether arising out of the breach of this Agreement or otherwise, including without limitation, negligence.

23 Service of notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement:
- (1) must be in legible writing and in English addressed as shown below:
 - (A) if to the Corporation, to the Corporation's Address; and
 - (B) if to the Recipient to the Recipient's Representative at the Recipient's Address,

or as specified to the sender by any party by notice;
 - (2) where the sender is a company, must be signed by an officer or under the common seal of the sender or by solicitors acting for that company;
 - (3) is regarded as given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post, 5 days from and including the date of postage; or
 - (C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
 - (4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under the preceding subclause and informs the sender that it is not legible.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

24 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

25 Modifications or Amendment

A purported modification, variation or amendment of this Agreement shall not have any force or effect unless it is in writing and executed by the parties.

26 Waiver

Waiver of any breach, or provision of, or any default under, this Agreement must be in writing and signed by the Party granting the waiver.

27 Survival of Certain Clauses

Clause 12 (Indemnity), Clause 18 (Warranties), Clause 22 (Limitation of Liability) and clause 24 (Governing Law) survive the termination or expiry of this Agreement.

28 Further Assurances

Each Party must do all things and execute all further documents necessary to give full effect to this Agreement.

29 Costs

Each Party will bear their own costs in respect of the negotiation and preparation of this Agreement.

DRAFT

Schedule 1 - Particulars

Recipient	Shire of Wyalkatchem
Recipient's Address	PO Box 224, Wyalkatchem WA 6485
Recipient's Representative	Chief Executive Officer, Shire of Wyalkatchem
Corporation's Address	P O Box 100 Leederville WA 6902
Entitlement	[insert] kL per day [Note – details to be determined]
Entitlement Review Times	Annually from the date of execution of this Agreement.
Corporation's Infrastructure obligations	<ol style="list-style-type: none"> 1. Own and operate infrastructure upstream of the Delivery Point. 2. Own, operate and maintain Chlorinator in accordance with this Agreement.
Recipient's Infrastructure obligations	<ol style="list-style-type: none"> 1. Own and operate infrastructure downstream of the Delivery Point. 2. Operate the scheme in accordance with the Process Control Table (PCT). 3. Install signage at the entrance to the Shire Dam and the Tennis Club and Town Oval.
Term	10 years with effect from the date of execution of this Agreement
Permitted Uses	Irrigation of the Town Oval at Nungaring-Wyalkatchem Rd and Riches St, and the Tennis Club grass court at Riches St and Grace St.
Delivery Point	Outlet of the pumping main from the Wastewater Treatment Plant at the Shire Dam.
Wastewater Treatment Plant	Wyalkatchem WWTP.

Schedule 2 – Quality Standards of Recycled Water

At the Delivery Point Sample Point S5000410:

Parameter	Unit	Range
pH	n/a	6 - 10
Total Dissolved Solids (TDS)	mg/L	<2000

At the Chlorinator Sample Point S5051277 (after Shire Dam):

In accordance with the PCT

(NOTE: This section provides general and high level water quality standards as this agreement is not an operational document. Operational commitments and detailed scheme specific parameter commitments will be captured and agreed in the PCT between the Corporation, the Recipient and the Department of Health. The PCT is reviewed on a regular basis and it is appropriate that only general and high level commitments are made in this agreement.)

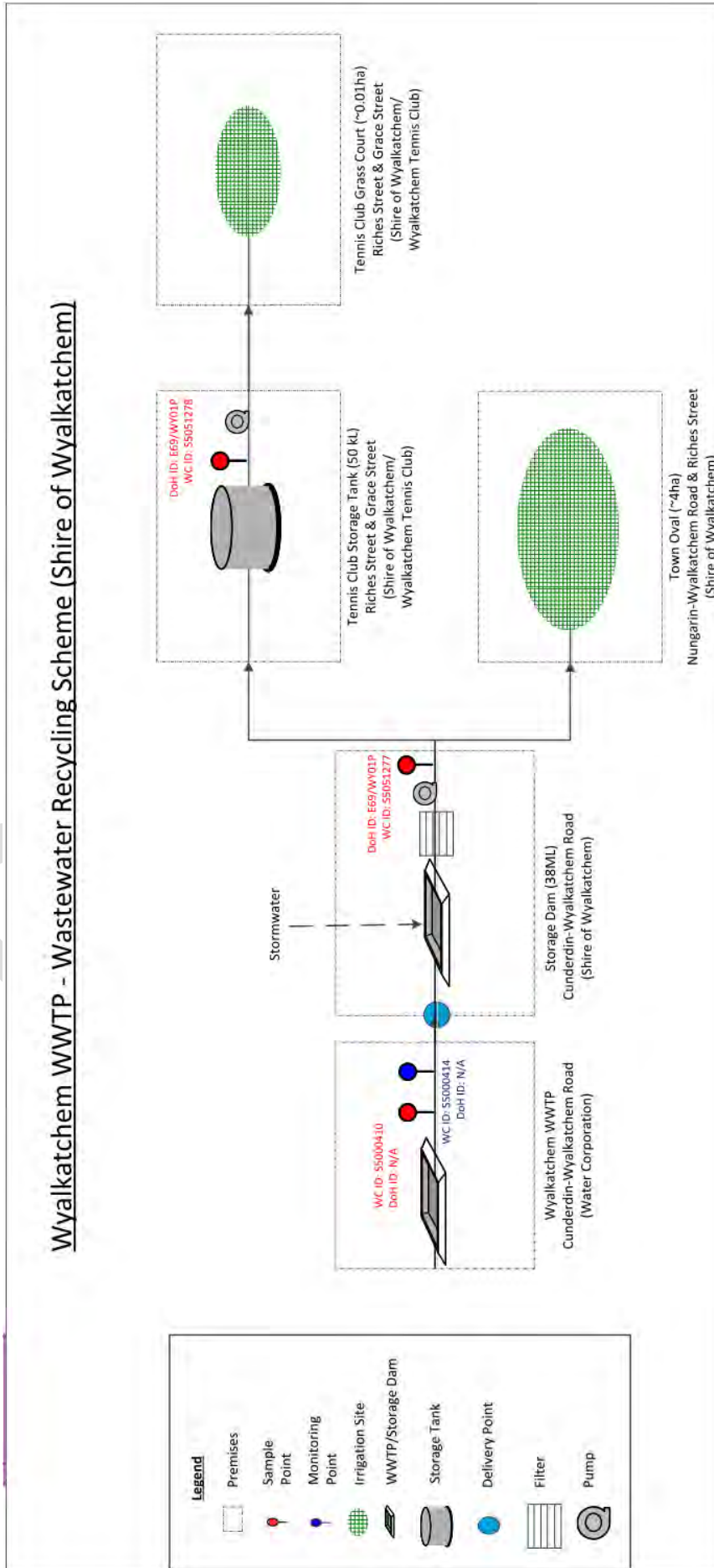
Schedule 3 – Not used

DRAFT

Schedule 4 Not used

DRAFT

Annexure A – Plan



Annexure B – Nutrient Irrigation Management Plan

DRAFT

Annexure C – Recycled Water Quality Management Plan

DRAFT

Annexure D – Process Control Table

DRAFT

Executed by the parties as an agreement:

**Signed for
Water Corporation**
by a duly authorised officer
in the presence of:

Witness

Authorised Officer

Name (please print)

Name (please print)

Date

Date

**The common seal of
Shire of Wyalkatchem**
is affixed to this
document:

Witness

Authorised Officer

Name (please print)

Name (please print)

Date

Date

MOU Treated Wastewater - Shire of Wyalkatchem

Water Corporation

and

Shire of Wyalkatchem

Freehills

AMP Building 140 St Georges Terrace Perth Western Australia 6000 Australia
Telephone 61 8 9211 7777 Facsimile 61 8 9211 7878
www.freehills.com.au DX 104 Perth

SYDNEY MELBOURNE PERTH BRISBANE SINGAPORE
Correspondent Offices HANOI HO CHI MINH CITY JAKARTA KUALA LUMPUR

Reference JR:CD:80303107

WA STAMP DUTY PAID SECTION 112V	
\$ EXEMPT	<i>[Signature]</i>
Duty	Signature
Item 2(7a)(a) THIRD S.H.	
587 & STAMP ACT	

This memorandum of understanding

is made on *12 October 2005* between the following parties:

1. **Water Corporation**, a statutory body corporate established under the Water Corporation Act 1995, of 629 Newcastle Street, Leederville, Western Australia
(Corporation)
2. The local government authority whose name and address are set out in Schedule 1
(Recipient)

Recitals

- A. The Corporation provides Treated Wastewater to certain local government authorities free of charge for the overall benefit of the communities that they serve and to the environment by reducing the amount of phosphates and nitrates introduced in that environment.
- B. The Corporation's and the Recipient's further objectives include:
 - (a) the reduction in cost to the Recipient and the community that it serves by reducing the use of water from the Corporation's Scheme;
 - (b) a reduction in the use of fertilizers by the Recipient and the community that it serves; and
 - (c) the better use and conservation of Western Australia's water resources.
- C. The Corporation has agreed to provide Treated Wastewater to the Recipient for use in the performance of its local government functions.
- D. This Memorandum defines the roles and responsibilities of the Corporation and the Recipient with respect to the efficient and effective supply of Treated Wastewater.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the Parties agree:

1 Definitions

In this Memorandum, unless the contrary intention appears:

Area means the area marked on the Plan, being an area under the Recipient's control;

Authorisations includes:

- a) any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Governmental Agency;

- b) the Operating Licence; and
- c) any consent or authorisation regarded as given by a Governmental Agency due to the expiration of the period specified by a statute within which the Governmental Agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute;

Commencement Date means the date on which the last party to sign this Memorandum signs;

Customer Charter means the charter from time to time in force under the Operating Licence;

Delivery Point means the delivery point described in Schedule 1 and as marked on the Plan;

Entitlement means the volume entitlement of Treated Wastewater (in kL) to be provided to the Recipient by the Corporation as stated in Schedule 1 which volume will be reviewed at the times specified in Schedule 1;

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

Infrastructure means the infrastructure to be implemented with respect to the supply of Treated Wastewater in accordance this Memorandum as set out in Schedule 1;

kL means kilolitre or kilolitres as the case requires;

Memorandum means this memorandum of understanding as executed by the parties;

Operating Licence means the operating licence granted to the Corporation under the *Water Services Coordination Act 1995*;

Plan means the sketch plan contained in Annexure A;

Quality Standards means the standards set out in Schedule 2;

Raw Wastewater means wastewater collected by the Corporation and treated at the Wastewater Treatment Plant;

Special Conditions means the special conditions set out in Schedule 1;

Term means the term of this Memorandum as is set out in Schedule 1, as varied by the Corporation from time to time;

Treated Wastewater means the treated wastewater to be supplied by the Corporation to the Recipient in accordance with the terms of this Memorandum;

Wastewater Treatment Plant means the Wastewater Treatment Plant described in Schedule 1 and located at the site marked on the Plan; and

water includes a reference to Treated Wastewater.

2 Supply of Treated Wastewater

- a) Subject to clause 9, the Corporation must provide to the Recipient the Treated Wastewater up to its Entitlement at the Delivery Point free of charge and on the provisions of this Memorandum, including the Special Conditions.

- b) Subject to clause 8, the Recipient will take at the Delivery Point Treated Wastewater up to its Entitlement on the provisions of this Memorandum, including the Special Conditions.
- c) Once the Corporation has delivered the Treated Wastewater to the Delivery Point the Recipient is deemed to have received the Treated Wastewater.

3 Infrastructure

The parties:

- a) acknowledge that new or modified Infrastructure may be required to supply the Treated Wastewater in accordance with this Memorandum; and
- b) must promptly comply with their obligations as to the Infrastructure as set out in Schedule 1.

4 Special Conditions

The parties must comply with the Special Conditions. If in the reasonable opinion of the Corporation there is any inconsistency between the Memorandum and any of the Special Conditions, then the Special Conditions will prevail to the extent of the inconsistency.

5 Corporation's Responsibilities

- a) The Corporation will collect Raw Wastewater in the Area and deliver it to the Wastewater Treatment Plant.
- b) The Corporation will treat all of the Raw Wastewater at the Wastewater Treatment Plant to ensure that it meets the Quality Standards.
- c) The Corporation will deliver the Treated Wastewater up to the Entitlement, to the Delivery Point.
- d) Once the Corporation has delivered the Treated Wastewater to the Delivery Point it has no further obligations with respect to that Treated Wastewater.

6 Authorisations

- a) The parties agree that the supply of Treated Wastewater under this Memorandum is subject to each of them holding, and continuing to hold, all of the relevant Authorisations.
- b) The parties will, at their own cost, provide one another with reasonable assistance to obtain and continue to hold all of the relevant Authorisations.
- c) If either party fails to hold any of the relevant Authorisations, the Corporation may, acting reasonably, suspend the supply of Treated Wastewater to the Recipient.
- d) The Corporation may determine, acting reasonably, to resume the supply of Treated Wastewater.

- e) Every year of the Term between the calendar months of October and December, each party will formally advise the other party that it holds all the relevant Authorisations and is complying with all conditions of those Authorisations.

7 Backflow prevention

The Recipient must from time to time:

- a) take all measures as the Corporation requires and approves, in that manner as the Corporation requires, to prevent backflow of water from the Recipient's services into the Corporation's reticulation distribution system; and
- b) at the Corporation's request, install, at the Recipient's cost, backflow prevention devices, pressure-sustaining valves, air breakers and other devices as the Corporation requires and approves.

8 Alternative uses of Treated Wastewater

If the Recipient can not take its full Entitlement the parties agree that they will work together to identify alternative uses for the Treated Wastewater.

9 Acknowledgments

The Recipient acknowledges and agrees that:

- a) the supply of Treated Wastewater by the Corporation will not be uniform or continuous;
- b) during the Term there may be times when the Corporation is unable to supply the full Entitlement for any reason whatsoever. During those times the Corporation is not required to supply, and the Recipient is not required to take the full Entitlement but only so much of the Entitlement that the Corporation is able to provide;
- c) the Corporation's obligations with respect to the Treated Wastewater end when the Corporation delivers it to the Delivery Point and the Corporation is not responsible for the Treated Wastewater in any way beyond that time;
- d) the Corporation will not be liable for any failure whatsoever to, or for any loss or damage of any kind suffered or incurred by the Recipient due, directly or indirectly, to:
 - (1) supply of any Treated Wastewater to the Recipient in any quantity or not; or
 - (2) assure a continuous and uniform supply of Treated Wastewater to the Recipient, or to supply the Recipient with the Entitlement,
 for any reason whatsoever, including any negligence by the Corporation or any of its officers, employees, agents or contractors;

- e) any water supplied will be non-potable and it must not be used for drinking water and the Recipient must not permit or allow the water to be used for human or animal consumption; and
- f) the Recipient must take the water in the condition and of the quality as it is delivered to it.

10 Indemnity

The Recipient must indemnify and keep indemnified the Corporation and each of the Corporation's officers, employees, agents or contractors against any loss or damage paid, suffered or incurred by them, or any of them, or claim made against them, or any of them, by any person, of any nature whatsoever and howsoever, arising out of, related to or connected with this Memorandum or any supply of, or failure to supply Treated Wastewater under this Memorandum, or in accordance with this Memorandum by the Corporation, except to the extent that any such loss, damage or claim may be partially or wholly attributable to any negligence on the part of the Corporation, or its officers, employees, agents or contractors that is established.

11 Termination

- a) In addition to any other rights, powers or remedies provided by law, either party may terminate this Memorandum at any time, subject to giving the other party at least 12 months notice in writing.
- b) In addition to any other rights, powers or remedies provided by law, the Corporation may by notice in writing served on the Recipient, terminate this Memorandum at any time with immediate effect if in the Corporation's opinion, acting reasonably, use of the Treated Wastewater by the Recipient or any other party, represents a threat to public health or is causing environmental damage.
- c) The Corporation will cease supplying Treated Wastewater to the Recipient upon that date which is the earlier of the date of termination of any Authorisation required by the parties under clause 6, the expiry of the Term, or a date determined by the Corporation under subclause (a) or (b).
- d) If this Memorandum is terminated, the Corporation will be under no obligation to supply and the Recipient will have no right or entitlement to receive any Treated Wastewater.
- e) The expiry or termination of this Memorandum will not affect any rights of the parties against one another in respect of any act, omission, matter, or thing occurring, or under this Memorandum prior to that expiry or termination.

12 Re-negotiation of Memorandum

If this Memorandum is terminated as a result of the expiry of the Term, the parties may re-negotiate the terms for the continued supply of Treated Wastewater to the Recipient. The terms of this Memorandum do not in any way limit the substance of re-negotiation between the parties.

13 Exclusion of warranties

So far as permitted by law, except for:

- a) the express terms and warranties set out in this Memorandum; and
- b) those implied terms or warranties that are imposed by law that are mandatory and cannot be excluded,

the Corporation gives no warranties regarding the Treated Wastewater, or any other goods or services supplied or to be supplied by it, whether relating to defects in quality or characteristics, or otherwise, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by act of Parliament, at common law, or otherwise howsoever, are expressly excluded.

14 Assignment

The Recipient will not, without the Corporation's prior written consent, assign, mortgage, charge or encumber this Memorandum or any part of it or any right, benefit, moneys or interest under it.

15 Severance

If any term or part of this Memorandum is or becomes for any reason invalid or unenforceable at law, then in that event that term or part of this Memorandum will be deemed to be severed from this Memorandum without thereby affecting the remainder of this Memorandum and the remainder of this Memorandum will continue to be valid and enforceable in all things.

16 Entire agreement

This Memorandum supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

17 Limitation of liability

Neither party will be liable to the other for any loss of business, loss of opportunity, loss of profit, loss of any contract or for any indirect or consequential loss or damage whether arising out of the breach of this Memorandum or otherwise, including without limitation, negligence.

18 Binding nature of Memorandum

This Memorandum is binding on the parties in accordance with its terms.

Schedule 1 - Particulars

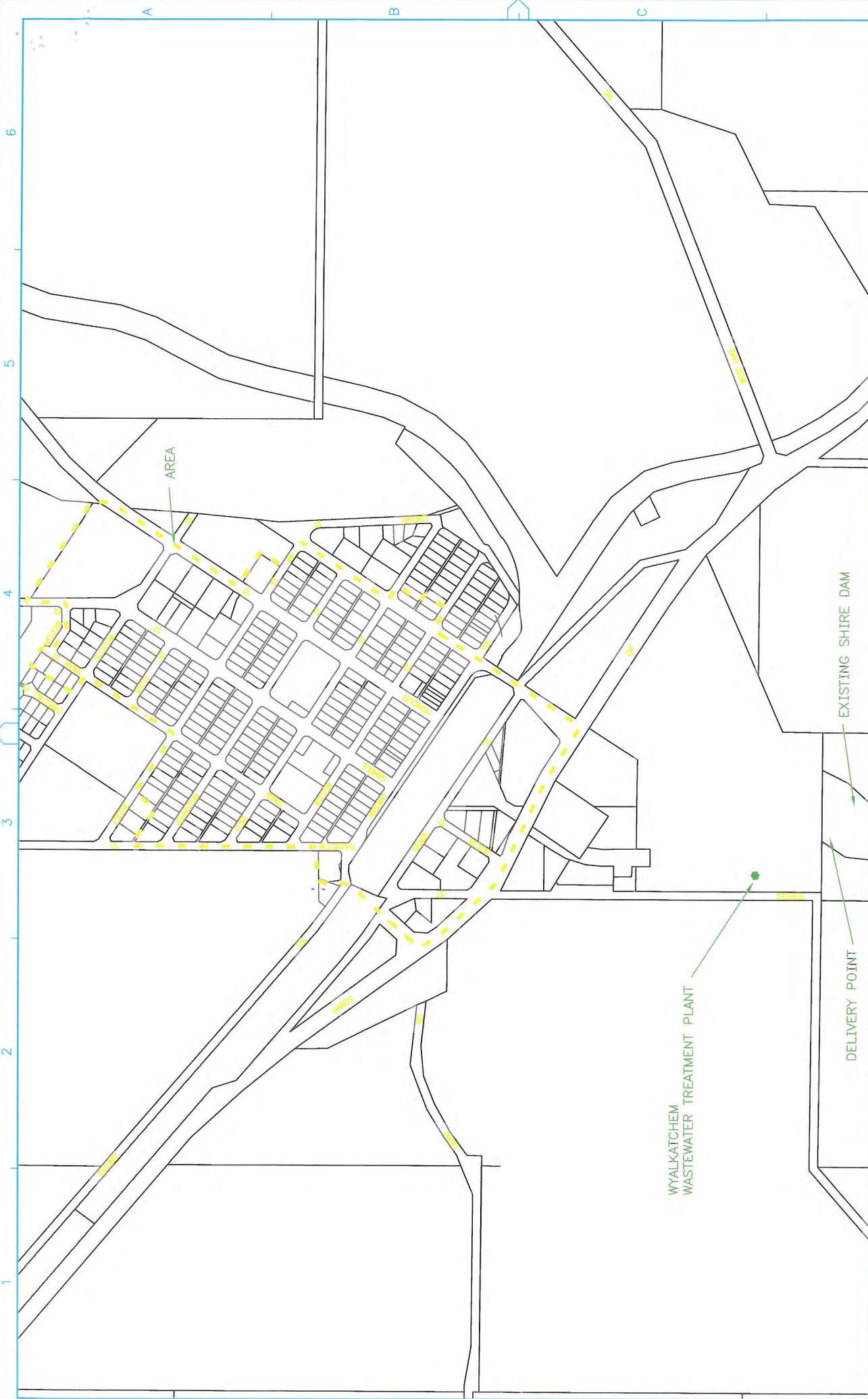
Name of Local Government Authority	Shire of Wyalkatchem
Address of Local Government Authority	Honour Avenue WYALKATCHEM WA 6485
Entitlement	40 KL/day (Annual mean daily)
Entitlement Review Times	2 yearly from the date of execution of this MOU.
Infrastructure Corporation's Infrastructure obligations	<ol style="list-style-type: none"> 1. Pumping Station to pump Treated Wastewater from Wyalkatchem WWTP to the existing Shire of Wyalkatchem Dam. 2. Pumping Main for item 1. 3. Operation and maintenance of the Pumping Station and Pumping Main. 4. Contribute up to \$20,000 to Shire of Wyalkatchem towards the extension of existing Shire dam, payable after the extension is complete. 5. Carry out land matters including surveying of land and easements as required to ensure the Wyalkatchem WWTP, Pumping Station, Pumping Main and the inlet gravity sewer are on Water Corporation controlled land.
Recipient's Infrastructure obligations	<ol style="list-style-type: none"> 1. Provide land and easements as required for the Wyalkatchem WWTP, Pumping Station, Pumping Main and the inlet gravity sewer for the sum of \$1(one dollar). 2. Maintain existing reuse pump station and pumping main until new Water Corporation Pumping Station is constructed or as advised otherwise by Water Corporation. 3. When required hand over parts of the existing pump station and pumping main to Water Corporation for use in Items 1 & 2 of the Corporation's Infrastructure obligations. 4. Automate the existing reuse reticulation system and reticulate early mornings and install signage in accordance with then current Department of Health guidelines.
Term	10 years with effect from the date of execution of this MOU.
Delivery Point	Outlet of the Pumping Main at the Shire of Wyalkatchem Dam as indicated on the Plan.
Wastewater Treatment Plant	Wyalkatchem WWTP
Special Conditions of Contract	Nil

Schedule 2 – Quality Standards of Treated Wastewater

Quality: (1995 – 2005)

	Unit	Range
pH	units	7.0 – 11.0
Suspended Solids	mg/l	10.0 – 400
BOD5	mg/l	5 – 30
Total Nitrogen	mg/l	5.0 – 50
Total Phosphorus	mg/l	3.0 – 25
Thermotolerant Col	cfu/100ml	5000 – 40000

Annexure A - Plan



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5
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1

A
B
C
D

DES CALC
DES CHD
DRN
S. CALLAWAY
Q.C. CHD
J. LUKIES

RECOMMENDED 25/08/2005
J LUKIES (SIGNED)
ASSET PLANNER
APPROVED 25/08/2005
C MARIANO (SIGNED)
MANAGER ASSETS

WYALKATCHEM WASTEWATER
WYALKATCHEM WASTEWATER TREATMENT PLANT
TREATED WASTEWATER RE-USE SCHEME

WATER CORPORATION

ORIGINAL SHEET SIZE
A3

FILE	NO1 2001 00459 V01	PLAN	CAD ISSUE
PROJECT	IA21-003-02-01		A MF

394

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PROJ\MGMT\CALLAWAY\SCHEM\SEWER\WYALKATCHEM\IA2100300201A 30/08/2005

Executed by the parties as an agreement:

**Signed for
Water Corporation**
by a duly authorised officer
in the presence of:

N. C. Mariano
Witness

N. C. MARIANO
Name (please print)

B. Kavanagh
Authorised Officer

BRIAN KAVANAGH
Name (please print)

**The common seal of
Shire of Wyalkatchem**
is affixed to this document
in the presence of:

W. Garner
Shire President

EDDIE GARNER
Name (please print)

Scott McKenzie
Chief Executive Officer

SCOTT MCKENZIE
Name (please print)





Government of Western Australia
Department of Health

Your ref:
Our ref: F-AA-21023
Enquiries: Clemencia Rodriguez (9388 4812)

Mr Peter Kocian
Chief Executive Officer
Corner of Flint St and Honour Ave
PO Box 224
Wyalkatchem W.A. 6485

Shire of Wyalkatchem	
RECEIVED	
19 JUL 2013	
<input type="checkbox"/> CEO	<input type="checkbox"/> DCEO
<input type="checkbox"/> SFO	<input type="checkbox"/> RFO
<input type="checkbox"/> CSO	<input type="checkbox"/> ESO
<input type="checkbox"/> PEHO	<input type="checkbox"/> WM
<input type="checkbox"/> VCC	<input type="checkbox"/> PRES
<input type="checkbox"/> OTHER	
File Ref 32-09-02	

Dear Mr Kocian

Water Recycling Assessment Report and Conditions of Approval – Shire of Wyalkatchem Recycling Scheme

I would like to thank you for the support provided to Water Corporation staff during the assessment of the Wyalkatchem Recycling Scheme during the visit conducted the 17 November 2011.

As you may be aware the Department of Health approved the Wyalkatchem Recycling Scheme on 11 of October 1999. Treated effluent from the Water Corporation’s Wyalkatchem Wastewater Treatment Plant is used to irrigate the Wyalkatchem Town Oval and the Tennis Club. It is acknowledge that the Bowling Club is no longer using treated effluent as per approved extension granted the 30 January 2002.

It is noted form our records, that the scheme is not sampled monthly during the months of operation. However, sample results in our data base indicate that the scheme is in compliance with the microbial water quality of the Low Exposure Risk Level of the *Guidelines for the Non-potable Uses of Recycled Water in WA (the Guidelines)*. Consequently, this Department endorsed the use of treated effluent mixed with stormwater prior to irrigation without disinfection subject to Council compliance with the monthly microbial water quality of E Coli equal or less than 1000 cfu/100mL and careful operation and management of the system.

The Water Recycling Assessment Report conducted by the Water Corporation identifies a number of areas that require your attention:

- Maintenance of irrigation infrastructure –
 - Above ground pipes and fittings should be painted purple in accordance with AS/NZS 3500.5:2000
 - Lack of fence in the inflow channel at the Shire’s storage dam
 - Storage tank at Tennis Club overflows directly into the ground. A sump or other suitable alternative is required to safely infiltrate any overflow

Environmental Health Directorate
Grace Vaughan House 227 Stubbs Terrace SHENTON PARK Western Australia 6008
PO Box 8172 PERTH BUSINESS CENTRE WA 6849
Telephone (08) 9388 4999 Facsimile (08) 9388 4955
www.health.wa.gov.au

- Scheme irrigation –
 - Inadequate irrigation of the Town oval during the day at the time of inspection
 - Lack of nutrient and irrigation management plan (NIMP)
- Written procedures –
 - Lack of Operation Management Plan of the irrigation system
- Warning signs –
 - Warning signs, in accordance with the attached conditions of approval, need to be located at the storage dam and irrigated areas as per Water Corporation report recommendations.
- Sampling Procedures –
 - Implement monthly sampling program as per attached conditions of approval.

Please find attached the amended conditions of approval for the Wyalkatchem Town Recycling Scheme. This approval covers the Department of Health requirements in accordance with the *Guidelines for the Non-Potable Uses of Recycled Water in Western Australia (2011)*.

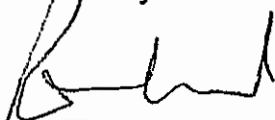
Please note that in accordance with the Guidelines the implementation of a Recycled Water Quality Management Plan (RWQMP) is required. I would appreciate if the Council would endeavour to complete and apply a RWQMP before the end of 2016. Information about the Guidelines and a RWQMP template can be found at:

http://www.public.health.wa.gov.au/2/643/2/recycled_water.pm

I would also appreciate it if you could provide a time frame for the implementation of corrective actions of the issues identified in the report and above mentioned by 30 November 2013.

If you would like to discuss this matter further please do not hesitate to contact the Water Unit of the Health Department on (08) 9388 4999.

Yours sincerely



Richard Theobald
Manager Water Unit
ENVIRONMENTAL HEALTH DIRECTORATE
 18 July 2013

cc Water Corporation
 EHO Shire of Wyalkatchem

W:\Public Health\EHD\Water Unit\WASTEWATER MANAGEMENT\RECYCLING\Schemes\F-AA-21023 Wyalkatchem Shire\Letter of approval.doc



Delivering a Healthy WA

Recycled Water Scheme Approval

APPROVAL NUMBER: E69/WY000

FILE NUMBER: F-AA-21023

COMMENCEMENT DATE OF APPROVAL: 11 October 1999

EXTENDED DATE OF APPROVAL: 30 January 2002

AMENDMENT CONDITIONS OF APPROVAL: 15 July 2013

NAME AND ADDRESS OF RECYCLED WATER SCHEME

Wyalkatchem Shire Recycling Scheme

LOCAL GOVERNMENT: Shire of Wyalkatchem

NAME AND ADDRESS OF WASTEWATER TREATMENT PLANT

Wyalkatchem Water Corporation Wastewater Treatment Plant

Wyalkatchem WWTP Cunderin-Wyalkatchem Road

Wyalkatchem WA 6485

Coordinates (31° 11'16.48"S, 117° 22'41.18"E)

NAME AND ADDRESS OF ALL RECYCLED WATER SITES

Site	Location	Coordinates
Wyalkatchem Town Oval	Nugarin-Wyalkatchem Rd and Riches St	(31° 11'11.31"S, 117° 22'49.45"E)
Wyalkatchem Tennis Club	Riches St and Grace St	(31° 11'0.22"S, 117° 22'58.02"E)

NAME OF OWNER: Shire of Wyalkatchem

ADDRESS OF OWNER

Corner of Flint St and Honour Ave

PO Box 224

Wyalkatchem W.A. 6485

Phone: 9681 1166

Fax: 9681 1003

Email: general@wyalkatchem.wa.gov.auNAME OF DUTY OF CARE HOLDER: Chief Executive Officer, Wyalkatchem
Shire

General Conditions of Approval

1. The recycled water scheme is to be operated in accordance with the Guidelines for the Non-potable Uses of Recycled Water in Western Australia (2011) and undertakings other than where they may differ from the conditions below.
2. The recycled water supply agreement between the Water Corporation as the supplier of the treated effluent and the Wyalkatchem Shire as the user of the recycled water shall be kept up to date and shall be revised if changes in the recycled water scheme occur.
3. These conditions of approval may be varied or withdrawn at the discretion of the Executive Director Public Health.
4. Any future changes or extensions to the reuse scheme to include additional recycled water reuse sites will require a separate approval from the Executive Director Public Health.

Monitoring and Reporting Conditions of Approval

5. The quality of recycled water used must comply with the limits in the Table below

Parameter	Compliance Value	Operational Monitoring Frequency
E.coli	< 1000 cfu/100mL	Monthly

6. Approval is subject to one sample of the recycled wastewater being collected from each site code and submitted for bacteriological examination. Sampling of *E.coli* must occur monthly. The minimum standard for the recycled water is an *E.coli* count which does not exceed 1000 organisms per 100 millilitres (< 1000 cfu/100mL). Copies of all results are to be forwarded to the Department of Health.
7. Samples must be collected from a location that is representative of the effluent stream. Sampling should be conducted in accordance with the DOH – “Standard Recycled Water Sampling Technique” pamphlet.
8. The sample codes to be used are:

New Site Code	Previous Site Code	Description/Coordinates
E69/WY01P	WY4/002	Shire Storage Dam Outlet Coordinates (31°11'21.04"S, 117°22'46.00"E)
E69/WY01E		Tennis Club tank outlet Coordinates (31°11'1.96"S, 117°22'57.69"E)

9. All recycled water samples must be analysed in a NATA registered laboratory for the analysis of wastewater in accordance with the current

"Standard Method for Examination of Water and Wastewater – APHA-AWWA-WEF" or in a laboratory and by a method approved by the DOH.

10. The DOH must be notified of any cessation of supply and other non-compliant results. If the E.coli is exceeded immediate re-sampling should be undertaken and an investigation will be required to determine the cause of the failure. If E.coli is exceeded on two consecutive occasions, supply should cease, an investigation undertaken and corrective action taken. Supply may resume when the problem has been rectified. The action/s taken to rectify the problem should be documented and submitted in the annual report
11. The scheme manager shall notify the Department of Health within 24 hours of becoming aware of any algae bloom event as per section 9.4 of the Guidelines for the Non-Potable Uses of recycled water in WA (2011)
12. The scheme manager shall notify the Department of Health within 24 hours of becoming aware of any sewage spill with a quantity that has pooled or ponded & can be pumped out as per the Wastewater Overflow Response Procedures (2011).

Operation and Maintenance Conditions of Approval

13. Areas to be irrigated should be clearly designated with signs in accordance with AS1319 – 1994 *Safety Signs for the Occupational Environment*. These signs must a minimum size of 20cm x 30cm on a white background with BLACK lettering of at least 20mm in height and worded as follows: 'Recycled Wastewater – Do not Drink / Avoid Contact'. The sign should also contain the recommended International Public Information – Drinking Water Symbol with the Prohibition Overlay in RED.



14. All above-ground recycled water fittings (pipework, valves, meters, backflow prevention devices, pit covers, solenoid covers etc) must be readily identifiable and distinguishable from potable water piping on the same site. The pipes should be clearly identifiable and coloured purple in accordance with AS 2700S:1996(P12). Outlets should be labelled, coloured purple and fitted with locked, keyed or bayonet type locks.
15. Irrigation is not to commence before 9.00pm and must cease at such time to provide a withholding period of nominally 4 hours or until the irrigated area is dry.
16. Recycled water irrigation should be only undertaken during dry weather conditions and regular inspections should be undertaken to ensure ponding or runoff does not occur.

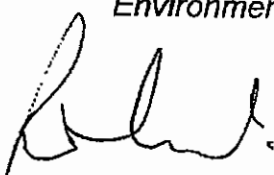
17. Spraying of buildings, drinking fountains, playgrounds or outdoor public eating areas or any other facility or area not intended for reuse is not permitted.
18. Spray drift is to be minimised by the selection of large droplet sprays and choice of spray height.
19. All wastewater ponds, storage dams and tanks shall be surrounded by a 1.8 metre wire mesh fence, with a lockable access gate and posted with warning signs.
20. All ponds and dams are to be maintained on a regular basis to ensure banks are kept free of weed growth at all times.

Recycled Water Management Plans

21. A Recycled Water Quality Management Plan (RWQMP) is to be written prior June 2016 and a draft copy forwarded to the DOH for assessment. Once approved the RWQMP is to be regularly reviewed and updated with all amendments forwarded to the DOH. The manual is to address the following sections:
 - **Operation and Maintenance of the Recycled Water Scheme.** The manual is to include procedures on:
 - The operation of the recycled water systems,
 - All required maintenance and monitoring,
 - Surveillance of operation and notation of any modifications,
 - Incident and Emergency Response Procedures covering situations including human contact, system failure, storm events exceeding design criteria and emergency events,
 - Contact names and telephone numbers of all people involved in the scheme.
 - Plans of the irrigation site along with all irrigation lines and irrigation schedule.
 - Training and Awareness Plan to ensure that only suitably trained personnel operate the treatment and irrigation system and that appropriate health and safety measures and procedures are in place to protect operators and any others exposed to wastewater, including training details for personnel with the potential to come into contact with effluent, education on the hazards posed by the recycled effluent and education on benefits of vaccinations
 - **Guidelines for Sampling the Recycled Water Scheme.** The manual shall include a procedure for the collection of samples, where to send them and what to do if results are elevated. In addition, the operator of the system is to request the Pathwest to

notify them when results are above the approved standard. This is to be written on the sample request form.

- **Plumbing** maintenance and alteration audits required once every five years, including backflow and cross-connection auditing if required.
 - **Annual Reports.** Annual reports are required to be sent to the Department of Health by 30 September each year as per the *Guidelines for the Non Potable Uses of Recycled Water in Western Australia 2011*. The report shall contain detail in accordance with Appendix K "Annual Report" of the Recycled Water Quality Management Plan Template.
22. Audit processes shall be conducted to ensure that the management system is functioning satisfactorily. It also provides a basis for review and continuous improvement.
- **Internal Audit.** An internal Audit of the recycled water supply system and Recycled Water Quality Management Plan (RWQMP) must be conducted every two years from the date of approval. The report shall be submitted to the DOH. The report must contain a plan showing the dual reticulation network supplied by the scheme at that time and any new major infrastructure, pump stations or additional treatment barriers in the system. Detailed information is required for any expansion of the network since the time of approval.
 - **External Audit.** An external audit of the recycled water supply system and the RWQMP must be conducted every five years from the date of approval. The report shall be submitted to the DOH. Plumbing maintenance and alteration audits required once every five years, including backflow and cross-connection auditing if required. The audit shall be conducted by a qualified person or company authorised by the DOH and shall be in accordance with the *National Water Quality Management Strategy Australian Guidelines for Water Recycling: Managing Health and Environmental Risks (Phase 1) 2006*.



Richard Theobald
delegate of
EXECUTIVE DIRECTOR
PUBLIC HEALTH
Date of Issue: 15 July 2013

W:\Public Health\EHD\Water Unit\WASTEWATER MANAGEMENT\RECYCLING\Schemes\F-AA-21023 Wyalkatchem Shire\Wyalkatchem Shire Approval.doc

Ian McCabe

From: Roman Harasymow <[REDACTED]>
Sent: Friday, 2 December 2016 12:03 PM
To: Ian McCabe
Cc: Angela Herzer; Sharon Broad
Subject: Wyalkatchem Recycled Water Supply Agreement

Hi Ian

I have some good news in that our Manager Legal Services has agreed to make the liability limits reciprocal at \$250,000 for the Wyalkatchem RWSA and all Local Government RWSAs going forward.

The Corporation is committed to the ongoing compliance with water quality requirements to ensure the long term viability of the Wyalkatchem scheme. The Corporation has, and continues to, invest in the Scheme to ensure the Shire receives quality recycled water free of charge for the overall benefit of the Wyalkatchem community.

I trust this now addresses the Shire's concerns. Please advise the Council's view on this and, on your instruction, I'll arrange for Angela Herzer to make up the 2 copies of the Agreement for signature.

Regards

Roman

Roman Harasymow
Business Development Manager
Customer & Industry Partnerships

E: [REDACTED]

T: [REDACTED]

A: 629 Newcastle St Leederville WA 6007
P: PO Box 100 Leederville WA 6902




Keep in touch     **W:** watercorporation.com.au

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8.4 MONTHLY OFFICER REPORTS

8.4.1 GOVERNANCE – REPORTING – OFFICER REPORTS TO COUNCIL – CHIEF EXECUTIVE OFFICER – NOVEMBER 2016

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	6 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE	All key indicators

SUMMARY:

That Council resolve the following:

1. **Accept the Chief Executive Officer's Report for November 2016 as presented.**

Appendix:

1. Project status summary.

Purpose of this report

This report is prepared by the Chief Executive Officer to provide Council and the community of Wyalkatchem with information about CEO activities and the operations of the Shire in meeting the purpose of the local government.

Our Purpose

The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.

Summary of Key Performance Indicators of the Chief Executive Officer:

- **Deliver budget commitments on time and on budget.** In leading a team, deliver capital and operational budget commitments within financial year and within budget;
- **Comply with Intergrated Planning and Reporting requirements** by the June 2017 ordinary meeting of council and publish any relevant document to the community;
- **Progress key strategic projects;**
- **Meet all compliance requirements of the Shire;**
- **Meet operational requirements of the community and Council.**

Comment:

There were 22 business days in November with no public holidays.

Unplanned leave in November totalled 14.5 days (three persons), comprising NIL days in Administration and 14.5 days (three persons) in Works. This compares with four days unplanned leave in October and 12 works days in November 2015. In all cases of unplanned leave, the Shire follows due process with support for all employees within the law and Council policy.

The construction of the four independent living units is now close to completion with handover scheduled for 16 December. The buildings are connected to utilities and have had concrete and other works to the site. Discussions have commenced with Wyalkatchem Senior Citizen's Homes Trust Inc. (WSCHTI) about tenanting and wait lists. This is a \$1.1 million joint project between the Shire of Wyalkatchem and the Wyalkatchem Senior Citizen's Homes Trust Inc. ('the Trust') and is supported by \$735,000 grant from the Royalties for Regions 'Country Local Government Fund.' The Council of the Shire of Wyalkatchem made a decision in 2012 to direct this fund toward this project as an investment in Wyalkatchem's future. The Trust has contributed \$300,000 to the project and will take full ownership of the units following completion.

Council met in forum 10 November to meet consultants RPS Group about the streetscape project. This project has a \$20,000 budget in 2016/17 to consult the public, Council and staff about the form and function of the main street and related small projects - the key output will be a report for Council providing options for a staged approach to improving the main street for residents, business and visitors

while being more aged friendly; there were also briefings from staff; updates about agenda items and operational reports; and discussion about policing and aged housing.

The ordinary meeting of Council was held 17 November to:

- Receive statutory reports (eg. financial reporting as required by regulation); monthly officer reports and project updates;
- Make decisions about: the Shire of Wyalkatchem 2015/16 Annual Report; Community grant application by Wyalkatchem Community Mart; authorising bush fire control officers; and make an amendment to an employment contract for the Manager of Works.

The CEO represented the Shire of Wyalkatchem 2 November with Cr Davies at the CEACA (Central East Aged Care Alliance) AGM and meeting at Merredin; 3 November Dowerin a meeting about the Heritage Rail Project being undertaken by the Shire of Dowerin; 7 November with MCG Architects and McGrath Homes about the independent living units; 18 November City of Melville, Local Government Managers Association Dementia Friendly Community workshop; 22 November Koorda, North Eastern Organisation of Councils, bi-monthly managers meeting; 22 November Leederville, West Australian Local Government Association (WALGA) Presidents' end of year function; 23 November with Crs Davies and Gamble, Curtin University / Sounding Board business group Wyalkatchem reception; 24 November Northam, Shire of Dowerin Heritage Rail Project.

CEO meetings included 8 November hospital administrator, regular meeting; 8 November, consultant, Pioneer Pathways tourism scheme; 10 November with Mrs Rachel Nightingale, Telstra area management about mobile black spots and internet services; 10 November with WA Contract Ranger Services about local animal control; 15 November with Chair, Wyalkatchem Senior Citizens Homes Trust Inc about the current project; 21 November a ratepayer about land repairs following gravel extraction by the Shire; 21 November representative of Friends of the Cemetery, regular meeting; 22 November local police about operational matter; 22 November with Water Corp about the proposed water recycle agreement; 25 November Wyalkatchem Senior Citizens Homes Trust representatives: independent living units; All Ages Forum; strategic planning; blinds for units; pre-handover inspection(s); insurance; home open; landscaping and reticulation; 28 November Dental Health Service about dental health services; 29 November Principal, Wyalkatchem District High School about community matters.

Management work in November included the joint project with Wyalkatchem Senior Citizens' Homes Trust Inc.; continued engagement with Water Corp about the Recycled Water Supply Agreement (for water re-use on the oval and tennis courts); discussion with the Community Resource Centre about visitors, library services, school holiday and other community programmes; a review of Council policies continued; and various matters related to staff, facilities and community relations, regular operational work and meetings with staff.

Most major projects as approved in the 2016/17 Shire of Wyalkatchem budget are underway with several tenders resolved in November. Please refer attachment 1 for a summary report.

Strategic work in November included regional issues; preparation for a planned forum of the aged March 2017; preparation for Photographic Exhibition April 2017 (with thanks to City of Belmont for their advice); commencement of planning for the 2017 Community Survey.

Council commitments in December include:

- 1 December WALGA Greater Eastern Country Zone meeting (Cr Davies and CEO);
- 1 December Council workshop (full Council);
- 2 December staff and Council Christmas / end of year function;
- 8 December NEWROC Health Strategy scoping meeting;
- 8 December Regional Development Australia workshop and training at Wyalkatchem: 'Benefit Cost Analysis', business case preparation;
- 13 December NEWROC Council meeting Nungarin; NEWROC end of year function Nungarin (Cr Davies and CEO);
- 15 December Ordinary meeting of Council;
- 15 December Electors' Meeting (Town Hall);
- Implementation of budget; preparation of Corporate Business Plan; continuation of independent living units project.

On behalf of Council and the staff of the Shire of Wyalkatchem, I would like to thank all suppliers and their families for their support throughout 2016 and we look forward to working with you in the New Year; sincere best wishes are extended to all residents and their families for a safe and happy Christmas, New Year and holiday; my personal thanks to all Councillors and their families for the high standard of representation they offer on behalf of the community and their support to staff in our

work on behalf of all; and my sincere thanks to all staff for the outstanding standard of work in 2016.

Please Note: the Shire Administration will close for Christmas 4pm Friday 23 December 2016, re-opening 9am Wednesday 4 January 2017. Staff will be on annual leave. The CEO will be on annual leave Monday 19 December to Friday 23 December inclusive and Mrs Claire Trenorden will be acting CEO for that period.

Are you Bushfire Ready?

Consultation:

Community, Staff and Council

Statutory Environment:

There is no direct statutory environment relevant to this issue.

Policy Implications:

There is no direct Council Policy relative to this report.

Financial Implications

There is no direct financial implication relative to this item.

Strategic Plan/Risk Implications

There are no direct Strategic/Risk Implications relative to this item.

Voting Requirements Simple Majority

Council Decision Number: 3395

Moved: Cr Holdsworth

Seconded: Cr Gamble

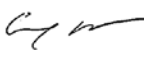
That Council resolve the following:

- 1. Accept the Chief Executive Officer's Report for November 2016 as presented.**

Vote: 7/0

Major Projects and Budget Initiatives							
Start Date	End Date	Work Days	% Complete	Project	Budgeted Value	Actual Value	Notes
4/10/2016	31/03/2017	129	55.8%	Front End Loader	\$318,182	\$299,505	Supplier selected; supply of unit February 2017
3/10/2016	30/06/2017	195	37.4%	Streetscape stage 1 (select contractor); stage 2 (consultation); stage 3 report and options; stage 4: integrate with planning and budgets.	\$20,000		WALGA eQuotes; seven potential suppliers invited to provide tender submission. RPS Data selected and consultation stage commenced 17 November.
29/09/2016	15/12/2016	56	Complete	Solar panels for admin' and medical centre, stage 1 (select contractors and system); stage 2	\$25,000	\$21,422	Installation 14 and 15 December 2016
1/07/2016	30/06/2017	261	64.0%	Shire office general works	\$30,482		Pavings repair has commenced; quotes for hot water system requested; other works yet to start.
1/07/2016	30/06/2017	261		Council Chambers	\$25,000		Scoping and obtaining of quotes commenced.
1/07/2016	30/11/2016	109	Complete	Bush Fire Shed	\$17,420		Requires signage and commissioning
1/07/2016	30/06/2017	261		Medical Centre minor works	\$5,000		Painting late 2016
1/07/2016	30/06/2017	261		Aged Friendly Community	\$25,000		Forum 8 March 2017
1/07/2016	30/06/2017	261		Netball Shelter	\$5,000		Quotes obtained for shelter; other works yet to be scoped.
1/07/2016	30/06/2017	261	64.0%	Shire housing - capital works and maintenance	\$42,780		
1/07/2016	30/06/2017	261	64.0%	Town Hall capital works	\$5,000		
1/07/2016	30/06/2017	261	64.0%	Recreation Centre - capital works, maintenance, paving	\$15,000		Pavers w/e 7/10/16; gutter works to be commenced.
1/07/2016	30/06/2017	261	64.0%	Pioneer Park reticulation and other works	\$12,900		Requires additional works to power - awaiting quote; power connection early November; works will be adjusted to maintain budget; may integrate with streetscape.
1/07/2016	30/06/2017	261	64.0%	Admin Park playground retic and shadesail	\$14,405		Reticulation completed
1/07/2016	30/06/2017	261	64.0%	Solar lighting Railway Tce / Grace St	\$20,000		PTA / Brookfield approval pending
1/07/2016	30/06/2017	261	64.0%	Aerodrome works	\$10,000		Potential lessees written to; power upgrade progressing.
1/07/2016	30/06/2017	261	64.0%	Railway Stn.	\$14,460		Complete early 2017
1/07/2016	30/06/2017	261	64.0%	Railway Barracks	\$36,727		Scope of works likely to be reduced as not all are necessary
1/07/2016	30/06/2017	261	64.0%	IT Development	\$10,000		Calendar year 2017
1/07/2016	30/06/2017	261		Cemetery Bins	\$1,800	NIL	Likely to be re-assessed with other works and programmed 2017/18
1/07/2016	31/10/2016	87	Complete	Tennis Club works (child care prep and maintenance)	\$22,500		Some external works and signage to complete
1/07/2016	30/06/2017	261		Natural Resource Management	\$38,000		Wheatbelt NRM briefing 13 Oct.
1/07/2016	30/06/2017	261	64.0%	Two way radio	\$25,000		
1/07/2016	30/06/2017	261	64.0%	Amazing Race	\$2,500		
1/07/2016	30/06/2017	261	64.0%	Wylie Fair	\$16,000		
1/07/2016	30/06/2017	261		Community well-being	\$25,000		
1/07/2016	30/06/2017	261	64.0%	Arts and Culture - photo exhibit April 2017	\$20,000		
1/07/2016	30/06/2017	261	64.0%	Waterwise Council			Awaiting advice from WaterCorp
1/07/2016	30/06/2017	261	64.0%	Active Smart			This programme ends in December 2016; the Shire will examine how the Active Smart concept can be adapted for Wyalkatchem's community health initiative.

8.4.2 GOVERNANCE – REPORTING – OFFICER REPORTS TO COUNCIL – WORKS MANAGER - NOVEMBER 2016

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Craig Harris Manager of Works
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	30 November 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE	2 – A prosperous and dynamic district. 4 – An effective voice. 5 – A well-managed and effective Council organization. 6 – Well utilised and effectively managed facilities and assets.

SUMMARY:

That Council resolve the following:

- 1. Accept the Works Managers Report for the month of November 2016 as presented.**

Road Maintenance and Projects:

Shoulder reinstatement has been completed on:

1. Yorkrakine West Rd (2.5 km). Budget of \$54k;
2. Wyalkatchem-Koorda Rd (4km). Budget of \$176k;
3. Wallambin Rd (500m). Budget of \$20k. In preparation for sealing to be undertaken in the first week of January.

The sealing works that were planned to be undertaken on Lewis Rd have been postponed. The decision has been made to return this section of seal back to gravel surface after stabilisation. Lewis Rd is classified as a local access road under our Road Hierarchy and runs parallel to Harrison Rd which is classified as a Local Distributor – Level 1 - and is about 1.5km away from this section.

We replaced a collapsed culvert on Cemetery Rd. This job took five days and was a complete replacement of an old concrete and wooden sleeper culvert.

Upcoming works:

Preparation of side tracks for culvert installation at two locations on the Wyalkatchem-Cunderdin Rd. Actual installation to be undertaken early next year.

Tammin-Wyalkatchem Rd – stabilisation and sealing 15 and 16 December.

Sealing works to be undertaken on the 4 and 5 January 2017 at the following locations:

	Road Name	Work Proposed	Total	Length (m)	Seal Width (m)	Seal Area (m2)
	Tammin Wyalkatchem	2 Coat Primerseal (14/7)	\$ 112,200	2,230	4.40	9,812
1	Nembudding South	Single 10mm, CL170	\$ 94,419	1,350	7.20	9,720
2	Nembudding South	Single 10mm, CL170		2,000	6.90	13,800
3	Wyalkatchem North	Single 10mm, CL170	\$ 66,000	2,410	6.40	15,424
4	Scott Street	Single 10mm, CL170	\$ 12,000	170	11.20	1,904
5	Esegood	2 Coat S35E PMB (14/7)	\$ 30,700	1,130	3.60	4,068
6	Wallambin	2 Coat S35E PMB (14/7)	\$ 20,000	500	4.90	2,450

Yorkrakine West Rd – 10 November



Wallambin Rd – 30 November



Koorda Rd – 30 November



Cemetery Rd – 29 November



Lewis Rd – 18 November



Gravel Pits

Wayne Metcalfe's pit has been expanded with a reserve of about 2,000m³.

Steve Gamble's pit has had about 2,000m³ extracted and will be rehabilitated when we next undertake dozer push operations.

Wesley Metcalfe has approved for gravel to be extracted from two different locations on his property on Davies South Road.

Ranger Service:

No major Ranger incidents to report.

Town Maintenance Program:

The electric motor which is used to irrigate the oval failed in the second week of November. A diesel pump we had on hand was used to irrigate the oval whilst this electric pump was down. It proved difficult to apply the same amount of water and has resulted in a significant browning off of the outfield. With a new motor and refurbished pump installed as of 30 November the oval should recover quickly.

Plant and Equipment:

New Loader delivery is scheduled for the end of February 2017.

Statutory Environment:

There is no statutory environment relevant to this issue

Policy Implications:

There is no Council Policy relative to this report.

Voting Requirements Simple Majority

Council Decision number: 3396

Moved: Cr Gamble

Seconded: Cr Jones

That Council resolve the following:

1. Accept the Works Managers Report for the month of November 2016 as presented.

Vote: 7/0

8.4.3 GOVERNANCE – REPORTING – OFFICER REPORTS TO COUNCIL – GOVERNANCE AND EMERGENCY – NOVEMBER 2016

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Rachel Nightingale Administration Officer
AUTHOR'S SIGNATURE:	<i>R. Nightingale</i>
DATE REPORT WRITTEN:	6 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE	1 – Healthy, strong and connected communities. 2 – A prosperous and dynamic district. 4 – An effective voice. 5 – A well-managed and effective Council organisation. 6 – Well utilized and effectively managed facilities and assets

SUMMARY:

That Council resolve the following:

- 1. Accept the Governance and Emergency Report for the month of November 2016 as presented**

Appendix

There is no attachment to this report

Emergency Services

Firebreak inspections were carried out on town and rural properties by WA Contract Ranger Services. Problem properties were identified and the owners contacted where possible.

I attended the District Emergency Management Committee Meeting (DEMC) 3 November 2016. Discussions included the State Emergency Management Committee (SEMC) having a name change to the Office of Emergency Management (OEM). OEM will now administer the Western Australia Natural Disaster Relief and Recovery Arrangements (WANDDDRA). A risk management workshop followed the DEMC meeting. This was in order for agencies to brainstorm existing controls and treatments for some of the risks affecting the Wheatbelt. These risks were rated and improvements to controls noted. Another risk workshop will be held 28 February 2017.

With regards to adapting the airport to be a forward base for water bombing, Mark Giblett from the Department of Parks and Wildlife is awaiting on confirmation from all fire agencies that Wyalkatchem will be required as a forward base for water bombing activities.

Health and Safety

Safe Work Method Statements and Safe Work Procedures are next on the schedule for Health and Safety. These will be formulated with the works crew.

In accordance with section 2.2 (3) of the *Occupational Safety and Health Regulations 1996* Christopher Adams has been identified from the works crew to attend the first part of the Safety and Representatives course. Christopher will attend the second part in February.

Chain of responsibility documentation was put out to the works crew to ensure that when any load is being carried on vehicles it is properly restrained.

Information with regards to having an overarching set of arrangements for all of the Shires facilities has been brought to our attention by insurer, LGIS. In order to satisfy compliance requirements we will be working alongside senior risk consultant, Greg Cooke in drawing up emergency arrangements and comprehensive evacuation diagrams for each facility.

Governance

The day care facility opened 7 November. Leanne Rodgers is operating this as her own business and at the moment is open Monday through to Thursday.

The hairdresser is operating approximately fortnightly out of the Airport terminal building. We are looking at other options for the hairdressers within the town.

The proposed Key Performance Indicators have been sent to Price Consulting in preparation for the CEO review to be undertaken in March 2017.

Consultation:

Leanne Rodgers	Wyalkatchem Family Day Care Co-ordinator
Ian McCabe	CEO
Jodie Taylor	Contract Ranger Services
Sue Tulip	The head Shed
Greg Cook	LGIS

Statutory Environment:

Local Government Act 1995

Local Government (Administration) Regulations 1996

Occupational Safety and Health Act 1954

Policy Implications:

There is no Council Policy relative to this report.

Financial Implications

There are no financial implications relative to this item

Strategic Plan/Risk Implications

There are no direct Strategic/Risk Implications relative to this item.

Voting Requirements Simple Majority

Council Decision Number: 3397


Moved: Cr Holdsworth **Seconded:** Cr Garner

That Council resolve the following:

- 1. Accept the Governance and Emergency Report for the month of November 2016 as presented.**

Vote: 7/0

8.4.4 GOVERNANCE – REPORTING - PRINCIPAL ENVIRONMENTAL HEALTH OFFICER REPORT: November, 2016

FILE REFERENCE:	13.05.01
AUTHOR'S NAME AND POSITION:	Bill Hardy Principal Environmental Health Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/RESPONDENT/LOCATION:	Shire of Wyalkatchem
DATE REPORT WRITTEN:	9 December 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE:	1.1.2 Promote regional health solutions; 2.6 Effective enforcement of local laws and regulation; 5.2 A customer focussed organisation.

SUMMARY:

That Council resolves the following:

- 1. Accept the Principal Environmental Health Officer Report for November 2016 as presented.**

Appendix/Appendices: There is no attachment to this report

Comment:

Principal Environmental Health Officer (PEHO) Position.

The Environmental Health Officer attends the Wyalkatchem office each Thursday. The PEHO took two weeks off as annual leave this month so was away on the 17 and 24 of November.

Food Premises and Public Buildings.

The PEHO has continued with routine inspections of Food Premises, Public Buildings and private pool fencing under the Building Regulations.

Water sampling.

The PEHO sampled the water from the swimming pool and the reuse water used for the oval and the tennis club. The results continue to comply with the Health Department requirements.

Town mosquito issues.

There have been a number of complaints about biting mosquitoes in the town area. The PEHO thinks that the most likely local breeding sites would be unscreened rainwater tanks or septic tanks that are not sealed. The shire issued a notice asking residents to ensure that measures are taken to stop mosquito breeding around their houses but it seems there are still problems.

As a consequence the PEHO walked the unsewered section of Wyalkatchem to look for any obvious problems. Unfortunately there were very few people at home but from a general look around the area no obvious breeding sites were seen.

The PEHO will seek advice from the entomologists at the Health Department about how to move forward from here. It may be possible to trap some of the mosquitoes to identify their species. This could indicate the type of site where they may be breeding.

Mice complaint.

The PEHO received a complaint about mice in Flint St. He inspected the properties concerned but could not find any particular breeding site.

Upcoming events.

The current PEHO has resigned from the position and the NEWHealth scheme which will soon be advertising for a replacement. The current PEHO has offered to continue in the position until a replacement is found and do a handover.

Consultation:

Ms R Nightingale, Shire Administration Officer

Statutory Environment:

Health Act 1911

Health (Public Buildings) Regulations 1992

Health (Aquatic Facilities) Regulations

Food Act 2008

Building Act 2011 and Building Regulations 2012

Policy Implications:

Nil.

Voting Requirements: Simple Majority

Council Decision Number: 3398

Moved: Cr Garner


Seconded: Cr Jones

That Council resolves the following:

- 1. Accept the Principal Environmental Health Officer Report for November 2016 as presented.**

Vote: 7/0

8.4.5 GOVERNANCE – REPORTING – OFFICER REPORTS TO COUNCIL – COMMUNITY AND ECONOMIC DEVELOPMENT OFFICER–DECEMBER 2016

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Mikahla Wells Administrative Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	28 November 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE	1 – Healthy, strong and connected communities. 2 – A prosperous and dynamic district. 4 – An effective voice. 6 – Well utilised and effectively managed facilities and assets.

SUMMARY:

That Council resolve the following:

- 1. Accept the Community and Economic Development Officer's Report for the month of November 2016 as presented.**

Appendix

1. ActiveSmart Results as of 19 November

Comment:

The pool inflatable received as part of the Youth Friendly Communities grant was finally unveiled at an event on 1 November. With school closing early the inflatable was erected and a sausage sizzle and music were put on for everyone to enjoy. All reports seem positive with pool manager Steve O'Hare very happy with the inflatable.

A KidSport meeting was held in Northam to inform involved representatives of changes to the KidSport system including online applications, Financial Assessors and exemption criteria. Leading on from this session I met with Jo McNee, representative of Junior Cricket and Football, to run through the changes and the clubs responsibilities to ensure they receive the appropriate funding.

After meeting Friends of the Cemetery representative Kylie Eaton it was decided to put off any Cemetery projects until next financial year when the Shire can dedicate more of the budget to this area to achieve greater outcomes.

Two grants applied for to boost the 2017 Live Lighter Wyalkatchem Fair have been successful with the results of the National Youth Week funding still to be decided. Healthway and the Road Safety Commission are supporting the event while allowing us to promote Live Lighter and Restraints messages throughout the afternoon. This aligns with Council's Strategic Community Plan outcome 'Healthy, Strong and Connected Communities.'

The official ActiveSmart program is set to finish up at the end of the year. Program coordinator Michaela Haley sent through details on Wyalkatchem participants and results up to week four of the final Coaching Call round (19 November). These results show that Wyalkatchem had a higher percentage of 74 to 87 year olds participate in the program than all of the Local Governments and that 55% of goals have already been achieved. More results can be found in Appendix 1. Dr Emmanuel Awogun was pleased with the results and is keen to work with the Shire to implement some simple programs to encourage continuation of the healthy lifestyles brought about through the program.

Emmanuel is also enthusiastic about the In a Better Place forum to be held in March 2017. He is prepared to give a talk about specific issues in Wyalkatchem and has made some suggestions as to other professionals whose attendance may be beneficial to the forum.

Consultation:

Rachel Nightingale	Governance Officer
Michaela Haley	ActiveSmart Coordinator
Dr Emmanuel Awogun	General Practitioner Wyalkatchem/Koorda
Mat Mildwaters and Steve O'Hare	Contract Aquatic

Paul Goodley	Kidsport Project Officer
Lynsey Gawley	CRC Coordinator
Kylie Eaton	Friends of the Cemetery Representative
Jo McNee	Treasurer Wyalkatchem Junior Football and Junior Cricket

Statutory Environment:

There is no statutory environment relevant to this issue

Policy Implications:

There is no Council Policy relative to this report.

Voting Requirements Simple Majority

Council Decision Number: 3399

Moved: Cr Gamble **Seconded** Cr Garner

That Council resolve the following:

- 1. Accept the Community and Economic Development Officer's report for November 2016 as presented**

Vote: 7/0

Attachment 1

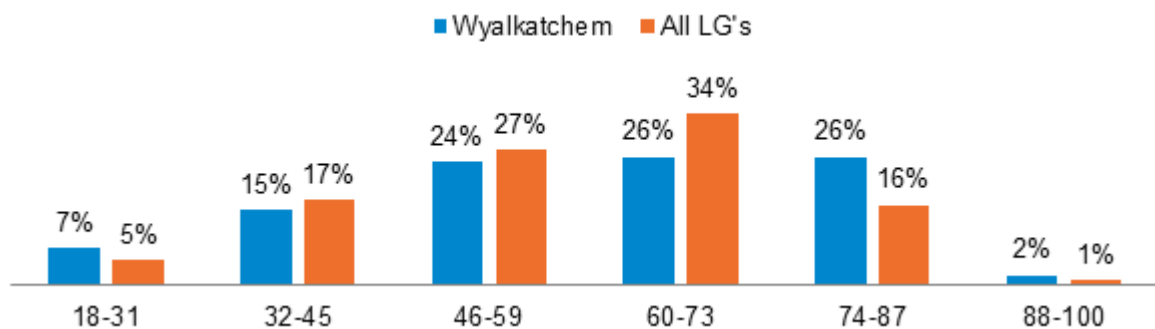
What is ActiveSmart?

ActiveSmart is a behaviour change program aimed at increasing physical activity (including participation in sport, recreation and day-to-day activities such as walking) and improving community connectedness. ActiveSmart focuses on achieving long term, sustainable changes to an individual's physical activity behaviours. It uses phone coaching coupled with other community touch points to help participants achieve their goals over a sustained period.

Who from Wyalkatchem participated?

Wyalkatchem has 94 ActiveSmart participants, with approximately 30% of households (73) having at least one ActiveSmart participant. The participant pool is comprised of majority females (60%).

The below graph outlines the age ranges of Wyalkatchem participants in comparison to the combined age range of the total participant pool.



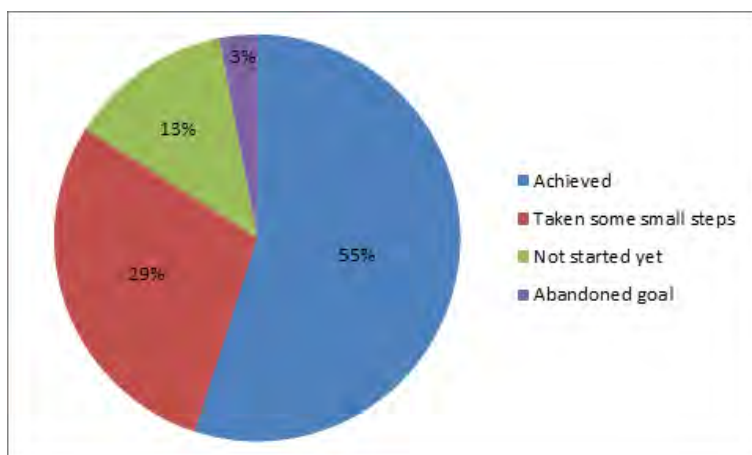
Top three activities people in Wyalkatchem are setting their goals around

Shire	Goals	% of participants
Wyalkatchem	Walking	55%
	Cycling	14%
	Gym	10%

Top three most frequently commented gaps in service

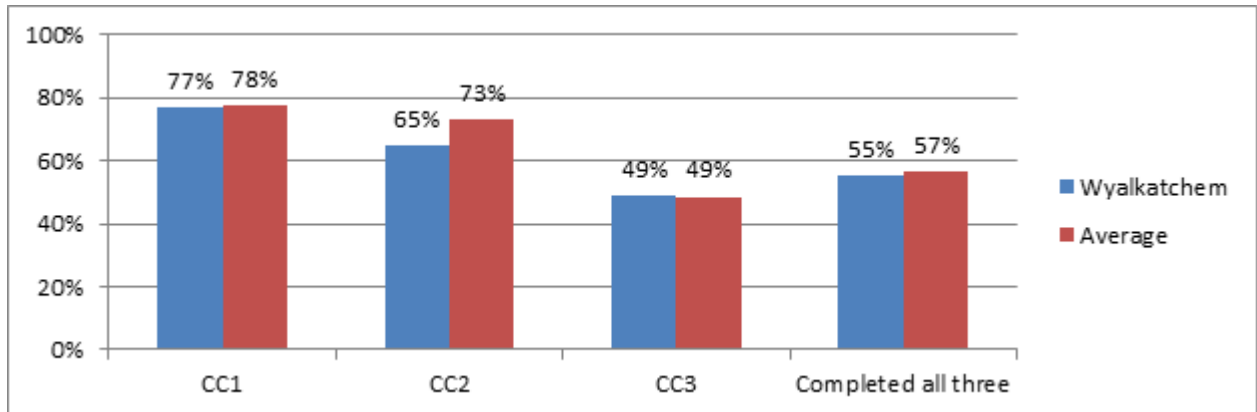
1. Heated swimming pool
2. Yoga / Pilates
3. Footpath / cycling infrastructure update (lights at night)

Participants progress on achieving goals



Participant retention

** please note CC3 and all three completed is lower due to there still being two weeks left to complete calling*



Feedback on service provided (participants asked to rank services out of 10, 10 being the excellent)

Good fact: 79% of participants ranked the coaching calls a 7+ to helping them achieve their goals

Would you recommend ActiveSmart to others?

9 out of 10 participants would recommend ActiveSmart to others.

Has ActiveSmart changed your life for the better?

7 out of 10 participants have said that ActiveSmart have changed their lives for the better.

Wyalkatchem participant comments

Has been making quite an overall lifestyle change with activity and healthy eating over the last couple of months and has lost a bit of weight. She uses being active to help with her joints.

She has bought new bathers and is so determined and excited to go for a swim with her children every second day. Really enjoyed the program and appreciates the support.

Really positive about the program. Said it has definitely helped and found the phone calls particularly helpful. Has been doing lots of walking and Rob and his wife have just bought bikes.

- 9. Motions of which previous notice has been given**
- 10. Questions by members of which due notice has been given**
- 11. New business of an urgent nature introduced by the presiding person**
- Cr Davies handed out christmas presents to staff and councillors
- 12. Matters for which the meeting may be closed - 12.1 Personnel - CEO performance review quotes**

Confidential Item

12.1 - Personnel - Performance appraisal - Chief Executive Officer

Voting Requirement: Absolute Majority

Council Decision Number: 3400

Moved: Cr Jones

Seconded: Cr Garner

That the meeting be closed to members of the public in accordance with the *Local Government Act 1995, Part 5, and Section 5.23* of the Act

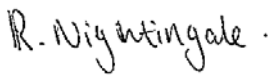
**Under the *Local Government Act 1995, Part 5, and Section 5.23*, states in part:
(2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following:**

- (a) a matter affecting an employee or employees;**
- (b) the personal affairs of any person;**
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;**
- (d) legal advice obtained, or which may be obtained by the local government and which relates to a matter to be discussed at the meeting;**
- (e) a matter that if disclosed, would reveal:**

- (i) a trade secret**
- (ii) information that has a commercial value to a person or**
- (iii) information about the business, professional, commercial or financial affairs of a person,**

Vote: 7/0

12.1 PERSONNEL – PERFORMANCE APPRAISAL - CHIEF EXECUTIVE OFFICER

FILE REFERENCE:	22.19
AUTHOR'S NAME AND POSITION:	Rachel Nightingale Governance and Emergency Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	30 November 2016
DISCLOSURE OF INTEREST:	The author has a financial interest in this matter.

SUMMARY:

1. That Council resolve to approve Price Consulting as the suitable consulting group for the Chief Executive Officer's Annual Review for the period 1 January 2016 to 31 December 2016.

Appendix:

Appendix 1 Price Consulting Group quotation

Appendix 2 John Phillips Consulting quotation

Appendix 3 Chandler Macleod quotation

Background:

It is a legislative requirement to conduct a CEO performance review;

5.38 Local Government Act 1995: Annual review of certain employees' performances.

' The performance of each employee who is employed for a term of more than one year, including the CEO and each senior employee, is to be reviewed at least once in relation to every year of the employment;'

Council resolved to form a new employment contract with the employee Ian McCabe as CEO at the meeting 18 February 2016 (decision 3247, Minutes for OMC 18 February 2016)

The following clauses apply to performance review:

4.2 Performance Criteria and performance review

Your performance under this contract, must be reviewed and determined by the Reviewer –

- (a) By reference to the Performance criteria;*
- (b) At least annually; and*
- (c) More frequently if the council or You perceives there is a need to do so and, in that case, gives to the other party a Review Notice.*

4.3 Selection of reviewer

(1) The council, in consultation with You, is to determine, in respect of each review under clause 4.2 –

- (a) who the Reviewer is to be; and*
- (b) whether the Reviewer is to be accompanied or assisted by any other person and, if so, the identity of that person.*

(2) For example, the Reviewer may be –

- (a) the Council;*
- (b) a committee to which the conduct of the performance review has been delegated by the Council under section 5.16 of the Act; or*
- (c) a person or body who has been authorised by the Council to conduct the performance review*

(3) For the avoidance of doubt, if the council and You are unable to agree on any of the matters set out in sub clauses 4.3(1)(a), the Council is to make the relevant determination.

Comment

As per section 4.3 2(c) of Ian McCabe's employment contract quotes were sought from John Phillips Consulting, Chandler Macleod and Price Consulting to conduct the review. All produced comprehensive quotes. Price Consulting however appear to be the most suitable and qualified for what was required

Statutory Environment

Local Government Act 1995 s.5.16

Policy Implications:

There is no Council Policy relative to this issue.

Financial Implications:

This is an item allowed for in the budget

Strategic Plan/Risk Implications:

Not applicable

Voting Requirements: Simple Majority

Council Decision Number: 3401

Moved: Cr Jones

Seconded: Cr Holdsworth

1. That Council resolve to approve Price Consulting as the suitable consulting group for the Chief Executive Officer's Annual Review for the period 1 January 2016 to 31 December 2016.

Vote: 7/0

Shire of Wyalkatchem

Quotation

**CEO Performance Review
2015/16
(RFQ)**

CONFIDENTIAL

Prepared by: Di Jasas
August 2016

Shire of Wyalkatchem Chief Executive Officer Annual Performance Review 2016

COMMERCIAL IN CONFIDENCE

Shire of Wyalkatchem

CEO Performance Review using 360 Degree Leadership Assessment

September 2016

Lucinda Tate (M.Psych, B.Sc hons, B A)
Principal Consultant Psychologist (Registered)
E: lucinda.tate@chandlermacleod.com
P: 08 9217 0565

Council Decision Number: 3402

Moved: Cr Jones

Seconded : Cr Holdsworth

That the meeting be opened to the public

Vote: 7/0

13.0 Closure of Meeting: 16.23