



Agenda

of the

Ordinary Meeting of Council

To be held

on

Thursday

20

October 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	16
1.1	The Presiding person will declare the meeting open	16
1.2	The Shire of Wyalkatchem disclaimer will be read aloud	16
2	Public question time	16
2.1	Response to previous questions taken on notice	16
2.2	Declaration of public question time opened	16
2.3	Declaration of public question time closed	16
3	Record of attendance, apologies and approved leave of absence	16
3.1	Present	16
3.2	Apologies	16
3.3	On leave of absence	16
3.4	Staff	16
3.5	Visitors	16
3.6	Gallery	16
3.7	Applications for leave of absence	16
4	Petitions, deputations and presentations	16
4.1	Petitions	16
4.2	Deputations	16
4.3	Presentations	16
5	Confirmation of minutes from previous meeting	17
5.1.1	Meetings – Confirmation of minutes – Ordinary Meeting – 15 September 2016	17-18
6	Announcements by presiding person	19
7	Matters for which meeting may be closed	19
8.1	Land use and planning – There are no items this month	19
8.2	Financials	20
8.2.1	Financial Management – Financial Reporting – Monthly Financial Report – September 2016	20-53
8.2.2	Financial Management – Financial reporting – Payment listings – September 2016	54-58
8.3	Officer reports to council	59
8.3.1	Water Supply Agreements – Agreements – Recycled Water Supply Agreement	59-104
8.3.2	Community Service – Service provision – Aged care services – CEACA - delegates	105-106
8.4	Monthly officer reports	107
8.4.1	Governance – Reporting – Officer reports to council – Chief Executive Officer – September 2016	107-113
8.4.2	Governance – Reporting – Officer reports to council – Manager of Works – September 2016	114-117
8.4.3	Governance – Reporting – Officer reports to council – Governance and Emergency Officer – September 2016	118-121
8.4.4	Governance – Reporting – Officer reports to council – Principle Environmental Health Officer report – September 2016	122-124
8.4.5	Governance – Reporting – Officer reports to council – Community and Economic Development Officer report – September 2016	125-126
9.	Motions for which previous notice has been given	127

10.	Questions by members of which due notice has been given	127
11.	New business of an urgent nature introduced by the presiding person	127
12.	Matters for which meeting may be closed – no items	127
13.	Closure of meeting	127

CONTENTS

Agenda of the Ordinary Meeting of Council to be held in Council Chambers, Cnr Honour Avenue and Flint Street, Wyalkatchem on Thursday 20 October 2016.

1. DECLARATION OF OPENING

1.1 The Shire President will declare the Meeting open.

1.2 The Shire of Wyalkatchem disclaimer will be 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

2.3 Declaration of public question time closed

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

3.1 Present:

3.2 Apologies:

3.3 On leave of absence:

3.4 Staff

3.5 Visitors:

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 15 SEPTEMBER 2016

FILE REFERENCE:	Minute Book
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/ RESPONDENT/LOCATION:	Shire of Wyalkatchem
DATE REPORT WRITTEN:	13 October 2016
DISCLOSURE OF INTEREST:	Not applicable
PREVIOUS MEETING REFERENCE:	Not Applicable

SUMMARY:

1. Confirm the minutes as an accurate record of the Ordinary Meeting of Council held on 15 September 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:

Moved:

Seconded:

Officer Recommendation:

That Council resolve the following:

1. **Confirm the minutes as an accurate record of the Ordinary Meeting of Council held on 15 September 2016.**

Vote:

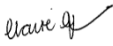
6.0 Announcements by Presiding Person

7.0 Matters for which meeting may be closed

8.1 Land use and Planning - there are no items this month

8.2 FINANCIALS

8.2.1 FINANCIAL MANAGEMENT – FINANCIAL REPORTING – MONTHLY FINANCIAL REPORT – SEPTEMBER 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:	12 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
PREVIOUS MEETING REFERENCE:	OMC 16 September 2016 Council decision number: 3351
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 September 2016.

Appendix:

1. Monthly Financial Report for the Period Ended 30 September 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:

September 2016 Financial Statements:

- Yearly operating revenue is \$1,825,595 inclusive of net rate income of \$1,142,084 (net of prepaid rates and discounts) – 56% of Budget
- Yearly operating expenditure is \$847,091 – 25% of Budget
- Yearly capital expenditure is \$312,168 – 10% of Budget
- Yearly capital revenue is \$618,126 – 29% of Budget

- Net current assets as 30 September 2016 are \$1,825,595

Operating Revenue: Total operating revenue is 56% 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 \$1,062,723 and discounts applied equate to \$18,511. Approximately 80% of Rates have been collected to date, with \$244,479 outstanding.

Operating Expenditure: Total operating expenditure is 25% of the Annual Budget.

Capital Expenditure: Total Capital Expenditure (\$312,168) is 10% of the Annual Budget (\$3,103,273).

Land and Buildings	\$205,695	1 Slocum St, Bush Fire Truck Shed, Recreation Centre, Tennis Club, Railway Station and Senior Citizens project are all in progress as of September 2016.
Plant and Property	\$20,864	The turf roller replacement has been completed for 2016/17.
Roadworks	\$63,699	
Other Infrastructure	\$8,223	Pioneer Park works are in progress as of September 2016.
Transfers to Reserves	\$4,830	

Net Assets: Net Current Assets as at 30 September 2016 amounts to \$1,825,595. This is in the majority comprised of Municipal funds (\$1,497,548).

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:

Moved **Seconded:**

Officer Recommendation:

1. **Receive the statement of financial activity for the period ended 30 September 2016**

Vote:

Shire of Wyalkatchem

MONTHLY FINANCIAL REPORT

For the Period Ended 30 September 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

Shire of Wyalkatchem
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 September 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	1,000	1,112	112	10.0%	
General Purpose Funding		1,068,785	260,395	269,078	8,683	3.2%	
Law, Order and Public Safety		38,962	0	1	1	100.0%	
Health		51,273	0	0	0		
Education and Welfare		0	0	0	0		
Housing		130,831	32,708	34,392	1,684	4.9%	
Community Amenities		110,197	107,733	109,883	2,150	2.0%	
Recreation and Culture		47,684	800	872	72	8.3%	
Transport		625,508	206,887	206,523	(364)	(0.2%)	
Economic Services		3,910	2,374	6,864	4,490	65.4%	
Other Property and Services		10,000	2,600	8,797	6,197	70.4%	
Total (Excluding Rates)		2,089,250	614,497	637,521	23,025	3.6%	
Operating Expense							
Governance		(303,146)	(54,787)	(50,315)	4,471	8.9%	
General Purpose Funding		(60,120)	(15,030)	(14,517)	513	3.5%	
Law, Order and Public Safety		(100,981)	(32,245)	(34,661)	(2,416)	(7.0%)	
Health		(310,233)	(67,558)	(61,669)	5,889	9.5%	
Education and Welfare		(9,489)	(9,489)	(8,973)	516	5.8%	
Housing		(250,010)	(62,503)	(60,766)	1,736	2.9%	
Community Amenities		(220,184)	(49,046)	(45,451)	3,595	7.9%	
Recreation and Culture		(686,738)	(119,685)	(110,679)	9,006	8.1%	
Transport		(1,404,179)	(413,045)	(426,326)	(13,282)	(3.1%)	
Economic Services		(79,969)	(21,992)	(24,079)	(2,086)	(8.7%)	
Other Property and Services		0	0	(9,655)	(9,655)	(100.0%)	
Total		(3,425,049)	(845,379)	(847,091)	(1,712)		
Funding Balance Adjustment							
Add back Depreciation		1,049,519	269,380	271,932	2,553	0.9%	
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		
Adjust Provisions and Accruals					0		
Net Operating (Ex. Rates)		(388,782)	38,498	62,363	23,865		
Capital Revenues							
Proceeds from Disposal of Assets	10	72,727	0	0	0		
Non-Operating Grants		995,750	165,166	165,166	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	2,960	2,960	0	0.0%	
Transfer from Reserves	9	1,043,266	450,000	450,000	0	0.0%	
Total		2,123,912	618,126	618,126	0		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	10	(1,197,492)	(205,695)	(205,695)	0	0.0%	
Plant and Equipment	10	(363,182)	(20,864)	(20,864)	0	0.0%	
Furniture and Equipment	10	0	0	0	0		
Infrastructure Assets - Roads	10	(895,107)	(63,699)	(63,699)	0	0.0%	
Infrastructure Assets - Other	10	(196,929)	(8,223)	(8,223)	0	0.0%	
Purchase of Investments					0		
Repayment of Debentures		(101,502)	(8,857)	(8,857)	0	0.0%	
Advances to Community Groups					0		
Transfer to Reserves	9	(349,061)	(4,830)	(4,830)	0	0.0%	
Total		(3,103,273)	(312,168)	(312,168)	0		
Net Capital		(979,361)	305,958	305,958	0		
Total Net Operating + Capital		(1,368,143)	344,455	368,320	23,865		
Rate Revenue		1,142,763	1,142,763	1,142,084	(679)	(0.1%)	
Opening Funding Surplus(Deficit)		300,000	300,000	315,191	15,191	4.8%	
Closing Funding Surplus(Deficit)	3	74,620	1,787,218	1,825,595	38,377	2.1%	

Shire of Wyalkatchem
STATEMENT OF FINANCIAL ACTIVITY
(Nature or Type)
For the Period Ended 30 September 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	457,658	463,840	6,182	1.3%
Profit on Asset Disposal	10	102,502	182	182	(0)	(0.1%)
Fees and Charges		279,730	150,404	167,275	16,871	10.1%
Interest Earnings		57,012	6,253	6,224	(29)	(0.5%)
Other Revenue		0	0	0	0	
Total (Excluding Rates)		2,089,250	614,497	637,521	23,025	
Operating Expense						
Employee Costs		(962,332)	(219,583)	(220,861)	(1,278)	(0.6%)
Materials and Contracts		(1,129,740)	(235,552)	(240,554)	(5,002)	(2.1%)
Utilities Charges		(137,538)	(34,385)	(25,850)	8,535	33.0%
Depreciation (Non-Current Assets)		(1,049,519)	(269,380)	(271,932)	(2,553)	(0.9%)
Interest Expenses		(21,603)	(5,401)	(6,375)	(974)	(15.3%)
Insurance Expenses		(124,317)	(81,079)	(81,519)	(439)	(0.5%)
Loss on Asset Disposal	10	0	0	0	0	
Other Expenditure		0	0	0	0	
Total		(3,425,049)	(845,379)	(847,091)	(1,712)	
Funding Balance Adjustment						
Add Back Depreciation		1,049,519	269,380	271,932	2,553	0.9%
Adjust (Profit)/Loss on Asset Disposal	10	(102,502)	0	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)	38,497	62,363	23,866	
Capital Revenues						
Grants, Subsidies and Contributions	8	995,750	165,166	165,166	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	2,960	2,960	0	0.0%
Transfer from Reserves	9	1,043,266	450,000	450,000	0	0.0%
Total		2,123,912	618,126	618,126	0	
Capital Expenses						
Land Held for Resale		0	0	0	0	
Land and Buildings	10	(1,197,492)	(205,695)	(205,695)	0	0.0%
Plant and Equipment	10	(363,182)	(20,864)	(20,864)	0	0.0%
Furniture and Equipment	10	0	0	0	0	
Infrastructure Assets - Roads	10	(895,107)	(63,699)	(63,699)	0	0.0%
Infrastructure Assets - Other	10	(196,929)	(8,223)	(8,223)	0	0.0%
Purchase of Investments			0		0	
Repayment of Debentures		(101,502)	(8,857)	(8,857)	0	0.0%
Advances to Community Groups					0	
Transfer to Reserves	9	(349,061)	(4,830)	(4,830)	0	0.0%
Total		(3,103,273)	(312,168)	(312,168)	0	
Net Capital		(979,361)	305,958	305,958	0	
Total Net Operating + Capital		(1,368,143)	344,455	368,320	23,866	
Rate Revenue		1,142,763	1,142,763	1,142,084	(679)	(0.1%)
Opening Funding Surplus(Deficit)		300,000	300,000	315,191	15,191	4.8%
Closing Funding Surplus(Deficit)	3	74,620	1,787,218	1,825,595	38,377	2.1%

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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 September 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 September 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 September 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 September 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 September 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 September 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 September 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.

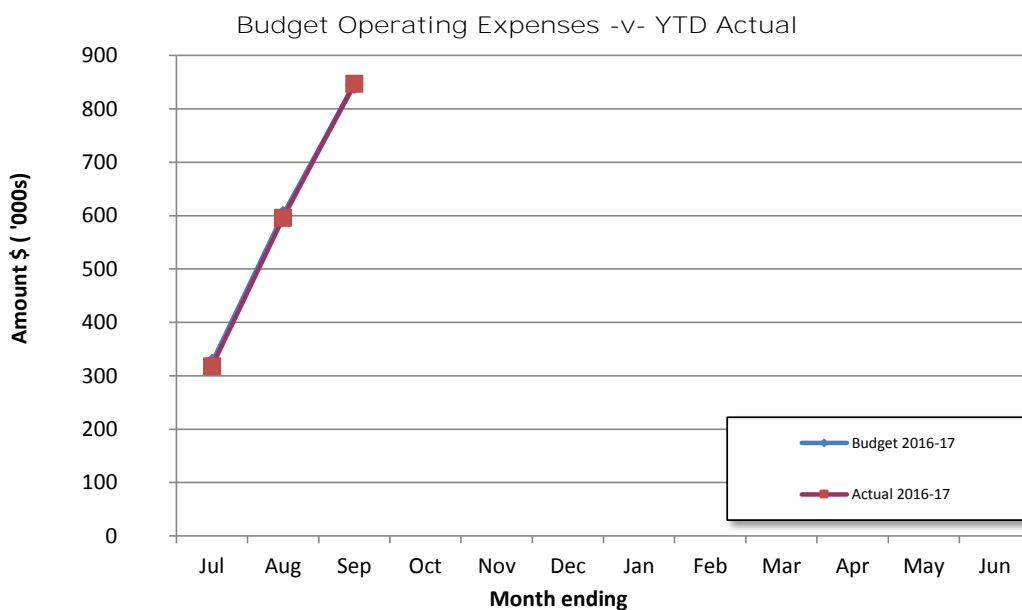
OTHER PROPERTY & SERVICES

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

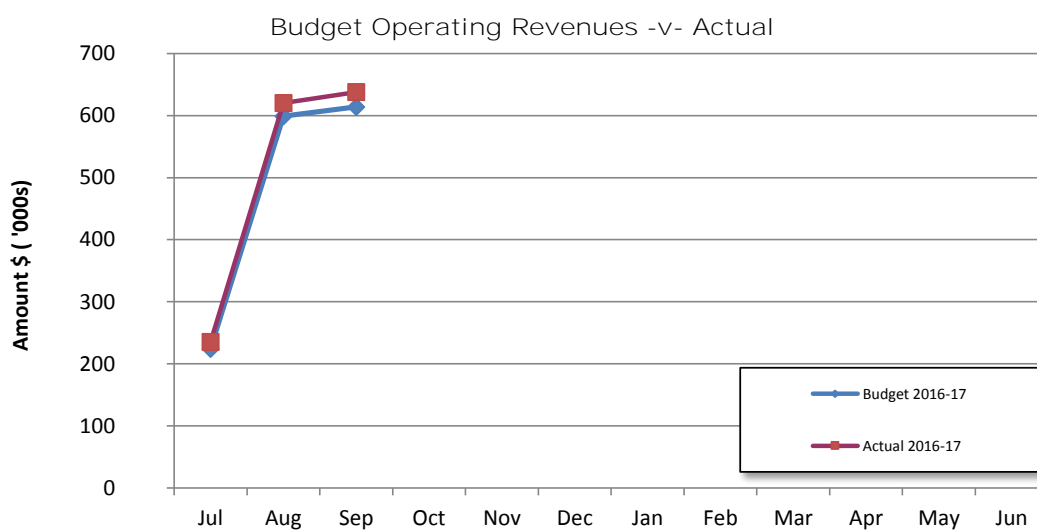
Public Works Overheads, plant operation and administrative costs are allocated to the various functions, works and services provided by Council.

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

Note 2 - Graphical Representation - Source Statement of Financial Activity



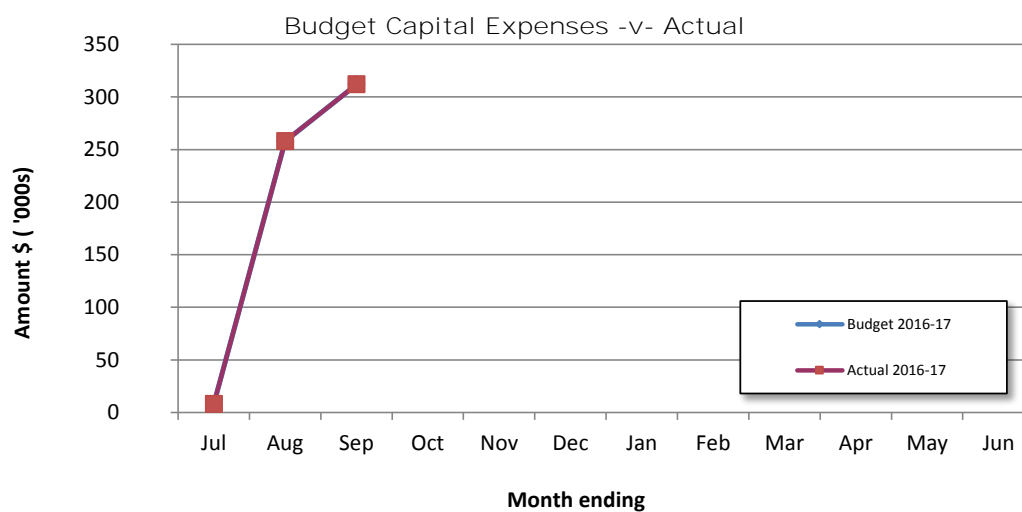
Comments/Notes - Operating Expenses



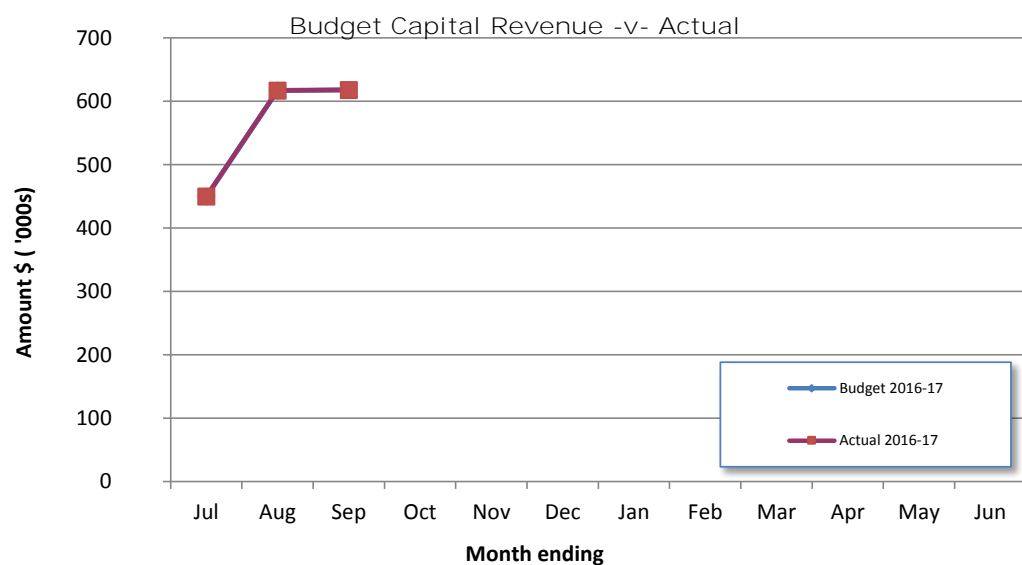
Comments/Notes - Operating Revenues

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

Note 2 - Graphical Representation - Source Statement of Financial Activity



Comments/Notes - Capital Expenses

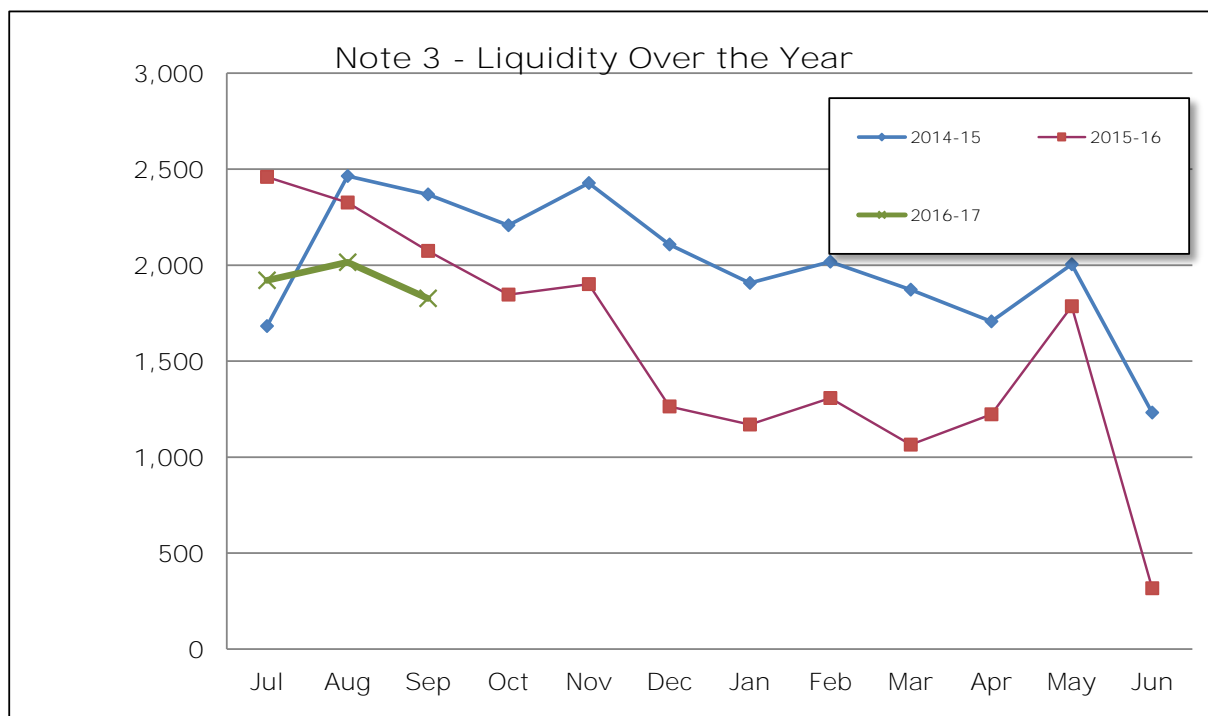


Comments/Notes - Capital Revenues

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	1,497,548	1,572,263	1,824,744
Cash Restricted	2,352,927	2,352,927	1,562,535
Investments			
Receivables - Rates and Rubbish	252,202	297,663	249,504
Receivables -Other	57,309	187,281	3,618
Inventories	103,630	94,493	87,612
	4,263,617	4,504,628	3,728,014
Less: Current Liabilities			
Payables	(14,306)	(67,259)	(25,213)
Current Employee Benefits Provision	(70,788)	(69,070)	(66,808)
	(85,094)	(136,330)	(92,022)
Less: Cash Restricted	(2,352,927)	(2,352,927)	(1,562,535)
Net Current Funding Position	1,825,595	2,015,371	2,073,457



Comments - Net Current Funding Position

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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%	1,495,881				1,495,881	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	2.85%		2,352,927			2,352,927	NAB	20/10/2016
(c) Investments								
Total		1,495,881	2,352,927	12,952	0	3,861,760		

Comments/Notes - Investments

Shire of Wyalkatchem Monthly Investment Report

For the Period Ended 30 September 2016

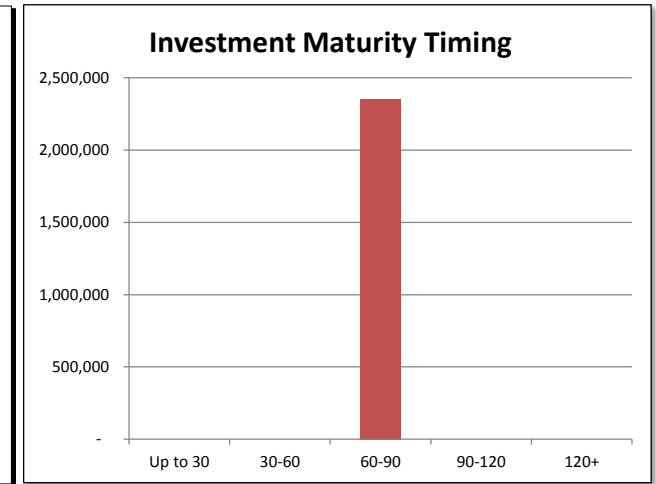
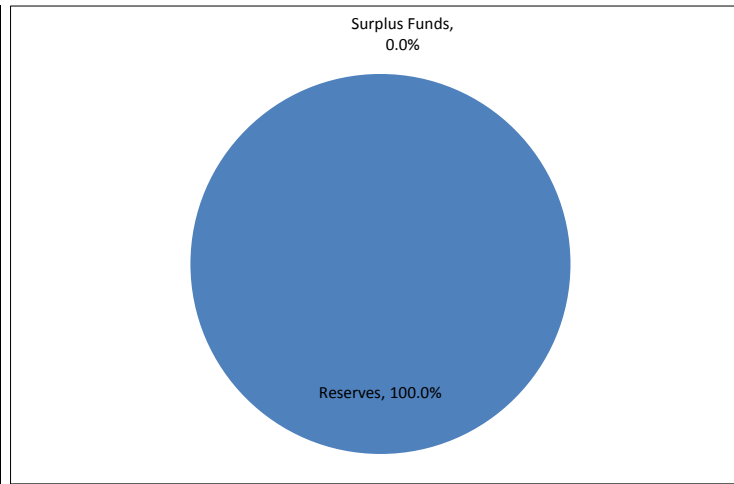
Note 4A: CASH INVESTMENTS

Deposit Ref	Deposit Date	Institution	Term (Days)	Invested Interest rates	Expected Interest
General Municipal					-
					-
					-
Subtotal					-
Restricted					
Reserves	21/07/2016	NAB	90	2.85%	16,535
Subtotal					16,535
Total Funds Invested					16,535

Amount Invested (Days)					Total
Up to 30	30-60	60-90	90-120	120+	
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	2,352,927	-	-	2,352,927
-	-	2,352,927	-	-	2,352,927
-	-	2,352,927	-	-	2,352,927

Comparative rate		Budget v Actual		
Average Interest time of deposit	Interest Rate at time of Report	Annual Budget	Year to Date Actual	Var.\$

Deposit Ref	Deposit Date	Term (Days)	Invested Interest rates	Amount Invested	Percentage of Portfolio
NAB - Reserves					
TD114022574	21/07/2016	90	2.85%	2,352,927	
Subtotal				2,352,927	100.0%
NAB - Surplus Funds					
Subtotal				-	0.0%
Subtotal				-	0.0%
Subtotal				-	0.0%
Subtotal				-	0.0%
Subtotal				-	0.0%
Subtotal				-	0.0%
Total Funds Invested				2,352,927	100.0%



Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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					
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 I135203 Railway Barracks Fees	2,000	500	4,540	4,040	The Shire is currently managing the Railway Barracks so income is increased.
5.1.11 OTHER PROPERTY AND SERVICES I141005 Private Works Income	0	0	2,782	2,782	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.
I121041 Diesel Rebate	10,000	2,500	5,833	3,333	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					
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					
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					
5.4.4 FURNITURE AND EQUIPMENT					

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

Note 5- MAJOR VARIANCES

Comments/Reason for Variance	ANNUAL BUDGET	YTD BUDGET	ACTUAL	VARIANC E	COMMENTS
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 September 2016

Note 6: BUDGET AMENDMENTS

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

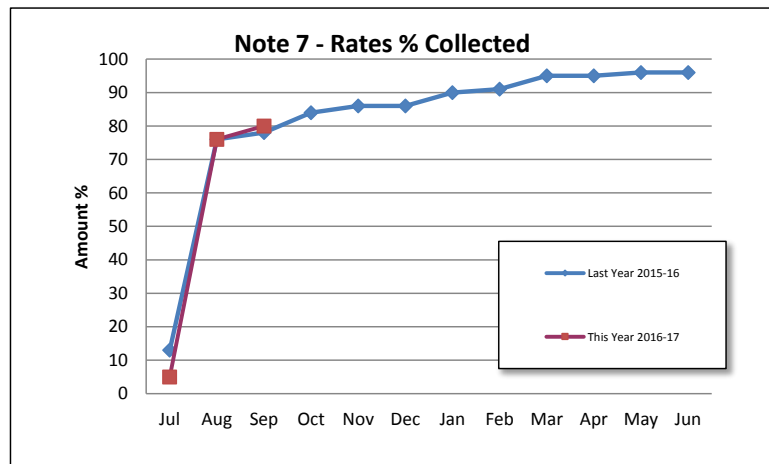
GL Account Code	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption			\$	\$	\$	\$
							0
	Closing Funding Surplus (Deficit)			0	0	0	0

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	4,239	0	4,239
Administration/Legal Fees	100	0	100
Interest	573	0	573
Less Discount/Concessions/Write off	(18,511)	0	(18,511)
Less Collections to date	(1,062,723)	(6,574)	(1,069,297)
Equals Current Outstanding	236,326	8,152	244,479
Ex-Gratia Rates	7,724		7,724
Net Rates Collectable			252,202
% Collected			80.26%



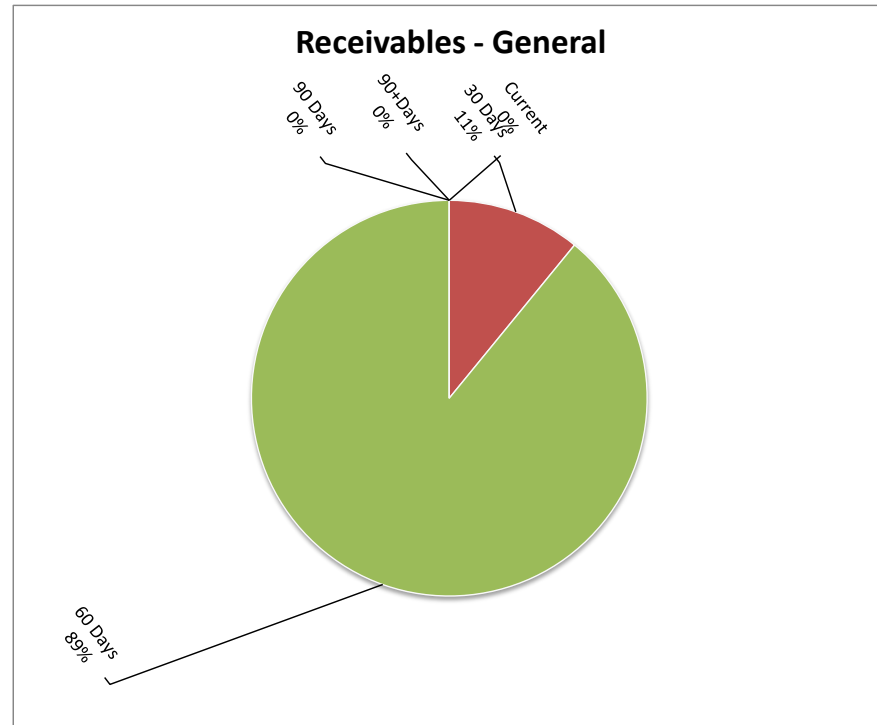
Comments/Notes - Receivables Rates and Rubbish

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
\$	\$	\$	\$	\$
0	6,254	51,055	0	0
Total Outstanding				57,309

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 September 2016

Note 8: GRANTS AND CONTRIBUTIONS

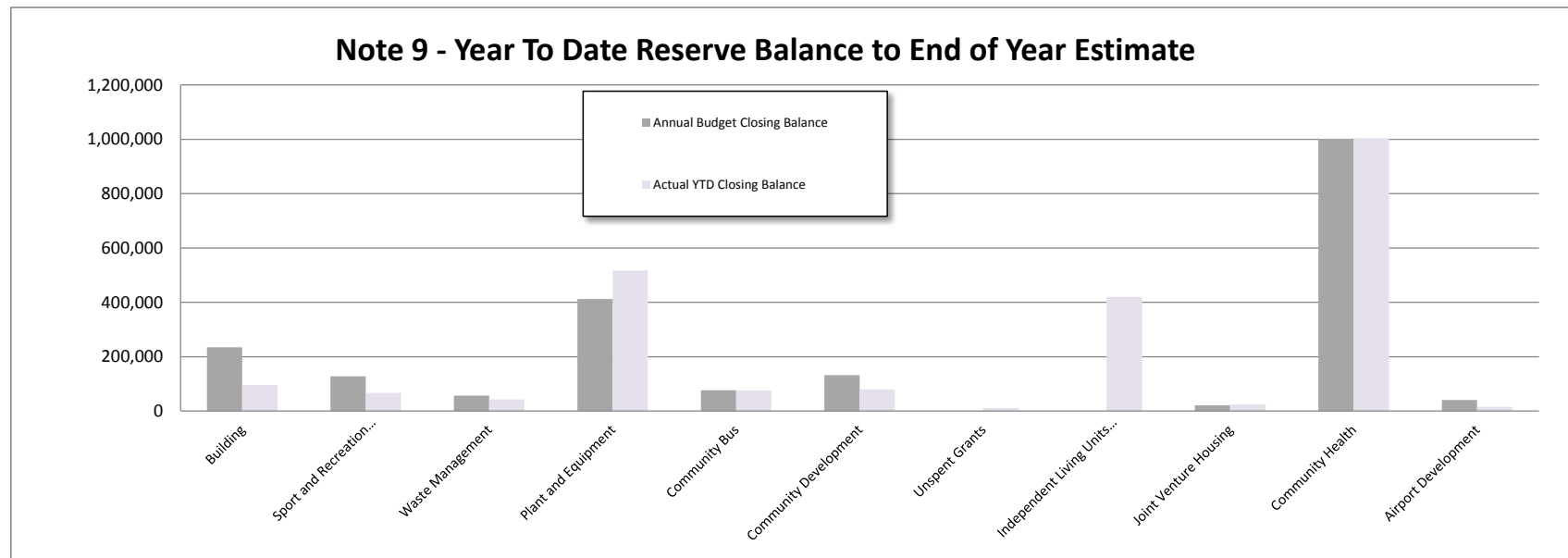
Program/Details GL	Provider	Approval Yes No	2016-17 Budget	Variations Additions (Deletions)	Revised Grant	Recoup Status		Estimated Receival Dates
						Received	Not Received	
GENERAL PURPOSE FUNDING		(Yes/No)	\$	\$	\$	\$	\$	
Financial Assistance Grant	State Government	Yes	996,465		996,465	250,395	746,070	Quarterly - Nov, Feb, May
Contribution from Senior Citizens Homes	Senior Citizens Homes Trust	Yes	45,455		45,455	45,455	0	
GOVERNANCE								
Reimbursements - Miscellaneous	Various		2,000		2,000	1,090	910	
LAW, ORDER, PUBLIC SAFETY								
DFES Operating Grant	DFES	No	33,262		33,262	0	33,262	First instalment for 2016/17 pre-paid, remainder in 4 instalments
HEALTH								
Medical Centre Contribution	Shire of Koorda	Yes	51,273		51,273	0	51,273	Quarterly - Sept, Dec, Mar, Jun
COMMUNITY AMENITIES								
RECREATION AND CULTURE								
Swimming Pool Grant	Department of Sport & Rec	No	34,000		34,000	0	34,000	
TRANSPORT								
Financial Assistance Grant	State Government	Yes	424,917		424,917	105,865	319,052	Quarterly - Nov, 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	0	561,899	Quarterly - Nov, Feb, Apr
OTHER PROPERTY & SERVICES								
Diesel Fuel Rebate	Australian Taxation Office	Yes	10,000		10,000	5,833	4,167	Monthly
TOTALS			2,645,756	0	2,645,756	629,007	2,016,750	

Comments - Grants and Contributions

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	166	135,000					234,184	96,367
Sport and Recreation Facilities	67,195	1,628	116	59,000					127,823	67,311
Waste Management	42,954	727	74	13,405					57,086	43,028
Plant and Equipment	515,861	6,656	890	0		(110,000)			412,517	516,751
Community Bus	75,365	972	130	0					76,337	75,495
Community Development	80,000	1,871	138	65,000		(15,000)			131,871	80,138
Unspent Grants	11,177	144	19	0		(11,321)			0	11,196
Independent Living Units project	867,848	11,198	1,498	0		(879,046)	(450,000)		0	419,346
Joint Venture Housing	24,337	373	42	4,588		(7,900)			21,398	24,379
Community Health	1,002,160	20,000	1,730	0		(20,000)			1,002,160	1,003,890
Airport Development	15,000	516	26	25,000					40,516	15,026
	2,798,098	47,068	4,830	301,993	0	(1,043,267)	(450,000)		2,103,892	2,352,927



Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	0	(318,182)
0	0	0	0	Totals	318,182	0	(318,182)

Comments - Capital Disposal

Contributions Information					Summary Acquisitions	Current Budget		
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance
\$	\$	\$	\$	\$		\$	\$	\$
0	0	0	0	0	Property, Plant & Equipment	0	0	0
241,469	54,077	901,946	0	1,197,492	Land for Resale	1,197,492	205,695	(991,797) ▼
180,455	0	182,727	0	363,182	Land and Buildings	363,182	20,864	(342,318) ▼
0	0	0	0	0	Plant & Property	0	0	0
					Furniture & Equipment			
					Infrastructure			
8,123	886,984	0	0	859,083	Roadworks	895,107	63,699	(831,408) ▼
0	108,724	0	0	108,724	Drainage	108,724	5,021	(103,703) ▼
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	3,202	(30,003) ▼
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	0	(25,000) ▼
493,252	1,049,785	1,084,673	0	2,616,686	Totals	2,652,710	298,481	(2,354,229)

Comments - Capital Acquisitions

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

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

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

Contributions					Land & Buildings	Current Budget				
						This Year				
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		Annual Budget	Actual	Variance		
\$	\$	\$	\$	\$		\$	\$	\$		
42,982	45,455	879,046		42,982	Governance	42,982	0	(42,982)	▼	
25,000				25,000	Shire Office	25,000	0	(25,000)	▼	
					Council Chambers					
17,420				17,420	Law, Order and Public Safety	17,420	11,018	(6,402)		
					Bush Fire Truck Shed					
17,500				17,500	Health	17,500	0	(17,500)		
					Medical Centre					
					Education and Welfare					
					Senior Citizens Homes Project					
10,000					15,000	924,501	924,501	164,724	(759,777)	
			25,000	25,000	Aged Friendly Communities	0	(25,000)			
					Housing					
7,000			7,000	7,000	1 Slocum St	7,000	1,090	(5,910)	▼	
6,880			6,880	6,880	4 Slocum St	6,880	0	(6,880)	▼	
10,000			10,000	10,000	51 Flint St	10,000	0	(10,000)	▼	
5,000			5,000	5,000	55 Flint St	5,000	0	(5,000)	▼	
		7,900	7,900	7,900	59 Flint St	7,900	0	(7,900)	▼	
6,000			6,000	6,000	Lady Novar	6,000	0	(6,000)		
					Recreation and Culture					
5,000			5,000	5,000	Town Hall	5,000	0	(5,000)	▼	
15,000			15,000	15,000	Recreation Centre	15,000	7,882	(7,118)	▼	
22,500			22,500	22,500	Tennis Club	22,500	11,504	(10,996)	▼	
	8,622		8,622	8,622	Rec Centre Shade Sail	8,622	0	(8,622)	▼	
					Economic Services					
14,460			14,460	14,460	Railway Station	14,460	9,477	(4,983)		
36,727			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	205,695	(991,797)		

Contributions					Plant & Equipment	Current Budget			
						This Year			
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		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	0	(318,182)	▼
					Two way radio	25,000	0	(25,000)	▼
180,455	0	182,727	0	363,182	Totals	363,182	20,864	(342,318)	

Contributions					Furniture & Equipment	Current Budget			
						This Year			
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		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 September 2016

Note 10: CAPITAL DISPOSALS AND ACQUISITIONS

Contributions					Roads	Current Budget			
Municipal Funds	Grants	Reserves/ Proceeds	Borrowing	Total		This Year			
						Annual Budget	Actual	Variance (Under)Over	
\$	\$	\$	\$	\$		\$	\$	\$	
8,123	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)	▼
	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	0	(178,075)	▼
	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	17,604	(48,453)	▼
	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	4,734	(29,025)	▼
	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	5,925	(48,649)	▼
	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	5,660	(25,075)	▼
	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	0	(20,026)	▼
	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	25,863	25,863	▲
	0			0	Divers Rd	0	2,413	2,413	▲
8,123	886,984	0	0	859,083	Totals	895,107	63,699	(831,408)	

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

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	5,021	(103,703)	
				0					0
				0					0
0	108,724	0	0	108,724	Totals	108,724	5,021	(103,703)	

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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				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	3,202	(9,698)	▼
14,405				14,405	Admin Park reticulation, shade sail and sand replacement	14,405	0	(14,405)	▼
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	3,202	(30,003)	

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				
20,000				20,000	Netball Court Shelter	5,000	0	(5,000)	▼
					Streetscape	20,000	0	(20,000)	▼
25,000	0	0	0	25,000	Totals	25,000	0	(25,000)	

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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-Sep-16
	\$	\$	\$	\$
REBA Bond Account	1		(1)	0
Webb, Trevor	315		(315)	0
Contract Aquatic	300			300
Falconer, Aaron	0	740	(740)	0
Anderson, Ian	0	50	(50)	0
Working Account				
Gym Monies	126		(126)	0
Key Deposit	195	15	(15)	195
Wyalkatchem Bush Fire Brigade	9,289		(9,289)	0
Interest	1			1
Councillor Nomination Payments	0	320	(320)	0
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
Medical Centre Account	500		(500)	0
	13,427	10,980	(11,456)	12,952

Shire of Wyalkatchem
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 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	0	148,903	166,687	7,189	0
Transport									
Loan 74 - New Holland Tractor	47,477	0	0	15,635	0	31,842	47,477	635	0
	449,189	0	0	101,502	8,857	347,687	440,332	21,603	6,375

(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	(673)

RECONCILIATION OF BANK ACCOUNTS


Unrestricted Municipal Bank as at 30 September 2016	1,495,881
Outstanding Deposits	1,367
Outstanding Payments	0
Ending Balance	<u>1,497,248</u>
Trust REBA as at 30 September 2016	300
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>300</u>
Trust Working as at 30 September 2016	12,652
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>12,652</u>
Reserve Account as at 30 September 2016	2,352,927
Outstanding Deposits	
Outstanding Payments	
Ending Balance	<u>2,352,927</u>

A/R Aging Summary

As at 30 September 2016

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>	
Allington Agri	0	20	0	0	0	20	Standpipe water usage
Chheena, Abdur	0	742	0	0	0	742	Rent October 2016
CJ's Cablectrics Jointing Pty Ltd	0	5	0	0	0	5	Standpipe water usage
Co-operative Bulk Handling	0	7,724	0	0	0	7,724	Ex gratia rates for 2016/17
Garn Nominees	0	47	0	0	0	47	Standpipe water usage
 Housing Authority	 0	 2,970	 0	 0	 0	 2,970	 Monthly Rental Invoice November 2016
RATE DEBTORS	91	0	0	244,388	0	244,479	Outstanding Rates as at 30 September 2016
Shire of Trayning	0	692	0	0	0	692	Oncharge of training costs for Trayning staff
Thompson Funeral Services	0	1,055	1,055	0	0	2,110	Invoice for funeral, paid in full 04/10/16
Trenorden, Claire	0	94	0	0	0	94	Electricity for 2 Slocum St, paid 05/10/16
Tucker, Anthony	0	480	0	0	0	480	Electricity for 10 Honour Ave
Tyler, Andrew	0	110	0	0	0	110	Private works, paid in full 04/10/16
Wongan Concrete	0	13	0	0	0	13	Standpipe water usage
Wyalkatchem Senior Citizens Homes Trust	0	0	50,000	0	0	50,000	Further contribution to Independent living units project
Wyalkatchem Travellers Park	0	27	0	0	0	27	Hire of Community Bus
TOTAL	<u>91</u>	<u>13,978</u>	<u>51,055</u>	<u>244,388</u>	<u>0</u>	<u>309,511</u>	
	0	6,254	51,055	0	0	57,309	Sundry
	91	7,724	0	244,388	0	252,203	Rates

8.2.2 FINANCIAL MANAGEMENT – FINANCIAL REPORTING – PAYMENT LISTINGS – SEPTEMBER 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:	6 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
PREVIOUS MEETING REFERENCE:	OMC: 16 September 2016 Council Decision No. 3352

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 September 2016.

Appendices:

1. Payment Listings as of 30 September 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 September 2016	\$283,638
Total Payments September 2015	\$290,628
Variance \$	-\$6,990
Variance %	2%
Percentage paid by EFT September 2016	99.8%
Percentage paid by Cheque September 2016	0.2%

Percentage of local Suppliers September 2016 (excluding wages, bank fees, loan payments and utilities providers)	20%
Dollar Value spent with local Suppliers September 2016	\$31,243

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 \$283,638 for September 2016.

Strategic Plan/Risk Implications:

There are no strategic implications relative to this item.

Voting Requirements

Simple Majority

Council Decision Number:

Moved:

Seconded

Officer Recommendation:

That Council resolve the following:

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

Vote:

Type	Date	Num	Name	Description	Amount
A01100 - Cash at Bank					
A01101 - Unrestricted Municipal Bank					
Bill Pmt -Cheque	01/09/2016		Brendon Wilkes Electrical - EFT	1 SLOCUM ST Repair light, TENNIS CLUB Install 7.1kW airconditioner at Tennis Club (\$2,750) and install light in toilet	-2,836.90
Bill Pmt -Cheque	01/09/2016		Gary's Painting Service - EFT	RAILWAY STATION Painting of beautician area ceilings	-1,050.00
Bill Pmt -Cheque	01/09/2016		Palmer Plumbing - EFT	55 FLINT ST Replace mixer tap, 45 WILSON ST Fix leaking toilet, REC CENTRE Swap all shower heads to waterwise, Repair water fountain, BARRACKS Reattached toilet cistern	-668.92
Bill Pmt -Cheque	01/09/2016		Westwide Ceilings - EFT	RAILWAY STATION Replacing walls	-7,975.00
Cheque	01/09/2016	dd310823	Westnet	Internet Access Sept 2016, Email Hosting 190616-190716	-179.15
General Journal	01/09/2016	2470	NAB	Merchant Fees	-885.47
Bill Pmt -Cheque	01/09/2016	dd010916	Water Corporation.	WATER USAGE Shire Properties 090616-100816	-6,219.28
Bill Pmt -Cheque	05/09/2016	Credit Card	NAB Visa	WEBSITE HOSTING 160816-151116, ELECTRICITY Trevor Webb, WALGA LOCAL GOVERNMENT WEEK Breakfast CEO, President, Coffee CEO, President, Lunch CEO, President, Deputy President, LICENCE WM00, LICENCE WYLIE, PARKING CEO attending Ferguson WALGA Breakfast, RANGER TRAINING Accommodation Rees 220816-250816, FAREWELL Gift for T Webb	-2,371.10
Paycheque	07/09/2016		Salaries and Wages	PPE070916	-30,362.76
Cheque	07/09/2016		Trenorden, Claire L	REFRESHMENTS Afternoon tea 060916, FUEL WM00	-42.46
Bill Pmt -Cheque	08/09/2016	dd080916	Telstra	TELEPHONE Landlines 170816-160916	-594.19
Bill Pmt -Cheque	13/09/2016	16815	Wyalkatchem Gourmet Meats	REFRESHMENTS Trevor Farewell 070916 Sausages	-35.45
Bill Pmt -Cheque	13/09/2016	16816	Wylie News & Lotteries	NEWSPAPERS July & August 2016, REFRESHMENTS Pioneers Pathway Meeting 110816 Morning tea and lunch for 10 people, Council Meeting 180816 Afternoon tea for 14 people	-446.30
Bill Pmt -Cheque	14/09/2016		Australia Day Council of SA - EFT	AUSTRALIA DAY Letter Openers as gifts for Award recipients, Balloons, POSTAGE	-80.00
Bill Pmt -Cheque	14/09/2016		Australia Post - Mail - EFT	POSTAGE Aug 2016	-170.66
Bill Pmt -Cheque	14/09/2016		BA & VM Brookes - EFT	R2R ROSS RD Grader hire 16.5hrs, Road train hire 28.5hrs, Single tipper hire 23hrs, mobilisation of grader	-11,805.75
Bill Pmt -Cheque	14/09/2016		Baileys Fertiliser - EFT	REC CENTRE OVAL Grosorb Granules x 1 tonne (\$2,700), Apex Low P x 1 bag, Energy Chicken x 1 tonne, Rose and citrus x 200kg	-4,002.35
Bill Pmt -Cheque	14/09/2016		Brendon Wilkes Electrical - EFT	ADMIN OFFICE Repair automatic door, 4 SLOCUM ST Repair lights in bathroom and kitchen, 2A SLOCUM ST Install wiring for electric hot water system, TOWN HALL Repair lights that had tripped, REC CENTRE Repair head cables on power pole in carpark	-1,361.25
Bill Pmt -Cheque	14/09/2016		Bunnings Midland - EFT	DEPOT Grinding Disks x 8, TENNIS CLUB Bathroom Vanity 900mm wide, basin top, mixer and waste	-721.89
Bill Pmt -Cheque	14/09/2016		Burgess Rawson - EFT	WATER USAGE Public Toilets, CBH Museum 090616-100816	-168.62
Bill Pmt -Cheque	14/09/2016		Coates Hire Group - EFT	MAINTENANCE GRADING Roller hire 250716-250816, Grader hire 250716-250816	-15,587.33
Bill Pmt -Cheque	14/09/2016		Courier Australia - EFT	FREIGHT Dog bags 290816, Minutes Books 110816, Signs 120816	-48.30
Bill Pmt -Cheque	14/09/2016		Dave's Tree Services - EFT	TREE PRUNING Street trees x 2 days work	-5,720.00
Bill Pmt -Cheque	14/09/2016		DMB Quarries - EFT	STORM DAMAGE Allen Rd floodway - Armour Rock x 67T (1 load), R2R CUNDERDIN WYALKATCHEM RD Armour Rock x 133T (2 loads), TAMMIN WYALKATCHEM RD Armour Rock x 67T (1 load), STORM DAMAGE Ross Rd - Armour Rock x 133T (2 loads)	-8,800.00
Bill Pmt -Cheque	14/09/2016		Dunnings - EFT	FUEL August 2016	-7,535.87
Bill Pmt -Cheque	14/09/2016		E Fire and Safety - EFT	CRC BUILDING Test exit/emergency lights, Service fire equipment, New 2kg CO2 extinguisher, REC CENTRE Test exit/emergency lights, Service fire equipment, ADMIN OFFICE Test exit/emergency lights, Service fire equipment, New 3.5kg CO2 extinguisher, New 2.0kg CO2 extinguisher, MEDICAL CENTRE Service fire equipment, Test exit/emergency lights, TOWN HALL Test exit/emergency lights, Service fire equipment, New 3.5kg CO2 extinguisher, New 4.5kg ABE DCP extinguisher, TERMINAL BUILDING Test exit/emergency lights, Service fire equipment, New 9kg ABE DCP extinguisher	-2,783.00

Bill Pmt -Cheque	14/09/2016	Fast Finishing Services - EFT	RECORDS MANAGEMENT Council Minutes Binding Oct 2015 - Mar 2016	-147.40
Bill Pmt -Cheque	14/09/2016	JK Williams - EFT	PARKS Secateurs x 2, Lopper x 1, REC CENTRE 4L Paint, DEPOT Kettle, BARRACKS Pillows x 2, 1 SLOCUM ST Westinghouse Multifunction oven (\$1,090)	-1,394.64
Bill Pmt -Cheque	14/09/2016	Komatsu Australia Pty Ltd - EFT	MAINTENANCE WM009 Service of WA380S Komatsu Loader 1000hr	-5,493.64
Bill Pmt -Cheque	14/09/2016	Landgate - EFT	VALUATIONS GRV Schedule No G2016/2	-64.70
Bill Pmt -Cheque	14/09/2016	Northam Hiab Hire - EFT	R2R CUNDERDIN WYALKATCHEM RD Transport culverts 170816, 180816	-1,683.00
Bill Pmt -Cheque	14/09/2016	Palmer Plumbing - EFT	4 SLOCUM ST Water proof, re-tile shower and grout shower, replace taps, replace laundry taps, TOWN HALL Re-point walls	-3,063.50
Bill Pmt -Cheque	14/09/2016	Petchell Mechanical - EFT	PLANT PARTS Trailer Fuse Holder, pin, MAINTENANCE WM160 Make hydraulic hoses x 2, MAINTENANCE GRADING Repair window on hire grader	-626.66
Bill Pmt -Cheque	14/09/2016	T & E Services Pty Ltd - EFT	MEDICAL CENTRE Sept 2016	-13,750.00
Bill Pmt -Cheque	14/09/2016	Wongan Concrete Services - EFT	BUSH FIRE TRUCK SHED Concrete 12.8m3, Rio mesh x 2	-4,346.32
Bill Pmt -Cheque	14/09/2016	Wyalkatchem Community Resource Cntr - EFT	CRC ANNUAL FEE July 2016	-2,343.00
Bill Pmt -Cheque	14/09/2016	Wyalkatchem Football Club - EFT	KIDSPORT Juniors x 1, Auskick x 1	-124.00
Bill Pmt -Cheque	14/09/2016	Wyalkatchem IGA Express - EFT	OFFICE AMENITIES, COUNCIL MEETING July & Aug 2016	-151.21
Bill Pmt -Cheque	14/09/2016	Wyalkatchem P & C - EFT	CENTENARY TICKETS Payment of monies taken	-10,730.00
Bill Pmt -Cheque	14/09/2016	Wyalkatchem Road House - EFT	REFRESHMENTS Council Workshop 010916 Sandwiches and hot food	-80.00
Bill Pmt -Cheque	14/09/2016	Wyalkatchem Tyre Service - EFT	TYRES WM216 x 1, WM000 x 2	-795.00
Bill Pmt -Cheque	14/09/2016	Katchem Plumbing - EFT	RAILWAY BARRACKS Replace shower heads	-50.00
Liability Cheque	14/09/2016	Small Business Super Clearing House - EFT	SUPERANNUATION July-Aug 2016	-15,540.65
Bill Pmt -Cheque	14/09/2016	BPAY140916 RAC Business Wise	MAINTENANCE WYLIEBUS RAC Business Wise	-102.00
Bill Pmt -Cheque	15/09/2016	Cutting Edges - EFT	BLADES WM009 Front, Side x 2, Bolts and nuts x 14	-1,107.99
Bill Pmt -Cheque	15/09/2016	D & D Transport - EFT	FREIGHT Fertiliser from Baileys, Cutting Edges for loader WM009	-286.76
Bill Pmt -Cheque	15/09/2016	DFES - EFT	DFES ESL Liability 2016/17 Option B	-35,111.59
Bill Pmt -Cheque	15/09/2016	Fuji Xerox - EFT	PHOTOCOPY Colour Copies x 466, B&W Copies x 6469 010816-310816, Lease 210916-201016	-656.88
Bill Pmt -Cheque	15/09/2016	Landmark - EFT	BARRACKS Gas Bottles 45kg x 5, SIGNAGE Cement Quickset 1 pallet, ROADSIDE SPRAYING TOWN Roundup 20L	-1,347.64
Bill Pmt -Cheque	15/09/2016	Lock Stock & Farrell Locksmith - EFT	BARRACKS Room 12 Key x 1	-31.70
Bill Pmt -Cheque	15/09/2016	LYL Investment - EFT	PLANT PARTS Key for four wheeler motorbike	-35.00
Bill Pmt -Cheque	15/09/2016	OSA Productions Trust - EFT	AMAZING RACE Ray Ryder 50% deposit	-550.00
Bill Pmt -Cheque	15/09/2016	Signet Pty Ltd - EFT	STREET MAINTENANCE Line Marking Paint White x 36, Linemarking trolley	-440.41
Bill Pmt -Cheque	15/09/2016	Sports Turf Association (WA) Inc - EFT	CRICKET WICKETS Seminar x 4 Anderson, Rees, Craig Ward, Brady Garner	-385.00
Bill Pmt -Cheque	15/09/2016	St John Ambulance Australia - EFT	MAINTENANCE Yorkrakine Fast Attack First Aid Kit and burn module, TENNIS CLUB Update first aid kit	-130.00
Bill Pmt -Cheque	15/09/2016	Staples Australia - EFT	STATIONERY Notepads Small x 5, Staple remover, Letter files x 3pks, CLEANING Toilet paper Ctn 48 x 10	-300.99
Bill Pmt -Cheque	15/09/2016	T-Quip Turf Equipment Solutions - EFT	PLANT PARTS Idler Pulley for mower	-62.05
Bill Pmt -Cheque	15/09/2016	WA Local Government Assoc - EFT	TRAINING People and Culture Seminar 020916 Trenorden, Breakfast with Ewan Ferguson McCabe, LOCAL GOVERNMENT WEEK 2016 Ian McCabe, Parking Davies, Garner, Opening Welcome Davies	-2,117.99
Bill Pmt -Cheque	15/09/2016	Woodlands - EFT	PIONEER PARK Dog Bin Bag	-119.90
Bill Pmt -Cheque	15/09/2016	Wyalkatchem Hotel - EFT	REFRESHMENTS Council Meeting 180816 Drinks	-86.00
Bill Pmt -Cheque	15/09/2016	Covs Parts - EFT	DEPOT MAINTENANCE Crimping tool	-102.30
Cheque	19/09/2016	dd190916 Foxtel	57 FLINT ST Doctor Foxtel	-150.00
Cheque	21/09/2016	Nightingale, Rachel J	BUSH FIRE Cooler Jugs x 18, Hand Held UHF, Fridge/Freezer	-1,837.00
Paycheque	21/09/2016	Salaries and Wages	PPE210916	-24,564.09
Bill Pmt -Cheque	21/09/2016	dd210916 Telstra	TELEPHONE Mobile Phone 020816-010916	-245.15
Bill Pmt -Cheque	22/09/2016	dd220916 Synergy	ELECTRICITY Street Lights 250716-240816	-2,318.80
Bill Pmt -Cheque	23/09/2016	dd230916 Synergy	ELECTRICITY Shire Properties 050716-050916	-5,306.20
General Journal	27/09/2016	2472 NAB	NAB Connect Fee. CG	-47.24
Bill Pmt -Cheque	27/09/2016	dd270916 Synergy	ELECTRICITY Lady Novar 060716-020916	-862.85
Liability Cheque	28/09/2016	Small Business Super Clearing House - EFT	SUPERANNUATION Sept 2016	-8,736.18
Bill Pmt -Cheque	28/09/2016	Conplant Ammann Australia - EFT	PLANT PARTS WM160 Hose 4-5160571603A x 2	-297.00

Bill Pmt -Cheque	28/09/2016	Courier Australia - EFT	FREIGHT Business Cards, Works Parts 150916	-3.78
Bill Pmt -Cheque	28/09/2016	Down to Earth Training & Assessing - EFT	STAFF TRAINING Front end loader and Skid steer assessments Anderson, Harris, Adams, Sutherland, Reid, Gibbs, Rees, Trayning x 3 (oncharged)	-2,205.00
Bill Pmt -Cheque	28/09/2016	E Fire and Safety - EFT	KORRE HALL Exit/emergency lights testing, New tubes for exit lights x 2, Service fire extinguishers	-302.50
Bill Pmt -Cheque	28/09/2016	Gary's Painting Service - EFT	TENNIS CLUB Toilet floor painting, Interior painting	-5,680.00
Bill Pmt -Cheque	28/09/2016	Palmer Plumbing - EFT	LADY NOVAR Repair leak in pipework	-293.70
Bill Pmt -Cheque	28/09/2016	R Munns Engineering Consulting - EFT	ENGINEERING CONSULTANCY Work on 2016/17 Road Program 220716, Work on 2016/17 Bitumen Surfacing RFQ 220716, 240716, Work on 2017/18 RRG Program 160816-190816, BLACKSPOT BENJABERRING/HINDMARSH RD Consulting work on preparing 2017/18 application 180816, ENGINEERING CONSULTANCY Work on 10yr road program 190816, Works Manager handover meeting 160816, SENIOR CITIZENS HOMES PROJECT Work to investigate site on lot 151 Honour Ave for possible CEACA site including soil investigation and completing testholes to determine underground and surface rock	-6,012.77
Bill Pmt -Cheque	28/09/2016	Westarp - EFT	RECREATION CENTRE 6m x 6m shade sail for playground in blue - fully supported by CBH Grant	-8,670.20
Bill Pmt -Cheque	28/09/2016	Wyalkatchem Road House - EFT	TRAINING Lunch for 9 people (hot food) 130916	-90.00
Bill Pmt -Cheque	28/09/2016	Dowerin Engineering Works - EFT	DEPOT MAINTENANCE angle iron for roller, flat plates for blue metal dump	-120.71
General Journal	30/09/2016	NAB	Account Keeping Fee	-32.00
General Journal	30/09/2016	NAB	Merchant Fees	-52.60
Total A01101 · Unrestricted Municipal Bank				-283,637.69

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I hereby certify that the Schedule of Accounts paid was submitted to Council on Thursday, 20 October 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.

CERTIFICATION OF CHAIRMAN

I hereby certify this schedule of accounts paid was submitted to the Council on Thursday, 20 October 2016 for information pursuant to Section 6.8(2)(b) of the Local Government Act 1995.

Ian McCabe, Chief Executive Officer

Cr Quentin Davies, Chairman

Late Agenda Items

8.2.3 Financial Management –Budgeting – Budget Variation – Road Plant

8.2.4 Financial Management – Tendering – Bulk Cartage

Moved:


Seconded:

That the late agenda items be accepted

Vote: 7/0

LATE ITEM

8.2.3 FINANCIAL MANAGEMENT – BUDGETING - BUDGET VARIATION – ROAD PLANT

FILE REFERENCE:	12.5
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	18 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.
STRATEGIC COMMUNITY PLAN REFERENCE	2. A prosperous and dynamic district; 5. A well-managed and effective Council organisation.

SUMMARY:

That Council resolve the following:

1. Authorise the allocation of \$84,000 to purchase a side tipper trailer and associated costs to put that unit into service.

Appendix:

There is no attachment to this item.

Background

All dollar values are GST-Exclusive unless noted.

The Boomerang Side-Tipper Trailer required repairs in September with an initial quote of \$11,273. The Works Manager did some value checks and this quote was within expectations. The trailer is listed in the plant replacement schedule for 2020/21 at an expected cost of \$110,000 and \$94,000 after trade-in.

Advice provided is that there is a high likelihood of subsequent repairs between now and 2021.

The side-tipper is a required road plant item contributing to the Shire's road maintenance and construction programme.

Comment

The 1 July 2016 depreciated value of the side tipper trailer is \$8,400. The unit was used at the time of purchase and has exceeded ten years use by the Shire. The cost of repair at \$11,273 would therefore exceed the current value of the trailer.

Accessing hire units could exceed the cost of repair. Subsequent repair would increase the value proposition of a refurbished unit.

The Works Manager has obtained a quote for a refurbished 2015 unit at \$60,000 plus a retrofit to Shire trucks estimated at \$5,000 and on-road costs of \$1,000. A survey of six similar units averaging three years use indicated a market value of \$78,000. The Shire will pursue a trade-in for the old unit but this is an unknown value due to the unit's condition and depreciated value.

The purchase of the refurbished unit at \$66,000 (including all other identified costs) would see an annual straight-line decline in value in 2016/17 of approximately \$4,400 and \$6,600 in 2017/18. Interest forgone on reserves would be approximately \$2,000. Other costs are close to neutral when comparing the present unit with a replacement. The purchase of a new unit would be delayed for at least five years beyond the current schedule and this provides a net benefit in years six to ten of at least \$2,800 per year over a new purchase.

The Manager of Works and staff will assess the refurbished unit prior to commitment to ensure it is fit for purpose. However, as the competitive market value approximates \$78,000, Council is requested to authorise that value plus a \$6,000 allowance for on-road costs and any modifications that may be required to put this trailer into service; this will ensure that should this particular unit be unsuitable or unavailable, the Shire will be able to procure other quotes and action the purchase.

The Administration seeks Council approval for this expenditure but will work to identify savings or other programme modifications to assist in offsetting the cost of this unexpected outlay. Where increased expenditure cannot be avoided, this will be detailed in the budget review in early 2017.

At 30 September 2016, the Plant Replacement Reserve is \$516,751 and the 2016/17 budgeted closing value of this reserve is \$412,517. This transaction may see this amount re-valued at budget review to approximately \$326,000. As this is a bringing forward of a planned capital expenditure, there is no impact on the long term

financial plan, the plant replacement plan or financial implications for Council that are not within the ability of the Shire to manage.

Consultation:

Mr Craig Harris; Mrs Claire Trenorden.

Statutory Environment:

Local Government Act 1995 and regulations.

Policy Implications:

There is no direct Council Policy relative to this report.

Financial Implications

As per the above commentary, there is a minor impact on interest earned but opportunity cost and other considerations create a compelling case for expenditure. In the event repair is delayed and purchase of an alternative unit is not authorised, there will be a reliance on hire which may equate to the cost of repair. There is a long term financial benefit in years six to ten due to the effect on the plant replacement programme.

Strategic Plan/Risk Implications

There is a risk of delay to the roads programme in the event of a suitable unit not being available.

Voting Requirements Absolute Majority

Council Decision Number:

Moved: **Seconded**


Officer Recommendation:

That Council resolve the following:

- 1. Authorise the allocation of \$84,000 to purchase a side tipper trailer and associated costs to put that unit into service.**

Vote:

8.2.4 FINANCIAL MANAGEMENT – TENDERING – Bulk Cartage

FILE REFERENCE:	12.24
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	19 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY:

That Council resolve the following:

1. Accept the tender by BA and VM Brookes for the purpose of bulk cartage plant hire;
2. Authorise the Chief Executive Officer and Manager of Works to negotiate an operational agreement and advise all parties of the tender outcome; and,
3. Authorise the Chief Executive Officer and President to affix the Common Seal and sign in acceptance of the tender and intention to form an agreement.

Appendix:

1. Advertisement text, West Australian 29 September 2016;
2. Request for Tender, bulk cartage specification;
3. Tender evaluation;
4. Tender proposal, AK Evans Earthmoving;
5. Tender Proposal, BA and VM Brookes;
6. Tender Proposal, CivWest Haulage.

Comment:

A significant component of the roads construction and maintenance programme is use of road plant that is not owned by the Shire. This enables the Shire to access

plant and labour at a level appropriate to the actual resource requirement, thereby saving Council funds for other purposes. Typical plant required includes multi-wheel tippers, water trucks, rollers and semi-tippers (refer attachments for details).

This tender addresses the Shire's short-term road plant needs and was advertised 28 September 2016, closing 13 October 2016. There were three submissions. The Manager of Works has assessed the three submissions on the basis of four main criteria in order of priority and weighting:

1. Price (with the hourly 'wet hire' pricing of a semi-side tipper being a typical example) (40%);
2. Relevant Experience (20%);
3. Tenderer's Resources (20%); and,
4. Demonstrated Understanding (20%).

As the requirements of the Shire can alter in the course of the programme, the actual value of the tender is somewhat unknown. Potentially, it could be as low as zero but is capped by the value of the approved budget. Past arrangements were ad hoc and did not separate the value of contracted plant from other components of the budget. This exposed the Shire to aspects of the Financial Regulations pertaining to tenders should a supplier receive continued work beyond \$150,000 over two years. For the purpose of transparency and to ensure compliance with regulations, this tender was formulated. This method will provide better information for the budget process and reduce compliance risk.

The evaluation has identified BA and VM Brookes as the preferred supplier. This contractor is a current supplier of services to the Shire and there has been no variation to their pricing built into the current budget. This means there should be no financial impact of this decision.

This tender proposal is within the 2016/17 budget estimate and is recommended for acceptance by Council.

Consultation:

Mr Craig Harrison, Manager of Works; Mrs Claire Trenorden, Senior Finance Officer.

Statutory Environment:

Local Government Act 1995; Local Government (Functions and General) Regulations 1996.

Policy Implications:

GP2 Purchasing Policy.

Financial Implications

There is no direct financial implication relative to this item as the tender amount is within the budget expectation.

Strategic Plan/Risk Implications

There are expected to be a reduction in compliance risk and improvements in record-keeping and financial management.

Voting Requirements

Absolute Majority


Council Decision Number:**Moved:****Seconded****Officer Recommendation:****That Council resolve the following:**

- 1. Accept the tender by BA and VM Brookes for the purpose of bulk cartage plant hire;**
- 2. Authorise the Chief Executive Officer and Manager of Works to negotiate an operational agreement and advise all parties of the tender outcome; and,**
- 3. Authorise the Chief Executive Officer and President to affix the Common Seal and sign in acceptance of the tender and intention to form an agreement.**

Vote:

8.3 Officer reports to council

8.3.1 Water Supply – Agreements – Recycled Water Supply Agreement

FILE REFERENCE:	32.1
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/ RESPONDENT/LOCATION:	Water Corp
NOTIFICATION TO APPLICANT:	Required
DATE REPORT WRITTEN:	12 October 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. (b) (2) to read 'in respect of any other event will be limited to \$100,000;'
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. Proposed agreement between the Shire of Wyalkatchem and Water Corp;
2. Agreement formed 12 October 2005;
3. Approval by Department of Health of existing agreement, 18 July 2013.

Background:

In 2005, Council approved an agreement between the Shire of Wyalkatchem and Water Corporation (decision 234, ordinary meeting of Council 15 September 2005). The purpose of the agreement was to formalise the use of recycled waste water from a Water Corp facility for use on recreational grounds. The agreement took effect 12 October 2005 and was effective for ten years.

This agreement expired 11 October 2015. There were discussions between the shire's Principal Environmental Health Officer (PEHO) and Water Corp about a renewal of the

agreement from 2013. The recommendation of the PEHO was that the agreement in its present form not be signed.

The 2005 agreement stayed in force pending a new agreement or written notice of termination.

Comment:

In December 2015, Water Corp proposed a new agreement. Several meetings were held to identify issues around the agreement and Water Corp agreed to upgrade equipment that would improve the quality of recycled water.

The CEO recommended a number of changes to the proposed agreement. In addition, the CEO approached local government insurer LGIS August 2016 for advice on several clauses, particularly related to indemnity, monetary amounts and limitation of liability. Consequently, there were more acceptable clauses inserted into the agreement. There remains some concern about the monetary amounts at clause 12.2, which limit liability for the Water Corporation to \$100,000 but limit the Shire's exposure to \$250,000. This is inequitable and in commercial contracts could be interpreted as a mis-use of market power; particularly as Water Corp have greater access to financial and other resources than this local government. The CEO has clearly indicated to Water Corp representatives that this is unacceptable.

For this reason, it is recommended to amend the proposed agreement at 12.2 (b) (2) to make both parties financial exposure under this agreement be limited to \$100,000. The clause would read thus:

'(2) in respect of any other event will be limited to \$100,000.'

Until Water Corp execute the amended agreement, the current agreement will remain in force.

The investment by Water Corp in upgraded equipment to treat water is commended. Representatives of Water Corp have liaised with the Shire, including site visits to agree on design and function of upgraded treatment.

The Shire is grateful for the advice and intervention of insurer LGIS in negotiating parts of the proposed agreement.

Consultation:

Angela Herzer, Water Corp

Ms Melusha Robson LGIS

Mr Paul McBride LGIS

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.

Voting Requirements:

Absolute Majority

Council Decision Number:**Moved:****Seconded:****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. (b) (2) to read 'in respect of any other event will be limited to \$100,000;'
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:

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

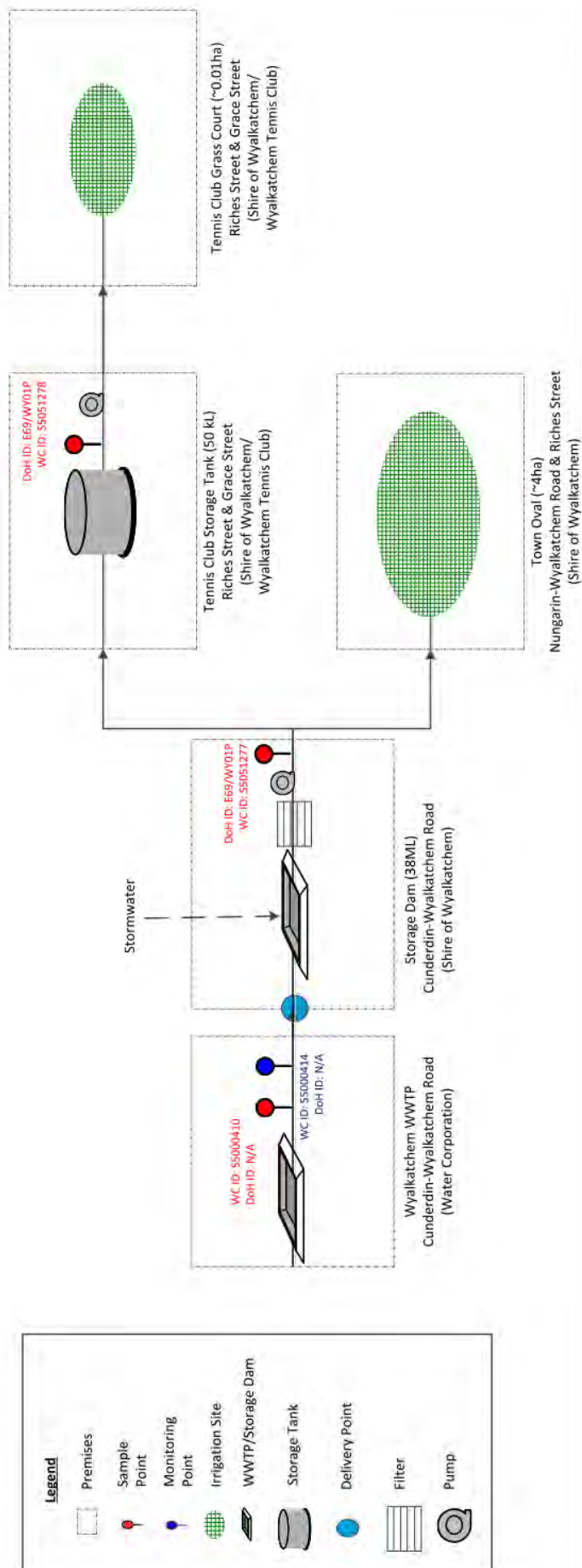
DRAFT

Schedule 4 Not used

DRAFT

Annexure A – Plan

Wyalkatchem WWTP – Wastewater Recycling Scheme (Shire of Wyalkatchem)



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	Signature
Duty	Item 2(a)(a) THIRD S.H.
567.8	STAMP AGT

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

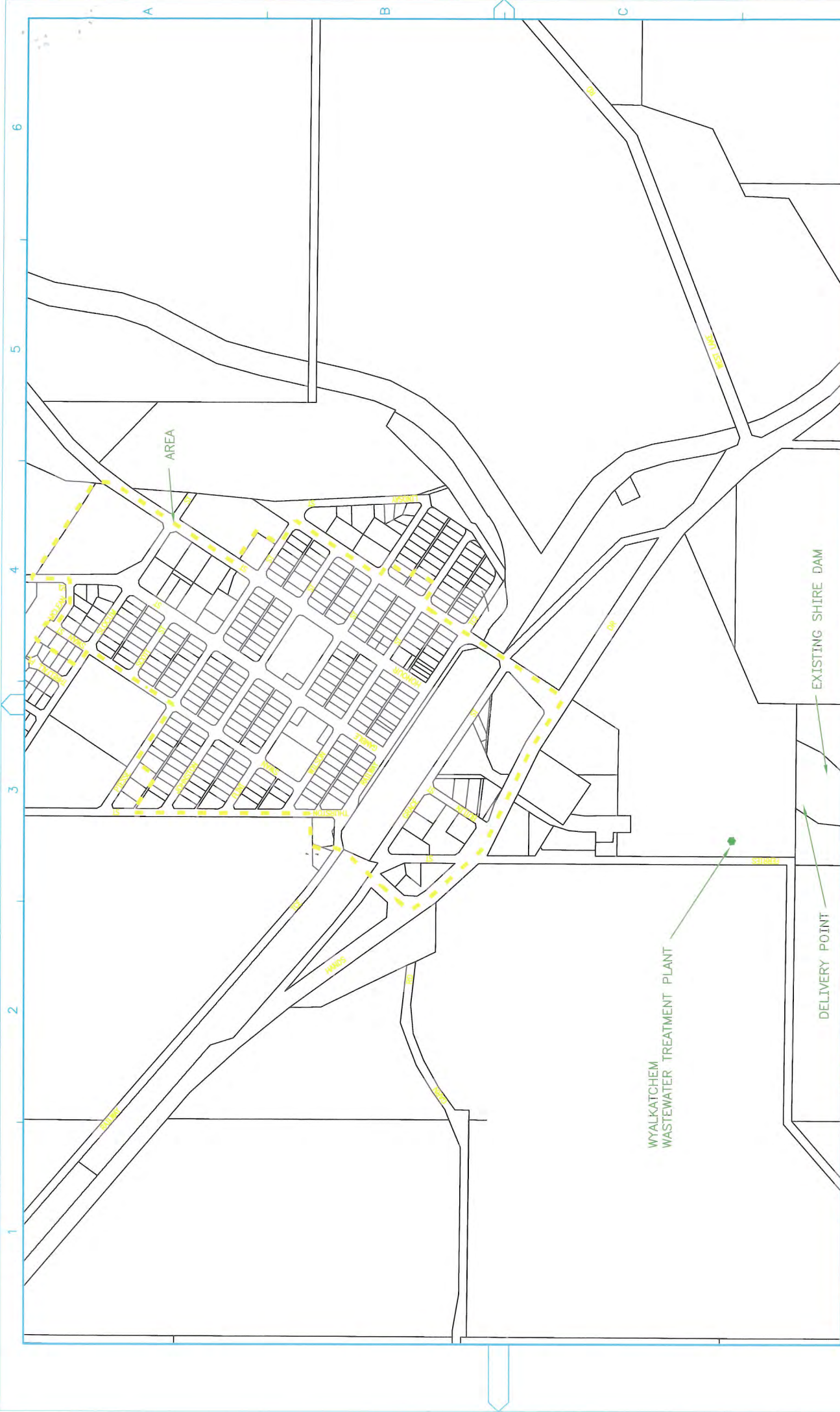
Name of Local Government Authority	Shire of Wyalkatchem
Address of Local Government Authority	Honour Avenue WYALKATCHEM WA 6485
Entitlement	40 KL/day (Annual mean daily)
Entitlement Review Times	2 yearly from the date of execution of this MOU.
Infrastructure Corporation's Infrastructure obligations	<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

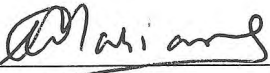
Annexure A - Plan



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		ORIGINAL SHEET SIZE A3	
				FILE NO1 2001 00459 V01 PROJECT C-S00977		CAD ISSUE IA21-003-02-01 A				MF	

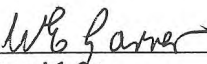
Executed by the parties as an agreement:

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


Witness

N.C. MARIANO
Name (please print)

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


Shire President

EDDIE GARNER
Name (please print)


Authorised Officer

BRIAN KAVANAGH
Name (please print)


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

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 from 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

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	

- 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)*.

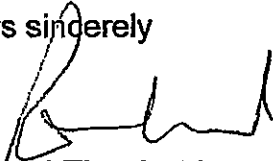
Please note that in accordance with the Guidelines the implementation of a Recycled Water Quality Management Plan (RWQMP) is required. I would appreciate if the Council would endeavour to complete and apply a RWQMP before the end of 2016. Information about the Guidelines and a RWQMP template can be found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

NAME 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

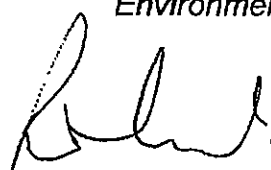
21. A Recycled Water Quality Management Plan (RWQMP) is to be written prior June 2016 and a draft copy forwarded to the DOH for assessment. Once approved the RWQMP is to be regularly reviewed and updated with all amendments forwarded to the DOH. The manual is to address the following sections:
 - **Operation 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\NEHD\Water Unit\WASTEWATER MANAGEMENT\RECYCLING\Schemes\F-AA-21023 Wyalkatchem Shire\Wyalkatchem Shire Approval.doc

8.3.2 COMMUNITY SERVICE – SERVICE PROVISION – AGED CARE SERVICES – CEACA – DELEGATES

FILE REFERENCE:	3.16.01
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
NAME OF APPLICANT/RESPONDENT/LOCATION:	CEACA (Central East Aged Care Alliance Inc.)
NOTIFICATION TO APPLICANT:	Required
DATE REPORT WRITTEN:	13 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY: That Council resolve the following:

- 1. Authorise Cr Quentin Davies as the Member to represent the interests of the Wyalkatchem district at any CEACA meeting or function;**
- 2. Authorise Shire of Wyalkatchem CEO, Ian McCabe, as Deputy Member, to represent the interests of the Wyalkatchem district at any CEACA meeting or function; and,**
- 3. Authorise the Shire of Wyalkatchem CEO to nominate an alternate representative as proxy in the event that none of the nominated members are available to attend.**

Appendix:

1. There is no attachment to this item.

Background:

The Shire of Wyalkatchem is a member of CEACA. Members are granted a vote at meetings and representatives are required to be nominated by Council prior to the AGM of the body.

Comment:

The executive and committee of the Central East Aged Care Alliance (CEACA) will meet from time to time to advance the interests of aged care accommodation and services. The Shire President, Cr Davies, and Cr Jones are currently the nominated delegates. With an approaching AGM, Council is requested to nominate representatives for the forthcoming year.

In the event an elected member is unable to attend it is recommended that the CEO represent the district. This agenda item has been constructed so that in the event an

alternate elected member or an acting CEO is to attend they can be so nominated without a further resolution.

Consultation:

Cr Quentin Davies

Cr Campbell Jones

Ms Helen Westcott, CEACA

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:

CEACA is of high strategic importance to the community and local government of the Shire of Wyalkatchem. Consistent and engaged representation is important to ensure the interests of the community are represented.

Voting Requirements: Absolute Majority

Council Decision Number:

Moved: **Seconded:**

Officer Recommendation:


That Council resolve the following:

- 1. Authorise Cr Quentin Davies as the Member to represent the interests of the Wyalkatchem district at any CEACA meeting or function;**
- 2. Authorise Shire of Wyalkatchem CEO, Ian McCabe, as Deputy Member, to represent the interests of the Wyalkatchem district at any CEACA meeting or function; and,**
- 3. Authorise the Shire of Wyalkatchem CEO to nominate an alternate representative as proxy in the event that none of the nominated members are available to attend.**

Vote:

8.4 MONTHLY OFFICER REPORTS

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

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Ian McCabe Chief Executive Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	11 October 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 September 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.

Comment:

There were 21 business days in September with one public holiday.

Unplanned leave in September totalled seven days (five persons), comprising four days (two persons) in Administration and three days (three persons) in Works. This compares with eight days unplanned leave in August. In all cases of unplanned leave, the Shire follows due process with support for all employees within the law and Council policy.

Senior Finance Officer Mrs Claire Trenorden attended WALGA's People and Culture Seminar 2 September 2016 to participate in an unfair dismissal scenario and learn about changed arrangements for elected member and officer misconduct; this workshop also included succession planning, technology in training, resilient workplace and industrial jurisdictions.

Mr Craig Harris commenced as Works Manager 12 September and has made a good start in organising the works programme and getting to know the District. On behalf of the Shire, we welcome Craig and look forward to his contributions to this local government.

Shire staff participated in preparations for the centenary of the Wyalkatchem District High School. Particular thanks go to the works crew who worked hard to present this community in the best light and the administration staff who supported event management and accommodation. Approximately 100 work hours of assistance was provided by the Shire as well as banking facilities. I would particularly like to thank community member Mr Roger McNee for volunteering his valuable time to work with Shire staff as they worked in the town streets to remove weeds. On behalf of Council and community, I congratulate the school community on a successful celebration and offer particular congratulations to those who organised the events, led by Mrs Christie Petchell, and worked in school grounds and completed outside improvements to the school frontage and gardens. Well done – it's brilliant.

The construction of the four independent living units is now at an advanced stage with the build at more than 80% of completion, the installation of the power transformer to the site and initial earthworks at Wilson Street. The CEO inspected the buildings 23 September with the project architect MCG Architects and can report that the build quality, fitout and technical compliance are all of a high standard. The buildings are to be moved to site in mid-November for connection to utilities and final fitout. The handover date is expected to be 16 December 2016 and discussions have commenced with Wyalkatchem Senior Citizen's Homes Trust Inc. (WSCHTI) about tenancing 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. 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.

Model jet aircraft enthusiasts West Jet held a trial fly event at the Wyalkatchem Aerodrome 30 September – 2 October. A group of 30 members stayed in Wyalkatchem for a weekend that was marked by wind and rain that unfortunately meant little flying took place. However, this did mean that the local economy had a minor boost from food and drink purchases and the facilities were trialled for future events.

Council met in forum 1 September to meet with Dowerin Council to discuss governance and regional issues. This was a very good meeting that built on the relationship of shire administrations and will allow both Councils to co-ordinate regional planning. Initial discussions will centre on services to visitors and opportunities for staff development.

Council also met in forum 8 September to liaise with Regional Development Australia Wheatbelt about the Strategic Community Plan and regional matters.

The ordinary meeting of Council was held 15 September to:

- Receive statutory reports (eg. financial reporting as required by regulation); monthly officer reports and project updates; the Principal Environmental Health Officer addressed Council about priorities and issues including mosquito control and tidy properties;
- Receive a presentation from guest Francesca Robertson of Edith Cowan University about Noongar history and the publishing of a map and book; Council appreciated the presence of guests Mr and Mrs Kevin and Rose Davis and Mr Doug Robertson.

The CEO represented the Shire of Wyalkatchem 1 September at Merredin, WALGA (West Australian Local Government Association) Greater Eastern Country Zone with Cr Davies; 7 September with Cr Davies for CEACA (Central East Aged Care Alliance) at Nungarin (including discussion with Senator Dean Smith about aged services and population strategy); 12 September at the AGM for the Wyalkatchem Senior Citizen's Homes Trust Inc. – the CEO provided an update to the meeting of the joint Wilson St project and CEACA; 16 September at City of Melville, Department of Local Government 'Age Friendly' workshop – Wyalkatchem was the only country local government in attendance and provided a number of differing perspectives on funding, services, population and engagement; 19 September, ordinary meeting of

Wyalkatchem Senior Citizen's Homes Trust Inc. to discuss waiting lists and future projects; 22 September, with Works Manager Craig Harris, Regional Road Group (at Mukinbudin); 23 September McGrath Homes construction site at Wangara for the build inspection; and later the same day at Fremantle to meet with Access Housing regarding the CEACA project – the Shire is currently negotiating with CEACA to place four or more independent living units on the Wilson Street site owned by WSCHTI within 12 months; 27 September NEWROC (North East Wheatbelt Regional Organisation of Councils) executive meeting at Bencubbin; 29 September at Northam, Police Remembrance Day – CEO also had discussions with representatives of the local governments of Dowerin, Beverley and Northam, the member for Central Wheatbelt, Hon. Mia Davies MLA; representatives of Department of Sports and Recreation, Department of Housing, St John Ambulance, the RSL, WA Police and Department of Fire and Emergency Services, as well as community members from various localities. Police Remembrance Day commemorates the death while serving of police officers and to recognise their sacrifice for community as well as that of their family and colleagues. This is the third year the CEO has represented Wyalkatchem at this ceremony.

CEO meetings included 2 September with CEO Merredin about CEACA; 5 September with Executive Officer of NEWROC about health services, strategy and planning; 6 September with Mr Craig Harris and Cr's Davies, Butt and Holdsworth – Mr Harris signed his employment contract with the Shire and toured various sites with family; 7 September by phone hook-up with Local Government Insurance Services about project risk management; 8 September with Mrs Rachel Nightingale and the CEO Dowerin and staff about tourism; 12 September with former ratepayer about managing local history; 12 September with City of Albany about Racewars; 13 September with representatives of CBH about road movements; 14 September with property owner about untidy property; 15 September with Cr Davies, Dr Awogun and representatives of Shire of Koorda, President Rick Storer and CEO David Burton to discuss Wyalkatchem Medical Practice and health services, including health issues and future plans; 20 September TPG town planning services about town planning; 20 September Infinite Energy about photo-voltaic panels for the administration building and medical centre; 21 September with ratepayers about community bus use; 30 September with West Jet about the planned event at the Wyalkatchem aerodrome.

Management work in September included the joint project with Wyalkatchem Senior Citizens' Homes Trust Inc.; a review of the Recycled Water Supply Agreement with

Water Corp (for water re-use on the oval and tennis courts); discussions and information exchange with Main Roads about the Goomalling-Merredin Road; preparation for the upcoming annual financial audit; liaising with representatives of the organising committee of the Wyalkatchem District High School centenary celebrations; preparation for the meeting of Wyalkatchem and Dowerin Councils; a review of Council policies continued; liaising with Community Resource Centre about library services; liaising with WA Contract Ranger Services and other local governments about animal control; liaising with Heavy Vehicle Services and Main Roads about Goomalling – Merredin Road and road ratings; liaising with legal advisor about historical legal matter; and various matters related to staff, including recruitment of the Works Manager, 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 to be resolved in October. Please refer attachment 1 for a summary report.

Strategic work in September included regional issues; preparation for a planned forum of the aged March 2017; preparation for Art and Photographic Exhibition April 2017 (with thanks to City of Belmont for their advice); liaising with Department of Lands and other parties about land use; commencement of planning for the 2017 Community Survey.

It is proposed that a hair dressing service supplied by Head Shed Home Hair Dressing (Mrs Sue Tulip) will commence in November at the Wyalkatchem Aerodrome terminal building. This building has been selected for suitability, access to hot water and proximity for potential customers across the district. The Environmental Health Officer has approved the site for this purpose and the proponent has suitable insurance. A trial will be conducted for several weeks before a formal agreement is struck.

Council commitments in October include:

- 6 October Council forum;
- 8 – 15 October Mental Health Week;
- 12 October LEMC (Local Emergency Management Committee);
- 20 October ordinary meeting of Council; guest Ms Wendy Newman, Wheatbelt Development Commission;
- 25 October NEWROC Council;
- Implementation of budget; preparation of Corporate Business Plan; continuation of independent living units project.

and, in November:

- 3 November District Emergency Management Committee;
- 10 November Council forum;
- 17 November Ordinary meeting of Council;
- 22 November NEWROC executive meeting;
- Implementation of budget; preparation of Corporate Business Plan; continuation of independent living units project.

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:

Moved: **Seconded**

Officer Recommendation:

That Council resolve the following:

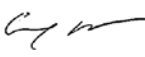
1. **Accept the Chief Executive Officer's Report for September 2016 as presented.**

Vote:

Major Projects and Budget Initiatives

Start Date	End Date	Work Days	% Complete	Project	Budgeted Value	Actual Value	Notes
4/10/2016	15/11/2016	31	51.6%	Front End Loader	\$318,182		WALGA eQuotes; six potential suppliers invited to provide tender submission. Two weeks for quotes; four weeks for trials and acceptance (six
3/10/2016	17/10/2016	11	Complete	Streetscape stage 1 (select contractor)	\$20,000		WALGA eQuotes; seven potential suppliers invited to provide tender submission.
29/09/2016	31/10/2016	23	91.3%	Solar panels for admin' and medical centre, stage 1 (select contractors and system).	\$25,000		WALGA eQuotes; one of three potential suppliers invited to provide tender submission responded; CEO reviewed WALGA advice and has invited additional quotes.
1/07/2016	30/06/2017	261	42.5%	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		
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 March 2017
1/07/2016	30/06/2017	261	42.5%	Netball Shelter	\$5,000		Quotes obtained for shelter; other works yet to be scoped.
1/07/2016	30/06/2017	261	42.5%	Shire housing - capital works and maintenance	\$42,780		
1/07/2016	30/06/2017	261	42.5%	Town Hall capital works	\$5,000		
1/07/2016	30/06/2017	261	42.5%	Recreation Centre - capital works, maintenance, paving	\$15,000		Pavers w/e 7/10/16
1/07/2016	30/06/2017	261	42.5%	Pioneer Park reticulation and other works	\$12,900		Requires additional works to power - awaiting quote; works will be adjusted to maintain budget
1/07/2016	30/06/2017	261	42.5%	Admin Park playground retic and shadesail	\$14,405		
1/07/2016	30/06/2017	261	42.5%	Solar lighting Railway Tce / Grace St	\$20,000		PTA / Brookfield approval pending
1/07/2016	30/06/2017	261	42.5%	Aerodrome works	\$10,000		Public notice for submissions by 30 Nov.
1/07/2016	30/06/2017	261	42.5%	Railway Stn.	\$14,460		Complete early 2017
1/07/2016	30/06/2017	261	42.5%	Railway Barracks	\$36,727		Scope of works likely to be reduced as not all are necessary
1/07/2016	30/06/2017	261	42.5%	IT Development	\$10,000		Calendar year 2017
1/07/2016	30/06/2017	261	42.5%	Cemetery Bins	\$1,800		
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	42.5%	Two way radio	\$25,000		
1/07/2016	30/06/2017	261	42.5%	Amazing Race	\$2,500		
1/07/2016	30/06/2017	261	42.5%	Wylie Fair	\$16,000		
1/07/2016	30/06/2017	261		Community well-being	\$25,000		
1/07/2016	30/06/2017	261	42.5%	Arts and Culture - photo and art exhibit April 2017	\$20,000		
1/07/2016	30/06/2017	261	42.5%	Waterwise Council			Awaiting advice from WaterCorp
1/07/2016	30/06/2017	261	42.5%	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– MANAGER OF WORKS– SEPTEMBER 2016

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Craig Harris Manager of Works
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	11 October 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 Manager of Works Report for the month of September 2016 as presented.**

Comments:

Manager of Works commenced employment 12 September 2016.

Road Maintenance & Projects:

Clearing has been undertaken on the following roads in preparation for adding gravel to the shoulders.

1. Parson's Road (650 m)
2. Wyalkatchem- Koorda Road (4 km)
3. Yorkrakine West Road (2.5 km)

Shoulder reinstatement on these roads is expected to continue through to November.

Photo-1 Wyalkatchem-Koorda Road.



Photo-2 Yorkrakine West Road



Roadbase Borrow Pits

The work for shoulder reinstatement on the Wyalkatchem-Koorda Road will be postponed due to no gravel source being immediately available in this area. Property owners of gravel pits previously used for works on this road are now reluctant to allow for gravel to be extracted from their pits for this purpose.

An application for a management order over the reserve on Holdsworth Road for the purpose of extracting gravel has been submitted to the Department of Lands.

Over the coming months new gravel sources will be investigated to ensure the Shire has sufficient gravel sources for roadworks with the aim of minimising carting costs and continuity of supply over coming years.

Ranger Service:

No major Ranger incidents to report.

Town Maintenance Program:

- Increased effort has gone into the maintenance of the Cricket Pitches and Tennis Courts in preparation for the beginning of the season this month. The cricket pitch has been sprayed for Black Beetle.
- Mowing and Clearing has been undertaken on a number of Shire owned lots around town. All Shire owned lots should have mowing and clearing completed this month.

Plant and Equipment:

The side tipper trailer has been sent to Lombardi's in Perth for repair. Minimum cost to make the trailer roadworthy is \$14,000. Quotes are being sought for a second-hand replacement trailer before the decision is made on whether to proceed with the trailer repairs.

Tenders:

Tenders closing in October:

1. Bulk Cartage.
2. Loader.

Swimming Pool Maintenance Program:

The swimming pool is scheduled to be open on the 19 October.

Priorities in the coming months are to ensure training is up to date, continuing with the works programme and establishing priorities.

Policy Implications:

There is no Council Policy relative to this report.

Voting Requirements Simple Majority

Council Decision Number:

Moved:

Seconded:

Officer Recommendation

That Council resolve the following:

1. **Accept the Manager of Works Report for September 2016 as presented.**

Vote:

8.4.3 GOVERNANCE – REPORTING – OFFICER REPORTS TO COUNCIL – GOVERNANCE AND EMERGENCY – SEPTEMBER 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:	7 October 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 September 2016 as presented**

Appendix

There is no attachment to this report

Emergency Services

Wyalkatchem's bush fire brigades AGM was held 22 September 2016 with a good turn out from members from Nalkain, Yorkrakine and Wyalkatchem. Matters discussed included lowering the fire ban rating on weekends from 32 to 30. This matter was moved, seconded and carried at the meeting. A fire truck for the area between Koorda and Wyalkatchem was discussed as was the amount of vegetation on the road verges at present, lack of mobile phone coverage and the volunteer fuel cards. Clarification was requested on total fire bans and harvest and vehicle movement bans. This will be made available on the shire website and put in the Wylie Weekly. A discussion was also had about the Wyalkatchem airport and whether it could be made a forward base for water bombers aircraft. This will be investigated.

Trent Tyler was appointed Chief Bush Fire Control Officer and Marcus Reilly was appointed Deputy Chief Bush Fire Control Officer. Dennis Reid, Ray Reid, James Ryan Ian Jones, Sean Stratford, Kennedy Pearse and Dale Tyler were appointed as Fire Control Officers. Dennis Reid, Ray Reid and James Ryan were appointed Dual Fire Control Officers for Kellerberrin and Tammin. Ian Jones, Sean Stratford and Kennedy Pearse were appointed as

Dual Fire Control Officers for Dowerin. Ian Jones, Trent Tyler, Dale Tyler and Sean Stratford were appointed as Dual Fire Control Officers for Koorda. Kennedy Pearse was appointed as a Dual Fire Control Officer for Cunderdin and Dennis Reid, Ray Reid, James Ryan, Dale Tyler, Trent Tyler and Sean Stratford were appointed as dual fire control officers for the Shire of Trayning.

The bush fire brigade membership register has been updated. DFES (Department of Fire and Emergency Services) have requested that volunteers should have photographic ID cards (this was a recommendation of the Ferguson Inquiry into the Waroona fires) and some photos have been taken of some of the bush fire brigade volunteers. This will be a work in progress.

The restricted burning period commenced 19 September and will finish 31 October. A firebreak notice was issued to all property owners within the town of Wyalkatchem. The letters were personalised and we have received some interesting responses ranging from "My yard is tidy, why have I been sent a letter!" to "What am I required to do to make my yard comply". All in all the letter has created some good interaction and discussion between home owners and the shire and hopefully will result in more yards being tidy in preparation for the warmer weather. Inspections will be conducted at the beginning of November. A personalised letter and fire break reminder flyer was sent to the smaller rural farmers within the Shire of Wyalkatchem in order to encourage compliance with the firebreak order. Inspections will occur during the first week in November.

I attended the District Operations and Advisory Committee (DOAC) meeting 20 September. This was an informative meeting which included DFES advising that they will be fitting Automatic Vehicle Locators (AVL) in the Nalkain and Yorkrakine Light Tankers and the Wyalkatchem fire truck. A discussion was had about the volunteer ID cards

Governance

The fencing of the tennis club in preparation for the family day care centre is complete. Advisor, Great Beginnings Family Day Care will inspect the premises in the week beginning 17 October 2016.

An enquiry from a hairdresser to set up in Wyalkatchem was received. The railway station room was considered, however due to heritage restrictions on putting pipes into walls (for a hot water system), this has been deemed not suitable at this stage unless an alternative portable hot water system can be found. The airport terminal building will be trialled for this purpose pending an agreement.

Price Consulting will conduct the CEO review and will start collating the information required in early 2017.

Priorities for the coming month include adding land and air search to the risk register and updating the LEMA (Local Emergency Management Arrangements) to reflect this. The LEMA will be sent out to LEMC (Local Emergency Management Committee) stakeholders for comment and then tabled at the February LEMC meeting for endorsement and then at the March council meeting. The next LEMC meeting is 12 October.

I am hoping to gain a further understanding of HACC (Home and Community Care) and related services, such as 'care packages', to establish how services can be improved to better assist the residents of Wyalkatchem. This is with particular reference to the new units being built and associated demand for services.

Further research in to a suitable generator for the admin building and a tanked water supply for North Korrelocking is being investigated.

Consultation:

Sharon Palumbo	Great Beginnings Family Day Care
Leanne Rodgers	Wyalkatchem Family Day Care Co-ordinator
Marcus Reilly	Deputy Chief Bush Fire Control Officers
Ian McCabe	CEO
Trent Tyler	Chief Bush Fire Control Officer
Natalie Lincolne	Price Consulting Group Pty Ltd
Sue Tulip	The head Shed
Justin Corragen	DFES

Statutory Environment:

Local Government Act 1995
Local Government (Administration) Regulations 1996
Emergency Management Act 2005
Bush Fires Act 1954
Hairdressing Establishment Regulations 1972

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

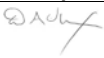
Simple Majority

Council Decision Number:**Moved:****Seconded****Officer Recommendation:****That Council resolve the following:**

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

Vote:

8.4.4 GOVERNANCE – REPORTING - PRINCIPAL ENVIRONMENTAL HEALTH OFFICER REPORT: SEPTEMBER 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:	10 October 2016
DISCLOSURE OF INTEREST:	The author has no financial interest in this matter.

SUMMARY:

That Council resolves the following:

- 1. Accept the Principal Environmental Health Officer Report for September 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. On 29 September the PEHO took a rostered day off.

Food Premises and Public Buildings.

The PEHO has continued with routine inspections of Food Premises and Public Buildings.

The annual Public Building inspections for five shire buildings were carried out and reports recorded on the filing system.

Property Transfers.

The PEHO has completed two routine property transfer reports in the last month.

Private pool fence inspections.

Under the Building Act and Regulations the Shire must inspect all private pools and outdoor spa pools in the district for the safety of their fencing at least every four years. The PEHO has compiled a current list of 18 known private pools or spas and continues to inspect their fences.

A reinspection of the pool at 32-34 Johnston St., was carried out as part of a property enquiry.

The PEHO became aware of requirements for pool skimmer boxes and arranged to send out an advisory note to the pool owners who had already had their pools inspected to be aware of the current requirements regarding skimmer boxes.

Waste Survey.

The annual waste survey from the Department of Environment and Regulation was completed and sent.

Squalor and Hoarding Survey.

This survey came from the Department of Health and was completed and lodged online.

Mosquito control.

With the weather warming up we can expect to have an increasing mosquito nuisance in the town. The PEHO proposes the following actions –

- 1/ Issue a public notice for all householders to ensure that their water tanks and septic tanks are sealed, meshed or treated to stop mosquito breeding.
- 2/ The PEHO carries out a systematic inspection program of septic tanks in the unsewered part of town to ensure they are not supporting mosquito breeding.
- 3/ The PEHO carries out an inspection program looking for other potential breeding sites in the town area and treating them if necessary.

Upcoming events and priorities.

As the public pools is open to the public shortly the PEHO must do initial testing and sampling prior to their opening. This is a requirement of the Health (Aquatic Facilities) Regs.

The PEHO will also be sampling the water in the shire's stormwater dam and tennis courts tank where the water is used on the oval and tennis courts. This is required under our license from the Health Department to reuse the water.

On 6 October the PEHO attended a meeting with the Department of Water regarding their regulation of Shire run water facilities. There are no specific implications for the Shire of Wyalkatchem as the meeting dealt with shire run sewerage systems. Ours is managed by WaterCorp.

Consultation:

Mrs 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

Moved:

Seconded:


Officer Recommendation:

That Council resolves the following:

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

Vote:

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

FILE REFERENCE:	13.09.01
AUTHOR'S NAME AND POSITION:	Mikahla Wells Administrative Officer
AUTHOR'S SIGNATURE:	
DATE REPORT WRITTEN:	30 September 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 September 2016 as presented.**

Appendix: There is no attachment to this item.

Comment:

This month has seen our website finally upgraded to be mobile friendly. In doing this the website has been updated overall and farmers can now view features easily, especially the fire danger rating, which will be very useful this summer.

The official opening of the refurbished rec centre kitchen has been organised this month. Unfortunately no political representatives are available to attend the event, but a number of community representatives have responded positively and will be attending the celebration 4 October.

Regular meetings with CRC Co-Ordinator, Lynsey Gawley continued this month with attention focussed on upcoming grant opportunities and local events.

Dannelle Foley visited Wyalkatchem on behalf of Wheatbelt Development Commission to seek feedback about the Commission's 'Age Friendly Communities

Grant'. Processes including the audit, application and acquitting of the grant were discussed. We look forward to seeing the final report.

A draft strategy and plan for accreditation as a Water Wise Council has been submitted to Water Corp for review and feedback.

Priorities for October are to assist with arrangements for the commencement of family day care; continue with Waterwise Council and arrangements for the Wyalkatchem Fair and any arrangements required for the commencement of the pool season.

Consultation:

Ian McCabe	CEO Shire of Wyalkatchem
Trevor Webb	Manager of Works
Rachel Nightingale	Administrative Officer
Lynsey Gawley	CRC Coordinator
Trevor Kenney	Webarena
Dannelle Foley	Wheatbelt Development Commission

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:

Moved **Seconded**

Officer Recommendation:

That Council resolve the following:

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

Vote:

- 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**
- 12. Matters for which the meeting may be closed**
- 13. Closure of meeting**