



SHIRE OF ASHBURTON

ORDINARY COUNCIL MEETING

**ATTACHMENTS
(Public Document)**

**Onslow Multi-Purpose Centre
Cnr McGrath Road & Hooley Avenue
Onslow**

10 December 2014

Governance & Executive Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	10/14	20	Special Meeting of Council	<p>That Council:</p> <ol style="list-style-type: none"> 1. Convenes a Special Meeting of Council at Onslow Business House, Second Avenue Onslow on 12 October 2014 commencing at 7.00 pm for the purpose of considering the building design and business case for the Paraburdoo Community Hub, in order that it can be referred to the Pilbara Development Commission for consideration of grant funding at its 11 December meeting; and 2. Approve the use of instantaneous communications for the Special Meeting in the following locations: Onslow Business House, Second Avenue Onslow Tom Price Council Chambers, Central Rd Rd, Tom Price Paraburdoo Office Meeting Room Ashburton Ave, Paraburdoo Pannawonica Library, Pannawonica Drive, Pannawonica 	<p>Complete</p> <p>(November 2014)</p>
13	07/14	16.2	<p>In Principle Support for a Joint Development Between the Shire and the Department of Housing for Staff Housing in Onslow</p> <p>MINUTE: 11831</p>	<p>The officer recommendation be adopted and that Council:</p> <ol style="list-style-type: none"> 1. Provide in-principle support for a joint development partnership between the Department of Housing and the Shire of Ashburton for the development of Service Worker and Staff Accommodation across Lots 396, 397 on Reserve 41970 and Lots 398, 399 and 400 Third Avenue Onslow; 2. Delegate authority to the Chief Executive officer to progress the proposal and negotiate the financial terms, project management arrangements and design concepts of the proposed joint development partnership; and 3. Request a final report to be presented to Council at a later date that details the particulars of the project before commencement of the proposed partnership. 	<p>Progressing</p> <p>Basic design / density concepts / parameters have been discussed with DoH. Next update to Council will be when initial costings have been calculated (2015).</p> <p>(November 2014)</p>

Governance & Executive Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
2	01/14	18.1	Confidential Item - Onslow Airport Finances And Related Matters MINUTE: 11742	<ol style="list-style-type: none"> 1. Acknowledges the current situation with the Onslow Airport Project (the Project) as detailed in the report and resolves to move forward by way of: <ol style="list-style-type: none"> (a) Noting that the terminal and other landside facilities for the airport are essential for Regular Passenger Transport (RPT) needs and should be completed as soon as possible. 2. Notes that works on the Project have reached an advanced stage of completion and now resolves that work should continue as expeditiously as possible to final completion and to a standard to satisfy the minimum requirements to provide for RPT services. All work to be done will be in accord with detailed estimates and expenditure and will follow all Council policies and statutory requirements. In addition, where necessary, variations be submitted to the WSIWG for approval before expenditure occurs. 7. Authorise the CEO to negotiate with the current leasees of the aircraft hangers at the Onslow Airport, an arrangement to achieve an outcome that will allow the planned development at the Airport to be completed so as to achieve the regular passenger transport status for the facility. 	Progressing 1(a). Anticipated to be by the end of 2014 or early 2015. 2. Completed - Category 6 RPT achieved. 7. Ongoing - In regard to the hanger that was required to be dismantled and removed, the concrete pad & footings have been demolished but still remain on the site until arrangements can be made for waste disposal at Karratha's refuse disposal site. Services have been terminated to remaining Hangar and final

Governance & Executive Services Status Report

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					notice has been issued to Lessee. Legal advice being sought to conclude the removal of the excess building materials. (November 2014)

Community Development Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
1	08/14	12.1	Naming of Playground in Reserve 43565 Paraburdoo to be Officially Named 'Train Park' MINUTE: 11837	That Council: 1. Endorse, based on community consultation and discussion with Landgate that the playground area in Reserve 43565, commonly referred to as 'Meeka Park' be officially named 'Train Park'; and 2. That following Council endorsement, this name be submitted to the Geographic Names Committee as per their Policy and Standards.	Progressing Signs ordered Budget amendment for installation to be presented to Ordinary Meeting of Council December 2014 (November 2014)
2	01/14	11.2	Naming Of Playground In Reserve 43565, Playing Fields In Reserve 39572 And Paraburdoo Swimming Pool MINUTE: 11733	That Council; 1. Endorse: 1.1. The playground area in Reserve 43565, commonly referred to as 'Meeka Park' being officially named 'The Paraburdoo Train Park'. 1.2. The playing fields in Reserve 39572, commonly referred to as 'Top Oval' being officially named 'Judy Woodvine Oval'. 1.3. The Paraburdoo swimming pool being officially named the 'Quentin Broad Swimming Pool'. 2. Note that the preferred names will be submitted to the Geographic Names Committee as per its Policy and Standards. 3. Refer the matter of the proposed budget expenditure of \$20,000 for signage and opening ceremonies to the March 2014 budget review for consideration.	Progressing See 08/14 12.1 Minute 11837 Confirmed by Geographical Naming Committee: Judy Woodvine Oval Quentin Broad Swimming Pool Train Park (November 2014)

Community Development Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
3	06/14	12.2	Proposal To Upgrade Paraburdoo Sports Pavilion To Potentially Relocate And Accommodate The Lifestyle Centre Paraburdoo Incorporated MINUTE: 11816	That unless sufficient funding can be secured to incorporate the gymnasium into the Paraburdoo CHUB, Council: 1. Considers capital works to the Paraburdoo Sports Pavilion and associated relocations of groups to accommodate The Lifestyle Centre Paraburdoo Incorporated in the 2015/16 financial budget; and 2. Support further negotiations with The Lifestyle Centre Paraburdoo to progress this matter. 3. Consult with existing Paraburdoo Sports Pavilion user groups.	Completed See minutes from Special Council Meeting held on 12 November 2014 (November 2014)
4	02/14	11.1	Community Request To Utilise Buildings At Camp David, Deepdale Drive, Pannawonica MINUTE: 11748	That Council: 1. Approves the use of buildings marked in ATTACHMENT 11.1A (ie Recreation Room, Laundry Room and Blocks B to I) of Camp David, Deepdale Drive, Pannawonica to enable them to be utilised by community organisations, such as the Pilbara Regiment and the Panna Men's Shed subject to RTIO gaining the relevant approvals. That all remaining buildings be demobilized and removed by 30 April 2014. 2. Require the removal of all remaining buildings at Camp David by 30 April 2014.	Completed (November 2014)
5	01/14	11.1	Entry Statements Onslow, Paraburdoo And Tom Price, And Anzac Park Redevelopment For Paraburdoo.	That Council: 1. Acknowledges Smith Sculptors as providing a unique service as per Local government (functions and General) Regulations 1996 Part 4 Division 2 11 (2) (f) and appoints them as the designers, constructor's and installers of the Tom Price, Onslow and Paraburdoo Entry statements and the Tom Price	Ongoing Deferred to 2015/16 budget consideration. (November 2014)

Community Development Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			MINUTE: 11730	<p>and Paraburdoo Anzac Parks;</p> <p>2. Accepts the design concepts for the Onslow Entry Statement (attachment 11.1A), the Paraburdoo Entry Statement (attachment 11.1B), the Paraburdoo Anzac Park (attachment 11.1D) and the Tom Price Anzac Park (attachment 11.1E);</p> <p>3. Allocates priority to the Tom Price and Paraburdoo Anzacs Parks and authorises the CEO to apply his best endeavors to identify and source external funding opportunities for these projects; and</p> <p>Considers a contribution to the costs of these projects as part of its 2014/15 budget deliberations.</p>	
6	12/13	11.3	<p>Spending Priorities For Remaining Monies For Clem Thompson Pavilion And Oval Redevelopment</p> <p>MINUTE: 11722</p>	<p>That Council:</p> <p>2. Approves the following additional items, in priority order, to be undertaken within the budget parameters of the interest received from the Royalties for Regions funding for the Clem Thompson redevelopment:</p> <ul style="list-style-type: none"> a. Asphalt to disabled car parking bay and bus parking bay b. Sponsorship/naming signage c. Opening event d. Mag locks on Club room doors e. Additional roll on turf for warm-up field f. Lighting for warm up field g. Pedestrian gate and footpath (next to vehicle access) h. Lights over cricket nets i. Curtains/blinds on club room doors j. Chilled water fountain k. Ice making machine l. Benches in Club rooms m. Hooks on Club room walls 	<p>Progressing</p> <p>Most items completed</p> <p>Playground being progressed in partnership with Tom Price Progress Association, anticipated installation date June 2015</p> <p>(November 2014)</p>

Community Development Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				n. Club names on Club room doors o. No smoking signage and butt bins p. Playground 3. That the playground be undertaken as the final item so all remaining monies, including any savings from other items, can be allocated to the playground. 3. Considered the sealing of the Bowling Club/Gym car park be as part as the 2014/2015 budget deliberations.	
7	03/13	15.2	Lease For Onslow Rodeo Club MINUTE: 11468	That Council accepts the attached Lease Agreement ATTACHMENT 15.2, for a maximum of 3 years, renewable in 6 monthly increments, and a fee of \$500 per annum (subject to CPI increases) for the Onslow Rodeo Club over Reserve 38264 (Lot 87 Onslow Road, Onslow).	Completed (November 2014)
8	11/12	15.3	Community Bus Tom Price MINUTE: 11360	That Council direct the CEO to present a further report on Community Bus for Tom Price to a Council meeting by March 2013.	Completed Included in the 2014/15 budget (November 2014)

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
1	11/14	13.1	Annual Policy Review October 2014 MINUTE: 11875	<p>That Council adopts:</p> <ol style="list-style-type: none"> 1. The proposed new policy as per ATTACHMENT 13.1 ELM15 Elected Members Business Wear 2. The proposed reviewed policies as per ATTACHMENT 13.1 (with the following clarifications) ADM03 Flying of Flags Council Buildings- add compliance to the National Flag Protocols. ADM06 Use of Shire of Ashburton Logo and Crest ADM07 Strategic Media Policy CORP5 Risk Management Policy ELM03 Recognition of Councillors and Citizens (including Commemorative Naming) ELM08 Order of Business- Ordinary Council Meetings ELM09 Elected Member Information Forums ELM10 Financial Sustainability Policy ELM11 Integrated Planning Policy ELM12 Workforce Planning and Management Policy EMP24 Corporate Credit Card ENG01 Street Lawns and Gardens ENG06 Temporary Road Closures – a Councillor workshop be held to enable communications of local flood history. ENG08 Bush Fire Policy ENG09 Asset Management Policy ENG10 Guidelines for Urban Development ENG12 Private Works Policy FIN04 Buy Local- Regional Price Preference policy FIN06 Significant Accounting Policy FIN09 Authorised Signatures for Cheque/Electronic Funds Transfer (EFT) Payments FIN10 Wittenoom Townsite, Wittenoom Gorge and Yampire -Gorge Rates and Services 	Complete Policy Register updated (November 2014)

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>FIN12 Purchase and Tender Policy – change the review date to 2015 (annually).</p> <p>FIN13 Accounts Receivable Recovery</p> <p>REC01 Review of the Consumption of Alcohol</p> <p>REC06 Vandalism - Reward for Conviction</p> <p>REC07 Tourism policy for the Shire of Ashburton</p> <p>REC08 Community Donations, Grants and Funding Policy</p> <p>REC09 Premier's Australia Day Awards</p> <p>3. The proposed revoked policies as per ATTACHMENT 13.1</p> <p>ADM05 Video Conferencing Facilities</p> <p>BLD01 Enclosed of Residential Carports</p> <p>BLD02 Fencing</p> <p>BLD03 Construction of Retaining Walls in Residential Areas</p> <p>ENG07 Provision of Grids on Public Roads and Stations</p> <p>FIN02 Financial Requests</p> <p>FIN08 Prize Incentive Scheme for Early Payment of Rates</p> <p>REC03 Recognition of Citizens</p>	
2	11/14	13.2	<p>Shire of Ashburton Fencing Amendment Local Law 2014</p> <p>MINUTE: 11877</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Adopt the Shire of Ashburton Fencing Amendment Local Law 2014 as per ATTACHMENT 13.2 in accordance with the provision of the Local Government Act 1995; 2. Endorse the purpose and effect of the local law being; <ol style="list-style-type: none"> a. The purpose of this local law is to provide for the regulation, control and management of fences within the district. b. The effect of this local law is to; <ol style="list-style-type: none"> (a) regulate, manage and control fences; and (b) establish the standard of a sufficient fence according to land use. 3. Authorise the local law's gazettal in the <i>Government Gazette</i>; 4. Authorise the public notice advertisement, (after gazettal), of the date of the 	<p>Complete</p> <p>Publishing in Government Gazette 28 November 2014.</p> <p>(November 2014)</p>

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				Shire of Ashburton Fencing Amendment Local Law 2014; and 5. Authorise the Shire President and the Chief Executive Officer to affix the Shire's Common Seal to the Shire of Ashburton Fencing Amendment Local Law 2014																																																								
3	11/14	13.3	Budget Amendment/ Variation MINUTE: 11878	<p>That Council approve the required budget variations to the Adopted Budget for 2013/2014 as outlined below:</p> <table><tr><td colspan="5">1. Community Development: Youth Activities Western Sector</td></tr><tr><td>GL/Job Number</td><td>General Ledger Description</td><td>Current Budget</td><td>Variation Amount</td><td>Revised Budget Figure</td></tr><tr><td>119745</td><td>Ops- Budget Only (Funded activities prior year carry over)</td><td>\$109,685</td><td>-\$55,000</td><td>\$54,685</td></tr><tr><td>080062</td><td>Ops- General Programs Onslow</td><td>\$90,000</td><td>\$50,000</td><td>\$140,000</td></tr><tr><td>EV73</td><td>Ops- Welcome to Onslow Events</td><td>\$20,000</td><td>\$5,000</td><td>\$25,000</td></tr><tr><td colspan="5">Reason: A variation required to move funds from operations budget to appropriate programmed areas to reflect current expenditure forecasts. This variation will have nil effect on the budget.</td></tr><tr><td colspan="5">2. Corporate Services: Information systems</td></tr><tr><td>GL/Job Number</td><td>General Ledger Description</td><td>Current Budget</td><td>Variation Amount</td><td>Revised Budget Figure</td></tr><tr><td>041002</td><td>Ops- Consultants/Project cost</td><td>\$50,000</td><td>-\$16,000</td><td>\$34,000</td></tr><tr><td>042465</td><td>Cap- Communications Equipment</td><td>\$0</td><td>\$16,000</td><td>\$16,000</td></tr><tr><td colspan="5">Reason: Allocation required from Business improvement budget to purchase speaker, microphone & PA system for council meetings. This variation will have nil effect on the</td></tr></table>	1. Community Development: Youth Activities Western Sector					GL/Job Number	General Ledger Description	Current Budget	Variation Amount	Revised Budget Figure	119745	Ops- Budget Only (Funded activities prior year carry over)	\$109,685	-\$55,000	\$54,685	080062	Ops- General Programs Onslow	\$90,000	\$50,000	\$140,000	EV73	Ops- Welcome to Onslow Events	\$20,000	\$5,000	\$25,000	Reason: A variation required to move funds from operations budget to appropriate programmed areas to reflect current expenditure forecasts. This variation will have nil effect on the budget.					2. Corporate Services: Information systems					GL/Job Number	General Ledger Description	Current Budget	Variation Amount	Revised Budget Figure	041002	Ops- Consultants/Project cost	\$50,000	-\$16,000	\$34,000	042465	Cap- Communications Equipment	\$0	\$16,000	\$16,000	Reason: Allocation required from Business improvement budget to purchase speaker, microphone & PA system for council meetings. This variation will have nil effect on the					Complete Budget figures updated (November 2014)
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Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision					Current Status
								Figure	
				Onslow Airport Camp					
				Operating Expenditure					
				135120	Transportable Accommodation Rental	\$160,000	\$324,050	\$484,050	
				135125	Plant Hire Expenses	\$20,000	\$41,930	\$61,930	
				135130	Camp Management Expenses	\$75,000	\$199,020	\$274,020	
				135132	Demolisation costs	\$0	\$500,000	\$500,000	
				135135	Salaries & Wages	\$33,003	\$(3,653)	\$29,350	
				135138	Insurance	\$17,811	\$(3,961)	\$13,850	
				B466	Building Maintenance Airport Camp	\$12,000	\$26,950	\$38,950	
				O466	Operational cost Airport Camp	\$77,000	\$124,579	\$201,579	
				135145	Minor Assets	\$0	\$90	\$90	
				135146	Administration Allocation	\$44,502	\$(18,552)	\$25,950	
				Total		\$439,316	\$1,190,453	\$1,135,830	
				Operating Income					
				135100	Accommodation/Rental Income	\$(100,000)	\$(389,360)	\$(489,360)	
				135102	Accommodation Service Fee (Non Cash)	\$(52,000)	\$(8,900)	\$(60,900)	
				Total		\$(152,000)	\$(398,260)	\$(550,260)	
				Nameless Valley Camp					
				Operating Expenditure					
				135220	Transportable Accommodation Rental	\$480,000	\$(271,370)	\$208,630	

Corporate Services Decision Status Report

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				135225	Demolisation costs	\$200,000	\$300,000	\$500,000	
				135230	Cleaning Expenses	\$129,600	\$(126,820)	\$2,780	
				135235	Salaries & Wages	\$24,000	\$130,286	\$154,286	
				135238	Insurance	\$0	\$0	\$0	
				135240	OP-Building Prog NV Camp	\$183,500	\$(183,500)	\$0	
				B467	Building Maintenance NV Camp	\$108,000	\$(93,570)	\$14,430	
				O467	Operational cost NV camp	\$141,600	\$(96,150)	\$45,450	
				135245	Minor Assets	0	\$13,630	\$13,630	
				135246	Administration Allocation	\$14,049	\$(6,049)	\$8,000	
				Total		\$1,280,749	\$(333,543)	\$947,206	
				Operating Income					
				135200	Accommodation/Rental Income	\$(360,000)	\$314,500	\$(45,500)	
				135202	Accommodation Service Fee (Non cash)	0	\$(48,150)	\$(48,150)	
				Total		\$(360,000)	\$266,350	\$(93,650)	
				Private Works					
				Operating Expenditure					
				X009	P/WKS Nameless Valley Camp	\$225,000	\$(225,000)	\$0	
				Reason: It was decided a mini budget review was the most appropriate way to address the funding of the demobilisation of these two Camps. The review makes projections until the end of January 2015 and utilises any excess funds to fund a portion of the demobilisation expenses. The net effect is that \$500,000 (tenders yet to be called) will be required to be funded through the Budget Review.					

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				<table><tr><td colspan="5">6. Community Development: Foreshore Areas - Onslow</td></tr><tr><td>GL/Job Number</td><td>General Ledger Description</td><td>Current Budget</td><td>Variation Amount</td><td>Revised Budget Figure</td></tr><tr><td>B603</td><td>Ian Blair Boardwalk</td><td>\$5,000</td><td>\$26,000</td><td>\$32,000</td></tr><tr><td>15099</td><td>Onslow MPC - Install Reception Area</td><td>\$68,000</td><td>\$(26,000)</td><td>\$36,000</td></tr><tr><td colspan="5">Reason: A section of the Ian Blair Memorial Boardwalk is currently closed due major termite damage. As a result, the boardwalk is structurally unsafe and a major hazard to the community and cannot be used to its full potential due to the closure. Funds are required to undertake urgent repair works.</td></tr></table>	6. Community Development: Foreshore Areas - Onslow					GL/Job Number	General Ledger Description	Current Budget	Variation Amount	Revised Budget Figure	B603	Ian Blair Boardwalk	\$5,000	\$26,000	\$32,000	15099	Onslow MPC - Install Reception Area	\$68,000	\$(26,000)	\$36,000	Reason: A section of the Ian Blair Memorial Boardwalk is currently closed due major termite damage. As a result, the boardwalk is structurally unsafe and a major hazard to the community and cannot be used to its full potential due to the closure. Funds are required to undertake urgent repair works.					
6. Community Development: Foreshore Areas - Onslow																														
GL/Job Number	General Ledger Description	Current Budget	Variation Amount	Revised Budget Figure																										
B603	Ian Blair Boardwalk	\$5,000	\$26,000	\$32,000																										
15099	Onslow MPC - Install Reception Area	\$68,000	\$(26,000)	\$36,000																										
Reason: A section of the Ian Blair Memorial Boardwalk is currently closed due major termite damage. As a result, the boardwalk is structurally unsafe and a major hazard to the community and cannot be used to its full potential due to the closure. Funds are required to undertake urgent repair works.																														
4	11/14	13.5	GRV Rating of Worker Accommodation Facilities MINUTE: 11879	<p>That Council request the Minister for Local Government make a determination in accordance with the provisions of Sections 6.28 and 6.29 of the Local Government Act 1995, that the method of valuing the following land for the purposes of rating be Gross Rental Value:</p> <ul style="list-style-type: none">1. The site of Paulsens Camp (owner, Northern Star Resources Ltd), generally as identified in ATTACHMENT 13.5B to this report;2. The site of Spinifex (Yandi Mine) Camp (owner, BHP Billiton Ltd), generally as identified in ATTACHMENT 13.5C; and3. The site of Bonnie Doone Camp (owner, FMG Ltd), generally as identified in ATTACHMENT 13.5D.	Ongoing As quorum was not present at the November 2014 meeting, the item is being resubmitted to the December 2014 Council meeting. (November 2014)																									
5	11/14	17.1	Change of Council Recommendation (MINUTE NO. 11873) - Renaming Mt	That Council <u>revoke</u> its resolution at Item 17.1 - Renaming Mt Nameless/ Jarndunmunha to Mt Jarndunmunha - of 15 October 2014, namely (<i>That the Chief Executive Officer research and report back to Council on the process for considering the renaming Mt Nameless/Jarndunmunha, to Mt Jarndunmunha, including the requirement and benefit of undertaking community consultation on</i>	Complete (November 2014)																									

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			Nameless/Jarndunmunha to Mt Jarndunmunha MINUTE: 11886	<i>this question).</i>	
6	10/14	17.1	Renaming Mt Nameless/Jardunmunha to Mt Jarndunmunha MINUTE: 11873	That the Chief Executive Officer research and report back to Council on the process for considering the renaming Mt Nameless/Jarndunmunha, to Mt Jarndunmunha, including the requirement and benefit of undertaking community consultation on this question.	Complete Resolution revoked at November 2014 Council Meeting (Minute Ref 11886) (November 2014)
7	09/14	13.1	Shire of Ashburton Fencing Amendment Local Law 2014 MINUTE: 11854	That Council: 1. Endorse the Shire of Ashburton Fencing Amendment Local Law 2014 ATTACHMENT 13 2. Endorse the purpose and effect of the local law being; a. The purpose of this local law is to provide for the regulation, control and management of fences within the district. b. The effect of this local law is to; (a) regulate, manage and control fences; and (b) establish the standard of a sufficient fence according to land use. 3. Authorise the required advertising in a state-wide newspaper, inviting public comment on the amendment local law, being open for a period of not less than 6 weeks (42 days) as per section 3.12 of the Local Government Act 1995.	Complete Matter progress to November 2014 Council meeting. (November 2014)
8	09/14	13.4	Minor Local Government Boundary Amendment -	That Council: 1. Support the Shire of Upper Gascoyne's petition to the Local Government Advisory Board to amend the Shire of Ashburton and Upper Gascoyne Local Government boundaries to align with the Department of Lands boundary	Complete Letter in relation to point 3 has been sent to the Shire

ATTACHMENT 11.1

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			<p>Mangaroon Station and Maroonah Station</p> <p>MINUTE: 11857</p>	<p>identified on the Certificate of Title for Mangaroon and Maroonah Stations;</p> <p>2. Endorses Shire Administration to proceed with formalities to amend the Town Planning Scheme in line with the Certificate of Title survey for the adjoining properties; and</p> <p>3. Request that the Shire of Upper Gascoyne contribute to the Shire of Ashburton's expenses for the costs associated with the administration of the boundary change involved to the value of \$1000.</p>	<p>of Upper Gascoyne. Awaiting response.</p> <p>Shire of Upper Gascoyne has agreed to make a contribution to the costs. They have sought advice from the Local Government Advisory Board</p> <p>Contribution has been received from the Shire of Upper Gascoyne.</p> <p>Shire of Upper Gascoyne progressing the matter.</p> <p>(November 2014)</p>
9	08/14	18.1	<p>Naming of a Geographical Location in Honour of Former Cr Peter Foote</p> <p>MINUTE: 11851</p>	<p>That Council authorise Shire of Ashburton staff to research the potential of naming a geographical location in honour of former Cr Peter Foote.</p>	<p>Complete</p> <p>Initial response from Geographic Naming Committee indicates, the person must be deceased for more than 2 years before naming can be considered, must have had a long association (over 20 years) with the area, the</p>

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
					<p>geographic feature is not already named or has name which is in common use and there is a preference given to indigenous names.</p> <p>Staff have commenced investigation the preparation of a policy to recognise Councillor Service</p> <p>Policy ELM03 being submitted to November 2014 OCM for approval</p> <p>Revised Policy adopted at November 2014 Council meeting</p> <p>(November 2014)</p>
10	04/14	13.1	<p>Shire of Ashburton Office/Hall/Library Onslow - Concept Plans</p> <p>MINUTE: 11779</p>	<p>That Council:</p> <ol style="list-style-type: none"> Note the community consultation received and commit to informing the community of the Council's position on that contribution; Endorse the suggested officer responses to the various community contribution issues raised for consideration; Endorse the Gresley Abas Concept Plan for the replacement Office/Hall & Library in Onslow; 	<p>Ongoing</p> <p>Update of project sent to Councillors Via email 30 June 2014.</p> <p>Tenders were advertised</p>

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> d. Allocate funding of \$9.5 million in the 2014/15 budget (including a loan of up to \$4m); e. Formally apply for the full \$2m from the Community Development Fund (allocated to 'Customer Service Centre') for the project; and f. Authorise proceeding to a Design & Construct Tender for the Construction of Shire of Ashburton Office/Hall/Library complex in Onslow. 	<p>for Architects and associated Consultants for this project on 2 August 2014. Closing date 15 August 2014.</p> <p>Detailed design scope tender awarded to Hodge Collard Preston.</p> <p>Detailed design scope provided by Hodge Collard Preston has been reviewed and additional financial probity conducted by an independent quantity surveyor. Financials are in line with budget expectations. D&C tender being finalised for advertising last week of October 2014.</p> <p>(October 2014)</p>
11	08/13	18.1	Probity Audit - Report To Be Provided MINUTE: 11629	<ul style="list-style-type: none"> 1. Receive the report 'Carbone Report' as previously circulated; and 2. As a matter of priority request the new Chief Executive Officer to provide a further report outlining a structured methodology to address the recommendations of the Carbone Report. 3. Form a working group comprising of the Shire President and Deputy President, 	<p>Complete</p> <p>Refer to the Ordinary Meeting Council 15 October 2014 minutes.</p>

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				with the capacity to co-opt other members to work with the Chief Executive Officer to work through the recommendations of the Carbone Report in providing this report to Council as required in Point 2. 4. Authorise the working group to add other areas of operational issues identified by the working group for the Chief Executive Officer to address in the report to be prepared as required in Point 2.	(November 2014)
12	06/13	11.4	Financial Management Audit MINUTE: 11545	That Council: 1. Receives the Financial Management Review as per Regulation 5(2)(c) of the Local Government (Financial Management) Regulations 1996; Directs the Chief Executive Officer to take action on the recommendations contained in the report.	Ongoing A/CEO has directed Finance Manager to address issues raised in the Financial Management Review and report back to him. 95% of issues now addressed. Remaining issue relates to Business Continuity in order to proceed funding will be required in the 2015/16 Budget (November 2014)
13	09/12	11.6	GRV rating of worker accommodation facilities and other selected	That Council 1. Adopt Draft Council Policy "Gross Rental Valuation Rating of Worker Accommodation Facilities and other Selected Capital Improvements on Mining and Petroleum Leases". 2. Implement a program of GRV rating Workers Accommodation Facilities and	Complete Matter progressed at November 2014 Council meeting.

Corporate Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			capital improvements on mining and petroleum leases MINUTE: 11282	other GRV rateable improvements on mining tenements and petroleum licenses, within the constraints generated by existing "State Agreement" legislation; and 3. Instruct the Chief Executive Officer to proceed with implementing the policy in 1 above, in accordance with the procedures set out in the Department of Local Government's publication "Guideline Number 2. Changing Methods of Valuation of Land (Revised March 2012)".	Other camps will be investigated and when necessary, reports will be made to Council to progress any application to the Minister for Local Government. The process is now considered operational. (November 2014)
14	12/09	12.12.7 6	Realignment of Hillside Pastoral Station Boundary Border	That Council defer consideration of the agenda item until the February 2010 meeting of Council, the reason being subsequent to the preparation of the agenda item the Shire received two more proposals from the Local Government Advisory Board to amend the Shire's boundary with the Shire of East Pilbara. It was considered appropriate to consider the proposals collectively.	Ongoing Matter reactivated with the Dept of Lands. There are currently researching this matter and will advise. (November 2014)

Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	11/14	14.1	<p>Seeking Council Comment on Draft Improvement Plan for Ashburton North Strategic Industrial Area</p> <p>MINUTE: 11876</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Provide written advice to the Western Australian Planning Commission that Council has no 'in principle' objections to the continued preparation of an Improvement Plan over the Ashburton North Strategic Industrial Area or the objectives proposed at Part 15 of the draft Improvement Plan which will inform the preparation of any subsequent Improvement Scheme but requires that the following preliminary concerns (and any subsequent concerns raised during the consideration of an Improvement Scheme) be addressed during the preparation of an Improvement Scheme for the area; <ol style="list-style-type: none"> a) The provision of residential accommodation within ANSIA should be limited to construction workforces only, as per the current Shire of Ashburton Town Planning Scheme No. 7 provisions, and no permanent or operational workforces should be permitted to reside in the strategic industrial estate as it would represent a poor planning outcome and negatively affect the potential for growth of the nearby Onslow town site; b) That there be provision within any Improvement Scheme requiring formal referral for to the Shire of Ashburton for all development applications to ensure that local issues can be raised and considered as part of any assessment process; c) The responsibility for any planning compliance monitoring and subsequent actions should be clearly defined within any Scheme (and the relevant position created and funded) as it is considered highly unlikely that the Department of Planning currently has the resources to actively monitor or pursue issues of non-compliance in this remote location; d) That the background information incorporated within the Ashburton North Strategic Industrial Area Structure Plan, which was endorsed by Council in October 2011, and the relevant statutory provisions are considered and utilised as appropriate in the preparation of any Improvement Scheme. 2. Refer the matter of planning "roles and responsibilities" to the Western Australian Local Government Association, and seek for it to 	<p>Complete</p> <p>Letter sent to WAPC 27/11 in response to point 1.</p> <p>CEO has sent correspondence re: points 2 & 3.</p> <p>(November 2014)</p>

Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>consider the question of Improvement Plans and Improvement Schemes from a “whole of local government perspective”, and to engage with the Shire of Ashburton and other relevant local governments (and the State Government) on this very important question; and</p> <p>3. Seek agreement from Chevron, including for a change to the Workforce Management Plan and Deed to require contractors to take up a reasonable amount of the vacant accommodation in the Onslow townsite.</p>	
2	11/14	14.2	<p>Consideration of Local Government Climate Change Declaration</p> <p>MINUTE: 11880</p>	That Council consent to the Shire becoming a signatory to the Local Government Climate Change Declaration.	<p>Ongoing</p> <p>CEO to arrange signature of President for CC declaration.</p> <p>(November 2014)</p>
2	08/14	14.1	<p>Unauthorised Accommodation in Industrial Areas within the Shire of Ashburton</p> <p>MINUTE: 11844</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Consent to conduct a review of the illegal accommodation in industrial areas, and in light of the Shire's limited resources, conduct the review on to Tom Price and finishing with Onslow; 2. Send letters to all light industrial land owners throughout the Shire as well as hand delivering a similar letter to each lot to ensure Lessee awareness. The letter is to outline the Shire's intentions and give clear advice as to what is acceptable for caretaker's accommodation, including how to apply for Planning and Building approvals. The letter will also clearly outline the plan to have an amnesty period and set out a proposed audit plan for every LIA lot in the Shire to be conducted by the regulatory services team; 3. Give an amnesty period; <ol style="list-style-type: none"> a. for Tom Price and Onslow, six months from the date of notification to enable owners/occupiers to approach the Shire without fear of 	<p>Ongoing</p> <p>Planning for public awareness campaign for LIA unauthorised accommodation commenced.</p> <p>Background work to commence December 2014 for areas including Tom Price LIA Mine Road and Boonderoo</p>

Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>prosecution to help them comply with their obligations under the Planning Act 2005;</p> <p>b. for Paraburdoo industrial area, 31 March 2015, to enable owners/occupiers to approach the Shire without fear of prosecution to help them comply with their obligations under the Planning Act 2005;</p> <p>4. During the amnesty period run a media campaign to ensure stakeholders are aware of the specific dates of the amnesty period and the proposed audits, including where possible, involving other Pilbara local governments to gain maximum exposure to the issue at hand;</p> <p>5. Approach RTIO to determine if any solution can be found for the shortage of available accommodation and residential land in Paraburdoo and Tom Price;</p> <p>6. Conduct thorough audits of every LIA in the Shire, ensuring investigations are carried out in a manner that will enable successful prosecutions if required; and</p> <p>7. Send "Show Cause Letters" to the owners and lessees of any lots that continue to provide unauthorised accommodation at the close of the amnesty period and if no legitimate legal reason is provided within 14 days of the "Show Cause" notification, initiate legal action.</p>	<p>Road precinct.</p> <p>(November 2014)</p>
3	12/12	13.1	<p>Paraburdoo Light Industrial Area Accommodation</p> <p>MINUTE: 11377</p>	<p>That Council:</p> <p>1. Note the outcomes of the inspection carried out on 20 November 2012 by Shire Staff as provided for in ATTACHMENT 13.1.</p> <p>2. Request the Acting Chief Executive Officer to:</p> <p>i. Write to those land owners (including State Lands) that the inspection referred to in 1. above revealed had unauthorised accommodation on their land and advising that the accommodation be either removed or modified such that it is not available for accommodation purposes (within three (3) months and advising potential penalties for not complying);</p>	<p>Ongoing</p> <p>Letters sent 08/10/2014 to landowners. Amnesty provided until 31/03/2015.</p> <p>(November 2014)</p>

Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>ii. Undertake a further inspection to address compliance;</p> <p>iii. Provide a further report to Council with respect initiating legal action against those owners that have not sought to achieve compliance.</p> <p>iv. Write to Rio Tinto and the Minister for Lands to determine whether land can be made available for operators at the Paraburdoo light industrial area for accommodation.</p>	
4	12/13	14.8	<p>Onslow Rodeo Grounds (Reserve 39070)</p> <p>MINUTE: 11718</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Authorise the Chief Executive Officer to undertake an independent environmental 'audit' and detailed site investigation of Reserve 39070 to: <ul style="list-style-type: none"> • determine what has been disposed of on the site; • address the classification as 'Possibly contaminated - investigation required' • whether the site is safe for use from any contaminants on or within the site; and; • any other matter relevant to the Council and the Department of Environment Regulation that would enable the withdrawal of Memorial M400302. 2. In relation to 1. above, Directs investigate if the audit is able to be conducted using current staff resources and expertise, and if not, direct funding, of up to \$50,000, for the environment audit and detailed site investigation of Reserve 39070 be taken from account 	<p>Ongoing</p> <p>Discussions continue.</p> <p>Tim Brokenshire is Coordinating all matters related to Onslow Rodeo Club until a lease is re-established then management will revert back to Community Development</p> <p>Outstanding issues related to Tyres and other recycled materials together with exploring any issues associated with the Stables</p>

Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				140114 (consultant/project costs) of up to \$50,000 and that it be recognised as over budget expenditure.	block be workshopped and works program finalised. (November 2014)

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
1	11/14	14.3	Request to Dedicate Proposed Extension of Second Avenue, Onslow Through Unallocated Crown Land to Provide Alternative Access to Lot 381 Third Avenue MINUTE: 11881	That Council: 1. Advise the proponent that, prior to requesting the Minister for Lands to dedicate the extension to Second Avenue, Onslow to access Lot 381: a. The Landowner is to provide the Shire of Ashburton with a bond (or bank guarantee) for \$175,000 to be released by the Shire on satisfactory construction of the extension of Second Avenue Onslow to Lot 381; b. Should the road extension no be completed within 12 months of this resolution, the bond/bank guarantee amount shall be recalculated and the Landowner shall be responsible for any estimated cost increase; c. The Landowner of Lot 381 is to indemnify the Shire against any costs incurred as a result of dedicating the road extension of Second Avenue to Lot 381; 2. On receipt of the bond required under part 1 of this resolution, that Council: a. Request the Minister for Lands to dedicate that portion of land identified as 'Proposed Extension' on the <i>Overall Plan of Subdivision – Lot 381 Third Street Onslow</i> dated 30 June 2014 as public road; and b. Indemnify the Minister for Lands against any costs incurred in the dedication of the extension of Second Avenue.	Ongoing Proponent advised – no further action until bond or bank guarantee submitted. (November 2014)
2	11/14	14.4	Final Adoption of Scheme Amendment 26 to Rezone the Shire of Ashburton Town Planning Scheme No 7 to Establish the Onslow Waste	That Council: 1. Endorses the Schedule of Submissions prepared in response to the consultation for Amendment 26; and 2. Pursuant to Part V of the Planning and Development Act 2005 and having considered the submissions lodged during the advertising period, adopts for final approval Amendment	Ongoing Documents to be endorsed by Shire Presidents and CEO.

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			<p>Water Treatment Plant Odour Buffer Special Control Area</p> <p>MINUTE: 11874</p>	<p>26 to the Shire of Ashburton Local Planning Scheme No. 7 for the purpose of:</p> <p>i. Inserting new sub-section 7.10 to read as follows:</p> <p>7.10 Waste Water Treatment Plant Odour Buffer Special Control Area</p> <p>7.10.1 The purpose of identifying the Waste Water Treatment Plant Odour Buffer is to avoid incompatible or odour-sensitive land use or development being established within the odour buffer, and to protect the long term operation of the plant which provides an essential service to the community through the treatment, re-use and safe disposal of the town's waste water.</p> <p>7.10.2 Despite the land use permissibility indicated in the Scheme Zoning Table or any provisions elsewhere in the Scheme, Planning Approval is required for any proposed use or development within the Waste Water Treatment Plant Buffer Special Control Area as depicted on the Scheme Map.</p> <p>7.10.3 The Waste Water Treatment Plant and its associated infrastructure may create odour and/or noise nuisance to surrounding land uses. Therefore, when determining applications for planning approval for development or land use within the Special Control Area, the Council shall:</p> <p>a) Consider the compatibility of the use or development with wastewater treatment plant infrastructure having regard to potential odour and noise emissions from the waste water treatment plant;</p> <p>b) Consider whether the use or development</p>	(November 2014)

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>would have a detrimental impact on the long term operation of the waste water treatment plant;</p> <p>c) Obtain and have regard to the advice and recommendations of the Water Corporation and the Department of Environment Regulation and any relevant policies of the Department of Environment Regulation and the Western Australian Planning Commission, including State Planning Policy 4.1 (State Industrial Buffer Policy);</p> <p>d) Impose conditions as appropriate on any planning approval to attenuate odour and noise impacts; and</p> <p>e) Not approve any application for land use or development within the buffer that would suffer unacceptable impacts from odour or noise emissions, or which by its nature may adversely impact on the continued operation of the waste water treatment plant.”</p> <p>ii) Inserting new reference of Waste Water Treatment Plant Odour Buffer Special Control Area in the Scheme Map Legend (under ‘Other’) and defined by a dark blue dotted line</p> <p>iii) Modify the Scheme Map to insert the Waste Water Treatment Plant Odour Buffer Special Control Area for the Onslow Waste Water Treatment Plant as provided in the Shire Administration Report;</p> <p>iv) Reserve the Onslow Waste Water Treatment Plant on Reserve 47957 under the Scheme from "Conservation, Recreation and Natural Landscapes"</p>	

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#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>reserve to a reserve for "Public Purposes – WD (Water and Drainage) & WDT (Waste Disposal and Treatment)."</p> <p>v) Amend the Scheme Map accordingly.</p> <p>3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation; and</p> <p>4. Refers Amendment No. 26 to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning.</p>	
3	11/14	18.1	<p>Proposed Amendment to the Shire of Ashburton Town Planning Scheme No. 7 to Reserve Portion of Lot 500 on Deposited Plan 401881 from 'Rural' to 'Public Purposes - Waste Disposal and Treatment'</p> <p>MINUTE: 11885</p>	<p>RESOLVED that the Council, in pursuance of Section 75 of the <i>Planning and Development Act 2005 (as amended)</i>, initiate Scheme Amendment 29 to the <i>Shire of Ashburton Town Planning Scheme No. 7</i> by:</p> <ol style="list-style-type: none"> 1. Rezoning portion of Lot 500 on Deposited Plan 401881 from 'Rural' to 'Public Purposes – Waste Disposal and Treatment' as shown on the Amendment Map; and 2. Amending the Scheme Map Accordingly. 	<p>Ongoing</p> <p>Documentation prepared and submitted to EPA</p> <p>(November 2014)</p>
4	10/14	14.2	<p>Proposed Scheme Amendment to Rezone Part Lot 271 and Part Lot 277 Killawarra Drive, Tom Price from 'Parks, Recreation and</p>	<p>That Council in pursuance of Section 75 of the <i>Planning and Development Act 2005</i> initiate Amendment 28 to the Shire of Ashburton Town Planning Scheme No. 7 by:</p> <ol style="list-style-type: none"> 1. Rezoning the following land parcels from 'Parks, Recreation and Drainage' reserve to 'Residential R20' as depicted on the 	<p>Ongoing</p> <p>- initiated 15/10/2014</p> <p>- Needs to be submitted to EPA</p>

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			Drainage' to 'Residential R20' MINUTE: 11867	amendment map: a. Portion Lot 277 Killawarra Drive and Amaroo Place, Tom Price b. Portion Lot 271 Killawarra Drive and Jabbarup Place, Tom Price c. Portion Lot 277 Killawarra Drive and Ceron Street, Tom Price 2. Amending the Shire of Ashburton Town Planning Scheme No. 7 Scheme Map accordingly.	(October 2014)
5	07/14	14.4	Re-consideration of Adoption of Amendment 15 to the Town Planning Scheme (TPS) 7 – Proposed Mixed Business Zone MINUTE: 11828	The officer recommendation be adopted and that Council: 1. Revoke Point 3.2 of the resolution of Agenda Item 14.2 (minute 11776) at the 16 April 2014 Ordinary Meeting of Council which requires preparation of a revised 'Development Plan' based on the Western Australian Planning Commission's 'Structure Plan Preparation Guidelines'. 2. Initiate the preparation of a draft Local Planning Policy addressing Industrial and Mixed Business Development Design Guidelines to investigate and address the Shire's expectations regarding development on Industrial and Mixed Business zoned lots throughout the Municipality.	Ongoing Amendment documents to be referred to the DoP for consideration. Principal Planner to draft LPP. Anticipated Dec 2014 (October 2014)
6	04/14	14.2	Consideration of adoption of Amendment 15 to town planning scheme (TPS) 7 - Proposed mixed business	That Council: 1. Resolves pursuant to Town Planning Regulations 17, 18 and	Ongoing See item above.

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
			<p>zone</p> <p>MINUTE: 11776</p>	<p>25:</p> <p>1.1. to receive the 97 submissions in relation to Amendment No.15 to the Shire of Ashburton Town planning Scheme No. 7, as summarised at ATTACHMENT 14.2F; and</p> <p>1.2. that Amendment No 15 to the Shire of Ashburton Town Planning Scheme No.7, be adopted for final approval with the following modifications:</p> <ul style="list-style-type: none"> i. Deletion of the lot and road layout depicted on the proposed rezoning scheme map, at ATTACHMENT 14.2H; ii. Deletion of part 2 of the amendment initiation resolution which seeks to modify the Zoning Table in TPS 7 by designating an 'aerodrome' as a 'D' use class in the 'Mixed Business' zone. <p>2. Authorises the Shire President and the Chief Executive Officer to execute and affix the Shire of Ashburton common seal to Amendment No. 15 to the Shire of Ashburton Town Planning Scheme No.7 Amendment documents reflecting the Council's endorsement of final approval;</p> <p>3. Authorises the Chief Executive Officer and/ or the Shire's Officer's to prepare and amend;</p> <p>3.1 the proposed rezoning scheme map of Amendment No 15 to the Shire of Ashburton Town Planning Scheme No.7 as at ATTACHMENT 14.2H to be consistent with current mapping standards of the Shire and Western Australian Planning Commission, including the deletion of</p>	(October 2014)

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>the lot and road layout depicted on the proposed rezoning map;</p> <p>3.2 revise the Development Plan as at ATTACHMENT 14.2C to be consistent with the requirements of the Western Australian Planning Commission's Structure Plan Preparation Guidelines and report back to Council accordingly for further consideration;</p> <p>4. Forwards the relevant executed documents to the Western Australian Planning Commission and Requests the Honourable Minister for Planning and the Western Australian Planning Commission to adopt for final approval and gazettal, Amendment No.15 to the Shire of Ashburton Town Planning Scheme No.7; and</p> <p>5. Advises those who made submissions of the Council decision.</p>	
7	12/13	14.5	<p>Draft Landcorp Onslow Expansion Development Plan And Draft Amendments No. 21 And 22 To Planning Scheme No. 7 For Final Approval</p> <p>MINUTE:11711</p>	<p>That Council:</p> <p>(A) ONSLOW EXPANSION DEVELOPMENT PLAN</p> <p>1. Adopts the 'Schedule of Submissions ATTACHMENTS 14.5D & 14.5E prepared in response to the advertising of the draft Onslow Expansion Development Plan.</p> <p>2. Adopts the draft Onslow Expansion Development Plan for final approval pursuant to the requirements of Clause 6.4, Appendix 7 and Appendix 11 of the Scheme subject to the draft Onslow Expansion Development Plan being modified in accordance with 'Schedule of Submissions ATTACHMENTS 14.5D & 14.5E.</p> <p>3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation.</p>	<p>Ongoing</p> <p>Amendment submitted to WAPC for determination – no response to date.</p> <p>(November 2014)</p>

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>4. Refer the adopted draft Onslow Expansion Development Plan to the Western Australian Planning Commission with a request for endorsement as a framework for the future land use and development of the land subject of draft Amendment No. 21 and Amendment No 22.</p> <p>(B) LOCAL PLANNING SCHEME AMENDMENT NO. 21</p> <p>1. Endorses the Schedule of Submissions ATTACHMENT 14.5D prepared in response to the community consultation undertaken in relation to Amendment No. 21.</p> <p>2. Pursuant to Part V of the Planning and Development Act 2005 ("Act"), and having considered the submissions lodged during the advertising period, adopt for final approval draft Amendment No. 21 to the Shire of Ashburton Local Planning Scheme No. 7 ("Scheme") by rezoning of land as follows:</p> <p>a) Rezoning:</p> <p>i. Lot 301 (Conservation, Recreation & Nature Landscape reserve - portion only);</p> <p>ii. Lot 41 (Conservation, Recreation & Nature Landscape reserve - portion only);</p> <p>iii. Lot 303 (Conservation, Recreation & Nature Landscape reserve - portion only);</p> <p>iv. Lot 571 (Conservation, Recreation & Nature Landscape reserve - portion only);</p> <p>v. Lot 448 (Conservation, Recreation & Nature Landscape reserve);</p> <p>vi. Eagles Nest Road Reserve (Road Reserve);</p> <p>vii. UCL 214441 (Rural Living zone);</p> <p>viii. Lot 76 (Rural Living zone);</p> <p>ix. Lot 77 (Rural Living zone);</p> <p>x. Lot 78 (Rural Living zone);</p>	

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#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> xi. Lot 75 (Rural Living zone); xii. Lot 74 (Rural Living zone); xiii. Lot 73 (Rural Living zone); xiv. Lot 129 (Public Purposes – Waste Disposal and Treatment reserve); xv. Lot 80 (Rural Living zone); xvi. Lot 72 (Public Purposes – Water and Drainage reserve); xvii. Lot 71 (Rural Living zone); xviii. Lot 70 (Rural Living zone); xix. Lot 69 (Rural Living zone); xx. Reserve 219198 (Public Purposes – Waste Disposal and Treatment reserve - portion only); and xxi. Lot 302 (Public Purposes – Waste Disposal and Treatment reserve - portion only) <p>to 'Urban Development zone.</p> <ul style="list-style-type: none"> b) Amending the Scheme Maps accordingly. <ul style="list-style-type: none"> 3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation. 4. That the Council refer Amendment No. 21 to the Scheme, so adopted for final approval, to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning. 5. That, where notification is received from the Western Australian Planning Commission that a modification of the Amendment is required prior to approval of the Amendment by the Minister, this modification is to be undertaken in accordance with the requirements of the Town Planning Regulations 1967, unless the modification affects the intent of the Amendment, in which case it shall be referred to the Council for consideration. 	

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#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>(C) LOCAL PLANNING SCHEME AMENDMENT NO. 22</p> <ol style="list-style-type: none"> 1. Endorses the Schedule of Submissions ATTACHMENT 14.5E prepared in response to the community consultation undertaken in relation to Amendment No. 22. 2. Pursuant to Part V of the Planning and Development Act 2005 ("Act"), and having considered the submissions lodged during the advertising period, adopt for final approval draft Amendment No. 22 to the Shire of Ashburton Local Planning Scheme No. 7 ("Scheme") by: <ol style="list-style-type: none"> a) Inserting new Clause 6.6.4 of the Scheme to read as follows: <p>"6.6.4 Notwithstanding any other provision of the Scheme, where a development plan is prepared and approved in accordance with this Scheme over land zoned 'Residential' or Urban Development' and where it provides density coding in accordance with the Residential Design Codes, servicing, development and subdivision will be in accordance with the R Code density of the development plan."</p> b) Amending Clause 6.8 of the Scheme to read as follows: <p>"6.8 Urban Development Zone</p> <p>6.8.1 Before considering any proposal for subdivision or the residential development of land within the Urban Development Zone (not including a single dwelling), the Local Government will require the preparation of a Development Plan for the entire development area or any part or parts as is considered appropriate by Local Government and which will define the relevant R Coding for individual precincts.</p> <p>6.8.2 Before considering any proposal for development of land (other than residential) within the Urban Development</p> 	

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#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>Zone, the Local Government may require the preparation of a development plan for the entire development area or any part or parts as is considered appropriate by Local Government.</p> <p>6.8.3 Applications for development for land zoned Urban Development and which could be potentially contaminated through previous land uses shall not be determined by the Local Government unless issues relating to possible soil and groundwater contamination are first resolved to the satisfaction of the Department of Environmental Protection.</p> <p>6.8.4 In considering any proposal for subdivision or development of land within the Urban Development Zone, the Local Government shall have regard to any existing or proposed extractive industry operations within the zone, and may require or recommend to the WAPC staging of development or subdivision to minimise land use conflict during the life of the extractive industry operation."</p> <p>c) Amending the Scheme Maps by removing reference to the Residential Design Codes density to the Urban Development zone.</p> <p>d) Inserting new Clause 6.4.12 into the Scheme to read as follows: "6.4.12 The following Development Plans have been adopted under the Scheme by the local government and Western Australian Planning Commission: 6.4.12.1 Onslow Townsite Expansion Development Plan, as contained within Appendix 12 of the Scheme."</p> <p>e) Insert new Appendix 12 into the Scheme to read as follows: "Appendix 12 Development Plans adopted under the Scheme by</p>	

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>the local government and Western Australian Planning Commission."</p> <ol style="list-style-type: none"> 3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation. 4. That the Council refer Amendment No. 22 to the Scheme, so adopted for final approval, to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning. 5. That, where notification is received from the Western Australian Planning Commission that a modification of the Amendment is required prior to approval of the Amendment by the Minister, this modification is to be undertaken in accordance with the requirements of the Town Planning Regulations 1967, unless the modification affects the intent of the Amendment, in which case it shall be referred to the Council for consideration. 	
8	5/13	13.6	<p>Draft Wheatstone Fly In Fly Out Operations Village Detailed Area Plan - Council Consideration For Additional Information And Advertising</p> <p>MINUTE:11526</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Note the draft Detailed Area Plan (DAP) lodged by Chevron Australia Pty Ltd (Chevron) to guide the development of the Fly-in Fly-out (FIFO) Operations Village in Onslow, for the Wheatstone project as provided in ATTACHMENT 13.6. 2. Advise Chevron that prior to advertising the draft DAP, Council requires the following modifications and inclusion as 'conditions' on the actual DAP to the satisfaction of the Acting Chief Executive Officer: <ul style="list-style-type: none"> • Ensuring that at least 25% of Chevron's operational workers reside independently in Onslow and define the actual number of staff to be accommodated at the Operations Village. 	<p>Ongoing</p> <p>Waiting for response from proponent regarding need for DAP given State's decision to allow FIFO camp at the existing construction camp.</p> <p>(October 2014)</p>

Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> Define the schedule as to when accommodation for the 25% operational staff will reside independently to the Village. Clarify the need for 9 ha of land for the village and why it necessitates such a significant proportion of land for recreational purposes when such facilities (such as 25m pool) are unavailable to the community of Onslow. Confirm that operation of the Village will only commence when the new access Road is built and connected to Onslow Road. Define maximum noise levels from the 'services and utilities' area of the Village to the future residential development to the north. Limit access points/crossovers to the new Onslow Road to maximum of two crossovers. Define temporary construction access that does not involve the use of 'residential' road within Onslow. <p>3. Advise Chevron that it is suggested that to be advertised the draft DAP be modified to address matters associated with the development and operation of the Village such as:</p> <ul style="list-style-type: none"> Liveable Neighbourhoods and Element R19 (gated communities). Reasonable means to ensure that the operation of the Village will integrate with the community of Onslow. Amending the SIS to correctly identify the ratio of FIFO village residents and independent Chevron residents. <p>4. Once the modifications required in 2. above have been undertaken to the satisfaction of the Acting Chief Executive officer advertise the draft DAP for a minimum of 21 days</p>	

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#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>and refer back to Council for determination.</p> <p>5. Based on the correspondence received from Chevron Pty Ltd (ATTACHMENT 13.6A) and the representation to Council by the Team Leader, Government Approvals Technical Services, Wheatstone Project that Council provide Chevron Pty Ltd the opportunity to submit the modifications required in 2. above 'without prejudice' and include correspondence that defines the company's view on the matter in the community consultation to be undertaken in 4. above.</p>	

Active Scheme Amendments - Status

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
15	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) to 'Mixed Business' Zone. (Stage 1)	16 March 2011	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) from Public Purposes 'Airport' Reserve to 'Mixed Business' Zone. (Stage 1)	Documents to be endorsed and referred to the DoP for consideration. (November 2014)
16	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) to 'Mixed Business' Zone.	16 March 2011	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) from Public Purposes 'Airport' Reserve to 'Mixed	Amendment on hold. (November 2014)

Development and Regulatory Services Status Report – Planning Services

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
	(Stage 2)		Business' Zone. (Stage 2)	
21	<p>Draft Amendment 21 comprises parcels of land including land referred to a 'horse lots' fronting on to Onslow Road.</p> <p>The Amendment seeks to have land zoned 'Urban Development' without a prescribed density coding, for the intended use as future urban development. The density of subdivision and development is reflected in draft Development Plan.</p>	14 December 2012	<p>Parcels of land including land referred to a 'horse lots' fronting on to Onslow Road. The Amendment seeks to have land zoned 'Urban Development' without a prescribed density coding, for the intended use as future urban development.</p> <p>The density of subdivision and development is reflected in the draft Development Plan</p>	Documents endorsed and submitted to WAPC. (November 2014)
22	<p>Draft Amendment 22 comprises lots and parcels currently zoned „Urban Development“ within the current Onslow Townsite.</p> <p>The Amendment seeks to remove the prescribed density coding and have it reflected in the draft Development Plan.</p>	14 December 2012	<p>Comprises lots and parcels currently zoned „Urban Development“ within the current Onslow Townsite. The Amendment seeks to remove the prescribed density coding and have it reflected in the draft Development Plan. Modifications to the Scheme are considered necessary to ensure that the density provisions of a development plan can be implemented.</p> <p>The draft Amendment addresses potential noise impacts from Onslow Salt on</p>	Documents endorsed and submitted to WAPC. (November 2014)

Development and Regulatory Services Status Report – Planning Services

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
	<p>Modifications to the Scheme are considered necessary to ensure that the density provisions of a development plan can be implemented.</p> <p>The draft Amendment addresses potential noise impacts from Onslow Salt on subdivisions and development in the form of a new 'Special Control Area' provision.</p>		subdivisions and development in the form of a new 'Special Control Area' provision.	
23	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – Clause Height of Buildings in the 'Commercial and Civic' Zone, Onslow	21 March 2012	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – Clause Height of Buildings in the 'Commercial and Civic' Zone, Onslow.	Planner to investigate and report to Council in December. (November 2014)
24	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – floor heights in Onslow Coastal Hazard Area	16 May 2012	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – floor heights in Onslow Coastal Hazard Area	Final adoption 18 September 2013, item 14.4 Gazetted and is waiting for text/map to be updated by DoP – correspondence sent to WAPC to

Development and Regulatory Services Status Report – Planning Services

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
				request update on TPS7 mods (November 2014)
25	Revised in the Shire of Ashburton Local Planning Scheme No. 7 – Onslow Aerodrome Environs Area Special Control Area'	19 September 2012	Revised in the Shire of Ashburton Local Planning Scheme No. 7 – Onslow Aerodrome Environs Area Special Control Area'	Planner to investigate and report to Council in December. (November 2014)
26	Request from the Water Corporation to initiate an Amendment to the Scheme to provide for a 'Waste Water Buffer' and change of Scheme Reserve	18 September 2013 item 14.2	Request from the Water Corporation to initiate an Amendment to the Scheme to provide for a 'Waste Water Buffer' and change of Scheme Reserve	Documents endorsed and submitted to WAPC for final approval. (November 2014)
27	Reclassifying the land parcels from the 'Parks Recreation and Drainage' to 'Residential R20' part Lot 277 Killawarra Dr and Amaroo Pl, part Lot 271 Killwarra Dr and Jabbarup Pl, part Lot 277 Killawarra Dr and Ceron St			Amendment initiated and submitted to EPA (November 2014)
28	Rezone subject site (Lot 111 Paraburdoo-Tom			Preliminary investigations – applicant requested to provide

Development and Regulatory Services Status Report – Planning Services

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
	Price Road Tom Price) from “Rural” to “Special Use 3” zone to allow for a range of additional uses to be approved on the site.			additional information. (November 2014)

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
1	11/14	15.1	Review of Onslow Airport Passenger Head Tax MINUTE: 11882	That Council revise the Fees and Charges for Onslow Airport Passenger Fees to: Passenger Head Tax (applicable on services above 5700kg-on all arrivals and departures) Adult per passenger \$36 Child 12 years and under per passenger \$18 Effective on flights utilising the Onslow Airport from 1 December, 2014.	Ongoing A revised agenda item has been submitted for the December agenda. (November 2014)
2	11/14	15.2	Request to Excise a Portion of Reserve 19291 to Facilitate the Rehabilitation of the Existing Onslow Landfill MINUTE: 11874	That Council request the Minister for Lands excise from Reserve 19291 that portion of land depicted as 'Area B' and 'Area C' in ATTACHMENT 15.2 and amalgamate with Reserve 38336.	Ongoing Discussions are being entered into with the Department of Lands to progress the excision and amalgamation. (November 2014)
3	11/14	15.3	Request to Excise a Portion of Reserve 19291 to Create a New Reserve Vested in the Shire of Ashburton for the Proposed Onslow Waste Transfer Station	That Council: 1. Request the Minister for Lands excise from Reserve 19291 that portion of land depicted as 'Waste Transfer Site' in ATTACHMENT 15.3; and 2. Reserve the excised portion for the purpose of 'Waste Transfer Station' with a Management Order to the Shire of	Ongoing Discussions are being entered into with the Department of Lands to progress the excision creation of the reserve.

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
			MINUTE: 11874	Ashburton.	(November 2014)
4	10/14	15.1	Request for the Excise and Dedication of a Portion of Reserve 19291 Onslow for the Creation of an Access Road to the Proposed Waste Transfer Station MINUTE: 11868	That Council: 1. Request the Minister for Lands to excise from Reserve 19291 that portion of land depicted as 'Road' on ATTACHMENT 15.1B; 2. Request that the Minister of Lands dedicate the land depicted as 'Road' on ATTACHMENT 15.1B as a public road in accordance with Section 56 of the Land Administration Act 1997; and 3. In accordance with Section 56 (4) of the Land Administration Act indemnifies the Minister against all costs reasonably incurred in granting this request.	Ongoing Discussions are being entered into with the Department of Lands to progress the excision and dedication of the road. (November 2014)
5	10/14	19.2	Confidential Item – Nameless Valley Camp Update and Review MINUTE: 11872	That Council: 1. Receive the independent report by Hester Property Solution commissioned by the Shire of Ashburton in respect to the Review of the Nameless Valley Camp; 2. Authorise the Chief Executive Officer to obtain any necessary legal advice regarding land tenure or other issues arising from the matters contained in this Report. 3 Authorise the CEO to explore alternative 'ownership' options over the next 30 days, for the entire Nameless Valley Camp and the land it sits upon. If no likely alternative Camp ownership options are locatable, then - a) Authorise the Chief Executive Officer to secure interim accommodation from external accommodation providers for the short to medium term and to decommission the Nameless Valley Camp and rehabilitate the site; b) Authorise the Chief Executive Officer to arrange office	Ongoing Tender 32/14 for the Demobilisation of the Nameless Valley Camp and Onslow Construction Camp being advertised in December 2014, with contractors expected to mobilise to Nameless Valley Camp in January 2015 to undertake works. (November 2014)

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
				<p>accommodation for the Officers currently housed at the Nameless Valley Camp;</p> <p>c) Authorise the Chief Executive Officer to develop an interim staff housing and office accommodation strategy for Camp staff and to finalise a business case for the staff housing (including the option of accessing medium/long term rental of housing) for consideration in the 2015/16 Annual Council Budget;</p> <p>d) Authorise the Chief Executive Officer to formally advise Department of Lands of the Nameless Valley Camp history and this Council decision; and</p> <p>e) Address the additional costs (including demobilisation costs) for the Nameless Valley Camp in the mid-year Budget Review.</p>	
6	08/14	15.1	<p>Site Selection and Feasibility Study for the proposed Onslow Waste Management Facility Lot 150 Onslow Road - August 2014</p> <p>MINUTE: 11837</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Note the Onslow Waste Management Facility Site Selection and Feasibility Study report (ATTACHMENT 15.1) prepared by Talis Consultants; 2. Authorise the Chief Executive Officer to proceed with the necessary site investigation, planning, approval, consultation and design works required to develop the Waste Management Facility at the Preferred Site ('Site10') in Onslow to a Class IV standard; and 3. Request that the Chief Executive Officer reports back to Council the results of (2) for further Council consideration on the eventual proposed design and business delivery model of the Waste Management Facility. 	<p>Ongoing</p> <p>Site Investigations, planning, approval, works have commenced.</p> <p>(November 2014)</p>

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
7	07/14	15.1	<p>Department of Parks and Wildlife – Request for Reduce Private Works Rates for Road Maintenance in Karijini and Millstream National Parks</p> <p>MINUTE: 11836</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Endorse the provision of maintenance works to Department of Parks and Wildlife during the 2014/15 financial year within Karijini and Millstream Chichester National Parks on a cost plus 15% basis; 2. (a) Seeks agreement with Department Parks and Wildlife for a 5 year maintenance and development programme of roads and services within Karijini and Millstream-Chichester national parks. (b) The agreement to be reviewed and workshopped annually prior to the budget. 	<p>Ongoing</p> <p>DPAW is required to follow procurement processes, or seek exemptions from those procurement process, in order to engage road maintenance service providers. The exemption process can be quite onerous and time consuming. Currently DPAW is seeking exemption from state government procurement process to engage SOA to undertake reasonably urgent road maintenance in Karijini and Millstream on SOA and DPAW roads and engages civil works providers through another exemption process available to it to undertake maintenance on SOA and DPAW roads on this occasion, and sorting out a longer term maintenance grade</p>

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
					solution with SOA in the meantime. (November 2014)
8	06/14	15.1	Road Closure - Road No 1644 From Mount Florence Homestead To Hamersley Homestead MINUTE: 11817	That Council: 1. In accordance with Section 58 of the Land Administration Act 1997 publishes the public notice of intention to close in entirety Road Number 1644 as defined in the Government Gazette notice of April 1904 for amalgamation into adjoining properties, in a newspaper circulating in its district, and invite representations on the proposed closure within a period of 35 days from the publication; and 2. Delegate to the Chief Executive Officer the power to resolve to make a request to the Minister to close the road, should no objections be received.	Ongoing Department of Lands are behind with their works loads but are aware of the request. (November 2014)
9	10/13	14.11	In-Principle Support For Main Roads Wa To Control The Proposed Onslow Ring Road MINUTE: 11664	That Council: 1. Provide in-principle support for Main Roads WA (MRWA) to control the proposed Onslow Ring Road. 2. Delegate authority to the Chief Executive Officer to negotiate with MRWA on the proposal. 3. Receive a further report to consider the tenure of the proposed Onslow Ring Road and the remainder of the existing Onslow Road to the north.	Ongoing Construction of the road to be completed by MRWA. Once finalised the Shire will hand over the road to MRWA for ownership. (November 2014)
10	10/12	18.3	Tom Price Royal Flying Doctor Air Strip	That Council: 1. Rescinds previous decision from August 2012 Meeting (Minute	Ongoing Discussions are being

Infrastructure Services Decision Status Report

	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
			MINUTE: 11336	<p>11272)</p> <ul style="list-style-type: none"> i. Council will support the development of a RFDS air strip for Tom Price if owned and operated by others and; ii. Direct the CEO to lobby resource companies, state government departments etc to construct own and operate an RFDS air strip in Tom Price." <p>Alternate Motion:</p> <ul style="list-style-type: none"> 1. Council supports, without bias, that it is the desire of the residents of Tom Price to have their own Royal Flying Doctor Air Strip, for which to service their needs. 2. Council authorises the Chief Executive Office to source the required capital funding for the Royal Flying Doctor Air Strip and investigate means to offset maintenance costs. 3. On the basis of 2. above and should capital funds be located, then Council agree in principle to accept ownership responsibility of the airstrip. 4. A Business Plan is to be brought back to Council for approval. 	<p>held with potential funding partners and other stakeholders prior to business case returning to Council.</p> <p>(November 2014)</p>
11	08/12	13.4	<p>Mine Road Tom Price – Dedication of road.</p> <p>MINUTE:11261</p>	<p>That Council:</p> <ul style="list-style-type: none"> 1. That Council resolves to make a request to the minister under section 56(1)(a) of the Land Administration Act 1997 to dedicate Lot 356 of DP 216348 as a road. 2. Council resolves to advise Department of Regional Development and Lands that it would also be prepared to accept a road reserve to continue to the entry to the Tom Price LIA. 	<p>Ongoing</p> <p>Still waiting for Rio Tinto to process this. They are aware that we are waiting for this to be signed off.</p> <p>(November 2014)</p>
12	05/13	14.1	Tender Criteria For Request For Tender For	That Council invite public tenders for the Supply of Onslow and Tom Price Camp Facilities for 3 year period plus an option for a further 2	Ongoing

Infrastructure Services Decision Status Report

Infrastructure Services Decision Status Report															
	Council Meeting	Agenda Ref.	Report title	Council decision	Current status										
			Supply Of Onslow And Tom Price Camp Facilities MINUTE: 11529	<div>years to be issued in accordance with the following evaluation criteria:</div> <table><tr><td>Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services</td><td>10%</td></tr><tr><td>Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications</td><td>20%</td></tr><tr><td>Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification</td><td>10%</td></tr><tr><td>Price The proposed service is cost-effective and provides value for money</td><td>40%</td></tr><tr><td>Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification</td><td>20%</td></tr></table>	Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services	10%	Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications	20%	Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification	10%	Price The proposed service is cost-effective and provides value for money	40%	Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification	20%	<div>Not applicable due to the decision to demobilise the camp facilities.</div> <div>(November 2014)</div>
Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services	10%														
Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications	20%														
Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification	10%														
Price The proposed service is cost-effective and provides value for money	40%														
Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification	20%														

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	11/14	16.1	Deed of Variation to the Licence Agreement for the Tom Price Community Recreation Centre MINUTE: 11874	That Council: 1. Endorse a Deed of Variation to the Licence Agreement between the Shire of Ashburton and the Department of Education for the Tom Price Community Recreation Centre which excludes the Crèche facility from the agreement; and 2. Authorises the Shire President and the Chief Executive Officer to affix the Common Seal to, and execute the Deed of Variation to exclude the Crèche from the Licence Agreement between the Shire of Ashburton and the Department of Education for the Tom Price Community Recreation Centre, for a period of 4 years.	Completed (November 2014)
2	11/14	16.3	Outcome of RFT 23/14 Purchase and Industrial Subdivision of Lot 9000 (Portion of Lot 16, Onslow) and Alternatives for Future Direction MINUTE: 11884	That Council not accept any tender and authorise the Chief Executive Officer to enter into discussions with LandCorp and seek its assistance with the development and release of Lot 9000 Onslow Road, Onslow and report back to Council with the view to securing a proposed development model for consideration.	Ongoing Meetings arranged with LandCorp in late November and early December to progress discussions. (November 2014)
3	07/14	16.1	Portion of Lot 16 Onslow road, Onslow (Lot 9000) - Outcome of Major Land Transaction Plan and Endorsement of Request for Tender for Sale of Land MINUTE: 11829	That Council: 1. Following close of submissions in respect to the Major Land Transaction for the proposed disposal of Portion of Lot 16 Onslow Road Onslow, noting that no submissions were received, proceeds with the undertaking or transaction as proposed so that it is not significantly different from what was proposed; 2. Delegate authority to the Chief Executive Officer to seek legal and probity advice in regards to the Request for	Completed Refer to OMC 11 November 2014 (above) minute: 11884. (November 2014)

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status								
				<p>Tender for Sale of Land and associated Contract of Sale for the disposal of portion of lot 16, Onslow Road, Onslow and make any necessary amendments to the Request for Tender for Sale of Land, including assessment criteria, and associated Contract of Sale documents providing the changes are not significantly different to the proposal outlined in the Major Land Transaction business plan; and</p> <p>3. Delegate authority to the Chief Executive Officer to advertise the Request for Tender for Sale the sale of Lot 16 (Portion lot 9000) Onslow Road, Onslow for a period of no less than six weeks, with the following selection criteria:</p> <table><tr><td>Price</td><td>50%</td></tr><tr><td>Development Timeframe</td><td>20%</td></tr><tr><td>Demonstrated Capacity</td><td>20%</td></tr><tr><td>Relevant Experience</td><td>10%</td></tr></table>	Price	50%	Development Timeframe	20%	Demonstrated Capacity	20%	Relevant Experience	10%	
Price	50%												
Development Timeframe	20%												
Demonstrated Capacity	20%												
Relevant Experience	10%												
4	11/14	16.2	<p>Review of Location for Paraburdoo Skate Park Facility</p> <p>MINUTE: 11883</p>	<p>That Council:</p> <ol style="list-style-type: none">1. Notes the petition signed by 287 people and tabled at the 17 September Ordinary Meeting of Council, and expresses its appreciation to the signatories and the petition organiser for their collective efforts taken to contribute to the Paraburdoo Skate Park project considerations;2. Receives the Site Selection Report (October 2014) prepared by CONVIC for the proposed Paraburdoo Skate Park facility; and3. Endorses the site identified on Reserve 39572, corner of Ashburton Avenue and Fortescue Road, Paraburdoo, for the proposed skate park providing the location is in the general area indicated in the CONVIC report and approximately 50 metres from residential housing.	<p>Ongoing</p> <p>CONVIC has been advised of Council's decision and will review the design and undertake any minor variations to suit the slight repositioning.</p> <p>(November 2014)</p>								

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
5	02/14	11.2	Concept Plan For Paraburdoo Skate Park MINUTE: 11749	That Council: 1. Accepts the draft concept plan for the Paraburdoo Skate Park as per ATTACHMENT 11.2C; and 2. Refers the project to the 2014/15 budget for consideration of a Council contribution; and 3. Notwithstanding (2), requests the CEO to explore funding opportunities for the Paraburdoo Skate Park, working on a cost of \$600,000 for the skate park itself and a further \$300,000 for additional amenities; and 4. Authorises the CEO, once full funding has been secured, to advertise by tender the final design and construction of the Paraburdoo Skate Park.	Completed Report presented to Council at November Ordinary Meeting of Council. (November 2014)
6	09/14	8.1	Petition Paraburdoo Skate Park Location	Cr Foster tabled a petition signed by 287 names in relation to the Paraburdoo Skate Park location. <i>Note: as per standing order 6.10 (2) a report will be prepared at the earliest opportunity for presentation to Council.</i>	Completed (November 2014)
	11/14	7.1	Consideration of the Concept Plans and Business Case for the Paraburdoo Community Hub MINUTE: 24	That Council: 1. Endorses the revised concept design, proposed operating budget model and business case presented for the Paraburdoo Community Hub (CHUB), seeking a grant of \$5 million from the Pilbara Development Commission; 2. Highlight its commitment to the project and to specifically address the State Government's sustainability requirements of the Shire of Ashburton, by: a) Recognising that there will be an increased annual	Ongoing Business Case and associated documents seeking \$5 million funding has been submitted to PDC for consideration at its December meeting. (November 2014)

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>operating cost deficit for the new Paraburdoo CHUB, estimated at \$356,305 per annum, and committing to the necessary deficit sum being incorporated into future Shire of Ashburton budgets; and</p> <p>b) Recognising that if loan borrowings are required to meet the capital cost of the new Paraburdoo CHUB, Council commits future budgets of the Shire of Ashburton to those consequential repayments (estimated to be in the order of \$181,000 for a \$1.5 million loan); and</p> <p>c) Recognising that a Shire rate increase in the vicinity of 2.86% (in addition to the consumer price increase) may be required in order to meet the financial commitments of the construction and ongoing operations of the new Paraburdoo CHUB, and commits to including this increase (at the required proportions) within the Shire of Ashburton's future budgets; and</p> <p>d) Recognising that the Shire's long term financial planning indicates that this project is affordable, but that Council accepts it may need to defer less important capital projects until later financial years if that is financially prudent or necessary to do so.</p> <p>3. Highlight its commitment to governing the Shire of Ashburton in a sustainable manner and to reinforce this:</p> <p>a) Set as a priority as part of the mid-year (2014/15) budget review, the allocating savings to minimising the Paraburdoo Community Hub \$1.5m loan commitment; and</p> <p>b) Authorise the CEO to negotiate with Rio Tinto, a commercial lease arrangement for the Gymnasium facility to minimise ongoing Paraburdoo Community Hub operational costs.</p>	

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				4. Endorse the relocation of the proposed Child Care Centre project to the south-east corner of Reserve 39572, and request the Department of Lands excise this area to form a new Reserve for the purpose of Child Care Centre, with power to lease.	
7	02/14	13.1	Endorsement Of Paraburdoo Community Hub Design, Business Case And Operating Cost Model MINUTE: 11753	That Council: 1. Receives the concept design, proposed operating budget model and business case presented for Stage 2 of the Paraburdoo Community Hub (CHUB), seeking a grant of \$6-7 million from the Pilbara Development Commission; and 2. Requests the Paraburdoo CHUB Working Group to revise the scale and scope of the proposed facility in line with the feedback received from the PDC board meeting held on 13 February 2014 in order for the business case to be resubmitted; and 3. Recognises that there will be an increased annual operating cost deficit for the new Paraburdoo CHUB, dependant on the final scope and cost of the building, and commits to the necessary deficit sum being incorporated into future Shire of Ashburton budgets; and 4. Recognises that loan borrowings are required to meet the capital cost of the new Paraburdoo CHUB and commits future budgets of the Shire of Ashburton to those consequential repayments; and 5. Recognises that an overall Shire rate increase, was estimated in the vicinity of 1.92-2.74% for the current design and operating/cost model, this was required in order to meet the financial commitments of the construction and ongoing operations of the new Paraburdoo CHUB, and depending on the eventual scope and scale design endorsed, Council commits to including the relevant rate	Completed Refer to Special Council Meeting 12 November 2014, Minute: 24. (November 2014)

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>increase within the Shire of Ashburton's future budgets; and</p> <p>6. Notes that the Shire's long term financial estimates indicates that this project is affordable, but that Council will need to identify capital projects presently scheduled for 2014/15 or 2015/16, to defer until later financial years.</p>	
8	10/14	16.1	<p>Proposed Location for Onslow Skate Park</p> <p>MINUTE: 11870</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Receives the CONVIC Site Selection and Consultation Report (ATTACHMENT 18.1A) prepared for the proposed Onslow Skate Park facility; 2. Endorse the site identified on Reserve 30686, Lot 555 Cameron Avenue (located on the site of the existing basketball courts) Onslow for the Onslow Skate Park to enable the preparation of a site specific design (which will be made available to the Onslow community for information) and for tenders to subsequently be called for its construction; and 3. Commence construction of the Onslow Skate Park Facility as soon as possible by investigating and locating solutions for basketball to played at an alternative location(s) to the Cameron Avenue Basketball Courts. 	<p>Ongoing</p> <p>Solutions to enable basketball to be played at an alternative location/s are being investigated to enable the skate park project to commence; refer to report presented at December meeting.</p> <p>(November 2014)</p>
9	10/14	19.1	<p>Confidential Item - Outcome of Request for Tender to Lease Onslow Construction Camp (rft 25/14)</p> <p>MINUTE: 11871</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Acknowledge that no conforming tenders were received for RFT 25/14: Disposal by Way of Lease Onslow Construction Camp closed on 22 September 2014, and a contract will not be awarded; 2. Authorise the Chief Executive Officer to reduce the size of the Onslow Construction Camp as soon as possible to no more than 30 accommodation modules and the minimum necessary facilities (kitchen, office, laundries, etc), acknowledging that funds for this activity to continue to operate at its current capacity have not been provided for in 	<p>Ongoing</p> <p>Tender is being prepared for a contractor to undertake the demobilisation of 70 modules as approved. Expected to take place early 2015. Investigations are being undertaken into alternative</p>

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>the 2014/15 budget;</p> <p>3. Authorise the CEO to negotiate satisfactory off-site arrangements for Shire accommodation in Onslow suitable to the Shire's expected longer term needs;</p> <p>4. If a successful negotiation of alternative accommodation can be secured, proceed with the demobilisation of the remaining camp facilities. Alternatively if negotiations are unsuccessful, call relevant tenders for the continuation of the Airport Camp at minimal accommodation unit numbers (approximately 30) as a medium term accommodation facility for Shire staff and Shire Contractors; and</p> <p>5. That the additional net costs for the Camp, including demobilisation expenses, be monitored and addressed at the mid-year budget review.</p>	<p>accommodation models.</p> <p>(November 2014)</p>
15	02/14	18.2	<p>Confidential Item - Carbone Report - Shire Accommodation Camps</p> <p>MINUTE: 11756</p>	<p>That Council:</p> <p>B. In regard to the Onslow Airport Camp:</p> <p>1. Determine that it supports the principal of the continuation of Shire Accommodation Camps in Onslow (Onslow Aerodrome Camp) in light of the unique supply and demand scenario that presently exists; and</p> <p>2. Requires Officers to prepare a Business Plan for Council review (including calling tenders for support financial information as required).</p>	<p>Completed</p> <p>Refer to October OMC Minute: 11871.</p> <p>(November 2014)</p>

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
10	09/14	16.1	Proposed Memorandum of Understanding for Pilbara Regional Council to Undertake Conservation Works at Old Onslow MINUTE: 11859	That Council: 1. Endorse the proposal by the Pilbara Regional Council to undertake conservation works at the Old Onslow Townsite in accordance with its proposal and \$1 million budget provided in the Onslow Social Infrastructure Fund; and 2. Authorise the Chief Executive Officer to execute the Memorandum of Understanding (MOU) and proposal provided by the Pilbara Regional Council, and negotiate any minor variations required to the scope of works.	Ongoing MOU executed by Chief Executive Officer. Officers working with PRC, Chevron & DSD to finalise agreed scope of works. (November 2014)
11	08/14	11.3	Ocean View Caravan Park Committee MINUTE: 11839	That Council endorse the following recommendations of the Ocean View Caravan Park Committee Meeting held on 20 August 2014: 7.1 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT That the committee recommend to Council that it: (a) Note the draft planning timeline (completion dates) for the Caravan Park Redevelopment: HQ Management Appointment 05-Aug-14 Initial Consultations & Project Plans 11-Sep-14 Stakeholder and Community Consultation 23-Feb-15 Detailed Electrical, Drainage and Civil Design 02-Mar-15 Procurement of Managers Residence and Ablutions 07-Mar-15 Construction Works (2 stages) 21-Aug-15 (b) Endorse the principal of a stakeholder workshop group being established as part of the caravan park revitalisation project. 7.2 REVIEW INFORMATION REGARDING THE CARAVAN PARK AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA Note that correspondence has been forwarded and await the	Ongoing This item has been transferred from the CEO Status Report to S&ED report from the month of October. Tender has been closed for engineering services to design the layout, electrical, drainage and civil. Submissions are being assessed for award early December. (November 2014)

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				responses.	
12	08/14	16.2	<p>Onslow Sun Chalets - Reserve 35889 - Outcome of Major Land Transaction Plan and Authority to Delegate to the CEO to Enter into Lease Agreement - August 2014</p> <p>MINUTE: 11846</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Apply to the Department of Lands for a change to the current Management Order in accordance with the advice received from the Department of Lands; 2. Delegate authority to the Chief Executive Officer to negotiate and enter into a Lease Agreement for the Onslow Sun Chalets, on Reserve 35889, Second Avenue Onslow, with Ashburton Investments Pty Ltd for a period of 10 years with a further 10 year option and an annual rental amount of \$140,000; and 3. Seek Ministerial approval of the Lease Agreement for the Onslow Sun Chalets, on Reserve 35889, Second Avenue, Onslow, as per the requirements of the Management Order. 	<p>Ongoing</p> <p>Lease agreement negotiations complete. Ashburton Investments executing in NZ and QLD prior to SoA and DoL execution.</p> <p>(November 2014)</p>
13	07/14	16.2	<p>In Principle Support for a Joint Development Between the Shire and the Department of Housing for Staff Housing in Onslow</p> <p>MINUTE: 11831</p>	<p>The officer recommendation be adopted and that Council:</p> <ol style="list-style-type: none"> 1. Provide in-principle support for a joint development partnership between the Department of Housing and the Shire of Ashburton for the development of Service Worker and Staff Accommodation across Lots 396, 397 on Reserve 41970 and Lots 398, 399 and 400 Third Avenue Onslow; 2. Delegate authority to the Chief Executive officer to progress the proposal and negotiate the financial terms, project management arrangements and design concepts of the proposed joint development partnership; and 3. Request a final report to be presented to Council at a later date that details the particulars of the project before commencement of the proposed partnership. 	<p>Ongoing</p> <p>Refer OD Executive Manager for update.</p> <p>(November 2014)</p>
14	07/14	16.4	<p>Onslow Aquatic Facility Project</p>	<p>The officer recommendation be adopted and that Council:</p> <ol style="list-style-type: none"> 1. Endorses Lot 643 McRae Avenue (Reserve 25799), 	<p>Ongoing</p> <p>Aquatic Facility Steering</p>

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
			MINUTE: 11821	<p>Onslow as the preferred site for the Onslow Aquatic Facility project;</p> <ol style="list-style-type: none"> Supports the change of purpose of Reserve 25799 from Aged Care to Recreation ("Public Purposes – Parks, Recreation and Drainage"); and Approves the procurement of a suitable recreation consultant to produce a business case outlining the Onslow Aquatic Facility's design, project implementation, management structure and financial viability. 	<p>Committee (SoA, CVX & DSD) reviewing PIP1 for consultant to undertake business case & design. Expected approval in early December.</p> <p>Change of Purpose of Reserve to 'Recreation' has been formally approved by Dept of Lands.</p> <p>(November 2014)</p>
16	05/14	16.5	<p>Endorsement of Onslow Basketball Courts Project Concept Design</p> <p>MINUTE: 11798</p>	<p>That Council:</p> <ol style="list-style-type: none"> For the purpose of offering guidance only as part of the tender process, endorses the aspirational concept design provided by Roxby Architects and Josh Byrne & Associates for the proposed Onslow Basketball Court precinct; Approve the development and advertising of a Design & Construct Tender for the Onslow Basketball Court precinct with a budget of up to \$3.5m; and Endorse the change of purpose for Reserve 42090 from Education to Recreation ("Public Purposes – Parks, Recreation and Drainage") and approve the Reserve being vested in the Shire of Ashburton by Management Order for the purpose of Recreation. 	<p>Ongoing</p> <p>D & C Tender has been prepared; final stages of land tenure approvals being undertaken; if no objections received Tender will be advertised at end of November.</p> <p>(November 2014)</p>
17	11/13	18.3	<p>Confidential Item - Onslow Sporting Precinct - Reserve 42090</p> <p>MINUTE: 11709</p>	<p>That Council:</p> <ol style="list-style-type: none"> Supports the Change of Management order to "Public Works" for Reserve 42090 and transfer from Department of Education and Training to the Shire of Ashburton. Delegate the CEO to proceed with Native Title negotiations with parties that have an interest in the land on the following 	<p>Ongoing</p> <p>New Management Order has been issued to Shire for the purpose of</p>

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				basis: i) Notify any representative Aboriginal/Torres Strait Islander bodies, registered Native Title bodies corporate and the Thalanyji people that the public works will take place in respect of the Reserve; and ii) Give notifiable parties described in (i) above an opportunity to comment on the proposed public works before they take place; iii) Meet with interested parties to understand their issues.	'Recreation'. Notifiable parties have been advised as required and requested to comment before 28 November 2014. (November 2014)
18	10/13	18.2	Confidential Item – Proposed Transfer And Change Of Licence Agreement Over Bodyline Gymnasium Tom Price – Portion Of Reserve R40835 MINUTE: 11658	That Council: 1. Delegates authority to the Chief Executive Officer to negotiate a lease and then to advertise the proposed disposition of a council building for public comment as required by Section 3.58 of the Local Government Act 1985, with any objections being referred back to Council for its consideration. 2. If there are no objections received from the advertising period, authorise the Shire President and Chief Executive Officer to affix the common seal of the Shire of Ashburton to the Commercial Lease agreement. 3. Reconsiders this matter if an agreed lease fee cannot be negotiated.	Progressing Refer General Manager for update. (November 2014)
19	05/13	12.1	Proposed closure and transfer of part of Fortescue place, Paraburdoo and change purpose of reserve 42332 MINUTE: 11520	That Council: 1. Close the 3975sqm portion of Fortescue Place Paraburdoo road reserve for transfer to Reserve 42332 in compliance with Section 58 of the Land Administration Act 1997, in accordance with ATTACHMENT 12.1; 2. Advertise the closure and transfer of the Fortescue Place Paraburdoo road reserve in a locally circulating newspaper for a minimum period of 35 days inviting the public to comment, pursuant to Section 58 of the Land Administration Act 1997; 3. Require any objection received in response to the statutory	Ongoing Dept of Land finalising request/change. (November 2014)

Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>advertising of the proposed closure or the land transferral be referred back to Council for consideration;</p> <p>4. Endorse the change of purpose of Reserve 42332 from 'Recreation' to 'Recreation and Child Care Centre';</p> <p>5. Authorise the Chief Executive Officer, subject to no objections being received from the public to the road closure and transfer, submit to the Minister for Lands a request to close the 3975sqm portion of Fortescue Place Paraburdoo road reserve for transfer to Reserve 42332 in accordance with ATTACHMENT 12.1, change the purpose of Reserve 42332 from 'Recreation' to 'Recreation and Child Care Centre' and seek power to lease the facilities constructed upon that reserve.</p>	
20	12/08	13.12.4 08	Proposed Transfer of Emergency Services Building	<p>That Council:</p> <ol style="list-style-type: none"> 1. Council agree to transfer the tenure of the Onslow Emergency Service Building to FESA subject to:- <ol style="list-style-type: none"> i) FESA to become responsible for the outstanding loan on the facility and any financial outlay required for the transfer thereof; and ii) A condition being placed on the Management Order over the premises that they are to be used only to house the local Volunteer Emergency Services including the Marine Rescue Service. 2. The necessary procedures required to affect the transfer be implemented. 3. The present designation of Lot 971 in the Shire's Town Planning Scheme No.7 be amended to reflect the existing land use during the Planning Scheme review for Onslow. 4. The future need of the Onslow Emergency Services Building Management Committee and Instrument of Delegation DA503 be noted and in due course be discontinued. 	<p>Ongoing</p> <p>Shire's Solicitor has been engaged to negotiate an agreeable outcome with FESA.</p> <p>(November 2014)</p>

Actions Performed Under Delegated Authority for the Month of November 2014.

The Use of the Common Seal

Seal No.	Date Seal Applied	Council Decision	Parties Involved	Document Details
586	20/11/2014	OMC 19/11/2014 Minute: 11874	Minister for Education & Shire of Ashburton	Document Prepared by: State Solicitor's Office Details: 3 rd Deed of Variation Tom Price Community Recreation Centre – Tom Price Senior High School
587	21/11/2014	OMC 16/07/2014 Minute: 11821	Shire of Ashburton & Tom Price Amateur Swimming Club	Document Prepared by: Shire of Ashburton Details: Licence Agreement between Shire of Ashburton and Tom Price Amateur Swimming Club Incorporation
588	21/11/2014	OMC 19/11/2014 Minute: 11877	Shire of Ashburton	Document Prepared by: Shire of Ashburton Details: Fencing Amendment Local Law 2014

Development and Regulatory Services Delegations

A	Advertising and Determining Applications for Planning Approval				
	Adv or Det. App.	Date	Applicant	Description	Development location
	Delegated Approval 14-63	8/11/2014	Jacinta Blackwell	Home Occupation – Children's Clothing	Lot 327 (No. 13) Palm St, Tom Price
	Delegated Approval 14-53	8/11/2014	Chelsea Stevens	Home Occupation – Children's Clothing	Lot 260 (No. 8) Roebourne Ave, Paraburdoo
	Delegated Approval 14-70	13/11/2014	Joy Global (Aus) Surface Pty Ltd	Industry - Service	Lot 3 Boonderoo Rd, Tom Price
	Advertised 14-65	19/11/2014	Beadon Bay (WA) Pty Ltd	Hotel – Refurbishment, New Bottle Shop and 66 Short Stay Accommodation Units	Lot 1 Second Ave, Onlsow
	Delegated Approval 14-59	21/11/2014	Shire of Ashburton	Office	Lot 2001 Boonderoo Road, Tom Price

B	Advertising draft Development Plans			
	None			
C	Advertising Extension for Town Planning Scheme Amendments and Development Plans			
	None			
D	Subdivision and Development Design			
	None			
E	Consideration of WAPC Referrals of Applications for Subdivision Approval			
	None			
F	Clearance of Local Government Conditions associated with Subdivision Approval			
	None			
G	Issue of Certificates (Strata Titles)			
	None			
H	Directions regarding unauthorised development			
	Approximately 70% of land owners and occupiers have been in touch with our office for further information. Some are still reticent and all owners and occupiers will be sent a reminder early in the new year. Tender process in place for legal counsel.			
I	Responsible Authority Reports to the Development Assessment Panel			
	Date	Applicant	Description	Development Location
	None			

Approval to Purchase Goods and Services by the Delegations of Authorisation used by Chief Executive Officer

Approval Date	File Ref	Title	Decision
12/11/2014	N/A	Determining that tenders do have to be invited for the supply of goods and services – Tom Price Tourist Park.	The Shire of Ashburton will enter into an agreement with the Tom Price Tourist Park for the provision of accommodation for approximately 8 staff members for a period of a minimum of 6 months. At the quoted rate of \$175 per night per room, this hire of accommodation units is expected to cost approximately \$509,600 per annum.
21/11/2014	OR.DA.00.00	Authorisations under the Local Government (Parking for People with Disabilities)	The appointment of persons is to relate to those functions of an “authorized person” as prescribed in Section 9.10 of the Local Government Act 1995 to carry out duties in association with the Local Government (Parking for People with Disabilities) Regulations 2014.
24/11/2014	OR.DA.00.00	Authorisations under the SOA Fencing Local Law 2014	The appointment of persons is to relate to those functions of an “authorized person” as prescribed in Section 9.10 of the Local Government Act 1995 to carry out duties in association with the SOA Fencing Local Law 2014.

Tender Approvals by the Delegations of Authorisation used by Chief Executive Officer

Approval Date	File Ref	Title	Tenderer	Total Score (/100)	\$
05/11/2014	AS.TE.28.14	Formal Instrument Agreement and Purchase Order awarding the RFT 28/14 to Byblos Construction	1. Byblos Construction 2. Mite Construction	1. 82 2. 70.5	1. \$1,082,956.60 2. \$1,746,695.00

Policy No: CORP_ORG



Policy Name: **REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land)**

File No: REC05 or AS.LE

Policy Purpose: To provide a structured, equitable and consistent approach to the management of Council's community lease and licence agreements with local community groups for the use of Shire of Ashburton (SOA) owned and controlled facilities, buildings and land.

To ensure that all local community groups utilising SOA facilities, buildings and land that fall under this policy are under a formal lease or licence agreement to occupy the premise/s.

The policy is to ensure that the implementation of administrative procedures and authority for issuance of community lease and licence agreements for SOA controlled facilities, buildings and land, will be executed as per the Local Government Act 1995.

This policy **must** be used in conjunction with the standard **Lease or Licence Agreement of Community Facilities** template and in combination with **Instructions and Special Conditions for a Lease or a Licence Agreement to use Community Facilities** document.

Principles / Framework: 10 Year Community Strategic Plan 2012 – 2022
Goal 1 – Vibrant and Active Communities
Objective 2 – Active People, Clubs & Associations

Application: Shire of Ashburton Community, Sporting and Not For Profit Clubs, Associations & Groups

Statutory Environment: Local Government Act 1995
Local Government (Functions and General) Regulations 1996

Approval Date: Policy REC05 was previously amended and adopted at the Ordinary Council Meeting 15 February 2012.

Definitions:

"Community or Sporting Group"

means a not for profit (does not operate as a business, corporation or organisation) social, sporting, recreational, occupational or religious group of any size whose members reside in the Shire of Ashburton who contribute to active people, clubs and associations. Groups must comprise of a committee consisting of a President, Vice President, Treasurer and Secretary.

**Objective:**

Local communities across the Shire of Ashburton are actively engaged in running a range of sport, recreation and youth programs. These sporting clubs and community groups contribute greatly to community life in the towns as well as improving social capital, quality of life and wellness outcomes. The Shire of Ashburton recognises the important role local groups have to play in community wellbeing and invests heavily in community infrastructure and community programming to support these local groups.

This policy aims to encourage and support volunteerism and physical activity in clubs and associations by providing community lease and licence agreements to groups that contribute to the community.

Community lease and licence agreements optimise use of community facilities, catering for storage, meeting rooms, recreation areas and reserves. The agreements provide an avenue for groups to build capacity within and to sustain their organisation into the future.

This policy should be read in conjunction with the Local Government Act 1995 and the associated Regulations.

Templates for Leases and Licences:

Shire of Ashburton Lease/Licence templates (attached) are to be provided for each type of use envisaged by this policy in regards to creating a lease or licence agreement for community groups to utilise SOA facilities, buildings or land.

Types of Agreements**1. Lease of Community Facility Template**

This template is used when the Shire of Ashburton is leasing out the whole or a portion of a facility, building or land which is SOA property. Groups that lease community facilities have sole occupancy of the leased area meaning that other groups do not have access to this area at any stage for the entirety of the lease agreement. For example: the whole of the land contained in a Certificate of Title, a room within a larger facility or an entire building. The lease template will continue to evolve and will be updated from time to time as the need arises.

2. Licence Agreement to Use Community Facility Template

This template is used where the licensee does not have exclusive possession of the premises. It provides the Shire of Ashburton with flexibility to licence the premises to other parties at different times and better utilise the land and buildings. For example: a group may wish to hire out a storage room for six months of the year during their season or they may share the area with another group whom would also enter into a non-exclusive licence agreement to use the storage room on a shared basis. The licence template will continue to evolve and will be updated from time to time as the need arises.

Community user licences are not to be used for general hire of a facility for example, utilising a venue in the Shire of Ashburton Fees and Charges on a weekly basis for six hours per week.

3. Deed of Variation Template

This template allows an arrangement for the lease or licence to be amended, provided the amendment is signed by all parties.

4. Deed of Renewal Template

Where an option to renew is stated in the lease or licence agreement, this template is to be used to exercise this option. Both parties' signatures are required.

Policy No: CORP_ORG

**Function:**

A standard lease or licence document is to be used in respect of all agreements. The Shire of Ashburton reserves the right to attach a schedule to the agreement setting out special conditions, fees or concessions as appropriate and to amend the template lease or licence document as it sees fit.

Lease & Licence Annual Fees

An annual rent is to be charged for the use of the facility, building or land as per the below table. Increments to annual fees are to be presented to Council as a review of this policy – Policy REC05 or as part of the Fees and Charges Schedule through the annual budget.

Guidelines on Fees for All Lease & Licence Agreements		
The fees below are not to be incorporated into a Lease or Licence Agreement for general hire of a facility (e.g. utilising a venue in the Shire of Ashburton Annual Fees and Charges on a weekly basis for six hours per week).		
Fees apply to club/associations regardless of financial stability.		
Facilities, Buildings or Reserves will be charged at the same rate per annum regardless of size and location.		
Fees apply regardless of new, old or renovated facility, building or land.		
Fees apply regardless of any work carried out by the club or association.		
Only one room, store room, building, facility or reserve to one lease/licence agreement. Groups are entitled to more than one lease/licence agreement should the Shire have facilities, buildings, rooms or reserves available.		
Facility, Building or Land Lease or Licence Agreement	Fee per Annum	Guidelines
<i>Reserve/Land</i>	\$500.00 plus GST	The Shire of Ashburton does not own any assets on a lease or licenced reserve. All buildings and infrastructure is an asset of the club/association and is the club's responsibility.
<i>Associations/Clubs that Hold a Liquor Licence</i>	\$1,000.00 plus GST	This applies to any venue or reserve under a lease/licence agreement that is an approved Licenced Premise by the Department of Racing, Gaming & Liquor for the sale of alcohol.
<i>Entire Facilities or Rooms within a Building.</i>	\$500.00 plus GST	These areas can be small or large however must be able to accommodate a recreational activity or small group meeting.
		These buildings, rooms or facilities must be for a 'sole recreational purpose'. For example club meeting rooms, tennis courts, squash courts, toy libraries.
		Rooms within a facility are in a building in which the Shire of Ashburton hires the remaining areas of the facility to general users as per the Annual Fees and Charges.
<i>Junior Organisation</i>	\$300.00 plus GST	Organisation must be specifically for children 17 years and under. This does not apply to any organisation that invites adults (18 years and over) to participate or supervise in the recreational or sporting activity.

Policy No: CORP_ORG



		This applies to junior organisations that are on a reserve or have an entire facility or rooms within a building.
Storage	\$100.00 plus GST	This is for any group that has storage within or on a Shire facility/building.
		Store rooms generally have no air conditioners or windows.
		Store rooms cannot accommodate space for a meeting room if desired.
		Examples: Tom Price Netball/Basketball Shed, Clem Thompson Memorial Sports Pavilion Store Rooms, Store Rooms in the Community Centre.
		Storage fees will not be charged where groups do not have sole usage of the storage room. For example – the store room is available for groups that hire the venue on an hourly rate as per the annual Fees and Charges or are also utilised by the Shire of Ashburton.

 [Signature]
 Signed

 [Print Name]
 Shire President

Monitor and Review: Community Development

Last Review Date 10 December 2014

Next Review Date 9 December 2018

This policy is to remain in force until otherwise determined by the Council or superseded.



Licence Agreement to use Community Facility

Shire of Ashburton
[Insert name of Licensee]

[DRAFT DOCUMENT FOR DISCUSSION PURPOSES]

**[INSERT BRIEF DESCRIPTION OF COMMUNITY
FACILITY]**

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Licence Agreement to Use Community Facility

Parties

Shire of Ashburton, a body corporate pursuant to the Local Government Act 1995 of PO Box 665, Tom Price, Western Australia (**Shire**)

[Insert name and address of Licensee] (**Licensee**)

Background

- A The Shire owns or manages the Land which includes the Community Facility.
- B The Shire has agreed to grant to the Licensee the right to use and occupy the Licensed Area subject to the terms and conditions contained in this Licence.

Operative provisions**1 Definitions and interpretation****Definitions**

- 1.1 In this Licence the following definitions apply:

Authorised Persons means:

- (a) an agent, employee, licensee, contractor or invitee of the Licensee;
- (b) any person visiting the Licensed Area with the express or implied consent of any person referred to in paragraph (a) of this definition;
- (c) any person claiming under or through the Licensee.

Authorised Use is defined in Item 9 of Schedule 1.

Commencement Date is defined in Item 6 of Schedule 1.

Community Facility is defined in Item 1 of Schedule 1.

Council means the council of the Shire.

Default Interest Rate means 10% per annum above the Reserve Bank of Australia target cash rate from time to time.

End Date is defined in Item 8 of Schedule 1.

Event of Default means any of the events or occurrences set out in clause 18.1 of this Licence.

Licence Agreement to Use Community Facility

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply.

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

GST Law has the same meanings as in the GST Act.

Land is defined in Item 2 of Schedule 1 and where the context so requires includes the Community Facility.

Laws mean all statutes, rules, regulations, proclamations, ordinances, local laws, or by-laws present or future and includes applicable Australian Standards and Codes of Practice as varied from time to time.

Licence means this agreement and the Schedules and, where applicable, any appendices, plans or other attachments to this agreement as amended from time to time.

Licensed Area is defined in Item 3 of Schedule 1.

Licence Fee is defined in Item 4 of Schedule 1.

Minister means Minister for Lands.

Occupiers mean any person (other than the Licensee) with a right to use any part of the Land from time to time.

Party or Parties means respectively a party or parties to this Licence.

Plant and Equipment means the plant and equipment used in connection with the provision of any utilities or services or the heating, cooling, lighting, power or plumbing for the Licensed Area.

Relevant Authority means any government, statutory, public or other authority or body having jurisdiction over the Land or any matter or thing relating to the Land on the Land.

Requirements mean any requirements, notices, orders or directions of any Relevant Authority.

Review Dates is defined in Item 5 of Schedule 1.

Special Conditions means the special conditions set out in Schedule 2.

Term is defined in Item 7 of Schedule 1.

Written Law has the same meaning given to that term in the *Interpretation Act 1984* (WA) as varied from time to time

Interpretation

Licence Agreement to Use Community Facility

- 1.2 In the interpretation of this Licence, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Licence.
 - 1.2.2 A reference in this Licence to a business day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Licence is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Licence to dollars or \$ means Australian dollars and all amounts payable under this Licence are payable in Australian dollars.
 - 1.2.5 A reference in this Licence to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.6 A reference in this Licence to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
 - 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Licence.
 - 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
 - 1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.
 - 1.2.12 Any schedules and attachments form part of this Licence.

2 Grant of Licence

- 2.1 The Shire grants to the Licensee, subject to the consent of the Minister (where relevant) and the Licensee accepts, a licence to use the Licensed Area for the Term

Licence Agreement to Use Community Facility

from the Commencement Date to the End Date solely for the Authorised Use on the terms and conditions of this Licence.

- 2.2 The rights under this Licence are in contract only and no estate or interest in the Licensed Area is conferred on the Licensee by this Licence.
- 2.3 This Licence shall relate only to the Licensed Area and the Shire shall at all times be entitled to use, occupy and deal with the remainder of the Land and the Community Facility without reference to the Licensee.

3 Conditions Precedent

Local Government Condition

- 3.1 This Licence is subject to and expressly conditional on the Shire complying with the procedures set out in section 3.58 of the *Local Government Act 1995* (WA) relating to disposal of property.

Land Administration Act

- 3.2 If the Land is subject to the provisions of the *Land Administration Act 1997* (WA) then this Licence is subject to and expressly conditional on the Minister granting his or her consent to this Licence.

Best Endeavours

- 3.3 The Parties covenant and agree that where relevant, the Parties will each use their best endeavours to satisfy the conditions precedent in clauses 3.1 and 3.2.

Costs

- 3.4 The Shire will bear all costs associated with satisfying the conditions precedent in clauses 3.1 and 3.2.

Refusal or granted subject to conditions

- 3.5 If any approval:
 - 3.5.1 is refused; or
 - 3.5.2 granted subject to a condition that the Licensee in its reasonable opinion is unable to comply with, and the Licensee within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Licence;
- 3.6 then, this Licence, except this clause, ceases to have effect and no party has any claim against the other party.

Licence Agreement to Use Community Facility

4 Licence Fee

- 4.1 The Licensee must pay the annual Licence Fee to the Shire on the Commencement Date and on each first day of July following the Commencement Date without any deduction or set-off by way or direct payment to the Shire or as the Shire may direct.
- 4.2 The first payment of the Licence Fee must be paid to the Shire on the Commencement Date and will be calculated on a pro-rata basis so that the Licensee pays the Licence Fee for the period from the Commencement Date to the first 30 June during the Term of this Licence.

5 Licence Fee Review

- 5.1 On a Review Date the Licence Fee shall be reviewed in accordance with the provisions of clauses 5.2 to 5.5 (inclusive).

Licence Fee Review

- 5.2 With effect from each Review Date, the Shire shall review the Licence Fee so that it is an amount determined or calculated in accordance with the then current Shire of Ashburton adopted annual fees for licensing of Shire assets (facilities, buildings and land) and in line with Policy REC05 which have been passed by resolution of Council.
- 5.3 The Shire shall give the Licensee a notice setting the Licence Fee in accordance with clause 6.2 however the failure of the Shire to give such a notice before the Review Date does not preclude the Shire from giving such a notice in respect of that Review Date at any later time.

Payment of Reviewed Licence Fee

- 5.4 The Licensee will be liable to pay the reviewed annual Licence Fee from the relevant Review Date whether or not the Shire has notified the Licensee of the amount to which the annual Licence Fee has been varied.
- 5.5 If the Shire has not given notice of the reviewed annual Licence Fee to the Licensee and the Licensee continues to pay Licence Fee at the rate of the current annual Licence Fee until the Shire notifies the Licensee of the reviewed annual Licence Fee, the Licensee will not be in default for non-payment of Licence Fee provided that when the Shire notifies the Licensee of the amount of the reviewed annual Licence Fee, any necessary adjustment is made within 10 business days of service of the Licence Fee review notice.

6 Licensee Covenants**Use**

- 6.1 The Licensee must not use or permit the Licensed Area to be used for any purpose other than the Authorised Use.

Licence Agreement to Use Community Facility

Improvements and Additions

- 6.2 The Licensee must not erect, construct, build, install or bring any buildings or structures of a permanent nature on the Licensed Area or make any other alterations, additions or improvements on the Licensed Area except in accordance with clause 12 of this Licence.
- 6.3 Unless otherwise agreed in writing, every building and fitting, fixture or structure erected, fixed or placed upon the Licensed Area shall become the absolute property of the Shire and shall not be removed from the Licensed Area or moved to any other part of the Land except with the prior written consent of the Shire.

Maintenance

- 6.4 The Licensee must:
- 6.4.1 maintain the Licensed Area in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
 - 6.4.2 promptly repair any damage to the Licensed Area for which the Licensee is responsible to the satisfaction of the Shire;
 - 6.4.3 keep the Licensed Area clean and free from rubbish;
 - 6.4.4 not do or omit to do anything which might cause the Licensed Area to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
 - 6.4.5 not without the Shire's prior consent, install any electrical equipment on the Licensed Area which might overload the cables, switchboards or sub-boards through which electricity is connected to the Licensed Area;
 - 6.4.6 not without the Shire's prior written consent interfere with the drainage or water supply facilities (if any) serving the Licensed Area or any equipment connected to such facility;
 - 6.4.7 not without the Shire's prior consent, erect or place on or in the Licensed Area any radio or television aerial or antenna;
 - 6.4.8 keep all roads, driveways and access ways (if any) on the Land free of rubbish and debris and ensure that they are not obstructed; and
 - 6.4.9 if this Licence is in respect of the whole of the Land, maintain all roads, driveways and access ways (if any) on the Licensed Area.

Report to the Shire

Licence Agreement to Use Community Facility

- 6.5 The Licensee shall report promptly to the Shire in writing:
- 6.5.1 all damage or defects in the Licensed Area of which the Licensee is or ought to be aware; and
 - 6.5.2 any circumstances likely to be a danger or cause any damage or danger to the Licensed Area and the Licensee's fixtures or any person in or on the Licensed Area and the Licensee's fixtures of which the Licensee is aware.
- 6.6 The Licensee must also report all damage, defects or maintenance requests or suggestions to the Shire by submitting an electronic corrective action request via the Shire's website ([http://www.ashburton.wa.gov.au/the-shire/see-it-report it](http://www.ashburton.wa.gov.au/the-shire/see-it-report-it)).

Nuisance

- 6.7 The Licensee must take all reasonable precautions against the outbreak of fire on the Licensed Area and to make firebreaks upon the Licensed Area and at the locations and to the specifications required by the Shire and to permit the entry of the Shire its officers and servants or agents on to the Licensed Area for the purpose of abating any fire on or in the vicinity of the Licensed Area.
- 6.8 The Licensee shall not do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Shire or other persons authorised by the Shire to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

Unlawful Activities

- 6.9 The Licensee must not do or carry on in the Licensed Area any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Shire or the Occupiers or the owners or occupiers of any nearby properties.

Rubbish

- 6.10 The Licensee must not:
- 6.10.1 place any rubbish on or in any part of the Licensed Area except in a suitable receptacle; or
 - 6.10.2 burn any rubbish in or on the Licensed Area.

Floor Overloading

- 6.11 The Licensee must not do any act or thing which might result in overloading any part of the floor of the Licensed Area.

Goods and Chemicals

- 6.12 The Licensee must not:

Licence Agreement to Use Community Facility

- 6.12.1 except for reasonable quantities for normal applications in connection with the Authorised Use of the Licensed Area, bring onto, store or use any chemical or inflammable substance in or on the Licensed Area; and
 - 6.12.2 store goods on or in the Licensed Area other than those necessary for the Authorised Use.
- 6.13 On request, the Licensee must supply the Shire with material safety data sheets for any chemicals or inflammable substance which the Licensee is permitted to bring onto, store or use in or on the Licensed Area under clause 6.12.1 of this Licence.

Signs, advertisements or notices

- 6.14 The Licensee must not display from or affix to the Licensed Area any signs, advertisements or notices visible from outside the Licensed Area without the prior consent of the Shire which the Shire may not unreasonably withhold in the case of a notice:
- 6.14.1 stating the Licensee's name; and
 - 6.14.2 affixed in a place immediately adjacent to the Licensed Area.
- 6.15 If approved, the signage, advertisement or notice must be secured in a substantial and proper manner so as not to cause any damage to the Community Facility or any person and the Licensee must at the end or earlier termination of the Term remove the signage, advertisement or notice and make good any damage.

Inspection by the Shire

- 6.16 The Licensee must permit the Shire to inspect the Licensed Area at all reasonable times.

Security of Licensed Area

- 6.17 The Licensee must securely lock all doors, gates or other openings in, to or on the Licensed Area when the Licensed Area is unoccupied.
- 6.18 The Shire may enter the Licensed Area at any time for any purpose in relation to security, but nothing in this clause makes the Shire responsible in any way for the security of the Licensed Area.

Keys to Licensed Area

- 6.19 If the Licensed Area is able to be locked, the Licensee acknowledges that a maximum of 3 keys will be provided to the Licensee to obtain access to the Licensed Area. The Licensee must not reproduce any additional key without the Shire's written approval.
- 6.20 The Licensee must pay to the Shire on demand a bond of \$100 for each access key provided by the Shire.

Licence Agreement to Use Community Facility

- 6.21 If the keys are lost, stolen or damaged, the Licensee must pay the cost of replacement of keys and locks to the Licensed Area and if the locks are changed, the Licensee must provide a copy of the new key to the Shire.
- 6.22 The Licensee must return to the Shire all keys to the Licensed Area at the end or earlier termination of this Licence.

Public Events

- 6.23 The Licensee must not hold any public event at the Licensed Area except with the prior written consent of the Shire and the Minister (where relevant).

Annual General Meeting

- 6.24 On the Commencement Date and on each 1 July during the Term of this Licence, if the Licensee is a community or sports organisation, the Licensee must provide the Shire with a copy of the minutes of each Annual General Meeting, an end of year financial statement report and provide updated contact details for each of the persons holding the positions of President, Vice President, Secretary and Treasurer in the community or sports organisation.

Toilets

- 6.25 The toilets, sinks and drains shall be used for their designed purposes only and the Licensee must keep them clear and unobstructed and ensure no substance is deposited into them which could damage or block them.
- 6.26 If toilets are comprised within the Licensed Area, the Licensee must ensure that the toilet facility is kept clean and appropriate toiletries and sanitary bins are provided and regularly emptied.

7 Licensee to pay for utilities and services**Utilities and services separately assessed**

- 7.1 The Licensee must pay to the Shire within 30 days of issue of a tax invoice or, if demand is made by a service provider, the service provider all charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges which are separately charged or assessed in respect of the Licensed Area or the Licensee.

Utilities and services not separately assessed

- 7.2 Where any charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges are not separately charged or assessed in respect of the Licensed Area or the Licensee then, the Licensee must pay to the Shire within 30 days of issue of a tax

Licence Agreement to Use Community Facility

invoice such fair proportion of those utilities and services as determined by the Shire (acting reasonably).

8 Comply with Laws

- 8.1 The Licensee must promptly observe and comply in all respects with all Laws, Requirements and rules relating to the Land and the Community Facility and the Licensee's use of it.

9 Risk

- 9.1 The Licensee agrees to occupy and use the Licensed Area at the Licensee's sole risk.

10 Insurance

Public Risk insurance

- 10.1 The Licensee must during the Term, effect and maintain adequate public risk insurance cover applicable to the Licensee's use of the Licensed Area for at least \$10,000,000 (being the amount which may be paid out arising from any single accident or event) or any increased amount that the Shire may from time to time require.
- 10.2 The Licensee must supply the Shire with a certificate of currency from the insurer on request.

Licensee's Obligation to effect other insurances

- 10.3 In addition to public risk insurance, the Shire may at any time require the Licensee by notice in writing to effect and maintain other policies of insurance relating to the Licensed Area and the Licensee's fixtures or contents or otherwise as reasonably required by the Shire from time to time, including policies of insurance for:
- 10.3.1 the full insurable value on a replacement or reinstatement basis of the Licensee's fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
 - 10.3.2 employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Licensee employed in or about the Licensed Area;
 - 10.3.3 the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Licensed Area; and

Licence Agreement to Use Community Facility

- 10.3.4 any other matter or thing which the Shire reasonably requires by notice to the Licensee.
- 10.4 If the Shire has issued a written notice to the Licensee to effect other insurance under clause 10.3, the Licensee must:
 - 10.4.1 supply to the Shire the current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
 - 10.4.2 not without the Shire's prior consent, alter the terms or conditions of any policy; and
 - 10.4.3 ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Shire.

Licensee not to invalidate insurance

- 10.5 The Licensee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Licence or in respect of the Licensed Area and the Licensee's fixtures becoming void or voidable or which might increase the premium on any policy.

11 Limit of Shire's liability**No warranties or representations**

- 11.1 The Licensee acknowledges and agrees that:
 - 11.1.1 all the Licensee's fixtures and other Licensee's property in or on the Licensed Area shall be at the sole risk of the Licensee during the Term and the Shire shall not be liable for any claim, loss or damage that the Licensee may suffer as a result of:
 - (i) any fault in the construction or state of repair of the Licensed Area, the Licensee's fixtures or the Shire's fixtures;
 - (ii) any defect in any of the Plant and Equipment;
 - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Licensed Area or otherwise;
 - 11.1.2 the Licensee has not relied on any representation or warranty of the Shire in entering into this Licence and, for this purpose, the Licensee acknowledges that:

Licence Agreement to Use Community Facility

- 11.1.3 the Licensee has relied on the Licensee's own skill and judgment and has made the Licensee's own enquiries in determining the suitability of the Licensed Area for the Authorised Use; and
- 11.1.4 the Licensee's occupation of the Licensed Area is conclusive evidence of the Licensee's acceptance of the Licensed Area as being in good order, repair and condition at the Commencement Date.

Shire Not Liable

- 11.2 The Shire is not liable to the Licensee and the Licensee will not make a claim against the Shire in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of services, theft or other event of a similar nature in or affecting or the Licensed Area.

Licensee acts at own risk

- 11.3 Unless this Licence provides otherwise, whenever the Licensee is obligated or required by this Licence to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Licensee.

12 Indemnity and release**General indemnity**

- 12.1 The Licensee indemnifies, and shall keep indemnified the Shire and the Minister against all actions, losses, claims, damages, proceedings, suits, demands, costs and expenses for which the Shire or the Minister become liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:
 - 12.1.1 which are caused or contributed to by the use or occupancy of the Licensed Area by the Licensee or any Authorised Persons;
 - 12.1.2 resulting from an act or omission of the Licensee; or
 - 12.1.3 resulting from a notice, claim or demand against the Licensee to do or refrain from doing anything except to the extent that the Shire is obliged by this Licence to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

Nature of indemnity

- 12.2 The obligation of the Licensee to indemnify the Shire and the Minister under this Licence or at law is not affected by the obligation of the Licensee to effect insurance and all indemnities shall survive the termination of this Licence.

Licence Agreement to Use Community Facility

13 Alterations by the Licensee

- 13.1 The Licensee must obtain the Shire's prior written approval (as distinct from any consent that the Licensee may require from the Shire as Relevant Authority) if the Licensee wishes to carry out any work not provided for in any plans previously approved by the Shire.
- 13.2 The Shire may in its absolute discretion decline consent, or may require a variation of this licence or require a new licence be entered into at the cost of the Licensee to record any such alteration.
- 13.3 For the avoidance of any doubt, the Licensee must obtain and comply with all necessary consents and will be responsible for all costs in carrying out any approved alterations and must comply with the Shire's reasonable directions in carrying out any work.

14 Assignment

- 14.1 The Licensee shall not transfer or assign or sub-licence its rights under this Licence except with the prior written consent of the Shire and the Minister (where relevant), which may be withheld at the absolute discretion of the Shire and the Minister.

15 Costs**Costs**

- 15.1 The Licensee must pay or reimburse the Shire on demand for all the Shire's reasonable costs and expenses (including the Shire's legal and consultancy costs and expenses) in relation to:
- 15.1.1 the preparation, execution, negotiation, and stamping of this Licence;
 - 15.1.2 the exercise or enforcement by the Shire of any right under this Licence;
 - 15.1.3 any act or omission by the Licensee causing cost or expense to the Shire;
 - 15.1.4 obtaining or giving any consent or approval under this Licence, or a variation or surrender of this Licence.

Duty and other costs

- 15.2 The Licensee must pay or reimburse the Shire on demand for all duty, taxes, levies, charges and fees, and fines and penalties in respect of any of them, which may be payable in connection with this Licence.

Interest on other moneys

Licence Agreement to Use Community Facility

- 15.3 If any monies payable by the Licensee remain unpaid for 30 days after their due date then the Licensee shall pay to the Shire interest on those payments at the Default Interest Rate calculated from their due date to the date of payment and such interest shall be compounded monthly.

16 GST

- 16.1 The Licence Fee and other moneys payable under this Licence have been calculated without regard to GST, and the Shire and the Licensee agree that the Shire shall be entitled to charge an additional amount if the Shire becomes subject to GST as a result of the grant of this Licence or any supply to the Licensee under or in connection with this Licence, and the following provisions shall apply.
- 16.2 The Licensee must do everything reasonably requested by the Shire to ensure this Licence is treated as taxable for the purposes of the GST, the Licensee must pay the GST to the Shire at the same time as the payment to which the GST relates, and the Licence Fee and other amounts payable under this Licence are exclusive of GST.
- 16.3 The Licensee must pay to the Shire on demand any GST charged on goods and services acquired or payable or paid by the Shire in connection with this Licence or the Licensed Area, including but not limited to any GST payable in connection with or in respect of the provision of any utilities and services and the Licence Fee;
- 16.4 Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

17 Shire's covenants

Shire's responsibility for repairs and maintenance

- 17.1 The Shire must keep and maintain the building, all building services and the Shire's improvements on the Land in good order and condition but the Shire shall not be liable or responsible for any:
- 17.1.1 repair or maintenance of any alterations carried out by the Licensee in accordance with clause 12;
 - 17.1.2 repair or maintenance which the Licensee is responsible for under the terms of this Licence; or
 - 17.1.3 repair or maintenance that is not reasonably necessary for the Licensee's use of the Licensed Area as determined by the Shire (acting reasonably).
- 17.2 Unless otherwise provided in this Licence, the Shire is responsible for organising and paying for annual pest control inspections, servicing of fire extinguishers, exit lights, security lights, fire hydrants, air conditioners (not owned by the Licensee) and recertification of fall arrest systems located in the Community Facility.

Licence Agreement to Use Community Facility

Shire's Right of Access

- 17.3 The Shire and the Shire's employees and contractors may at all reasonable times (and at any time in the case of an emergency) enter the Licensed Area with all necessary equipment to carry out repairs, maintenance or improvements to the Licensed Area (or adjacent areas), including:
- 17.3.1 carrying out any repairs or maintenance to the building or building services on the Land that is not the Licensee's responsibility under the terms of this Licence;
 - 17.3.2 construct new structures on the Licensed Area;
 - 17.3.3 alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Licensed Area;
 - 17.3.4 carry out any other works that the Shire considers necessary.

Shire's right to remedy default

- 17.4 The Shire may, if the Licensee is in default of any repair notice given by the Shire under this Licence or, if any repairs that the Licensee is responsible for under this Licence are required to be undertaken as a matter of urgency then, without prejudice to the Shire's rights under this Licence, the Shire and the Shire's employees and contractors with all necessary equipment at all reasonable times may enter the Licensed Area to carry out such works and the costs of carrying out such works shall be payable by the Licensee to the Shire on demand.

Shire's right to deal with Land

- 17.5 The Shire may grant easements of support or any other easements or similar rights over any part of the Land or the Licensed Area or dedicate, transfer or otherwise deal with any part of the Land or the Licensed Area in favour of another person for any reason whatsoever.

No undue interference

- 17.6 In exercising the Shire's rights in clause 16.2 to clause 16.4 (inclusive), the Shire must use its reasonable endeavours not to cause any undue interference with the Authorised Use but in no event will the Shire be responsible for any compensation or liable for any loss suffered by the Licensee.

18 Events of Default**Default**

- 18.1 An event of default occurs if:
- 18.1.1 the Licence Fee is at any time unpaid for 30 days after becoming due whether formally demanded or not;

Licence Agreement to Use Community Facility

- 18.1.2 the Licensee fails to comply with any of its other obligations under this Licence and that failure is not, in the reasonable opinion of the Shire, remediable; or
- 18.1.3 the failure described in clause 16.1.2 is remediable, and the Licensee does not remedy the failure within 30 days, or a longer period reasonably determined by the Shire after receipt by the Licensee of a notice from the Shire specifying the failure.
- 18.1.4 in the event of insolvency, receivership, bankruptcy or liquidation of the Licensee;
- 18.1.5 if the Licensee makes or enters into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Licensee's creditors.

Shire's right to terminate

- 18.2 If an event of default occurs, the Shire may terminate this Licence by written notice to the Licensee.

Other rights of Shire

- 18.3 Any action taken by the Shire under clause 16 is without prejudice to any other rights of the Shire and does not release the Licensee from liability under this Licence.

19 Termination**Licensed Area**

- 19.1 At the end or earlier termination of this Licence, the Licensee must ensure that the Licensed Area is in a condition consistent with the compliance of the Licensee's obligations during the Term and deliver to the Shire all keys, access cards and other security devices for the Licensed Area.

Removal of Licensee's fixtures, fittings and chattels

- 19.2 At the end or earlier termination of this Licence, the Licensee must remove all the Licensee's chattels and, if required by the Shire, any fixture, fitting or structure erected by the Licensee during the Term, and make good at the Licensee's cost any resulting damage and if not removed within 5 business days or a longer period as reasonably determined by the Shire after the date of termination, ownership of those chattels, fixtures, fittings and structures may at the Shire's election pass to the Shire or the Shire may in a proper and workmanlike manner remove them from the Licensed Area and either store them or forward them to a refuse collection centre.
- 19.3 The cost of making good the resulting damage and the cost of removal, storage and disposal shall be recoverable from the Licensee as a debt due on demand and the

Licence Agreement to Use Community Facility

Shire shall not be responsible for any compensation or liable for any loss suffered by the Licensee.

Survival

- 19.4 The covenants contained in this Licence which expressly or impliedly survive termination shall remain in full force and effect after the termination of this Licence without limit in time and shall not be or be deemed to be waived, merged or extinguished upon such termination.

20 Disputes

Mediation

- 20.1 If a dispute arises in relation to this Licence, either Party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by the Parties.
- 20.2 If the Parties do not agree on a mediator within 7 days after the notice is given, either Party is entitled to ask the Australian Commercial Disputes Centre (**ACDC**) or such other body that has similar powers at the time of the dispute to appoint the mediator.
- 20.3 The mediation is to be conducted in accordance with the procedure set out in the ACDC Commercial Mediation Agreement or, if at the relevant time there is no such agreement or an agreement substituted for it, in accordance with the procedure determined by the mediator in consultation with the Parties. Each of the Parties must co-operate fully with the mediator.
- 20.4 The Parties must each pay an equal share of the fees and expenses to which the mediator is entitled.

Arbitration

- 20.5 If the dispute has not been resolved by mediation under clause 18.3 within 2 months of a party requiring mediation, either Party may give the other Party a notice requiring that a dispute be resolved by arbitration under the *Commercial Arbitration Act 2012* (WA) by an arbitrator appointed jointly by the Parties.
- 20.6 If the Parties do not agree on an arbitrator within 7 days after the notice of arbitration is given, either Party is entitled to ask the ACDC or such other body that has similar powers at the time of the dispute to appoint the arbitrator.
- 20.7 The arbitration must be conducted in accordance with the *Commercial Arbitration Act 2012* (WA). Each of the Parties must co-operate fully with the arbitrator.
- 20.8 Either Party is entitled to appeal to the Court of competent jurisdiction on any question of law arising out of an award.

Right to seek injunctions

Licence Agreement to Use Community Facility

- 20.9 For the avoidance of any doubt, nothing in this clause 18 shall be construed as limiting the rights of either Party to seek urgent injunctive orders from a Court of competent jurisdiction to restrain the other Party from an ongoing or repetitive breach of this Licence where an order for damages would not be an adequate remedy.

21 Holding Over

- 21.1 If the Licensee continues to use the Licensed Area after the expiry of the Term with the consent of the Shire the Licensee will be a monthly licensee of the Shire at the same rate as the then Licence Fee payable by the Licensee immediately prior to expiry of the Term.

22 Notices

Giving notices

- 22.1 Any notice or communication given to a Party under this Licence is only given if it is in writing and sent in one of the following ways:
- 22.1.1 Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
- 22.1.2 Faxed to that Party at its fax number and marked for the attention of the relevant department or officer (if any) set out below.

The Shire

Name: Shire of Ashburton
 Address: Lot 246, Poinciana Street
 Tom Price, WA 6751
 Fax number: (08) 9189 2252
 Attention: **[Insert position of person to receive notices, for example, Facilities Manager]**

The Licensee

Name: [Insert name of Licensee]
 Address: [Postal address]
 Fax number: [Fax number]
 Attention: [Name]

Change of address or fax number

- 22.2 If a Party gives the other Party 3 business days' notice of a change of its address or fax number, any notice or communication is only given by that other Party if it is delivered, posted or faxed to the latest address or fax number.

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Time notice is given

- 22.3 Any notice or communication is to be treated as given at the following time:
- 22.3.1 If it is delivered, when it is left at the relevant address.
 - 22.3.2 If it is sent by post, 2 business days after it is posted.
 - 22.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 22.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the Party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

Copies of notices etc

- 22.5 If a Party is required by any term of this Licence to give a copy of any notice or communication to a person the failure to give the copy of it to the person may not be raised to rebut that it was effectively given.

23 Special Conditions

- 23.1 The Parties acknowledge and agree that the Special Conditions form part of this Licence.
- 23.2 In the event that the Special Conditions are inconsistent with the terms of the Licence, then the Special Conditions shall prevail to the extent of such inconsistency.

24 Discretion of the Shire in its capacity as a Relevant Authority

- 24.1 Nothing in this Licence shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Shire in its capacity as a Relevant Authority with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of any alterations, additions or improvements on the Licensed Area in accordance with the terms of this Licence.

25 Miscellaneous**Approvals and consents**

- 25.1 Unless this Licence expressly provides otherwise, a Party may give or withhold an approval or consent in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

Licence Agreement to Use Community Facility

- 25.2 Where this Licence refers to a matter being to the 'satisfaction' of a Party, this means to the satisfaction of that Party in its absolute discretion.

Entire agreement

- 25.3 This Licence contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Licence was executed.

Further acts

- 25.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another Party from time to time may reasonably request in order to give effect to, perfect or complete this Licence and all transactions incidental to it.

Governing law and jurisdiction

- 25.5 This Licence is governed by the law of Western Australia. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

- 25.6 Except as otherwise set out in this Licence, any agreement, covenant, representation or warranty under this Licence by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

Severability

- 25.7 Each provision of this Licence is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Licence in the relevant jurisdiction, but the rest of this Licence will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Counterparts

- 25.8 This Licence may be executed in any number of counterparts each of which is an original and all of which constitute one and the same agreement.

Variation

- 25.9 No variation of this Licence will be of any force or effect unless it is in writing and signed by each Party to this Licence.

Waivers

- 25.10 A waiver of any right, power or remedy under this Licence must be in writing signed by the Party granting it. A waiver is only effective in relation to the particular

Licence Agreement to Use Community Facility

obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

- 25.11 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Licence does not amount to a waiver.

Licence Agreement to Use Community Facility

Execution and date

Executed as an agreement.

Date:

THE COMMON SEAL of)
The Shire of Ashburton)
 was hereunto affixed by resolution of the)
 Council in the presence of:)

 Signature of Chief Executive Officer

 Print Name of Chief Executive Officer

 Signature of Shire President

 Print Name of Shire President

[INSERT RELEVANT EXECUTION CLAUSE FOR LICENSEE]

Licence Agreement to Use Community Facility

Schedule 1 - Items**Item 1** **Community Facility**

[Insert the common name used to describe the Community Facility and physical street address]

[for example "Tom Price Bowling Club located at East Road, Tom Price, Ashburton"].

Item 2 **Land**

[Insert legal description of the Land]

[For example, Reserve [] comprised in Lot [] on Deposited Plan [] and being the land in Certificate of Title Volume [] Folio []]

Item 3 **Licensed Area**

That part of the Land having an area of approximately [] square metres as depicted and hatched in black on the plan attached to this Licence as Schedule 4.

Item 4 **Licence Fee**

The Licence Fee is [insert annual Licence Fee] per annum plus GST.

[NOTE: Please refer to the Council policy to set the initial Licence Fee payable]

Item 5 **Review Date**

On each date that the adopted fees for licensing of Shire assets (facilities, buildings and land) in Policy REC05 is reviewed during the Term of this Licence and any holding over period.

Item 6 **Commencement Date**

[Insert the Commencement Date]

Item 7 **Term**

[Insert the Term of this Licence]

Item 8 **End Date**

[Insert End date]

Item 9 **Authorised Use**

Licence Agreement to Use Community Facility

[Insert description of Authorised Use of the Licensed Area].

Licence Agreement to Use Community Facility

Schedule 2 – Special Conditions**Special Conditions are set out below****A Conditions Precedent**

[Refer to document called “Special Conditions for use in connection with Licence Agreements” and consider whether it is necessary to include any additional condition precedent for example the Licensee obtaining all necessary approvals to undertake any works from all Relevant Authorities, including the prior consent of the Shire.]

B Utilities and Services

The Licensee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between clause 6 of this Licence and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Licensee [Insert “100%” if separately metered or “fair proportion” if not separately metered]
Water	
Gas	
Electricity	
Telephones, including line charges	
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	
Cost of rubbish collection including emptying wheelie bins and 1100 bins	
Cost of annual food surveillance fee (if applicable)	
<i>[Insert any relevant other utilities and services]</i>	

Licence Agreement to Use Community Facility

C Other special conditions

[Consider whether to include any other clauses including, by way of example]:

- (a) options for Further Terms;
- (b) rights to use or maintain Common Use Facilities (such as toilets and kitchens);
- (c) liquor licence provisions,
- (d) additional insurance provisions;
- (e) any additional clauses that specifically relate to the grant of this Licence.]

Licence Agreement to Use Community Facility

Schedule 3 – Consent of the Minister of Lands**Consent of the Minister of Lands**

If applicable, the MINISTER FOR LANDS consents to this Licence pursuant to section 18 of the *Land Administration Act 1997* (WA).

Date:

Licence Agreement to Use Community Facility

Schedule 4 – Plan of Licensed Area

Plan of Licensed Area



Lease of Community Facility

Shire of Ashburton
[Insert name of Tenant]

[DRAFT DOCUMENT FOR DISCUSSION PURPOSES]

**[INSERT BRIEF DESCRIPTION OF COMMUNITY
FACILITY]**

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Parties

Shire of Ashburton, a body corporate pursuant to the Local Government Act 1995 of PO Box 567, Tom Price, Western Australia (**Shire**)

[Insert name and address of Tenant] (**Tenant**)

Background

- A The Shire owns or manages the Land which includes the Community Facility.
- B The Shire has agreed to grant to the Tenant a lease of the Leased Premises subject to the terms and conditions contained in this Lease.

Operative provisions

1 Definitions and interpretation

Definitions

- 1.1 In this Lease the following definitions apply:

Authorised Persons means:

- (a) an agent, employee, licensee, contractor or invitee of the Tenant;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition;
- (c) any person claiming under or through the Tenant.

Authorised Use is defined in Item 9 of Schedule 1.

Commencement Date is defined in Item 6 of Schedule 1.

Community Facility is defined in Item 1 of Schedule 1.

Council means the council of the Shire.

Default Interest Rate means 10% per annum above the above the Reserve Bank of Australia target cash rate from time to time.

End Date is defined in Item 8 of Schedule 1.

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat affecting the Land or the Leased Premises.

Lease of Community Facility

Event of Default means any of the events or occurrences set out in clause 21.1 of this Lease.

Final Expiry Date is defined in Item 12 of Schedule 1.

Further Term is defined in Item 11 of Schedule 1.

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply.

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

GST Law has the same meanings as in the GST Act.

Land is defined in Item 2 of Schedule 1 and where the context so requires includes the Community Facility.

Law means all statutes, rules, regulations, proclamations, ordinances, local laws, or by-laws present or future and includes applicable Australian Standards and Codes of Practice as varied from time to time.

Lease means this deed and the Schedules and, where applicable, any appendices, plans or other attachments to this deed as amended from time to time.

Leased Premises is defined in Item 3 of Schedule 1.

Rent is defined in Item 4 of Schedule 1.

Minister means Minister for Lands.

Occupiers mean any person (other than the Tenant) with a right to use any part of the Land from time to time.

Party or Parties means respectively a party or parties to this Lease.

Plant and Equipment means the plant and equipment used in connection with the provision of any utilities or services or the heating, cooling, lighting, power or plumbing for the Leased Premises.

Reinstatement Notice means a notice given by the Shire to the Tenant of the Shire's intention to carry out the Reinstatement Works.

Reinstatement Works means the work necessary to:

- (a) reinstate the Leased Premises; or
- (b) make the Leased Premises fit for occupation and use or accessible by the Tenant.

Relevant Authority means any government, statutory, public or other authority or body having jurisdiction over the Land or any matter or thing relating to the Land.

Lease of Community Facility

Renewal Date is defined in Item 10 of Schedule 1.

Requirements mean any requirements, notices, orders or directions of any Relevant Authority.

Review Dates is defined in Item 5 of Schedule 1.

Shire's Rights means the rights of the Shire as landlord under this Lease or implied by Law, including the benefit of the Tenant's Obligations.

Special Conditions means the special conditions set out in Schedule 2.

Tenant's Obligations means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Tenant.

Tenant's Rights means the Tenant's rights under this Lease or implied by Law.

Term is defined in Item 7 of Schedule 1.

Unfit for Occupation means that the Leased Premises or any part of the Leased Premises are so destroyed or damaged as to:

- (a) render the Leased Premises substantially unfit for occupation and use; or
- (b) interfere substantially with the Tenant's Rights.

Written Law has the same meaning given to that term in the *Interpretation Act 1984* (WA) as varied from time to time

Interpretation

- 1.2 In the interpretation of this Lease, the following provisions apply unless the context otherwise requires:
 - 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Lease.
 - 1.2.2 A reference in this Lease to a business day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Lease is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Lease to dollars or \$ means Australian dollars and all amounts payable under this Lease are payable in Australian dollars.
 - 1.2.5 A reference in this Lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

Lease of Community Facility

- 1.2.6 A reference in this Lease to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Lease.
- 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- 1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.
- 1.2.12 Any schedules and attachments form part of this Lease.

2 Grant of Lease

Lease of Leased Premises

- 2.1 In consideration of the Tenant agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Tenant's Obligations, the Shire, subject to the Minister's consent (where relevant), leases the Leased Premises and grants the Tenant's Rights to the Tenant for the Term commencing on the Commencement Date subject to the reservation of the Shire's Rights under this Lease.

Tenant responsible as if owner

- 2.2 The Tenant is subject to the same responsibilities relating to persons and property during the Term as if the Tenant were the owner of the Leased Premises.

Lease of Leased Premises only

- 2.3 This Lease shall relate only to the Leased Premises and the Shire shall at all times be entitled to use, occupy and deal with the remainder of the Land and the Community Facility without reference to the Tenant.

3 Conditions Precedent

Local Government Condition

Lease of Community Facility

- 3.1 This Lease is subject to and expressly conditional on the Shire complying with the procedures set out in section 3.58 of the *Local Government Act 1995* (WA) relating to disposal of property.

Land Administration Act

- 3.2 If the Land is subject to the provisions of *the Land Administration Act 1997* (WA) then this Lease is subject to and expressly conditional on the Minister granting his or her consent to this Lease.

Best Endeavours

- 3.3 The Parties covenant and agree that where relevant, the Parties will each use their best endeavours to satisfy the conditions precedent in clauses 3.1 and 3.2.

Costs

- 3.4 The Shire will bear all costs associated with satisfying the conditions precedent in clauses 3.1 and 3.2.

Refusal or granted subject to conditions

- 3.5 If any approval:
- 3.5.1 is refused; or
 - 3.5.2 granted subject to a condition that the Tenant in its reasonable opinion is unable to comply with, and the Tenant within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Lease;

then, this Lease, except this clause 3, ceases to have effect and no party has any claim against the other party.

4 Quiet enjoyment

- 4.1 If the Tenant pays the Rent and observes and performs the Tenant's Obligations, the Tenant shall quietly hold and enjoy the Leased Premises throughout the Term without any interruption by the Shire or any person claiming under the Shire, except to the extent that interruption, disturbance or interference arises because of the exercise of the Shire's Rights or is otherwise permitted by any provision of this Lease.

5 Rent

- 5.1 The Tenant must pay the annual Rent to the Shire on the Commencement Date and on each first day of July during the Term of this Lease without any deduction or set-off by way or direct payment to the Shire or as the Shire may direct.

- 5.2 The first payment of Rent must be paid to the Shire on the Commencement Date and will be calculated on a pro-rata basis so that the Tenant pays Rent for the period from the Commencement Date to the first 30 June during the Term of this Lease.

6 Rent Review

- 6.1 On a Review Date the Rent shall be reviewed in accordance with the provisions of clauses 6.2 to 6.5 (inclusive).

Rent Review

- 6.2 With effect from each Review Date, the Shire shall review the Rent so that it is an amount determined or calculated in accordance with the then current Shire of Ashburton adopted annual fees for leasing of Shire assets (facilities, buildings and land) and in line with Policy REC05 which have been passed by resolution of Council.
- 6.3 The Shire shall give the Tenant a notice setting the Rent in accordance with clause 6.2 however the failure of the Shire to give such a notice before the Review Date does not preclude the Shire from giving such a notice in respect of that Review Date at any later time.

Payment of Reviewed Rent

- 6.4 The Tenant will be liable to pay the reviewed annual Rent from the relevant Review Date whether or not the Shire has notified the Tenant of the amount to which the annual Rent has been varied.
- 6.5 If the Shire has not given notice of the reviewed annual Rent to the Tenant and the Tenant continues to pay Rent at the rate of the current annual Rent until the Shire notifies the Tenant of the reviewed annual Rent, the Tenant will not be in default for non-payment of Rent provided that when the Shire notifies the Tenant of the amount of the reviewed annual Rent, any necessary adjustment is made within 10 business days of service of the rent review notice.

7 Tenant's Covenants

Improvements and Additions

- 7.1 The Tenant must not erect, construct, build, install or bring any buildings or structures of a permanent nature on the Leased Premises or make any other alterations, additions or improvements on the Leased Premises except in accordance with clause 15 of this Lease.
- 7.2 Unless otherwise agreed in writing, every building and fitting, fixture or structure erected, fixed or placed upon the Leased Premises shall become the absolute property of the Shire and shall not be removed from the Leased Premises or moved to any other part of the Land except with the prior written consent of the Shire.

General Maintenance**7.3 The Tenant must:**

- 7.3.1 maintain the Leased Premises in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
- 7.3.2 promptly repair any damage to the Leased Premises for which the Tenant is responsible to the satisfaction of the Shire;
- 7.3.3 keep the Leased Premises clean and free from rubbish;
- 7.3.4 not do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- 7.3.5 not without the Shire's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- 7.3.6 not without the Shire's prior written consent interfere with the drainage or water supply facilities (if any) serving the Leased Premises or any equipment connected to such facility;
- 7.3.7 not without the Shire's prior consent, erect or place on or in the Leased Premises any radio or television aerial or antenna.

Breakages and damage

- 7.4 The Tenant must pay for the repair of all glass breakages and breakage or damage to all doors, windows, light fittings and power points of the Leased Premises.

Floor coverings

- 7.5 The Tenant must keep all floor coverings in the Leased Premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required to do so by the Shire.

Painting

- 7.6 The Tenant must paint and decorate those parts of the interior of the Leased Premises which have previously been painted and decorated when those parts reasonably require repainting and redecorating, to a specification as approved by the Shire.

Damage or loss

Lease of Community Facility

- 7.7 The Tenant must make good any damage or loss to the Land or Community Facility caused by improper careless or abnormal use by the Tenant or Authorised Persons, to the Shire's reasonable requirements.

Care of grounds

- 7.8 The Tenant must keep all roads, driveways and access ways (if any) on the Land free of rubbish and debris and ensure that they are not obstructed.
- 7.9 The Tenant must where included within the Leased Premises:
- 7.9.1 keep and maintain all roads, driveways, access ways and fences (if any) on the Leased Premises in good order and repair.
 - 7.9.2 keep any grounds, yards and surfaced areas in a tidy condition and maintain any garden and lawn areas in a tidy and cared for condition.
 - 7.9.3 keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

Report to the Shire

- 7.10 The Tenant shall report promptly to the Shire in writing:
- 7.10.1 all damage or defects in the Leased Premises of which the Tenant is or ought to be aware; and
 - 7.10.2 any circumstances likely to be a danger or cause any damage or danger to the Leased Premises and the Tenant's fixtures or any person in or on the Leased Premises and the Tenant's fixtures of which the Tenant is aware.
- 7.11 The Tenant must also report all damage, defects or maintenance requests or suggestions to the Shire by submitting an electronic corrective action request via the Shire's website ([http://www.ashburton.wa.gov.au/the-shire/see-it-report it](http://www.ashburton.wa.gov.au/the-shire/see-it-report-it)).

Nuisance

- 7.12 The Tenant must take all reasonable precautions against the outbreak of fire on the Leased Premises and to make firebreaks upon the Leased Premises and at the locations and to the specifications required by the Shire and to permit the entry of the Shire its officers and servants or agents on to the Leased Premises for the purpose of abating any fire on or in the vicinity of the Leased Premises.
- 7.13 The Tenant shall not do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Shire or other persons authorised by the Shire to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

Unlawful Activities

Lease of Community Facility

- 7.14 The Tenant must not do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Shire or the Occupiers or the owners or occupiers of any nearby properties.

Rubbish

- 7.15 The Tenant must not:
- 7.15.1 place any rubbish on or in any part of the Leased Premises except in a suitable receptacle; or
 - 7.15.2 burn any rubbish in or on the Leased Premises.

Floor Overloading

- 7.16 The Tenant must not do any act or thing which might result in overloading any part of the floor of the Leased Premises.

Goods and Chemicals

- 7.17 The Tenant must not:
- 7.17.1 except for reasonable quantities for normal applications in connection with the Authorised Use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in or on the Leased Premises; and
 - 7.17.2 store goods on or in the Leased Premises other than those necessary for the Authorised Use.
- 7.18 On request, the Tenant must supply the Shire with material safety data sheets for any chemicals or inflammable substance which the Tenant is permitted to bring onto, store or use in or on the Leased Premises under clause 7.17.1 of this Lease.

Signs, advertisements or notices

- 7.19 The Tenant must not display from or affix to the Leased Premises any signs, advertisements or notices visible from outside the Leased Premises without the prior consent of the Shire which the Shire may not unreasonably withhold in the case of a notice:
- 7.19.1 stating the Tenant's name; and
 - 7.19.2 affixed in a place immediately adjacent to the Leased Premises.
- 7.20 If approved, the signage, advertisement or notice must be secured in a substantial and proper manner so as not to cause any damage to the Community Facility or any person and the Tenant must at the end or earlier termination of the Term remove the signage, advertisement or notice and make good any damage.

Inspection by the Shire

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- 7.21 The Tenant must permit the Shire to inspect the Leased Premises at all reasonable times.

Security of Leased Premises

- 7.22 The Tenant must:
- 7.22.1 securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied; and
 - 7.22.2 if required by the Shire, install in and operate on the Leased Premises a security alarm system approved by the Shire.
- 7.23 The Shire may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Shire responsible in any way for the security of the Leased Premises.

Keys to Leased Premises

- 7.24 The Tenant acknowledges that a maximum of 3 keys will be provided to the Tenant to obtain access to the Leased Premises. The Tenant must not reproduce any additional key without the Shire's written approval.
- 7.25 The Tenant must pay to the Shire on demand a bond of \$100 for each access key provided by the Shire.
- 7.26 If the keys are lost, stolen or damaged, the Tenant must pay the cost of replacement of keys and locks to the Leased Area and if the locks are changed, the Tenant must provide a copy of the new key to the Shire.
- 7.27 The Tenant must return to the Shire all keys to the Leased Premises at the end or earlier termination of this Lease.

Public Events

- 7.28 The Tenant must not hold any public event at the Leased Premises except with the prior written consent of the Shire and the Minister (where relevant).

Annual General Meeting

- 7.29 On the Commencement Date and on each 1 July during the Term of this Lease, if the Tenant is a community or sports organisation, the Tenant must provide the Shire with a copy of the minutes of each Annual General Meeting, an end of year financial statement report and provide updated contact details for each of the persons holding the positions of President, Vice President, Secretary and Treasurer in the community or sports organisation.

Toilets

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- 7.30 The toilets, sinks and drains shall be used for their designed purposes only and the Tenant must keep them clear and unobstructed and ensure no substance is deposited into them which could damage or block them.
- 7.31 If toilets are comprised within the Leased Premises, the Tenant must ensure that the toilet facility is kept clean and appropriate toiletries and sanitary bins are provided and regularly emptied.

8 Use of the Leased Premises

Purpose

- 8.1 The Tenant must not:
- 8.1.1 use any part of the Leased Premises for any purpose other than the Authorised Use or for any purpose which the Leased Premises was not designed or designated; and
 - 8.1.2 use any utilities or services, item of Plant and Equipment, the Tenant's fixtures or the Shire's fixtures for a purpose for which they were not designed or designated.
- 8.2 For the avoidance of any doubt, no caretakers are permitted to live in or on the Leased Premises.

No warranty as to use

- 8.3 The Shire gives no warranty that the Leased Premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the Leased Premises by the Tenant will comply with all Laws or other requirements of any Relevant Authority.

Licenses and Limitations

- 8.4 The Tenant accepts the Leased Premises for the Term with full knowledge of and subject to any existing Encumbrance, prohibition, condition or restriction on the use of the Leased Premises.
- 8.5 If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Tenant shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.
- 8.6 The Tenant shall not conduct any business in or from the Leased Premises at any time prohibited by any Law.

9 Tenant to pay for utilities and services

Utilities and services separately assessed

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- 9.1 The Tenant must pay to the Shire within 30 days of issue of a tax invoice or, if demand is made by a service provider, the service provider all charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges which are separately charged or assessed in respect of the Leased Premises or the Tenant.

Utilities and services not separately assessed

- 9.2 Where any charges for water, gas, electricity, telephones and other utilities or services, including line charges and the cost of installation of any meter, wiring or other device necessitated by the use of a utility and service or rubbish collection charges are not separately charged or assessed in respect of the Leased Premises or the Tenant then, the Tenant must pay to the Shire within 30 days of issue of a tax invoice such fair proportion of those utilities and services as determined by the Shire (acting reasonably).

10 Comply with Laws

- 10.1 The Tenant must promptly observe and comply in all respects with all Laws, Requirements and rules relating to the Land and the Community Facility and the Tenant's use of it.

11 Risk

- 11.1 The Tenant agrees to occupy and use the Leased Premises at the Tenant's sole risk.

12 Insurance**Public Risk insurance**

- 12.1 The Tenant must during the Term, effect and maintain adequate public risk insurance cover applicable to the Tenant's use of the Leased Premises for at least \$10,000,000 (being the amount which may be paid out arising from any single accident or event) or any increased amount that the Shire may from time to time require.
- 12.2 The Tenant must supply the Shire with a certificate of currency from the insurer on request.

Tenant's Obligation to effect other insurances

- 12.3 In addition to public risk insurance, the Shire may at any time require the Tenant by notice in writing to effect and maintain other policies of insurance relating to the Leased Premises and the Tenant's fixtures or contents or otherwise as reasonably required by the Shire from time to time, including policies of insurance for:

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- 12.3.1 the full insurable value on a replacement or reinstatement basis of the Tenant's fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
 - 12.3.2 employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in or about the Leased Premises;
 - 12.3.3 the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
 - 12.3.4 any other matter or thing which the Shire reasonably requires by notice to the Tenant.
- 12.4 If the Shire has issued a written notice to the Tenant to effect other insurance under clause 12.3, the Tenant must:
- 12.4.1 supply to the Shire the current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
 - 12.4.2 not without the Shire's prior consent, alter the terms or conditions of any policy; and
 - 12.4.3 ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Shire.

Tenant not to invalidate insurance

- 12.5 The Tenant must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises and the Tenant's fixtures becoming void or voidable or which might increase the premium on any policy.

13 Limit of Shire's liability**No warranties or representations**

- 13.1 The Tenant acknowledges and agrees that:
- 13.1.1 all the Tenant's fixtures and other Tenant's property in or on the Leased Premises shall be at the sole risk of the Tenant during the Term and the Shire shall not be liable for any claim, loss or damage that the Tenant may suffer as a result of:

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- (i) any fault in the construction or state of repair of the Leased Premises, the Tenant's fixtures or the Shire's fixtures;
 - (ii) any defect in any of the Plant and Equipment;
 - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- 13.1.2 the Tenant has not relied on any representation or warranty of the Shire in entering into this Lease and, for this purpose, the Tenant acknowledges that:
- (i) the Tenant has relied on the Tenant's own skill and judgment and has made the Tenant's own enquiries in determining the suitability of the Leased Premises for the Authorised Use; and
 - (ii) the Tenant's occupation of the Leased Premises is conclusive evidence of the Tenant's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

Shire Not Liable

- 13.2 The Shire is not liable to the Tenant and the Tenant will not make a claim against the Shire in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of services, theft or other event of a similar nature in or affecting or the Leased Premises.

Tenant acts at own risk

- 13.3 Unless this Lease provides otherwise, whenever the Tenant is obligated or required by this Lease to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Tenant.

14 Indemnity and release**General indemnity**

- 14.1 The Tenant indemnifies, and shall keep indemnified the Shire and the Minister against all actions, losses, claims, damages, proceedings, suits, demands, costs and expenses for which the Shire or the Minister become liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:
- 14.1.1 which are caused or contributed to by the use or occupancy of the Leased Premises by the Tenant or Authorised Persons;

- 14.1.2 resulting from an act or omission of the Tenant; or
- 14.1.3 resulting from a notice, claim or demand against the Tenant to do or refrain from doing anything except to the extent that the Shire is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

Nature of indemnity

- 14.2 The obligation of the Tenant to indemnify the Shire and the Minister under this Lease or at law is not affected by the obligation of the Tenant to effect insurance and all indemnities shall survive the termination of this Lease.

15 Alterations by the Tenant

- 15.1 The Tenant must obtain the Shire's prior written approval (as distinct from any consent that the Tenant may require from the Shire as Relevant Authority) if the Tenant wishes to carry out any work not provided for in any plans previously approved by the Shire.
- 15.2 The Shire may in its absolute discretion decline consent, or may require a variation of this Lease or require a new Lease be entered into at the cost of the Tenant to record any such alteration.
- 15.3 For the avoidance of any doubt, the Tenant must obtain and comply with all necessary consents and will be responsible for all costs in carrying out any approved alterations and must comply with the Shire's reasonable directions in carrying out any work.

16 Assignment

No assignment without consent

- 16.1 The Tenant must not transfer or assign, mortgage, or charge the leasehold estate in the Leased Premises or sub-Lease its rights under this Lease or part with possession or dispose of the Leased Premises or any part of the Leased Premises except with the prior written consent of the Shire and the Minister (where relevant), which may be withheld at the absolute discretion of the Shire and the Minister.

Property Law Act excluded

- 16.2 Sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded.

Changes in beneficial ownership of shares

- 16.3 If the Tenant is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any

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holding company of that company will be deemed to be an assignment of the Tenant's leasehold estate.

Directors or shareholders may be required to provide guarantee

- 16.4 If the proposed assignee or subtenant is a company, the directors or substantial shareholders of the company at the option of the Shire must guarantee to the Shire the observance and performance of all of the Tenant's Obligations including payment of the Rent and other money payable under this Lease.

Covenants of assignee supplementary

- 16.5 The covenants and agreements on the part of any assignee will be supplementary to the Tenant's Obligations and will not in any way relieve or be deemed to relieve the Tenant from the Tenant's Obligations.

Compliance with Acts

- 16.6 The Shire and the Tenant acknowledge that if in granting its consent to any assignment or sublease the Shire has to first comply with or satisfy any obligations or requirements under any Written Law, including section 3.58 of the *Local Government Act 1995* (WA), then the Shire's consent is made expressly conditional upon and subject to satisfaction of the obligations or requirements under any Written Law.
- 16.7 If the Land is subject to the provisions of the *Land Administration Act 1997* (WA) then, in addition to the consent of the Shire under clause 16.1, the consent of the Minister must be obtained for any assignment, subletting, mortgage or charge of the leasehold estate in the Leased Premises.

17 Costs

Costs

- 17.1 The Tenant must pay or reimburse the Shire on demand for all the Shire's reasonable costs and expenses (including the Shire's legal and consultancy costs and expenses) in relation to:
- 17.1.1 the preparation, execution, negotiation, and stamping of this Lease;
 - 17.1.2 the exercise or enforcement by the Shire of any right under this Lease;
 - 17.1.3 any act or omission by the Tenant causing cost or expense to the Shire;
 - 17.1.4 obtaining or giving any consent or approval under this Lease, or a variation or surrender of this Lease.

Duty and other costs

- 17.2 The Tenant must pay or reimburse the Shire on demand for all duty, taxes, levies, charges and fees, and fines and penalties in respect of any of them, which may be payable in connection with this Lease.

Interest on other moneys

- 17.3 If any monies payable by the Tenant remain unpaid for 30 days after their due date then the Tenant shall pay to the Shire interest on those payments at the Default Interest Rate calculated from their due date to the date of payment and such interest shall be compounded monthly.

18 GST

- 18.1 The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Shire and the Tenant agree that the Shire shall be entitled to charge an additional amount if the Shire becomes subject to GST as a result of the grant of this Lease or any supply to the Tenant under or in connection with this Lease, and the following provisions shall apply.
- 18.2 The Tenant must do everything reasonably requested by the Shire to ensure this Lease is treated as taxable for the purposes of the GST, the Tenant must pay the GST to the Shire at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST.
- 18.3 The Tenant must pay to the Shire on demand any GST charged on goods and services acquired or payable or paid by the Shire in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any utilities and services and the Rent;
- 18.4 Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

19 Shire's covenants

Shire's responsibility for repairs and maintenance

- 19.1 The Shire must keep and maintain the building, all building services and the Shire's improvements on the Land in good order and condition but the Shire shall not be liable or responsible for any:
- 19.1.1 repair or maintenance of any alterations carried out by the Licensee in accordance with clause 15;
 - 19.1.2 repair or maintenance which the Tenant is responsible for under the terms of this Lease; or
 - 19.1.3 repair or maintenance that is not reasonably necessary for the Tenant's use of the Leased Premises as determined by the Shire (acting reasonably).

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- 19.2 Unless otherwise provided in this Lease, the Shire is responsible for organising and paying for annual pest control inspections, servicing of fire extinguishers, exit lights, security lights, fire hydrants, air conditioners (not owned by the Tenant) and recertification of fall arrest systems located in the Community Facility.

Shire's Right of Access

- 19.3 The Shire and the Shire's employees and contractors may at all reasonable times (and at any time in the case of an emergency) enter the Leased Premises with all necessary equipment to carry out repairs, maintenance or improvements to the Leased Premises (or adjacent areas), including:
- 19.3.1 carrying out any repairs or maintenance to the building or building services on the Land that is not the Tenant's responsibility under the terms of this Lease;
 - 19.3.2 construct new structures on the Leased Premises;
 - 19.3.3 alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Leased Premises;
 - 19.3.4 carry out any other works that the Shire considers necessary.

Shire's right to remedy default

- 19.4 The Shire may, if the Tenant is in default of any repair notice given by the Shire under this Lease or, if any repairs that the Tenant is responsible for under this Lease are required to be undertaken as a matter of urgency then, without prejudice to the Shire's rights under this Lease, the Shire and the Shire's employees and contractors with all necessary equipment at all reasonable times may enter the Leased Premises to carry out such works and the costs of carrying out such works shall be payable by the Tenant to the Shire on demand.

Shire's right to deal with Land

- 19.5 The Shire may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises or dedicate, transfer or otherwise deal with any part of the Land or the Leased Premises in favour of another person for any reason whatsoever except that the Shire shall not without the Tenant's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Tenant's Rights by the Tenant.

No undue interference

- 19.6 In exercising the Shire's rights in clause 19.3 to clause 19.5 (inclusive), the Shire must use its reasonable endeavours not to cause any undue interference with the Authorised Use but in no event will the Shire be responsible for any compensation or liable for any loss suffered by the Tenant.

20 Redevelopment

- 20.1 If the Shire wishes to redevelop the Leased Premises or the Community Facility and such redevelopment is likely to involve the destruction of any part of the Leased Premises or to interfere with access to or use of the Leased Premises then:
- 20.1.1 the Shire may terminate this Lease by giving the Tenant not less than 6 months' notice at any time;
 - 20.1.2 on the expiration of such notice this Lease will cease and determine without affecting the rights of the Shire in respect of any previous breach by the Tenant of the Tenant's Obligations;
 - 20.1.3 the Tenant must on the expiration of such notice vacate and yield up the Leased Premises in accordance with the Tenant's Obligations;
 - 20.1.4 the Shire shall not be responsible for any compensation, or liable for any loss or damage suffered by the Tenant as a result of the termination.

21 Events of Default

- 21.1 An Event of Default occurs:
- 21.1.1 if the Rent is at any time unpaid for 30 days after becoming due whether formally demanded or not;
 - 21.1.2 if the Tenant fails to comply with any of its other obligations under this Lease and that failure is not, in the reasonable opinion of the Shire, remediable;
 - 21.1.3 if the failure described in clause 21.1.2 is remediable, and the Tenant does not remedy the failure within 30 days, or a longer period reasonably determined by the Shire after receipt by the Tenant of a notice from the Shire specifying the failure;
 - 21.1.4 in the event of insolvency, receivership, bankruptcy or liquidation of the Tenant;
 - 21.1.5 if the Tenant makes or enters into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.

22 Shire's powers on default

Shire's right of possession

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- 22.1 On the occurrence of an Event of Default, the Shire may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

No re-entry on certain events

- 22.2 None of the following events constitutes a re-entry or forfeiture or waiver of the Shire's rights to recover in full all Rent, outgoings and other money payable by the Tenant under the Lease:

- 22.2.1 acceptance of the keys or other access devices for the Leased Premises;
- 22.2.2 entry to the Leased Premises by the Shire for the purpose of inspection or for the purpose of showing the Leased Premises to prospective Tenants or to remedy an Event of Default; or
- 22.2.3 advertising the Leased Premises for re-letting.

No prejudice of Shire's rights

- 22.3 Any re-possession or attempted re-possession of the Leased Premises by the Shire or any demand for or acceptance of any of the Rent, outgoings or other money payable under this Lease will not:

- 22.3.1 prejudice or affect the Shire's rights under this Lease;
- 22.3.2 release the Tenant from performing the Tenant's Obligations; or
- 22.3.3 be deemed an election by the Shire as to the exercise of the Shire's rights under this Lease or at law.

Exercise of rights by Shire

- 22.4 The Shire may exercise the Shire's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Tenant's Obligations, and without giving notice except in accordance with this Lease or as required by Law, and without having to prove default by the Tenant or the continuance of that default.

23 Essential terms**Breach of Essential Terms**

- 23.1 If the Tenant's conduct constitutes a breach of an essential term of this Lease and the Shire elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Tenant shall compensate the Shire for all loss or damage suffered by reason of or arising from the repudiation.
- 23.2 Clauses 5 ("Rent"), 6 ("Rent Review"), 8 ("Use of Leased Premises"), 7.3 ("Covenant to Repair and Maintain"), 12 ("Insurance"), 16 ("Assignment") of this Lease are

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deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

Damage for Breach of Essential Terms

- 23.3 Any loss or damage for the unexpired residue of the Term suffered by the Shire as a result of the Tenant's breach of an essential term may be recovered as damages at any time.

Shire's Entitlement to Damages

- 23.4 The Shire's entitlement to recover damages from the Tenant or any other person will not be limited or affected by any of the following:
- 23.4.1 if the Tenant abandons or vacates the Leased Premises;
 - 23.4.2 if the Shire elects to re-enter the Leased Premises or terminate this Lease;
 - 23.4.3 if the Shire accepts the Tenant's repudiation; or
 - 23.4.4 if the Parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

Calculation of Damages

- 23.5 Following repudiation by the Tenant if the Shire terminates this Lease then, without prejudice to any other right or remedy, the Shire may recover the difference between the aggregate of the Rent, the reasonable estimate of the outgoings and other money payable by the Tenant for the unexpired residue of the Term less any amount the Shire obtains by re-letting the Leased Premises.

24 Termination

Yield up Leased Premises

- 24.1 At the end or earlier termination of this Lease, the Tenant must surrender and yield up the Leased Premises to the Shire in a condition consistent with the compliance of the Tenant's Obligations during the Term and deliver to the Shire all keys, access cards and other security devices for the Leased Premises.

Removal of Tenant's fixtures, fittings and chattels

- 24.2 At the end or earlier termination of this Lease, the Tenant must remove all the Tenant's chattels and, if required by the Shire, any fixture, fitting or structure erected by the Tenant during the Term, and make good at the Tenant's cost any resulting damage and if not removed within 5 business days or a longer period as reasonably determined by the Shire after the date of termination, ownership of those chattels, fixtures, fittings and structures may at the Shire's election pass to the Shire or the Shire may in a proper and workmanlike manner remove them from the Leased Premises and either store them or forward them to a refuse collection centre.

- 24.3 The cost of making good the resulting damage and the cost of removal, storage and disposal shall be recoverable from the Tenant as a debt due on demand and the Shire shall not be responsible for any compensation or liable for any loss suffered by the Tenant.

Survival

- 24.4 The covenants contained in this Lease which expressly or impliedly survive termination shall remain in full force and effect after the termination of this Lease without limit in time and shall not be or be deemed to be waived, merged or extinguished upon such termination.

25 Disputes

Mediation

- 25.1 If a dispute arises in relation to this Lease, either Party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by the Parties.
- 25.2 If the Parties do not agree on a mediator within 7 days after the notice is given, either Party is entitled to ask the Australian Commercial Disputes Centre (**ACDC**) or such other body that has similar powers at the time of the dispute to appoint the mediator.
- 25.3 The mediation is to be conducted in accordance with the procedure set out in the ACDC Commercial Mediation Agreement or, if at the relevant time there is no such agreement or an agreement substituted for it, in accordance with the procedure determined by the mediator in consultation with the Parties. Each of the Parties must co-operate fully with the mediator.
- 25.4 The Parties must each pay an equal share of the fees and expenses to which the mediator is entitled.

Arbitration

- 25.5 If the dispute has not been resolved by mediation under clause 25.3 within 2 months of a party requiring mediation, either Party may give the other Party a notice requiring that a dispute be resolved by arbitration under the *Commercial Arbitration Act 2012* (WA) by an arbitrator appointed jointly by the Parties.
- 25.6 If the Parties do not agree on an arbitrator within 7 days after the notice of arbitration is given, either Party is entitled to ask the ACDC or such other body that has similar powers at the time of the dispute to appoint the arbitrator.
- 25.7 The arbitration must be conducted in accordance with the *Commercial Arbitration Act 2012* (WA). Each of the Parties must co-operate fully with the arbitrator.
- 25.8 Either Party is entitled to appeal to the Court of competent jurisdiction on any question of law arising out of an award.

Right to seek injunctions

- 25.9 For the avoidance of any doubt, nothing in this clause 25 shall be construed as limiting the rights of either Party to seek urgent injunctive orders from a Court of competent jurisdiction to restrain the other Party from an ongoing or repetitive breach of this Lease where an order for damages would not be an adequate remedy.

26 Option to renew for Further Term**26.1 If:**

- 26.1.1 the Shire has granted the Tenant an option to renew this Lease for a Further Term;
- 26.1.2 no earlier than 6 months and no later than 3 months before the end of this Lease the Tenant gives notice to the Shire to exercise its right to the Further Term; and
- 26.1.3 the Shire is satisfied that:
- (i) there is no Rent or other money payable under this Lease which is due but unpaid;
 - (ii) there is no unremedied breach of the Tenant's Obligations and covenants; and
 - (iii) there have been no breaches of any of the essential terms in this Lease during the Term,

then, the Shire must grant to the Tenant a new lease of the Leased Premises for the Further Term from the Renewal Date at the Rent as varied pursuant to this Lease and otherwise on the same terms and conditions of this Lease except that the Term of this Lease plus all further terms shall expire on or before the Final Expiry Date.

27 Damage to or destruction of Leased Premises**Abatement**

- 27.1 If the Leased Premises are damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

- 27.1.1 unfit for occupation and use by the Tenant; or
- 27.1.2 inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

then, from the date that the Tenant notifies the Tenant of the damage or destruction ("**Damage Notice**"):

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27.1.3 the Rent;

27.1.4 any other money payable by the Tenant under this Lease; and

27.1.5 the covenant to repair and maintain;

will subject to clauses 27.2 and 27.3, according to the nature and extent of the damage or destruction sustained, and the extent to which such destruction interferes with the continued operation of the Tenant's business, abate in whole or in part as agreed by the Tenant and the Tenant or in the absence of agreement as determined pursuant to clause 27.3.

27.2 If clause 27.1 applies, then subject to clause 27.3 the remedies for:

27.2.1 recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or

27.2.2 enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises are:

27.2.3 restored;

27.2.4 made fit for the Tenant's occupation and use; and

27.2.5 made accessible.

27.3 If the parties cannot agree on the proportion of the abatement pursuant to clause 27.1 or the date upon which the abatement should cease pursuant to clause 27.2:

27.3.1 that proportion of the abatement and / or the date upon which the abatement should cease shall be determined by a Valuer appointed by the president of the Australian Property Institute (WA Division);

27.3.2 the costs of a Valuer appointed under clause 27.3.1 shall be borne equally by the Tenant and the Tenant; and

27.3.3 until any dispute over the proportion of the abatement or the date upon which the abatement should cease has been determined the Tenant will continue to pay all money due pursuant to this Lease less any abatement that the Tenant accepts should be applied.

Either party may terminate

27.4 If clause 27.1 applies, either party may terminate this Lease by notice to the other unless the Tenant:

27.4.1 within ninety (90) calendar days of receiving the Damage Notice, gives the Tenant a Reinstatement Notice; and

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- 27.4.2 diligently proceeds within a reasonable time to carry out the Reinstatement Works.

Tenant may terminate

- 27.5 If the Tenant gives a Reinstatement Notice to the Tenant and fails to commence the Reinstatement Works within a reasonable time, the Tenant may terminate this Lease by giving not less than thirty (30) days' notice to the Tenant and, at the expiration of that period, this Lease will terminate.

Exceptions

- 27.6 Clauses 27.1 to 27.5 (inclusive) will not apply where:
- 27.6.1 the damage or destruction was caused or contributed to, or arises from any wilful act of the Tenant or an Authorised Person; or
 - 27.6.2 an insurer under any policy effected by the Tenant under this Lease refuses indemnity or reduces the sum payable under the policy because of any act, omission or default of the Tenant or an Authorised Person.

Tenant to terminate

- 27.7 If the Tenant considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Tenant may terminate this Lease by giving not less than 30 days' notice to the Tenant and, at the expiration of that notice, this Lease will terminate.

Antecedent breaches

- 27.8 No liability will attach to either party because of termination of this Lease under this clause 27 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

Dispute Resolution

- 27.9 Each Valuer appointed under clause 27.3 shall:
- 27.9.1 act as an expert and not as an arbitrator; and
 - 27.9.2 provide his or her determination and the reasons for his or her determination of the extent of an abatement and the period of abatement, in writing within 10 business days of his or her appointment.
- 27.10 Upon determination of the extent of an abatement and the period of abatement being finally determined then on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease:
- 27.10.1 the Tenant shall pay the Tenant; or
 - 27.10.2 the Tenant shall refund to the Tenant,

Lease of Community Facility

as the case requires, the difference between what the Tenant has actually paid pursuant to this Lease from the date of service of the Damage Notice and what the Tenant is determined to have actually been liable to pay after the abatement.

Tenant not obliged to reinstate

- 27.11 Nothing in this Lease obliges the Tenant to reinstate the Leased Premises or the means of access to them.

Proceeds of insurance

- 27.12 If the Leased Premises are damaged or destroyed and this Lease is terminated under this clause 27, the Tenant will have no interest in the insurance proceeds.

28 Resumption of Leased Premises

- 28.1 If the Land or any part of the Leased Premises is resumed by any Relevant Authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Tenant, this Lease may be terminated without compensation or other liability by either the Shire or the Tenant by 30 days' notice to the other Party but without affecting the rights of either Party against the other in respect of any previous breaches of the provisions of this Lease.

29 Holding Over

- 29.1 If the Tenant continues to use the Leased Premises after the expiry of the Term with the consent of the Shire the Tenant will be a monthly Tenant of the Shire on the following basis:
- 29.1.1 the Tenant must pay to the Shire the same rent as the then Rent payable by the Tenant immediately prior to expiry of the Term;
 - 29.1.2 the Rent will continue to be reviewed on each Review Date in the same manner as set out in clause 6 of this Lease;
 - 29.1.3 Tenant's right to remain in possession of the Leased Premises is subject to the continued performance of the Tenant's Obligations; and
 - 29.1.4 the monthly tenancy created by this clause may be terminated by either Party giving 1 months' notice of termination to the other Party at any time.

30 Notices

Giving notices

- 30.1 Any notice or communication given to a Party under this Lease is only given if it is in writing and sent in one of the following ways:

Lease of Community Facility

- 30.1.1 Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
- 30.1.2 Faxed to that Party at its fax number and marked for the attention of the relevant department or officer (if any) set out below.

The Shire

Name: Shire of Ashburton
 Address: Lot 246, Poinciana Street
 Tom Price, WA 6751
 Fax number: (08) 9189 2252
 Attention: **[Insert position of person to receive notices, for example, Facilities Manager]**

The Tenant

Name: [Insert name of Tenant]
 Address: [Postal address]
 Fax number: [Fax number]
 Attention: [Name]

Change of address or fax number

- 30.2 If a Party gives the other Party 3 business days' notice of a change of its address or fax number, any notice or communication is only given by that other Party if it is delivered, posted or faxed to the latest address or fax number.

Time notice is given

- 30.3 Any notice or communication is to be treated as given at the following time:
- 30.3.1 If it is delivered, when it is left at the relevant address.
- 30.3.2 If it is sent by post, 2 business days after it is posted.
- 30.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 30.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the Party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

Copies of notices etc

- 30.5 If a Party is required by any term of this Lease to give a copy of any notice or communication to a person the failure to give the copy of it to the person may not be raised to rebut that it was effectively given.

31 Caveats and registration of Lease

Registration

- 31.1 The Tenant may register this Lease but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Tenant under this Lease and the Tenant must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Tenant over the Leased Premises on the termination of this Lease.
- 31.2 In consideration of the Shire leasing the Leased Premises to the Tenant, the Tenant irrevocably appoints the Shire and every officer of the Shire as defined by the *Corporations Act 2001* (Cth) to be the Tenant's attorney, in the name and on behalf of the Tenant, and as the act and deed of the Tenant to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Tenant and not surrendered or withdrawn on the termination of the Lease, and the Tenant:
- 31.2.1 undertakes to ratify all that the attorney does or causes to be done under or by virtue of this clause; and
- 31.2.2 indemnifies the Shire in respect of any loss arising from any act done under or by virtue of this clause, and the Shire's costs and expenses of and incidental to the surrendering of this Lease and withdrawing of any caveat lodged by or on behalf of the Tenant affecting the Leased Premises.

Tenant must withdraw Caveat and any registered Encumbrances

- 31.3 The Tenant on or before the end or earlier termination of this Lease must:
- 31.3.1 withdraw any caveat lodged by the Tenant over the Leased Premises;
- 31.3.2 discharge any mortgage or other registered Encumbrance relating to any liability of the Tenant registered over the Leased Premises;
- 31.3.3 surrender any registered lease over the Leased Premises;
- 31.3.4 execute a withdrawal of caveat in a form approved or any other document that may be required to remove any Encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises; and
- 31.3.5 if requested by the Shire, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.
- 31.4 The Tenant indemnifies, and shall keep indemnified, the Shire against all loss or damage suffered by the Shire as a result of the Tenant's failure to comply with section 31.2.1 on or before termination of this Lease.

32 Special Conditions

- 32.1 The Parties acknowledge and agree that the Special Conditions form part of this Lease.
- 32.2 In the event that the Special Conditions are inconsistent with the terms of the Lease, then the Special Conditions shall prevail to the extent of such inconsistency.

33 Discretion of the Shire in its capacity as a Relevant Authority

- 33.1 Nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Shire in its capacity as a Relevant Authority with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of any alterations, additions or improvements on the Leased Premises in accordance with the terms of this Lease.

34 Miscellaneous**Approvals and consents**

- 34.1 Unless this Lease expressly provides otherwise, a Party may give or withhold an approval or consent in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.
- 34.2 Where this Lease refers to a matter being to the 'satisfaction' of a Party, this means to the satisfaction of that Party in its absolute discretion.

Entire agreement

- 34.3 This Lease contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Lease was executed.

Further acts

- 34.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another Party from time to time may reasonably request in order to give effect to, perfect or complete this Lease and all transactions incidental to it.

Governing law and jurisdiction

- 34.5 This Lease is governed by the law of Western Australia. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

- 34.6 Except as otherwise set out in this Lease, any agreement, covenant, representation or warranty under this Lease by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

Severability

- 34.7 Each provision of this Lease is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Lease in the relevant jurisdiction, but the rest of this Lease will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Counterparts

- 34.8 This Lease may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

Variation

- 34.9 No variation of this Lease will be of any force or effect unless it is in writing and signed by each Party to this Lease.

Waivers

- 34.10 A waiver of any right, power or remedy under this Lease must be in writing signed by the Party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 34.11 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Lease does not amount to a waiver.

Lease of Community Facility

Execution and date

Executed as deed.

Date:

THE COMMON SEAL of)
The Shire of Ashburton)
 was hereunto affixed by resolution of the)
 Council in the presence of:)

Signature of Chief Executive Officer_____
Print Name of Chief Executive Officer_____
Signature of Shire President_____
Print Name of Shire President**[INSERT RELEVANT EXECUTION CLAUSE FOR TENANT]**

Lease of Community Facility

Schedule 1 - Items**Item 1** **Community Facility**

[Insert the common name used to describe the Community Facility and physical street address]

[for example "Tom Price Bowling Club located at East Road, Tom Price, Ashburton"].

Item 2 **Land**

[Insert legal description of the Land]

[For example, Reserve [] comprised in Lot [] on Deposited Plan [] and being the land in Certificate of Title Volume [] Folio []]

Item 3 **Leased Premises**

That part of the Land having an area of approximately [] square metres as depicted and hatched in black on the plan attached to this Lease as Schedule 4.

Item 4 **Rent**

The Rent is [insert annual Rent] per annum plus GST.

[NOTE: Please refer to the Council policy to set the initial Rent payable]

Item 5 **Review Date**

On each date that the adopted fees for leasing of Shire assets (facilities, buildings and land) in Policy REC05 is reviewed during the Term of this Lease and any holding over period.

Item 6 **Commencement Date**

[Insert the Commencement Date]

Item 7 **Term**

[Insert the Term of this Lease]

Item 8 **End Date**

[Insert End date]

Item 9 **Authorised Use**

Lease of Community Facility

[Insert description of Authorised Use of the Leased Premises].

Item 10**Renewal Date**

[Insert relevant details, for example, “Nil” or if the Shire has granted the Tenant the right to a further term then the renewal date will be the day after the End Date, say if the End Date is 30 June 2014 then the renewal date will be 1 July 2014]

Item 11**Further Term**

[Insert relevant details, for example, “Nil” or “1 further term for a period of 5 years”]

Item 12**Final Expiry Date**

[insert final expiry date taking into account all further terms (if any)]

Schedule 2 – Special Conditions

Special Conditions are set out below

A Conditions Precedent

[Refer to document called “Special Conditions for use in connection with Lease Agreements” and consider whether it is necessary to include any condition precedent for example the Tenant obtaining all necessary approvals to undertake any works from all Relevant Authorities, including the prior consent of the Shire.]

B Utilities and Services

The Tenant must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between clause 4 of this Lease and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Tenant [Insert “100%” if separately metered or “fair proportion” if not separately metered]
Water	
Gas	
Electricity	
Telephones, including line charges	
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	
Cost of rubbish collection including emptying wheelie bins and 1100 bins	
Cost of annual food surveillance fee (if applicable)	
<i>[Insert any relevant other utilities and services]</i>	

Lease of Community Facility

C Other special conditions

[Consider whether to include any other clauses including, by way of example]:

- (a) rights to use or maintain Common Use Facilities (such as toilets and kitchens);
- (b) liquor licence provisions,
- (c) clauses dealing with food preparation and health requirements,
- (d) specific clauses dealing with buildings or structures owned by the Tenant;
- (e) environmental matters;
- (f) guarantee and indemnity;
- (g) any additional clauses that specifically relate to the grant of this Lease].

Lease of Community Facility

Schedule 3 – Consent of the Minister of Lands

Consent of the Minister of Lands

If applicable, the MINISTER FOR LANDS consents to this Lease pursuant to section 18 of the *Land Administration Act 1997* (WA).

Date:

Lease of Community Facility

Schedule 4 – Plan of Leased Premises

Plan of Leased Premises



Instructions and Special Conditions for Licence Agreement to use Community Facility

Shire of Ashburton

[DRAFT DOCUMENT FOR DISCUSSION PURPOSES]

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Instructions and Special Conditions for Licence Agreement

Background

- A The Shire has the power to grant licences in respect of all or part of its Community Facilities to individuals and organisations most commonly pursuant to its general power of competence under the *Local Government Act 1995* (WA) as a body corporate which has the legal capacity of a natural person.
- B Determining whether to grant a lease or licence is an important consideration. The individual circumstances surrounding the Community Facility, the needs of the users of the relevant land and buildings, the duration of occupation and whether Shared Facilities are used or not guide whether a lease or a licence is appropriate.
- C Generally, a licence is appropriate if the duration of the occupation is granted to the Licensee for less than 1 year, the area to be occupied forms part of a building (e.g. a room or rooms) and there are Shared Facilities. However, it will depend on the nature of the occupation and other surrounding circumstances as to whether a lease or licence should be granted.
- D A licence:
- (a) is the granting of a permission to use the land in consideration of a licence fee payable subject to the terms and conditions set out in the licence;
 - (b) does not grant exclusive possession;
 - (c) does not create or transfer a registerable interest in the land;
 - (d) is not normally transferable without the landowner's agreement; and
 - (e) is normally revocable.

Matters to be taken into account in preparing the Licence

- E When preparing the Licence of Community Facility, you must have regard to the Shire's policy – REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land) which may be varied from time to time. A copy of the current policy is attached as Schedule 1 of this document.
- F All leases must be prepared having regard to the Shire of Ashburton's Principle Guidelines for Establishing a Community Lease or Licence Agreement as identified in Schedule 2 of this document.
- G Depending on whether the Licensee is a company, incorporated association or individual, you must ensure the correct execution clause is inserted into the Licence in the space where marked. It should be noted that only not for profit community organisations can be granted a community lease under the Shire of Ashburton policy REC05. All other leases and licence agreements must be prepared under a

Instructions and Special Conditions for Licence Agreement

commercial lease or licence arrangement. Example execution clauses are set out in Schedule 3 of this document.

- H When preparing the Licence of Community Facility, please also consider the tips set out in Schedule 4 of this document.

Special Conditions

1 Conditions Precedent

- 1.1 This Licence is subject to and expressly conditional on the following conditions precedent the Licensee obtaining all necessary approvals to undertake any works for all Relevant Authorities, including the prior consent of the Shire ("**Development Condition**").
- 1.2 The Parties acknowledge and agree that:
- 1.2.1 where relevant, the Parties will each use their best endeavours to satisfy the conditions precedent;
 - 1.2.2 the Licensee will bear all the costs associated with satisfying or attempting to satisfy the Development Conditions, including the application fees; and
 - 1.2.3 if any approval:
 - (i) is refused; or
 - (ii) granted subject to a condition that the Licensee in its reasonable opinion is unable to comply with, and the Licensee within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Licence;
- then, this Licence, except this clause 1, ceases to have effect and no party has any claim against the other party.

2 Common Use Facilities

- 2.1 The Licensee has the right to use the Common Areas and the Shared Facilities at the Land and Community Facility but is responsible for:
- 2.1.1 any damage caused to the Common Areas and the Shared Facilities by the Licensee or anyone under the Licensee's control; and
 - 2.1.2 if demanded by the Shire, a fair proportion of the costs to clean and provision any of the Shared Facilities.

Definitions

Instructions and Special Conditions for Licence Agreement

2.2 For the purposes of clause 3.1:

- 2.2.1 **“Common Area”** means those parts of the Land and buildings of the Shire which is necessary for the enjoyment and use of the Licensed Area and which is shared with other Occupiers;
- 2.2.2 **“Shared Facilities”** means [insert description of any shared facilities such as the toilets on level 1 or the kitchenette and where necessary attach a plan showing the location of the shared facilities.]

3 Trustee Provisions

3.1 If the Licensee has entered into this Licence in the capacity of trustee, whether or not the Shire has any notice of the trust, the Licensee:

- 3.1.1 is taken to enter into this Licence both as trustee and in the Licensee's personal capacity and acknowledges that the Licensee is personally liable for the performance of the Licensee's Obligations under this Licence;
- 3.1.2 will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Shire for any default by the Licensee;
- 3.1.3 will assign to the Shire any right of indemnity the Licensee has against the assets of the trust to the extent of the liability of the Licensee under this Licence; and
- 3.1.4 warrants that the Lessee has the power and authority under the terms of the trust to enter into this Licence.

4 Environmental Matters

Licensee's Environmental Covenants

- 4.1 The Licensee must:
- 4.1.1 comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Licensee to carry out the Authorised Use on the Licensed Area;
- 4.1.2 take all practicable precautions to ensure that no Contamination of the Licensed Area or the Environment in the vicinity of the Licensed Area occurs;
- 4.1.3 not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the Relevant Authority;
- 4.1.4 immediately notify the Shire if:

Instructions and Special Conditions for Licence Agreement

- (i) a Contamination Event occurs on the Licensed Area; or
 - (ii) an Environmental Notice is served on the Licensee;
- 4.1.5 if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Licensee, promptly take all usual and reasonable actions at the Licensee's own cost and in accordance with best industry practice for the Remediation of the Licensed Area and any land in the vicinity of the Licensed Area to a condition, as far as practicable, as if the Contamination Event had not occurred;
- 4.1.6 at the Licensee's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Licensee's occupation or use of the Licensed Area, whether the notice is served on the Shire or the Licensee;
- 4.1.7 allow the Shire and its employees and contractors:
- (i) after receiving reasonable notice from the Shire, access to the Licensed Area to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Licensed Area to conduct an inspection following a Contamination Event; and
- 4.1.8 pay the reasonable costs of any reputable environmental consultant appointed by the Shire to undertake an inspection from time to time of the Licensed Area to verify the Licensee's compliance with this clause 5.

Remediate Contamination

- 4.2 Without limiting the Licensee's obligation under clause 5.1.5, the Licensee must ensure that at the expiration of the Term it has Remediated any Contamination of the Licensed Area or any land in the vicinity of the Licensed Area caused by the Licensee, to the absolute satisfaction of the Shire.
- 4.3 Subject to clause 5.6, not later than six months before the expiration of the Term, the Licensee must arrange for a reputable environment consultant approved by the Shire (whose approval must not be unreasonably withheld) to:
- 4.3.1 Carry out an investigation of Contamination at the Licensed Area;
 - 4.3.2 prepare a report with respect to any (if any) Contamination at the Licensed Area; and
 - 4.3.3 prepare a Remediation Notice (if applicable).
- 4.4 Subject to clause 5.5, the Licensee must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Shire, and at the Licensee's sole cost.

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- 4.5 The Licensee is under no obligation to carry out remedial works in respect of Contamination of the Licensed Area shown to exist at the Commencement Date, except to the extent that the Licensee has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- 4.6 If this Licence is terminated by the Shire prior to the expiration of the Term, the Shire may:
- 4.6.1 arrange for the investigation of Contamination referred to in clause 5.2 and for the preparation of a Remediation Notice (if applicable); and
 - 4.6.2 carry out the works specified in the Remediation Notice, at the Licensee's expense, and the Licensee will indemnify the Shire under Clause 5.8.
- 4.7 For the avoidance of doubt, this clause is for the benefit of the Shire and can only be waived by the Shire.

Environmental Indemnity

- 4.8 Without limiting any other provision of this Licence, the Licensee indemnifies the Shire and the Shire's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Shire is or may become liable in respect of or arising from the Licensee's breach of any of the Licensee's Environmental Covenants.
- 4.9 Without limiting clause 5.8, in the event that the Licensee fails to promptly comply with its obligations under clauses 5.1.5, 5.1.6, 5.2, 5.3 or 5.4 the Shire shall be at liberty to carry out all of the said obligations at the cost of the Licensee, which cost shall be recoverable from the Licensee on demand.

Event of Default and Essential Term

- 4.10 For the avoidance of doubt, a failure by the Licensee to perform or comply with any of its obligations under this clause 5 is an Event of Default and a breach of an essential term of the Licence.

Definitions

- 4.11 In this clause 5:
- 4.12 **"Contamination"** means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
- 4.12.1 makes or may make such land or the surrounding Environment:
 - (i) unsafe or unfit for habitation or occupation by persons or animals;
 - (ii) environmentally degraded; or
 - (iii) not comply with any Environmental Law; or

Instructions and Special Conditions for Licence Agreement

- 4.12.2 otherwise gives rise to a risk or possible risk of harm to human health or the Environment;
- 4.13 **“Contamination Event”** means any incident originating on the Licensed Area involving:
- 4.13.1 any Contamination or likely Contamination of the Licensed Area, or the Environment in the vicinity of the Licensed Area; or
- 4.13.2 the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;
- 4.14 **“Environment”** means all components of the earth, including:
- 4.14.1 land, air and water;
- 4.14.2 any layer of the atmosphere;
- 4.14.3 any organic or inorganic matter and any living organism including humans;
- 4.14.4 human made or modified structures and areas;
- 4.14.5 the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
- 4.14.6 ecosystems with any combinations of the above;
- 4.15 **“Environmental Law”** means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
- 4.15.1 the carrying out of uses, works or development or the subdivision of land;
- 4.15.2 emissions of substances into the atmosphere, waters and land;
- 4.15.3 pollution and contamination of the atmosphere, waters and land;
- 4.15.4 production, use, handling, storage, transportation and disposal of:
- (i) Waste;
- (ii) Hazardous Materials; and
- (iii) dangerous goods
- 4.15.5 conservation, heritage and natural resources;
- 4.15.6 threatened and endangered and other flora and fauna species;
- 4.15.7 the erection and use of structures; and
- 4.15.8 the health and safety of people,

Instructions and Special Conditions for Licence Agreement

- 4.15.9 whether made or in force before or after the date of this Licence;
- 4.16 **“Environmental Notice”** means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Licensed Area or its use from any Government Authority in connection with any Environmental Law;
- 4.17 **“Government Authority”** means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable Laws;
- 4.18 **“Hazardous Material”** means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;
- 4.19 **“Licensee’s Environmental Covenants”** means the Licensee’s obligations under clause 5.1, together and each of them separately;
- 4.20 **“Remediation”** includes the investigation, cleanup, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and “Remediated” and “remediate” has a corresponding meaning;
- 4.21 **“Remediation Notice”** means a statement of the works necessary to remediate any Contamination at the Licensed Area or the surrounding Environment to an appropriate standard;
- 4.22 **“Waste”** means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
- 4.22.1 it is intentionally discarded;
 - 4.22.2 it has a value or use; or
 - 4.22.3 it is intended for sale, recycling, reprocessing, recovery or purification.

5 Guarantee and indemnity

- 5.1 In consideration of the Shire, at the request of the Guarantor, agreeing to enter into this Licence with the Licensee, the Guarantor:
- 5.1.1 guarantees to the Shire the due and punctual observance and performance of the Licensee's Obligations; and
 - 5.1.2 indemnifies and keeps indemnified the Shire against all losses, expenses, claims, and damages incurred or reasonably expected to be incurred by the Shire by reason of any breach of the Licensee's Obligations.

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- 5.2 The Guarantor's obligations under this Licence are an irrevocable and continuing guarantee and indemnity, and the Guarantor will not be wholly or partially released from the obligations of this clause 7 by any matter or thing, including without limitation:
- 5.2.1 the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor or any of them;
 - 5.2.2 the death, insolvency, bankruptcy, liquidation or mental incapacity of the Licensee;
 - 5.2.3 the avoidance of any payment by the Licensee or the Guarantor to the Shire;
 - 5.2.4 the payment of money to the Shire by any person;
 - 5.2.5 the performance, observance, non-performance or non-observation of any of the Licensee's Obligations;
 - 5.2.6 the granting of time or other indulgence or consideration by the Shire to any person;
 - 5.2.7 the Shire failing or neglecting to exercise any of the Shire's rights under this Licence;
 - 5.2.8 any act, omission, laches or default on the part of the Shire which would affect the liability of any person to the Shire but for this provision; or
 - 5.2.9 any act or omission of the Shire which results, or might result, in prejudice to a Guarantor or any of them.
- 5.3 This Licence is enforceable against the Guarantor and the Guarantor is liable under this Licence notwithstanding any claims that the Shire is estopped from enforcing any term of this Licence, or that the Licensee has any other defence against an action by the Shire to enforce any term of this Licence, and binds the Guarantor until the Licensee is released from its obligations under this Licence.
- 5.4 The Guarantor's obligations under this Licence are principal obligations and are not ancillary or collateral to any other obligation or instrument.
- 5.5 If the Shire is unable to recover from any person any money owing under this Licence, or to enforce a remedy for any other breach of the Licensee's Obligations, the Guarantor also agrees to pay the Shire on demand the loss, damage, costs and expenses suffered or incurred by the Shire in respect of the breach of those covenants and the other provisions of this Licence apply as far as is possible to the indemnity conferred on the Shire by this clause.
- 5.6 This guarantee and indemnity:

Instructions and Special Conditions for Licence Agreement

- 5.6.1 continues until the Licensee has performed all the Licensee's Obligations and while the Licensee occupies or is entitled to occupy the Licensed Area in any manner whatever;
 - 5.6.2 extends to the obligations of any assignee of the Licensee's interest under this Licence and of any sub-Licensee;
 - 5.6.3 extends to all extensions of this Licence and any new lease of the Licensed Area granted to the Licensee or an assignee of the Licensee's interest under this Licence or any sub-Licensee; and
 - 5.6.4 extends to claims by the Shire for any liability arising from the repudiation of this Licence and any default under this Licence by the Licensee, and any action taken by the Shire as a result of a default including the Shire re-entering the Licensed Area or terminating this Licence.
- 5.7 The Guarantor may not, without the Shire's consent:
- 5.7.1 raise a set-off or counterclaim available to the Guarantor against the Licensee in reduction of the Guarantor's liability under this clause;
 - 5.7.2 prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Licensee until the Shire has received 100 cents in the dollar in respect of the money owing by the Licensee under this Licence and the Guarantor holds in trust for the Shire any such proof or claim or any dividend received by the Guarantor from such proof or claim; or
 - 5.7.3 claim to be entitled to the benefit of any other security held by the Shire in connection with this Licence, whether because of the rules of contribution, indemnity, subrogation, marshalling or for any other reason.
- 5.8 If a payment to the Shire in connection with this Licence is void or voidable under Laws relating to insolvency or protection of creditors the Shire remains entitled to the rights against the Guarantor which the Shire had under this clause before that payment was made.
- 5.9 The Guarantor acknowledges that the parties intend that the Licence may not be registered pursuant to the *Transfer of Land Act 1893* (WA).
- 5.10 The Guarantor hereby warrants to the Shire that where the Licensee has executed or shall execute this Licence pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("**Instrument**") the Licensee has done or prior to executing this Licence shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Licence and shall be bound hereby in accordance with the terms of this Licence and the Guarantor hereby agrees unconditionally that he shall indemnify and keep indemnified the Shire from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably

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expected to be incurred by the Shire from or out of the breach of any of the warranties contained in this clause 7.10.

- 5.11 The Shire may assign the rights under, and the benefit of, the obligations of the Guarantor under this Licence.

6 Licensee's Works

Licensee's Development Covenants

- 6.1 The Licensee must:
- 6.1.1 carry out and execute the Licensee's Works in accordance with the Works Conditions; and
 - 6.1.2 not make any alterations to the plans or specifications or include, construct or erect any works on the Licensed Area which have not been previously approved in writing by the Shire without:
 - (i) the prior written consent of the Shire which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Shire except that the Shire shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority; and
 - (ii) if applicable, the prior approval of any Relevant Authority.

Access to the Licensed Area

- 6.2 The Licensee is entitled to take possession of the Licensed Area and to enter upon the Licensed Area and commence the Licensee's Works from and including the Commencement Date provided:
- 6.2.1 this Licence has been executed by the Licensee, the Shire and the Guarantor (if applicable) and all other consenting parties;
 - 6.2.2 the Conditions Precedents have been satisfied; and
 - 6.2.3 the Licensee has delivered to the Shire the Bank Guarantee (if any).
- 6.3 For the avoidance of doubt, the Licensee is obliged to pay full Licence Fee and all other money payable under the Licence from the Commencement Date regardless of whether the Licensee has commenced or completed the Licensee's Works or whether the Licensee can operate the Authorised Use from the Licensed Area.
- 6.4 Notwithstanding clause 8.2, should the Licensee commence the Licensee's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Shire's prior consent, the Licensee does so at its own risk and shall have no claim against the Shire in the event that any of the Conditions Precedent are thereafter not satisfied.

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Facilities for Licensee's Contractors

- 6.5 The Licensee and the Licensee's contractors must provide and, as necessary, negotiate with the Shire for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Licensee or its contractors may require, and must pay to the Shire on demand any expenses which the Shire may thereby incur.

Licensee Responsible for Damage

- 6.6 The Licensee shall, at the option of the Shire, either repair and make good any damage which may be caused to the Licensed Area or any part thereof as a result of the construction, erection or installation of the Licensee's Works, to the satisfaction of the Shire or alternatively, shall reimburse on demand the Shire for all the costs incurred by the Shire in having such damage made good by the Shire's own contractors.

Licensee's Insurance

- 6.7 Prior to the commencement of the Licensee's Works (or any associated or incidental works on the Licensed Area), the Licensee must have complied with the terms of this Licence in respect of insurance policies.
- 6.8 For the avoidance of doubt and notwithstanding or limiting any other provision of this Licence, the Licensee must, prior to the commencement of any Licensee's Works or associated or incidental works on the Licensed Area:
- 6.8.1 insure against and ensure that all of its contractors engaged in carrying out the Licensee's Works, throughout the Licensee's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any Laws relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Licensee's Works and shall also insure for the Licensee's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Shire; and
 - 6.8.2 insures the Licensee's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Licensee's Works.

Assumption of Risk by Licensee

- 6.9 The Parties expressly acknowledge and agree that:
- 6.9.1 the construction of all of Licensee's Works (whether undertaken by the Licensee or the Shire or any contractor on behalf of or at the direction of either the Licensee or the Shire) shall be at the risk of the Licensee in all respects;

Instructions and Special Conditions for Licence Agreement

- 6.9.2 the Licensee bears the risk of:
- (i) the Licensee's Works;
 - (ii) all Works Equipment; and
 - (iii) all unfixed goods and materials used or to be used in carrying out the Licensee's Works, including anything provided by the Shire to the Licensee or brought onto the Licensed Area by any contractor; and
- 6.9.3 the Licensee releases and discharges the Shire from all claims for loss of or damage to the Licensed Area, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Licensee contained in or about the Licensed Area for the purpose of the Licensee's Works and from any loss of profits resulting from such loss or damage.

Property in Works

- 6.10 Despite any rule of law or equity to the contrary, title to and ownership of the Licensee's Works shall be the property of the Licensee regardless of their attachment or affixation to the Licensed Area, and shall be a Licensee's Fixture, unless re-classified as a Shire's Fixture in accordance with this Licence.

Default

- 6.11 For the avoidance of doubt, a failure by the Licensee to perform or comply with any of its obligations under this clause 8 is an Event of Default and a breach of an essential term of the Licence ("**Development Default**").
- 6.12 Without prejudice to any other rights or remedies available to the Shire, if the Shire terminates this Licence on the occurrence of a Development Default:
- 6.12.1 the Licensee shall, unless otherwise directed by the Shire, within 60 days from the date upon which the Shire terminates the Licence remove from the Licensed Area the Licensee's Works in compliance with the Works Conditions and make good the Licensed Area to the satisfaction of the Shire;
 - 6.12.2 the termination of the Licence shall be without prejudice to the obligations of the Licensee to pay the Shire any moneys which shall be due and owing as at the date on which the Shire terminates the Licence; and
 - 6.12.3 the Licensee shall pay to the Shire on demand all costs and expenses incurred by the Shire as a consequence of the Licensee's Development Default and in the exercise of the rights of the Shire under this clause 8.12.
- 6.13 Until the Licensed Area are restored in accordance with the Licence (whether by the Licensee or the Shire) or until the Shire elects to take the absolute property in the Licensee's property (which includes the Licensee's fixtures) left after termination, the

Instructions and Special Conditions for Licence Agreement

Licensee shall continue to pay the Licence Fee and all other payments pursuant to this Licence as if the Licensee were holding over in the Licensed Area.

Indemnity

- 6.14 Without limiting the generality of any other provision of this Licence, the Licensee indemnifies the Shire and the Shire's employees against all claims, demands, loss, damage, costs and expenses of every description which the Shire may suffer or incur in connection with or arising directly or indirectly from the Licensee's entry upon and occupation of the Licensed Area for the purpose of the Licensee's Works or the construction, installation or carrying out the Licensee's Works (whether undertaken by the Licensee or the Shire or any contractor on behalf of or at the direction of either the Licensee or the Shire).

Definitions

- 6.15 For the purpose of this clause 8:

- 6.15.1 **"Licensee's Works"** means the works detailed on the plans and specifications, a copy of which is attached to this Licence;
- 6.15.2 **"Licensee's Works Period"** means the period from which the Licensee's Works commence until to the date that all Licensee's Works have been completed; and
- 6.15.3 **"Works Equipment"** means those things used, or work undertaken by the Licensee or its contractors to construct the Licensee's Works but which will not form part of the Licensee's Works.

7 Liquor licensing

Transfer and Removal of Liquor Licence

- 7.1 The Licensee shall not:
- 7.1.1 remove or attempt to remove the Liquor Licence from the Licensed Area;
- 7.1.2 transfer or attempt to transfer the Liquor Licence to a third person, without the prior consent of the Shire which shall not be unreasonably withheld;
- 7.1.3 alter or redefine or attempt to alter or redefine that part of the Licensed Area to which the Liquor Licence attaches; or
- 7.1.4 attempt to charge the Liquor Licence.

Transfer on Termination

- 7.2 On the end or earlier termination of this Licence the Licensee shall in consideration of the sum of \$1.00 to be paid by the Shire to the Licensee transfer and assign the Liquor Licence to the Shire or its nominee and for such purposes the Licensee shall

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sign all documents, forms and transfers and provide all information as may be required by the Shire in order to effect such transfer and assignment.

- 7.3 The Licensee acknowledges and agrees that upon the Termination of this Licence the Shire shall not be obliged to pay any compensation or other payment to the Licensee in respect of any loss of goodwill attributed to the Licensee's business.

Incapacity of Manager

- 7.4 If the Licensee is a corporation and its manager holding the Liquor Licence shall die or be declared or become a patient or incapable person within the meaning of the *Mental Health Act 1996* (WA) then the Licensee will cause some respectable, responsible and suitable person acceptable to the Director of Liquor Licensing to be appointed as replacement manager within 1 calendar month after the date of death or becoming an patient or incapable person as aforesaid.

Requirements of the Licensee

- 7.5 The Licensee shall:
- 7.5.1 comply with all orders and directions of any Relevant Authority relating to the Liquor Licence or the Licensed Area;
 - 7.5.2 at all times during the Term faithfully observe and perform and ensure the observance and performance with respect to the Licensed Area all laws and regulations now or hereafter to be in force relating to the Licensee and shall in every manner faithfully observe and ensure the observance of all such laws and will at all times during the Term so manage and control or cause to be managed and controlled the Licensed Area such that neither the licensee for the time being of the licensed portions of the Licensed Area or of any part thereof shall do, omit, permit or suffer anything which may offend against such laws and regulations or whereby the Liquor Licence may be or become liable to be forfeited or the renewal thereof refused or withheld or whereby the Liquor Licence or the goodwill or trade of the Licensed Area may be prejudicially affected;
 - 7.5.3 at all times maintain the Licensee's Name in good standing and properly registered and shall renew the Licensee's Name as and when required;
 - 7.5.4 at all times during the Term as extended or renewed whenever requested by the Shire produce to the Shire or the Licensing Court the Liquor Licence;
 - 7.5.5 pay punctually and discharge all present and future licence and permit fees, excess licence and permit fees, monies payable in respect of or to obtain a licence or permit, renewal, transfer of licence and all fees payable pursuant to the Liquor Act in respect of or relating to the Licensed Area or the Licensee's business carried on at the Licensed Area;
 - 7.5.6 not add to, remove, nor alter in any manner the beer taps, bar plumbing or any plumbing appliance relating to the reticulation of beverages at the

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Licensed Area without the prior written permission of the Shire, which permission will not be unreasonably withheld where the same results in an improvement to the Licensed Area;

- 7.5.7 carry on and conduct the Licensee's business for the Authorised Use with due diligence and in a proper, efficient and business-like manner having regard to the customary requirements of those persons for whom the Licensee would ordinarily be expected to derive its patronage and in any event strictly in accordance with all statutory requirements and in particular (but without limiting the generality of the foregoing) the Licensee shall:
- (i) keep the Licensed Area open for business at least during the hours required by law and otherwise during the regular customary days and hours for such type of business in the area which the Licensed Area are located;
 - (ii) conduct and operate the Licensee's business-like in a proper and business-like manner and fully equipped and not do or permit to be done any illegal or immoral acts (other than those lawfully permitted from time to time);
 - (iii) keep and maintain all rooms furnished in an appropriate manner;
 - (iv) keep and maintain in and about the Licensed Area such chattels and goods as are necessary to carry on the Licensee's business in a proper and efficient manner including (but not limited to) all necessary furniture, bedding, cutlery, glasses, plates, kitchen equipment and utensils;
 - (v) apply for renewal of and keep in force all licences and permits required under the Liquor Act or otherwise for the carrying on of the Licensee's business conducted by the Licensee in or upon the Licensed Area;
 - (vi) keep and maintain the Licensed Area adequately stocked with food, beverages and the usual stock in trade;
 - (vii) duly and punctually pay all excise duty, licence fees and charges and the expiration or sooner determination of the Term or upon transferring the same or the Liquor Licence of the Licensed Area to any permitted person the Licensee shall pay all duty, licence fees and charges which shall then be owing by the Licensee;
 - (viii) manage and control the Licensed Area and the Licensee's business conducted from the Licensed Area or cause the same to be managed and controlled to the reasonable satisfaction of the Shire and so that the Liquor Licence may not be or become liable to be forfeited or the renewal thereof refused or withheld or whereby the Liquor Licence or the goodwill of the Licensee's business may be prejudicially affected by the conduct; and

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- (ix) comply in all respects with the provisions of the Liquor Act and the terms of the Liquor Licence.

7.5.8 on 30 September in each year of this Licence, the Licensee shall provide to the Shire the financial accounts for the Licensee's business, if requested by the Shire, and within 30 days of a request from the Shire.

Power of Attorney

7.6 Without affecting the Licensee's obligations:

- 7.6.1 every application pursuant to the Liquor Act or any proper authority for any liquor licence or transfer of the Liquor Licence will, if so required by the Shire, be made by the Shire's solicitors;
- 7.6.2 in consideration of the Shire granting the Licensee's Rights, the Licensee irrevocably appoints the Shire and every officer of the Shire as defined by the *Corporations Act 2001* (Cth) to be the attorney of the Licensee, as the act, in the name, and on behalf, of the Licensee:
- 7.6.3 to complete, sign and lodge with the Relevant Authority responsible, all forms, applications and notices necessary or desirable to keep the Liquor Licence in full force and effect, to apply for, obtain and accept a liquor licence, and at the expiration of the Term, to apply for a transfer of the Liquor Licence to the Shire or a person nominated by the Shire;
- 7.6.4 to appear either in person or by agent, solicitor or counsel and to do all acts, sign, give, fix up and publish all applications and notices in connection with the matters referred to in clause 9.6.3; and
- 7.6.5 to inspect the records of the Relevant Authority responsible relating to the Licensee's business or the Licensed Area;

and the Licensee:

- 7.6.6 undertakes to ratify all that the attorney does or causes to be done under this clause; and
- 7.6.7 indemnifies the Shire in respect of any loss arising from any act done under this clause, and the Shire's costs and expenses of and incidental to the carrying out of any act or thing referred to in this clause.

Definitions

7.7 In this clause 9:

- 7.7.1 **"Director of Liquor Licensing"** means the Director of Liquor Licensing appointed pursuant to the Liquor Act or such other person who exercises those powers from time to time

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7.7.2 **“Liquor Licence”** means all licences, permits and authorities available under the Liquor Act;

7.7.3 **“Liquor Act”** means the *Liquor Control Act 1988* (WA).

Licensee not to invalidate insurance

7.8 The Licensee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Licence or in respect of the Licensed Area and the Licensee’s fixtures becoming void or voidable or which might increase the premium on any policy.

8 Option to renew for Further Term

8.1 If:

8.1.1 the Shire has granted the Licensee an option to renew this Licence for a Further Term;

8.1.2 no earlier than 6 months and no later than 3 months before the end of this Licence the Licensee gives notice to the Shire to exercise its right to the Further Term; and

8.1.3 the Shire is satisfied that:

(i) there is no Licence Fee or other money payable under this Licence which is due but unpaid;

(ii) there is no unremedied breach of the Licensee’s obligations and covenants; and

(iii) there have been no breaches of the terms in this Licence during the Term,

then, the Shire must grant to the Licensee a new licence of the Licensed Area for the Further Term from the Renewal Date at the Licence Fee as varied pursuant to this Licence and otherwise on the same terms and conditions of this Licence except that the Term of this Licence plus all further terms shall expire on or before the Final Expiry Date.

Definitions

8.2 In this clause 11.1:

8.2.1 **“Final Expiry Date”** means [insert final expiry date taking into account all further terms (if any)].

8.2.2 **“Further Term”** means [insert relevant details, for example, “Nil” or “1 further term for a period of 5 years”]

Instructions and Special Conditions for Licence Agreement

- 8.2.3 **“Renewal Date”** means [insert relevant details, for example, “Nil” or if the Shire has granted the Licensee the right to a further term then the renewal date will be the day after the End Date, say if the End Date is 30 June 2014 then the renewal date will be 1 July 2014].

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Schedule 1 – Shire’s policy

REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land)

Schedule 2 – Principle Guidelines for Establishing a Community Lease or Licence Agreement

1. Lease or licence agreements are not to be created for general hire of a facility (for example, utilising a venue in the Shire of Ashburton's annual fees and charges on a weekly basis for 6 hours per week). Lease and licence agreements will only be granted for reserves, ovals, courts, rooms and venues which are not in the annual fees and charges set by Council. This means that if the facility or room is listed in the fees and charges under a hourly rate, a community group cannot request that the usage of that facility or room be set up under a lease or licence agreement. They are required to pay the hourly rate.
2. Only community and sporting groups as defined in Policy REC05 will be granted a community lease or licence agreement.
3. Storage rooms will be provided to users under a lease or licence agreement as per Policy REC05 and in the majority of cases, community groups will have sole use of the room. However, several organisations can be permitted to share a storage room under a separate non-exclusive licence agreement. Any rooms which the Shire of Ashburton also stores equipment or has deemed a communal storage area will be available free of charge.
4. Power for the Shire of Ashburton to sub lease Crown Land is granted for the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject to the approval in writing from the Minister of the Department of Lands being first obtained for each and every lease or assignment of lease, pursuant to the provisions of Section 18 of the *Land Administration Act 1997* (WA).
5. Organisations may not assign or sublet the premises without the Shire's consent (as landlord and licensor).
6. Where the property is subject to the Land Administration Act 1997 (WA), approval of the Minister is required whether the lease or licence is a renewal or relates to a new application.
7. Any sporting club or community groups unable to meet the financial requirements of the lease or licence agreement may, if they meet certain requirements, apply to Council for a donation under REC08 – Community Donations, Grants and Funding Policy.
8. All newly established, varied and renewal lease and licence agreements of Shire assets or facilities that are valued up to \$100,000.00 must be signed by the Chief Executive Officer under delegated authority (DA06-8). Lease and licence agreements over this amount must be made by resolution of Council.
9. Once an agreement is formalised, the annual rent or licence fee amount is to be included in the list of Standing Invoices produced by the Shire of Ashburton's

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Community Development Facilities team and a copy of the lease or licence agreement is to be kept on file.

10. All lease and licence agreements within or on a Shire facility or building are to be under the Shire of Ashburton key and locking system. The Shire of Ashburton is to provide 3 sets of keys per facility. A bond of \$100.00 will be required to be paid by the community group for each key. Facilities which are separate to a Shire building may be locked under the group's own key system. The group **MUST** provide the Shire with a key to all areas of the facility. The Shire must be provided with replacement keys when locks change at any premises. The Shire does not require keys to buildings which are not Shire owned such as some buildings located on reserves. The terms of the lease may need to be modified to take into account the specific circumstances regarding keys on a case by case basis.
11. Regular 3 month routine inspections must be carried out by the Shire of Ashburton of all leased and licenced premises. Any group not complying with the conditions and covenants of the lease or licence agreement may have the lease or licence agreement terminated.
12. Lease or licenced premises can be utilised for other activities outside of the "authorised use" described in the lease or licence agreement however such use must first be approved in writing by the Shire of Ashburton.
13. All community groups must comply with all liquor licencing laws and must obtain a liquor permit from the Shire of Ashburton to consume alcohol in the facility, building or land unless the club has been granted and holds a current liquor licence under the *Liquor Control Act 1988 (WA)*. Liquor can only be consumed in accordance with Policy REC01 - Consumption of Alcohol – Public Reserves.
14. All facilities, buildings or land in a lease or licence agreement remain the property of the Shire of Ashburton unless otherwise identified in the lease or licence agreement.
15. Any modifications or structures constructed on/in Shire facilities, buildings or land are to be approved in writing, in advance and before construction by the Shire of Ashburton and meet the Building Code of Australia (BCA) and all other relevant legislation including, without limitation:
 - (a) if buildings contain asbestos any removal or works required must be undertaken by a contractor properly licensed to undertake that work and therefore club volunteers cannot undertake this work unless they hold all necessary licenses; and
 - (b) if any approved works exceed \$20,000, then those works must be undertaken by a registered builder under the *Building Act 2011 (WA)*. All such works must comply with the BCA and all other relevant legislation and therefore club volunteers cannot undertake this work unless they are a registered builder.
16. All facilities and structures (assets owned by community groups) must comply with the BCA and other relevant legislation and any other regulatory requirements even if

Instructions and Special Conditions for Licence Agreement

the structures have been on the site for several or more years. Without prejudice to the Shire's rights at law and under the lease or licence, it is broadly the intention of the Shire to grant community groups 3 months to obtain approval and amend any non-compliant modifications or structures that have been erected without Shire approval. Failure to address or remedy any such breach (including any breach of environmental, building, health or other legislative or regulatory requirements) to the Shire's satisfaction will be assessed on a case by case basis and may result in the termination of the lease or licence agreement.

17. If facilities or structures are owned by community groups, the relevant special condition regarding Tenant's Buildings or Structures MUST be inserted into the lease document (and modified as necessary). In particular, careful consideration should be given to the arrangements on termination of the lease. The special condition provides for ownership to pass to the Shire without any payment of compensation and this may need to be changed. This is unlikely to apply to a licence agreement.
18. Community Groups are required to pay annual fees and charges for wheelie bins and 1100 litre bins to be emptied as per the Shire of Ashburton's fees and charges. A community rate has been created to assist groups with this fee.
19. Any community group with a commercial kitchen must pay an annual food surveillance fee. A community rate is set out in the annual fees and charges.
20. All community or sporting groups operating under a lease or licence agreement must provide evidence of current public liability insurance to a minimum value of \$10,000,000.00. The Shire of Ashburton may deem it appropriate to request a higher amount if a community group undertakes activities associated with a higher risk.
21. In addition to public risk insurance, all community and sporting groups operating under a lease or licence agreement may also be required to effect contents insurance and voluntary workers insurance and provide such evidence to the Shire. Workers compensation insurance will be required if the group has any paid staff. If applicable, notice must be given to the tenant or licensee to effect these additional insurance policies.
22. The term of the lease or licence shall be for up to five years, with an option for up to a further five years.
23. A community or sporting group under a lease or licence agreement must provide the Shire of Ashburton with a copy of the minutes from their Annual General Meeting (AGM), a financial statement report and updated contact details for the President, Vice President, Secretary and Treasurer at the beginning of each financial year or at the commencement of the lease or licence agreement.
24. Without prejudice to the Shire's rights under the lease or licence agreement, it is broadly the intention of the Shire to require any group which breach the requirements of the lease or licence agreement to remedy the relevant default as soon as reasonably practicable and in any event no later than 3 months after the date the Shire requests them to do so. Failure to address a breach of the lease or licence agreement will be assessed on a case by case basis and may result in termination of

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the lease or licence. Donations as approved by Council in each financial year budget may be provided to assist groups to comply with certain community's group obligations under the lease and licence agreements at the discretion of Shire of Ashburton's officers. Budgetary contributions to groups will be the decision of Council on a year by year basis and may not always be available.

25. The Shire of Ashburton will organise and undertake annual pest control requirements, servicing of fire extinguisher, exit lights, security lights, fire hydrants, air conditioners and recertification of fall arrest systems.
26. If the community group is leasing or has been granted a licence of the whole of the Shire's asset or facility, the Shire of Ashburton is not responsible for gardening and associated works or cleaning and tidying of the premises. This is the responsibility of the community group. General maintenance will be undertaken as determined by the Shire of Ashburton and in line with the Shire's obligations under the lease or licence Agreement.
27. "Live-in" caretakers are not to be permitted on or in any reserve, building or facility in any lease or licence agreement. Where the lease or licence has been established for the purpose of an activity whereby livestock or wildlife is kept on the premises a live in caretaker may be approved. This does not include pets such as dogs and cats. All caretaker dwellings must comply with the Shire of Ashburton Town Planning Scheme No. 7 (TPS7).
28. Where a sub meter is installed or the group has sole use of the facility all utilities (water, electricity or gas) must be paid for by the community group. Rates are not to be on charged to the group as the Shire of Ashburton is responsible for payment of rates.

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Schedule 3 – Execution clauses**Example execution clauses****[Use this clause if the Licensee is a company with no common seal]**

EXECUTED for and on behalf of)
PTY LTD)
(ACN)) _____ Director
 by authority of its Directors in)
 accordance with section 127 of the)
 Corporations Act) _____ Director/Secretary

EXECUTED for and on behalf of)
PTY LTD)
(ACN)) _____
 by authority of its sole Director/)
 Secretary in accordance with)
 section 127 of the Corporations Act) _____ Sole Director/Secretary

[Use this clause if the Licensee is a company with common seal]

THE COMMON SEAL of)
PTY LTD)
(ACN))
 was hereunto affixed by authority)
 of its sole Director/Secretary in)
 accordance with its Constitution in)
 the presence of:)

 Sole Director/Secretary

THE COMMON SEAL of)
PTY LTD)
(ACN))
 was hereunto affixed in accordance)
 with its Constitution in the presence of:)

 Director

 Director/Secretary

Instructions and Special Conditions for Licence Agreement

[Use this clause if the Licensee is an individual]

EXECUTED by)
)
 in the presence of:)

Witness Signature:

Witness Address:

Witness Address:

Witness Occupation:

[Use this clause if the Licensee is an attorney]

EXECUTED by)
)
 by their attorney)
)
 in the presence of:)

Witness Signature:

Witness Address:

Witness Address:

Witness Occupation:

[Use this clause if the Licensee is an incorporated association]

THE COMMON SEAL of)
INC)
)
 was hereunto affixed in accordance)
 with its Constitution in the presence of:)

 Authorised Officer

 Authorised Officer

Schedule 4 – Tips to consider when preparing the Licence

Points to consider

1. Always ensure you check the certificate of title and management order (if applicable) to identify whether there are any restrictions to the grant of the Licence.
2. Make sure the Licensee is a legal entity and that the name of the Licensee is accurately defined. For example, if the Licensee is a company, check the ASIC website and obtain a copy of the certificate of incorporation to ensure that the full name and details of the Licensee are accurate.
3. The Licensed Area and Shared Facilities (where relevant) should be clearly delineated and marked on a plan attached to the Licence. Make sure the Shared Facilities are clearly labelled to avoid any confusion as to whether the Shared Facilities form part of the Licensed Area or not.
4. Ascertain the outgoings payable in respect of the relevant Community Facility and ensure that any additional outgoings payable in the table set out in the Special Conditions.
5. Always double check any cross-referencing throughout the document, particularly if you have deleted clauses in the Licence or included an additional Special Condition.
6. Make sure any drafting notes in the Licence have been deleted before the final execution copy of the Licence is prepared.
7. Try to limit any changes to the document but please ensure all items in Schedule 1 have been completed and that Special Conditions in Schedule 2 are amended as appropriate and that you adhere to the Principle Guidelines for Establishing a Community Lease or Licence Agreement.
8. Keep a consistent approach in referring to the name and description of each Community Facility.
9. If the Licensee owns the buildings on the Land the subject of the Licence or the Licensee is carrying out significant capital works then we recommend you seek legal advice to assist in the preparation of that Licence to ensure relevant covenants are inserted.
10. The draft Licence prepared by the Shire should be reviewed by a lawyer and a “legal sign off” provided before the Licence is executed.



Instructions and Special Conditions for Lease of Community Facility

Shire of Ashburton

[DRAFT DOCUMENT FOR DISCUSSION PURPOSES]

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Instructions and Special Conditions for Lease of Community Facility

Background

- A The Shire has the power to grant leases in respect of all or part of its Community Facilities to individuals and organisations most commonly pursuant to:
- (a) its general power of competence under the *Local Government Act 1995* (WA) as a body corporate which has the legal capacity of a natural person; and
 - (b) leasing powers in management orders granted by the Minister of Land under the *Land Administration Act 1997* (WA) empowering the Shire to lease managed reserves typically for terms up to 21 years for purposes consistent with the relevant reserve's purpose.
- B Determining whether to grant a lease or licence is an important consideration. The individual circumstances surrounding the Community Facility, the needs of the users of the relevant land and buildings, the duration of occupation and whether Shared Facilities are used or not guide whether a lease or a licence is appropriate.
- C Generally, a lease is appropriate if exclusive possession is granted to the Tenant for a fixed term particularly if the term is for a longer duration than 1 year. However, it will depend on the nature of the occupation and other surrounding circumstances as to whether a lease or licence should be granted.
- D The key elements of a lease include:
- (a) the grant of exclusive possession for a fixed period or term;
 - (b) the creation of an interest in the land which can be transferred to the lessee for the period of the lease;
 - (c) the ability to transfer (assign) the lease to another party; and
 - (d) that it is non revocable (other than subject to any specific conditions set out in the lease (e.g. a redevelopment clause)); and
 - (e) the right for the lessee to register a "subject to claim" caveat over the relevant title to protect their leasehold interest during the term of the lease.

Matters to be taken into account in preparing the Lease

- E When preparing the Lease of Community Facility, you must have regard to the Shire's policy – REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land) which may be varied from time to time. A copy of the current policy is attached as Schedule 1 of this document.
- F All leases must be prepared having regard to the Shire of Ashburton's Principle Guidelines for Establishing a Community Lease or Licence Agreement as identified in Schedule 2 of this document.

Instructions and Special Conditions for Lease of Community Facility

- G Depending on whether the Tenant is a company, incorporated association or individual, you must ensure the correct execution clause is inserted into the Lease in the space where marked. It should be noted that only not for profit community organisations can be granted a community lease under the Shire of Ashburton policy REC05. All other leases and licence agreements must be prepared under a commercial lease or licence arrangement. Example execution clauses are set out in Schedule 3 of this document.
- H When preparing the Lease of Community Facility, please also consider the tips set out in Schedule 4 of this document.

Special Conditions

1 Conditions Precedent

- 1.1 This Lease is subject to and expressly conditional on the following conditions precedent:
- 1.1.1 approval of the Western Australian Planning Commission approving this Lease, if such approval is required by Law ("**WAPC Approval Condition**");
 - 1.1.2 the Tenant obtaining all necessary approvals to undertake any works from all Relevant Authorities, including the prior consent of the Shire ("**Development Condition**").
- 1.2 The Parties acknowledge and agree that:
- 1.2.1 where relevant, the Parties will each use their best endeavours to satisfy the conditions precedent;
 - 1.2.2 the Tenant will bear all costs associated with satisfying the WAPC Approval Condition;
 - 1.2.3 the Tenant will bear all the costs associated with satisfying or attempting to satisfy the Development Conditions, including the application fees; and
 - 1.2.4 if any approval:
 - (i) is refused; or
 - (ii) granted subject to a condition that the Tenant in its reasonable opinion is unable to comply with, and the Tenant within 10 business days after being notified of the condition elects, by notice in writing to the Shire, to withdraw from this Lease;

then this Lease, except this clause 1, ceases to have effect and no party has any claim against the other party.

Instructions and Special Conditions for Lease of Community Facility

2 Common Use Facilities

- 2.1 The Tenant has the right to use the Common Areas and the Shared Facilities at the Land and Community Facility but is responsible for:
- 2.1.1 any damage caused to the Common Areas and the Shared Facilities by the Tenant or anyone under the Tenant's control; and
 - 2.1.2 if demanded by the Shire, a fair proportion of the costs to clean and provision any of the Shared Facilities.

Definitions

- 2.2 For the purposes of clause 2.1:
- 2.2.1 **"Common Area"** means those parts of the Land and buildings of the Shire which is necessary for the enjoyment and use of the Leased Premises and which is shared with other Occupiers;
 - 2.2.2 **"Shared Facilities"** means [insert description of any shared facilities such as the toilets on level 1 or the kitchenette and where necessary attach a plan showing the location of the shared facilities.]

3 Tenant's Buildings or Structures**Property in Works**

- 3.1 Despite any rule of law or equity to the contrary, title to and ownership of the Tenant's Buildings or Structures shall be the property of the Tenant regardless of their attachment or affixation to the Leased Premises and shall be a Tenant's fixture.

Comply with Laws

- 3.2 The Tenant's Building or Structures must comply with all Laws affecting the Tenant's Building or Structures.

Maintenance

- 3.3 The Tenant must:
- 3.3.1 maintain the Tenant's Buildings or Structures in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
 - 3.3.2 promptly repair any damage to the Tenant's Buildings or Structures;

Instructions and Special Conditions for Lease of Community Facility

- 3.3.3 keep the Tenant's Buildings or Structures clean and free from rubbish;
- 3.3.4 not do or omit to do anything which might cause the Tenant's Buildings or Structures to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- 3.3.5 organise and pay for annual pest control inspections, servicing of fire extinguishers, exit lights, security lights, fire hydrants, air conditioners and recertification of fall arrest systems that are located in the Tenant's Buildings or Structures.

Assumption of Risk by Tenant

- 3.4 The Parties expressly acknowledge and agree that:
 - 3.4.1 the Tenant's Buildings or Structures shall be at the risk of the Tenant in all respects; and
 - 3.4.2 the Tenant releases and discharges the Shire from all claims for loss of or damage to the Tenant's Buildings or Structures, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Tenant contained in or about the Tenant's Buildings or Structures and from any loss of profits resulting from such loss or damage.

Removal

- 3.5 The Shire acknowledges that the Tenant may remove any of the Tenant's Buildings or Structures installed at or on the Leased Premises by the Tenant in the Tenant's discretion during the Term and any extension thereof but in carrying out the removal the Tenant must:
 - 3.5.1 comply with all Laws and obtain all necessary authorisations, consents and permits;
 - 3.5.2 comply with the conditions of any necessary authorisation, consent or permits;
 - 3.5.3 make good any damage caused by the removal of the Tenant's Buildings or Structures to the Shire's satisfaction (acting reasonably) which may include re-sowing or re-planting the affected area.
- 3.6 Notwithstanding the Tenant's right to remove any of the Tenant's Buildings or Structures from the Leased Premises during the Term, the Tenant acknowledges that all of the Tenant's Buildings or Structures erected on the Leased Premises which remain on the Leased Premises at the end of the Term shall thereupon become the absolute property of the Shire without the Tenant being entitled to any payment or compensation in respect thereof.

Definitions

Instructions and Special Conditions for Lease of Community Facility

3.7 For the purposes of clause 0:

3.7.1 **“Tenant’s Building’s or Structures”** means [insert description and where necessary attach a plan showing the location of them.]

4 Trustee Provisions

4.1 If the Tenant has entered into this Lease in the capacity of trustee, whether or not the Shire has any notice of the trust, the Tenant:

- 4.1.1 is taken to enter into this Lease both as trustee and in the Tenant's personal capacity and acknowledges that the Tenant is personally liable for the performance of the Tenant's Obligations under this Lease;
- 4.1.2 will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Shire for any default by the Tenant;
- 4.1.3 will assign to the Shire any right of indemnity the Tenant has against the assets of the trust to the extent of the liability of the Tenant under this Lease; and
- 4.1.4 warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

5 Environmental Matters

Tenant’s Environmental Covenants

5.1 The Tenant must:

- 5.1.1 comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Tenant to carry out the Authorised Use on the Leased Premises;
- 5.1.2 take all practicable precautions to ensure that no Contamination of the Leased Premises or the Environment in the vicinity of the Leased Premises occurs;
- 5.1.3 not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the Relevant Authority;
- 5.1.4 immediately notify the Shire if:
 - (i) a Contamination Event occurs on the Leased Premises; or
 - (ii) an Environmental Notice is served on the Tenant;

Instructions and Special Conditions for Lease of Community Facility

- 5.1.5 if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Tenant, promptly take all usual and reasonable actions at the Tenant's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
- 5.1.6 at the Tenant's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Tenant's occupation or use of the Leased Premises, whether the notice is served on the Shire or the Tenant;
- 5.1.7 allow the Shire and its employees and contractors:
 - (i) after receiving reasonable notice from the Shire, access to the Leased Premises to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Leased Premises to conduct an inspection following a Contamination Event; and
- 5.1.8 pay the reasonable costs of any reputable environmental consultant appointed by the Shire to undertake an inspection from time to time of the Leased Premises to verify the Tenant's compliance with this clause 5.

Remediate Contamination

- 5.2 Without limiting the Tenant's obligation under clause 5.1.5, the Tenant must ensure that at the expiration of the Term it has Remediated any Contamination of the Leased Premises or any land in the vicinity of the Leased Premises caused by the Tenant, to the absolute satisfaction of the Shire.
- 5.3 Subject to clause 5.6, not later than six months before the expiration of the Term, the Tenant must arrange for a reputable environment consultant approved by the Shire (whose approval must not be unreasonably withheld) to:
 - 5.3.1 Carry out an investigation of Contamination at the Leased Premises;
 - 5.3.2 prepare a report with respect to any (if any) Contamination at the Leased Premises; and
 - 5.3.3 prepare a Remediation Notice (if applicable).
- 5.4 Subject to clause 5.5, the Tenant must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Shire, and at the Tenant's sole cost.
- 5.5 The Tenant is under no obligation to carry out remedial works in respect of Contamination of the Leased Premises shown to exist at the Commencement Date, except to the extent that the Tenant has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.

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- 5.6 If this Lease is terminated by the Shire prior to the expiration of the Term, the Shire may:
- 5.6.1 arrange for the investigation of Contamination referred to in clause 5.2 and for the preparation of a Remediation Notice (if applicable); and
 - 5.6.2 carry out the works specified in the Remediation Notice, at the Tenant's expense, and the Tenant will indemnify the Shire under Clause 5.8.
- 5.7 For the avoidance of doubt, this clause is for the benefit of the Shire and can only be waived by the Shire.

Environmental Indemnity

- 5.8 Without limiting any other provision of this Lease, the Tenant indemnifies the Shire and the Shire's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Shire is or may become liable in respect of or arising from the Tenant's breach of any of the Tenant's Environmental Covenants.
- 5.9 Without limiting clause 5.8, in the event that the Tenant fails to promptly comply with its obligations under clauses 5.1.5, 5.1.6, 5.2, 5.3 or 5.4 the Shire shall be at liberty to carry out all of the said obligations at the cost of the Tenant, which cost shall be recoverable from the Tenant on demand.

Event of Default and Essential Term

- 5.10 For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 5 is an Event of Default and a breach of an essential term of the Lease.

Definitions

- 5.11 In this clause 5:
- 5.12 "**Contamination**" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
- 5.12.1 makes or may make such land or the surrounding Environment:
 - (i) unsafe or unfit for habitation or occupation by persons or animals;
 - (ii) environmentally degraded; or
 - (iii) not comply with any Environmental Law; or
 - 5.12.2 otherwise gives rise to a risk or possible risk of harm to human health or the Environment;

Instructions and Special Conditions for Lease of Community Facility

- 5.13 **“Contamination Event”** means any incident originating on the Leased Premises involving:
- 5.13.1 any Contamination or likely Contamination of the Leased Premises, or the Environment in the vicinity of the Leased Premises; or
 - 5.13.2 the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;
- 5.14 **“Environment”** means all components of the earth, including:
- 5.14.1 land, air and water;
 - 5.14.2 any layer of the atmosphere;
 - 5.14.3 any organic or inorganic matter and any living organism including humans;
 - 5.14.4 human made or modified structures and areas;
 - 5.14.5 the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
 - 5.14.6 ecosystems with any combinations of the above;
- 5.15 **“Environmental Law”** means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
- 5.15.1 the carrying out of uses, works or development or the subdivision of land;
 - 5.15.2 emissions of substances into the atmosphere, waters and land;
 - 5.15.3 pollution and contamination of the atmosphere, waters and land;
 - 5.15.4 production, use, handling, storage, transportation and disposal of:
 - (i) Waste;
 - (ii) Hazardous Materials; and
 - (iii) dangerous goods
 - 5.15.5 conservation, heritage and natural resources;
 - 5.15.6 threatened and endangered and other flora and fauna species;
 - 5.15.7 the erection and use of structures; and
 - 5.15.8 the health and safety of people,
 - 5.15.9 whether made or in force before or after the date of this Lease;

Instructions and Special Conditions for Lease of Community Facility

- 5.16 **“Environmental Notice”** means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Leased Premises or its use from any Government Authority in connection with any Environmental Law;
- 5.17 **“Government Authority”** means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable Laws;
- 5.18 **“Hazardous Material”** means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;
- 5.19 **“Tenant’s Environmental Covenants”** means the Tenant’s obligations under clause 5.1, together and each of them separately;
- 5.20 **“Remediation”** includes the investigation, cleanup, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and “Remediated” and “Remediate” has a corresponding meaning;
- 5.21 **“Remediation Notice”** means a statement of the works necessary to remediate any Contamination at the Leased Premises or the surrounding Environment to an appropriate standard;
- 5.22 **“Waste”** means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
- 5.22.1 it is intentionally discarded;
 - 5.22.2 it has a value or use; or
 - 5.22.3 it is intended for sale, recycling, reprocessing, recovery or purification.

6 Guarantee and indemnity

- 6.1 In consideration of the Shire, at the request of the Guarantor, agreeing to enter into this Lease with the Tenant, the Guarantor:
- 6.1.1 guarantees to the Shire the due and punctual observance and performance of the Tenant's Obligations; and
 - 6.1.2 indemnifies and keeps indemnified the Shire against all losses, expenses, claims, and damages incurred or reasonably expected to be incurred by the Shire by reason of any breach of the Tenant's Obligations.
- 6.2 The Guarantor's obligations under this Lease are an irrevocable and continuing guarantee and indemnity, and the Guarantor will not be wholly or partially released

Instructions and Special Conditions for Lease of Community Facility

from the obligations of this clause 6 by any matter or thing, including without limitation:

- 6.2.1 the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor or any of them;
 - 6.2.2 the death, insolvency, bankruptcy, liquidation or mental incapacity of the Tenant;
 - 6.2.3 the avoidance of any payment by the Tenant or the Guarantor to the Shire;
 - 6.2.4 the payment of money to the Shire by any person;
 - 6.2.5 the performance, observance, non-performance or non-observation of any of the Tenant's Obligations;
 - 6.2.6 the granting of time or other indulgence or consideration by the Shire to any person;
 - 6.2.7 the Shire failing or neglecting to exercise any of the Shire's rights under this Lease;
 - 6.2.8 any act, omission, laches or default on the part of the Shire which would affect the liability of any person to the Shire but for this provision; or
 - 6.2.9 any act or omission of the Shire which results, or might result, in prejudice to a Guarantor or any of them.
- 6.3 This Lease is enforceable against the Guarantor and the Guarantor is liable under this Lease notwithstanding any claims that the Shire is estopped from enforcing any term of this Lease, or that the Tenant has any other defence against an action by the Shire to enforce any term of this Lease, and binds the Guarantor until the Tenant is released from its obligations under this Lease.
- 6.4 The Guarantor's obligations under this Lease are principal obligations and are not ancillary or collateral to any other obligation or instrument.
- 6.5 If the Shire is unable to recover from any person any money owing under this Lease, or to enforce a remedy for any other breach of the Tenant's Obligations, the Guarantor also agrees to pay the Shire on demand the loss, damage, costs and expenses suffered or incurred by the Shire in respect of the breach of those covenants and the other provisions of this Lease apply as far as is possible to the indemnity conferred on the Shire by this clause.
- 6.6 This guarantee and indemnity:
- 6.6.1 continues until the Tenant has performed all the Tenant's Obligations and while the Tenant occupies or is entitled to occupy the Leased Premises in any manner whatever;

Instructions and Special Conditions for Lease of Community Facility

- 6.6.2 extends to the obligations of any assignee of the Tenant's interest under this Lease and of any sub-Tenant;
 - 6.6.3 extends to all extensions of this Lease and any new lease of the Leased Premises granted to the Tenant or an assignee of the Tenant's interest under this Lease or any sub-tenant; and
 - 6.6.4 extends to claims by the Shire for any liability arising from the repudiation of this Lease and any default under this Lease by the Tenant, and any action taken by the Shire as a result of a default including the Shire re-entering the Leased Premises or terminating this Lease.
- 6.7 The Guarantor may not, without the Shire's consent:
- 6.7.1 raise a set-off or counterclaim available to the Guarantor against the Tenant in reduction of the Guarantor's liability under this clause;
 - 6.7.2 prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Tenant until the Shire has received 100 cents in the dollar in respect of the money owing by the Tenant under this Lease and the Guarantor holds in trust for the Shire any such proof or claim or any dividend received by the Guarantor from such proof or claim; or
 - 6.7.3 claim to be entitled to the benefit of any other security held by the Shire in connection with this Lease, whether because of the rules of contribution, indemnity, subrogation, marshalling or for any other reason.
- 6.8 If a payment to the Shire in connection with this Lease is void or voidable under Laws relating to insolvency or protection of creditors the Shire remains entitled to the rights against the Guarantor which the Shire had under this clause before that payment was made.
- 6.9 The Guarantor acknowledges that the parties intend that the Lease may not be registered pursuant to the *Transfer of Land Act 1893* (WA).
- 6.10 The Guarantor hereby warrants to the Shire that where the Tenant has executed or shall execute this Lease pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("**Instrument**") the Tenant has done or prior to executing this Lease shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Guarantor hereby agrees unconditionally that he shall indemnify and keep indemnified the Shire from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably expected to be incurred by the Shire from or out of the breach of any of the warranties contained in this clause 6.10.
- 6.11 The Shire may assign the rights under, and the benefit of, the obligations of the Guarantor under this Lease.

7 Tenant's Works

Tenant's Development Covenants

7.1 The Tenant must:

- 7.1.1 carry out and execute the Tenant's Works in accordance with the Works Conditions; and
- 7.1.2 not make any alterations to the plans or specifications or include, construct or erect any works on the Leased Premises which have not been previously approved in writing by the Shire without:
 - (i) the prior written consent of the Shire which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Shire except that the Shire shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority; and
 - (ii) if applicable, the prior approval of any Relevant Authority.

Access to the Leased Premises

- 7.2 The Tenant is entitled to take possession of the Leased Premises and to enter upon the Leased Premises and commence the Tenant's Works from and including the Commencement Date provided:
 - 7.2.1 this Lease has been executed by the Tenant, the Shire and the Guarantor (if applicable) and all other consenting parties;
 - 7.2.2 the Conditions Precedents have been satisfied; and
 - 7.2.3 the Tenant has delivered to the Shire the Bank Guarantee (if any).
- 7.3 For the avoidance of doubt, the Tenant is obliged to pay full Rent and all other money payable under the Lease from the Commencement Date regardless of whether the Tenant has commenced or completed the Tenant's Works or whether the Tenant can operate the Authorised Use from the Leased Premises.
- 7.4 Notwithstanding clause 7.2, should the Tenant commence the Tenant's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Shire's prior consent, the Tenant does so at its own risk and shall have no claim against the Shire in the event that any of the Conditions Precedent are thereafter not satisfied.

Facilities for Tenant's Contractors

- 7.5 The Tenant and the Tenant's contractors must provide and, as necessary, negotiate with the Shire for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Tenant or its contractors may

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require, and must pay to the Shire on demand any expenses which the Shire may thereby incur.

Tenant Responsible for Damage

- 7.6 The Tenant shall, at the option of the Shire, either repair and make good any damage which may be caused to the Leased Premises or any part thereof as a result of the construction, erection or installation of the Tenant's Works, to the satisfaction of the Shire or alternatively, shall reimburse on demand the Shire for all the costs incurred by the Shire in having such damage made good by the Shire's own contractors.

Tenant's Insurance

- 7.7 Prior to the commencement of the Tenant's Works (or any associated or incidental works on the Leased Premises), the Tenant must have complied with the terms of this Lease in respect of insurance policies.
- 7.8 For the avoidance of doubt and notwithstanding or limiting any other provision of this Lease, the Tenant must, prior to the commencement of any Tenant's Works or associated or incidental works on the Leased Premises:
- 7.8.1 insure against and ensure that all of its contractors engaged in carrying out the Tenant's Works, throughout the Tenant's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any Laws relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Tenant's Works and shall also insure for the Tenant's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Shire; and
 - 7.8.2 insures the Tenant's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Tenant's Works.

Assumption of Risk by Tenant

- 7.9 The Parties expressly acknowledge and agree that:
- 7.9.1 the construction of all of Tenant's Works (whether undertaken by the Tenant or the Shire or any contractor on behalf of or at the direction of either the Tenant or the Shire) shall be at the risk of the Tenant in all respects;
 - 7.9.2 the Tenant bears the risk of:
 - (i) the Tenant's Works;
 - (ii) all Works Equipment; and
 - (iii) all unfixed goods and materials used or to be used in carrying out the Tenant's Works, including anything provided by the Shire to

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the Tenant or brought onto the Leased Premises by any contractor; and

- 7.9.3 the Tenant releases and discharges the Shire from all claims for loss of or damage to the Leased Premises, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Tenant contained in or about the Leased Premises for the purpose of the Tenant's Works and from any loss of profits resulting from such loss or damage.

Property in Works

- 7.10 Despite any rule of law or equity to the contrary, title to and ownership of the Tenant's Works shall be the property of the Tenant regardless of their attachment or affixation to the Leased Premises, and shall be a Tenant's Fixture, unless re-classified as a Shire's Fixture in accordance with this Lease.

Default

- 7.11 For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 7 is an Event of Default and a breach of an essential term of the Lease ("**Development Default**").
- 7.12 Without prejudice to any other rights or remedies available to the Shire, if the Shire terminates this Lease on the occurrence of a Development Default:
- 7.12.1 the Tenant shall, unless otherwise directed by the Shire, within 60 days from the date upon which the Shire terminates the Lease remove from the Leased Premises the Tenant's Works in compliance with the Works Conditions and make good the Leased Premises to the satisfaction of the Shire;
- 7.12.2 the termination of the Lease shall be without prejudice to the obligations of the Tenant to pay the Shire any moneys which shall be due and owing as at the date on which the Shire terminates the Lease; and
- 7.12.3 the Tenant shall pay to the Shire on demand all costs and expenses incurred by the Shire as a consequence of the Tenant's Development Default and in the exercise of the rights of the Shire under this clause 7.12.
- 7.13 Until the Leased Premises are restored in accordance with the Lease (whether by the Tenant or the Shire) or until the Shire elects to take the absolute property in the Tenant's property (which includes the Tenant's fixtures) left after termination, the Tenant shall continue to pay the Rent and all other payments pursuant to this Lease as if the Tenant were holding over in the Leased Premises.

Indemnity

- 7.14 Without limiting the generality of any other provision of this Lease, the Tenant indemnifies the Shire and the Shire's employees against all claims, demands, loss, damage, costs and expenses of every description which the Shire may suffer or incur

Instructions and Special Conditions for Lease of Community Facility

in connection with or arising directly or indirectly from the Tenant's entry upon and occupation of the Leased Premises for the purpose of the Tenant's Works or the construction, installation or carrying out the Tenant's Works (whether undertaken by the Tenant or the Shire or any contractor on behalf of or at the direction of either the Tenant or the Shire).

Definitions

7.15 For the purpose of this clause 7:

- 7.15.1 **"Tenant's Works"** means the works detailed on the plans and specifications, a copy of which is attached to this Lease;
- 7.15.2 **"Tenant's Works Period"** means the period from which the Tenant's Works commence until to the date that all Tenant's Works have been completed; and
- 7.15.3 **"Works Equipment"** means those things used, or work undertaken by the Tenant or its contractors to construct the Tenant's Works but which will not form part of the Tenant's Works.

8 Liquor licensing

Transfer and Removal of Liquor Licence

8.1 The Tenant shall not:

- 8.1.1 remove or attempt to remove the Liquor Licence from the Leased Premises;
- 8.1.2 transfer or attempt to transfer the Liquor Licence to a third person, without the prior consent of the Shire which shall not be unreasonably withheld;
- 8.1.3 alter or redefine or attempt to alter or redefine that part of the Leased Premises to which the Liquor Licence attaches; or
- 8.1.4 attempt to charge the Liquor Licence.

Transfer on Termination

- 8.2 On the end or earlier termination of this Lease the Tenant shall in consideration of the sum of \$1.00 to be paid by the Shire to the Tenant transfer and assign the Liquor Licence to the Shire or its nominee and for such purposes the Tenant shall sign all documents, forms and transfers and provide all information as may be required by the Shire in order to effect such transfer and assignment.
- 8.3 The Tenant acknowledges and agrees that upon the termination of this Lease the Shire shall not be obliged to pay any compensation or other payment to the Tenant in respect of any loss of goodwill attributed to the Tenant's business.

Incapacity of Manager

Instructions and Special Conditions for Lease of Community Facility

- 8.4 If the Tenant is a corporation and its manager holding the Liquor Licence shall die or be declared or become a patient or incapable person within the meaning of the *Mental Health Act 1996* (WA) then the Tenant will cause some respectable, responsible and suitable person acceptable to the Director of Liquor Licensing to be appointed as replacement manager within 1 calendar month after the date of death or becoming an patient or incapable person as aforesaid.

Requirements of the Tenant

- 8.5 The Tenant shall:

- 8.5.1 comply with all orders and directions of any Relevant Authority relating to the Liquor Licence or the Leased Premises;
- 8.5.2 at all times during the Term faithfully observe and perform and ensure the observance and performance with respect to the Leased Premises all laws and regulations now or hereafter to be in force relating to the Tenant and shall in every manner faithfully observe and ensure the observance of all such laws and will at all times during the Term so manage and control or cause to be managed and controlled the Leased Premises such that neither the Tenant for the time being of the licensed portions of the Leased Premises or of any part thereof shall do, omit, permit or suffer anything which may offend against such laws and regulations or whereby the Liquor Licence may be or become liable to be forfeited or the renewal thereof refused or withheld or whereby the Liquor Licence or the goodwill or trade of the Leased Premises may be prejudicially affected;
- 8.5.3 at all times maintain the Tenant's Name in good standing and properly registered and shall renew the Tenant's Name as and when required;
- 8.5.4 at all times during the Term as extended or renewed whenever requested by the Shire produce to the Shire or the Licensing Court the Liquor Licence;
- 8.5.5 pay punctually and discharge all present and future licence and permit fees, excess licence and permit fees, monies payable in respect of or to obtain a licence or permit, renewal, transfer of licence and all fees payable pursuant to the Liquor Act in respect of or relating to the Leased Premises or the Tenant's business carried on at the Leased Premises;
- 8.5.6 not add to, remove, nor alter in any manner the beer taps, bar plumbing or any plumbing appliance relating to the reticulation of beverages at the Leased Premises without the prior written permission of the Shire, which permission will not be unreasonably withheld where the same results in an improvement to the Leased Premises;
- 8.5.7 carry on and conduct the Tenant's business for the Authorised Use with due diligence and in a proper, efficient and business-like manner having regard to the customary requirements of those persons for whom the Tenant would ordinarily be expected to derive its patronage and in any event strictly in

Instructions and Special Conditions for Lease of Community Facility

accordance with all statutory requirements and in particular (but without limiting the generality of the foregoing) the Tenant shall:

- (i) keep the Leased Premises open for business at least during the hours required by law and otherwise during the regular customary days and hours for such type of business in the area which the Leased Premises are located;
- (ii) conduct and operate the Tenant's business-like in a proper and business-like manner and fully equipped and not do or permit to be done any illegal or immoral acts (other than those lawfully permitted from time to time);
- (iii) keep and maintain all rooms furnished in an appropriate manner;
- (iv) keep and maintain in and about the Leased Premises such chattels and goods as are necessary to carry on the Tenant's business in a proper and efficient manner including (but not limited to) all necessary furniture, bedding, cutlery, glasses, plates, kitchen equipment and utensils;
- (v) apply for renewal of and keep in force all licences and permits required under the Liquor Act or otherwise for the carrying on of the Tenant's business conducted by the Tenant in or upon the Leased Premises;
- (vi) keep and maintain the Leased Premises adequately stocked with food, beverages and the usual stock in trade;
- (vii) duly and punctually pay all excise duty, licence fees and charges and the expiration or sooner determination of the Term or upon transferring the same or the Liquor Licence of the Leased Premises to any permitted person the Tenant shall pay all duty, licence fees and charges which shall then be owing by the Tenant;
- (viii) manage and control the Leased Premises and the Tenant's business conducted from the Leased Premises or cause the same to be managed and controlled to the reasonable satisfaction of the Shire and so that the Liquor Licence may not be or become liable to be forfeited or the renewal thereof refused or withheld or whereby the Liquor Licence or the goodwill of the Tenant's business may be prejudicially affected by the conduct; and
- (ix) comply in all respects with the provisions of the Liquor Act and the terms of the Liquor Licence.

Instructions and Special Conditions for Lease of Community Facility

- 8.5.8 on 30 September in each year of this Lease, the Tenant shall provide to the Shire the financial accounts for the Tenant's business, if requested by the Shire, and within 30 days of a request from the Shire.

Power of Attorney

- 8.6 Without affecting the Tenant's Obligations:

- 8.6.1 every application pursuant to the Liquor Act or any proper authority for any liquor licence or transfer of the Liquor Licence will, if so required by the Shire, be made by the Shire's solicitors;
- 8.6.2 in consideration of the Shire granting the Tenant's Rights, the Tenant irrevocably appoints the Shire and every officer of the Shire as defined by the *Corporations Act 2001* (Cth) to be the attorney of the Tenant, as the act, in the name, and on behalf, of the Tenant:
- 8.6.3 to complete, sign and lodge with the Relevant Authority responsible, all forms, applications and notices necessary or desirable to keep the Liquor Licence in full force and effect, to apply for, obtain and accept a liquor licence, and at the expiration of the Term, to apply for a transfer of the Liquor Licence to the Shire or a person nominated by the Shire;
- 8.6.4 to appear either in person or by agent, solicitor or counsel and to do all acts, sign, give, fix up and publish all applications and notices in connection with the matters referred to in clause 9.6.3; and
- 8.6.5 to inspect the records of the Relevant Authority responsible relating to the Tenant's business or the Leased Premises;

and the Tenant:

- 8.6.6 undertakes to ratify all that the attorney does or causes to be done under this clause; and
- 8.6.7 indemnifies the Shire in respect of any loss arising from any act done under this clause, and the Shire's costs and expenses of and incidental to the carrying out of any act or thing referred to in this clause.

Definitions

- 8.7 In this clause 8

- 8.7.1 **"Director of Liquor Licensing"** means the Director of Liquor Licensing appointed pursuant to the Liquor Act or such other person who exercises those powers from time to time
- 8.7.2 **"Liquor Licence"** means all licences, permits and authorities available under the Liquor Act;
- 8.7.3 **"Liquor Act"** means the *Liquor Control Act 1988* (WA).

Instructions and Special Conditions for Lease of Community Facility

Instructions and Special Conditions for Lease of Community Facility

Schedule 1 – Shire’s policy**REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land)**

Schedule 2 – Principle Guidelines for Establishing a Community Lease or Licence Agreement

1. Lease or licence agreements are not to be created for general hire of a facility (for example, utilising a venue in the Shire of Ashburton's annual fees and charges on a weekly basis for 6 hours per week). Lease and licence agreements will only be granted for reserves, ovals, courts, rooms and venues which are not in the annual fees and charges set by Council. This means that if the facility or room is listed in the fees and charges under a hourly rate, a community group cannot request that the usage of that facility or room be set up under a lease or licence agreement. They are required to pay the hourly rate.
2. Only community and sporting groups as defined in Policy REC05 will be granted a community lease or licence agreement.
3. Storage rooms will be provided to users under a lease or licence agreement as per Policy REC05 and in the majority of cases, community groups will have sole use of the room. However, several organisations can be permitted to share a storage room under a separate non-exclusive licence agreement. Any rooms which the Shire of Ashburton also stores equipment or has deemed a communal storage area will be available free of charge.
4. Power for the Shire of Ashburton to sub lease Crown Land is granted for the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject to the approval in writing from the Minister of the Department of Lands being first obtained for each and every lease or assignment of lease, pursuant to the provisions of Section 18 of the *Land Administration Act 1997* (WA).
5. Organisations may not assign or sublet the premises without the Shire's consent (as landlord and licensor).
6. Where the property is subject to the *Land Administration Act 1997* (WA), approval of the Minister is required whether the lease or licence is a renewal or relates to a new application.
7. Any sporting club or community groups unable to meet the financial requirements of the lease or licence agreement may, if they meet certain requirements, apply to Council for a donation under REC08 – Community Donations, Grants and Funding Policy.
8. All newly established, varied and renewal lease and licence agreements of Shire assets or facilities that are valued up to \$100,000.00 must be signed by the Chief Executive Officer under delegated authority (DA06-8). Lease and licence agreements over this amount must be made by resolution of Council.
9. Once an agreement is formalised, the annual rent or licence fee amount is to be included in the list of Standing Invoices produced by the Shire of Ashburton's

Instructions and Special Conditions for Lease of Community Facility

Community Development Facilities team and a copy of the lease or licence agreement is to be kept on file.

10. All lease and licence agreements within or on a Shire facility or building are to be under the Shire of Ashburton key and locking system. The Shire of Ashburton is to provide 3 sets of keys per facility. A bond of \$100.00 will be required to be paid by the community group for each key. Facilities which are separate to a Shire building may be locked under the group's own key system. The group **MUST** provide the Shire with a key to all areas of the facility. The Shire must be provided with replacement keys when locks change at any premises. The Shire does not require keys to buildings which are not Shire owned such as some buildings located on reserves. The terms of the lease may need to be modified to take into account the specific circumstances regarding keys on a case by case basis.
11. Regular 3 month routine inspections must be carried out by the Shire of Ashburton of all leased and licenced premises. Any group not complying with the conditions and covenants of the lease or licence agreement may have the lease or licence agreement terminated.
12. Lease or licenced premises can be utilised for other activities outside of the "authorised use" described in the lease or licence agreement however such use must first be approved in writing by the Shire of Ashburton.
13. All community groups must comply with all liquor licencing laws and must obtain a liquor permit from the Shire of Ashburton to consume alcohol in the facility, building or land unless the club has been granted and holds a current liquor licence under the *Liquor Control Act 1988 (WA)*. Liquor can only be consumed in accordance with Policy REC01 - Consumption of Alcohol – Public Reserves.
14. All facilities, buildings or land in a lease or licence agreement remain the property of the Shire of Ashburton unless otherwise identified in the lease or licence agreement.
15. Any modifications or structures constructed on/in Shire facilities, buildings or land are to be approved in writing, in advance and before construction by the Shire of Ashburton and meet the Building Code of Australia (**BCA**) and all other relevant legislation including, without limitation:
 - (a) if buildings contain asbestos any removal or works required must be undertaken by a contractor properly licensed to undertake that work and therefore club volunteers cannot undertake this work unless they hold all necessary licenses; and
 - (b) if any approved works exceed \$20,000, then those works must be undertaken by a registered builder under the *Building Act 2011 (WA)*. All such works must comply with the BCA and all other relevant legislation and therefore club volunteers cannot undertake this work unless they are a registered builder.
16. All facilities and structures (assets owned by community groups) must comply with the BCA and other relevant legislation and any other regulatory requirements even if

Instructions and Special Conditions for Lease of Community Facility

the structures have been on the site for several or more years. Without prejudice to the Shire's rights at law and under the lease or licence, it is broadly the intention of the Shire to grant community groups 3 months to obtain approval and amend any non-compliant modifications or structures that have been erected without Shire approval. Failure to address or remedy any such breach (including any breach of environmental, building, health or other legislative or regulatory requirements) to the Shire's satisfaction will be assessed on a case by case basis and may result in the termination of the lease or licence agreement.

17. If facilities or structures are owned by community groups, the relevant special condition regarding Tenant's Buildings or Structures MUST be inserted into the lease document (and modified as necessary). In particular, careful consideration should be given to the arrangements on termination of the lease. The special condition provides for ownership to pass to the Shire without any payment of compensation and this may need to be changed. This is unlikely to apply to a licence agreement.
18. Community Groups are required to pay annual fees and charges for wheelie bins and 1100 litre bins to be emptied as per the Shire of Ashburton's fees and charges. A community rate has been created to assist groups with this fee.
19. Any community group with a commercial kitchen must pay an annual food surveillance fee. A community rate is set out in the annual fees and charges.
20. All community or sporting groups operating under a lease or licence agreement must provide evidence of current public liability insurance to a minimum value of \$10,000,000.00. The Shire of Ashburton may deem it appropriate to request a higher amount if a community group undertakes activities associated with a higher risk.
21. In addition to public risk insurance, all community and sporting groups operating under a lease or licence agreement may also be required to effect contents insurance and voluntary workers insurance and provide such evidence to the Shire. Workers compensation insurance will be required if the group has any paid staff. If applicable, notice must be given to the tenant or licensee to effect these additional insurance policies.
22. The term of the lease or licence shall be for up to five years, with an option for up to a further five years.
23. A community or sporting group under a lease or licence agreement must provide the Shire of Ashburton with a copy of the minutes from their Annual General Meeting (AGM), a financial statement report and updated contact details for the President, Vice President, Secretary and Treasurer at the beginning of each financial year or at the commencement of the lease or licence agreement.
24. Without prejudice to the Shire's rights under the lease or licence agreement, it is broadly the intention of the Shire to require any group which breach the requirements of the lease or licence agreement to remedy the relevant default as soon as reasonably practicable and in any event no later than 3 months after the date the Shire requests them to do so. Failure to address a breach of the lease or licence agreement will be assessed on a case by case basis and may result in termination of

Instructions and Special Conditions for Lease of Community Facility

the lease or licence. Donations as approved by Council in each financial year budget may be provided to assist groups to comply with certain community's group obligations under the lease and licence agreements at the discretion of Shire of Ashburton's officers. Budgetary contributions to groups will be the decision of Council on a year by year basis and may not always be available.

25. The Shire of Ashburton will organise and undertake annual pest control requirements, servicing of fire extinguisher, exit lights, security lights, fire hydrants, air conditioners and recertification of fall arrest systems.
26. If the community group is leasing or has been granted a licence of the whole of the Shire's asset or facility, the Shire of Ashburton is not responsible for gardening and associated works or cleaning and tidying of the premises. This is the responsibility of the community group. General maintenance will be undertaken as determined by the Shire of Ashburton and in line with the Shire's obligations under the lease or licence Agreement.
27. "Live-in" caretakers are not to be permitted on or in any reserve, building or facility in any lease or licence agreement. Where the lease or licence has been established for the purpose of an activity whereby livestock or wildlife is kept on the premises a live in caretaker may be approved. This does not include pets such as dogs and cats. All caretaker dwellings must comply with the Shire of Ashburton Town Planning Scheme No. 7 (TPS7).
28. Where a sub meter is installed or the group has sole use of the facility all utilities (water, electricity or gas) must be paid for by the community group. Rates are not to be on charged to the group as the Shire of Ashburton is responsible for payment of rates.

Instructions and Special Conditions for Lease of Community Facility

Schedule 3 – Execution clauses**Example execution clauses****[Use this clause if the Tenant is a company with no common seal]**

EXECUTED for and on behalf of)
PTY LTD)
(ACN)) Director
 by authority of its Directors in)
 accordance with section 127 of the)
 Corporations Act) Director/Secretary

EXECUTED for and on behalf of)
PTY LTD)
(ACN))
 by authority of its sole Director/)
 Secretary in accordance with)
 section 127 of the Corporations Act) Sole Director/Secretary

[Use this clause if the Tenant is a company with common seal]

THE COMMON SEAL of)
PTY LTD)
(ACN))
 was hereunto affixed by authority)
 of its sole Director/Secretary in)
 accordance with its Constitution in)
 the presence of:)

 Sole Director/Secretary

THE COMMON SEAL of)
PTY LTD)
(ACN))
 was hereunto affixed in accordance)
 with its Constitution in the presence of:)

 Director

 Director/Secretary

Instructions and Special Conditions for Lease of Community Facility

[Use this clause if the Tenant is an individual]

EXECUTED by)
)
 in the presence of:)

Witness Signature:

Witness Address:

Witness Address:

Witness Occupation:

[Use this clause if the Tenant executes by an attorney]

EXECUTED by)
)
 by their attorney)
)
 in the presence of:)

Witness Signature:

Witness Address:

Witness Address:

Witness Occupation:

[Use this clause if the Tenant is an incorporated association]

THE COMMON SEAL of)
INC)
)
 was hereunto affixed in accordance)
 with its Constitution in the presence of:)

 Authorised Officer

 Authorised Officer

Schedule 4 – Tips to consider when preparing the Lease

Points to consider

1. Always ensure you check the certificate of title and management order (if applicable) to identify whether there are any restrictions to the grant of the Lease.
2. Make sure the Tenant is a legal entity and that the name of the Tenant is accurately defined. For example, if the Tenant is a company, check the ASIC website and obtain a copy of the certificate of incorporation to ensure that the full name and details of the Tenant are accurate.
3. The Leased Premises and Shared Facilities (where relevant) should be clearly delineated and marked on a plan attached to the Lease. Make sure the Shared Facilities are clearly labelled to avoid any confusion as to whether the Shared Facilities form part of the Leased Premises or not.
4. Ascertain the outgoings payable in respect of the relevant Community Facility and ensure that any additional outgoings payable in the table set out in the Special Conditions.
5. Always double check any cross-referencing throughout the document, particularly if you have deleted clauses in the Lease or included an additional Special Condition.
6. Make sure any drafting notes in the Lease have been deleted before the final execution copy of the Lease is prepared.
7. Try to limit any changes to the document but please ensure all items in Schedule 1 have been completed, the Special Conditions in Schedule 2 are amended as appropriate and that you adhere to the Principle Guidelines for Establishing a Community Lease or Licence Agreement.
8. Keep a consistent approach in referring to the name and description of each Community Facility.
9. If the Tenant owns the buildings on the Land to be leased to the Tenant or the Tenant is carrying out significant capital works then we recommend you seek legal advice to assist in the preparation of that Lease to ensure relevant covenants are inserted.
10. The draft Lease prepared by the Shire should be reviewed by a lawyer and a “legal sign off” provided before the Lease executed.

Instructions and Special Conditions for Lease of Community Facility

DA06-8

LEASE AGREEMENTS INCLUDING USER AND LICENCE AGREEMENTS

Function to be performed: <i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].</i>	That authority be delegated to the Chief Executive Officer to establish and renew and vary existing Lease Agreements including User and Licence Agreements for properties that are under the care, control and Management of the Shire of Ashburton.
Legislative Power or duty delegated:	Section 3.58 Local Government Act 1995, Disposing of Property Section 6.26 of the Local Government (Functions and General) Regulations 1996 regulation 30
Legislative power to delegate	Section 5.44, Local Government Act 1995
Policy	REC05 Community Lease and Licence Agreements of the Shire Assets (Facilities, Buildings and Land)
Delegation to:	Chief Executive Officer
Delegation:	The authorisation is given for the establishment, renewal and variation of User and Licence Agreements, Commercial Lease Agreements and Community Lease Agreements limited to: <ul style="list-style-type: none"> • Each agreement not exceeding a total value of \$100,000 per annum; and • Multi-year contracts not exceeding a total value of \$1,000,000.
Conditions and Exceptions:	Complies with Council Policy REC05 Community Lease and Licence Agreements of the Shire Assets (Facilities, Buildings and Land) Compliance with Local Government Act 1995 s. 3.58(d), s. 6.26 and Local Government (Functions and General) Regulations 1996 r. 30(2)(b).
Chief Executive Officer delegates to:	Nil
Delegation delegated by the CEO	Nil
Reporting Requirements:	Details of outcomes must be recorded in the Lease Register and appropriate record to meet legislative requirements. <i>Financial Interest Returns Required - Yes</i>
Details of Review:	17 December 2014



Policy No: CORP_GOV FIN16

Policy Name: GRV Rating of Improvements on Mining Tenements and Petroleum Licence Sites Policy

File No: FIN
FI.RA.12

Policy Purpose: The purpose of the policy is to establish guidelines for the Gross Rental Valuation (GRV) rating of Worker Accommodation Facilities (WAF) and other selected capital improvements on mining tenements and petroleum licences, in a manner that is fair, equitable, and transparent, and in a manner which optimizes community benefit.

Principles / Framework: Shire of Ashburton 10 Year Community Strategic Plan 2012 – 2022
Goal 5 Inspiring Governance Objective 01 Custodianship

Application: Finance Staff

Statutory Environment Sections 6.26 to 6.31 of the Local Government Act 1995

Minute Number: 11282

Approval Date: Ordinary Meeting of Council 19 September 2012

Background

The *Local Government Act 1995* enables local government to apply gross rental value as the basis for rating on a portion of land, which has a "relevant interest" (mining and petroleum). The Shire notes that the Minister for Local Government has implemented a policy aim to standardise the application of gross rental value to resource projects throughout the State and this policy will be for a three year trial from the 1st of July 2012.

During this period the Shire will be able to apply GRV valuations to particular aspects of mining, petroleum and resource interests. These GRV valuations, however, will only apply in respect of specific improvements such as accommodation, recreation and administration facilities, associated buildings and maintenance workshops (subject to conditions) that are expected to be situated on a site for a minimum of 12 months.

The Minister's decision provides Council with the opportunity to GRV rate selected capital improvements, particularly WAFs, on resource tenements, to the benefit of the wider community, in general.

The Shire recognises that there are limitations placed on the Shire's ability to achieve its stated objective due to existing "State Agreement" legislation negotiated between the State Government and individual resource companies prohibiting the GRV rating of improvements on a number of specific sites.



Rational of Policy

The Shire of Ashburton recognises that the introduction of GRV rating of capital improvements on mining tenements and petroleum licences is consistent with the adoption of a more equitable rating regime.

The Shire notes, for example, that payment for ‘public goods and services’ provided by it should be spread fairly across the community. In that regard, Australia property values (including the improvements there on) are considered to be a reasonable proxy for assessing a ratepayer’s capacity to pay for services and goods at the local government level.

Despite this fact, the past UV rating of mining tenements and petroleum licences (some of which support very significant capital improvements) has meant that these ratepayers under-contribute, while other ratepayers contribute a disproportionate amount

While the Shire acknowledges that some Shire provided goods and services benefit one part of the population more than others, the fact remains that there are many local government services that benefit all within a local government’s boundaries.

The Shire further recognises that natural resource projects have significant impacts on town sites, even when located some distance away. This occurs as a result of additional demands being made on Shire services, either directly as a result of activities generated by the facilities themselves, or indirectly as a result of the needs of town based supporting businesses.

Policy Actions

The following actions shall be taken in order to ensure that this Council Policy is applied in a fair and equitable manner.

- Council shall adopt a GRV Differential Rate in the dollar for resource based Worker Accommodation Facilities, which reflects the demands these facilities place on Shire goods and services, relative to other GRV rated land uses within the Shire
- All Worker Accommodation Facilities constructed within the Shire of Ashburton shall be subjected to an assessment, in accordance with this policy, at the time an “*Occupancy Permit*”, is issued for the facility, pursuant to the Western Australia Building Act 2011.
- All Worker Accommodation Facilities existing within the Shire on the date Council adopted this policy, shall be subjected to an assessment, in accordance with this policy, at the earliest practical date,
- The following Worker Accommodation Facilities shall be exempt from GRV rating
 1. Facilities which have a life of less than two years
 2. Facilities which are exempted by the provisions of “*State Agreement*” Legislation
- A GRV valuation estimate shall be obtained from Landgate’s Valuation and Property Section and an initial assessment made of the rate liability of the facility



- The ratepayer shall be advised of the proposed GRV rating of his/her property. A copy of the valuation estimate and the estimate of the rates payable shall be provided to the ratepayer, who will also be provided with an opportunity to make a written submission to Council.
- A report in relation to each facility to be rated shall be submitted to Council, prior to the application being submitted to the Minister. The report shall address the matters identified in Paragraph 2.5 of the Department of Local Government's Guidelines No 2. *(See Reference 1 below)*.
- A submission in relation to each facility to be rated shall be submitted to the Minister for determination. The submission shall address the matters identified in Paragraph 2.5 of the Department of Local Government's Guidelines No 2. *(See Reference 1 below)*.
- A register listing the facilities rated pursuant this policy, shall be maintained. Each facility shall be categorised as Short, Medium or Long Term, based on the following Criteria
 - Short Term Life expectancy of 2 to 5 years
 - Medium Term Life expectancy of more than 5 and up to 15 years
 - Long Term Life expectancy of more than 15 years
- In April each year, each WAF will be contacted to determine their anticipated life expectancy and the register reviewed accordingly. Prior to the adoption of the annual budget, Council shall give consideration to the total rates collected under this policy and shall have regard to whether these funds are short, medium and long term funding, when making budgetary commitments.

Review of Policy

The policy shall be reviewed twelve months after its adoption by Council.

Reference:

1. Department of Local Government "*Guideline Number 2. Changing Methods of Valuation of Land (Revised March 2012)*",

(Signature)

Signed

(Print Name)

Shire President

Monitor and Review:

Executive Manager, Corporate Services

Last Review Date

19 September 2012

Next Review Date

September 2013

This policy is to remain in force until otherwise determined by the Council or superseded.



SHIRE OF ASHBURTON

Administration Centre. P.O. Box 567, Tom Price, 6751
 Telephone (08) 9188 4444
 Facsimile (08) 9189 2252
 Email: soa@ashburton.wa.gov.au

Enquiries: Mr F Ludovico
 Our Ref: FI.RA.12

Northern Star Resources Ltd,
 c/- Austwide Mining Title Management,
 P O Box 1434,
 Wangara
 WA 6947.

16 June 2014

Dear Sir/Madam

PROPOSED CHANGE IN BASIS OF RATING OF PAULSENS MINE ACCOMMODATION FACILITY ON MINING LEASE M08/196. (Rate Assessment A39247)

Council, at its August 2013 meeting, adopted its Differential Rates for the 2013-14 Financial Year. At that time it adopted a Gross Rental Value (GRV) Rate for Workers Accommodation Facilities of \$0.045788 in the dollar.

The Gross Rental Value of a site is determined having regard to the capital works constructed on a site and it is a reflection of the annual rental income any development on the site would generate.

In the past the Shire has applied an Unimproved Value (UV) when determining the rates applicable to worker accommodation facilities located outside townsites. This has meant that the actual, physical structures on a site have been ignored when valuing the properties for rating purposes and the sites have been rated on the basis that the land is vacant.

Council believes the proposed new method of rating worker accommodation facilities is more equitable. The Shire notes, for example, that payment for 'public goods and services' provided by it should be spread fairly across the community. Despite this fact, the past UV rating of mining tenements and petroleum licences (some of which support very significant capital improvements) has meant that these ratepayers have under-contributed, while other ratepayers contribute a disproportionate amount.

While the Shire acknowledges that some Shire provided goods and services benefit one part of the population more than others, the fact remains that there are many local government services that benefit all within a local government's boundaries.

The Shire further recognises that natural resource projects have significant impacts on town sites, even when located some distance away. This occurs as a result of additional demands being made on Shire services, either directly as a result of activities generated by the facilities themselves, or indirectly as a result of the needs of town based supporting businesses.

The GRV rate that it is proposed to apply to worker accommodation facilities is the same rate as applies to commercial, tourist and industrial properties throughout the Shire, but is a lesser rate than that applied by neighbouring local governments within the Pilbara, to worker accommodation facilities.

In order that you may have some understanding of the implications of this proposed change in the method of rating worker accommodation facilities, as it would affect the Paulsens Mine workers accommodation facility, I can advise you that the annual rates in relation to the camp site, would be \$54,477, based on the GRV rate in the dollar applying in the 2013-14 Financial Year. In addition, the area covered by Mining Lease M08/196, less the area excluded for the purposes of GRV rating the accommodation facility (see Attachment 1, below), would continue to be rated on an UV basis.

The existing annual rates, based on a UV valuation of the whole of Mining Lease M08/196, are \$20,987.49. (See Attachment. Rate Assessment A39247).

I emphasise that this assessment of the rates payable, based on a GRV rating system, is an estimate only, based upon on the camp containing 200 beds and using an estimated GRV valuation of \$1,189,760, as calculated by the State Government's Landgate Office.

In the event of a change to GRV rating occurring, it will be necessary for a formal valuation of the accommodation facility to take place.

All formal valuations, including GRV valuations of properties, are undertaken by the State Government's Landgate Office. The valuation process is undertaken independently of the Shire and a formal objection process is available to a property owner.

The Shire invites you to make a written submission in relation to the proposed GRV rating of the Paulsens Mine workers accommodation facility. Comments should be addressed to me, care of the above address, and should be submitted within 21 days of the date of this letter, in order that details of your submission may be included in a report to Council, prior to it making any final decision to apply a GRV rating to the facility.

In the event of Council resolving to GRV rate the Paulsens Mine workers accommodation facility, it will be necessary for the Shire to submit details of the proposed change of the basis of rating to the Minister for Local Government, for his approval.

As a final comment, I note that a number of worker accommodation facilities within the Shire are located on sites which are the subject of state agreements between the resource company occupying the land and the State Government. In many cases these agreements do not permit a local government to GRV rate accommodation facilities.

The Shire is unaware of any such agreement existing in relation to the Paulsens Mine workers accommodation facility, however, if you are of a contrary view please provide documentary proof to that effect.

Should you wish to discuss any aspect of this proposal please contact Consultant Keith Pearson on 0407 382 614.

Yours faithfully,



Neil Hartley
Chief Executive Officer

cc
Mr R Parry,
Chief Financial Officer,
Northern Star Resources Ltd.,
Level 1, Puccini Court,
Stirling, WA 6021



SHIRE OF ASHBURTON

Poinciana Street (PO Box 567)
Tom Price WA 6751

RATE NOTICE/TAX INVOICE

FOR THE FINANCIAL PERIOD 1 JULY 2013 TO 30 JUNE 2014

Phone (08) 9188 4444
Freecall 1800 679 232
Fax (08) 9189 2252
Freecall Fax 1800 655 086
ABN 45 503 070 070

Email soa@ashburton.wa.gov.au
Website www.ashburton.wa.gov.au
Office Hours 9am to 4pm Mon to Fri

Chief Executive Officer: Neil Hartley

If the name or address shown is incorrect, please advise Council in writing

NORTHERN STAR RESOURCES LTD
C/- AUSTWIDE MINING TITLE MANAGEMENT
PO BOX 1434
WANGARA WA 6947

ASSESSMENT NUMBER A39247

DUE DATE 06.01.2014

DATE ISSUED 19.05.2014
WARD ASHBURTON
VALUATION \$62,800.00 - UV
ZONING MINING
MINIMUM PAYMENT \$ 550.00
LATE PAYMENT INTEREST 11.0000
PLEASE SEE OVER/ATTACHED FOR ADDITIONAL INFORMATION AND DEFAULT CONSEQUENCES

PROPERTY ADDRESS M08/196 MINING LEASE PAULSENS MINE
LOTS/LOCATIONS OR OTHER INFORMATION
M08/196

DETAILS

	RATE IN \$ OR CHARGE/SERVICE	CURRENT	GST	ARREARS	TOTAL
UV MINING LEASES	33.7570	\$20,794.31			\$20,794.31
EMERGENCY SERVICES LEVY		\$60.00			\$60.00
ESL CATEGORY 5					
PAYMENTS RECEIVED		-\$20,987.49			-\$20,987.49
INTERIM RATE ADJUSTMENTS WITH AN EFFECTIVE DATE OF 03.03.14					
--UV MINING LEASES	33.7570	\$133.18			\$133.18
GST IS NIL					

TOTAL AMOUNT \$0.00

PAYMENT OPTION 1	ONE PAYMENT	\$0.00	DUE DATES	AMOUNT DUE
			06.01.2014	\$0.00
PAYMENT OPTION 2	1ST INSTALMENT	\$0.00	06.01.2014	\$0.00
OPTION COST \$0.00	2ND INSTALMENT	\$0.00		
PAYMENT OPTION 3	1ST INSTALMENT	\$0.00	06.01.2014	\$0.00
OPTION COST \$0.00	2ND INSTALMENT	\$0.00		
	3RD INSTALMENT	\$0.00		
	4TH INSTALMENT	\$0.00		

DEPOSIT SLIP/OFFICE COPY

ASSESSMENT NUMBER A39247

NAME NORTHERN STAR RESOURCES LTD

PROPERTY ADDRESS M08/196 MINING LEASE PAULSENS MINE

☐ OPTION 1

☐ OPTION 2

☐ OPTION 3



BY BPAY
CONTACT YOUR PARTICIPATING FINANCIAL INSTITUTION TO ARRANGE PAYMENT FROM YOUR ACCOUNT.
BILLER ID : 47001 AND REFERENCE: 1000392474



BY PAYWAY
PAYMENTS CAN BE MADE USING PAYWAY VIA THE COUNCIL WEBSITE www.ashburton.wa.gov.au
REFERENCE: 1000392474



BY MAIL
DETACH THIS SLIP AND MAKE YOUR CHEQUE PAYABLE TO: SHIRE OF ASHBURTON
PO BOX 567, TOM PRICE WA 6751



IN PERSON OR BY TELEPHONE
PRESENT THIS ACCOUNT INTACT WHEN MAKING PAYMENT AT COUNCIL OFFICE OR CALL BETWEEN OFFICE HOURS TO PAY BY CREDIT CARD

Paulsens Village

Technical land description:

From the South West point, located at MGA Zone 50 coordinate
421122mE, 7501615mN

Or

-22 degrees, 35', 24.0000" lat
116 degrees, 13', 58.8" long

Travel at a South East azimuth bearing of 120d 0' 0.0" for a distance of 400.0m, then a bearing of 30d 0' 0.00" for a distance of 400m, then a bearing of 300d 0' 0.0" for a distance of 400m, then a bearing of 210d 0' 0.0" for a distance of 400m back to the South West most point.





SHIRE OF ASHBURTON

Administration Centre. P.O. Box 567, Tom Price, 6751
 Telephone (08) 9188 4444
 Facsimile (08) 9189 2252
 Email: soa@ashburton.wa.gov.au

Enquiries: Mr F Ludovico
 Our Ref: FI.RA.12

BHP Billiton Minerals P/L.
 ITOCHU Minerals & Energy of Aust P/L.,
 Land Tenure Team,
 PO Box 7474,
 Cloister Square,
 Perth WA 6850.

16 June 2014

Dear Sir/Madam

PROPOSED CHANGE IN BASIS OF RATING OF YANDI MINE (SPINIFEX) ACCOMMODATION FACILITY ON MINING LEASE AML47/270. (Rate Assessment A33350)

Council, at its August 2013 meeting, adopted its Differential Rates for the 2013-14 Financial Year. At that time it adopted a Gross Rental Value (GRV) Rate for Workers Accommodation Facilities of \$0.045788 in the dollar.

The Gross Rental Value of a site is determined having regard to the capital works constructed on a site and it is a reflection of the annual rental income any development on the site would generate.

In the past the Shire has applied an Unimproved Value (UV) when determining the rates applicable to worker accommodation facilities located outside townsites. This has meant that the actual, physical structures on a site have been ignored when valuing the properties for rating purposes and the sites have been rated on the basis that the land is vacant.

Council believes the proposed new method of rating worker accommodation facilities is more equitable. The Shire notes, for example, that payment for 'public goods and services' provided by it should be spread fairly across the community. Despite this fact, the past UV rating of mining tenements and petroleum licences (some of which support very significant capital improvements) has meant that these ratepayers have under-contributed, while other ratepayers contribute a disproportionate amount.

While the Shire acknowledges that some Shire provided goods and services benefit one part of the population more than others, the fact remains that there are many local government services that benefit all within a local government's boundaries.

The Shire further recognises that natural resource projects have significant impacts on town sites, even when located some distance away. This occurs as a result of additional demands being made on Shire services, either directly as a result of activities generated by the facilities themselves, or indirectly as a result of the needs of town based supporting businesses.

The GRV rate that it is proposed to apply to worker accommodation facilities is the same rate as applies to commercial, tourist and industrial properties throughout the Shire, but is a lesser rate than that applied by neighbouring local governments within the Pilbara, to worker accommodation facilities.

In order that you may have some understanding of the implications of this proposed change in the method of rating worker accommodation facilities, as it would affect the Yandi Mine Spinifex workers accommodation facility, I can advise you that the annual rates in relation to the camp site, would be \$408,575, based on the GRV rate in the dollar applying in the 2013-14 Financial Year. In addition, the area covered by Mining Lease AML 47/270, less the area excluded for the purposes of GRV rating the accommodation facility (see Attachment 1, below), would continue to be rated on an UV basis.

The existing annual rates, based on a UV valuation of the whole of Mining Lease AML 47/270, are \$162,900. (See Attachment. Rate Assessment A33350).

I emphasise that this assessment of the rates payable, based on a GRV rating system, is an estimate only, based upon on the camp containing 1500 beds and using an estimated GRV valuation of \$8,923,200, as calculated by the State Government's Landgate Office.

In the event of a change to GRV rating occurring, it will be necessary for a formal valuation of the accommodation facility to take place.

All formal valuations, including GRV valuations of properties, are undertaken by the State Government's Landgate Office. The valuation process is undertaken independently of the Shire and a formal objection process is available to a property owner.

The Shire invites you to make a written submission in relation to the proposed GRV rating of the Yandi Mine, Spinifex workers accommodation facility. Comments should be addressed to me, care of the above address, and should be submitted within 21 days of the date of this letter, in order that details of your submission may be included in a report to Council, prior to it making any final decision to apply a GRV rating to the facility.

In the event of Council resolving to GRV rate the Yandi Mine, Spinifex workers accommodation facility, it will be necessary for the Shire to submit details of the proposed change of the basis of rating to the Minister for Local Government, for his approval.

As a final comment, I note that a number of worker accommodation facilities within the Shire are located on sites which are the subject of state agreements between the resource company occupying the land and the State Government. In many cases these agreements do not permit a local government to GRV rate accommodation facilities.

The Shire is unaware of any such agreement existing in relation to the Yandi Mine Spinifex workers accommodation facility, however, if you are of a contrary view please provide documentary proof to that effect.

Should you wish to discuss any aspect of this proposal please contact Consultant Mr Keith Pearson, on telephone 0407 382 614

Yours faithfully,



Neil Hartley
Chief Executive Officer

cc
The Chief Financial Officer,
BHP Billiton Minerals P/L.,
GPO Box 86,
Melbourne VIC 3001



SHIRE OF ASHBURTON

Poinciana Street (PO Box 567)
Tom Price WA 6751

RATE NOTICE/TAX INVOICE

FOR THE FINANCIAL PERIOD 1 JULY 2013 TO 30 JUNE 2014

Phone (08) 9188 4444
Freecall 1800 679 232
Fax (08) 9189 2252
Freecall Fax 1800 655 086
ABN 45 503 070 070
Email soa@ashburton.wa.gov.au
Website www.ashburton.wa.gov.au
Office Hours 9am to 4pm Mon to Fri

Chief Executive Officer: Neil Hartley

If the name or address shown is incorrect, please advise Council in writing

BHP BILLITON MINERALS PTY LTD
ITOCHU MINERALS & ENERGY OF AUSTRALIA PTY LTD
LAND TENURE TEAM
PO BOX 7474
CLOISTERS SQUARE
PERTH WA 6850

ASSESSMENT NUMBER **A33350**

DUE DATE **28.10.2013**

DATE ISSUED 11.06.2014
WARD TABLELAND
VALUATION \$482,390.00 - UV
ZONING MINING
MINIMUM PAYMENT \$ 550.00
LATE PAYMENT INTEREST 11.0000
PLEASE SEE OVER/ATTACHED FOR ADDITIONAL INFORMATION AND DEFAULT CONSEQUENCES

PROPERTY ADDRESS AML47/270 MINERAL LEASE UNKNOWN
LOTS/LOCATIONS OR OTHER INFORMATION
AML47/270SA

DETAILS

	RATE IN \$ OR CHARGE/SERVICE	CURRENT	GST	ARREARS	TOTAL
UV MINING LEASES	33.7570	\$162,840.40			\$162,840.40
EMERGENCY SERVICES LEVY		\$60.00			\$60.00
ESL CATEGORY 5					
GST IS NIL					

TOTAL AMOUNT \$162,900.39

			DUE DATES	AMOUNT DUE
PAYMENT OPTION 1	ONE PAYMENT	\$162,900.40	28.10.2013	\$162,900.40
PAYMENT OPTION 2	1ST INSTALMENT	\$82,246.76	28.10.2013	\$82,246.76
OPTION COST \$1,592.67	2ND INSTALMENT	\$82,246.30	06.03.2014	
PAYMENT OPTION 3	1ST INSTALMENT	\$41,329.52	28.10.2013	\$41,329.52
OPTION COST \$2,416.28	2ND INSTALMENT	\$41,329.05	06.01.2014	
	3RD INSTALMENT	\$41,329.05	06.03.2014	
	4TH INSTALMENT	\$41,329.05	06.05.2014	

DEPOSIT SLIP/OFFICE COPY

ASSESSMENT NUMBER A33350

NAME BHP BILLITON MINERALS PTY LTD

PROPERTY ADDRESS AML47/270 MINERAL LEASE UNKNOWN

☐ OPTION 1 \$162,900.40

☐ OPTION 2 \$82,246.76

☐ OPTION 3 \$41,329.52



BY BPAY
CONTACT YOUR PARTICIPATING FINANCIAL
INSTITUTION TO ARRANGE PAYMENT FROM YOUR
ACCOUNT.
BILLER ID : 47001 AND REFERENCE: 1000333505



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PAYMENTS CAN BE MADE USING PAYWAY VIA THE
COUNCIL WEBSITE www.ashburton.wa.gov.au
REFERENCE: 1000333505



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PAYABLE TO: SHIRE OF ASHBURTON
PO BOX 567, TOM PRICE WA 6751



IN PERSON OR BY TELEPHONE
PRESENT THIS ACCOUNT INTACT WHEN
MAKING PAYMENT AT COUNCIL OFFICE OR CALL
BETWEEN OFFICE HOURS TO PAY BY CREDIT CARD

Yandi (Spinifex) Camp
Technical land description:

From the Southern most point, located at MGA Zone 50 coordinate
70881mE, 7488677mN

Or

-22 degrees, 41', 49.00" lat
118 degrees, 59', 38.4" long

Travel at a north east azimuth bearing of 60d 0' 0.0" for a distance of 400.0m, then a bearing of 330d 0' 0.00" for a distance of 400m, then a bearing of 240d 0' 0.0" for a distance of 400m, then a bearing of 150d 0' 0.0" for a distance of 400m back to the southern most point.





SHIRE OF ASHBURTON

Administration Centre. P.O. Box 567, Tom Price, 6751
 Telephone (08) 9188 4444
 Facsimile (08) 9189 2252
 Email: soa@ashburton.wa.gov.au

Enquiries: Mr F Ludovico
 Our Ref: FI.RA.12

FMG Pilbara P/L.,
 Acquisitions & Tenements Department,
 PO. Box 3379,
 Hay St
 East Perth.
 WA 6004.

16 June 2014

Dear Sir/Madam

PROPOSED CHANGE IN BASIS OF RATING OF BONNIE DOONE ACCOMMODATION FACILITY ON MINING LEASE E47/1523. (Rate Assessment A6203)

Council, at its August 2013 meeting, adopted its Differential Rates for the 2013-14 Financial Year. At that time it adopted a Gross Rental Value (GRV) Rate for Workers Accommodation Facilities of \$0.045788 in the dollar.

The Gross Rental Value of a site is determined having regard to the capital works constructed on a site and it is a reflection of the annual rental income any development on the site would generate.

In the past the Shire has applied an Unimproved Value (UV) when determining the rates applicable to worker accommodation facilities located outside townsites. This has meant that the actual, physical structures on a site have been ignored when valuing the properties for rating purposes and the sites have been rated on the basis that the land is vacant.

Council believes the proposed new method of rating worker accommodation facilities is more equitable. The Shire notes, for example, that payment for 'public goods and services' provided by it should be spread fairly across the community. Despite this fact, the past UV rating of mining tenements and petroleum licences (some of which support very significant capital improvements) has meant that these ratepayers have under-contributed, while other ratepayers contribute a disproportionate amount.

While the Shire acknowledges that some Shire provided goods and services benefit one part of the population more than others, the fact remains that there are many local government services that benefit all within a local government's boundaries.

The Shire further recognises that natural resource projects have significant impacts on town sites, even when located some distance away. This occurs as a result of additional demands being made on Shire services, either directly as a result of activities generated by the facilities themselves, or indirectly as a result of the needs of town based supporting businesses.

The GRV rate that it is proposed to apply to worker accommodation facilities is the same rate as applies to commercial, tourist and industrial properties throughout the Shire, but is a lesser rate than that applied by neighbouring local governments within the Pilbara, to worker accommodation facilities.

In order that you may have some understanding of the implications of this proposed change in the method of rating worker accommodation facilities, as it would affect the Bonnie Doone workers accommodation facility, I can advise you that the annual rates in relation to the camp site, would be \$27,238, based on the GRV rate in the dollar applying in the 2013-14 Financial Year. In addition, the area covered by Mining Lease E47/1523, less the area excluded for the purposes of GRV rating the accommodation facility (see Attachment 1, below), would continue to be rated on an UV basis.

The existing annual rates, based on a UV valuation of the whole of Mining Lease E47/1523, are \$2,461.90. (See Attachment. Rate Assessment A6203).

I emphasise that this assessment of the rates payable, based on a GRV rating system, is an estimate only, based upon on the camp containing 100 beds and using an estimated GRV valuation of \$594,880, as calculated by the State Government's Landgate Office.

In the event of a change to GRV rating occurring, it will be necessary for a formal valuation of the accommodation facility to take place.

All formal valuations, including GRV valuations of properties, are undertaken by the State Government's Landgate Office. The valuation process is undertaken independently of the Shire and a formal objection process is available to a property owner.

The Shire invites you to make a written submission in relation to the proposed GRV rating of the Bonnie Doone workers accommodation facility. Comments should be addressed to me, care of the above address, and should be submitted within 21 days of the date of this letter, in order that details of your submission may be included in a report to Council, prior to it making any final decision to apply a GRV rating to the facility.

In the event of Council resolving to GRV rate the Bonnie Doone accommodation facility, it will be necessary for the Shire to submit details of the proposed change of the basis of rating to the Minister for Local Government, for his approval.

As a final comment, I note that a number of worker accommodation facilities within the Shire are located on sites which are the subject of state agreements between the resource company occupying the land and the State Government. In many cases these agreements do not permit a local government to GRV rate accommodation facilities.

The Shire is unaware of any such agreement existing in relation to the Bonnie Doone workers accommodation facility, however, if you are of a contrary view please provide documentary proof to that effect.

Should you wish to discuss any aspect of this proposal please contact Consultant Mr Keith Pearson on 0407 382 614

Yours faithfully,



Neil Hartley
Chief Executive Officer

cc
Mr S Pearce,
Chief Financial Officer,
Fortescue Metals Group Ltd,
Level 2, 87 Adelaide Tce,
East Perth, WA 6004.



SHIRE OF ASHBURTON

Poinciana Street (PO Box 567)
Tom Price WA 6751

RATE NOTICE/TAX INVOICE

FOR THE FINANCIAL PERIOD 1 JULY 2013 TO 30 JUNE 2014

Phone (08) 9188 4444
Freecall 1800 679 232
Fax (08) 9189 2252
Freecall Fax 1800 655 086
ABN 45 503 070 070

Email soa@ashburton.wa.gov.au
Website www.ashburton.wa.gov.au
Office Hours 9am to 4pm Mon to Fri

Chief Executive Officer: Neil Hartley

If the name or address shown is incorrect, please advise Council in writing

FMG PILBARA PTY LTD
ACQUISITIONS AND TENEMENTS DEPARTMENT
PO BOX 3379
HAY STREET
EAST PERTH WA 6004

ASSESSMENT NUMBER A6203

DUE DATE 06.01.2014

DATE ISSUED 19.05.2014
WARD ASHBURTON
VALUATION \$15,693.00 - UV
ZONING MINING
MINIMUM PAYMENT \$ 550.00
LATE PAYMENT INTEREST 11.0000

PLEASE SEE OVER/ATTACHED FOR ADDITIONAL INFORMATION AND DEFAULT CONSEQUENCES

PROPERTY ADDRESS E47/1523 EXPLORATION LICENCE UNKNOWN
LOTS/LOCATIONS OR OTHER INFORMATION
E47/1523

DETAILS

	RATE IN \$ OR CHARGE/SERVICE	CURRENT	GST	ARREARS	TOTAL
UV MINING LEASES	33.7570	\$2,461.90			\$2,461.90
INTEREST		\$1.48			\$1.48
PAYMENTS RECEIVED		-\$2,461.90			-\$2,461.90
WRITE-OFF		-\$1.48			-\$1.48
INTERIM RATE ADJUSTMENTS WITH AN EFFECTIVE DATE OF 16.02.14					
--UV MINING LEASES	33.7570	\$1,048.78			\$1,048.78
GST IS NIL					

TOTAL AMOUNT \$1,048.78

PAYMENT OPTION 1	ONE PAYMENT	\$1,048.78	DUE DATES	AMOUNT DUE
			06.01.2014	\$1,048.78
PAYMENT OPTION 2	1ST INSTALMENT	\$0.00	06.01.2014	\$0.00
OPTION COST \$0.00	2ND INSTALMENT	\$0.00		
PAYMENT OPTION 3	1ST INSTALMENT	\$0.00	06.01.2014	\$0.00
OPTION COST \$0.00	2ND INSTALMENT	\$0.00		
	3RD INSTALMENT	\$0.00		
	4TH INSTALMENT	\$0.00		

DEPOSIT SLIP/OFFICE COPY

ASSESSMENT NUMBER A6203

NAME FMG PILBARA PTY LTD

PROPERTY ADDRESS E47/1523 EXPLORATION LICENCE UNKNOWN

☐ OPTION 1 \$1,048.78

☐ OPTION 2 \$0.00

☐ OPTION 3 \$0.00



BY BPAY
CONTACT YOUR PARTICIPATING FINANCIAL INSTITUTION TO ARRANGE PAYMENT FROM YOUR ACCOUNT.
BILLER ID : 47001 AND REFERENCE: 1000062038



BY PAYWAY
PAYMENTS CAN BE MADE USING PAYWAY VIA THE COUNCIL WEBSITE www.ashburton.wa.gov.au
REFERENCE: 1000062038



BY MAIL
DETACH THIS SLIP AND MAKE YOUR CHEQUE PAYABLE TO: SHIRE OF ASHBURTON
PO BOX 567, TOM PRICE WA 6751



IN PERSON OR BY TELEPHONE
PRESENT THIS ACCOUNT INTACT WHEN MAKING PAYMENT AT COUNCIL OFFICE OR CALL BETWEEN OFFICE HOURS TO PAY BY CREDIT CARD

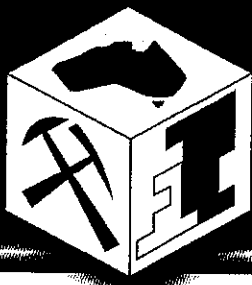
Technical land description

Fortescue Metal Group - Bonnie Doone Camp

Starting from a point at coordinate 521230.956 metres East, 7543005.243 metres North (MGA94 Zone 50) and extending northerly 0 degrees, 0 minutes, 0.0 seconds, 400.0 metres; thence easterly 90 degrees, 0 minutes, 0.0 seconds, 400.0 metres; thence southerly 180 degrees, 0 minutes, 0.0 seconds, 400.0 metres; thence westerly 270 degrees, 0 minutes, 0.0 seconds, 400.0 metres to the starting point.

Approximate Area: 16.0 hectares





AUSTWIDE

Mining Title Management PTY LTD ACN 064 099 109

SHIRE OF ASHBURTON	
Rec No:	1427902
07 JUL 2014	
File:	F1. RA.12
Officer:	Ro/Sfo

Chief Executive Officer
Shire of Ashburton
Post Office Box 567
TOM PRICE WA 6751

your ref: FI.RA.12

Dear Sir,

**PROPOSED CHANGE IN BASIS OF RATING PAULSENS MINE ACCOMODATION
FACILITY LOCATED UPON MINING LEASE 08/196**

In your letter dated 16th June, 2014 to Northern Star Limited ("Northern Star") you advise of Council's decision to adopt a Gross Rental Value Rate ("GRV") in respect of the Worker's Accommodation Facility located upon the abovementioned lease. We have been directed by Northern Star to respond to your letter.

Northern Star would like to give due notice of its objection to the new GRV rating as opposed to the tenement Rates Northern Star already pays for on unimproved land values of the Northern Star tenements.

The principal reason for the objection by Northern Star is based on the fact that Landgate has given an improved rentable value to the land for principally mobile and/or non-permanent equipment/infrastructure which Northern Star does not see how this would attract any "improved" value to the land.

Northern Star looks forward to hearing from you regarding the objection.

Yours faithfully,

**ROBIN HUMBERSTON
MANAGING DIRECTOR**

1st July, 2014

Iron Ore



BHP Billiton Iron Ore Pty Ltd
 ABN 46 008 700 981
 125 St Georges Terrace
 Perth WA 6000 Australia
 PO Box 7122 Cloisters Square
 Perth WA 6850 Australia
 Tel +61 8 6321 0000 Fax +61 8 6322 9978
 bhpbilliton.com

18 July 2014

Mr Neil Hartley
 Chief Executive Officer
 PO Box 567
 TOM PRICE WA 6751

Dear Mr Hartley

Your ref: FI.RA.12 - PROPOSED CHANGE IN RATING BASIS OF SPINIFEX VILLAGE

Thank you for your letter of 16 June 2014 in which you set out the rationale behind the Shire of Ashburton Council adopting differential rates for the 2013-14 Financial Year and state that Council is yet to resolve whether to rate BHP Billiton Iron Ore's Spinifex Village on a Gross Rental Value (GRV) basis. As per your invitation, please find to follow relevant details on the Spinifex Village and BHP Billiton Iron Ore's view of it being rated on a GRV basis.

The Spinifex Village accommodation facility is located within State Agreement Mining Lease 70/270SA held pursuant to the *Iron Ore (Marillana Creek) Agreement Act 1991*. Please find attached, a copy of the Mining Tenement Summary Report relating to ML 70/270SA.

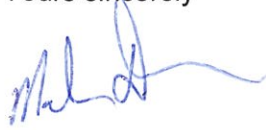
As you correctly point out in your letter, some State Agreements; the *Iron Ore (Marillana Creek) Agreement Act 1991* being one, do not permit GRV rating on its mineral lease or its accommodation facility. However, BHP Billiton in Western Australia has from time to time voluntarily agreed to pay rates on a GRV basis on its various accommodation facilities having regard to the State Government policy that applies for a trial period of three years to 30 June 2015.

BHP Billiton Iron Ore is prepared to consider voluntarily paying additional rates on the Spinifex Village accommodation facility on a GRV rating basis, subject to first agreeing to the valuation and the commencement date for the GRV rating.

We also note that the valuation estimate provided seems high in relation to other camps in this region. Should the Shire wish to proceed with rating the Spinifex Village accommodation facility on a GRV rating basis our suggestion would be for a valuation to be conducted by the State Government's Landgate Office for the purpose of informing both BHP Billiton Iron Ore and the Council of the proposed Gross Rental Valuation. In this regard it is essential that we are contacted during the valuation so we can provide accurate data to support the process.

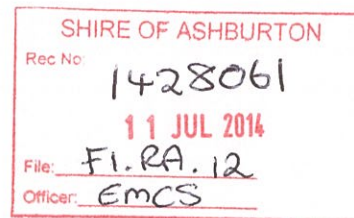
Thank you for consulting with us on this matter and we look forward to receiving further information in due course. Please contact Michael Fitzpatrick, Manager Land Tenure and Approvals on Phone (08) 6321 5145 or by email to Michael.J.Fitzpatrick@bhpbilliton.com if you have any further queries.

Yours sincerely



Mark Donovan

Head of Corporate Affairs



8 July, 2014

Shire of Ashburton
Administration Centre
PO BOX 567
Tom Price WA 6751

Attention: Neil Hartley

Dear Neil,

**RE: PROPOSED CHANGE IN BASIS OF RATING OF BONNIE DOON
ACCOMODATION FACILITY ON MINING LEASE E47/1523.
(Rate Assessment A6203)**

I refer to your letter dated 16 June 2014 regarding Gross Rental Value (GRV).

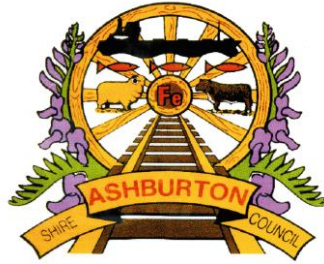
The accommodation facilities on E47/1523 is not inhabited for most of the year and has less than 100 rooms. This camp has only limited usage moving forward.

FMG would like to request a meeting to discuss the reasons on wanting to impose the GRV. Sections 2.3 and 2.4 of the Guidelines provide for consultation with ratepayers prior to a final decision on the rates.

As such, would you please advise your availability to discuss the matter at the earliest opportunity.

Yours faithfully,
Fortescue Metals Group Ltd

Denice Johns
Tenements & Acquisitions



SHIRE OF ASHBURTON

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 OCTOBER 2014

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SHIRE OF ASHBURTON

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 OCTOBER 2014

	NOTE	October 2014 Actual \$	October 2014 Y-T-D Budget \$	2014/15 Revised Budget \$	2014/15 Adopted Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
<u>Operating</u>								
Revenues/Sources								
Governance		764,823	295,436	2,774,600	2,774,600	469,387	158.88%	▲
General Purpose Funding		1,601,862	1,338,796	5,193,695	5,193,695	263,066	19.65%	▲
Law, Order, Public Safety		51,940	33,695	114,030	114,030	18,245	54.15%	
Health		144,979	83,700	251,196	251,196	61,279	73.21%	▲
Education and Welfare		1,546,513	73,304	2,220,000	2,220,000	1,473,209	2009.73%	▲
Housing		95,181	59,628	378,952	378,952	35,553	59.62%	▲
Community Amenities		2,519,152	2,131,248	4,920,491	4,920,491	387,904	18.20%	▲
Recreation and Culture		869,516	201,885	15,099,114	15,039,114	667,631	330.70%	▲
Transport		1,590,276	15,234,607	21,974,649	21,974,649	(13,644,331)	(89.56%)	▼
Economic Services		799,138	632,744	2,384,880	2,252,970	166,394	26.30%	▲
Other Property and Services		150,775	119,096	357,435	357,435	31,679	26.60%	▲
		10,134,155	20,204,139	55,669,042	55,477,132	(10,069,984)	(49.84%)	
(Expenses)/(Applications)								
Governance		(2,390,910)	(1,774,255)	(5,117,964)	(5,133,964)	(616,655)	(34.76%)	▲
General Purpose Funding		(4,915)	(18,636)	(55,936)	(55,936)	13,721	73.63%	
Law, Order, Public Safety		(171,747)	(315,611)	(932,643)	(932,643)	143,864	45.58%	▼
Health		(199,341)	(256,464)	(836,558)	(734,023)	57,123	22.27%	▼
Education and Welfare		(114,262)	(187,235)	(537,568)	(487,568)	72,973	38.97%	▼
Housing		(510,316)	(252,080)	(865,727)	(865,727)	(258,236)	(102.44%)	▲
Community Amenities		(1,315,268)	(2,215,744)	(6,979,091)	(6,666,591)	900,476	40.64%	▼
Recreation & Culture		(1,870,265)	(2,888,679)	(8,471,365)	(8,466,365)	1,018,414	35.26%	▼
Transport		(3,067,690)	(3,518,607)	(11,169,630)	(11,169,630)	450,917	12.82%	▼
Economic Services		(1,738,909)	(1,418,362)	(5,077,315)	(4,720,405)	(320,547)	(22.60%)	▲
Other Property and Services		(424,723)	(765,173)	(2,888,698)	(3,208,233)	340,450	44.49%	▼
		(11,808,346)	(13,610,845)	(42,932,495)	(42,441,085)	1,802,499	(13.24%)	
Net Operating Result Excluding Rates		(1,674,191)	6,593,294	12,736,547	13,036,047	(8,267,484)	(125.39%)	
<u>Adjustments for Non-Cash</u>								
<u>(Revenue) and Expenditure</u>								
(Profit)/Loss on Asset Disposals		10,833	28,520	897,270	897,270	(17,687)	62.02%	
Movement in Leave Reserve (Added Back)		2,512	0	0	0	2,512	0.00%	
Movement in Deferred Pensioner Rates/ESL (non-current)		0	0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-current)		0	0	0	0	0	0.00%	
Adjustment for Rounding		(3)	0	0	0	(3)	0.00%	
Depreciation on Assets		2,808,044	2,764,320	8,296,250	8,296,250	43,724	(1.58%)	
<u>Capital Revenue and (Expenditure)</u>								
Purchase Land Held for Resale		(51,978)	(158,284)	(1,075,000)	(1,075,000)	106,306	67.16%	▼
Purchase Land and Buildings		(393,796)	(4,385,330)	(24,412,730)	(24,352,730)	3,991,534	91.02%	▼
Purchase Furniture and Equipment		(33,290)	(57,068)	(123,740)	(107,740)	23,778	41.67%	▼
Purchase Plant and Equipment		(366,924)	(545,822)	(2,749,521)	(2,749,521)	178,898	32.78%	▼
Purchase Infrastructure Assets - Roads		(2,942,906)	(2,066,936)	(7,934,239)	(7,934,239)	(875,970)	(42.38%)	▲
Purchase Infrastructure Assets - Footpaths		0	0	(250,000)	(250,000)	0	0.00%	
Purchase Infrastructure Assets - Drainage		(768,396)	(480,000)	(1,369,000)	(1,369,000)	(288,396)	(60.08%)	▲
Purchase Infrastructure Assets - Parks & Ovals		(51,436)	(607,739)	(6,646,900)	(6,646,900)	556,303	91.54%	▼
Purchase Infrastructure Assets - Aerodromes		(1,794,141)	(6,117,627)	(8,134,952)	(8,134,952)	4,323,486	70.67%	▼
Purchase Infrastructure Assets - Other		(1,302,344)	(2,234,804)	(15,623,292)	(15,623,292)	932,460	41.72%	▼
Proceeds from Disposal of Assets		10,142	238,240	5,265,000	5,265,000	(228,098)	(95.74%)	▼
Repayment of Debentures		(418,258)	(548,188)	(2,123,050)	(2,123,050)	129,930	23.70%	▼
Proceeds from New Debentures		0	0	3,200,000	3,200,000	0	0.00%	
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		0	0	0	0	0	0.00%	
Transfers to Restricted Assets (Reserves)		(152,920)	(570,185)	(8,354,885)	(8,354,886)	417,265	73.18%	▼
Transfers from Restricted Asset (Reserves)		0	3,773,918	17,094,459	17,094,459	(3,773,918)	(100.00%)	▼
ADD Net Current Assets July 1 B/Fwd		9,183,914	11,028,600	11,028,600	11,028,600	(1,844,686)	16.73%	
LESS Net Current Assets Year to Date		26,883,944	26,288,535	(375,500)	0	595,409	2.26%	
Amount Raised from General Rates		<u>(24,819,082)</u>	<u>(19,633,627)</u>	<u>(19,903,683)</u>	<u>(19,903,684)</u>	<u>(5,185,455)</u>	<u>26.41%</u>	

SHIRE OF ASHBURTON

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 OCTOBER 2014

	2013/14 B/Fwd Per 2014/15 Budget \$	2013/14 B/Fwd Per Financial Report \$	October 2014 Actual \$
NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	6,927,306	7,190,211	17,233,316 *
Cash - Restricted Unspent Grants	1,942,555	1,715,278	1,942,555 *
Cash - Restricted Unspent Loans	1,518,933	1,522,742	1,518,933
Cash - Restricted Reserves	23,907,021	23,848,396	24,001,317 **
Rates - Current	498,010	512,622	5,185,933
Sundry Debtors	3,812,290	3,469,158	4,138,382
Accrued Income	110,225	177,394	0
Payments in Advance	0	30,769	0
GST Receivable	41,135	401,036	358,433
Provision For Doubtful Debts	(65,283)	(437,873)	(437,873)
Inventories	156,559	197,819	197,819
	<u>38,848,751</u>	<u>38,627,552</u>	<u>54,138,815</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(2,696,681)	(3,781,976)	(2,115,412)
Accrued Expenditure	(142,000)	(178,611)	(142,000)
PAYG Payable	(208,546)	(208,546)	(208,035)
Payroll Creditors	0	0	0
Withholding Tax Payable	0	0	0
GST Payable	(2,329)	(446,114)	(242,352)
Other Payables	(106)	(65,537)	10,942
Restricted Funds	0	0	0
Accrued Interest on Debentures	(30,000)	(25,311)	0
Accrued Salaries and Wages	(287,096)	(329,938)	0
Current Employee Benefits Provision	(862,856)	(875,693)	(875,693)
Current Loan Liability	0	(1,540,356)	(1,122,098)
	<u>(4,229,614)</u>	<u>(7,452,082)</u>	<u>(4,694,648)</u>
NET CURRENT ASSET POSITION	34,619,137	31,175,470	49,444,167
Less: Cash - Reserves - Restricted	(23,907,021)	(23,848,396)	(24,001,317)
Less: Cash - Unspent Grants - Restricted	0	0	0
Adjustment for Trust Transactions Within Muni	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	316,484	316,484	318,996
Add Back : Current Loan Liability	0	1,540,356	1,122,098
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>11,028,600</u>	<u>9,183,914</u>	<u>26,883,944</u>
Investment Accounts Balance			
	\$		
Restricted Cash Reserve **	17,139,298		
Muni Business Cash Reserve *	13,000,000		
Short Term Investment	5,000,000		

SHIRE OF ASHBURTON
FOR THE PERIOD 1 JULY 2014 TO 31 OCTOBER 2014
Report on Significant variances Greater than 10% and \$20,000

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

The Materiality variances adopted by Council are:

Actual Variance to YTD Budget up to 5%:

Actual Variance exceeding 10% of YTD Budget

Actual Variance exceeding 10% of YTD Budget and a value greater than \$20,000:

Don't Report

Use Management Discretion

Must Report

REPORTABLE OPERATING REVENUE VARIATIONS
--

Governance - Variance above budget expectations

First and second payment of Rio Tinto Partnership Management Agreement funds received in September/October. Budget was phased over 12 months.

General Purpose Funding - Variance above budget expectations

Higher than expected income earned from funds held on short term deposits and business cash reserve.

Health - Variance above budget expectations

Aboriginal Health second quarter funding, invoice raised ahead of budget phase.

Food Premises Registrations and other licences bulked invoiced in July 2014

Education and Welfare - Variance above budget expectations

Rio Tinto funding (\$1.5m) for Paraburdoo Sporting and Community Hub: Stage1 - Paraburdoo Childcare invoiced ahead of budget phase.

Housing - Variance above budget expectations

Higher than expected income on Willow Road House Tom Price.

Community Amenities - Variance above budget expectations

Higher than expected income due to Commercial Refuse charges bulked invoiced in July for 2014/15 year as opposed to budget spread over 12 months.

Recreation and Culture - Variance above budget expectations

Rio Tinto Partnership Funding for Club Development programs brought forward a year than expected, was not provided in current budget.

Transport - Variance below expectations.

Funding for Onslow Airport project have not been received yet. Landside Facilities PIP & Terminal Construction PIP have been combined into one PIP, approval of the PIP is pending. First payment expected in January 2015.

Economic Services - Variance above budget expectations.

Income generated from Onslow Airport camp higher in the first quarter, budget was underestimated.

Other Property & Services - Variance above budget expectations

Unbudgeted insurance claim for a damaged light vehicle.

REPORTABLE OPERATING EXPENSE VARIATIONS
--

Governance - Variance above budget expectations

All Administration allocations/recoveries including General Admin, HR & ITC have not been processed, being setup in system to report in next month.

Law, Order, Public Safety - Variance below budget expectations

Lower than expected spending on consumables for animal care and control program.

Lower expenditure is also attributed by delay in allocation of Administration, housing and plant costs. Work is now in progress to account for costs allocation & recovery.

Health - Variance below budget expectations

Mainly due to delay in allocation of Administration costs, plant costs & staff housing costs.

Education and Welfare - Variance below budget expectations

Only half of sponsorship and grants budget have been spent for the first quarter.

Delay spending for Onslow Kids Kitchen Garden programme, awaiting funding from Chevron.

Housing - Variance above budget expectations

Staff Housing costs allocation/recovery been delayed, currently being setup in system to report next month.

Community Amenities - Variance below budget expectations

Work planned for Onslow refuse site has progressed yet still under budget.

Timing difference in salaries/wages, insurance, administration & staff housing allocation costs, expected to even budget in the next month.

Recreation & Culture - Variance below budget expectations

Mainly attributed by delayed allocation of Administration costs, staff housing costs and depreciation cost for plant/equipment.

Generally delayed spending on operational and maintenance cost on halls, civic centres, pavilions, onslow MPC and on Ovals in paraburdoo and Tom Price.

Most of budget for celebrations/events get to be spent in the month of the festive season - December.

Transport - Variance below budget expectations

Onslow airport operating and building maintenance costs combined with insurance are lower than budget due to newly constructed terminal not in operation yet. Spendings expected to pick when terminal is operational.

Economic Services - Variance above budget expectations

Council approved in November Council meeting to increase Onslow Airport Camp operating budget to provide for demolition costs - spending planned to occur in January/February.

SHIRE OF ASHBURTON
FOR THE PERIOD 1 JULY 2014 TO 31 OCTOBER 2014
Report on Significant variances Greater than 10% and \$20,000

Other Property and Services - Variance below budget expectations

Recoveries in public works overhead, plant costs overhead and technical services lower than budgeted for

REPORTABLE CAPITAL EXPENSE VARIATIONS

Purchase of Land Held for Resale - Variance below budget expectations.

Services installation on Onslow Industrial area yet to commence per budget.

Expenditure yet to occur for Lot 308 Boonderoo road, Tom Price.

Purchase of Land & Buildings - Variance below budget expectations.

New Admin Complex Building, Paraburdoo Childcare Centre and Oceanview Caravan Park upgrade have been initiated and in design & planning stage.

Purchase of Furniture & Equipment - Variance below budget expectations.

CCTV cameras for Paraburdoo & Tom Price on track, will be completed by end of second quarter.

Purchase of Plant & Equipment - Variance below budget expectations.

Back up generators for Onslow Airport Terminal and Runway purchased within budget however coded to operations-cost to be reallocated.

Purchase of a heavy plant equipment planned for purchase in October now delayed to November/December month.

Purchase of Infrastructure Assets Roads - Variance above budget expectations.

Works on Banjima Drive speed in September and completed well ahead of budget timeline.

Pannawonica Millstream Rd Renewal commenced ahead of budget timeframe.

Purchase of Infrastructure Drainage - Variance above budget expectations.

Work has progressed with speed for Paraburdoo Urban Drainage work, slightly over YTD budget.

Purchases of Parks & Ovals - Variance below budget expectations.

Works on budgeted projects under parks & ovals yet to commence especially for Onslow Skate Park, Onslow Basketball courts and upgrade works on Paraburdoo ovals.

Purchase of Aerodromes - Variance below budget expectations.

Landside Facilities (PIP3) project at Onslow Airport planned to start and completed within the second quarter have been delayed.

Purchase of Infrastructure Assets Other - Variance below budget expectations.

Tom Price/Paraburdoo Cricket Nets projects commenced yet below budget..

Work on projects for Onslow Refuse Site have yet to be progressed.

Work on Tom Price Shop signs completed in 13/14 year. Budgeted expenditure will not occur.

REPORTABLE CAPITAL INCOME VARIATIONS

Proceeds from Disposal of Assets Variance below expectations.

Plant replacement program forecasted to commence late in the second quarter.

Repayment of Debentures - Variance below budgeted expectations.

Loan repayments lower than budget due to timing difference - will pick up later months.

Transfers to Restricted Assets (Reserves) - Variance below budgeted expectations.

Rio partnership funds transfer, initial setup for new reserve for budget purpose, actual transfer was done at 30 June 2014.

Transfers from Restricted Assets (Reserves) - Variance below budgeted expectations.

Transfer from Reserves for specific funded projects planned for second quarter depending on project progress status.

Acquisitions of AssetsCapital Expenditure Progress Report at 31 October 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
OFFICE OF CEO							
<u>Staff Housing</u>							
097803	BC099	BUDGET ONLY Staff Housing - Security Improvements - /	45,000.00	45,000.00	0.00	0.00	45,000.00
097803	BC112	CAP - 944 First St Onslow	110,000.00	110,000.00	0.00	0.00	110,000.00
097803	BC127	CAP - 325 Third Ave Onslow	15,000.00	15,000.00	4,961.00	0.00	15,000.00
097803	BC136	CAP - 583 Third Ave Onslow	10,000.00	10,000.00	3,327.00	7,088.40	2,911.60
097803	BC142	CAP - 585 Third Ave Onslow	0.00	0.00	0.00	8,138.90	(8,138.90)
097803	BC163	CAP - 565 Brockman Ave Paraburdoo	20,000.00	20,000.00	6,648.00	0.00	20,000.00
097803	BC166	CAP - 571 Brockman Ave Paraburdoo	15,000.00	15,000.00	4,984.00	0.00	15,000.00
097803	BC169	CAP - 172 Hardy Ave Paraburdoo	10,000.00	10,000.00	3,322.00	1,485.61	8,514.39
097803	BC172	CAP - 39 Joffre Ave Paraburdoo	10,000.00	10,000.00	3,322.00	0.00	10,000.00
097803	BC178	CAP - 516 Lockyer Ave Paraburdoo	20,000.00	20,000.00	0.00	0.00	20,000.00
097803	BC184	CAP - 90 Pilbara Ave Paraburdoo	20,000.00	20,000.00	6,648.00	0.00	20,000.00
097803	BC187	CAP - 56 Whaleback Ave Paraburdoo	0.00	0.00	0.00	1,671.95	(1,671.95)
097803	BC216	CAP - 126 Cedar St Tom Price	35,000.00	35,000.00	11,641.00	0.00	35,000.00
097803	BC225	CAP - 1104B Jabbarup St Tom Price	0.00	0.00	0.00	144.39	(144.39)
097803	BC228	CAP - 797 Kulai St Tom Price	20,000.00	20,000.00	6,648.00	0.00	20,000.00
097803	BC246	CAP - 758 Mungarra St Tom Price	5,000.00	5,000.00	1,659.00	0.00	5,000.00
097803	BC255	CAP - 261 Poinciana St Tom Price	21,000.00	21,000.00	21,000.00	11,724.90	9,275.10
097803	BC261	CAP - 1152 Tarwonga Crt Tom Price	20,000.00	20,000.00	20,000.00	0.00	20,000.00
097803	BC270	CAP - 1143 Yanagin Pl Tom Price	40,000.00	40,000.00	25,000.00	7,380.32	32,619.68
097800	BN144	Lot 394 Third Ave Onslow	2,100,000.00	2,100,000.00	0.00	0.00	2,100,000.00
			2,516,000.00	2,516,000.00	119,160.00	37,634.47	2,478,365.53
<u>Human Resources</u>							
042125		Test & Tag Machine	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Visitors Centre - Tom Price</u>							
139993		New Front Doors	0.00	0.00	0.00	0.00	0.00
139995		Asset Expansion Visitor Centre Land & Buildings	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
Total			2,516,000.00	2,516,000.00	119,160.00	37,634.47	2,478,365.53

Acquisitions of Assets

Capital Expenditure Progress Report at 31 October 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
COMMUNITY DEVELOPMENT							
Care of Families & Children							
080300	BN455	Paraburdoo Child Care	3,700,000.00	3,700,000.00	750,000.00	50,377.67	3,649,622.33
			3,700,000.00	3,700,000.00	750,000.00	50,377.67	3,649,622.33
Cultural Activities (East)							
113004		Infrastructure - Christmas Decorations	0.00	0.00	0.00	0.00	0.00
113005		Furniture & Equipment	10,000.00	10,000.00	3,332.00	0.00	10,000.00
			10,000.00	10,000.00	3,332.00	0.00	10,000.00
Public Halls - Civic Centre, Pavilion							
110004		Furniture & Fittings	2,000.00	2,000.00	0.00	0.00	2,000.00
117323	15031	Ashburton Hall - Curtain Replacement	12,000.00	12,000.00	0.00	0.00	12,000.00
117323	15033	Ashburton Hall - Reseal Floor	12,000.00	12,000.00	0.00	0.00	12,000.00
117323	15079	Tom Price Community Centre Office - Instal Air Cond	21,500.00	21,500.00	21,500.00	0.00	21,500.00
117323	BC325	CAP - Ashburton Hall Paraburdoo	56,740.00	56,740.00	56,740.00	12,895.00	43,845.00
117323	BC327	CAP - Civic Centre Area W Tom Price	25,380.00	25,380.00	25,380.00	0.00	25,380.00
117323	BC329	CAP - Community Centre (rear of library) Tom Price	127,140.00	127,140.00	127,140.00	15,645.00	111,495.00
117325	15032	Paraburdoo Ashburton Hall - Safety Rails	50,000.00	50,000.00	0.00	0.00	50,000.00
117325	15164	Paraburdoo Ashburton Hall - Safety Rails	60,000.00	60,000.00	0.00	0.00	60,000.00
117326	15153	Paraburdoo Ashburton Hall - Safety Rails	13,600.00	13,600.00	0.00	2,686.00	10,914.00
117327	15154	Paraburdoo Ashburton Hall - Safety Rails	13,000.00	13,000.00	0.00	0.00	13,000.00
117327	15166	Paraburdoo Ashburton Hall - Waste Filtration for Air Cons	6,000.00	6,000.00	0.00	0.00	6,000.00
117327	15167	Paraburdoo Sport Pavilion - Waste Filtration for Air Cons	6,000.00	6,000.00	0.00	0.00	6,000.00
			405,360.00	405,360.00	230,760.00	31,226.00	374,134.00
Foreshore Areas - Onslow							
112864	15094	Removal and Renewal of Fish Offal Tank	6,000.00	6,000.00	6,000.00	0.00	6,000.00
112864	15211	Onslow Solar Lights - Repairs	15,000.00	15,000.00	0.00	0.00	15,000.00
112860	15093	Onslow - Pontoon Tie Down Area	10,000.00	10,000.00	0.00	0.00	10,000.00
112860	15109	Onslow Foreshore - Bin Surrounds	23,000.00	23,000.00	23,000.00	0.00	23,000.00
112860	C014	Osprey Nest	6,700.00	6,700.00	6,700.00	132.50	6,567.50
112860	C015	Front Beach Furniture	8,000.00	8,000.00	8,000.00	312.50	7,687.50
			68,700.00	68,700.00	43,700.00	445.00	68,255.00
Swimming Pool - Tom Price							
113343	BC335	CAP - Vic Hayton Memorial Pool	4,000.00	34,000.00	4,000.00	0.00	34,000.00
113490	15137	Tom Price Pool - Lights to Playground	5,000.00	5,000.00	5,000.00	0.00	5,000.00
113490	15139	Tom Price Pool - Security Sensor Lighting	3,000.00	3,000.00	3,000.00	0.00	3,000.00
113491	15134	Tom Price Pool - Pool Cleaner	15,345.00	15,345.00	15,345.00	361.23	14,983.77
113491	15136	Tom Price Pool - Energy Reduction System	16,600.00	16,600.00	16,600.00	15,775.00	825.00
116294		Office Equipment	0.00	0.00	0.00	0.00	0.00
			43,945.00	73,945.00	43,945.00	16,136.23	57,808.77
Swimming Pool - Paraburdoo							
112968	15045	Paraburdoo Pool - Pool Name Signage	10,000.00	10,000.00	10,000.00	0.00	10,000.00
112968	15210	Paraburdoo Pool - Replace fittings Changes Rooms	20,000.00	20,000.00	0.00	0.00	20,000.00
112968	BC345	CAP - Paraburdoo Swimming Pool	4,870.00	34,870.00	4,870.00	4,875.00	29,995.00
113314	15046	Paraburdoo Pool - Install Variable Speed Pumps	18,065.00	18,065.00	18,065.00	0.00	18,065.00
113320	15035	Paraburdoo Pool - Cilled Water Fountain	12,000.00	12,000.00	12,000.00	7,739.35	4,260.65
113321	15040	Paraburdoo Pool External Power Points	8,000.00	8,000.00	8,000.00	0.00	8,000.00
113321	15043	Paraburdoo Pool - Pool Lighting	30,000.00	30,000.00	30,000.00	0.00	30,000.00
113321	15047	Paraburdoo Pool - Repairs to Shade shelter	30,000.00	30,000.00	30,000.00	0.00	30,000.00
113321	15051	Paraburdoo Pool - Anti Wave Ropes	8,000.00	8,000.00	8,000.00	5,956.84	2,043.16
			140,935.00	170,935.00	120,935.00	18,571.19	152,363.81
Swimming Pool - Onslow							
117650	15023	BUDGET ONLY - Assest New Onslow Swimming Pool	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00
			5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00
Recreation Centre Tom Price							
112855		Furniture & Equipment	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
Onslow MPC							
110364	15098	Onslow MPC - Ventilation to Plant Room	5,500.00	5,500.00	0.00	0.00	5,500.00
110364	15099	Onslow MPC - Install Reception Area	68,000.00	68,000.00	0.00	0.00	68,000.00
110364	15104	Onslow MPC - Vapour Sealling Air-Conditioning	88,000.00	88,000.00	0.00	55,000.00	33,000.00
			161,500.00	161,500.00	0.00	55,000.00	106,500.00
Other Recreation & Sport							
112774	C035	Tom Price/ Paraburdoo Cricket Nets	435,270.00	435,270.00	400,000.00	130,500.00	304,770.00
112774	C037	Meeka (Train) Park Construction	12,000.00	12,000.00	0.00	0.00	12,000.00
112774	C038	Bird Park, Tom Price	0.00	0.00	0.00	0.00	0.00
117343	15052	Tom Price Squash Courts - Air Cond	10,000.00	10,000.00	0.00	0.00	10,000.00
113018		Sporting Precinct Upgrade - Onslow	0.00	0.00	0.00	0.00	0.00
113228	BC375	CAP - Sports Pavilion De Grey Rd Paraburdoo	0.00	0.00	0.00	0.00	0.00
113228	BC377	CAP - Tennis Club Shelter Paraburdoo	0.00	0.00	0.00	0.00	0.00
113218	BC372	CAP - MPC Onslow	0.00	0.00	0.00	0.00	0.00
113014		Office Equipment	2,000.00	2,000.00	0.00	76.27	1,923.73
113230	BE352	Upgrade TP Gym & TP Bowling Club	29,250.00	29,250.00	29,250.00	290.75	28,959.25
113230	15063	Tom Price Bowling Club - Install New Fence	68,500.00	68,500.00	0.00	0.00	68,500.00
113230	15121	Tom Price - Upgrade to Bodyline Gym and Bowling Club	45,000.00	45,000.00	0.00	0.00	45,000.00
113230	15146	Paraburdoo Squash Club - Painting/Tiles/Painting	54,000.00	54,000.00	0.00	14,201.50	39,798.50
113231	15122	Onslow Waterspray Park - Install Air Cond to Plant Room	26,000.00	26,000.00	0.00	0.00	26,000.00
113231	15124	Onslow Waterspray Park - Replace Fencing	45,000.00	45,000.00	0.00	0.00	45,000.00
113231	15125	Onslow Waterspray Park - Replace Pipes	28,000.00	28,000.00	0.00	0.00	28,000.00
113231	15126	Onslow Waterspray Park - Resealing	16,500.00	16,500.00	0.00	0.00	16,500.00
113231	15127	Onslow Waterspray Park - Spill Kit & Safety Equip	20,000.00	20,000.00	0.00	0.00	20,000.00
113231	15149	Paraburdoo - Meeka Park - Repair Train	23,000.00	23,000.00	0.00	0.00	23,000.00
113231	15156	Paraburdoo - Meeka Park - Signage	10,000.00	10,000.00	10,000.00	0.00	10,000.00
113234	BN375	Paraburdoo Community/Sporting Facility	6,000,000.00	6,000,000.00	300,000.00	19,796.00	5,980,204.00
113234	C550	Paraburdoo New Sporting Building Feasibility Study	0.00	0.00	0.00	0.00	0.00
113234	GE023	Clem Thompson Oval Redevelopment	164,350.00	164,350.00	57,350.00	13,141.01	151,208.99
113234	GE024	Tom Price Sports Pavillion (New)	4,050.00	4,050.00	4,050.00	0.00	4,050.00
113234	GE026	CT Oval Redevelopment - Project Management Expenses	0.00	0.00	0.00	0.00	0.00
113234	GE027	TP Sport Precinct: Club & Facility Support	100,000.00	100,000.00	0.00	0.00	100,000.00
138101		Motor Vehicle Purchase	0.00	0.00	0.00	0.00	0.00
			7,092,920.00	7,092,920.00	800,650.00	178,005.53	6,914,914.47

Acquisitions of Assets

Capital Expenditure Progress Report at 31 October 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
Malls							
100050	C500	Revitalisation Design Mall & Environs	89,130.00	89,130.00	89,130.00	75,038.90	14,091.10
100050	C501	Town Centre Upgrade Works	2,010,870.00	2,010,870.00	0.00	28,781.54	1,982,088.46
100050	15217	Tom Price Mall - New Public Notice Board	4,000.00	4,000.00	0.00	0.00	4,000.00
100051	GE014	Paraburdoo Town Redevelopment	1,033,000.00	973,170.00	930,000.00	847,279.76	125,890.24
100051	GE028	Para Town Revitalisation - RIO Projects	60,000.00	119,830.00	40,000.00	0.00	119,830.00
100051	15161	Paraburdoo - Mall Toilet - Toilet Upgrade	51,410.00	51,410.00	0.00	0.00	51,410.00
100051	15215	Paraburdoo Town Centre Landscaping	10,000.00	10,000.00	10,000.00	0.00	10,000.00
100051	15231	Paraburdoo Town Centre Car Park Shade Shelters	150,000.00	150,000.00	0.00	131,730.00	18,270.00
100065	15058	Tom Price Town Mall - Reseal Pavement	50,000.00	50,000.00	0.00	0.00	50,000.00
130105	C064	Village Green Project	0.00	0.00	0.00	0.00	0.00
130106	C301	TP Town Centre Signage	9,050.00	9,050.00	9,050.00	9,050.00	0.00
130106	C302	TP Town Shop Signs	50,080.00	50,080.00	50,080.00	0.00	50,080.00
130106	C303	Chilled Water Fountain Para Town Centre	4,880.00	4,880.00	4,880.00	13,140.00	(8,260.00)
130106	GE033	TP Town Centre Blades	5,000.00	5,000.00	5,000.00	5,000.00	0.00
			3,527,420.00	3,527,420.00	1,138,140.00	1,110,020.20	2,417,399.80
Other Community Amenities							
051984	C060	CCTV Tom Price & Paraburdoo	37,840.00	37,840.00	37,840.00	24,983.10	12,856.90
100031	C072	Entry Statement Onslow	0.00	0.00	0.00	0.00	0.00
100031	C073	Entry Statement Paraburdoo	0.00	0.00	0.00	0.00	0.00
100028		Asset New Other Community Furniture & Equip	0.00	0.00	0.00	141.58	(141.58)
107303		CAP - Bldg Prog/Other Community Amenities	51,200.00	51,200.00	0.00	0.00	51,200.00
			89,040.00	89,040.00	37,840.00	25,124.68	63,915.32
Parks and Ovals							
112742	15143	Line Marking Machines	8,000.00	8,000.00	0.00	227.87	7,772.13
112744	C031	Upgrade Peter Sutherland Oval, Paraburdoo	4,420.00	4,420.00	4,420.00	4,052.50	367.50
112870	15086	Tom Price Lions Park - Replace Playground Equip	350,000.00	350,000.00	0.00	0.00	350,000.00
112870	15165	Paraburdoo - Anzac Memorial - Revitalisation	50,000.00	50,000.00	0.00	0.00	50,000.00
112870	15205	Tom Price Anzac Memorial Refurbishment	350,000.00	350,000.00	50,000.00	0.00	350,000.00
112870	15218	Paraburdoo Shopping Mall Replace Playground	40,000.00	40,000.00	0.00	0.00	40,000.00
112870	15226	Tom Price - Doug Talbot Park Install Lighting	10,000.00	10,000.00	0.00	0.00	10,000.00
112870	15230	Onslow Playground - Install White Sand	80,000.00	80,000.00	0.00	0.00	80,000.00
112874	C028	Works Prog Area W Retic Replacement	0.00	0.00	0.00	0.00	0.00
112874	C057	Water Cooler Paraburdoo Skate Park	0.00	0.00	0.00	0.00	0.00
112874	C059	Fencing Tom Price Lions Park	0.00	0.00	0.00	0.00	0.00
113019		RSL Memorial Park - Tom Price	0.00	0.00	0.00	0.00	0.00
113040		Playground Upgrade (All Towns)	17,510.00	17,510.00	0.00	19.54	17,490.46
112740	15108	Onslow Oval - Replace Water Tanks	66,500.00	66,500.00	0.00	0.00	66,500.00
112740	15128	Paraburdoo Peter Sutherland Oval - Upgrade Electrical P	50,000.00	50,000.00	50,000.00	0.00	50,000.00
112740	15152	Paraburdoo Oval - Upgrade Goals Posts	25,000.00	12,000.00	0.00	10,606.08	1,393.92
112740	15155	Paraburdoo Peter Sutherland Oval - Oval Seating	30,000.00	43,000.00	0.00	26,460.00	16,540.00
112740	15157	Paraburdoo Peter Sutherland Oval - Signage	10,000.00	10,000.00	10,000.00	0.00	10,000.00
112740	15158	Paraburdoo Oval - Signage	10,000.00	10,000.00	10,000.00	0.00	10,000.00
112741	C077	Paraburdoo Skate Park (New Asset)	750,000.00	750,000.00	0.00	0.00	750,000.00
112741	C078	Skate Park Onslow (New)	1,000,000.00	1,000,000.00	280,000.00	1,739.01	998,260.99
112741	15144	Paraburdoo - Meeka Park - Chilled Water Fountain	12,000.00	12,000.00	0.00	8,559.35	3,440.65
112741	C049	Onslow Waste Water Re-Use Scheme	70,000.00	70,000.00	23,319.00	0.00	70,000.00
112741	C053	Area W Master Plan	175,000.00	175,000.00	0.00	0.00	175,000.00
112741	C079	Basketball Courts Onslow (New)	3,500,000.00	3,500,000.00	180,000.00	0.00	3,500,000.00
112741	C300	Tom Price Skate Park Softfall & Lights	20,870.00	20,870.00	0.00	0.00	20,870.00
			6,629,300.00	6,629,300.00	607,739.00	51,664.35	6,577,635.65
Library - Paraburdoo							
112714		Furniture & Fittings	6,000.00	6,000.00	2,000.00	7,061.20	(1,061.20)
113838	BC400	CAP - Library Building	8,000.00	8,000.00	8,000.00	6,571.21	1,428.79
			14,000.00	14,000.00	10,000.00	13,632.41	367.59
Library - Tom Price							
115164		Furniture & Fittings	900.00	900.00	900.00	0.00	900.00
			900.00	900.00	900.00	0.00	900.00
Other Recreation & Sport (Non Specific. Specific Have Their Own Sub Function)							
112784		Plant & Equipment Capital Expenditure	5,500.00	5,500.00	5,500.00	0.00	5,500.00
113021		Security CCTV Project - Onslow	25,600.00	25,600.00	0.00	0.00	25,600.00
113235	15064	Tom Price Clem Thompson Pavilion - Purchase of Floor C	5,500.00	5,500.00	0.00	5,246.83	253.17
113239	15071	Tom Price Net/Basketball Courts - Chilled Water Fountain	12,000.00	12,000.00	12,000.00	9,759.35	2,240.65
			48,600.00	48,600.00	17,500.00	15,006.18	33,593.82
Aged Care							
092268	15118	Onslow Senior Unit 4 - Air Cond	3,000.00	3,000.00	3,000.00	0.00	3,000.00
092269	15100	BUDGET ONLY Onslow Carinya Units Re-Roofing All Unit	130,000.00	130,000.00	130,000.00	0.00	130,000.00
092269	15101	BUDGET ONLY Onslow Carinya Units Solar Hot Water Al	30,000.00	30,000.00	30,000.00	0.00	30,000.00
092269	15102	BUDGET ONLY Onslow Carinya Units Re-Flooring All Uni	35,750.00	35,750.00	35,750.00	0.00	35,750.00
			198,750.00	198,750.00	198,750.00	0.00	198,750.00
Youth Services - Western Sector							
080400		Plant & Equipment	10,000.00	10,000.00	5,000.00	0.00	10,000.00
			10,000.00	10,000.00	5,000.00	0.00	10,000.00
Total			27,141,370.00	27,201,370.00	4,009,191.00	1,565,209.44	25,636,160.56

Acquisitions of Assets

Capital Expenditure Progress Report at 31 October 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
CORPORATE SERVICES							
<u>Business Improvement</u>							
041501		Business Improvement Projects	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Administration General - Tom Price & Paraburdoo</u>							
045964		Furniture & Fittings	3,000.00	3,000.00	1,000.00	892.73	2,107.27
045984		Office Equipment	10,000.00	10,000.00	0.00	135.45	9,864.55
045966		Office Renovations - Tom Price	15,000.00	15,000.00	5,000.00	8,357.26	6,642.74
			28,000.00	28,000.00	6,000.00	9,385.44	18,614.56
<u>Administration General - Onslow</u>							
040364		Office Equipment	0.00	0.00	0.00	0.00	0.00
040365		Telecommunications Equipment - Onslow Office	30,000.00	30,000.00	9,996.00	0.00	30,000.00
040369	BC015	CAP - Bldg Prog/Administration Building Onslow	0.00	0.00	0.00	0.00	0.00
040369	FC015	Onslow Administration Bldg - Construction After Fire	0.00	0.00	0.00	0.00	0.00
040369	FD015	Onslow Administration Building - Fire Demolition/Clean-up	0.00	0.00	0.00	0.00	0.00
045969	15195	Tom Price - Office Accommodation Investigation	50,000.00	50,000.00	0.00	0.00	50,000.00
040376	BN100	Onslow Admin Complex Construction	8,075,000.00	8,075,000.00	1,425,000.00	90,491.75	7,984,508.25
040376	BN101	Planning & Design costs	0.00	0.00	0.00	19,725.54	(19,725.54)
040374		Furniture & Fittings	2,000.00	2,000.00	668.00	0.00	2,000.00
			8,157,000.00	8,157,000.00	1,435,664.00	110,217.29	8,046,782.71
<u>Information Technology</u>							
042464		Computer Equipment	0.00	0.00	0.00	0.00	0.00
042465		Communication Equipment	0.00	16,000.00	0.00	0.00	16,000.00
			0.00	16,000.00	0.00	0.00	16,000.00
<u>Cemeteries</u>							
100016		Onslow Cemetery Upgrade	500.00	500.00	168.00	0.00	500.00
100018		Toilets Onslow Cemetery	0.00	0.00	0.00	0.00	0.00
			500.00	500.00	168.00	0.00	500.00
Total			8,185,500.00	8,201,500.00	1,441,832.00	119,602.73	8,081,897.27
DEVELOPMENT & REGULATORY SERVICES							
<u>Fire Prevention</u>							
051704		Fire Control Vehicles	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Fire Brigades</u>							
051727		Asset New Fire Brigades Land & Buildings	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Animal Control Eastern Sector</u>							
051734		Upgrade Dog Pound Tom Price	10,000.00	10,000.00	10,000.00	0.00	10,000.00
			10,000.00	10,000.00	10,000.00	0.00	10,000.00
<u>Animal Control Western Sector</u>							
051755		Upgrade - Onslow Dog Pound	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Ranger Services</u>							
051735		Upgrade Dog Pound Para	12,000.00	12,000.00	12,000.00	0.00	12,000.00
			12,000.00	12,000.00	12,000.00	0.00	12,000.00
<u>Statutory Services</u>							
072354		Mosquito Fogger Storage Sheds	1,000.00	1,000.00	332.00	0.00	1,000.00
			1,000.00	1,000.00	332.00	0.00	1,000.00
Total			23,000.00	23,000.00	22,332.00	0.00	23,000.00

Acquisitions of Assets

Capital Expenditure Progress Report at 31 October 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
STRATEGIC & ECONOMIC DEVELOPMENT							
<u>Tourism & Area Promotion Eastern Sector</u>							
134848	C600	Installation of Town Entry Signage	18,000.00	18,000.00	18,000.00	0.00	18,000.00
134852	15150	Paraburdoo - Upgrade Visitor Info Bay Camp Rd	100,000.00	100,000.00	0.00	0.00	100,000.00
			118,000.00	118,000.00	18,000.00	0.00	118,000.00
<u>Tourism & Area Promotion Onslow</u>							
134948	BC440	CAP - Onslow Sun Chalets	1,500.00	1,500.00	500.00	0.00	1,500.00
134953		Asset New Tourism & Area Promotion - Onslow PLANT &	6,000.00	6,000.00	0.00	390.00	5,610.00
			7,500.00	7,500.00	500.00	390.00	7,110.00
<u>Museums</u>							
114619	BC410	CAP - Building Prog Onslow Museum	0.00	0.00	0.00	0.00	0.00
114630		Furniture & Equipment	4,000.00	4,000.00	1,332.00	0.00	4,000.00
114631	15232	Old Onslow Risk Assessment Consultancy□	50,000.00	50,000.00	12,500.00	0.00	50,000.00
114631	15233	Old Onslow Risk Mitigation Works□	100,000.00	100,000.00	25,000.00	0.00	100,000.00
			154,000.00	154,000.00	38,832.00	0.00	154,000.00
<u>Ocean View Caravan Park</u>							
134255	BE438	Ocean View Caravan Park Upgrade	2,000,000.00	2,000,000.00	800,000.00	31,337.19	1,968,662.81
134255	BC438	CAP - Ocean View Caravan Park	0.00	0.00	0.00	0.00	0.00
134255	BE439	Ocean View Caravan Park Managers Residence Redevel	200,000.00	200,000.00	66,640.00	0.00	200,000.00
			2,200,000.00	2,200,000.00	866,640.00	31,337.19	2,168,662.81
<u>Tom Price Industrial Land Development</u>							
140154	W657	Boonderoo Subdivision/Survey expenses - Lot 308	220,000.00	220,000.00	73,304.00	0.00	220,000.00
140154	W658	Boonderoo Subdivision/Survey expenses - Lot 350	0.00	0.00	0.00	0.00	0.00
140154	15190	Tom Price Industrial Land - Planning	15,000.00	15,000.00	0.00	0.00	15,000.00
140164	W661	Design & Plan expenses - Boonderoo Lot 350	0.00	0.00	0.00	0.00	0.00
140174	W654	Services Installation - Boonderoo LIA subdivision (Lot 350	0.00	0.00	0.00	0.00	0.00
140174	W653	Services Installation - Boonderoo LIA subdivision (Lot 308	0.00	0.00	0.00	0.00	0.00
			235,000.00	235,000.00	73,304.00	0.00	235,000.00
<u>Tom Price Residential Land Development</u>							
140074	W652	Pilkena/Yaruga St - Subdivision	620,000.00	620,000.00	0.00	0.00	620,000.00
140077	C063	Purchase of "Lazy Land"	100,000.00	100,000.00	0.00	0.00	100,000.00
			720,000.00	720,000.00	0.00	0.00	720,000.00
<u>Onslow Industrial Development</u>							
147312		Subdivision Surveying & Plans	0.00	0.00	0.00	0.00	0.00
147315		Design & Plan Expenses	150,000.00	150,000.00	49,980.00	51,977.56	98,022.44
147318		Services Installation - Onslow Industrial Land	70,000.00	70,000.00	35,000.00	0.00	70,000.00
			220,000.00	220,000.00	84,980.00	51,977.56	168,022.44
<u>TV & Radio Re-Broadcasting</u>							
113784		Broadcasting Equipment	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
<u>Town Site Revitalisation - Eastern</u>							
041046		Office Equipment	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
Total			3,654,500.00	3,654,500.00	1,082,256.00	83,704.75	3,570,795.25

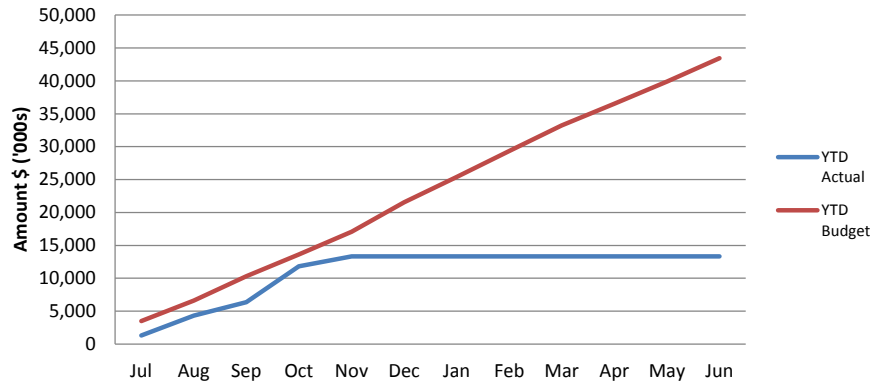
Acquisitions of Assets

Capital Expenditure Progress Report at 31 October 2014

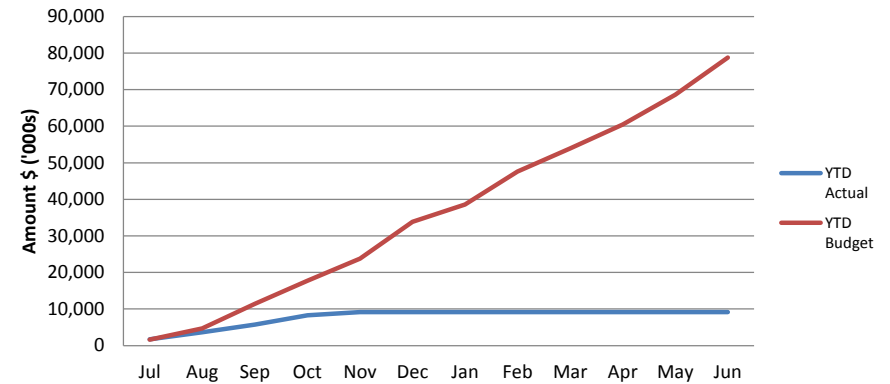
GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
INFRASTRUCTURE							
Depots							
127380	15018	Tom Price Depot Office Expansion	350,000.00	350,000.00	350,000.00	10,899.22	339,100.78
127383	BC415	CAP - Depot Buildings Tom Price	0.00	0.00	0.00	0.00	0.00
127383	BC417	CAP - Depot Buildings Onslow	0.00	0.00	0.00	0.00	0.00
127383	BC419	CAP - Depot Buildings Paraburdoo	0.00	0.00	0.00	2,557.00	(2,557.00)
			350,000.00	350,000.00	350,000.00	13,456.22	336,543.78
Road Plant Purchases							
124954		Plant & Equipment Capital Expenditure	1,222,000.00	1,222,000.00	222,000.00	0.00	1,222,000.00
124964		Motor Vehicle	917,000.00	917,000.00	0.00	174,284.22	742,715.78
124966		Asset New Motor Vehicles Plant & Equipment	144,000.00	144,000.00	47,980.00	0.00	144,000.00
124956		Asset New Plant Plant & Equipment	222,911.00	222,911.00	73,000.00	133,923.50	88,987.50
			2,505,911.00	2,505,911.00	342,980.00	308,207.72	2,197,703.28
Onslow Airport							
120014	C400	Initial Expenses	0.00	0.00	0.00	0.00	0.00
120014	C401	Project Initiation	0.00	0.00	0.00	0.00	0.00
120014	C402	Airstrip Construction	0.00	0.00	0.00	0.00	0.00
120014	C403	Terminal Construction	617,952.00	617,952.00	617,952.00	161,917.87	456,034.13
120014	C404	Construction Camp	0.00	0.00	0.00	0.00	0.00
120014	C408	Screening Equipment & Conveyor system	882,500.00	882,500.00	882,500.00	648,619.05	233,880.95
120014	C410	Landside Facilities - PIP 3B	5,631,950.00	5,631,950.00	3,754,625.00	198,049.74	5,433,900.26
120014	C411	Water Main Diversion FAA	0.00	0.00	0.00	0.00	0.00
120014	C412	Instrument Approach FAA	0.00	0.00	0.00	55,600.00	(55,600.00)
120014	C413	PIP4 Emergency Services	818,550.00	818,550.00	818,550.00	663,851.47	154,698.53
120014	C414	Onslow Airport Outdoor Furniture	34,000.00	34,000.00	34,000.00	66,103.30	(32,103.30)
120015	C407	Emergency Evacuation Works - Wheatstone	0.00	0.00	0.00	0.00	0.00
120016	15203	Onslow Aripport - General Aviation Lease Area Preparation	100,000.00	100,000.00	0.00	0.00	100,000.00
120016	15206	Onslow Aripport Drainage Improvement	50,000.00	50,000.00	10,000.00	0.00	50,000.00
120018	15237	Onslow Airport - Backup Generator Terminal	90,000.00	90,000.00	90,000.00	14,520.00	75,480.00
120018	15238	Onslow Airport Back Up Generator Runway Lighting	20,000.00	20,000.00	20,000.00	0.00	20,000.00
			8,244,952.00	8,244,952.00	6,227,627.00	1,808,661.43	6,436,290.57
Urban Stormwater Drainage							
102388	GE022	Onslow Storm Surge Protection	0.00	0.00	0.00	0.00	0.00
124470	C151	Works Prog Paraburdoo Urban Drainage Reconstruct	1,330,000.00	1,330,000.00	480,000.00	766,668.97	563,331.03
124470	C157	Drainage Mctnce Program CCTV	39,000.00	39,000.00	0.00	1,727.30	37,272.70
			1,369,000.00	1,369,000.00	480,000.00	768,396.27	600,603.73
Construction Streets, Roads, Bridges, Depots							
124440	15223	BUDGET ONLY - Asset New Street Lighting	200,000.00	200,000.00	0.00	11,534.28	188,465.72
124440	C251	Capital Construction Onslow Street Lighting	0.00	0.00	0.00	0.00	0.00
124441	C225	Construction of Cattle Grids	0.00	0.00	0.00	0.00	0.00
124441	C229	Onslow Access Ring Rd - Desgin & Prelim	0.00	0.00	0.00	15,692.50	(15,692.50)
124450	C218	Weano/Banjima Drive Prep 10Km for seal SLK 00-10	3,665,000.00	3,665,000.00	1,910,000.00	2,523,665.85	1,141,334.15
124450	15019	Roebourne Wittenoom Rd Reconstruct & Seal	838,804.00	500,000.00	0.00	0.00	500,000.00
124460	C202	Nameless Valley Road Preliminaries	0.00	0.00	0.00	0.00	0.00
124460	C208	Reseals	471,000.00	471,000.00	156,936.00	53,032.75	417,967.25
124460	15016	Pannawonica Millstream Rd Renewal	1,919,885.00	1,919,885.00	0.00	324,448.73	1,595,436.27
124460	15225	Paraburdoo - Camp Rd Replace Trees	7,700.00	7,700.00	0.00	4,392.06	3,307.94
124460	C217	Roubourne Wittenoom 19.4 - 47.9 Major resheet	0.00	1,170,654.00	0.00	10,140.00	1,160,514.00
124461	15204	BUDGET ONLY Road Resheeting	831,850.00	0.00	0.00	0.00	0.00
			7,934,239.00	7,934,239.00	2,066,936.00	2,942,906.17	4,991,332.83
Maintenance Streets, Roads, Bridges, Depots							
124659		Road Counters	0.00	0.00	0.00	2,010.70	(2,010.70)
			0.00	0.00	0.00	2,010.70	(2,010.70)
Sanitation - General Refuse							
100025		Plant & Equipment Capital Expenditure	10,000.00	10,000.00	8,000.00	0.00	10,000.00
100024	C002	Works Prog Paraburdoo Refuse Site Upgrade	100,000.00	100,000.00	50,000.00	0.00	100,000.00
100024	C004	Works Prog Onslow Refuse Site Upgrade	2,500,000.00	2,500,000.00	125,000.00	0.00	2,500,000.00
100026	C003	Works Prog Onslow Refuse Transfer Station	2,800,000.00	2,800,000.00	0.00	3,119.77	2,796,880.23
100036	C065	Onslow Tip Closure	300,000.00	300,000.00	200,000.00	35,775.94	264,224.06
100036	C075	Onslow Liquid Waste	57,000.00	57,000.00	57,000.00	0.00	57,000.00
100036	C076	Onslow Waste Site Project - Feasibility Project	45,902.00	45,902.00	15,296.00	16,526.50	29,375.50
100036	15021	Tom Price Landfill Management Plan	250,000.00	250,000.00	50,000.00	0.00	250,000.00
100036	15209	Tom Price - Replace Garden Shed	6,000.00	6,000.00	6,000.00	0.00	6,000.00
			6,068,902.00	6,068,902.00	511,296.00	55,422.21	6,013,479.79
Footpaths							
124530	C099	BUDGET ONLY - Asset New Footpaths	250,000.00	250,000.00	0.00	0.00	250,000.00
			250,000.00	250,000.00	0.00	0.00	250,000.00
Total			26,723,004.00	26,723,004.00	9,978,839.00	5,899,060.72	20,823,943.28
Total YTD Capital Expenditure at 31 October 2014			68,243,374.00	68,319,374.00	16,653,610.00	7,705,212.11	60,614,161.89

Income and Expenditure Graphs

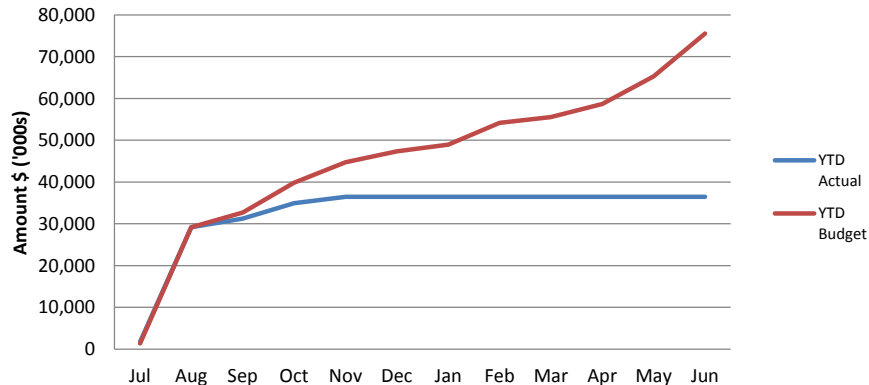
Operating Expenditure October 2014



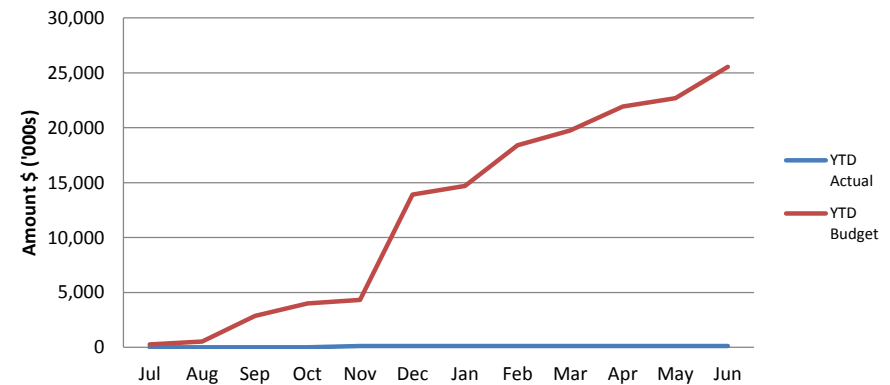
Capital Expenditure October 2014



Operating Income October 2014

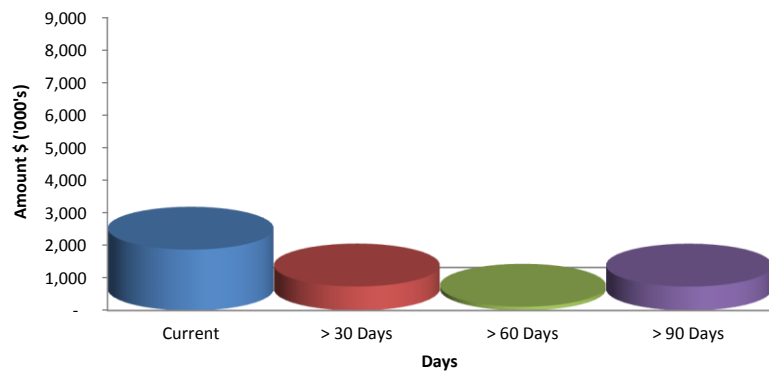


Capital Income October 2014

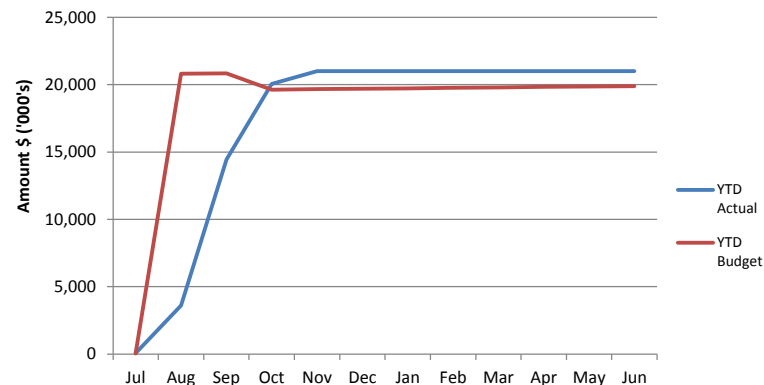


Other Graphs

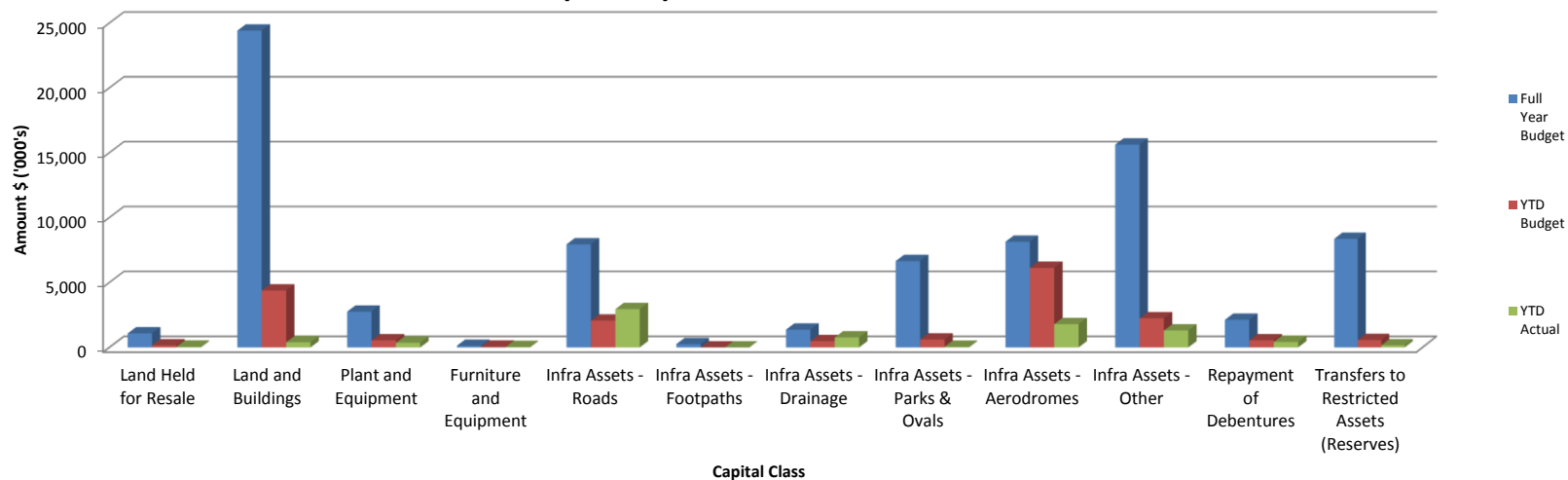
Sundry Debtors Amount O/S November 2014



Current YTD Rates Income as at 30/11/14



Capital Expenditure - October 2014



Private Works Register to 31 October 2014

Private Works Job #	Job Description	Costs		Income		Profit/(Loss)	% Margin	Note
		31/10/2014	Life To Date	31/10/2014	Life To Date			
		Financial Year Costs	Private Works Costs	Financial Year Income	Private Works Income			
X001	Works Prog Private Works	98.91	234,566.92	3,868.51	494,246.76	259,679.84	110.71%	
X005	Private Works - Sealing Aggregate Production	0.00	0.00	0.00	0.00	0.00	0.00%	
X003	Kiss and Drop Tom Price	0.00	7,973.90	0.00	0.00	(7,973.90)	(100.00%)	
X004	Tom Price High School Car Park	0.00	0.00	0.00	0.00	0.00	0.00%	
X006	Private Works - Nameless Valley Aggregate	0.00	2,789.65	0.00	394,402.16	391,612.51	14038.05%	
X007	Nanutarra Munjina Rd	5,446.89	3,655,477.87	0.00	4,170,898.74	515,420.87	14.10%	
X008	Playground - Birds Park	0.00	8,802.00	0.00	0.00	(8,802.00)	(100.00%)	
X009	Private Works Nameless Valley Camp	0.00	6,496,172.93	8,060.00	7,243,415.60	747,242.67	11.50%	1
X010	Fortescue Falls Carpark	0.00	68,649.75	0.00	40,000.00	(28,649.75)	(41.73%)	
X011	P/Wks Mine Rd LIA Intersection Works	0.00	885,074.63	0.00	815,667.15	(69,407.48)	(7.84%)	
X012	Fuel Allocated to Contractors for Road Construction Jobs	0.00	88,162.86	0.00	56,058.44	(32,104.42)	(36.41%)	
X013	Rehabilitation works @ Bingarn Road	0.00	17,558.18	0.00	73,500.00	55,941.82	318.61%	
X014	Maintenance Grading of RTIO Access Tracks	0.00	22,322.62	0.00	20,735.00	(1,587.62)	(7.11%)	
		0.00	0.00	0.00	27,736.01	27,736.01	0.00%	
		0.00	0.00	0.00	1,360.00	1,360.00	0.00%	
X017	P/Wks Hire of Road Sweeper	0.00	7,791.72	385.74	53,525.30	45,733.58	586.95%	
X018	Onslow Airport Apron & Landing Node Extension	0.00	548,323.26	0.00	583,422.21	35,098.95	6.40%	
X019	Hammersley Gorge Works	0.00	1,610,656.68	0.00	1,620,447.39	9,790.71	0.61%	
X020	P/Wks Roadworks & Repairs Strothers Court Tom Price	0.00	0.00	0.00	140,000.00	140,000.00	0.00%	
X021	Pump Out Sewer TP Town Centre	0.00	0.00	0.00	0.00	0.00	0.00%	
X022	P/Wks RTIO - S Fortescue Borefields Road Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	
X023	P/Wks RTIO - White Quarts Road Maintenance	0.00	3,285.54	0.00	14,866.00	11,580.46	352.47%	
X024	P/Wks - RTIO LIA Access Road Improvements	16,280.00	907,997.16	34,100.00	1,204,937.43	296,940.27	32.70%	
X025	P/Wks - Hire of Grade	0.00	0.00	0.00	18,802.68	18,802.68	0.00%	
X026	P/Wks RTIO - Paraburdoo Camp Road Drainage	0.00	152,752.96	0.00	174,195.20	21,442.24	14.04%	
X027	P/Wks - RTIO Western Turner	0.00	1,675.55	0.00	0.00	(1,675.55)	(100.00%)	
X028	P/Wks - BHPB Juna Downs Rd	0.00	958,184.30	0.00	1,034,700.94	76,516.64	7.99%	
X029	P/Wks - Grading WaterCorp Roads	2,798.86	15,992.46	8,318.34	15,014.34	(978.12)	(6.12%)	
X030	P/Wks - RTIO Paraburdoo Caravan Park	0.00	1,708,067.53	0.00	2,035,305.58	327,238.05	19.16%	
X031	P/Wks - Nameless Valley Camp Extension	0.00	0.00	0.00	0.00	0.00	0.00%	
X032	Onslow Airport Camp	0.00	5,133,929.99	(636.36)	4,989,369.27	(144,560.72)	(2.82%)	
			0.00		0.00			
X033	P/Wks Gregory Way Subdivision	0.00	926,132.61	0.00	1,115,863.54	189,730.93	20.49%	
X034	P/Wks - IBN Wakathuni & Bellary	710.77	26,598.25	0.00	30,425.55	3,827.30	14.39%	
X035	P/Wks - RTIO Marandoo Roads	0.00	6,275.59	0.00	6,312.50	36.91	0.59%	
X036	Gardening and Maintenance Work Exp	845.02	2,243.62	816.20	6,255.72	4,012.10	178.82%	
X037	P/Wks BHPB - GNH/Coondewanna Intersection Upgrade	0.00	84,316.79	0.00	85,145.00	828.21	0.98%	
X038	Private Works - DEC & DSD	0.00	19,605.56	0.00	20,161.93	556.37	2.84%	
X039	Karingal Car Park	0.00	555,155.42	0.00	927,821.07	372,665.65	67.13%	
	Road works funded by external sources							
C202	Nameless Valley Road Preliminaries							
C203	Nameless Valley Road Construction	26,180.45	24,156,536.30	54,912.43	27,414,591.51	3,258,055.21	13.49%	
C230	Juna Downs RD							

Notes:

The Life To Date figures provided in this report are effective from 1 July 2009. Council commenced using SynergySoft in the 2007/08 financial year but did not commence utilising the Works Costing (Job) Ledger fully until the 2009/10 financial year.

Profit/Loss Summary

	Income	Expense	Profit/(Loss)
2014/15	54,912.43	26,180.45	28,731.98
2013/14	6,299,545.46	5,843,049.59	456,495.87
2012/13	8,109,538.42	6,861,800.49	1,247,737.93
2011/12	5,097,443.07	5,097,391.14	51.93
2010/11	4,311,179.42	4,627,557.97	(316,378.55)
2009/10	3,541,972.71	1,700,556.66	1,841,416.05
	27,414,591.51	24,156,536.30	3,258,055.21

Note 1

Onslow Airport Camp and Nameless Valley Camp results reported separately under camps and do not form part of private works report in 14/15 year.

LIST OF PAYMENTS FOR NOVEMBER 2014

Municipal Payments

Chq/EFT	Date	Name	Description	Amount
EFT27357	10/11/2014	ARADON PTY LTD	Jewellery for Visitors centre	\$ 373.29
EFT27358	10/11/2014	Ab Loveridge.com (Anthony Loveridge Agencies)	Supply of souvenir items for sale at Tom Price Visitors Centre	\$ 3,218.90
EFT27359	10/11/2014	All Pumps and Waterboring	Supply of 20ltr drums of Boresaver screen clean	\$ 825.00
EFT27360	10/11/2014	Amar Auto Electrics	Repairs on vehicle for indicator fault	\$ 784.00
EFT27361	10/11/2014	Austral Mercantile Collections Pty Ltd	Collections for overdue accounts	\$ 134.88
EFT27362	10/11/2014	BENARA NURSERIES	Supply of eucalyptus vicrix snow queen Paraburdoo Camp Rd, Paraburdoo Drainage and Tom Price Street Works Program	\$ 4,620.00
EFT27363	10/11/2014	BLUE FORCE PTY LTD	CCTV tender progress claim #3	\$ 4,275.81
EFT27364	10/11/2014	BT Equipment	Supply of air filters	\$ 667.21
EFT27365	10/11/2014	Baileys Fertilisers	Supply bags of NPK Blue Mini Granules	\$ 560.18
EFT27366	10/11/2014	Blockbuster Mount Lawley - Empire City	Purchase of new DVDs for Shire libraries	\$ 1,608.00
EFT27367	10/11/2014	Bucher Municipal	Pipe Assy	\$ 207.90
EFT27368	10/11/2014	Budget Car and Truck Rental	Hire of vehicles for travel to Perth for executives	\$ 881.08
EFT27369	10/11/2014	COVS PARTS PTY LTD	Supply of parts for high pressure equipment, and other plant repairs	\$ 1,437.97
EFT27370	10/11/2014	CRAVE JUICE BAR	Supply of consumables for sports community workshop	\$ 127.50
EFT27371	10/11/2014	Centrel Pty Ltd T/A BP Reliance Petroleum	Fuel supplies for Onslow airport and Tom Price	\$ 85,242.76
EFT27372	10/11/2014	Cindy Derschow	Reimbursement for coffee pods purchased for the Paraburdoo library	\$ 146.00
EFT27373	10/11/2014	Coates Hire Operations Pty Ltd (TP)	Hire of variable message board and scissor lift	\$ 7,163.10
EFT27374	10/11/2014	Craig Johnson	Reimbursement for fuel for PUT51 as fuel card wouldn't process transaction	\$ 84.25
EFT27375	10/11/2014	DEPARTMENT OF ENVIRONMENT REGULATION	Noise refresher course for A. Broocker	\$ 350.00
EFT27376	10/11/2014	DIRECT TRADES SUPPLY P/L	Supply of Hunter PGJ 100mm Sprinklers	\$ 435.00
EFT27377	10/11/2014	Dell Computer Ltd	Supply of computer office equipment	\$ 1,954.70
EFT27378	10/11/2014	E & MJ Rosher Pty Ltd	Supply of mechanical parts required for Shire fleet	\$ 557.20
EFT27379	10/11/2014	EG INCURSIONS PTY LTD T/AS EDUCATION GROUP	Delivery of Workshops in Onslow for October School Holiday Program 2014	\$ 14,625.25
EFT27380	10/11/2014	Ess Gumula Pty Ltd - Rocklea Palms	Catering for PMG Meeting at Paraburdoo Project Office	\$ 153.45
EFT27381	10/11/2014	FORCE POWER PTY LTD	Various electrical work and diagnostic in locations in Tom Price and Paraburdoo	\$ 1,617.00
EFT27382	10/11/2014	Guru Productions	Shire's contribution for TV program to be filmed in Karijini and Tom Price	\$ 5,500.00
EFT27383	10/11/2014	Hitachi Ltd	Repair damage to 644 K loader sustained while clearing fire breaks around Tom Price	\$ 1,376.11
EFT27384	10/11/2014	Hotel Ibis - Perth	Accommodation for Cr Dias to attend the WALGA training course Financial Reports and Budgets	\$ 595.20
EFT27385	10/11/2014	INITIAL HYGIENE / PINK HYGIENE SOLUTIONS	Contract K63/C/54045341 - Sanitary Disposal	\$ 1,969.23
EFT27386	10/11/2014	ISS Integrated Services Pty Ltd	Supply of fuel & other parts from Pannawonica Garage	\$ 4,554.33
EFT27387	10/11/2014	J. Blackwood & Son Limited	Supply of Personal Protective wear for staff members	\$ 638.28
EFT27388	10/11/2014	JAPANESE TRUCK & BUS SPARES	Supply of mechanical parts as required for Shire fleet	\$ 162.80
EFT27389	10/11/2014	JOHN PHILLIPS CONSULTING	CEO Appraisal - Councillor briefing & planning Sessions	\$ 1,650.00
EFT27390	10/11/2014	JR & A Hersey Pty Ltd	Supply of outdoor staff uniforms	\$ 533.91
EFT27391	10/11/2014	Jags Floor Coverings Pty Ltd	Supply and install timberland classic floorboards to 261 Poinciana St in Tom Price	\$ 11,724.90
EFT27392	10/11/2014	Jo-Anne Hullock	School holidays programme facilitator for Konga Dance	\$ 300.00
EFT27393	10/11/2014	Jtagz PtyLtd	Supply of dog & cat registration tags	\$ 586.30
EFT27394	10/11/2014	KI EQUIPMENT HIRE PTY LTD	Fuel for Shire fleet at Onslow fuel stations	\$ 2,831.67
EFT27395	10/11/2014	LGMA (WA) DIVISION	LGMA 2014-2015 Membership for M. May	\$ 480.00
EFT27396	10/11/2014	LYONS & PEIRCE KARRATHA	Supply and installation of plumbing requirements at various Shire owned locations	\$ 8,707.60
EFT27397	10/11/2014	Landgate	72 Land Enquiries for the month of September 2014	\$ 72.00
EFT27398	10/11/2014	Landmark Engineering and Design T/as Exteria Street & Park Outfitters	Purchase of two large car park shelters for the Paraburdoo Ashburton Avenue car park for the town revitalisation project.	\$ 142,982.40
EFT27399	10/11/2014	Leeuwin Civil	Diesel for Generator RFT12/14 Supply Installation & repair of Drainage Infrastructure in Paraburdoo	\$ 2,970.00
EFT27400	10/11/2014	Lo-Go Appointments	Wages for K Friis - Ranger	\$ 2,171.18
EFT27401	10/11/2014	Locks Galore	Supply of touch point 30 key cabinet	\$ 258.85
EFT27402	10/11/2014	MCMULLEN NOLAN GROUP	Survey works as directed under RFT 06/14	\$ 5,335.00
EFT27403	10/11/2014	MGB LEGAL PTY LTD	Legal expenses in relation to the removal of caveat on a portion of lot 16 Onslow road, Onslow	\$ 656.75
EFT27404	10/11/2014	MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Hardware items	\$ 496.75
EFT27405	10/11/2014	Manning Pavement Services Pty Ltd	Undertake all works as described in the plans and specifications of RFT 08-14 civil0 works IGA car park Paraburdoo	\$ 82,230.61
EFT27406	10/11/2014	Melissa May	Reimbursement for diesel fuel Tom Price to Paraburdoo work trip	\$ 130.70
EFT27407	10/11/2014	Mercure Hotel Perth	Accommodation for Shire staff, executives, and councillors while attending training or meetings	\$ 1,374.00
EFT27408	10/11/2014	Nationwide Oil - Transpacific	Removal and disposal of used oil filters and associated hydrocarbon containers	\$ 11,654.50
EFT27409	10/11/2014	ONSLow LAUNDRY SERVICE	Laundry and linen hire for October 2014	\$ 2,494.21
EFT27410	10/11/2014	PILBARA FOOD SERVICES P/L	Supply of consumables for Shire offices	\$ 217.60
EFT27411	10/11/2014	PILBARA INDUSTRIES CONSTRUCTION & MAINTENANCE	Plumbing works at Shire related locations	\$ 548.35
EFT27412	10/11/2014	Pannawonica Youth Club	Assisting with School Holiday Programme	\$ 200.00
EFT27413	10/11/2014	Paraburdoo IGA	Purchase of refreshments for Paraburdoo Staff	\$ 88.05

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EFT27414	10/11/2014 PathWest Lab Medicine WA	Drug and alcohol screening	\$	35.00
EFT27415	10/11/2014 Pilbara Mechanical Services	Mechanical repairs and diagnostic	\$	546.70
EFT27416	10/11/2014 Pilbara Motor Group	Mechanical repairs and diagnostics	\$	694.52
EFT27417	10/11/2014 Pilbara Regional Council	Member contributions quarter 2	\$	60,500.00
EFT27418	10/11/2014 Pritchard Francis P/L	Engineering to Tom Price mall stage 2, cantilevered shade structures	\$	5,170.00
EFT27419	10/11/2014 Protector Alsafe	Supply of outdoor staff required uniforms	\$	99.98
EFT27420	10/11/2014 QUALITY PRESS	Supply of staff business cards	\$	345.40
EFT27421	10/11/2014 Richard Smit	Price gun for Tom Price swimming pool	\$	17.95
EFT27422	10/11/2014 Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity usage charges	\$	829.69
EFT27423	10/11/2014 SAS Locksmiths	Supply of keys for Community Development access to building for staff members	\$	73.15
EFT27424	10/11/2014 SCOTT PRINTERS	Supply of 500 leaflets as requested	\$	275.00
EFT27425	10/11/2014 SETON AUSTRALIA	Supply of outdoor storage centre and disposal units for facilities	\$	763.40
EFT27426	10/11/2014 ST JOHN AMBULANCE TOM PRICE	Supply of vehicle first aid kits	\$	195.00
EFT27427	10/11/2014 Sarah Wilson	Fuel for vehicle on R & R	\$	674.55
EFT27428	10/11/2014 Sigma Chemicals	Supply of required chemicals	\$	1,127.07
EFT27429	10/11/2014 South West Fire Solutions	Service of all fire extinguishers throughout the Shire as per location report	\$	11,619.80
EFT27430	10/11/2014 TALIS CONSULTANTS PTY LTD	Consultancy services for geotechnical investigations for the Onslow Tip & excavation works management plan variations including additional design works for the Onslow Access Ring Road	\$	10,308.01
EFT27431	10/11/2014 THOMSON REUTERS	E-Recruitment Solutions BigRedSky Licence Fee twelve months	\$	10,934.00
EFT27432	10/11/2014 TRACEY BOLLAND	Monthly rent for rental property	\$	6,500.00
EFT27433	10/11/2014 Tenderlink.com	Tender link fees for construction of the Onslow Waste transfer station	\$	165.00
EFT27434	10/11/2014 The Shop Doctor Trust T/as Shapemakers	Supply of aviation font stencils	\$	762.30
EFT27435	10/11/2014 Tom Price Amateur Basketball Association	School holiday program facilitator for basketball	\$	300.00
EFT27436	10/11/2014 Tom Price Amateur Swimming Club	Kid Sport applications	\$	400.00
EFT27437	10/11/2014 Tom Price Hotel Motel	Accommodation for Shire staff members	\$	368.00
EFT27438	10/11/2014 Tom Price Tyrepro	Mechanical repairs and supply of parts and new tyres for Shire fleet	\$	5,327.50
EFT27439	10/11/2014 Tom Price Tyres	Mechanical service, repairs and supply of parts and tyres for Shire fleet	\$	640.60
EFT27440	10/11/2014 Toyo Tyre & Rubber Australia Ltd	Supply of required tyres for Shire plant and fleet	\$	2,266.00
EFT27441	10/11/2014 Triset Boss Business Forms	Supply of dog and cat registration forms	\$	1,717.00
EFT27442	10/11/2014 URBAN FOUNTAINS & FURNITURE P/L	Urban Fountains chilled water fountain unit - Paraburdoo Pool, Tom Price Netball Courts and Meeka Park	\$	22,440.00
EFT27443	10/11/2014 VISIMAX SAFETY PRODUCTS	Supply of local Government Function & Regulations infringement books	\$	149.20
EFT27444	10/11/2014 Vision Safe Pty Ltd	Supply of tanami forest green hat with embroidery - text only "Shire of Ashburton"	\$	695.20
EFT27445	10/11/2014 WA Library Supplies	Purchase of new carrel for the Paraburdoo Internet library computer	\$	375.00
EFT27446	10/11/2014 Waste and Recycle 2014 Conference	Registration fee to attend	\$	860.00
EFT27447	10/11/2014 Water 2 Water	1 month contracted service fee in advance	\$	69.00
EFT27448	10/11/2014 Westaintree Pty Ltd t/as COLLINS BOOKSELLER SOUTHLANDS	Purchase of new book stock for the Tom Price, Onslow & Pannawonica Library's	\$	660.09
EFT27449	10/11/2014 Westrac Pty Ltd	Supply of mechanical parts required for plant equipment	\$	506.37
EFT27450	10/11/2014 Whelans	Consultancy service for the car parking strategy & laneway for Onslow including site visit costs	\$	5,487.31
EFT27457	12/11/2014 AJB SUPERANNUATION FUND	Superannuation contributions	\$	1,310.70
EFT27458	12/11/2014 AMP Corporate Superannuation (SuperLeader)	Superannuation contributions	\$	1,404.40
EFT27459	12/11/2014 AMP Flexible Lifetime Super	Superannuation contributions	\$	409.94
EFT27460	12/11/2014 AMP Signature Super	Superannuation contributions	\$	876.54
EFT27461	12/11/2014 Australian Super	Superannuation contributions	\$	7,635.04
EFT27462	12/11/2014 BT Personal Super Plan	Superannuation contributions	\$	179.16
EFT27463	12/11/2014 BT Super For Life	Superannuation contributions	\$	983.04
EFT27465	12/11/2014 BT Super For Life	Superannuation contributions	\$	409.94
EFT27466	12/11/2014 BT Super For Life	Superannuation contributions	\$	698.03
EFT27467	12/11/2014 BT Super For Life	Superannuation contributions	\$	409.96
EFT27468	12/11/2014 BT Super For Life	Superannuation contributions	\$	218.28
EFT27469	12/11/2014 BT Super For Life	Superannuation contributions	\$	434.36
EFT27470	12/11/2014 BUSS (Queensland) Pty Ltd	Superannuation contributions	\$	446.58
EFT27471	12/11/2014 Care Super Pty Ltd	Superannuation contributions	\$	1,229.48
EFT27472	12/11/2014 Cbus Super	Superannuation contributions	\$	2,027.13
EFT27473	12/11/2014 Christian Super	Superannuation contributions	\$	232.28
EFT27474	12/11/2014 Commonwealth Essential Super	Superannuation contributions	\$	179.00
EFT27475	12/11/2014 Employee Self Managed Superfund	Superannuation contributions	\$	476.74
EFT27476	12/11/2014 Design Collision Pty Ltd	Tom Price blade signage production final payment	\$	39,963.00
EFT27477	12/11/2014 EmPlus	Superannuation contributions	\$	233.88
EFT27478	12/11/2014 HOSTPLUS Superannuation Fund	Superannuation contributions	\$	4,922.87
EFT27479	12/11/2014 Hesta Super Fund	Superannuation contributions	\$	2,348.87
EFT27480	12/11/2014 MTAA Superannuation Fund	Superannuation contributions	\$	434.36
EFT27481	12/11/2014 Prime Super	Superannuation contributions	\$	436.56
EFT27482	12/11/2014 Q Super	Superannuation contributions	\$	779.14
EFT27483	12/11/2014 Rest Superannuation	Superannuation contributions	\$	4,213.88
EFT27484	12/11/2014 Statewide Superannuation	Superannuation contributions	\$	794.16
EFT27485	12/11/2014 Sunsuper	Superannuation contributions	\$	3,920.18

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EFT27486	12/11/2014 THE CARPENTER SUPERANNUATION FUND	Superannuation contributions	\$	307.02
EFT27487	12/11/2014 Vision Super	Superannuation contributions	\$	1,783.79
EFT27488	12/11/2014 WA Local Government Super Plan	Superannuation contributions	\$	64,959.62
EFT27489	12/11/2014 Wealth Personal Superannuation and Pension Fund	Superannuation contributions	\$	1,689.74
EFT27490	13/11/2014 1 ON 1 CONSULTING	Six consultation sessions	\$	315.00
EFT27491	13/11/2014 A + M MEDICAL SERVICES	Service of oxygen and defibrillator	\$	285.76
EFT27492	13/11/2014 ACACIA CONNECTION PTY LTD	Employee Assistance hours for employees during September 2014	\$	1,193.50
EFT27493	13/11/2014 ALLIED PICKFORDS WA	Relocation of R. Smit from Paraburdoo to Tom Price	\$	2,662.00
EFT27494	13/11/2014 ASM ECLIPSE PTY LTD	Supply of 3d Christmas cards	\$	100.96
EFT27495	13/11/2014 AUSTRAL POOL SOLUTIONS	Supply of anti midi lane rope 50m including tensioners for Paraburdoo Pool	\$	6,525.92
EFT27496	13/11/2014 Abco Products	Cleaning products as per attached order	\$	701.62
EFT27497	13/11/2014 Aspermont Limited	WME Magazine 1 year Subscription	\$	189.00
EFT27498	13/11/2014 Australian Business Pages Directory	Australian Business Pages directory listing renewal	\$	214.50
EFT27499	13/11/2014 BINNING PTY LTD	Works as awarded in RFT 14/13 hire of two water carts and labour costs for October	\$	51,750.00
EFT27501	13/11/2014 CBM Corporate Pty Ltd	Audio visual with laptop	\$	2,954.60
EFT27502	13/11/2014 CENTURION TRANSPORT CO PTY LTD	Freight charges	\$	475.60
EFT27503	13/11/2014 COATES HIRE - ONSLOW	Hire of specific plant equipment	\$	14,113.00
EFT27504	13/11/2014 COVS PARTS PTY LTD	Mechanical parts required for Shire fleet	\$	496.90
EFT27505	13/11/2014 Cabcharge Australia	Taxi fares for councillors, staff and executives to attend meetings, airport transfers and training	\$	1,126.13
EFT27506	13/11/2014 Chadson Engineering	Supply of pool test, test tubes, and assorted chlorine tablets	\$	1,083.28
EFT27507	13/11/2014 City of Karratha	Processing of Building licence fees	\$	5,015.00
EFT27508	13/11/2014 Coates Hire Operations Pty Ltd (TP)	Hire of message board	\$	5,718.34
EFT27509	13/11/2014 Convic Skate Parks Pty Ltd	Variation payment	\$	2,838.00
EFT27510	13/11/2014 D-TRANS	Supply of upgraded genset from 6 to 9 KVA , modifications to the dollys landing gear and tinting of all cabin windows as discussed	\$	2,326.60
EFT27511	13/11/2014 DEPT OF STATE DEVELOPEMENT	Repayment of loan 8	\$	291,349.00
EFT27512	13/11/2014 DIRECT TRADES SUPPLY P/L	Supply of Galcon Battery Tap Timers	\$	510.00
EFT27513	13/11/2014 DOUG BAKER	Refund of dog kennel costs	\$	85.00
EFT27514	13/11/2014 EN SUF	Supply of various items for sale at the Tom Price visitors centre	\$	619.50
EFT27515	13/11/2014 Esplanade Hotel Fremantle	Accommodation for F. Ludovico	\$	735.00
EFT27516	13/11/2014 Fuji Xerox Australia Pty Ltd	Rental charge for equipment	\$	2,450.25
EFT27517	13/11/2014 GSK AIRCONDITONING & REFRIGERATION	Supply and installation of air-conditioning unit to the Multi-purpose centre Onslow, second payment as works are complete	\$	30,250.00
EFT27518	13/11/2014 HODGE COLLARD PRESTON ARCHITECTS	Professional costs for partial design and contract document for Onslow Admin Complex	\$	63,800.00
EFT27519	13/11/2014 HQ MANAGEMENT	Consultation services for projects within the Shire including Paraburdoo Child Care centre, Onslow airport and Ocean View Caravan Park project management	\$	21,664.89
EFT27520	13/11/2014 Heavy Automatics pty ltd	Supply of transmission oil 20 Litres	\$	426.07
EFT27521	13/11/2014 ISENTIA	Media monitoring service	\$	840.28
EFT27522	13/11/2014 Independent Valuers of Western Australia Pty Ltd	Desktop valuation for Lot 578 Hedditch Street, Onslow	\$	220.00
EFT27523	13/11/2014 J. Blackwood & Son Limited	Supply of cleaning and personal hygiene products for facilities	\$	1,159.53
EFT27524	13/11/2014 JR & A Hersey Pty Ltd	Supply of outdoor staff uniforms	\$	1,640.62
EFT27525	13/11/2014 Jason Signmakers	Supply of Caravan Directional Signs	\$	605.00
EFT27526	13/11/2014 K MART KARRATHA	Gifts for Onslow Christmas celebrations	\$	864.00
EFT27527	13/11/2014 KHB Mobile mechanical PTY LTD	Mechanical works including labour costs	\$	2,479.73
EFT27528	13/11/2014 Karratha Smash Repairs	Excess on insurance claim	\$	300.00
EFT27529	13/11/2014 Komatsu Australia Pty Ltd	Parts and service	\$	446.83
EFT27530	13/11/2014 Leonie Bailey	Audit Report for Fish to Feed Program-year ending June 2014, Onslow	\$	660.00
EFT27531	13/11/2014 Momar Australia Pty Ltd	Supply of hand cleaner sanitiser, pest control, depot supplies, bbq cleaner ,graffiti remover .	\$	4,954.95
EFT27532	13/11/2014 Nintirri Neighbour Centre Inc	Assistance at Tom Price Welcome Event coordinating craft activities	\$	300.00
EFT27533	13/11/2014 ONSITE RENTAL GROUP OPERATIONS (WA) (Statewide Equip Hire)	Hire of kanga digger, damage waiver	\$	250.59
EFT27534	13/11/2014 Onslow Sun Chalets	Technician - Room 11 Reimbursement for ERA Invoice 17766	\$	562.52
EFT27535	13/11/2014 PARABURDOO GOLF CLUB	Facilitation kid's golf 1/10/14 for School holiday program	\$	300.00
EFT27536	13/11/2014 PILBARA FOOD SERVICES P/L	Catering for Welcome Event in Tom Price and consumables for administration building	\$	892.53
EFT27537	13/11/2014 PILBARA INDUSTRIES CONSTRUCTION & MAINTENANCE	Building maintenance requirements to Shire staff housing	\$	2,722.50
EFT27538	13/11/2014 Paraburdoo IGA	Paraburdoo Welcome Event - Drinks and Miscellaneous purchases	\$	657.87
EFT27539	13/11/2014 Pilbara Motor Group	Purchase of three vehicles for Shire fleet, and mechanical parts required for upkeep of existing Shire fleet	\$	192,359.60
EFT27540	13/11/2014 Protector Alsafe	Supply of outdoor staff uniforms	\$	43.08
EFT27541	13/11/2014 Rio Tinto - Pilbara Iron Company Services Pty Ltd	Water rates	\$	4,436.40
EFT27542	13/11/2014 Road Signs Australia	Provide signs as requested	\$	1,855.04

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EFT27543	13/11/2014 Royal Wolf Trading	Accommodation rental costs for Nameless Valley Camp	\$	54,852.58
EFT27544	13/11/2014 SETON AUSTRALIA	Supply of disposal units and safety equipment for facilities	\$	192.39
EFT27545	13/11/2014 SPIN-AFFIX TOUCH & VOLLEYBALL TEAM	Small assistance donation	\$	365.60
EFT27546	13/11/2014 ST JOHN AMBULANCE TOM PRICE	Supply of Epi-pen Adult and Epi-pen Junior and other first aid items	\$	755.00
EFT27547	13/11/2014 STEEL POST AND RAIL PTY LTD	Supply & delivery of 3 Grandstand with shade structure kits - final payment	\$	20,374.20
EFT27548	13/11/2014 Seek Limited	Online advertisement for Staff Development Coordinator	\$	280.50
EFT27549	13/11/2014 Simmone Van Buerle	Reimbursement of consumables	\$	123.04
EFT27550	13/11/2014 StarTrack Retail Pty Ltd	Delivery to water examination lab, Pathwest lab	\$	388.45
EFT27551	13/11/2014 Susanna Tope	Delivery of Yoga/aqua for school holidays programme	\$	300.00
EFT27552	13/11/2014 T F Woollam & Son PTY LTD	Progress claim 16 for Onslow Airport Terminal Building	\$	459,595.02
EFT27553	13/11/2014 TALIS CONSULTANTS PTY LTD	Talis consultancy services for various projects	\$	9,116.40
EFT27554	13/11/2014 TROY DAVIS	Reimbursement for water consumption used at his Shire house	\$	118.40
EFT27555	13/11/2014 The Pilbara Clean Machine	Full compactor and truck detail	\$	1,996.78
EFT27556	13/11/2014 The Workwear Group - Neat and Trim	Staff uniforms	\$	2,207.88
EFT27557	13/11/2014 Toll Ipec Pty Ltd	Freight charges	\$	16.38
EFT27558	13/11/2014 Tom Price Amateur Basketball Association	School holidays programme facilitator for basketball	\$	600.00
EFT27559	13/11/2014 Tom Price Tyrepro	Mechanical repairs, supply of parts and tyres for maintenance of Shire fleet	\$	517.00
EFT27560	13/11/2014 Viva Energy Australia Ltd	Shell fuel cards for shire fleet diesel	\$	18,082.53
EFT27561	13/11/2014 WA Library Supplies	Purchase of books	\$	151.50
EFT27562	13/11/2014 WA Rangers Association	WA Ranger Notebook	\$	78.05
EFT27563	13/11/2014 WALGA - WA LOCAL GOV. ASSOC.	Market force advertising costs	\$	1,996.42
EFT27564	13/11/2014 WURTH AUSTRALIA	Stock Refill for Workshop	\$	1,196.12
EFT27565	13/11/2014 Westprint Heritage Maps P/L	Purchase of Local History, books & cd's for the Pannawonica & Onslow Library	\$	847.30
EFT27572	20/11/2014 AFlex Technology (NZ) Ltd	Purchase of swimming pool inflatable ' Log runner' SP-023-00	\$	7,775.90
EFT27573	20/11/2014 ALLIED PICKFORDS WA	Relocation costs for M. Hakim	\$	1,065.90
EFT27574	20/11/2014 ANTONINO MENTA	Reimbursement of fuel for purchased for as8344	\$	83.26
EFT27575	20/11/2014 ARCHIVEWISE	Storage for Archive and GOVT repository	\$	17.15
EFT27576	20/11/2014 AUSTRAL POOL SOLUTIONS	Supply of dry acid	\$	370.52
EFT27577	20/11/2014 Aerodrome Management Services Pty Ltd	Onslow Aerodrome Electrical ATI	\$	8,023.00
EFT27578	20/11/2014 Aircservices Australia	Civil aviation regulations and ERSA Spiral bound with RDS 12 month subscription	\$	242.95
EFT27579	20/11/2014 Assetic Australia Pty	Asset Management Bureau Services including support and maintenance of my Data	\$	64,248.97
EFT27580	20/11/2014 BJ & A Building and Maintenance	Repairs and maintenance to Shire related buildings as requested	\$	6,583.50
EFT27581	20/11/2014 Black Ice Group Pty T/A Black Ice Sunglasses	Supply of sunglasses for sale at the Visitors Centre	\$	313.67
EFT27582	20/11/2014 Byblos Constructions-Paraburdoo	Repair shower leak at 556 Margaret Ave, Paraburdoo	\$	300.00
EFT27583	20/11/2014 CATERLINK	Purchase of a new Bain-marie for the Tom Price Community Hall	\$	3,328.60
EFT27584	20/11/2014 CENTURION TRANSPORT CO PTY LTD	Freight costs	\$	974.65
EFT27585	20/11/2014 CHICHESTER METALS PTY LTD	Rates refund for assessment overpayment	\$	550.70
EFT27586	20/11/2014 CLEVER PATCH PTY LTD	Purchase of craft items for programs run in the Pannawonica and Onslow Library	\$	539.17
EFT27587	20/11/2014 COVS PARTS PTY LTD	Supply of timing belt for repairs	\$	121.00
EFT27588	20/11/2014 City of Karratha	Building Licence Fees - Certificate of Design Compliance for September 1014	\$	2,467.16
EFT27589	20/11/2014 Civic Legal By Rockwell Olivier	Supply of standard template lease, a standard template licence and a range of the more common variable clauses that the Shire is likely to encounter with users of community facilities	\$	4,235.00
EFT27590	20/11/2014 Coates Hire Operations Pty Ltd (TP)	Hire of 80 kva Generator	\$	7,653.18
EFT27591	20/11/2014 DICE SOLUTIONS	Electrical fault diagnostic and repairs	\$	1,038.68
EFT27592	20/11/2014 DIRECT TRADES SUPPLY P/L	Supply of specific hardware items	\$	151.24
EFT27593	20/11/2014 DREADS CONTRACTING	Gardening and rubbish removal from Old Onslow	\$	3,124.00
EFT27594	20/11/2014 DVA FABRICATIONS	Purchase of table for Paraburdoo Building	\$	210.00
EFT27595	20/11/2014 Dell Computer Ltd	Supply of computer equipment & accessories for Community Development	\$	8,735.10
EFT27596	20/11/2014 Denver Technology	Support agreement, storage craft Government shadow protect server including 1 year maintenance	\$	10,087.84
EFT27597	20/11/2014 Dingo Promotions	Supply of ranger uniforms	\$	92.40
EFT27598	20/11/2014 E & MJ Roshier Pty Ltd	Supply of filter kit for service.	\$	397.95
EFT27599	20/11/2014 ELITE SIGNS	Supply of waste signs	\$	9,992.40
EFT27600	20/11/2014 ERA CONTRACTORS	Electrical works, after hours call out	\$	924.00
EFT27601	20/11/2014 ESS THANLANYJI P/L	Mandays for October and supply of Neverfail water bottles for Onslow camp	\$	73,569.17
EFT27602	20/11/2014 Esplanade Hotel Fremantle	Accommodation for LGMA Conference for G. Anderson-Smith	\$	705.00
EFT27603	20/11/2014 FMG PILBARA PTY LTD	Rates refund for assessment due to overpayment	\$	36,592.65
EFT27604	20/11/2014 FORCE POWER PTY LTD	Electrical diagnostic and repairs at various Shire related locations in Tom Price and Paraburdoo	\$	35,093.70
EFT27605	20/11/2014 GLH CONTRACTING	Grading works and dry hire of caravan	\$	45,623.05
EFT27606	20/11/2014 GREENWAY ENTERPRISES	Supply of gardening materials	\$	1,121.05
EFT27607	20/11/2014 GREG WEST	Membership fee for surveying and spatial sciences institute reimbursement	\$	420.00

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EFT27608	20/11/2014 GSK AIRCONDITONING & REFRIGERATION	Service of air conditioners throughout the Shire including Houses, Depots, Buildings and Camps	\$	143.00
EFT27609	20/11/2014 Gumala Contracting	Removal of redundant signs	\$	4,532.00
EFT27610	20/11/2014 HQ MANAGEMENT	Project management services	\$	743.60
EFT27611	20/11/2014 ISS Integrated Services Pty Ltd	Grocery supplies for Pannawonica Community Development programs and administration consumables	\$	1,285.10
EFT27612	20/11/2014 ISS Intergrated Services-Perth	Grocery supplies for Onslow for Community Development programs and administration consumables	\$	744.51
EFT27613	20/11/2014 J. Blackwood & Son Limited	Supply of cream cleaner septone	\$	30.40
EFT27614	20/11/2014 JAPANESE TRUCK & BUS SPARES	Supply of mechanical parts to service Shire fleet	\$	693.65
EFT27615	20/11/2014 JR & A Hersey Pty Ltd	Supply of outdoor staff uniforms and personal protective wear	\$	673.37
EFT27616	20/11/2014 John Shenton Pumps	Supply of wave 300 pool cleaner and lane rope	\$	15,746.63
EFT27617	20/11/2014 K MART KARRATHA	Supply of white tablecloths	\$	150.00
EFT27618	20/11/2014 Greg Biffin	Reimbursement of personal drill used for works at Ocean View Caravan Park (half of original cost)	\$	200.00
EFT27619	20/11/2014 KI EQUIPMENT HIRE PTY LTD	Fuel for Shire fleet in Onslow	\$	1,621.73
EFT27620	20/11/2014 Kleenheat Gas	Gas supplies for Ocean View Caravan park and filler gun kit	\$	1,122.60
EFT27621	20/11/2014 LESTOK TOURS PTY LTD	Airport transfers for Shire staff, external contractors and councillors	\$	878.00
EFT27622	20/11/2014 LYONS & PEIRCE KARRATHA	Plumbing maintenance for the month of October	\$	3,360.37
EFT27623	20/11/2014 Lo-Go Appointments	Wages for K. Friis, ranger	\$	2,487.68
EFT27624	20/11/2014 MICHAEL DUNNE - Mower man	Mowing services	\$	331.00
EFT27625	20/11/2014 MICHELLE JOHNSON	Refund of adult and child pool pass approved by N. Hartley	\$	290.00
EFT27626	20/11/2014 MOTORPASS	Fuel supplies for Shire fleet in Tom Price	\$	738.09
EFT27627	20/11/2014 Nexus WA	Freight charges	\$	73.77
EFT27628	20/11/2014 Northern Edge Consultants P/L	Plan, facilitate and document the outcomes of community consultations in relation to selection of sites for skate parks	\$	2,941.40
EFT27629	20/11/2014 ONSITE RENTAL GROUP OPERATIONS (WA) (Statewide Equip Hire)	Hire of 35KVA generator September to October, and supply of smooth drum roller and fuel	\$	2,785.70
EFT27630	20/11/2014 Office Choice Malaga	Supply of office stationary	\$	2,229.33
EFT27631	20/11/2014 Onslow General Store	Grocery items for administration and community development programmes	\$	2,088.24
EFT27632	20/11/2014 Onslow Tyre Service	Repairs and service to Shire fleet	\$	344.60
EFT27633	20/11/2014 PARABURDOO RIDERS ASSOCIATION	NAIDOC celebrations- assistance in the setup/ set up	\$	200.00
EFT27634	20/11/2014 Paraburdoo IGA	Purchase of refreshments for Onslow library staff and new magazines for Paraburdoo library	\$	177.90
EFT27635	20/11/2014 Pilbara Mechanical Services	Fit supplied parts as requested, and supply of tyres	\$	368.50
EFT27636	20/11/2014 Pilbara Motor Group	Purchase of new vehicle for the CEO	\$	37,893.71
EFT27637	20/11/2014 Power Systems Australia PTY LTD	Supply of Generator for the Onslow Aerodrome.	\$	31,944.00
EFT27638	20/11/2014 Protector Alsafe	Supply of work boots for Shire staff	\$	310.64
EFT27639	20/11/2014 RAY WHITE EXMOUTH	Rent charges for Shire staff housing	\$	34,747.41
EFT27640	20/11/2014 ROZWAY SIGNS	Supply of warning signs	\$	114.95
EFT27641	20/11/2014 Richard Smit	Diary for pool manager	\$	8.00
EFT27642	20/11/2014 Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity, water and sewage charges	\$	30,700.48
EFT27643	20/11/2014 SAS Locksmiths	Supply of locks	\$	1,614.80
EFT27644	20/11/2014 SETON AUSTRALIA	Supply of disposal units for Shire facilities	\$	1,479.80
EFT27645	20/11/2014 STIHL SHOP MORLEY	Supply of Sthil parts	\$	590.00
EFT27646	20/11/2014 South West Fire Solutions	Service of all Fire Extinguishers throughout the Shire	\$	4,520.51
EFT27647	20/11/2014 Sports Med Aust (WA Branch)	Club Injury Management Coordinator course in Pannawonica	\$	500.00
EFT27648	20/11/2014 Staples Australia Pty Limited	Stationary supplies for administration	\$	83.19
EFT27649	20/11/2014 StarTrack Retail Pty Ltd	Freight for health department	\$	80.94
EFT27650	20/11/2014 Stewart & Heaton Clothing Co P/L	Purchase of Tom Price BFB Officer Uniforms	\$	2,208.72
EFT27651	20/11/2014 Szilvia Gerencser	Reimbursement for consumables for Paraburdoo project Office	\$	40.50
EFT27652	20/11/2014 T-QUIP	Supply of filter kit	\$	468.40
EFT27653	20/11/2014 THE JAFFA ROOM / ARTISTRALIA	Copyright for screening of The Sapphires. 6 July Pannawonica	\$	330.00
EFT27654	20/11/2014 TOM PRICE BETTA ELECTRICAL	Supply of Teac 48 TV, wall mount bracket and Dyson vacuum cleaner	\$	1,647.90
EFT27655	20/11/2014 TRACEY BOLLAND	Rent payment	\$	6,500.00
EFT27656	20/11/2014 The Workwear Group - Neat and Trim	Supply of staff uniforms	\$	1,018.82
EFT27657	20/11/2014 Toll Express	Library freight charges	\$	220.51
EFT27658	20/11/2014 Toll Ipec Pty Ltd	Freight charges	\$	13,806.67
EFT27659	20/11/2014 TollFast	Visitors centre freight	\$	200.65
EFT27660	20/11/2014 Tom Price Tyrepro	Repairs to Shire fleet as required	\$	3,183.20
EFT27661	20/11/2014 Tom Price Tyres	Service, engine oil change, and repairs to Shire fleet	\$	227.15
EFT27662	20/11/2014 Vision IDZ	Supply of enduro card printer, 100 blank white cards, 1 colour dye film and one design software	\$	3,265.90
EFT27663	20/11/2014 WA Library Supplies	Purchase of items for Shire libraries	\$	291.40
EFT27664	20/11/2014 Westrac Pty Ltd	Supply of mechanical parts	\$	103.26
EFT27665	20/11/2014 ZENITH MINERALS LTD	Rates refund for assessment overpayment	\$	2,909.23
EFT27666	27/11/2014 ADVANCED WASTE WATER SYSTEMS PTY LTD	Transport of 3.2m deep underground Poly tank	\$	1,980.00
EFT27667	27/11/2014 AIT Specialists Pty Ltd	Monthly fuel rebate calculations for July, August, September and October, as required on BAS	\$	5,361.07
EFT27668	27/11/2014 AMD CHARTERED ACCOUNTANTS	Risk management audit	\$	17,852.80
EFT27669	27/11/2014 ANN EYRE	Councillor travel expenses	\$	1,242.56
EFT27670	27/11/2014 ARCHIVEWISE	Storage for Archive and GOVT repository	\$	129.25

LIST OF PAYMENTS FOR NOVEMBER 2014

EFT27671	27/11/2014 AURORA ENVIRONMENTAL PTY LTD	Full soil contamination assessment for lot 352/353 Second avenue Onslow	\$	3,956.19
EFT27672	27/11/2014 AUSTRAL POOL SOLUTIONS	Supply of leaf shovel	\$	157.94
EFT27673	27/11/2014 AUSTRALIA POST	Postage Charges October 2014	\$	1,664.79
EFT27674	27/11/2014 Aerodrome Management Services Pty Ltd	ASIC Cards for Onslow Airport - M. Walsh, P. Byard, N. Hardy, A. Bragg	\$	840.00
EFT27675	27/11/2014 Alltrack WA Pty Ltd	Provision of plant equipment for Banjima Drive sealing project	\$	137,252.50
EFT27676	27/11/2014 Austral Mercantile Collections Pty Ltd	Debt collection charges & commission for October 2014	\$	12,575.20
EFT27677	27/11/2014 Australian Taxation Office - PAYG	Monthly PAYG Payment for October 2014	\$	208,035.00
EFT27678	27/11/2014 BINNING PTY LTD	Works as awarded in RFT 14/13, 2 water carts on site	\$	57,525.00
EFT27679	27/11/2014 BOC Gases	Gas cylinder service charges, supply of medical oxygen and protective masks	\$	562.91
EFT27680	27/11/2014 BORAL RESOURCES LIMITED	Supply of 205Ltr Drums of Emulsion	\$	843.37
EFT27681	27/11/2014 BOYA EQUIPMENT	Supply of mower blade sets	\$	883.67
EFT27682	27/11/2014 Bob Waddell Consultant	Two onsite visits to assist with audit requirements, fair value, preparation of annual financial reports and end of financial year procedures, to include all travel costs	\$	20,646.38
EFT27683	27/11/2014 Bucher Municipal	Supply of mechanical parts for Shire fleet and plant equipment	\$	352.19
EFT27684	27/11/2014 CASTLEDINE GREGORY	Legal services provided	\$	7,327.20
EFT27685	27/11/2014 CHEVRON AUSTRALIA PTY LTD	Refund for building application 20140219 as paid twice in error	\$	132.50
EFT27686	27/11/2014 CIVIL SURVEY SOLUTIONS PTY LTD	Renewal of contract for Autodesk Infrastructure Design	\$	1,999.80
EFT27687	27/11/2014 CLEVER PATCH PTY LTD	Craft supplies for library activities	\$	569.03
EFT27688	27/11/2014 COATES HIRE - ONSLOW	Generator hire	\$	3,190.00
EFT27689	27/11/2014 Cindy Derschow	Work lights for Community Development team required for programs	\$	127.50
EFT27690	27/11/2014 Civic Legal By Rockwell Olivier	Professional fees for legal advice in regards to Wittenoom and Native title claims	\$	42,104.70
EFT27691	27/11/2014 Coca-Cola Amatil (Aust) Pty Ltd	Supply of drinks for staff fridge in Tom Price administration office	\$	700.22
EFT27692	27/11/2014 DICE SOLUTIONS	Electrical works and diagnostic of faults in locations in Onslow	\$	490.49
EFT27693	27/11/2014 DOUG BAKER	Refund for dog kennelling fees	\$	289.00
EFT27694	27/11/2014 Denver Technology	Supply of computer programs and technology products as required	\$	2,812.18
EFT27695	27/11/2014 Digga West	Supply of Auger Drive	\$	3,294.50
EFT27696	27/11/2014 E & MJ Rosher Pty Ltd	Supply of mechanical parts and products	\$	202.70
EFT27697	27/11/2014 ERA CONTRACTORS	Requested to change over phase pump in reverse	\$	154.00
EFT27698	27/11/2014 ESS Eastern Guruma Pty Ltd - Windawarri Lodge	Catering supplied and delivered for the Ordinary Meeting of Council 15/10/2014	\$	361.70
EFT27699	27/11/2014 FENCEWRIGHT PTY LTD	Progress Claim 2 Onslow Airport Redevelopment, supply & installation of airport fencing	\$	8,819.80
EFT27700	27/11/2014 FORCE POWER PTY LTD	Electrical repairs and diagnostics required at Tom Price Civic centre	\$	1,699.50
EFT27701	27/11/2014 GARTH RIDER	Reimbursement for Diploma of Government	\$	1,895.00
EFT27702	27/11/2014 GSK AIRCONDITONING & REFRIGERATION	Service of air conditioners throughout the Shire including Houses, Depots, Buildings and Camps	\$	760.00
EFT27703	27/11/2014 Harvey Norman AV/IT Superstore Karratha	Supply of coffee machine pods for Onslow	\$	269.00
EFT27704	27/11/2014 INITIAL HYGIENE / PINK HYGIENE SOLUTIONS	Servicing of sanitary disposal units	\$	1,969.23
EFT27705	27/11/2014 J. Blackwood & Son Limited	Supply of bitumen cold mix, gum boots, leather protective gloves and batteries	\$	1,186.31
EFT27706	27/11/2014 JR & A Hersey Pty Ltd	Supply of outdoor staff uniforms	\$	50.18
EFT27707	27/11/2014 Jason Signmakers	Supply of "Grader Ahead" signs on quadraped stands	\$	264.00
EFT27708	27/11/2014 KEITH PEARSON	Keith Pearson Consultancy Fees for the month of October 2014 - Wittenoom Litigation, native title claims and other general matters	\$	9,438.00
EFT27709	27/11/2014 KEY2 CREATIVE	Web hosting for 12months September 2014 - September 2015	\$	792.00
EFT27710	27/11/2014 KI EQUIPMENT HIRE PTY LTD	Fuel for Onslow Shire fleet	\$	1,227.99
EFT27711	27/11/2014 Karratha Smash Repairs	Excess for insurance claim	\$	300.00
EFT27712	27/11/2014 Komatsu Australia Pty Ltd	Supply of parts for plant equipment repairs	\$	253.00
EFT27713	27/11/2014 Kyle & Company Solicitors	Legal costs associated with Environmental Industries case for works completed in Tom Price Town Centre Project and lease of Onslow airport land	\$	18,260.00
EFT27714	27/11/2014 L-3 COMMUNICATIONS AUSTRALIA PTY LTD	UPS system for the CBS including commissioning and all travel costs for Onslow Airport Terminal	\$	26,378.00
EFT27715	27/11/2014 LYONS & PEIRCE KARRATHA	Plumbing and electrical works to install new chilled water fountain	\$	2,222.00
EFT27716	27/11/2014 Landgate	Mining Tenements, land inquiries and rural UV interim valuations	\$	889.00
EFT27717	27/11/2014 MASSAGE WAREHOUSE	Massage Warehouse Australia to provide Shire of Ashburton with three portable massage tables for club development department	\$	1,524.00
EFT27718	27/11/2014 MCMULLEN NOLAN GROUP	Onslow waste transfer station feature survey	\$	10,802.00
EFT27719	27/11/2014 MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Supply of required hardware, cleaning, and gardening products	\$	3,419.09
EFT27720	27/11/2014 McLeods	Assistance with the lease of the fuel farm facility at Onslow Airport	\$	217.87

LIST OF PAYMENTS FOR NOVEMBER 2014

EFT27721	27/11/2014	Mercure Hotel Perth	Accommodation for T. Davis while attending Onslow Airport meetings, and travelling to attend the Engineering conference in Melbourne	\$	756.00
EFT27722	27/11/2014	Modern Teaching Aids Pty Ltd	Supply of patchwork wall hanging material for craft projects	\$	204.93
EFT27723	27/11/2014	NEVERFAIL SPRINGWATER LTD	Annual rental of water cooler	\$	121.00
EFT27724	27/11/2014	ONslow VISITORS CENTRE	Advertisements for School holiday activities, basketball carnival, Welcome to Onslow BBQ, Onslow Keepers Morning Tea	\$	340.00
EFT27725	27/11/2014	Onslow General Store	Partial refund of commercial rubbish charges due to services being cancelled part way through the year	\$	3,775.72
EFT27726	27/11/2014	Onslow Sun Chalets	Accommodation for facilitator H. Jones - Adventure Film Festival	\$	980.00
EFT27727	27/11/2014	Onslow Tyre Service	Supply and repairs to tyres for Shire fleet	\$	887.00
EFT27728	27/11/2014	PILBARA FOOD SERVICES P/L	Supply of consumables for Community Development programmes	\$	442.40
EFT27729	27/11/2014	Paraburdoo Inn	Accommodation for councillors attending ordinary meeting of council	\$	277.50
EFT27730	27/11/2014	Protector Alsafe	Supply of staff uniforms for outdoor crew and personal protective wear	\$	529.98
EFT27731	27/11/2014	QUALITY PRESS	Supply of business cards for Shire staff	\$	716.10
EFT27732	27/11/2014	ROZWAY SIGNS	Supply of signage for notice of closed board walk, give way to vehicles and aerodrome gate	\$	302.50
EFT27733	27/11/2014	Richard Smit	Reimbursement for a home phone set up fee	\$	299.00
EFT27734	27/11/2014	Royal Wolf Trading	Transportable accommodation hire for September and October	\$	134,404.77
EFT27735	27/11/2014	SARAH PIDGEON	Refund of cat registration due to being charged incorrectly	\$	20.00
EFT27736	27/11/2014	SAS Locksmiths	Supply of deadlock snib set for Tom Price swimming Pool kiosk	\$	436.37
EFT27737	27/11/2014	SCANIA	Supply of 100000 km service kit and other mechanical parts for repairs to Shire plant equipment	\$	1,158.08
EFT27738	27/11/2014	Savannah Engineers Pty Ltd	Repairs tow hitch	\$	165.00
EFT27739	27/11/2014	Sigma Chemicals	Supply of poly slimline 6000	\$	898.00
EFT27740	27/11/2014	Sinewave Electrical Contractors	Electrician to diagnose electrical fault with oval lighting	\$	357.50
EFT27741	27/11/2014	South West Fire Solutions	Supply of fibreglass extinguisher cabinets and signage	\$	3,009.60
EFT27742	27/11/2014	Staples Australia Pty Limited	Stationary supplies as ordered for administration building	\$	3,000.35
EFT27743	27/11/2014	Szilvia Gerencser	Reimbursement of consumables for the Paraburdoo Project Office	\$	14.30
EFT27744	27/11/2014	T F Woollam & Son PTY LTD	Progress Claim 17, Onslow Airport Terminal Building Design and Construction	\$	244,154.79
EFT27745	27/11/2014	TOM PRICE BETTA ELECTRICAL	Supply of Fridge 236L	\$	464.00
EFT27746	27/11/2014	TRACEY BOLLAND	Two months of rent payment and reimbursement of missing furniture for 5B Maunsell Corner, Onslow	\$	9,402.00
EFT27747	27/11/2014	Tenderlink.com	Tenderlink advertising costs for RFT 29/14, provision of engineering services for the Ocean View Caravan Park re-development	\$	165.00
EFT27748	27/11/2014	The Workwear Group - Neat and Trim	Supply of staff uniforms	\$	66.70
EFT27749	27/11/2014	Toll Ipec Pty Ltd	Freight charges	\$	1,727.73
EFT27750	27/11/2014	Tom Price Tyrepro	Mechanical repairs, diagnostic and supply of parts for Shire fleet	\$	4,552.50
EFT27752	27/11/2014	Tyres 4U Pty Ltd	Supply of tyres for Shire fleet and plant equipment	\$	660.00
EFT27753	27/11/2014	VICI PTY LTD	Supply of swimming pool products sold at pool kiosks	\$	504.70
EFT27754	27/11/2014	WALGA - WA LOCAL GOV. ASSOC.	Tender advertising for RFT 28/14 Tom Price mall shade structures	\$	208.92
EFT27755	27/11/2014	Water 2 Water	Service call out to repair bent water pipe in administration kitchen water cooler	\$	130.00
EFT27756	27/11/2014	Western Australian Treasury Corporation	Repayment on loans 116 & 117	\$	73,561.42
EFT27757	27/11/2014	Westrac Pty Ltd	Supply of parts to repair plant machinery	\$	1,929.23
Total				\$	3,716,105.02

Municipal Cheques

CHQ/EFT	Date	Name	Description	Amount
27810	10/11/2014	Emu Essence	Supply of Emu Essence hand cream	\$ 80.00
27811	10/11/2014	Horizon Power	Electricity supply for Ocean View Caravan park	\$ 20,940.01
27812	10/11/2014	Shire of Ashburton	Planning and food premises fee	\$ 347.00
27813	10/11/2014	Water Corporation	Water usage for Onslow locations	\$ 71,274.53
27814	12/11/2014	ANZ Smart Choice Super	Superannuation contributions	\$ 1,520.57
27815	12/11/2014	Asgard Superannuation	Superannuation contributions	\$ 1,148.17
27816	12/11/2014	Colonial First State FirstChoice Superannuation	Superannuation contributions	\$ 856.52
27817	12/11/2014	Commonwealth Personal Superannuation	Superannuation contributions	\$ 820.12
27818	12/11/2014	ING DIRECT Superannuation Fund	Superannuation contributions	\$ 1,258.06
27819	12/11/2014	IOOF SUPERANNUATION	Superannuation contributions	\$ 3,277.10
27820	12/11/2014	MLC SUPER	Superannuation contributions	\$ 409.94
27821	12/11/2014	PFS Nominees Ltd	Superannuation contributions	\$ 955.40
27822	12/11/2014	REI Super	Superannuation contributions	\$ 1,031.16
27823	12/11/2014	Telstra Super Pty Ltd	Superannuation contributions	\$ 498.69
27824	12/11/2014	UNISUPER	Superannuation contributions	\$ 813.93
27825	12/11/2014	Victorian Superannuation Fund	Superannuation contributions	\$ 340.18
27826	13/11/2014	C. Munro Contractors	Building maintenance as required	\$ 2,288.21

LIST OF PAYMENTS FOR NOVEMBER 2014

27827	13/11/2014	Horizon Power	Electricity supply for Onslow locations	\$	39,300.45
27828	13/11/2014	Water Corporation	Water supplie for Onslow locations	\$	3,148.90
27829	20/11/2014	C. Munro Contractors	Backhoe hire including operator, to conduct geo-technical investigations at the Onslow landfill prior to the site rehabilitation works and variouse plumbing works in Onslow	\$	4,816.07
27830	20/11/2014	DIGIROCK PTY LTD	Rates refund for assessment overpayment	\$	1,468.81
27831	20/11/2014	GEOLOGICAL RESOURCE SOLUTIONS PTY LTD	Rates refund for assessment overpayment	\$	464.87
27832	20/11/2014	GIRALIA RESOURCES PTY LTD	Rates refund for assessment overpayment	\$	926.68
27833	20/11/2014	HAMERSLEY EXPLORATION PTY LTD	Rates refund for assessment overpayment	\$	449.53
27834	20/11/2014	HAMERSLEY IRON - YANDI PTY LTD	Rates refund for assessment overpayment	\$	449.53
27835	20/11/2014	Horizon Power	Onslow street lighting electricity supply	\$	1,761.85
27836	20/11/2014	PILBARA MINERALS LTD	Rates refund for assessment overpayment	\$	1,653.85
27837	20/11/2014	Posties General Store	Newspaper accounts	\$	713.14
27838	20/11/2014	Shire of Ashburton (Petty Cash)	Paraburdoo petty cash recoup	\$	297.40
27839	20/11/2014	TELSTRA	Telephone costs	\$	12,755.35
27840	20/11/2014	YARRI MINING PTY LTD	Rates refund for assessment overpayment	\$	1,578.69
27841	27/11/2014	C. Munro Contractors	Hire of water carts, delivery of water to airport tanks and other plumbing works requested in Onslow locations	\$	3,898.30
27842	27/11/2014	CHICHESTER METALS PTY LTD	Rates refund for assessment overpayment	\$	550.70
27843	27/11/2014	FMG PILBARA PTY LTD	Rates refund for assessments overpayment. First draft transfer declined, payment by cheque requested	\$	36,592.65
27844	27/11/2014	Posties General Store	Supply of children's games and toys for Community Development Christmas function	\$	923.51
27845	27/11/2014	TELSTRA	Telephone costs for October 2014	\$	64,006.43

Total	\$	283,616.30
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Trust Payments

CHQ/EFT	Date	Name	Description	Amount
EFT27451	10/11/2014	Anthony Blaker	Cat trap bond refund	\$ 120.00
EFT27452	10/11/2014	COUNTRY WOMEN'S ASSOC WA	Facility bond refund	\$ 1,100.00
EFT27453	10/11/2014	CRAIG SHAW	Key bond refund	\$ 100.00
EFT27454	10/11/2014	DEVCO HOLDING PTY LTD	Refund of crossover bond	\$ 2,000.00
EFT27455	10/11/2014	REUBEN TANIORA	Refund of key bond	\$ 100.00
EFT27456	10/11/2014	Tigers Football Club	Refund of venue and key bond	\$ 1,100.00
EFT27566	17/11/2014	BJK Publishing & Photography	Sales of photographic prints for the month of October	\$ 98.00
EFT27567	17/11/2014	Integrity Coach Lines (Aust) P/L	Coach Line services for the month of October less commission	\$ 435.20
EFT27568	17/11/2014	JON TAPPER	Refund of housing bond	\$ 1,000.00
EFT27569	17/11/2014	LESTOK TOURS PTY LTD	Mine Tours for August less commission	\$ 40,535.58
EFT27570	17/11/2014	N-COM PTY LTD	Council deductions for 12 months of retention money	\$ 11,867.59
EFT27571	17/11/2014	PARABURDOO TOY LIBRARY	Key bond refund	\$ 100.00
202754	10/11/2014	Shire of Ashburton	Alexandra Heys transfer of bond for venue hire	\$ 500.00
202755	17/11/2014	Shire of Ashburton	Commission for Lestok tours	\$ 788.07
Total				\$ 59,844.44

Credit Card Payments

OCTOBER STATEMENTS

CHQ/EFT	Date	Name	Description	Amount
Anika Serer	02/10/2014	Credit Card Purchasing One Off	Radiological Council supply of 3 year radiation apparatus and products for Onslow airport	\$ 277.00
	02/10/2014	Credit Card Purchasing One Off	Radiological Council Supply of three year radiation licence for Onslow airport	\$ 111.00
	06/10/2014	Credit Card Purchasing One Off	Masters home improvements supply of mower blade kit for Onslow caravan park plant equipment	\$ 60.91
	10/10/2014	Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for Convic Skate Park consultants J. Thomas, A. Smith, N. Loschiavo, S. Bogald 10/10/2014	\$ 565.58
	20/10/2014	Paraburdoo IGA	Purchase of consumables for Paraburdoo project office	\$ 28.32
	24/10/2014	Credit Card Purchasing One Off	IRS supply of 10kg draw runners for repairs at Onslow construction camp	\$ 32.74
	02/11/2014	RMS	RMS software licence renewal/ support hosting fee for online booking system for Ocean View Caravan Park	\$ 483.76
	31/10/2014	John Batman Group	Supply of toiletries for the guest amenities at Onslow airport construction camp	\$ 666.65
	Total			\$ 2,225.96
Troy Davis	01/10/2014	MCabs Taxi	Taxi fare for T. Davis while attending Onslow Airport & HQ meetings in Perth 0110	\$ 36.40
	02/10/2014	Livetaxi Epay (WA)	Taxi fare for T. Davis while attending project meetings in Perth 02/10/2014	\$ 21.54
	02/10/2014	Credit Card Purchasing One Off	Tradewinds Hotel accommodation for G. Enciso while attending training in Perth 30/09 - 02/10 2014	\$ 433.91

LIST OF PAYMENTS FOR NOVEMBER 2014

	10/10/2014 Qantas	Flights Paraburdoo to Perth and return for T. Davis to attend Onslow waste, RFDS and HQ meetings 16/10 - 21/10 2014	\$	707.00
	16/10/2014 Cabcharge Australia	Taxi fare for T. Davis while attending meetings in Perth 16/10/2014	\$	33.86
	16/10/2014 Qantas	Flights Paraburdoo to Melbourne and return for FIFO employee P. Harding 24/10 - 04/11 2014	\$	1,007.46
	Total		\$	2,240.17
Neil Hartley	06/10/2014 DICK SMITH	Purchase of audio device and loud speaker for use at citizenship ceremonies	\$	82.44
	06/10/2014 Credit Card Purchasing One Off	Miss Maud Restaurant dinner for the N. Hartley and Cr. Thomas for the PRC meeting 06/10/2014	\$	131.90
	08/10/2014 Credit Card Purchasing One Off	AH & AH Pty Ltd breakfast for N. Hartley and Cr. Thomas	\$	22.30
	08/10/2014 THE GEORGE	Lunch for N. Hartley, Cr. White, and J. Phillips in regards to CEO performance review	\$	147.50
	09/10/2014 The Coffee Club	Lunch for N. Hartley and Cr White while attending meetings with Chevron & ANSIA reference group 09/10/2014	\$	44.70
	16/10/2014 Canberra Rubber Stamps	Purchase of a signature stamp for Cr. White	\$	61.55
	20/10/2014 Qantas	Flights Paraburdoo to Perth and return for Cr. White to attend PRC meeting 30/11 - 02/12 2014	\$	797.00
	22/10/2014 Qantas	Flights Perth to Paraburdoo and return for FIFO employee A. Gimondo 01/11 - 04/11 2014	\$	957.00
	21/10/2014 Qantas	Flights Perth to Paraburdoo and return for Cr. White to attend council meeting 18/11 - 20/11 2014	\$	667.00
	24/10/2014 Qantas	Flights Perth to Paraburdoo and return for J. Phillips to facilitate CEO appraisal 26/01 - 28/01 2014	\$	1,252.00
	24/10/2014 Qantas	Flights Paraburdoo to Melbourne and return for FIFO employee D. Ward 21/11 - 01/12 2014	\$	1,137.45
	28/10/2014 Qantas	Flights Perth to Paraburdoo and return for J. Phillips to facilitate CEO performance review 17/02 - 19/02 2014	\$	761.00
	28/10/2014 Qantas	Refund for flight date change for facilitator J. Phillips while attending CEO performance review	-\$	491.00
	29/10/2014 Qantas	Flights Paraburdoo to Perth and return for N. Hartley while attending PRC, SoA Ashburton Steering Group and PDC meetings 30/11 - 03/12 2014	\$	907.00
	29/10/2014 Qantas	Flights Perth to Sydney and return for FIFO employee A. Bragg 08/12 - 22/12 2014	\$	747.00
	29/10/2014 Credit Card Purchasing One Off	Travel Lodge Perth accommodation for N. Hartley while attending PRC, SoA Ashburton steering Group, and PDC meetings 30/11 - 03/12 2014	\$	498.95
	31/10/2014 Dropbox	Monthly media Dropbox subscription for November 2014	\$	11.77
	Total		\$	7,735.56
Frank Ludovico	07/10/2014 Credit Card Purchasing One Off	ViewGuard purchase of two anti-glare matte screen protectors for computers	\$	163.11
	13/10/2014 Credit Card Purchasing One Off	Aussie Telecom supply of Deep Freeze Standard Perpetual maintenance computer package software	\$	297.00
	24/10/2014 MWAVE AUSTRALIA .COM.AU	Purchase of dual hard drive dock duplicator for computer department	\$	76.45
	28/10/2014 Tenderlink.com	Tenderlink listing for RFT 31/14 design and construction of new Shire complex Onslow	\$	165.00
	29/10/2014 TOM PRICE BETTA ELECTRICAL	Purchase of small urn for emergency use at Tom Price administration kitchen	\$	99.95
	Total		\$	801.51
Deb Wilkes	02/10/2014 Qantas	Flights Perth to Paraburdoo and return for external contractor J. Brown to complete Mall and Sports Pavilion signage issues	\$	797.00
	02/10/2014 Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for school holidays facilitator A. Benn Lawler 2/10 - 3/10 2014	\$	173.01
	06/10/2014 Coles Supermarkets - Tom Price	Purchase of consumables for the school holidays programme, Purchase of consumables for the school holidays programme	\$	83.36
	06/10/2014 Qantas	Flights Perth to Paraburdoo and return for C. Van Wyk to facilitate managers workshop in Onslow 11/11 - 16/11 2014	\$	957.00
	04/10/2014 ISS Integrated Services Pty Ltd	Pannawonica Tavern accommodation for A. Benn Lawler to facilitate October school holidays programme 07/10 - 09/10 2014	\$	513.00
	08/10/2014 Credit Card Purchasing One Off	Karcher supply of hose for high pressure cleaner required for the Tom Price town pool	\$	101.90
	06/10/2014 Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for L. Ignada to facilitate October school holidays programme 07/10 - 09/10 2014	\$	519.04

LIST OF PAYMENTS FOR NOVEMBER 2014

	13/10/2014	ISS Integrated Services Pty Ltd	Accommodation for S. Van Buerle to attend Pannawonica staff meeting 13/10/2014	\$	171.00
	15/10/2014	Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for M. May to visit staff in Paraburdoo 15/10/2014	\$	173.01
	21/10/2014	Credit Card Purchasing One Off	Mia Mia House in the Desert accommodation for S. Van Buerle to attend Pilbara sport and recreation advisory group meeting 21/10 - 22/10 2014	\$	170.00
	22/10/2014	Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for M. Rees travelling to attend meeting in Onslow 26/10/2014	\$	173.01
	27/10/2014	ISS Integrated Services Pty Ltd	Pannawonica accommodation for C. Derschow, M. Rees and R. Aris attending staff meeting 27/10 - 30/10 2014, Pannawonica accommodation for C. Derschow, M. Rees and R. Aris attending staff meeting 27/10 - 30/10 2014	\$	1,539.00
	28/10/2014	Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for D. Gallanagh-Wood to attend team meetings and training 28/10/2014	\$	173.01
	29/10/2014	Qantas	Flight Karratha to Perth for S. Hinton to attend Department of Sports and Recreation club development officer personal development training 11/11/2014	\$	706.00
	29/10/2014	Qantas	Flight Perth to Paraburdoo for S. Hinton's return from Department of Sports and Recreation club development officer personal development training 18/11/2014	\$	362.00
			Total	\$	6,611.34
Lee Reddell					
	06/10/2014	Qantas	Flights Paraburdoo to Perth for FIFO employee A. Patterson 17/10/2014	\$	492.00
	14/10/2014	Qantas	Flights Perth to Paraburdoo and return for FIFO employee A. Patterson 10/11 - 22/11 2014	\$	661.00
	21/10/2014	Vet Products Direct	Purchase of replacement pet bed covers for Shire kennels	\$	649.45
	24/10/2014	Qantas	Flights Paraburdoo to Perth and return for FIFO employee G. Rider 13/01 - 17/02 2015	\$	667.00
	24/10/2014	Qantas	Flights Perth to Paraburdoo and return for FIFO employee A. Patterson 04/01 - 16/01 2014	\$	927.00
	24/10/2014	Qantas	Change of flight fee Perth to Paraburdoo and return for FIFO employee A. Patterson 07/12 - 19/12 2014	\$	137.00
	27/10/2014	Qantas	Flights Paraburdoo to Perth and return for L. Reddell to attend PDC and ANSIA improvement plan steering committee meeting 21/11 - 16/12 2014	\$	717.00
			Total	\$	4,250.45
Kim Parks					
KP-OCT-14-01	07/10/2014	Wotif.com HOLDING LTD	Rydges Hotel Perth accommodation for A. Grant attending GST training 23/11 - 26/11 2014	\$	668.50
KP-OCT-14-02	07/10/2014	Qantas	Flights Paraburdoo to Perth and return for A. Grant attending GST training 23/11 - 26/11 2014	\$	667.00
KP-OCT-14-03	09/10/2014	Qantas	Refund of double charge minus credit card fee for flights Darwin to Karratha and return for P. Burger 15/10 - 16/10 2014	-\$	1,103.78
KP-OCT-14-04	08/10/2014	Qantas	Flight Perth to Paraburdoo for Lo-Go employed Ranger K. Friss 13/10/2014	\$	522.00
KP-OCT-14-05	08/10/2014	Qantas	Flights Darwin to Karratha and return site visit for Tech Officer P. Burger 15/10 - 16/10 2014	\$	1,110.78
KP-OCT-14-06	09/10/2014	Qantas	Flights Darwin to Karratha and return site visit for P. Burger Tech Officer 15/10 - 16/10 2014 double charge, refund processed minus the credit card fee	\$	1,110.78
KP-OCT-14-07	14/10/2014	Qantas	Flights Perth to Paraburdoo and return for FIFO employee S. Byard 05/11 - 26/11 2014	\$	661.00
KP-OCT-14-08	14/10/2014	Qantas	Flights Perth to Paraburdoo and return for FIFO employee S. Byard 03/12 - 13/12 2014	\$	525.00
KP-OCT-14-09	16/10/2014	Coles Supermarkets - Tom Price	Purchase of bottled water for Safety Road Show presentation	\$	40.00
KP-OCT-14-10	16/10/2014	Credit Card Purchasing One Off	HR Careers single job posting advertisement fee for position vacant	\$	137.50
KP-OCT-14-11	20/10/2014	Coles Supermarkets - Tom Price	Purchase or house hold items for Tom Price transit house	\$	81.30
KP-OCT-14-12	29/10/2014	SKIPPERS AVIATION PTY LTD	Flight Onslow to Perth and return for FIFO employee A. Bragg 08/12 - 22/12 2014	\$	1,141.11
KP-OCT-14-13	29/10/2014	SKIPPERS AVIATION PTY LTD	Refund of Flights for FIFO employee A. Bragg due to the incorrect rate being charged	-\$	1,141.11
KP-OCT-14-14	29/10/2014	SKIPPERS AVIATION PTY LTD	Flight Onslow to Perth and return for FIFO employee A. Bragg 08/12 - 22/12 2014	\$	527.61
KP-OCT-14-15	30/10/2014	MCI Australia	Refund of previous months double charge for T. Davis attendance fee for Engineering Australia Convention	-\$	1,656.00
			Total	\$	3,291.69
Total Credit Cards				\$	27,156.68

LIST OF PAYMENTS FOR NOVEMBER 2014

	MUNICIPAL TOTALS	
EFT TRANSACTIONS	\$	3,716,105.02
CHEQUES	\$	283,616.30
CREDIT CARDS	\$	27,156.68
	\$	4,026,878.00
	TRUST TOTALS	
CHEQUES AND EFT TRANSACTION	\$	59,844.44
	\$	59,844.44

LIST OF PAYMENTS FOR NOVEMBER 2014

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Government of **Western Australia**
Department of **Local Government and Communities**

Local Government Operational Guidelines

Number 09 – Revised September 2013

Audit in Local Government

The appointment, function
and responsibilities of
Audit Committees

1. Introduction

The *Local Government Act 1995* (the Act) requires that all local governments establish an audit committee. An audit committee plays a key role in assisting a local government to fulfil its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, legislative compliance, ethical accountability and the internal and external audit functions.

The purpose of this guideline is to assist local governments to establish and operate an effective audit committee. Clear and comprehensive terms of reference, setting out the committee's roles and responsibilities, are essential and a model terms of reference for an audit committee is provided with this guideline. Matters such as the governing legislation, membership, primary roles and responsibilities of the committee and ancillary functions are also addressed. Guidance is provided to the committee as it approaches its task of appointing an external auditor through provision of a minimum standard audit specification and as it forms an opinion of the local government's internal audit requirements.

2. Audit Requirements, Committees and Functions

The relevant parts of the Act and regulations that relate to audit requirements, audit committees and their functions are listed below.

Financial Management

In relation to financial management under Part 6 of the Act, a local government is to –

- a) prepare and adopt an annual budget in the form and manner prescribed (section 6.2). A copy of the budget is to be sent to the Department within 30 days of adoption.
- b) prepare an annual financial report and such other financial reports as prescribed. The accounts of the local government and annual financial report are to be submitted to the auditor for audit by 30 September (section 6.4).
- c) have a municipal fund and a separate and distinct trust fund (section 6.6).
- d) establish and maintain reserve funds for the holding of monies set aside for future use (section 6.11).

Audit Requirements for Local Governments

Part 7 of the Act and the *Local Government (Audit) Regulations 1996* (the Regulations) address the situation of audit. In relation to the duties of the local government with respect to audits –

- a) the local government is to do everything in its power to –
 - i. assist the auditor to conduct an audit and carry out his or her other duties under the Act; and

- ii. ensure that audits are conducted successfully and expeditiously;
- b) a local government is to meet with its auditor at least once in every year;
- c) a local government is to examine the report of the auditor and is to –
 - i. determine if any matters raised require action to be taken by the local government; and
 - ii. ensure that appropriate action is taken in respect of those matters;
- d) a local government is to –
 - i. prepare a report on any actions taken in respect of any matters raised in the report of the auditor; and
 - ii. forward a copy of that report to the Minister by the end of the next financial year, or six months after the last report prepared by the auditor is received by the local government, whichever is the latest in time.
- e) the only powers and duties that can be delegated to a committee are any of the powers and duties of the local government under Part 7 of the Act; that is, those relating to audit. The committee cannot on-delegate the powers and duties delegated to it;
- f) an audit committee with a member who is a person that is not an elected member can be delegated powers and duties referred to in (e); and
- g) a decision of the committee is to be made by simple majority.

Audit Committee Functions

The Regulations state that an audit committee –

Establishment of the Audit Committee

The Act and Regulations provide that:

In relation to the establishment of an audit committee –

- a) each local government is to establish an audit committee consisting of three or more persons to exercise the powers and discharge the duties conferred on it;
- b) members of the committee are to be appointed by an absolute majority decision of Council. At least three of the members, and the majority of the members, are to be elected members;
- c) the Chief Executive Officer (CEO) is not to be a member of the committee and may not nominate a person to be a member or have a person to represent him or her as a member of the committee;
- d) an employee is not to be a member of the committee;
- (a) is to provide guidance and assistance to the local government –
 - (i) as to the carrying out of its functions in relation to audits carried out under Part 7 of the Act;
 - (ii) as to the development of a process to be used to select and appoint a person to be an auditor;
- (b) may provide guidance and assistance to the local government as to –
 - (i) matters to be audited;
 - (ii) the scope of audits;
 - (iii) its functions under Part 6 of the Act;
 - (iv) the carrying out of its functions relating to other audits and other matters related to financial management;
- (c) is to review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to –
 - (i) report to the council the results of that review;
 - (ii) give a copy of the CEO's report to the council;

- (d) review the annual Compliance Audit Return and report to the council the results of that review, and
- (e) consider the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance and report to the council the results of those reviews.

3. Operation of Audit Committees

Role and Responsibilities

The role of the audit committee is to support Council in fulfilling its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, internal and external audit functions and ethical accountability.

The audit committee should critically examine the audit and management reports provided by the external auditor. The committee would then determine if matters raised in the reports require action to be taken by the local government and ensure that appropriate action is implemented.

A further role for the audit committee would be to receive and authorise the report relating to the audit prepared by the CEO that is to be sent to the Minister.

This report would outline any actions the local government has taken or intends to take in relation to the matters identified by the auditor.

While a formal internal audit function could be considered to be an operational function and therefore the responsibility of the CEO, it is desirable for an internal auditor to have a direct line of communication to the Audit Committee.

The Audit Committee needs to form an opinion of the local government's internal audit requirements and recommend a course of action that ensures that any internal audit processes adopted are appropriate, accountable and transparent. The role of the external auditor in this regard can be established at the time of appointment.

Please note that an audit committee (or any other committee) cannot be given a management task where the Act and Regulations make the CEO specifically responsible. Where the local government is assigned the function through the legislation, the audit committee may have a role unless the function has been delegated to the CEO by the Council.

The deliberations and recommendations of the committee must be independent and autonomous. Therefore, the Act prohibits the CEO being a member of the committee. However, it is essential that the CEO be given every opportunity to provide his/her expert advice to the committee as he/she does with full Council and other committees.

A model terms of reference is attached as Appendix 1 to assist local governments to define an appropriate role for its audit committee. When considering the model, local governments need to remember it is a guide and they can delete or modify any matters they believe not applicable.

It is important to note that the legislation gives the audit committee a specific role in appointing the auditor. It is to recommend to the Council who should be appointed as the auditor. Attached as Appendix 2 is a model 'Minimum Standard Audit Specification' that local governments can use when developing a process to be used to select and appoint a person to be the auditor.

Local governments can amend the document to suit their individual requirements. Any scope adopted must meet, as a minimum, the legislative requirements, as outlined in the Act and the Regulations.

The legislation specifies that a local government is required to meet with its auditor at least once in every year. The term "local government" in this context means the Council. If Council so resolved via a formal delegation, a meeting between the audit committee and the auditor would satisfy this requirement.

It is acknowledged that the requirement to meet at least once per year may incur a significant financial burden for the more remote local governments. In such circumstances the meeting can be conducted by telephone or video conference. The Council or audit committee should resolve how the meeting with the auditor will be conducted and for the record of the meeting to show that the auditor was involved and the matters discussed. It would be inappropriate for Council representatives to meet with the auditor in their offices unless they were members of the Audit Committee or a significant majority of the members are present.

The committee may need to liaise regularly with the external auditor to discuss the audit plan, results of the audit and implementation of any recommendations for action emerging from the audit. How communication and liaison between auditor and committee is to occur should be addressed in the agreement of appointment.

Advice from the auditor may address issues such as –

- (i) an assessment of accounting procedures;
- (ii) an assessment of internal controls;
- (iii) an assessment of risk;
- (iv) compliance with the Act and associated regulations;
- (v) compliance with Council policies;
- (vi) performance assessments on the efficiency and effectiveness of operations;
- (vii) processes of the internal audit;
- (viii) outcomes of the external audit prior to issue of management and audit reports; and
- (ix) changes to accounting standards and legislation and the impact on the local government.

Membership

The Act requires that an audit committee is to consist of a minimum of 3 members and in that situation all must be council members. Where a committee consists of more than 3 members then a majority of those members must be council members. Local governments may decide to appoint a committee involving only elected members or they may appoint one or more persons who are external to the Council. If a Council considers it appropriate, the whole Council can be appointed to the audit committee.

If the local government wishes to appoint one or more persons other than elected members to the committee, which is recommended, it should ensure that they have the requisite knowledge and skills to provide benefit to the committee.

Operation of the Committee

Irrespective of the membership of the committee, all legislative requirements relating to committee meetings such as advertising meeting dates, notice of meeting and keeping minutes of meetings need to be complied with.

The legislation prevents a meeting fee being paid to an external person but it is permissible for a payment to be made as a reimbursement of expenses, commensurate with the expertise and knowledge such people bring to the committee. The Council will need to determine whether payment will be offered and the level of that reimbursement payment.

Members of the committee should be encouraged to attend appropriate courses to keep them up to date with legislation, accounting and other relevant issues.

Other Responsibilities

Local governments are required by legislation to complete a statutory compliance return (Compliance Audit Return or CAR) annually and have the return adopted by Council. The return is a checklist of a local government's compliance with the requirements of the Act and its Regulations, concentrating on areas of compliance considered "high risk."

The Audit Committee is to review the annual CAR and report to the Council the results of that review, prior to adoption of the return by Council. After adoption, the return is to be signed by the Mayor or President and the CEO prior to it being forwarded to the Department.

The Audit Committee is to consider the CEO's biennial reviews (see Regulation 17) of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance and report to the council the results of those reviews.

Attached as Appendix 3 is information to assist in determining what falls within the terms 'risk management,' 'internal control' and 'legislative compliance.'

The audit committee could also consider proposals from the CEO as to whether the compliance audit, and the biennial reviews of risk management, internal control and legislative compliance, are undertaken internally or an external party is contracted to undertake the task. In the case of an external party the audit committee would have responsibility to receive the review report from the CEO and make recommendations on it to full Council.

4. The External Audit

Appointment of the Auditor

The Act and Regulations provide that –

- a) on the recommendation of the audit committee a local government is to from time to time appoint, by absolute majority, a person to be its auditor;
- b) the local government may appoint one or more persons as its auditor;
- c) the local government's auditor is to be a person who is –
 - a. a registered company auditor; or
 - b. an auditor approved by the Minister;
- d) a person may not be appointed as a local government auditor if that person is –
 - a. a councillor or employee of the local government;
 - b. in debt to the local government for more than \$5,000;
 - c. a councillor or employee of a regional local government in which the local government is a participant;
 - d. a member of an incorporated association formed by the local government; or
 - e. a class of persons as prescribed in the Regulations;
- e) an auditor is not to be appointed for more than five years; and
- f) the appointment of a person as an auditor is to be made by agreement in writing and is to include –
 - i. the objectives of the audit;
 - ii. the scope of the audit;
 - iii. a plan for the audit;
 - iv. details of the remuneration and expenses to be paid to the auditor; and
 - v. the method to be used by the local government to communicate with, and supply information to, the auditor.

The committee should undertake a proper selection and appointment process as part of appointing, or reappointing an auditor. If reappointment is being considered, the process should include the review of key issues as in i. to v. above.

It is important to realise that the Act specifies that it is a named person(s) that is appointed as auditor, not the company, or 'the partners' of the company which employs the person. Therefore, when the audit report is received it must be signed by the person(s) appointed as the auditor; it cannot be the generic signature identifying the firm.

Conduct of the Audit

The Act and Regulations provide that –

- a) the auditor is required by 31 December next following the financial year to which the audit relates, to examine the accounts and annual financial report submitted for audit;
- b) the auditor is to form an opinion as to whether –
 - i. the accounts are properly kept; and
 - ii. the annual financial report –
 - is prepared in accordance with the financial records; and
 - represents fairly the results of the operations of the local government and its financial position at 30 June;
- c) the auditor is to prepare a report on the audit and within 30 days of completing the audit forward a copy to –
 - i. the mayor or president;
 - ii. the CEO of the local government; and
 - iii. the Minister;

- d) the report is to give the auditor's opinion on –
 - i. the financial position of the local government; and
 - ii. the results of the operation of the local government;
- e) the report is to include –
 - i. any material matters that indicate significant adverse trends in the financial position or the financial management practices of the local government;
 - ii. any matters indicating non-compliance with financial management requirements of the Act, Regulations and any other written law;
 - iii. details of whether information and explanations were obtained;
 - iv. a report on the conduct of the audit; and
 - v. the opinion of the auditor as to whether or not the specific financial ratios reported are supported by verifiable information and reasonable assumptions;
- f) where it is considered appropriate to do so the auditor is to prepare a management report to accompany the auditor's report;
- g) where the auditor considers that –
 - i. there is any error or deficiency in an account or financial report;
 - ii. any money paid from, or due to the local government has been, or may have been misapplied; or
 - iii. there is a matter arising from the audit that needs to be addressed by the local government; details are to be included in the report to the Minister; and

- h) the auditor has a right of access at all reasonable times to such books, accounts, documents and assets of the local government as are in the opinion of the auditor necessary to allow the audit to be conducted.

Scope of the Audit

The Act and Regulations prescribe the scope of the external audit of the annual financial statements of a local government.

The scope details are going to vary between local governments but as an aid a model minimum standard audit specification is attached as Appendix 2 to this guideline. Individual local governments can amend that document to suit their particular needs.

Reporting by the Auditor

Regulations require the auditor, where appropriate, to prepare a management report to accompany the auditor's report. Although there is no legislative requirement for the auditor to prepare a management report unless he or she deems it appropriate, local government may wish to require the auditor to prepare a report on all issues identified during the audit.

The auditor, after completing the audit, is to forward a copy of his or her audit and management report to –

- the Mayor or President;
- the CEO of the local government; and
- the Minister via the Department.

It is the CEO's responsibility to ensure that the external audit report is provided to the audit committee. In considering the audit and management reports presented to the audit committee, the CEO should:

- a) examine any critical matters raised in the reports that affect the financial position of the local government; and
- b) provide comment on any critical matters raised and action proposed to be taken to address those matters.

Once Council has addressed matters raised, or accepted the CEO's planned remedial action on matters raised in the audit and management reports, the CEO should provide feedback to the Department on those matters.

Appendix 1

Model Terms of Reference – Audit Committees

Important: The following Model Terms of Reference contains clauses that may not be applicable to each local government. Local governments will need to consider each clause and only adopt those that are applicable to the roles and responsibilities and delegated powers and functions that will apply to their audit committee.

The clauses that may be considered optional have been asterisked (*).

Objectives of Audit Committees

The primary objective of the audit committee is to accept responsibility for the annual external audit and liaise with the local government's auditor so that Council can be satisfied with the performance of the local government in managing its financial affairs.

Reports from the committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The committee will ensure openness in the local government's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the local government's financial accounting systems and compliance with legislation.

The committee is to facilitate –

- the enhancement of the credibility and objectivity of *internal and external financial reporting;

- *effective management of financial and other risks and the protection of Council assets;
- compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal control and legislative compliance;
- *the coordination of the internal audit function with the external audit; and
- the provision of an effective means of communication between the external auditor, *internal auditor, the CEO and the Council.

Powers of the Audit Committee

The Audit committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is in order to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

The committee is a formally appointed committee of council and is responsible to that body. The committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The committee does not have any management functions and cannot involve itself in management processes or procedures.

Membership

The committee will consist of *four members with three elected and *one external person. All members shall have full voting rights.

*External persons appointed to the

committee will have business or financial management/reporting knowledge and experience, and be conversant with financial and other reporting requirements.

*Appointment of external persons shall be made by Council by way of a public advertisement and be for a maximum term of two years. The terms of the appointment should be arranged to ensure an orderly rotation and continuity of membership despite changes to Council's elected representatives.

*Reimbursement of approved expenses will be paid to each external person who is a member of the committee.

The CEO and employees are not members of the committee.

The CEO or his/her nominee is to be available to attend meetings to provide advice and guidance to the committee.

The local government shall provide secretarial and administrative support to the committee.

Meetings

The committee shall meet at least *quarterly.

Additional meetings shall be convened at the discretion of the presiding person.

Reporting

Reports and recommendations of each committee meeting shall be presented to the next ordinary meeting of the Council.

*The committee shall report annually to the Council summarising its activities during the previous financial year.

Duties and Responsibilities

The duties and responsibilities of the committee will be –

- a) Provide guidance and assistance to Council as to the carrying out the functions of the local government in relation to audits;
- b) Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor;
- c) Develop and recommend to Council –
 - a list of those matters to be audited; and
 - the scope of the audit to be undertaken;
- d) Recommend to Council the person or persons to be appointed as auditor;
- e) Develop and recommend to Council a written agreement for the appointment of the external auditor. The agreement is to include –
 - the objectives of the audit;
 - the scope of the audit;
 - a plan of the audit;
 - details of the remuneration and expenses to be paid to the auditor; and
 - the method to be used by the local government to communicate with, and supply information to, the auditor;
- f) Meet with the auditor once in each year and provide a report to Council on the matters discussed and outcome of those discussions;
- g) Liaise with the CEO to ensure that the local government does everything in its power to –
 - assist the auditor to conduct the audit and carry out his or her other duties under the *Local Government Act 1995*; and
 - ensure that audits are conducted successfully and expeditiously;
- h) Examine the reports of the auditor after receiving a report from the CEO on the matters to –
 - determine if any matters raised require action to be taken by the local government; and
 - ensure that appropriate action is taken in respect of those matters;
- i) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;
- j) Review the scope of the audit plan and program and its effectiveness;
- k) *Review the appropriateness of special internal audit assignments undertaken by internal audit at the request of Council or CEO (see reference to internal audit page 14);
- l) *Review the level of resources allocated to internal audit and the scope of its authority;
- m) *Review reports of internal audits, monitor the implementation of recommendations made by the audit and review the extent to which Council and management reacts to matters raised;
- n) *Facilitate liaison between the internal and external auditor to promote compatibility, to the extent appropriate, between their audit programs;
- o) *Review the local government's draft annual financial report, focusing on –
 - accounting policies and practices;
 - changes to accounting policies and practices;
 - the process used in making significant accounting estimates;
 - significant adjustments to the financial report (if any) arising from the audit process;

- compliance with accounting standards and other reporting requirements; and
 - significant variances from prior years;
- p) *Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual financial report is signed;
- q) *Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's terms of reference;
- r) Seek information or obtain expert advice through the CEO on matters of concern within the scope of the committee's terms of reference following authorisation from the Council;
- s) Review the annual Compliance Audit Return and report to the council the results of that review, and
- t) Consider the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the committee, and report to the council the results of those reviews.

Internal Audit

Many local governments have recognised the need to improve their internal auditing processes, and have moved to either employ an internal auditor or contract out the internal audit function.

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organisation's operations. It helps an

organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The scope of an internal audit would be determined by the Audit committee, with input from the CEO, based on the size of the local government's internal operations and the level of compliance to be achieved. The role differs from that of the external auditor who is appointed by council on the recommendation of the Audit Committee, to report independently to it, through the mayor/president and the CEO, on the annual financial statements. The external auditor's primary role is to decide whether the annual financial statements of a local government are free of material misstatement.

There are certain functions of the internal audit that complement the external auditor's role. As the external auditor plans for an effective audit they need to assess and determine whether to include the scope, procedures and outcomes of the internal audit. The CEO must refer all internal audit reports to the Audit Committee for consideration.

An internal auditor's activities should typically include the following:

- (a) review of the internal control structure, monitoring the operations of the information system and internal controls and providing recommendations for improvements;
- (b) a risk assessment with the intention of minimising exposure to all forms of risk on the local government;
- (c) examination of financial and operating information that includes detailed testing of transactions, balances and procedures;

- (d) a review of the efficiency and effectiveness of operations and services including non-financial controls of a local government;
- (e) a review of compliance with management policies and directives and any other internal requirements;
- (f) review of the annual Compliance Audit Return;
- (g) assist in the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance; and
- (h) specific tasks requested by management.

For local government, the internal auditor should report functionally to the audit committee and administratively to the CEO. It should be remembered that pursuant to section 5.41 of the Act, the CEO is responsible for the day-to-day management of council activities including the direction of staff and implicitly the internal audit function. The CEO may choose to delegate this responsibility provided always that the delegation does not directly or indirectly interfere with the ability of the Internal Auditor to conduct an internal audit function free from interference.

A clear and properly defined reporting relationship ensures that the internal auditor is empowered to perform their role working with management. The direct reporting line to the audit committee also acts as an adequate safeguard in the event of a serious breakdown in internal controls or internal control culture at senior levels in the organisation.

While it is recognised that smaller councils may not be able to justify a

full-time internal auditor, a small size of operation does not justify forgoing internal audit altogether. If audit committee or management is of the view that the employment of an independent internal auditor either full-time or part-time is not warranted, it may request the council to have the internal audit function undertaken as necessary by an external contractor, or expand the role of its external auditor.

The external auditor or his or her professional company should only undertake internal audit functions that complement the external audit and do not cloud the objectivity and independence of the external audit. An external auditor must not audit information prepared by them or their accounting practice, as this is considered incompatible with the standard of independence.

Local governments that do not establish an internal audit process but require a review of the financial management systems and procedures, may decide to use the services of the external auditor for that purpose. Such reviews are to be undertaken every four years in accordance with regulation 5(2)(c) of the *Local Government (Financial Management) Regulations 1996*.

The review of financial management systems and procedures provides the external auditor with greater assurance of systems and procedures used to prepare the annual financial statements, and whether they provide information free of material misstatement.

Appendix 2

Model Minimum Standard Audit Specification

Important: The following Model Minimum Standard Audit Specification may be used as the basis for the calling of tenders or seeking of quotes for the appointment of an auditor. Local governments need to consider the Model to ensure that only those clauses applicable to its requirements are used. This applies, in particular, to the "Critical matters to be audited".

Introduction

This document is provided for the assistance of auditors who wish to apply for the role of auditor with the City/Town/Shire.

Auditors are required to address all of the matters outlined in the specification.

Auditors who submit an application may be asked to provide further information and/or make a presentation to the audit committee.

Objectives of the Audit

To provide an independent audit opinion of the accounts and annual financial reports of the local government for each financial year covered by the term of the audit appointment.

Term of Audit Appointment

For the financial years commencing 1 July through to 30 June..... (not more than 5 years)

Scope of the Audit

The auditor is to –

Carry out such work as is necessary to form an opinion as to whether –

- (a) the accounts are properly kept; and
- (b) the annual financial report –
 - (i) is prepared in accordance with the financial records; and
 - (ii) represents fairly the results of the operations of the local government and the financial position of the local government at 30 June in accordance with the Australian Accounting Standards, the *Local Government Act 1995* (as amended) (the Act), the *Local Government (Financial Management) Regulations 1996* (as amended) and other mandatory professional reporting requirements.

Give an opinion in his or her audit report on –

- (a) the financial position of the local government; and
- (b) the results of the operation of the local government.

Include in his or her audit report –

- (a) any material matters that indicate significant adverse trends in the financial position or the financial management practices of the local government;
- (b) any matters indicating non-compliance with financial management or control requirements of the Act, Regulations and any other written law;
- (c) details of whether information and explanations were obtained by the auditor;

- (d) a report on the conduct of the audit;
and
- (e) the opinion of the auditor as to whether or not the specific financial ratios reported are supported by verifiable information and reasonable assumptions.

Audit Methodology and Approach

Other requirements of the Auditor –

- (a) The auditor is required to comply with the requirements of section 7.9 of the *Local Government Act 1995* and the *Local Government (Audit) Regulations 1996*;
- (b) An audit is to be carried out in accordance with accounting standards adopted from time to time by the Australian Government Auditing and Assurance Standards Board (AuASB);
- (c) The auditor is to provide the local government with a general outline of his/her methodology;
- (d) The auditor is to provide the local government with a plan for the audit including –
 - timing of interim audit visits;
 - final audit visit (within 30 days of being advised that the accounts and annual financial report are available for audit);
 - timing of the legislative requirement to meet with the local government and whether that meeting will be in person or by some other means;
 - the method to be used to communicate with, and provide advice and information to, the local government; and
- (e) The auditor is required to produce an audit report as required by section 7.9 of the *Local Government Act 1995* and, if considered appropriate by the auditor, a management report.

Critical Matters to be Audited

The auditor is to include in his or her application the extent to which the critical matters outlined below will be audited so as to form an opinion on the manner in which they have been maintained.

- (i) Revenue
 - Rates revenue
 - Government grants
 - User pays revenue
 - Profit on sale of non-current assets
 - Other income
- (ii) Expenditure
 - Salary and wage costs
 - Depreciation
 - Materials and contract expenditure
 - Loss on sale of non-current assets
 - Insurances
 - Bad debts
 - Other expenditure
- (iii) Current Assets
 - Bank and short term investments
 - Receivables and prepayments
 - Inventory
- (iv) Non-Current Assets
 - Property, plant, furniture and equipment
 - Infrastructure and depreciation
 - Other receivables
- (v) Liabilities (Current and non-current)
 - Creditors and accruals
 - Loan borrowings including new loans raised
 - Provision for annual and long service leave entitlements
- (vi) Reserve Funds
- (vii) Contingent Liabilities
- (viii) Capital Commitments
- (ix) Accounting Policies and Notes to the Financial Statements
- (x) Cash Flow Statement
- (xi) The financial ratios required by the *Local Government (Financial Management) Regulations 1996*

Hours, Fees and Expenditure

The auditor is to provide –

- estimate of the time to be spent on the audit;
- fees for completing the audit in accordance with this specification;
- nominated auditor(s) and registered company audit number(s); and
- experience of the nominated auditors in completing local government audits.

The auditor is to provide a fee for any additional audit requested by Council.

Terms

Conditions to be noted by auditors –

- the auditor shall not sub contract to a third party;
- the auditor shall not, and has no right to, assign the audit contract to third parties;
- the auditor shall not be engaged by the local government to undertake any financial consultancy with the local government that requires the preparation of financial information that will be the subject of the annual audit; and
- the auditor shall confirm that he or she has, and will maintain during the duration of the audit term, professional indemnity insurance covering the legal liability arising out of any neglect, default, error, or omission.

Termination of Appointment

The appointment as auditor is terminated if –

- (a) the auditor ceases to be a registered company auditor;
- (b) the auditor ceases to be an approved auditor under Section 7.5 of the *Local Government Act 1995*;
- (c) the auditor is a disqualified person under Section 7.4(2) of the *Local Government Act 1995*;
- (d) the auditor resigns by notice in writing to Council; or
- (e) Council serves notice in writing to the auditor terminating the appointment.

Appendix 3

Issues that should be considered for inclusion in the CEO's Review of Risk Management, Internal Control and Legislative Compliance

Please note: Section 7 of the Department's Western Australian Local Government Accounting Manual provides a comprehensive internal control framework related to internal control and risk management.

Risk Management

Internal control and risk management systems and programs are a key expression of a local government's attitude to effective controls. Good audit committee practices in monitoring internal control and risk management programs typically include:

- Reviewing whether the local government has an effective risk management system and that material operating risks to the local government are appropriately considered;
- Reviewing whether the local government has a current and effective business continuity plan (including disaster recovery) which is tested from time to time;
- Assessing the internal processes for determining and managing material operating risks in accordance with the local government's identified tolerance for risk, particularly in the following areas;
 - potential non-compliance with legislation, regulations and standards and local government's policies;
 - important accounting judgements or estimates that prove to be wrong;
 - litigation and claims;
 - misconduct, fraud and theft;
 - significant business risks, recognising responsibility for general or specific risk areas, for example, environmental risk, occupational health and safety, and how they are managed by the local government;
- Obtaining regular risk reports, which identify key risks, the status and the effectiveness of the risk management systems, to ensure that identified risks are monitored and new risks are identified, mitigated and reported;
- Assessing the adequacy of local government processes to manage insurable risks and ensure the adequacy of insurance cover, and if applicable, the level of self-insurance;
- Reviewing the effectiveness of the local government's internal control system with management and the internal and external auditors;
- Assessing whether management has controls in place for unusual types of transactions and/or any potential transactions that might carry more than an acceptable degree of risk;
- Assessing the local government's procurement framework with a focus on the probity and transparency of policies and procedures/processes and whether these are being applied;
- Should the need arise, meeting periodically with key management, internal and external auditors, and compliance staff, to understand and discuss any changes in the local government's control environment;
- Ascertaining whether fraud and misconduct risks have been identified, analysed, evaluated, have an appropriate treatment plan which has been implemented, communicated,

monitored and there is regular reporting and ongoing management of fraud and misconduct risks.

Internal Control

Internal control is a key component of a sound governance framework, in addition to leadership, long-term planning, compliance, resource allocation, accountability and transparency. Strategies to maintain sound internal controls are based on risk analysis of the internal operations of a local government.

An effective and transparent internal control environment is built on the following key areas:

- integrity and ethics;
- policies and delegated authority;
- levels of responsibilities and authorities;
- audit practices;
- information system access and security;
- management operating style; and
- human resource management and practices.

Internal control systems involve policies and procedures that safeguard assets, ensure accurate and reliable financial reporting, promote compliance with legislation and achieve effective and efficient operations and may vary depending on the size and nature of the local government.

Aspects of an effective control framework will include:

- delegation of authority;
- documented policies and procedures;
- trained and qualified employees;
- system controls;
- effective policy and process review;
- regular internal audits;
- documentation of risk identification and assessment; and

- regular liaison with auditor and legal advisors.

The following are examples of controls that are typically reviewed:

- separation of roles and functions, processing and authorisation;
- control of approval of documents, letters and financial records;
- comparison of internal data with other or external sources of information;
- limit of direct physical access to assets and records;
- control of computer applications and information system standards;
- limit access to make changes in data files and systems;
- regular maintenance and review of financial control accounts and trial balances;
- comparison and analysis of financial results with budgeted amounts;
- the arithmetical accuracy and content of records;
- report, review and approval of financial payments and reconciliations; and
- comparison of the result of physical cash and inventory counts with accounting records.

Legislative Compliance

The compliance programs of a local government are a strong indication of attitude towards meeting legislative requirements. Audit committee practices in regard to monitoring compliance programs typically include:

- Monitoring compliance with legislation and regulations;
- Reviewing the annual Compliance Audit Return and reporting to Council the results of that review;
- Staying informed about how management is monitoring the

effectiveness of its compliance and making recommendations for change as necessary;

- Reviewing whether the local government has procedures for it to receive, retain and treat complaints, including confidential and anonymous employee complaints;
- Obtaining assurance that adverse trends are identified and review management's plans to deal with these;
- Reviewing management disclosures in financial reports of the effect of significant compliance issues;
- Reviewing whether the internal and/or external auditors have regard to compliance and ethics risks in the development of their audit plan and in the conduct of audit projects, and report compliance and ethics issues to the audit committee;
- Considering the internal auditor's role in assessing compliance and ethics risks in their plan;
- Monitoring the local government's compliance frameworks dealing with relevant external legislation and regulatory requirements; and
- Complying with legislative and regulatory requirements imposed on audit committee members, including not misusing their position to gain an advantage for themselves or another or to cause detriment to the local government and disclosing conflicts of interest.

These guidelines are also available on the Department's website at www.dlgc.wa.gov.au



About the Guideline series

This document and others in the series are intended as a guide to good practice and should not be taken as a compliance knowledge, understanding, observation of, and appropriate consultation on contemporary good practice in local government. Guidelines may also involve the Department's views on the intent and interpretation of relevant legislation.

All guidelines are subject to review, amendment and re-publishing as required. Therefore, comments on any aspect of the guideline are welcome. Advice of methods of improvement in the area of the guideline topic that can be reported to other local governments will be especially beneficial.

For more information about this and other guidelines, contact the Local Government Regulation and Support Branch at:

Department of Local Government and Communities

Gordon Stephenson House, 140 William Street, Perth WA 6000

GPO Box R1250, Perth WA 6844

Telephone: (08) 6551 8700 Fax: (08) 6552 1555

Freecall (Country only): 1800 620 511

Email: info@dlgc.wa.gov.au Website: www.dlgc.wa.gov.au

Translating and Interpreting Service (TIS) – Tel: 13 14 50

SHIRE OF ASHBURTON



Audit & Risk Committee Terms of Reference

December 2014

Objectives of Audit Committees

The primary objective of the audit committee is to accept responsibility for the annual external audit and liaise with the local government's auditor so that Council can be satisfied with the performance of the local government in managing its financial affairs.

Reports from the committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The committee will ensure openness in the local government's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the local government's financial accounting systems and compliance with legislation.

The committee is to facilitate –

1. the enhancement of the credibility and objectivity of external financial reporting;
2. effective management of financial and other risks and the protection of Council assets;
3. compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal control and legislative compliance;
4. the coordination of any future internal audit function with the external audit; and
5. the provision of an effective means of communication between the external auditor, the CEO and the Council.

Powers of the Audit & Risk Committee

The Audit & Risk Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is in order to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

The committee is a formally appointed committee of Council and is responsible to that body. The committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The committee does not have any management functions and cannot involve itself in management processes or procedures.

Membership

The committee will consist of three elected members . All members have full voting rights.

The CEO and employees are not members of the committee.

The CEO or his/her nominee is to be available to attend meetings to provide advice and guidance to the committee.

The local government shall provide secretarial and administrative support to the committee.

Meetings

The committee shall meet at least twice per year. Additional meetings shall be convened at the discretion of the presiding person.

Reporting

Reports and recommendations of each committee meeting shall be presented to the next ordinary meeting of the Council.

Duties and Responsibilities

The duties and responsibilities of the committee will be –

- a) Provide guidance and assistance to Council as to the carrying out the functions of the local government in relation to audits;
- b) Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government’s auditor;
- c) Develop and recommend to Council –
 - 1. a list of those matters to be audited; and
 - 2. the scope of the audit to be undertaken;
- d) Recommend to Council the person or persons to be appointed as auditor;
- e) Develop and recommend to Council a written agreement for the appointment of the external auditor. The agreement is to include –
 - 1. the objectives of the audit;
 - 2. the scope of the audit;
 - 3. a plan of the audit;

4. details of the remuneration and expenses to be paid to the auditor; and
 5. the method to be used by the local government to communicate with, and supply information to, the auditor;
- f) Meet with the auditor either in person or by electronic means (teleconference) once in each year and provide a report to Council on the matters discussed and outcome of those discussions;
- g) Liaise with the CEO to ensure that the local government does everything in its power to –
1. assist the auditor to conduct the audit and carry out his or her other duties under the Local Government Act 1995; and
 2. ensure that audits are conducted successfully and expeditiously;
- h) Examine the reports of the auditor after receiving a report from the CEO on the matters to –
1. determine if any matters raised require action to be taken by the local government; and
 2. ensure that appropriate action is taken in respect of those matters;
- i) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;
- j) Review the scope of the audit plan and program and its effectiveness;
- k) Review the appropriateness of special internal audit assignments undertaken by internal audit at the request of Council or CEO;
- l) Review the level of resources allocated to internal audit and the scope of its authority;
- m) Review reports of internal audits, monitor the implementation of recommendations made by the audit and review the extent to which Council and management reacts to matters raised;
- n) Facilitate liaison between the internal and external auditor to promote compatibility, to the extent appropriate, between their audit programs;
- o) Review the local government's draft annual financial report, focusing on –
1. accounting policies and practices;
 2. changes to accounting policies and practices;
 3. the process used in making significant accounting estimates;
 4. significant adjustments to the financial report (if any) arising from the audit process;
 5. compliance with accounting standards and other reporting requirements; and
 6. significant variances from prior years;
- p) Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual financial report is signed;

- q) Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's terms of reference;
- r) Seek information or obtain expert advice through the CEO on matters of concern within the scope of the committee's terms of reference following authorisation from the Council;
- s) Review the annual Compliance Audit Return and report to the council the results of that review, and
- t) Consider the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the committee, and report to the council the results of those reviews.

Internal Audit

Many local governments have recognised the need to improve their internal auditing processes, and have moved to either employ an internal auditor or contract out the internal audit function.

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organisation's operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The scope of an internal audit would be determined by the Audit committee, with input from the CEO, based on the size of the local government's internal operations and the level of compliance to be achieved. The role differs from that of the external auditor who is appointed by council on the recommendation of the Audit Committee, to report independently to it, through the mayor/president and the CEO, on the annual financial statements. The external auditor's primary role is to decide whether the annual financial statements of a local government are free of material misstatement.

There are certain functions of the internal audit that complement the external auditor's role. As the external auditor plans for an effective audit they need to assess and determine whether to include the scope, procedures and outcomes of the internal audit. The CEO must refer all internal audit reports to the Audit

Committee for consideration.

An internal auditor's activities should typically include the following:

- (a) review of the internal control structure, monitoring the operations of the information system and internal controls and providing recommendations for improvements;
- (b) a risk assessment with the intention of minimising exposure to all forms of risk on the local government;
- (c) examination of financial and operating information that includes detailed testing of transactions, balances and procedures;

- (d) a review of the efficiency and effectiveness of operations and services including non-financial controls of a local government;
- (e) a review of compliance with management policies and directives and any other internal requirements;
- (f) review of the annual Compliance Audit Return;
- (g) assist in the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance; and
- (h) specific tasks requested by management.

For local government, the internal auditor should report functionally to the audit committee and administratively to the CEO. It should be remembered that pursuant to section 5.41 of the Act, the CEO is responsible for the day-to-day management of council activities including the direction of staff and implicitly the internal audit function. The CEO may choose to delegate this responsibility provided always that the delegation does not directly or indirectly interfere with the ability of the Internal Auditor to conduct an internal audit function free from interference.

A clear and properly defined reporting relationship ensures that the internal auditor is empowered to perform their role working with management. The direct reporting line to the audit committee also acts as an adequate safeguard in the event of a serious breakdown in internal controls or internal control culture at senior levels in the organisation.

While it is recognised that smaller councils may not be able to justify a full-time internal auditor, a small size of operation does not justify forgoing internal audit altogether. If audit committee or management is of the view that the employment of an independent internal auditor either full-time or part-time is not warranted, it may request the council to have the internal audit function undertaken as necessary by an external contractor, or expand the role of its external auditor.

The external auditor or his or her professional company should only undertake internal audit functions that complement the external audit and do not cloud the objectivity and independence of the external audit. An external auditor must not audit information prepared by them or their accounting practice, as this is considered incompatible with the standard of independence.

Local governments that do not establish an internal audit process but require a review of the financial management systems and procedures, may decide to use the services of the external auditor for that purpose. Such reviews are to be undertaken every four years in accordance with regulation 5(2)(c) of the Local Government (Financial Management) Regulations 1996.

The review of financial management systems and procedures provides the external auditor with greater assurance of systems and procedures used to prepare the annual financial statements, and whether they provide information free of material misstatement.

7. TERMS OF REFERENCE

Under the Local Government Act 1995, Local Governments are required to appoint an Audit Committee (section 7.1A of the Local Government Act 1995).

An Audit Committee is to provide guidance and assistance to the Local Government – as to the carrying out of its functions in relation to audits carried out under Part 7 of the Act and as to the development of a process to be used to select and appoint a person to be an auditor and may provide guidance and assistance to the Local Government as to – matters to be audited, the scope of audits, its functions under Part 6 of the Act and the carrying out of its functions relating to other audits and other matters related to financial management. (clause 16 Local Government (Audit) Regulations 1996).

Meeting cycle: At least once a year to recommend adoption of Annual Report.

AMENDMENTS

- 1. Proclaim M29 - FMG Solomon Mine Realignment
- 2. Deproclaim M29 - FMG Solomon Mine Realignment

NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

- H6** Highway
(^ Road Name)
- M42** Main Road
(^ Road Name)
- P18** Main Roads Controlled Path *

SECTION TO BE DE-PROCLAIMED

- ~~H2~~
- ~~M12~~
- ~~P18~~

SECTION TO BE PROCLAIMED

- H6** Highway
- M42** Main Road
- P18** Main Roads Controlled Path *

* Main Roads Western Australia controlled paths referred to as "footpaths" in Section 13(1) of the Main Roads Act 1930, as amended.

Paths depicted on this drawing are those for which Main Roads Western Australia has responsibility. Paths the responsibility of other entities are not shown.

^ Landgate approved local usage name.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution:.....of

Council Meeting Held On:.....

Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

THIS DRAWING SUPERSEDES: 1321-0019-01

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

DATE OF ORIGINAL ISSUE: 14 Feb 2013
DRAWING AMENDMENT DATE: 17 Jun 2014



PROCLAMATION PLAN

Declared Roads

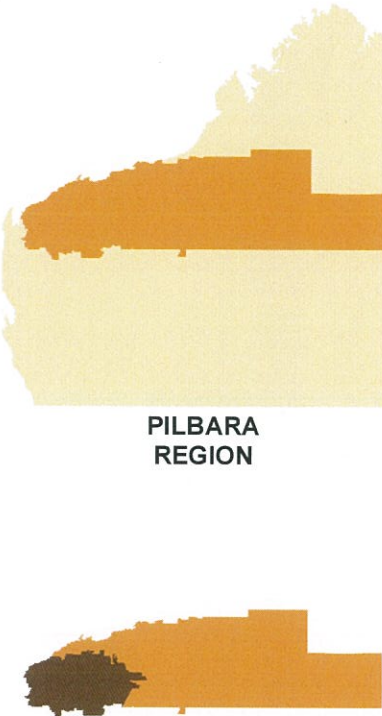
SHIRE OF ASHBURTON

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/81	1321-0019-02



SHIRE OF
ASHBURTON

BASE MAP
LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastre
- Local Road

RECOMMENDED
A. Roth

APPROVED
Joseph Morgan EDPYS 30/10/14

Planning and Technical Services Directorate

AMENDMENTS

SHIRE OF
ASHBURTON

NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

Ramp intersections are shown schematically. The point at which the lines meet represents the end of the median which separates the converging or diverging carriageways.

Road to be closed in accordance with section 58 of the Land Administration Act.

Slip lanes where ramps intersect other roads are not shown.

PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

H6 Highway
(^ Road Name)

M42 Main Road
(^ Road Name)

SECTION TO BE DE-PROCLAIMED

~~H2~~ ~~M12~~

SECTION TO BE PROCLAIMED

H6 Highway

M42 Main Road

^ Landgate approved local usage name.

P18 Main Roads Controlled Path

Main Roads Controlled paths depicted on this drawing are those for which Main Roads Western Australia has responsibility. Shared paths and footpaths which are the responsibility of other entities are not shown.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution:.....of

Council Meeting Held On:.....

Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

THIS DRAWING SUPERSEDES:



Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads
M29 Realignment - FMG Solomon Mine
Proclaim M29
Deproclaim M29

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE

FILE No

DWG NUMBER

20:00

13/81

1421-0052-00

SHIRE OF
ASHBURTONBASE MAP
LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

AMENDMENTS

- 1. Proclaim M29 - FMG Solomon Mine Realignment
- 2. Deproclaim M29 - FMG Solomon Mine Realignment

NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

- H6** Highway
(^ Road Name)
- M42** Main Road
(^ Road Name)
- P18** Main Roads Controlled Path *

SECTION TO BE DE-PROCLAIMED

- ~~H2~~
- ~~M12~~
- ~~P18~~

SECTION TO BE PROCLAIMED

- H6** Highway
- M42** Main Road
- P18** Main Roads Controlled Path *

* Main Roads Western Australia controlled paths referred to as "footpaths" in Section 13(1) of the Main Roads Act 1930, as amended.

Paths depicted on this drawing are those for which Main Roads Western Australia has responsibility. Paths the responsibility of other entities are not shown.

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Council Resolution:.....of

Council Meeting Held On:.....

Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

THIS DRAWING SUPERSEDES: 1321-0019-01

SHIRE OF
ASHBURTON

BASE MAP
LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

DATE OF ORIGINAL ISSUE: 14 Feb 2013
DRAWING AMENDMENT DATE: 17 Jun 2014



PROCLAMATION PLAN

Declared Roads
SHIRE OF ASHBURTON

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/81	1321-0019-02

RECOMMENDED: [Signature]
APPROVED: [Signature] EDPTS 30/06/14

Planning and Technical Services Directorate

AMENDMENTS

SHIRE OF
ASHBURTON

NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

Ramp intersections are shown schematically. The point at which the lines meet represents the end of the median which separates the converging or diverging carriageways.

Road to be closed in accordance with section 58 of the Land Administration Act.

Slip lanes where ramps intersect other roads are not shown.

PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

H6 Highway
(^ Road Name)

M42 Main Road
(^ Road Name)

SECTION TO BE DE-PROCLAIMED

~~**H2**~~ ~~**M12**~~

SECTION TO BE PROCLAIMED

H6 Highway

M42 Main Road

^ Landgate approved local usage name.

P18 Main Roads Controlled Path

Main Roads Controlled paths depicted on this drawing are those for which Main Roads Western Australia has responsibility. Shared paths and footpaths which are the responsibility of other entities are not shown.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution:.....of

Council Meeting Held On:.....

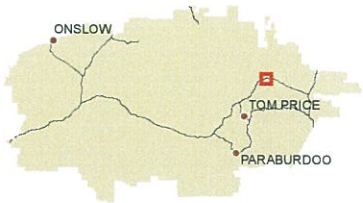
Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

THIS DRAWING SUPERSEDES:



SHIRE OF
ASHBURTON

BASE MAP
LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

DATE OF ORIGINAL ISSUE: 17 Jun 2014
DRAWING AMENDMENT DATE:



PROCLAMATION PLAN

Declared Roads
M29 Realignment - FMG Solomon Mine
Proclaim M29
Deproclaim M29

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/81	1421-0052-00

RECOMMENDED
[Signature]

APPROVED
[Signature] EDP 35
30/10/14

Planning and Technical Services Directorate

AMENDMENTS

1. Proclaim M29 - Robe River Mining Realignment
2. Deproclaim M29 - Robe River Mining Realignment

NOTES:

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PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

- H6** Highway
(^ Road Name)
- M42** Main Road
(^ Road Name)
- P18** Main Roads Controlled Path *

SECTION TO BE DE-PROCLAIMED

- ~~H2~~ ~~M12~~ ~~P18~~

SECTION TO BE PROCLAIMED

- H6** Highway
- M42** Main Road
- P18** Main Roads Controlled Path *

* Main Roads Western Australia controlled paths referred to as "footpaths" in Section 13(1) of the Main Roads Act 1930, as amended.

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Council Resolution:.....of

Council Meeting Held On:.....

Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

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DATE OF ORIGINAL ISSUE: 14 Feb 2013
DRAWING AMENDMENT DATE: 23 Apr 2014

RECOMMENDED
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APPROVED
James Morgan EDPTS
30/10/14

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Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads

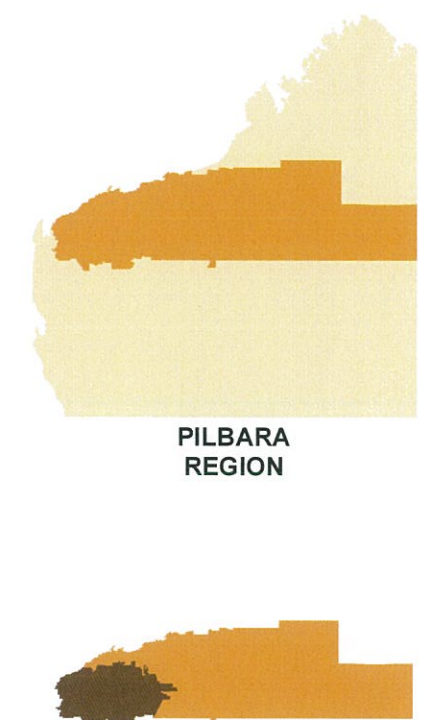
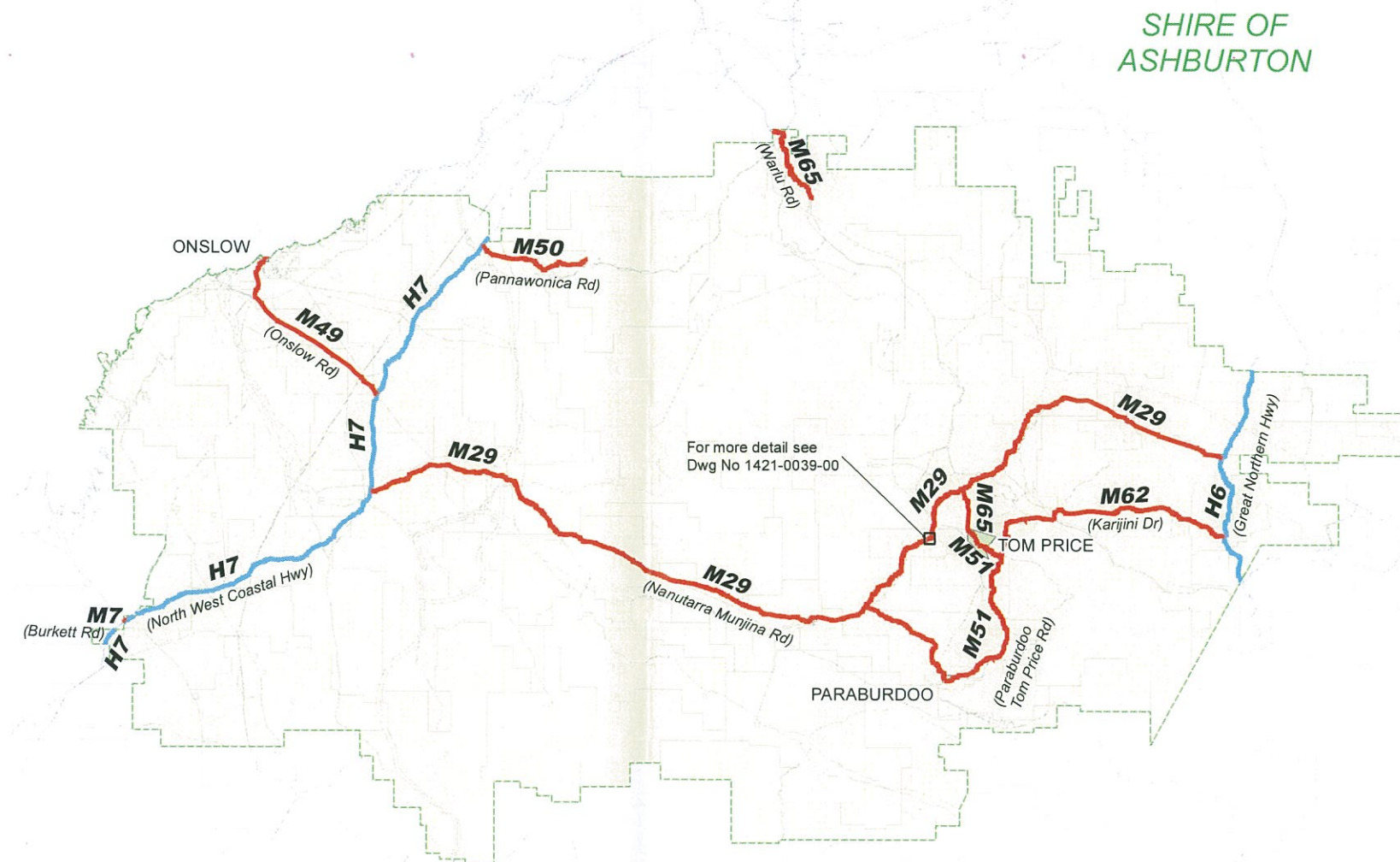
SHIRE OF ASHBURTON

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/234	1321-0019-01

SHIRE OF
ASHBURTONBASE MAP
LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastral
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

AMENDMENTS

SHIRE OF
ASHBURTON

NOTES:

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PROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

- H6**
(^ Road Name) Highway
- M42**
(^ Road Name) Main Road

SECTION TO BE DE-PROCLAIMED

- ~~H2~~
- ~~M12~~

SECTION TO BE PROCLAIMED

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Council Resolution:.....of

Council Meeting Held On:.....

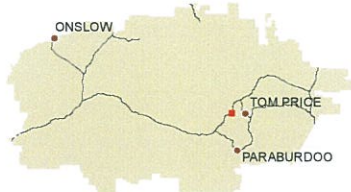
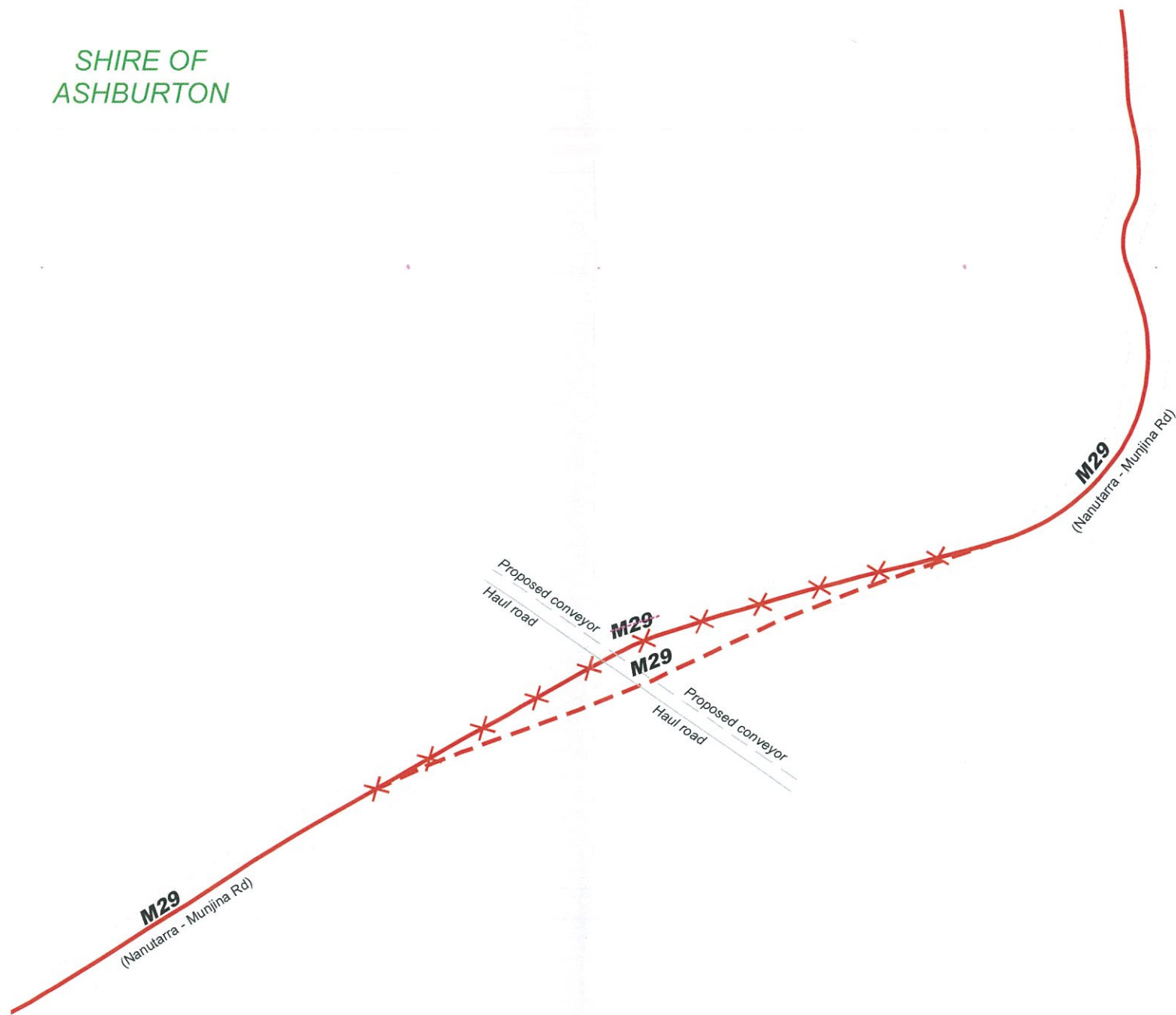
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Chief Executive Officer

Date:.....

Gazette:.....

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SHIRE OF
ASHBURTON

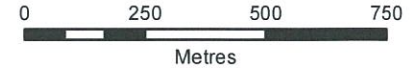
BASE MAP
LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

DATE OF ORIGINAL ISSUE: 23 Apr 2014

DRAWING AMENDMENT DATE:



PROCLAMATION PLAN

Declared Roads

M29 Realignment - Grade Separation

SLK 259.05 - 260.86

over Robe River Mining Haul Road & Conveyor

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/234	1421-0039-00

RECOMMENDED

APPROVED

EDPS

30/10/14

Planning and Technical Services Directorate

AMENDMENTS

- 1. Proclaim M29 - Robe River Mining Realignment
- 2. Deproclaim M29 - Robe River Mining Realignment

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PROCLAMATION
LEGEND

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(^ Road Name)
- M42** Main Road
(^ Road Name)
- P18** Main Roads Controlled Path *

SECTION TO BE DE-PROCLAIMED

- ~~H2~~
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Council Meeting Held On:.....

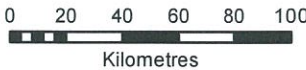
Chief Executive Officer

Date:.....

Gazette:.....

Page No:.....

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PROCLAMATION PLAN

Declared Roads
SHIRE OF ASHBURTON

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	13/234	1321-0019-01

SHIRE OF
ASHBURTON

PILBARA
REGION

SHIRE OF
ASHBURTON

BASE MAP
LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastre
- Local Road

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RECOMMENDED
Dr Roth

APPROVED
Georgina Morgan EDPTS
30/10/14

Planning and Technical Services Directorate

AMENDMENTS

SHIRE OF
ASHBURTONPROCLAMATION
LEGEND

EXISTING PROCLAIMED ROUTE

H6
(^ Road Name) Highway**M42**
(^ Road Name) Main Road

SECTION TO BE DE-PROCLAIMED

~~**H2**~~ ~~**M12**~~

SECTION TO BE PROCLAIMED

H6 Highway**M42** Main Road

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Main Roads Controlled Shared Path

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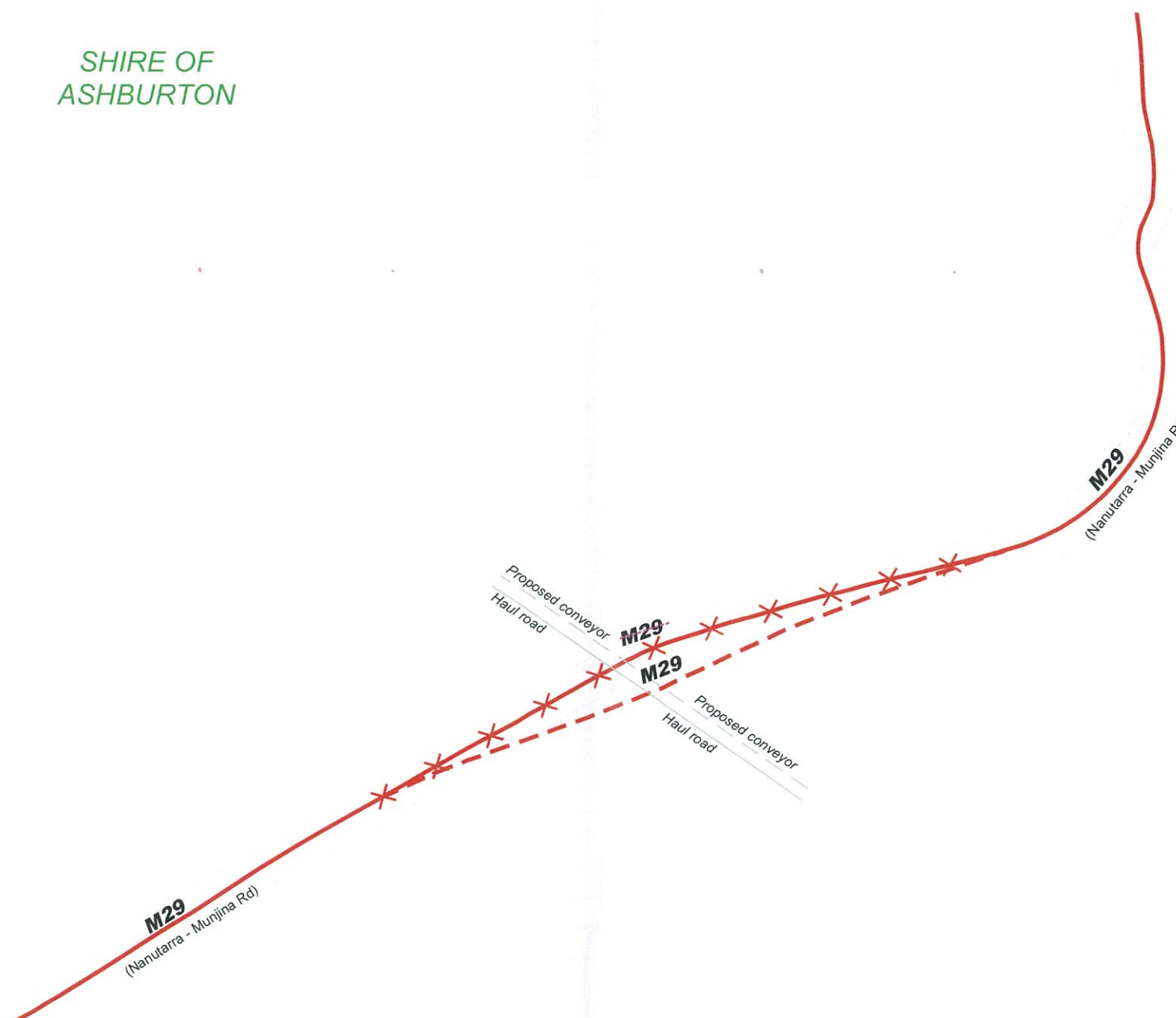
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SHIRE OF
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LEGEND

- Local Government Boundary
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DATE OF ORIGINAL ISSUE: 23 Apr 2014
DRAWING AMENDMENT DATE:0 250 500 750
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PROCLAMATION PLAN

Declared Roads

M29 Realignment - Grade Separation

SLK 259.05 - 260.86

over Robe River Mining Haul Road & Conveyor

SHIRE of ASHBURTON - LG No. 811

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE

FILE No

DWG NUMBER

20:00

13/234

1421-0039-00

Planning and Technical Services Directorate

Shire of Ashburton
2014/15 Schedule of Fees & Charges

S Denotes Statutory Fee

* Denotes GST Inclusive

GL CODE	FEE TYPE	GST SF	BASIS	Adopted Fees 2014/15
TRANSPORT				
MAINTENANCE STREETS, ROADS, BRIDGES				
Other Charges				
125041	Road Signs	*	dependent on size	
125041	Road Closures (permanent)	*		410.00
125041	Road Closures (Temporary)	*		103.00
125041	permit to Work on a Road Reserve	*	per application	51.00
125041	Heavy Vehicle Road Use permit	*	per application	51.00
ONSLow AIRPORT				
Airport Landing Fees - per tonne (Certified Maximum Take Off Weight)				
122018	Up to 6 tonne	*	per landing/per tonne	18.50
122018	> 6001kg - 8000kg	*	per landing/per tonne	27.50
122018	8001kg or greater	*	per landing/per tonne	32.50
122018	ARO attendance/Call out Fee	*	per hour	103.00
Aircraft Parking (Main Apron /RPT Apron Parking - Security Restricted Area)				
122018	Aircraft parking for RPT aircraft parking - Single use in excess of 3 hours	*	per hour or part there of	by arrangement
122018	Aircraft parking for Non-RPT aircraft parking – Single use in excess of 3 hours	*	per hour or part there of	250.00
Aircraft Parking (General Aviation Apron)				
122018	Parking on non-leased sites (aircraft > 5700kg on Bays 3 & 4) Single use in excess of 3 hours	*	per hour or part there of per 1000kg MTOW	5.00
122018	Parking on non-leased sites - per day adhoc or itinerate users (aircraft <5700kg)	*	per day or part there of	25.00
122018	Parking on non-leased sites (aircraft <5700kg) per monthly on locally based aircraft	*	per month on locally based aircraft	50.00
122018	Parking on non-leased sites (aircraft <5700kg) per year on locally based aircraft	*	per year on locally based aircraft	550.00
122018	Parking on leased areas	*	per lease agreement	550.00
Exempt Aircraft (RFDS, Emergency Rescue, Angel Flight, Community Doctor Transfers)				
Passenger Fees				
Passenger Head Tax (applicable on services above 5700kg-on all arrivals and departures)				
Calculated on aircraft capacity				
122031	Adult	*	per seat	34.00
122031	Child Less than 12 years	*	per seat	17.00
122031	Passenger Screening Fee		per seat	pending
122031	Passenger Handling Fee		per seat	pending
Airside Envirnomental Charge				
122018	Where aircraft operators are responsible and do not complete their own clean up to the council		per event	Cost+
122018	we will clean up any fuel or oil spills at the following rates. This charge applies only to clean up of fuel and oil on the airport			
Property Leases				
122035	Hanger blocks		per lease agreement	per lease agreement
122036	Fuel Farm		per lease agreement	per lease agreement

Shire of Ashburton
2014/15 Schedule of Fees & Charges

S Denotes Statutory Fee

* Denotes GST Inclusive

GL CODE	FEE TYPE	GST SF	BASIS	Adopted Fees 2014/15
TRANSPORT				
<i>Terminal / Carpark Leases</i>				
122030	Terminal Advertising		per contract	per contract
122033	Car Rental Kiosk		per lease agreement	per lease agreement
122034	Terminal Floor Space		per lease agreement	per lease agreement
122018	Kiosk		per lease agreement	per lease agreement
122018	Rental Car Meet and Greet (Greater of \$6,000 pa or 8.5% of Airport Turnover as per leas		Greater of \$6,000 pa or 8.5% of Airport Turnover	Greater of \$6,000 pa or 8.5% of Airport Turnover
122033	Hire Car Parking Bays		per lease agreement	per lease agreement
122032	Shared Office Space		per lease agreement	per lease agreement
122029	Vending Machines (Airport owned. Stocked by external party)		per machine per month	50.00
<i>Other Airport</i>				
122018	Aviation Security Identification Card (ASIC)		per card	300.00
122018	Replacement ASIC (lost, stolen, damaged)		per card	60.00
122018	Terminal key / access card deposit		per card	50.00
122018	Replacement Terminal key / access card		per card	50.00
<i>Property Leases</i>				
122028	Ashburton Air Services		per lease agreement	per lease agreement
122028	Morgan & Co Pty Ltd		per lease agreement	per lease agreement
122028	Virgin Australia		per lease agreement	per lease agreement

ONSLOW SKATE SPACE

DRAFT SITE SELECTION & CONSULTATION REPORT
SEPTEMBER 2014 - REVISION 01

PREPARED BY CONVIC
FOR THE SHIRE OF ASHBURTON

CONVIC





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PROJECT BACKGROUND

INTRODUCTION

The Onslow Skate Space is being designed as a unique, iconic and site responsive multi-purpose, multi-generational facility that aims to complement the existing uses and facilities of the Onslow recreational precinct. This facility will be the central social hub for the youth and the broader community of Onslow.

In August of 2014, CONVIC were engaged by the Shire of Ashburton to undertake a site appraisal of possible site locations within the Onslow Masterplan. This was followed by the pre-design community consultation phase for the design project.

The following report outlines the site selection process and criteria considered to form a successful youth space. It also summarises the results and comments of the community consultation, makes recommendations on the typology of the facility and creates a design vision for the Onslow Skate Space. This strategic approach will define an informed conceptual response and design for the current community demand and future community needs.



Youth facility life-cycle diagram

UNDERSTANDING SKATE CONTEXT

Currently there is no existing skate facility within the Onslow recreational precinct with many youth using backyards, footpaths and car parks to ride. The Pilbara Region is developing a good network of skating and BMX facilities however due to the nature of development in this region, these are isolated with large distances / travel time between facilities. There are four skate and BMX facilities within 6.5 hours drive of Onslow. These parks include:

- Karratha Skate Park - 311km (3.15 hours) This has a traditional style large concrete base with hips, flat banks and street features with open flow across large areas of concrete.
- Roebourne Skatescape - 335km (3.25 hours) The park has a loop snake run structure for flow through moguls and transition features with a focus on beginner to intermediate users
- Exmouth Skate Park - 404km (5.33 hours) This park has a combination of street and transition with multiple sculptural shade structures to cater for high temperatures through the day
- Tom Price Skate Park - 410km (6.30 hours) This facility is set within existing trees which provide large amounts of shade and give a park like feel to the space. This is a combination of Street and Transition elements arranged in a square track formation including: ledges, banks, rails, half pipe, moguls and quarter pipes. It is popular within the Tom Price community with many frequent users including BMX, Scooters and Skateboarders.

On the whole, these facilities are largely focussed on ‘skate’ with less importance given to an all inclusive ‘Youth Facility’ approach. The Onslow Skate Space specifically will provide great value to the existing recreation precinct and compliment the palette of current Onslow facilities and community needs.



	1	2
1. Karratha Skate Park 2. Tom Price 3. Exmouth Skate Park 4. Roebourne Skatescape	3	4

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SITE ASSESSMENT

SELECTING THE APPROPRIATE SITE

The location of the Skate Space is critical in ensuring the future success of this important community asset. In particular the site should have the capability to:

- Create a centralised social hub for young people.
- Allow users of different ages to interact with each other.
- Allow users of different abilities to learn from each other.
- Create strong links with other existing community facilities and amenities.

It has been identified that the Skate Space must cater for all ages, abilities and types of action sports including active, passive and social activities. As Onslow currently does not have a Skate Space or a strong skate community the design of the park should have a focus on the beginner to intermediate level ability to allow users to develop their skill set. However, the facility also needs to provide for skill progression in features to challenge and keep users interested. This shall be defined by providing areas for beginners to safely learn and progress, as well as having areas for the more experienced to use in a safe and unencumbered space.

The Onslow Skate Space site presents an opportunity for the Shire of Ashburton to develop the precinct and create a dynamic and activated community hub, offering recreational and social opportunities for all members of the community, from day to day use to community centred activities and events. The following section outlines the key criteria used to assess suggested sites, and then recommends a preferred site.

1

2

3

1. Beadon Creek Wharf

2. Termite Mounds

4. Salt Conveyor Belt



SITE ASSESSMENT

SITE ASSESSMENT CRITERIA

1. PHYSICAL SITE CONDITIONS & TECHNICAL CONSIDERATIONS

This first broad criterion is based on the physicality of the various sites and whether they can accommodate a facility of the required scale and type required by the Shire. It also considers technical implications such as drainage and soil conditions. Questions asked at each site include;

- Is the proposed site able to cater for the various different applicable facility types defined previously? (ie: large enough to cater for events if we are looking for a regional scale park)
- Is the proposed site free of existing land use implications, covenants, easements, service access requirements and/or underground/overhead power lines, water and gas?
- What are the implications of geotechnical conditions, ground water, drainage?
- What are the physical terrain implications of the site?

2. ACCESS/TRANSPORT

This second criterion looks at how easily accessible the site is for users, parents and those viewing the skate park or events. Questions asked of each site on this criterion include;

- Are there pedestrian/footpath connections from transport nodes to the proposed site?
- Is there a safe drop off area or adequate car parking if applicable?

Note: Public transport is currently not applicable to the Onslow Skate Space

3. NATURAL SURVEILLANCE, SECURITY AND SAFETY

As the consideration is to create a public sporting facility with the main users being below the age of 18 it is crucial to ensure the facility is visually open and safe and easily accessed in the case of an emergency. Questions asked for this criterion include;

- Is the site visually prominent with good natural and passive surveillance for safety and for the promotion of the facility and skate activity?
- Is the site a short distance from police response calls and does it provide ease of police access on scheduled routes?
- Can the site provide adequate emergency vehicle access (fire and ambulance?)

- Can vehicular access be restricted at the proposed site to prevent skating at night by car light if applicable?
- Can the proposed site provide safe entry to and from the site and safe setbacks from busy roads and intersections?

4. PROXIMITY TO AMENITIES (WATER, TOILETS, SHADE, FOOD & DRINK)

An active public sporting facility such as a skate park should have appropriate ancillary amenities. This includes shade for viewing and resting, drink fountains and nearby toilets given users can spend many hours using a skate park in a single session.

Questions therefore asked for this criterion are;

- Are associated amenities such as public telephone, toilets, water, shelter and shade existing and available or cost effective to install at the site?
- Is the site close to vendors selling food and drink and is there potential for seasonal, peak time and/or event day food and drink outlets?

5. IMPACT ON EXISTING FACILITIES, ADJOINING USES AND USERS

To assess the suitability of a site, one of the main considerations is what impact will a new facility have on the existing users and use of the space. This can be a contentious community issue and so the following questions have been asked for this criterion;

- Does the site facilitate minimal loss of green space?
- Does the site facilitate minimal impact on ecological systems eg. Wetlands, foreshore and bush land?
- Does the site facilitate minimal loss of mature or significant trees?
- Does the site facilitate minimal impact on pedestrian or road network and access including existing desire lines?
- Will the location of a skate facility on the site substantially displace existing recreational or other site users?
- Are there any existing heritage items or indigenous people's claims for land title or cultural significance at the site?
- Is there a history of 'anti-social' activity of behaviour at the site?

SITE ASSESSMENT

6. DISTANCE FROM HOUSING & INCOMPATIBLE LAND USE

Another major consideration for any new public sporting facility is the potential impact of noise and light to nearby housing. It is important that the new skate facility is located to minimise impact to surrounding residential areas. We have undertaken acoustic assessments of a number of existing skate parks to ascertain an appropriate distance from residential areas and as a guide 50m is considered an acceptable distance for a purpose built skate park. Please note that this is subject to a more detailed acoustic assessment as each location has different factors such as surrounding noise, landform, prevailing winds etc. This is also only for facilities and not incidental skate moments which, due to their scale and level of potential use, are not considered major creators of noise or loss of amenity.

Questions therefore include;

- Is the site location an adequate distance (50m) from residential dwellings and incompatible land uses to avoid potential noise and light intrusions?
- Has the site the capacity to place a skate park in a location to maximise noise attenuation (eg: sunk into the ground)

7. EVENT SPACE OPPORTUNITIES

With centrally located facilities presenting the opportunity to become a major community activity node, not just for skating/BMX and scooter users but also community events, clinics and competitions; sites must be assessed for their suitability to play a broader role. Questions therefore include;

- Is the proposed site adjacent to like/complimentary activities to create a greater recreational experience?
- Does the site have the ability to cater for larger crowds and temporary infrastructure during peak use and events?

8. MAINTENANCE

Maintenance is important to ensure the park can be cleaned easily and regularly. Questions therefore asked for this criterion are;

- How readily accessible is the site to regular cleaning for existing council cleaning and maintenance team?

9. CONTEXT & AMENITY

The criteria is most applicable to the socialisation that occurs at skate parks and the importance of providing facilities that are where young people want to be and provide important amenity (sun protection, wind etc...)

The following questions will be asked for each of the sites regarding context and amenity;

- Is the site location where young people want to be or adjacent to where they currently congregate?
- Is the site in close proximity to existing shopping centres, sports or recreation facilities or interested schools?
- Is the site within or adjacent to a major community hub or central area?

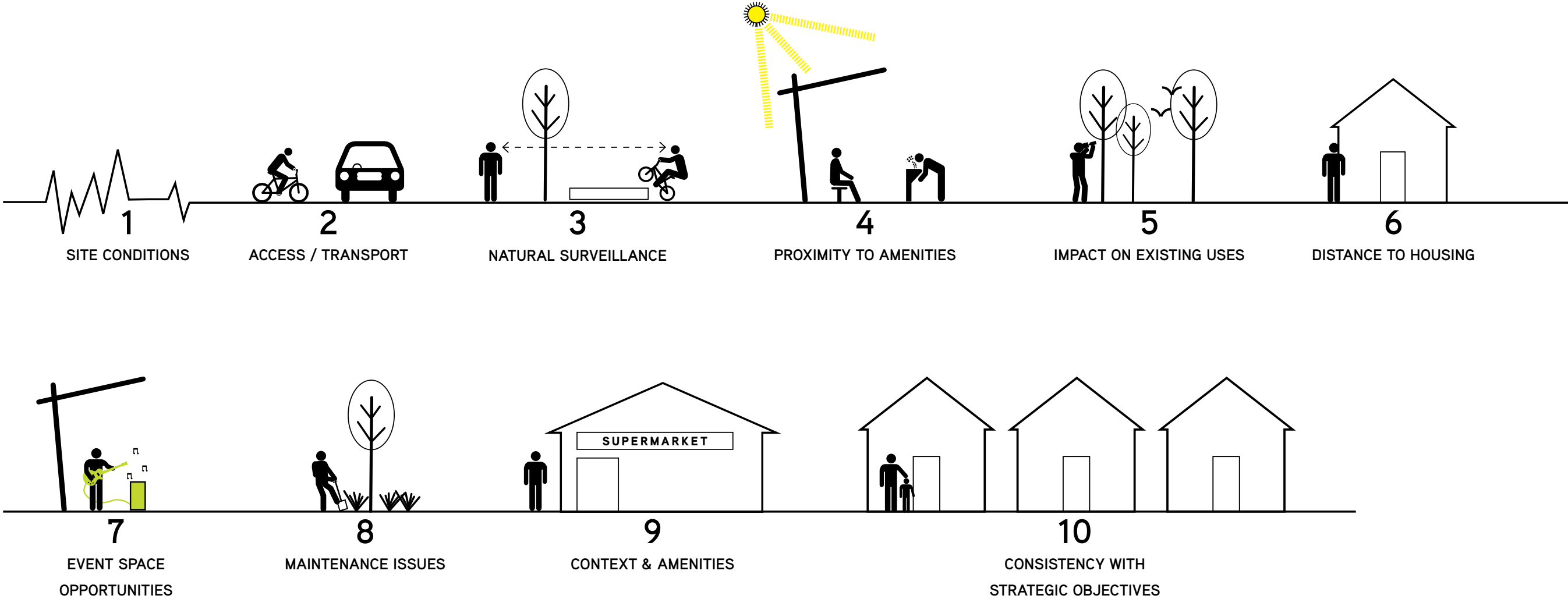
10. CONSISTENCY WITH STRATEGIC OBJECTIVES

Sites for consideration need to conform to local planning schemes, embody strategic planning and reflect the current land use zones. Therefore for this criterion the following questions needs to be asked;

- Is the location consistent with the strategic land use, masterplanning, planning schemes and zoning?

SITE ASSESSMENT

FACTORS IN LOCATING A YOUTH FACILITY



SITE ASSESSMENT



SUGGESTED SITES

As part of the consultation and design process, a site investigation was carried out and three locations were identified as having potential to accommodate a new facility:

SITE 1

Adjacent to the existing basketball courts on the corner of Cameron Ave and Third Ave.

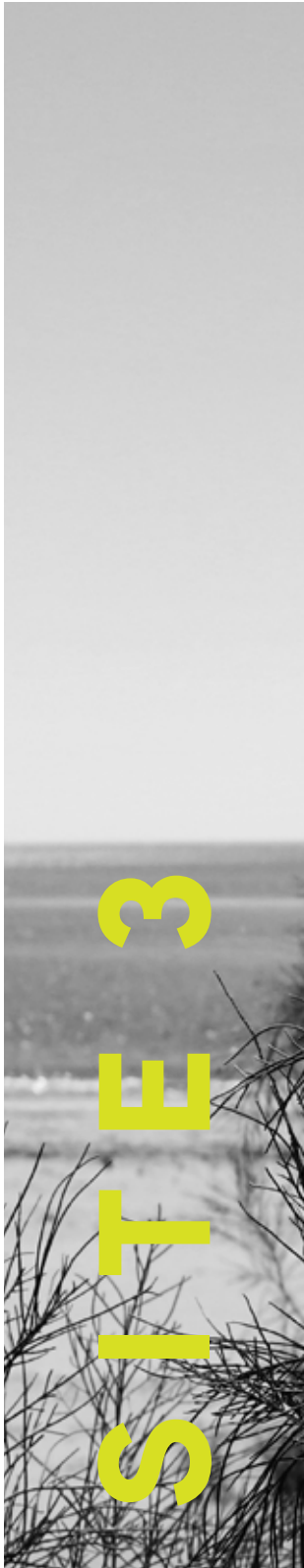
SITE 2

Adjacent to the existing oval, behind the lawn bowls on Paterson Place.

SITE 3

Adjacent to the Council Business House on Second Ave.

SITE ASSESSMENT



		Assessment of criteria (2 fully meets, 1 partially meets, 0 does not meet)			WEIGHTING MULTPLIED BY ASSESSMENT		
		SITE 1	SITE 2	SITE 3	SITE 1	SITE 2	SITE 3
CONSIDERATION/CRITERIA	Importance of Criteria (5 highest, 1 lowest)						
1. Physical site conditions & technical considerations							
Is the proposed site capable to cater for the various different applicable skatepark types defined previously? (ie: large enough to cater for events if we are looking for a regional scale park)	5	1	2	2	5	10	10
Is the proposed site free of existing land use implications, covenants, easements, service access requirements and/or underground/overhead powerlines, water and gas?	3	1	2	2	3	6	6
What are the implications of geo tech conditions, ground water, drainage?	3	2	2	2	6	6	6
2. Access/transport							
Is there access to public transport at the proposed site?	5	0	0	0	0	0	0
Are there pedestrian/footpath connections to the proposed site?	4	1	2	1	4	8	4
Is there a safe drop off area or adequate car parking if applicable?	4	1	2	1	4	8	4
3. Natural surveillance, security and safety							
Is the site visually prominent with good public surveillance for safety and for the promotion of the facility and skate activity?	5	2	2	1	10	10	5
Is the site a short distance from police response calls and does it provide ease of police access on schedules routes?	3	2	2	2	6	6	6
Can the site provide adequate emergency vehicle access (fire and ambulance)?	4	2	2	2	8	8	8
Can vehicular access be restricted at the proposed site to prevent skating at night by car light if applicable?	1	0	0	0	0	0	0
Can the proposed site provide safe entry to and from the site and safe setbacks from busy roads and intersections	3	1	2	2	3	6	6
4. Proximity to amenities (water, toilets, Shade, food & drink)							
Are associated amenities such as public telephone, toilets, water, shelter and shade existing and available or cost effective to install at the site?	5	2	2	1	10	10	5
Is the site close to shops selling food and drink and is there potential for seasonal, peak time and/or event day food and drink outlets?	3	1	1	1	3	3	3
5. Impact on existing facilities, adjoining uses and users							
Can the site facilitate minimal loss of green space?	2	2	2	2	4	4	4
Can the site facilitate minimal impact on existing ecological systems eg. wetlands, foreshore and bushland	3	2	2	2	6	6	6
Can the site facilitate minimal loss of significant trees	3	2	2	2	6	6	6
Can the site facilitate minimal impact on pedestrian or road network and access including existing desire lines?	2	1	2	2	2	4	4
Will the location of a skate facility on the site not substantially displace existing recreational or other site users?	2	2	2	2	4	4	4
Are there any existing heritage items or indigenous people's claims for land title / cultural significance at the site?	3	2	2	2	6	6	6
Is there a history of 'anti-social' activity of behaviour at the site?	4	0	1	2	0	4	8
6. Distance from housing & incompatible land use							
Is the site location an adequate distance (50m) from residential dwellings and incompatible land uses to avoid potential noise and light intrusions?	5	1	1	2	5	5	10
Has the site the capacity to place a skatepark in a location to maximise noise attenuation (eg: sunk into the ground)	2	1	1	2	2	2	4
7. Event space opportunities (multiplicity of use)							
Is the proposed site adjacent to other like/complimentary activities to create a greater recreational experience	4	2	2	1	8	8	4
Does the site have the ability to cater for larger crowds and temporary infrastructure during peak use and events?	4	1	2	2	4	8	8
8. Maintenance issues							
How readily accessible is the site to regular cleaning for existing council cleaning and maintenance teams.	4	2	2	2	8	8	8
9. Context & Amenity							
Is the site location where young people want to be or adjacent to where they currently congregate?	5	2	2	1	10	10	5
Is the site in close proximity to existing shopping centres, sports or recreation facilities or interested schools?	4	2	2	1	8	8	4
Is the site within or adjacent to a major community hub or central area?	4	2	2	1	8	8	4
10. Consistency with Strategic Objectives							
Is the location consistent with the strategic land use, masterplanning, planning scheme and zoning.	4	2	2	2	8	8	8
TOTAL	206	42	50	45	151	180	156
TOTAL PERCENTAGE		72%	86%	78%	73%	87%	76%

SITE ASSESSMENT



1. Site 1 Adjacent to the existing basketball courts on the Corner of Cameron Ave and Third Ave



2. Looking south east to existing vegetation and overland flow path



3. Looking west to existing basketball courts and lighting (council future planning to demolish basketball courts and relocate)



4. Looking north east over Cameron ave towards water park



5. Community art on adjacent toilet block to the west

SITE ASSESSMENT

SITE 1

SITE DESCRIPTION:

- Located on the site of the existing basketball courts (to be demolished and relocated) on the southern corner of Cameron Ave and Third Ave intersection.
- Flat terrain with topography on an even grade up towards the southern extent of the site.
- Existing toilet block located adjacent to the site with the football oval, car park, water park and existing play area across Cameron Ave. A caravan waste disposal site exists in this area.
- To the south east the terrain falls away into an overland flow path zone with drainage head walls / outlet.
- There are existing basketball lights and a single tree that provides little shade due to its juvenile age and form.

OPPORTUNITIES:

- The site is in close proximity to other similar recreational spaces such as the water park, the football oval, covered play area, lawn bowls and tennis courts allowing the proposed facility to key into established amenities strengthening the ONSLOW recreational precinct. It is also a manageable walking distance from the town main street and shops.
- There are existing services and amenities available including car parking on the other side of Cameron Ave, footpath access, toilet block and lighting. Although this lighting does not meet with current industry standard and electrical conduits would have to be replaced to work with new lighting setout.
- There is an existing drainage head wall located adjacent to the site in the overland flow path zone that could potentially be utilized for site drainage.

CONSTRAINTS:

- The site has existing community use with the basketball courts currently occupying the majority of the southern extent of the site. This is programmed to be demolished and relocated in approximately 12 months. This may potentially cause problems with overlapping programs, as council are unlikely to demolish the existing facility until a replacement has been constructed.
- The space is relatively small and restricted, confined by its surrounding existing land use with Cameron Ave and Third Ave bordering the north and eastern sides and the overland flow path to the east, this limits the possible expansion and various opportunities of community engagement / youth activation.
- There is no shade with no existing trees or shelter. The provision of adequate shade structures may have major cost implications for the project. It will take time to establish significant shade trees as a natural green retreat.
- The site is flanked on two sides by roads with no pedestrian footpath on Cameron Ave or existing pedestrian crossings, this presents possible safety hazards in regards to access.
- The site is located within 50m from residential dwellings to the east and could possibly cause concern for local residents with respect to noise and light perceived intrusion.

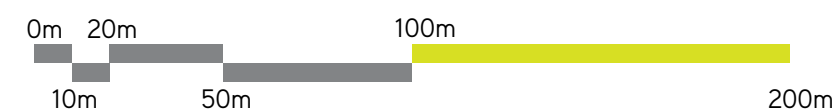
RATING OVERVIEW:

Of the three sites assessed, the current basketball site received the lowest score at **73%**, making it the most unsuitable for the new Youth Space.

The site rated highly in terms of its multiplicity of use, with many complimentary activities to create a greater recreational experience. It provides a central location, access for both users and services and the low impact on existing facilities. The assessment process identified that the site was potentially appropriate for a new skate facility. Although, due to existing land use, lack of shade amenity and confined site borders it is not recommended to be the prime location for a skate facility.



1:2000 @ A3



SITE ASSESSMENT



1. Site 2 Adjacent to the existing oval, behind lawn bowls on Paterson Place



2. Looking west along Paterson Place



3. Looking east at existing Eucalyptus Ghost Trees



4. Looking east towards covered play area and sports club



5. Looking north towards Onslow primary school. Footpath linking through to Third Ave

SITE ASSESSMENT

SITE 2

SITE DESCRIPTION:

- Located adjacent to the football oval, under 6 large Eucalyptus trees. It has access from Patterson Place.
- Relatively flat terrain with topography on an even grade towards the north eastern extent of the site.
- Informal north-south pathway exists from Onslow Primary School with a formalised pedestrian footpath linking through to Third Ave and along Paterson Place.

OPPORTUNITIES:

- The site provides adequate unrestricted space for a regional facility that can cater for community events and various opportunities of community engagement.
- The existing trees provide much needed shade and a green refuge.
- The site is in close proximity to other similar recreational spaces such as the water park, the football oval, covered play area, lawn bowls, Onslow Primary School and tennis courts allowing the proposed facility to key into associated amenities strengthening the Onslow recreational precinct. It is also a manageable walking distance from the town main street and shops.
- High passive and natural surveillance of the site is apparent with residential dwellings to the south west and high pedestrian traffic and usage of facilities to the east.
- There is adequate and easy access including car parking and footpath access from multiple directions.
- There are lighting conduits and water mains services located nearby allowing for possible future connection.
- The site has future land use proposed to the north on McRae Place in the form of a swimming complex which would form complimentary use to a Youth Space.

CONSTRAINTS:

- The site is located nearby residential dwellings to the south on Patterson Place and could possibly raise concern with potential noise and light intrusion, although there is capability to maintain the 50m offset from dwellings. (We have undertaken acoustic assessments of a number of existing skate parks to ascertain an appropriate distance from residential areas and as a guide 50m is considered an acceptable distance for a purpose built skate park).
- The current condition of the water tanks and fencing is deteriorated and would require refurbishment due to poor aesthetic for a Youth facility and public space with possible safety concerns with respect to access and climbing.

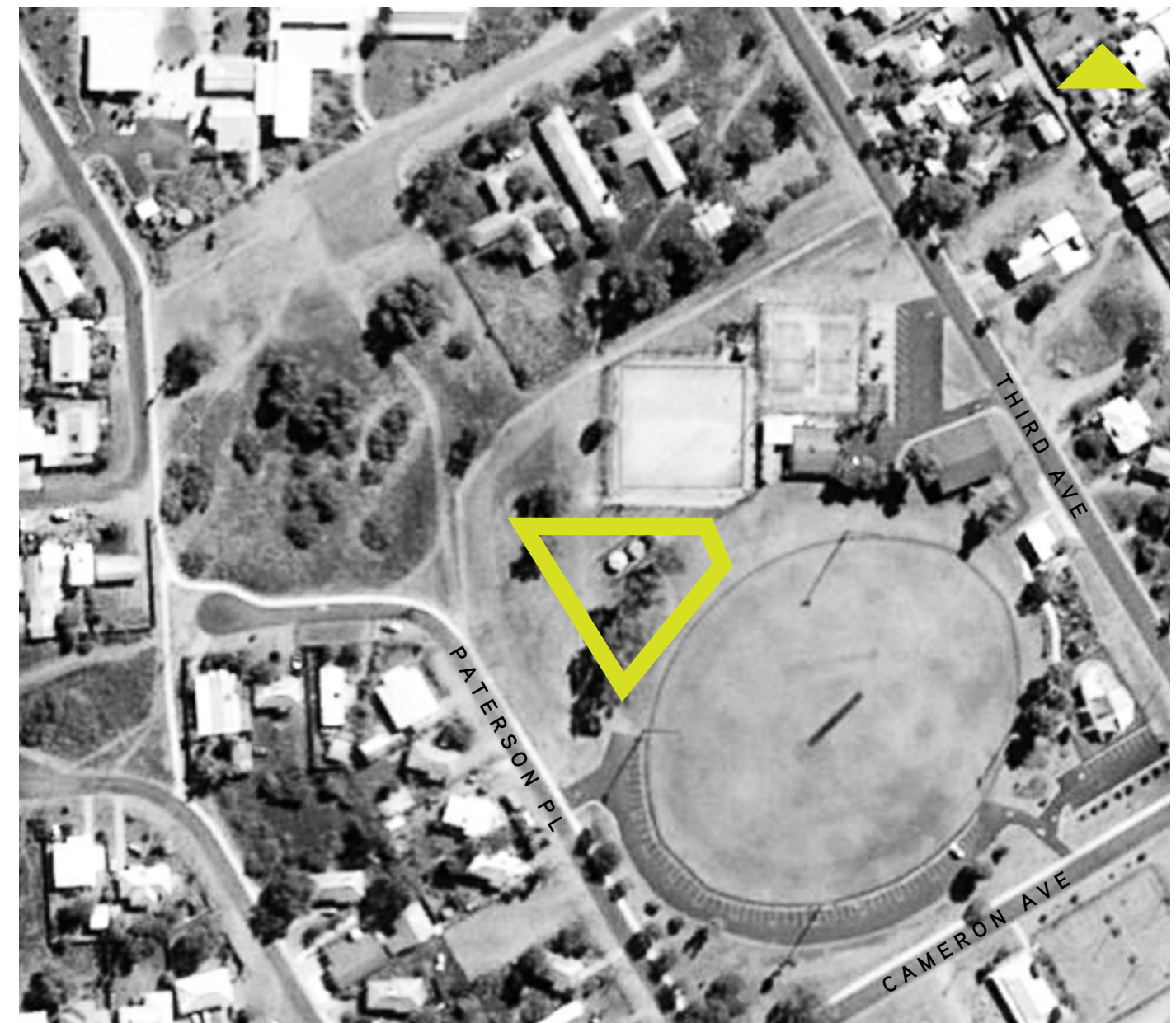
RATING OVERVIEW:

Of the three sites assessed, the site on Patterson Place was ranked highest as the most suitable space for the Onslow Skate Space at **87%**.

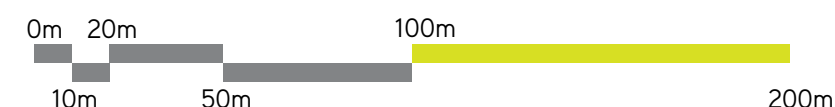
Locating the Youth Space in this area affords the park to key into the existing central recreational precinct. This further defines the 'central green area' within the master plan; culminating in a passive / active recreation hub within the centre of Onslow Town.

The site has more than adequate area for a District Level Facility with existing supporting amenities and natural shade provided by existing trees. It already has a natural thoroughfare flow of people going to and from the Onslow primary school, Football oval and basketball courts. This minimises the potential of antisocial behaviour by capturing the volume of traffic and providing the opportunity for encouraged use and activation into a productive healthy environment in a visually prominent site.

The site presents the greatest opportunity, of the three, to host events and workshops with significant overflow area and adjacent car parking. With the landscape framework in mind the space represents the most suitable location for the new Onslow Skate Space. The new Skate Space will further amplify the Onslow Community and celebrate the local youth culture, in an all inclusive setting.



1:2000 @ A3



SITE ASSESSMENT



1. Site 3 Adjacent to the council business house at the intersection of McGrath Road and Second Ave



2. Looking north towards the back of site and Onslow front beach behind hedgerow



3. Looking east along second ave, the entry road into Onslow town



4. Looking south across site up McGrath Street with the Onslow Hospital to the left



5. Looking north towards Onslow Front Beach

SITE ASSESSMENT

SITE 3

SITE DESCRIPTION:

- Located on Second Ave adjacent to the existing Council Business House, opposite the Onslow Hospital. It has access to Onslow front beach.
- Flat sandy terrain with topography on an even grade up towards the northern extent of the site towards Onslow Front Beach.
- Site is currently a vacant block with no current strategic land use planned.

OPPORTUNITIES:

- As the site lies on the main entry road into Onslow, there is an opportunity to develop an iconic entry statement through the design of the Youth Space.
- Easy access to the picturesque Onslow front beach through the existing hedgerow.
- Close proximity to the Onslow Hospital.
- There is an opportunity to develop the Onslow masterplan further and create a waterfront esplanade connection to the existing First Ave waterfront treatment, that has a boat ramp, maintained grass areas, shelters, seating, swimming and BBQ areas.
- It is a vacant lot that is not in close vicinity to residential dwellings, avoiding associated perceived concerns with disturbance to existing residents.
- It is close to the Bindi Bindi Community also located on Second Ave, which has a large number of youth within the community.
- The space ties into future residential development plans to the south east with expected population growth of approximately 3000 people to the Onslow community.
- The site provides adequate unrestricted space for a regional facility that can cater for community events and various opportunities of community engagement.

CONSTRAINTS:

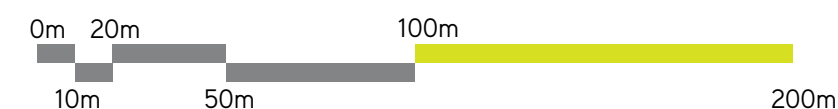
- There is minimal high level shade with no existing trees or shelter. This may have cost implications with regard to providing shade structures. It will take time to establish significant shade trees as a green retreat.
- It is not in the same proximity to existing recreational facilities as the other sites although it is only a 2 minute walk to the football oval / current basketball courts and approximately 5 minutes to the Onslow town centre and shops.
- There are possible concerns with safety, being located on the main road into town although there is enough space for an adequate offset from the road and provision of safe access and circulation.
- There are council concerns around the possibility of being unable to remove hedgerow trees for easy access to tie into the Onslow front beach.
- Although it is situated on a main street the site has less passive and active surveillance from surrounding land use than other site options.

RATING OVERVIEW:

Of the three sites assessed, the Second Ave site ranked second in its suitability for a new skate space, or **76%**. The site rated highly in terms of its abundance of space for multiple uses with many event space opportunities. It has a low impact on existing land use and facilities. Its location next to Onslow front beach on the main road into town presents exciting opportunities for an entry statement and keying into the picturesque waterfront. This site is a close second to the preferred site on Paterson Place and should be considered as the alternative site location if Paterson Place is not endorsed by council and community.



1:2000 @ A3



SITE



SITE ASSESSMENT

PREFERRED SITE RECOMMENDATION

The evolving definition of skate parks today no longer restricts facilities to develop as an out of sight concrete park with little community interaction. Rather, a centrally located facility that allows easy site access, encouraging participation from the general community is essential in creating a well used and maintained facility. Community acceptance and the increase of users, both skate and recreational, increases the opportunity for passive and natural surveillance and the minimisation of anti-social behaviour.

The site on Paterson Place presents such an opportunity for the Shire of Ashburton to develop a Skate Space in the heart of the community that lifts the public profile of youth and is close to the town centre and existing amenities. The site offers a unique design opportunity to tie into the existing recreational precinct, and create a dynamic and activated central community hub, that can offer recreational and social experiences for all members of the community, from day to day usage to community events.

Based on the outcomes of the site assessment process and the six community consultations, Convic recommends the Paterson Place site as the most appropriate and preferred location for the new Onslow Skate Space.



Fremantle Youth Plaza, CONVIC.



TODAY

- WHO WE ARE
- PROJECT BACKGROUND
- PROJECT EXAMPLES
- DESIGN WORKSHOPS

lotterywest
supported
Active Education



THE CONSULTATION PROCESS

THE CONSULTATION PROCESS

The consultation process is an integral component of the development of a youth precinct and skate space. In order to ensure the success and longevity of these key community assets it is essential to engage with the future users of the space. Through a combination of user group workshops, community meetings, surveys and forums the consultation process aims to empower youth and their communities to take stewardship and pride in their public spaces.

There are 2 key stages in the consultation process to ensure the client, community, users and stakeholders are all engaged. This will ensure the evolution of a highly resolved strategy or design outcome that is unique to the community it is being developed for. The 2 stages are:

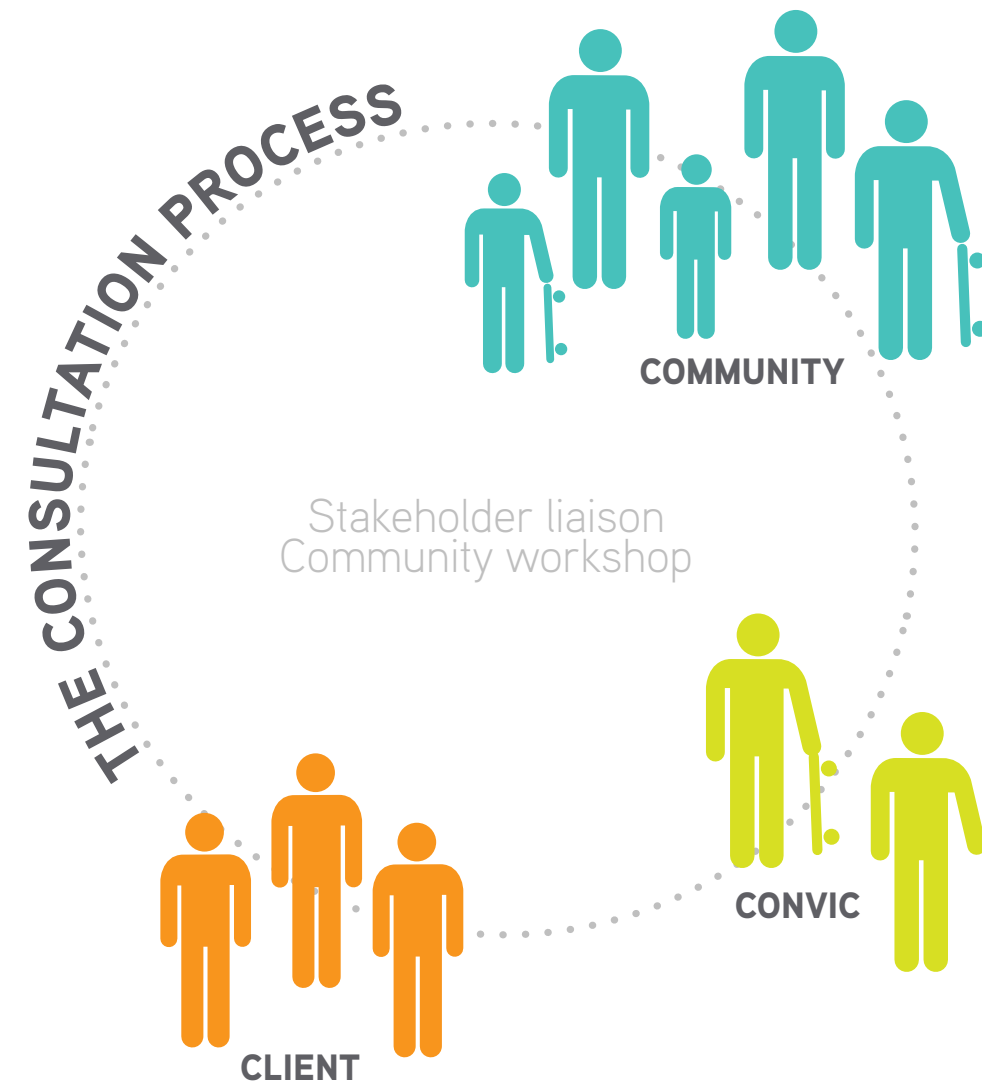
STAGE 1:

Information gathering of ideas, issues, requirements etc. To provide direction for the face to face community workshops and understand the demographic and demand in the community via the analysis of data.

STAGE 2:

Community workshops that utilise the key outcomes of the information gathering stage and collaboratively work with the community to further explore themes and develop spatially located design responses.

By utilising these two methods of consultation, this ensures the evolution of a highly resolved and informed design outcome that is unique to the Onslow community and the site. The consultation process encourages the local community to take an active role in the future design development of the facility, and upon completion become guardians of the space and to activate the Onslow Skate Space.



THE CONSULTATION PROCESS

AIMS

The consultation process is an essential and integral component of the development of youth spaces and skate park facilities. In order to ensure the success and longevity of these key community assets it is crucial to engage with the future users of the space. The Pre-design Consultation Workshop aimed to:

- Engage with key stakeholders before the design and construction of the new skate space.
- Inform participants about the program of the project and the process moving forward.
- View previous exemplar designs from skate park designer, Convic to inform and inspire the participants.
- Gather user information and build user profiles.
- Discuss user requirements to aid the future design.
- Highlight other facilities in the Onslow area to inform a new unique vision for the facility.
- Have community and users take ownership of the consultation process outcomes.

PROMOTIONAL SCOPE

The Consultation aimed to increase the community awareness of the proposed skate space in Onslow and to do so in a public, open and transparent way. Promotional tools to encourage involvement and comments included, posters (right image) and promotion on the Shire of Ashbuton website. Posters were delivered to youth services, Onslow Primary School and local businesses around town.

DATA HANDLING AND ANALYSIS

The data handling and analysis was carried out by Convic. The workshop's were designed to increase inclusiveness and generate data for analysis into themes. All participants were initially informed of workshop objectives and how the information provided will then be used. All responses are treated in confidence, to ensure the anonymity of respondents. No identifying information is included with any responses for this report.

REPRESENTATION

The views collected in this report are not statistically valid, however they represent the views of some high user groups and nearby residents. Themes presented in this report are derived from workshop contributions and the reliability and validity of these interpretations can be assessed.

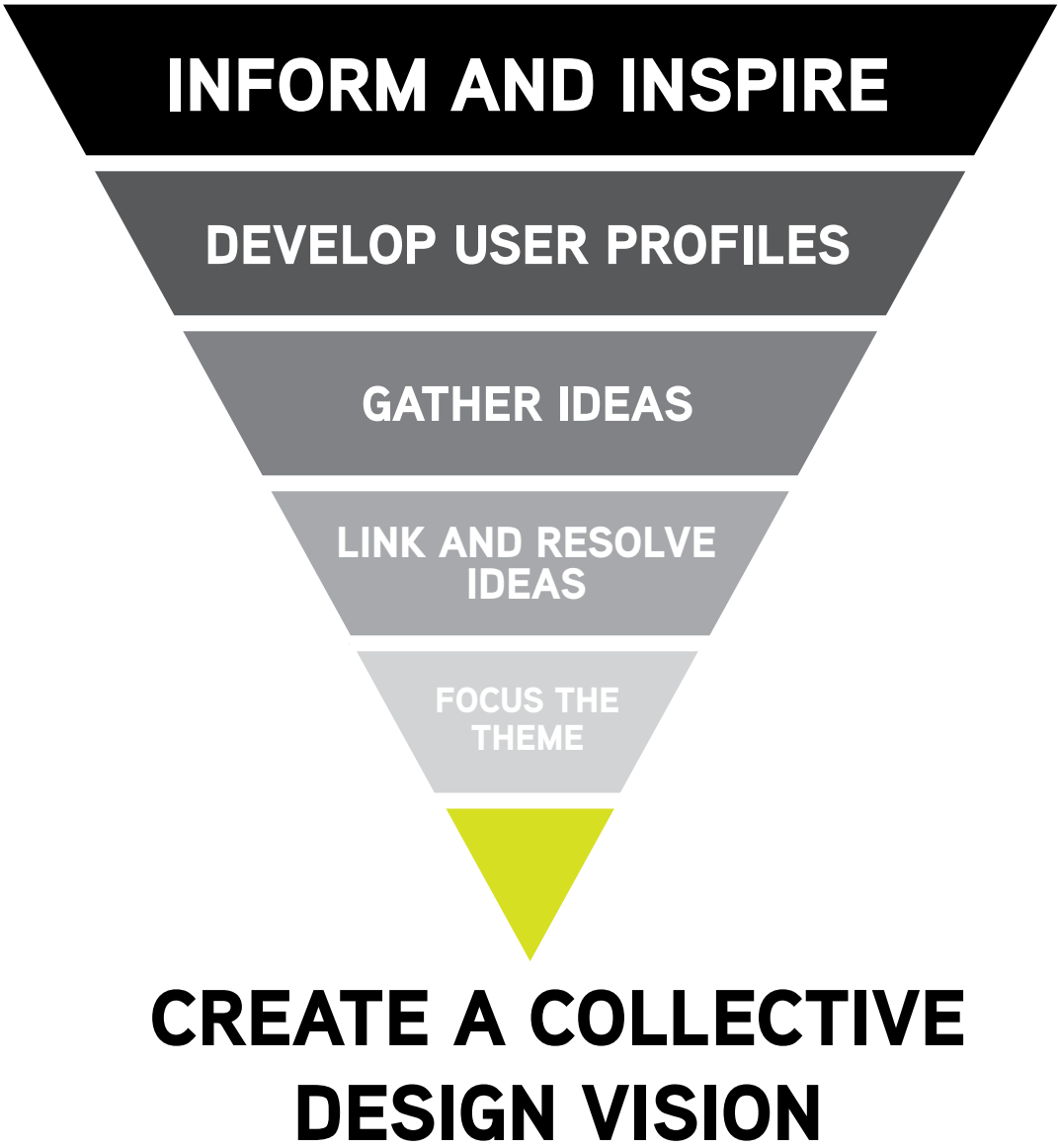


CONSULTATION PROCESS

METHODOLOGY

Workshop sessions can build a sense of community among users, stakeholders and residents, and are a useful tool to seek the opinions of a small group, allowing varying contributions and ideas to come together. Unlike a survey, they enable the discussion of complex issues and any possible underlying concerns the community of Onslow may have with regards to design, location and function of the skate space.

The workshops were semi-structured to allow the process to unfold freely and invite users to make commitments, suggestions and comments towards a common and collective design vision. Workshops were structured as shown.



PRESENTATION (INFORM AND INSPIRE)

- Inform residents and stakeholders of what is included in the project.
- View and assess existing parks in the municipality as to not replicate existing facilities and to create site responsive and unique spaces. Each design should be responsive to its location, taking its specific geography into account.
- Present an overview of other skate facilities constructed over the past few years, in a variety of locations, similar to the Onslow location.
- Present a selection of skate obstacles and features in order to inspire and inform the potential options and capabilities that are possible within in the youth facility.
- Illustrate the nature of contemporary skate parks with a variety of integrated, broader community usage options, opposed to skater-only facilities. Including a variety of elements such as, social gathering spaces, additional recreational opportunities, potential of activation and iconic and sculptural elements.

QUESTIONNAIRE (DEVELOPING USER PROFILES)

- Collate an understanding of the participants demographic.
- Understand user skill level, facility type and frequency of usage.
- Understand local park usage and user location preferences to understand user needs and requirements based on their current habits.

PICTURE VOTING (GATHER IDEAS)

Starts the process of decision making and illustrates individual preferences and “wants”.

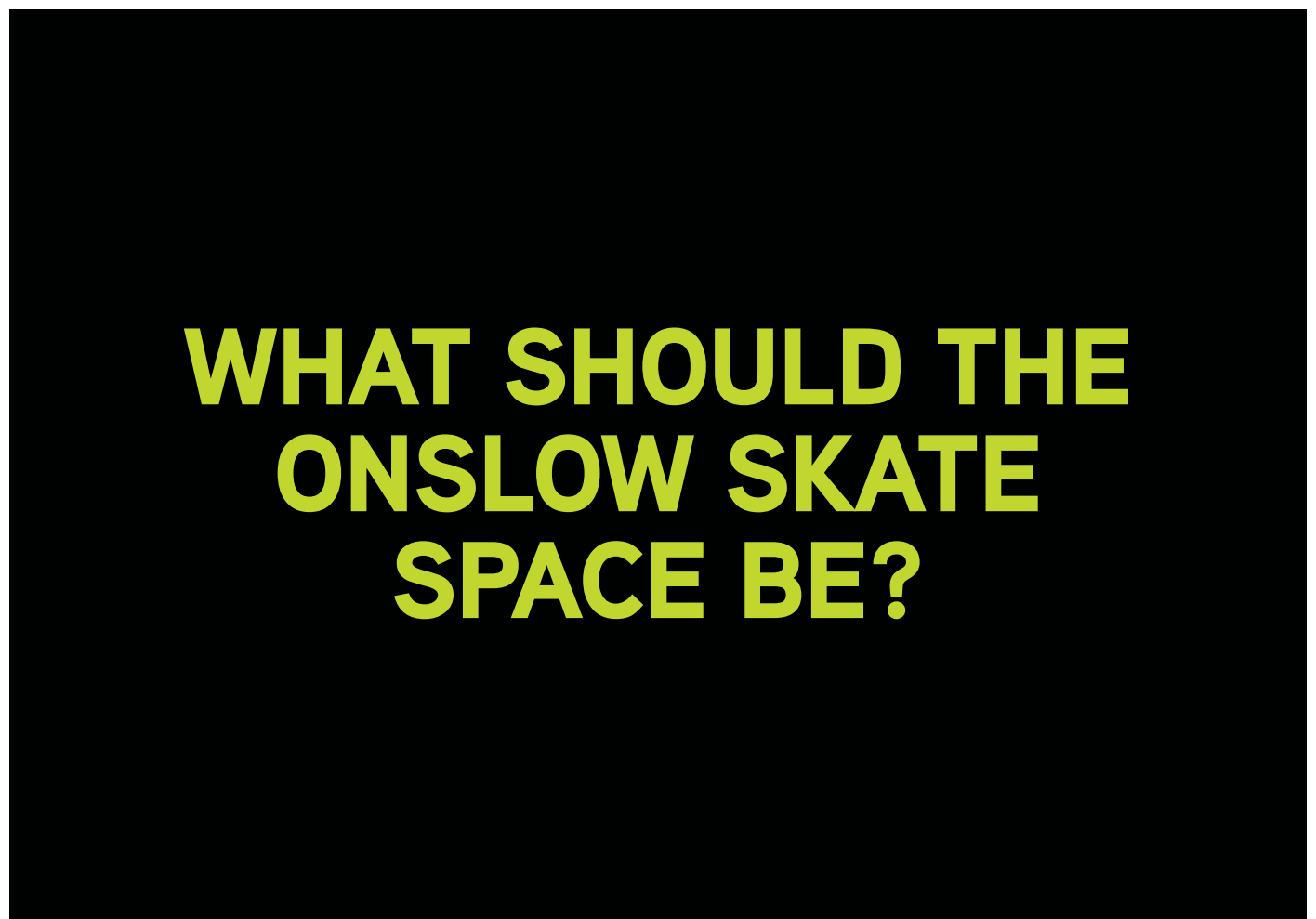
DESIGN WORKSHOP (LINK AND RESOLVE IDEAS)

- Creatively explore and resolve individual ideas through group discussion and workshop. This results in collective group theming, by developing all inclusive resolved ideation distilled through the group decision making processes.
- Workshop participation and presenting the results to an open forum and wider group discussion.

GROUP DISCUSSION (FOCUS THE THEME)

- Participants discuss and resolve the main or common themes, highlighted from the group work, in order to create an inclusive and collective focused design vision shared by all.

By utilising this method it ensures the evolution of a highly resolved and informed design outcome that is unique to the community. The consultation process encourages the local community to take an active role upon completion of the built outcome to become guardians of the space and most importantly activate the facility.

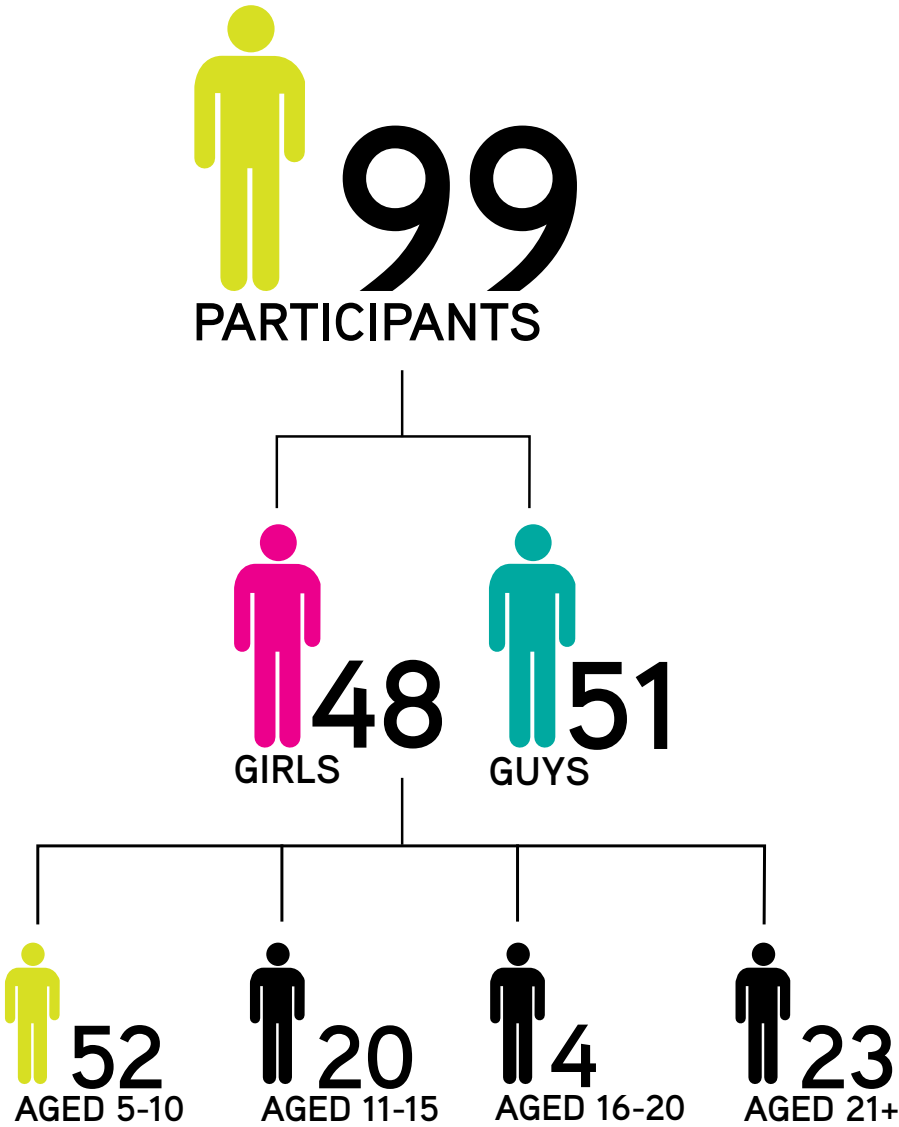


DEVELOP USER PROFILES

QUESTIONNAIRE SURVEY RESULTS

The following pages outline the key results from the Questionnaire Survey undertaken as part of the community consultation process. They illustrate the overview of the community profile of participation. Understanding the demographic patterns and trends within the community via the analysis of this data, helps to inform the vision for and opportunities of the proposed skate space.

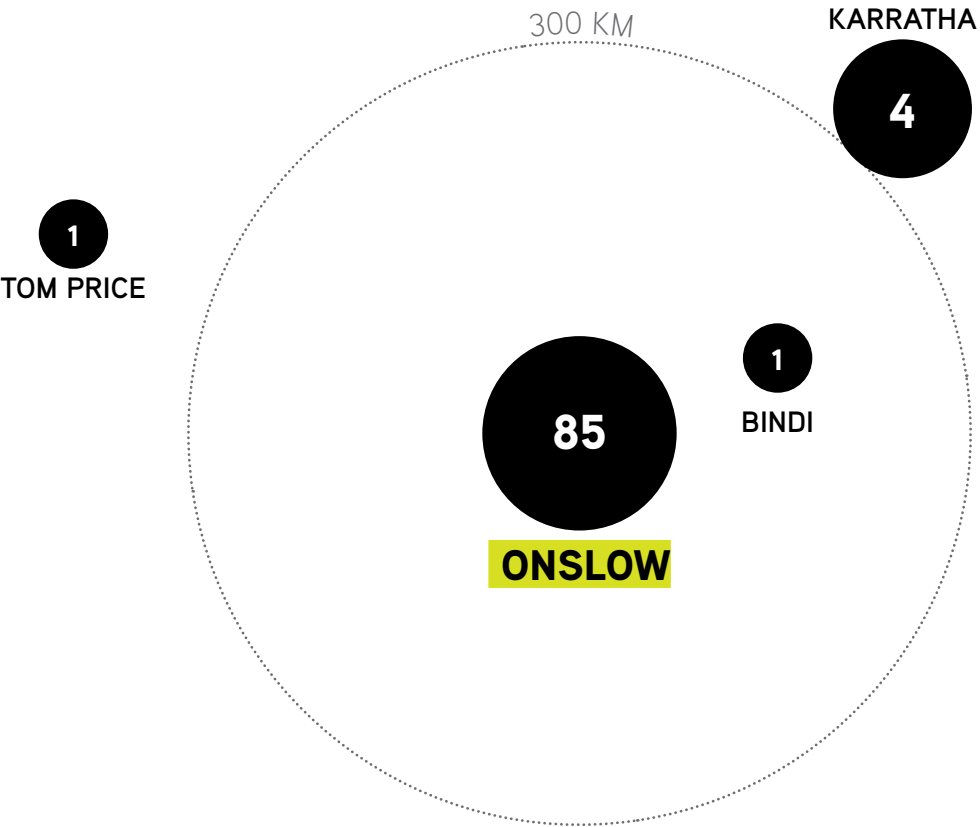
WHO WAS INVOLVED?



SUMMARY:

The event had a great participation rate with approximately 10% of the Onslow population having an input, giving a good representation of the community. It became apparent that the majority of users were youth between 5 and 15, although there were also a number of adults with an interest in the potential outcome of the project and scope.

WHICH SUBURB / TOWN DO YOU LIVE IN?

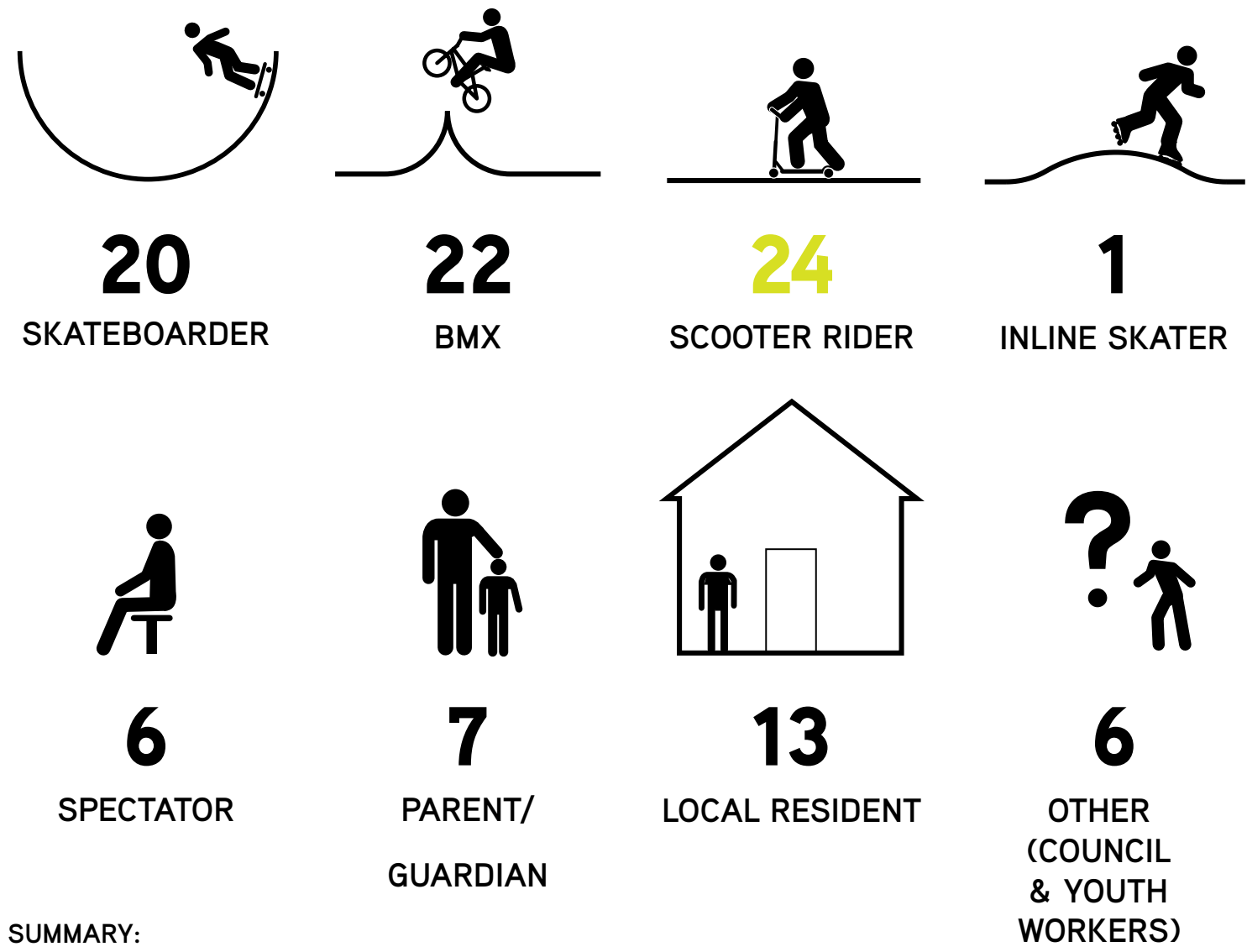


SUMMARY:

The majority of participants live in and around the Onslow area and live within a close enough distance to the proposed site for it to become a space that will be utilised on a regular basis and be their 'local'.

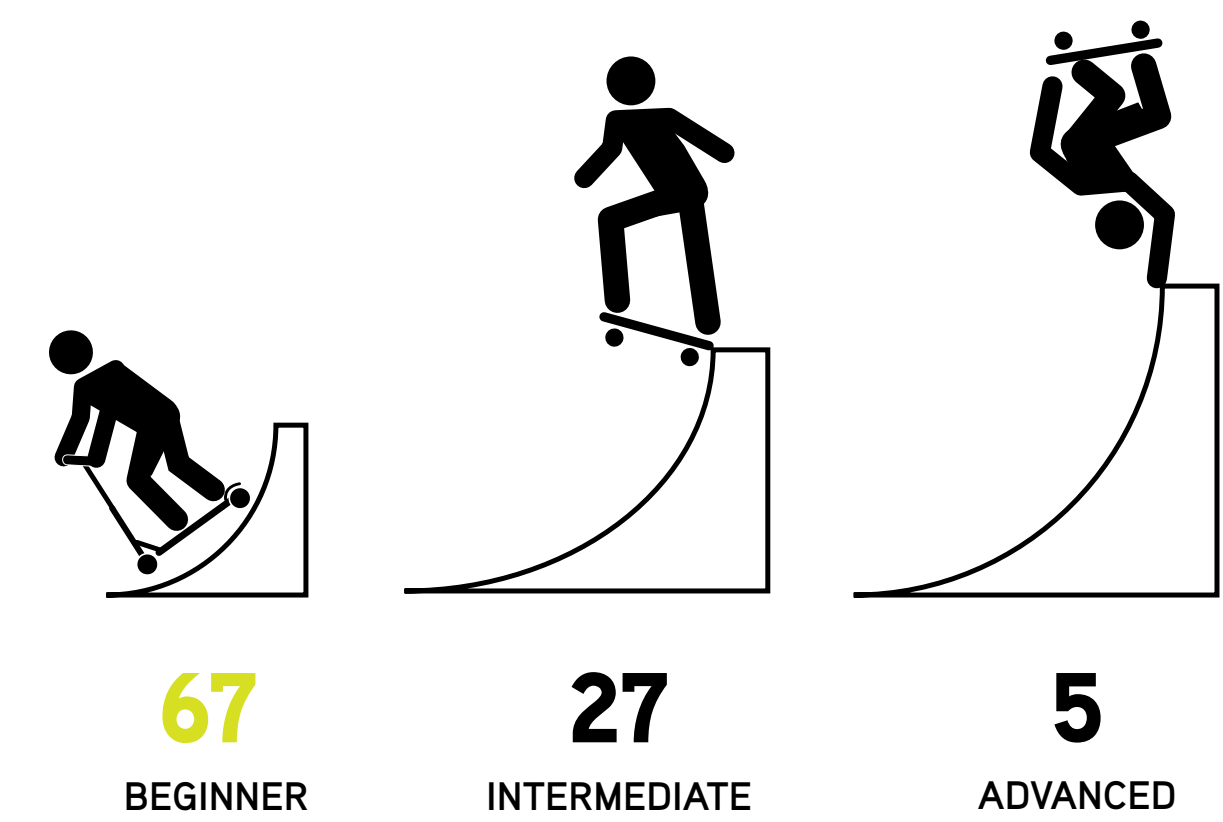
DEVELOP USER PROFILES

ARE YOU A...



SUMMARY:
Different skate spaces can favour different style users, for example, jumps boxes more often appeal to scooter and BMX riders, where as ledges and rails often appeal more so to skateboarders. With this understanding, the questionnaire identified a fairly open user profile with many participants selecting several options, this may be highlighting that users have not yet developed a niche because of age and without an existing facility to develop skills. It also shows that the space needs to cater for multiple and different uses.

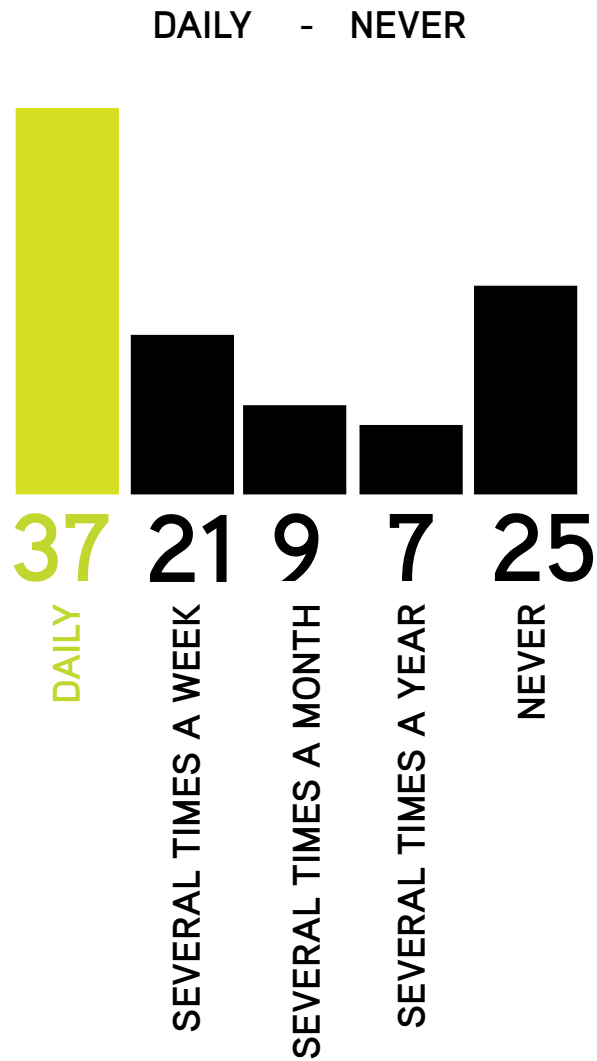
WHAT WOULD YOU SAY YOUR SKILL LEVEL IS?



SUMMARY:
The majority of the participants were beginner with some intermediate users. Currently there is no skate space within the Onslow community and this strongly reflects that users have nowhere to develop skills. Therefore the space should be focussed on beginner to intermediate capability.
It is necessary to provide for skill progression within the skate park. This is to allow the identified beginner level users to progress to intermediate / advanced level users, by providing specific features and obstacles that allow for progression - this will encourage and help maintain interest.

DEVELOP USER PROFILES

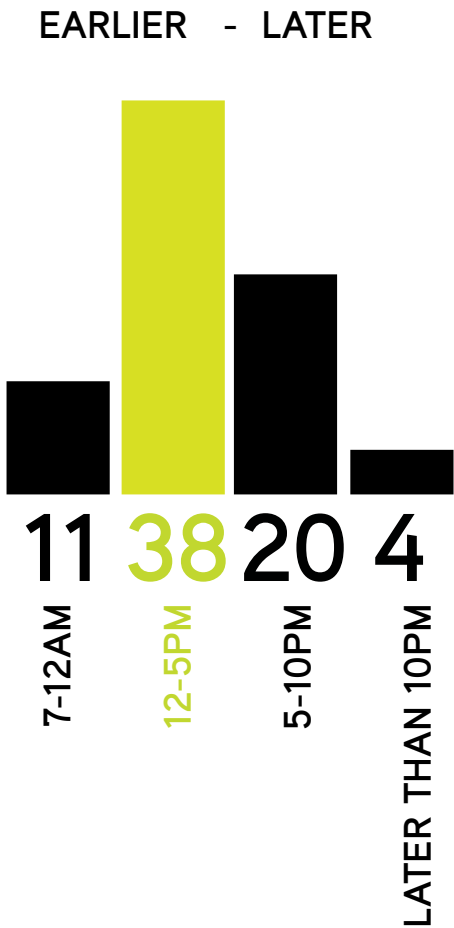
HOW OFTEN DO YOU RIDE?



SUMMARY:

The majority of participants have been identified as direct active users, with many riding on a daily basis. This illustrates a high number of participants that will utilise the proposed skate park on a regular basis now and into the future. A number of participants also selected 'Never'. This is most probably as there is no current facility for community to use and also shows that people who do not ride need to be catered for in other uses and activities.

WHAT TIME DO YOU USUALLY GO FOR A ROLL AT THE SKATEPARK?



SUMMARY:

The result indicates participants will use the facility right through the day with the majority riding in the afternoon from 12 - 5pm. High use through the day may require additional amenity such as shade and drinking fountains to ensure use in such a hot climate is safe through all times of the day. Lighting for night use is a significant consideration, as at a certain time of the year, day time riding will be intolerable.

GATHERING IDEAS

WHAT STYLE OF SKATE PARK DO YOU PREFER?



SUMMARY:

A combination style skate facility with both bowl and street style skateboarding incorporated into the design was preferred. Many participants mentioned bowl and transition elements with flow as an exciting feature.

WHERE IS YOUR FAVOURITE PLACE TO RIDE AND WHY?

TOM PRICE
IT'S GOT A BIT OF EVERYTHING
BBALL COURT
SALT HILL IS FUN TO GO DOWN
FOOTPATH
CAR PARK
HOME
STREET EXMOUTH
FLOW AND SPEED
ONSLOW PRIMARY SCHOOL

SUMMARY:

This “word cloud” above gives greater prominence to the words that appeared most frequently within the participants answers. Many answers did not specify a formalised facility and indicated areas such as the footpath, car parks and on the street. This result indicates the need for a well rounded all inclusive facility that provides a safe environment, away from vehicles, for users to develop skills and learn the basics.

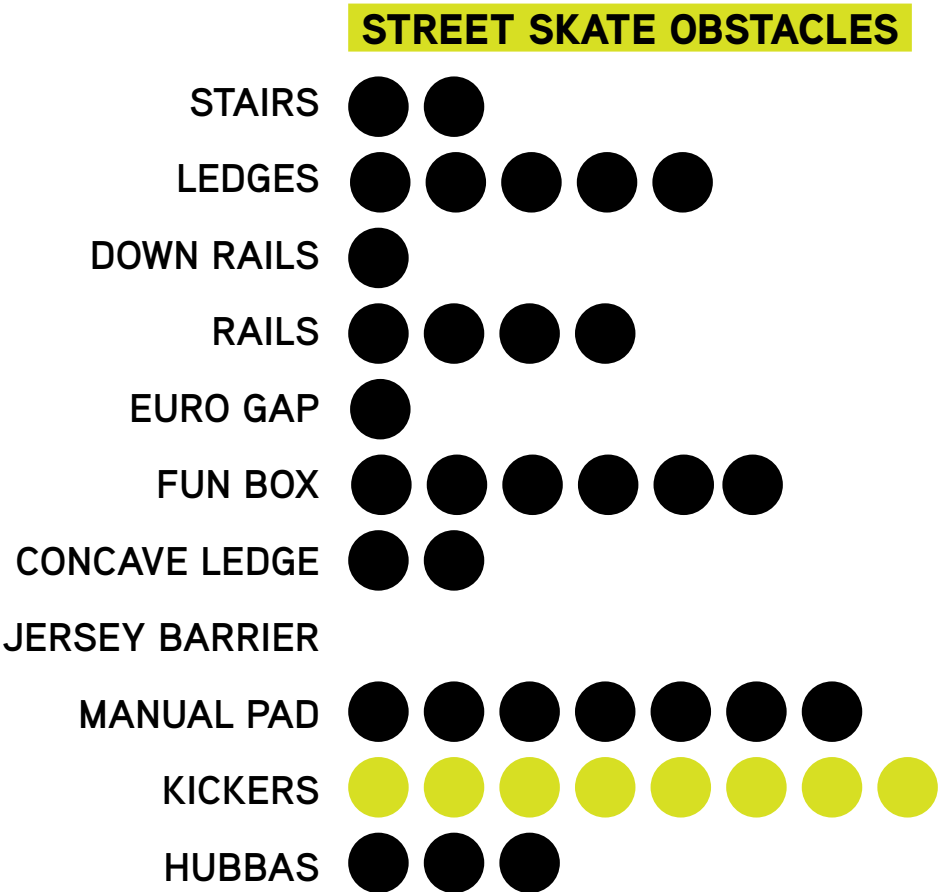
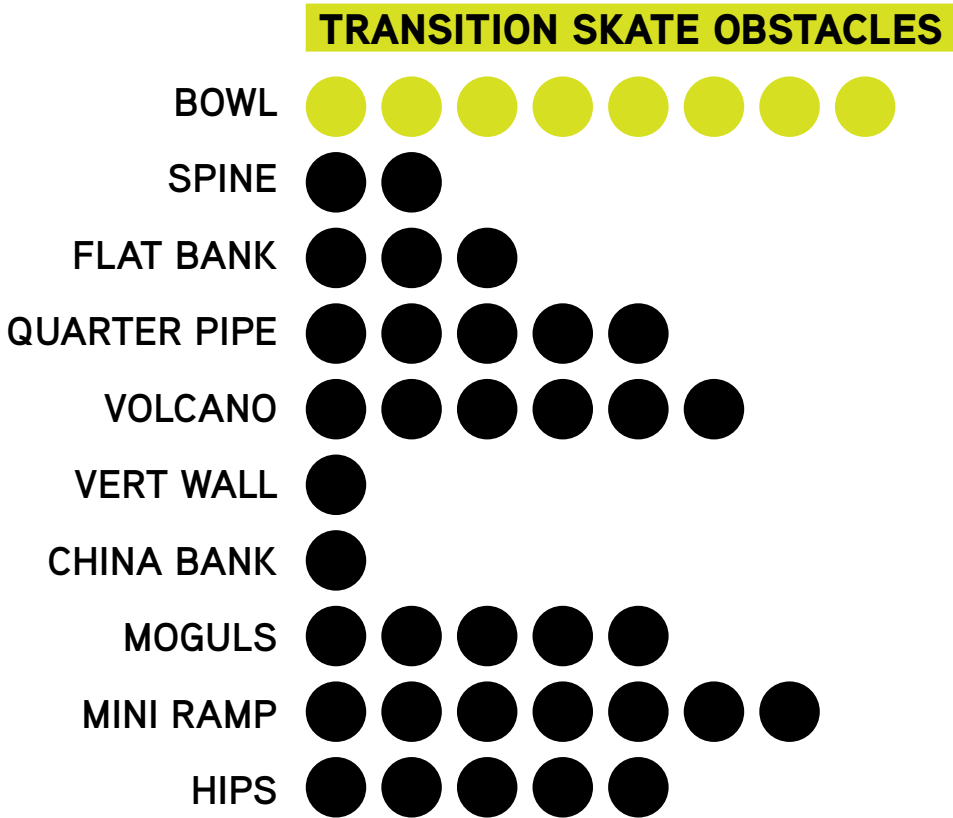
GATHERING IDEAS

IF YOU COULD HAVE ONE THING?

Following on from the design presentation, the participants were asked what their number one item would be in the skate space (as seen in the workshop presentation) of inspirational images. This allows participants the opportunity to vote on their favourite ideas, features and elements. They were asked to draw there own concept and identify what should be in their space.

The following tables show the results of the participant selections. This phase culminated with their sketches and indicates which items were highlighted as most popular. The results start to build a pattern of elements that may be included in the new skate park. As a guide, items with over 5 votes are to be given valued consideration for inclusion as part of the new facility. Any other significant patterns are commented upon below each tally.

Please consider that participants voted for more than one response.



COMMENTS:

Transition obstacles have received a much higher vote count in total than street skate obstacles. This indicates a higher demand for a transition style skate park. There was also many votes for a bowl within the facility.

NEW “TRADE IN” IDEAS:



COMMENTS:

Although many participants voted higher for transition elements, a considerable number favoured street elements within the park. Items such as kickers and fun boxes seem to gain interest due there dynamic qualities

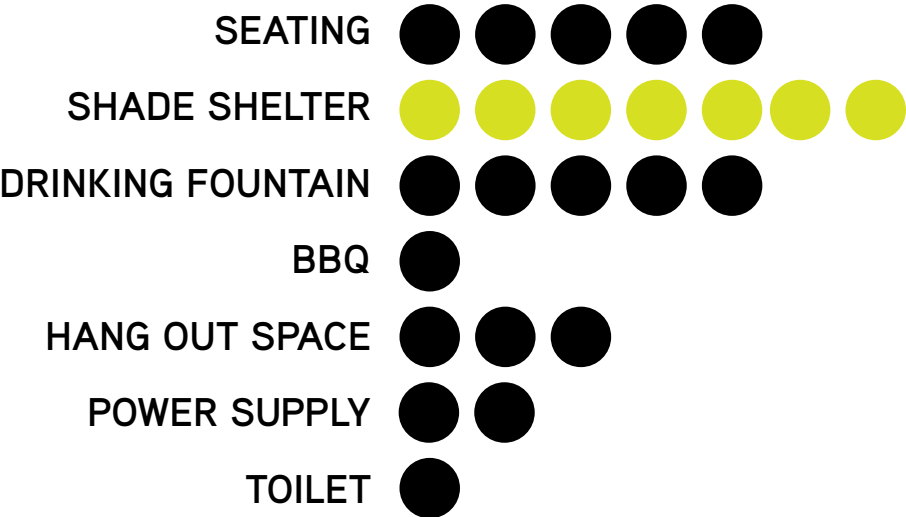
NEW “TRADE IN” IDEAS:



GATHERING IDEAS

Please consider that participants voted for more than one response.

AMENITIES



COMMENTS:

This identified the strong bias to keep cool, hydrated and in shade for respite and refuge. Typically the items such as seating and bin enclosures are inherent in basic facility design. Having a space to hang out developed to be a strong theme with all groups.

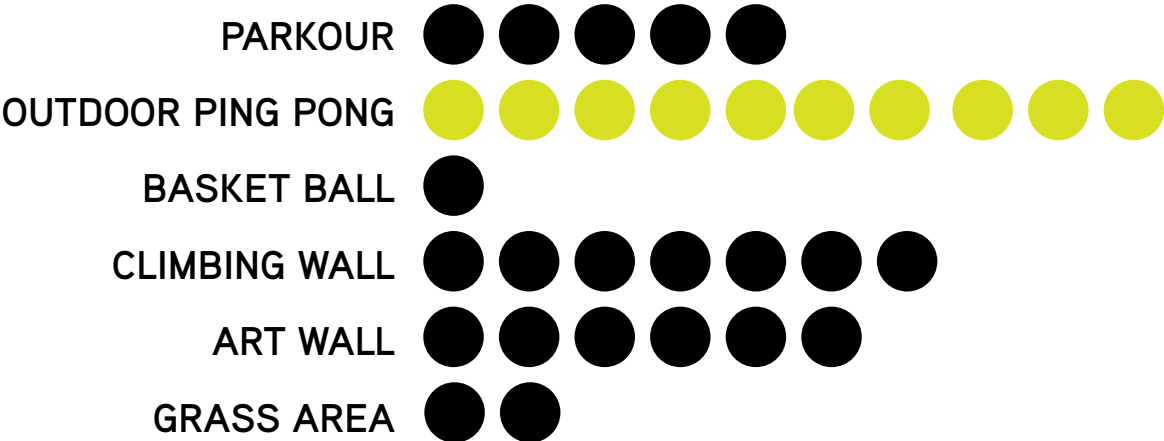
ICONIC



COMMENTS:

Although a low number of votes were given, this indicates a response to an integrated facility that is designed creatively and sculpturally, with potential local art work and shade trees.

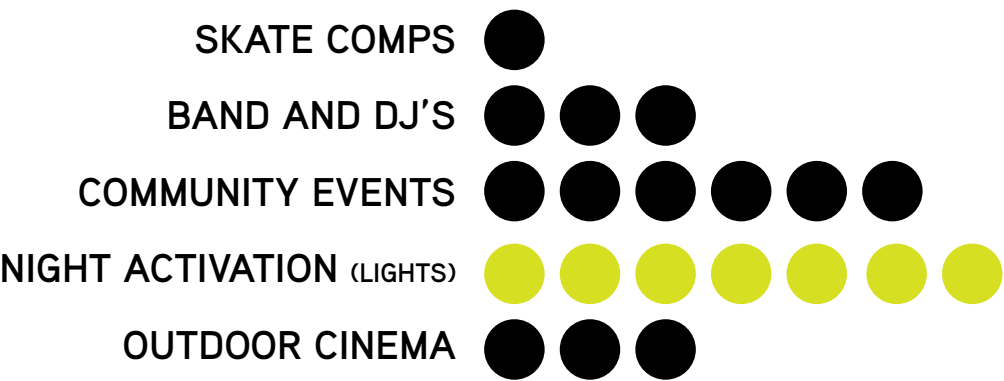
RECREATIONAL



COMMENTS:

Recreational features received a high number of votes especially from spectators and the adults from the community. Outdoor ping pong and climbing structures were particularly popular.

ACTIVATION



COMMENTS:

There was a relatively even spread of votes across the activation options indicating participants want to see an integrated / holistic Youth Facility with flexibility in its spaces.

LINK AND RESOLVE IDEAS

DESIGN WORKSHOP

The design workshop is an essential component of the community consultation and engagement process. At this point, participants are immersed in the design process and directly involved in creating ideas, and presenting them. This builds a community based response to the process and develops a sense of value in their ideas, opinions and feedback that engenders ownership of the process.

Participants were organised into groups of four or five and asked to work collaboratively together to create their new skate park. The design workshops centred around the question, **‘What should the Onslow Skate Space be?’** The aim was for participants to take the selected items and obstacles from the presentation and develop creative design ideas and solutions by creating a space and linking obstacles together to form a collective thoughtful response. Each group consisted of a mix of participants from young people to more mature riders, parents and other community members. The mix in each group ensures a diversity and breadth of discussion, ideas and building of a general consensus.

The results saw an extensive range of creative and innovative responses, whether written, drawn or using reference images. Each group then presented their specific site plan / ideas to the Convic designer. After the completion of all presentations everyone then had the opportunity to discuss their favourite idea(s).

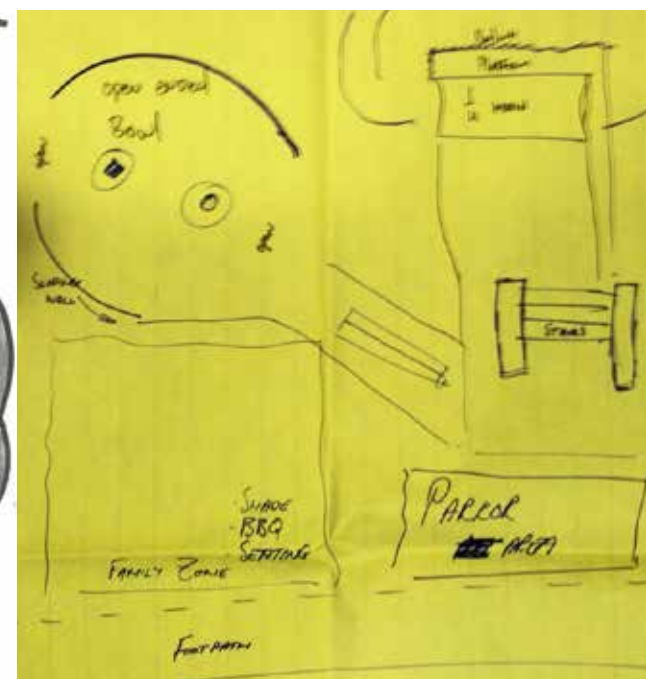


1. Onslow Primary School Consultation

DESIGN WORKSHOP

[illegible]

A hand-drawn diagram of a cell with various organelles and labels. The cell is depicted as a large, irregular shape with a grey outline. Inside, there is a yellow nucleus and a purple nucleolus. Surrounding the nucleus are several orange rectangular structures labeled "ramp 5". To the right, a red rectangular structure is labeled "BBG". Below the nucleus, there is a large, irregular structure with a yellow and purple interior, labeled "Bowl". To the left of the "Bowl" structure, there is a black rectangular structure with a comb-like edge, labeled "Bowl". Below this, there is a green rectangular structure with horizontal lines, labeled "Bowl". To the left of the green structure, there is a blue circular structure labeled "Bowl". At the bottom left, there is a white rectangular structure with a black outline and a plus sign inside, labeled "Bowl".



FOCUS THE THEME



ONSLow PRIMARY SCHOOL

DESCRIPTION

Consultation took place at Onslow Primary school. There was a great turnout of participants with youth coming in groups of approximately 20 per session. The youth were excited by the Convic presentation and responded well to the iconic sculptural skate images and items such as the parkour and colourful night lighting. Many participants liked the idea of having something iconic that represents and reflects the Onslow community, with multiple pictures of the indigenous flag and ideas such as termite mound climbing structures as a possibility.

KEY ITEMS:

- A number of amenity items were noted such as shade, trees, drinking fountains, seating and BBQ areas
- Many of the graphics depicted a combination of transition and street elements. Although a high number of concepts came through with bowls and features such as ramps, volcanos, snake runs and quarter pipes.
- A high percentage of the concepts had items outside of the 'skate' with features such as outdoor ping pong, climbing structures, play areas and art walls.
- A colourful exciting space seemed to be a strong theme throughout all of the workshops.

BINDI BINDI

DESCRIPTION

Consultation took place at the Bow Shed in the Bindi Bindi community on Second Ave. This was an informal meeting with representatives from the community. Convic gave a casual image based presentation that seemed well received by participants, with general excitement around the idea of a multipurpose youth space. It was noted that youth currently do not have a skate park and will need a space to develop skills with a focus on beginner to intermediate users.

KEY ITEMS:

- Participants were drawn to the idea of recreational activities such as climbing walls and community art projects.
- There was a focus on seating, shade and a grassy place for people to hang out.
- Participants liked the idea of activities for adults to take part in with ideas such as outdoor ping pong and basketball.

V SWANS

DESCRIPTION

Consultation took place at the MPC building. The Convic presentation was well received by youth with excitement at the idea of a new Youth Space. A general theme of a combination style facility with both street and transition elements seemed to be favourable with the youth.

KEY ITEMS:

- Multiple participants liked the idea of a bowl or snake run style features.
- Trees and shade were a dominant theme through the majority of participants concepts.
- Participants liked the idea of a social hangout space with vibrant art walls and somewhere to be with friends.

FOCUS THE THEME



THALANYJI

DESCRIPTION

This consultation took place at the Thalanyji houses on McRae Place with a Thalanyji Representative. Convic gave a presentation, explaining the process and opportunities for the Onslow Skate Space. There was a strong focus on council initiatives through this consultation. Survey's sheets and information were issued for the Thalanyji community to fill out and provide feedback at a later date. Convic look forward to feedback from this user group and will incorporate items into the consultation report / concept upon receipt.

KEY ITEMS:

- Thalanyji would like to be continuously informed through all phases of the site selection and conceptual development phases. This shows a keen interest in the project and is valuable to the vision of the skate park.

COMMUNITY

DESCRIPTION

The community consultation took place at the Onslow Sports club with a great turn out of approximately 20-30 people. Convic gave a full presentation with participants filling out surveys and then being divided into groups of 4-5 to come up with group concepts. Many participants were excited about the idea of a new facility and the concept of it being 'more than a concrete skatepark'. There was an emphasis on it being a progressive, multifunctional space. Many ideas generated had a focus on a creative space that is iconic and reflective of the Onslow community and landscape. One example looked at the idea of structuring the park around the iconic Onslow turtle with flow features around the exterior of the head and feet and street features throughout the central shell.

KEY ITEMS:

- Participants wanted to see a space that has a multiplicity of uses such as; light activation, BBQ's, basketball, rock climbing, parkour, shaded seating and drinking fountains.
- Trees and the idea of a green retreat were a strong theme from the evening.
- The event highlighted the need for a space that caters for Onslow's community needs rather than a one dimensional skate park.

STAKEHOLDERS

DESCRIPTION

This consultation took place at the MPC and covered similar ground to that of the community consultation. However, it conveyed some of the key findings around user group profiles, trends in desired features and reasoning behind site selections. There was a focus on some of the more practical considerations behind the facility in relation to current community issues and productive discussion around ways a Youth Facility can respond to and address a number of issues.

KEY ITEMS:

- The facility must be robust and appropriate materials to deal with current anti social behaviour issues within the community.
- Recommendations of no rocks or materials that can be thrown or dislodged into public areas.
- Plenty of shade, seating and drinking fountains.
- Items that will be engaging for youth and teenagers including art, climbing and action sports.
- Diverse multifunctional space that caters for the whole community 'something for everyone!'

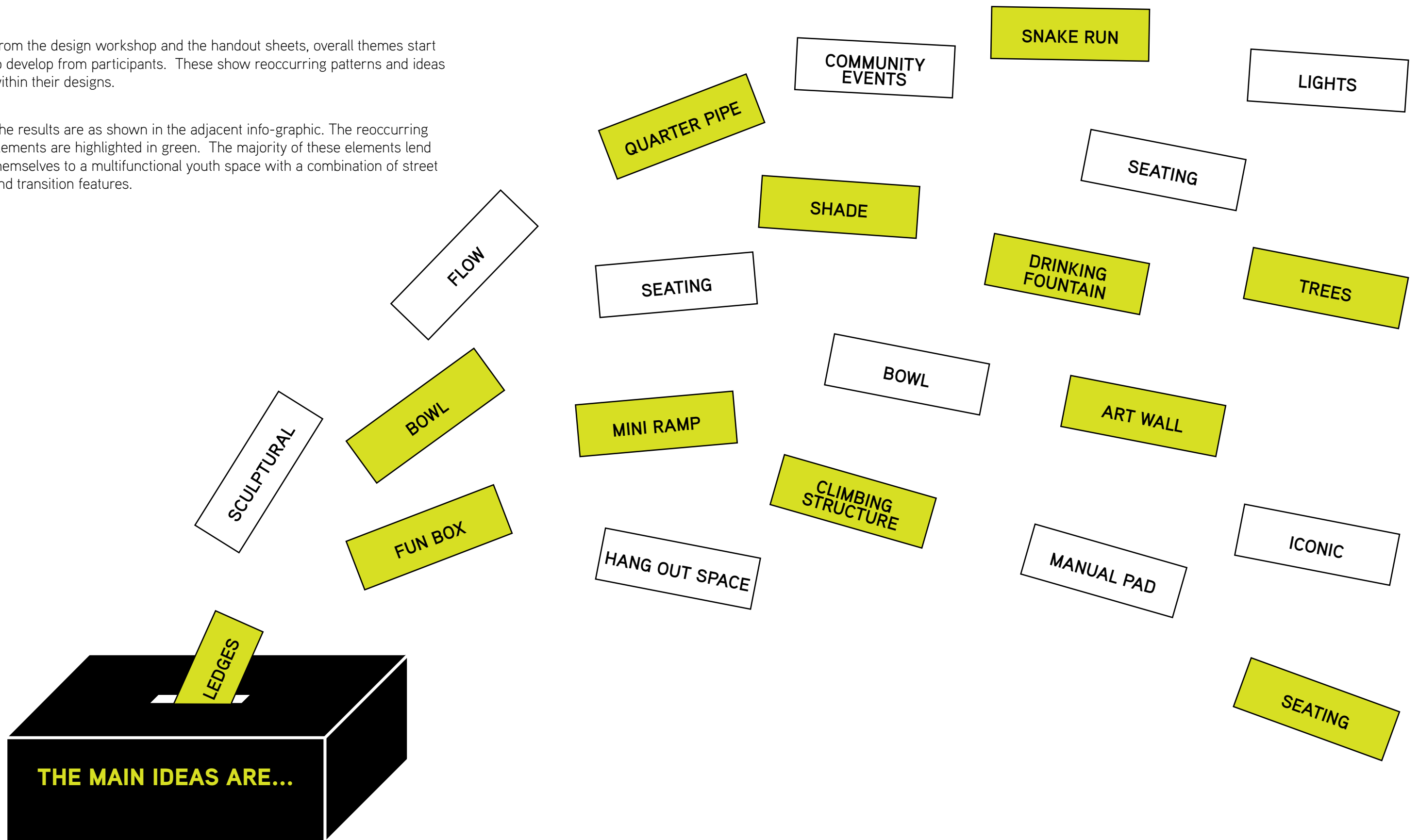
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DEVELOPING THE VISION

From the design workshop and the handout sheets, overall themes start to develop from participants. These show reoccurring patterns and ideas within their designs.

The results are as shown in the adjacent info-graphic. The reoccurring elements are highlighted in green. The majority of these elements lend themselves to a multifunctional youth space with a combination of street and transition features.



The collation of key outcomes from the questionnaires, picture voting and the group presentations, as well as conversations had with users have been thematically organised to create a clear design vision. These themes will be used to develop the draft concept design, that will provide the foundation for the development of the design for the new skate space.

THE DESIGN VISION

The Onslow Skate Space is to become a unique, iconic and site responsive multipurpose, multigenerational facility that aims to complement the existing and proposed uses and facilities identified within the Onslow masterplan. The skate space will become the central hub for youth and the broader community of Onslow.

UNIQUE, INTERESTING TRANSITION ELEMENTS

Acknowledging the future user feedback, the design of the facility looks to incorporate a number of flow/ transition skate elements. The aesthetic and materiality of obstacles will appeal to an iconic sculptural style, with consideration given to unique rideable pieces. Particular transition elements will include a bowl, quarter pipes and flow elements with possible inclusion of moguls and a volcano.

A small amount of street/plaza will be included within the design, such as a fun box and manual pad, in order to expand the use for all users. As there is no current facility in Onslow the facility will have a focus on a beginner to intermediate level. It will be designed to cater for a range of abilities, allowing users to progress in the facility by developing their skills from a beginner to an advanced level user in a safe and creative manner.

SUPPORTING AMENITIES

To ensure a central community space with comfort for users, the facility will offer a number of social opportunities. This includes the provision of areas of shade and refuge for use throughout the day. The spaces will enable ongoing activation potential for community events, competitions and workshops.

The inclusion of timed lights will be a consideration for the facility. This will assist in activating the space at night, particularly during the summer, in order to avoid the heat of the day and to maximise potential activation and events.

INTEGRATION

The youth facility design will be integrated into the existing landscape context of the Onslow Precinct, considering the physical and aesthetic links made between the skate space and the landscape design in order to create a holistically integrated facility for the use of the whole community.



NEXT PHASE

NEXT PHASE

Upon approval of the report and endorsement of the selected site by council, a draft concept plan will be developed and presented to the client and community at the concept design consultation event.

As part of the ongoing design process for the development of the Onslow Skate Space, a draft concept review workshop is to be held. As well as creating a truly relevant design, this review will ensure the final concept design reflects community needs, user requirements and project vision. This continued involvement connects the community with the project design process and ultimately having a vested interest in the final outcome. This engenders community pride and ownership in both the process and the public facility, creating a strong sense of stewardship of the communities public spaces.

It is suggested that the workshop be held over two days, the first targeting community focus groups and the second, allowing for open community consultation.

GLOSSARY

THIS IS A LIST OF THE BASIC ELEMENTS CONTAINED WITHIN THIS DOCUMENT. IF YOU HAVE ANY FURTHER ENQUIRIES ABOUT ANY OF THE DEFINITIONS USED WITHIN THIS DOCUMENT PLEASE FEEL FREE TO CONTACT CONVIC ON (03) 9486 9899.

Transition - graded/flowing skate elements such as bowls, quarter pipes, half pipes etc.



Plaza - Low level skate elements which straighter edges and angles such as ledges, manual pads etc.



Street - Skate elements based on situations that are found on the street, stairs, sharp banks etc.



Rails - a steel street element, with a round or square profile. Often down stairs or flat.



Stair Sets - a street element simply consisting of a flight of stairs.



Bowl - transition style element, that can be either closed or open.



Ledges - a street style skate element, normally a block at varying size and profile.



Bank - a skate element made up of a flat angle, either with or without a radius at the base.



Pyramid - often made up of banks, with any number of sides from 3 to 6 to make a pyramid structure.



Hubba - Similar format as a ledge, but traverses down a level change.



Volcano - transition style element, made up of a circled quarter pipe to form a volcano form.



A-frame rail - A type of steel rail with a pointed top.



Manual Pad - Low level street element, similar to a ledge but often lower, wider and longer.



Mini Ramp/Half Pipe - transition element made up of opposing transitions of varying heights.



Jumps Box - a street style skate element, normally a block at varying size and profile.



Vert Wall - A vertical wall with a radius at the base to enable users to reach as high as possible.



Rainbow Rail - a steel rail arched into the ground to create a rainbow shape.



Pole Jam - steel pole sticking out the ground at varying angles, based on a bent bollard.



Euro Gap - a bank with a jump gap onto a higher level.



Spine - Two quarter pipes back to back to enable users to jump out of one and into another.



Kicker to Kicker - a kicker ramp (bank) with an opposing kicker, with a jump gap (garden) between.



Jump Box - a quarter pipe back to back with a bank to enable users to jump out of one and into another.



Snake Run - a transition style, made up of long flowing lines of undulating forms.



CONVIC

CREATE COMMUNITY

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Shire of Ashburton**Proposed Skate Park Site and Position: Onslow****Consultation Notes: October 8, 9 and 10 2014****Purpose of the consultation**

Reach agreement and a way forward in relation to the preferred site and position of the proposed Onslow skate park - that will ensure a quick and cost effective outcome

Notes from the meeting

The consultation was conducted by Convic Landscape Architects Simon Bogalo and Nick Loschiavo. The workshop was facilitated by Jenny Thomas of Northern Edge Consultants.

Consultation was conducted from Wednesday October 8 through to Friday October 10 consisting of a combination of face to face meetings and a workshop at the Onslow Sports Club on Thursday October 9 from 6.30 to 8pm. Face to face meetings included:

- a) Officer in Charge at Onslow Police
- b) Chevron regarding proposed construction of the Air Quality Monitoring System (AQMS) on the site on the oval.
- c) Bruce Strahan – manager Onslow Sporting Club
- d) Kerry White – President of the Shire of Ashburton
- e) Geoff Herbert and Chantelle Salmeri – Onslow Chamber of Commerce and Industry
- f) Board of Directors - Thalanyji
- g) Claire Hall – BHP Billiton

A total of 13 people attended the evening workshop representative of the Shire (6), Chevron (2), Council (1) and the general community (4).

The following Process was utilised during the workshop:

- Welcome, house-keeping, overview of the workshop and introductions
- Review of the process used and presentation of the preferred site
- General discussion from the floor
- Endorsement of the preferred site
- Where to from here
- Anything outstanding
- Close

It was determined at the workshop that all feedback documented during the workshop and from the consultation would be developed into a brief report by Northern Edge Consultants and forwarded to Council staff. Council staff would present the consultation and Convic reports to Council for consideration. It is noted that Council staff are required to present a recommendation to Council.

Summary**The collective interpretation by the consultants of the feedback provided, recommends the preferred to be site 2 for the following reasons**

1. Immediate availability of the site and associated capacity to meet community needs and young people's expectations
2. Reduced budget imposts associated with shade and site preparation
3. Endorsement of the preferred site by the Traditional Owners through the Thalanyji Board of Directors.
4. Value adding of complimentary recreational activities in a central social precinct

5. Increased social and community activation - contributing to designing out crime
6. Increased access and circulation to nearby amenity that supports public space including toilets, car parking and adjacent complementary spaces such as oval, play ground, cricket nets and future swimming pool.
7. Feedback from Police Officer in Charge stating although it is not ideal having a skate space near a licensed premises – there are no obvious issues – and that Site 2 would be the preferred Site in terms of activation and passive surveillance from a policing perspective

Site 1: Current basketball courts and adjacent area Corner of Cameron Street and Third Avenue**Original Convic suitability rating of 73%****Revised rating – based on site review and updated information from Shire of Ashburton 75%**

Focus	Observations	Comments	
		Pros	Cons
1.1 Availability of natural shade	1.1.1 There are no trees or existing shade structures on the site. Costs to construct required shade would be in the vicinity of \$100k		These costs would be an expense within the total \$1m budget hence reducing budget available for actual skate park and youth space features Shade for Site 2 (\$50k) would be significantly less (\$100k) due to the presence of trees
1.2 Site suitability	1.2.1 Preparing the site would include costs associated with demolishing the existing courts. It is anticipated these costs would be in the vicinity of \$100k		These costs would be an expense within the total \$1m budget hence reducing budget available for actual skate park and youth space features
		Demolition of these courts costs would need to be accounted for regardless.	If this site is not used, there is no urgency to demolish the courts
			One respondent expressed preference for as much of the budget as possible to be spent on the Skate features as possible rather than ancillary infrastructure (shade, climbing walls etc)
	1.2.2 Although basketball court lighting exists there is a lack of compliance of the existing lights for the skate space.		It was thought the lights could present a cost saving, however the lack of compliance means they are not suitable for re-use
1.3 Availability of site	1.3.1 The Shire of Ashburton is in the process of constructing new basketball courts. It is anticipated that these courts will be completed within the next 18 months. Construction of	By opting for a quick response – community could be compromising the overall positive impact of the skate park (by locating it next to the liquor outlet) – wait and site it properly	One respondent noted that the mothers are keen for the skate park to be completed as soon as possible – as there is a desperate need for activities, places and spaces for young people in town

	<p>the skate park therefore would be delayed for 18 months for this site</p> <p>1.3.2 The exiting courts could not be demolished until the new ones were ready – due to the high level of usage</p>	<p>A temporary park could be constructed until the courts had been completed at another site</p>	<p>One respondent referred to a young man (Jake Brooks) who started a petition for a skate park in 2010. Jake now works away from Onslow, but his efforts are well remembered by youth that still live in Onslow. This would prolong realisation of this request for a further 18 months</p> <p>Additional costs associated with the 18 month delay (add 20% cost escalation per year) – once again reducing the available budget available of the \$1m budget for skate park and youth space</p> <p>Provision of a temporary skate park in the interim would eat into the total budget available and present a significant negative compromise</p>
1.4 Site location	1.4.1 Proximity to residential properties	One respondent noted that these residents are used to noise and activity associated with the existing basketball courts and that the skate park would be no different	
	1.4.2 Located a distance away from main recreational hub	The link to the water park would be an advantage and increase the level of activation in that area	The distance from the main rec area could lead to increased damage – as experienced with the water park
	1.4.3 Site is small and flanked by two roads.	<p>The site does have flat terrain and good drainage</p> <p>Limitation on space – however not overly restrictive</p>	
		<p>Adequate parking</p> <p>Amenities</p>	

Site 2: Adjacent to existing oval, behind the bowls club on Paterson Place

Original Convic suitability rating of 87%

Revised rating – based on site review and updated information from Shire of Ashburton 85%

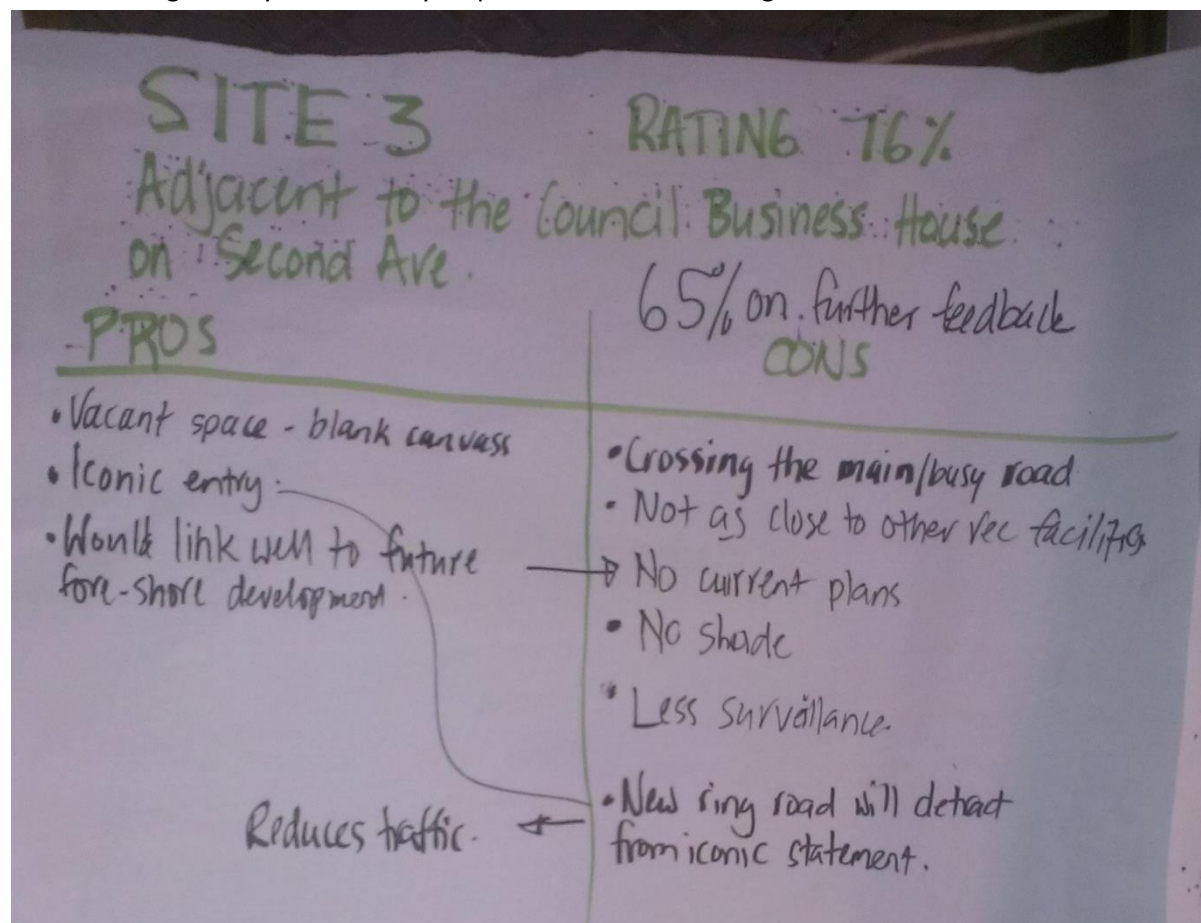
Focus	Observation	Comments	
		Pros	Cons
2.1.Availability of natural shade	2.1.1 There are quite a few established trees on the site	<p>The trees on the site provide a significant amount of shade and amenity. This would reduce the total spend on shade to 50% that of Site 1 (\$50K)</p> <p>Experience with leaves and bark in other skate areas presents no real issue for skaters. Usually skaters sweep if necessary</p>	Existing trees would drop leaves etc onto skate park and require sweeping for use.
2.2 Site suitability	2.2.2 Unrestricted space	<p>Large enough to build creatively</p> <p>Good for events</p>	
	2.2.3 Power and water near by	Easy access and cost savings	
		Local traditional owners (Thalanyji) endorsed the Site – and identified it as a strong preference	
2.3 Availability of site	2.3.1 Available for immediate construct	<p>No delays. Would demonstrate high degree of good will to the children of Onslow</p> <p>Would respond to requests from local parents</p>	
2.4 Site location	2.4.1Part of recreation zone including bowls, tennis, oval, playground and cricket nets	Would complement the area well and reflect the purpose of the area – as a sporting precinct	
	2.4.2 Will be close to the proposed pool complex once built		
	2.4.3 Close to a liquor outlet	Already kids in the area so will have minimum impact – issues will exist anyhow	Children exposed to language and behaviour associated with socialisation at the Club

		<p>Area is designed for sport and recreation. This should take priority over issues that may impact upon the Club patrons and facilities</p> <p>Officer in Charge noted that although not ideal – no real issues identified with having children’s activities near a liquor outlet. The pros of the site off set the cons</p> <p>Officer in Charge also referred to the Site selection as a way of designing out crime – by creating an active space – with more lighting and passive surveillance – leading to a reduction in crime and anti social behaviour</p> <p>The children’s playground is already near the site – these issues have been managed</p> <p>Opportunity for development and implementation of strategies for youth and skate park users to activate and stimulate the park.</p>	<p>It is suggested Club patrons will be adversely exposed to language and boisterous behaviour of the skate park and youth space users – including the sounds of the skating mechanisms</p>
		<p>As above</p>	<p>Sports Club already experiences a lot of pedestrian traffic (children) due to the location of the play ground.</p> <p>Manager mentioned anti-social behaviour such as rock throwing and littering and estimates these issues will be exacerbated by presence of skate park and users.</p>

			Skate park and youth space would exacerbate current issues
		Skate Park users could be encouraged to use the pathway at the rear of the club rooms – minimising the level of traffic out front	Extended licence permits means that Club events often “spill out” into the natural pathway used by the children. This would further expose the Club to the park and vice versa
	2.4.4 Adequate parking	Parking spaces already available – hence costs savings	
	2.4.5 No costs associated with demolition of existing facilities	The associated saving would be in the vicinity of \$100k – which is significant in a total budget of \$1m	
	2.4.6 Existing water tanks are an eye sore	These could be used as a feature – with panels placed around them to be painted or used as a graffiti art wall	
	2.4.7 Chevron’s Air Quality Monitoring System (AQMS) would be in the field of vision once constructed	Only there for five years Perimeter fencing could be used as a feature wall	
	2.4.8 Site has been “ear marked” for a new Clubroom	Long term vision – minimum of ten years Nothing identified in the Shire Strategic Plan	Skate park and youth space site is exactly where the vision for the new Club would be constructed. The skate park and youth space would have to be relocated if funding and support for the build was realised
	2.4.9 Close to residential area		

Site 3: Adjacent to the Council Business House on Second Avenue**Original Convic suitability rating of 76%****Revised rating – based on site review and updated information from Shire of Ashburton 65%**

This Site was generally dismissed by respondents – the following notes outline the discussion and feedback





Community Petition to the Shire of Ashburton Elected Representatives: Onslow Skate Park Location

Please find attached a petition from the community of Onslow regarding the request that the Shire of Ashburton Council overturns its decision to construct the Onslow Skate Park at the basketball courts and to endorse the recommendation of the Convic professionals and feedback from the Onslow Community to construct the Park at Lot 644 Paterson Place.

120 people have signed the petition. In forwarding the petition, it is prudent to reiterate the position of the community in as much that Lot 644 is highly preferable because of:

- Safety, supervision and monitoring logistics for children, parents and service providers by co-locating recreational activities for young people e.g. Young children will not need to cross the busy road next to the existing basketball courts to access other recreational activities; parents can be directly supervising children at the proposed new pool whilst maintaining indirect contact with children at the skate facility; school staff can monitor truancy issues due to proximity to the school and activation of one designated recreational area will lead to reduced level of personnel resourcing (especially for the Police). This co-location will lead to reduced levels of truancy and anti social behaviour – contributing positively to the amenity of the Club
- Immediate availability and associated capacity to meet community needs and young people's expectations/ aspirations (the community does not want this Park development delayed)
- Reduced budget imposts associated with shade and site preparation (allowing for more spend on the Park)
- Demonstration to the Community of Onslow - from the Elected Representatives - that what they say does matter

We respectfully await feedback with regard to this petition. If you have any queries, please do not hesitate to contact me as outlined below.

Petition Organiser: Onslow Chamber of Commerce and Industry PO Box 43, Onslow WA 6710
 Contact: Geoff Herbert – President
 Mobile: 0439918459
 Email: geoff@scubaroodive.com

Community Petition to the Shire of Ashburton Elected Representatives Onslow Skate Park Location

Petition Organiser: Onslow Chamber of Commerce and Industry PO Box 43, Onslow WA 6710

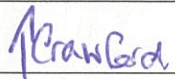




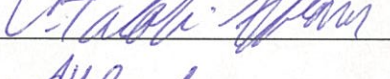
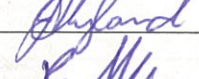
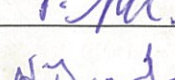


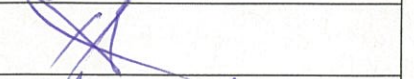
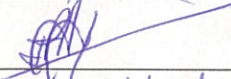
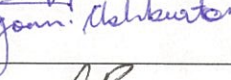


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Email: geoff@scubaroodive.com

We the undersigned request that the Shire of Ashburton Council overturns its decision to construct the Onslow Skate Park at the basketball courts and to endorse the recommendation of the Convic professionals and feedback from the Onslow Community to construct the Park at Lot 644 Paterson Place for the following reasons:

- Immediate availability of the site and associated capacity to meet community needs and young people's expectations/ aspirations (the community does not want this Park development delayed)
- Reduced budget imposts associated with shade and site preparation (allowing for more spend on the Park)
- Demonstration to the Community of Onslow - from the Elected Representatives - that what they say does matter

Full name	Street Address and Post Code	Signature
TANIA CRAWFORD	20 CLARKE PL. 6710.	
PETER TAPPER	14 MAUNSELL CWN	
J. WATSON	WINCHESTER CRES	
GARY EAKES	17 CLARKE PL.	
JUSTIN AMES	14 CLARKE PL	
Imant Totoli	598 Beaden Creek Rd.	
JANE HYLAND	27C SIMPSON ST 6710	
PAUL SHADLER	MT MINNIE	
WESTON TUCKER	BINDI BINDI	
GARY WILKINS	12C JARDURA	
LENNY ANDERSON	8B McGrath St	
HAROLD ASHBURTON	BELWARY	
PEARSC HERBERT	19 FIRST AVE Onslow	
Joan Ashburton	20B Cameron Avenue	
Tish Browne	81 Second Avenue	



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Full name	Street Address and Post Code	Signature
Will Fox	Payne Way 6710	
Annette Trimble	3 Annetell Court	
Christine Powell	Upper Swan 6069	
James Trimble	3 Annetell Court 6710	
Tom BIRCH	12 3rd Ave 6710	
BRENDAN CLARK	1 HOPE COURT 6710	
Anni Virtanen	22 2nd AVE 6710	
LORETTA AMAJOUT	BEADON BAY HOTEL	
SAM CRAVEN	BEADON BAY HOTEL	
Matt Seil	Beadon Bay Hotel	
J. Montague	Beadon Bay Hotel	
R M McPHER	BEADON BAY HOTEL	
G. MACLEAN	B WHEATSTONE	
R. O'SULLIVAN	10 SHADWICK KTHA	
A. Soproni	2 Lacey Place Kthar	
Heather Jones	2 Lacey Place Kthar	

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- Demonstration to the Community of Onslow - from the Elected Representatives - that what they say does matter

Full name	Street Address and Post Code	Signature
ROSSLYN STEVEN	22 453 BEADON CREEK Rd	R. Steven
SEAN JOYLE	11 CLARKE PLACE	Sean Joyle
James Joyce	11 Clarke Place	James Joyce
Nel Mary	186 Hope Court	Nel Mary
Jamie McDonald	11	Jamie McDonald
TIM DODDS	557 Beadon Creek Rd	Tim Dodds
JULIE DODDS	DISCOVERY - ONSLOW	Julie Dodds
Helen Cloggy	5 Hope Crk Onslow	Helen Cloggy
MIKE EDMONDSON	8 HEDDICH ST, ONSLOW	Mike Edmondson
Antonio Lara	6 Wilson Way Wickham	Antonio Lara
Cyril Hayes	P.O. box 127 Onslow	Cyril Hayes
Steve Jansen	49 Woodland Drive	Steve Jansen
Charlette Salmeri	24B Maunsell Crs, Onslow	Charlette Salmeri
CHRISTOPHER	11B McGHEATH AVE	Christopher
CINDY CLAYTON		Cindy Clayton

Community Petition to the Shire of Ashburton Elected Representatives Onslow Skate Park Location

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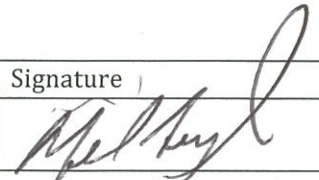
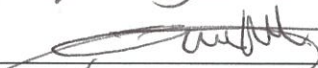


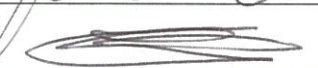









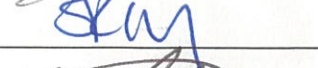
Contact: Geoff Herbert - President

Mobile: 0439918459

Email: geoff@scubaroodive.com

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Full name	Street Address and Post Code	Signature
MEL SEYMOUR	3 HEDDITCH ST.	
GOSIA TAYLOR	4 MAUNSELL CNR	
Jelly Seymour	3 HEDDITCH ST	
Jodie Maxwell	PO Box 172	
KINDRA HARRISON	PO Box 31	
Donnelle Wright	PO Box 57	
Annette Dax	Maunsell St	
Clare Higgs	Payne Way	
Anta	171st avenue.	
Mark Weiss	Payne Way	
Phil Sherman	44 TREAD AVE	
GARY RANE	PAYNE WAY	
Alex Schmidt	First Avenue	
Sam Rigg	McGrath Ave	
Wayne Stevens	U2 453 BRADON CK RD	

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Full name	Street Address and Post Code	Signature
Amanda Meyers	Maunsell Crn 6710	A Meyers
SAMANTHA ATKINSON	O BURT CLOSE 6710	SAMANTHA ATKINSON
Emily Munday	13B McGrath Ave 6710	Emily Munday
D. Munday	"	
n Moun	a Third Ave	
Z McIlwain	"	
A. Jacobs	25a Maunsell	A Jacobs
Kylee French	12 McGrath Ave	K French
Nicole Sanderson	7c Maunsell Corner	N Sanderson
Cristie Lockie	18 Cameron Ave.	
J. Lockie	PO Box 307	J Lockie
JA. Fletcher	SHANKS Rd. onslow	JA Fletcher
L Barrett	McGrath Ave	L Barrett
Jan Hogg	Second Ave	Jan Hogg

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Full name	Street Address and Post Code	Signature
BOB HARRIS	22 PATTERSON PL	Bob Harris
PETA WILSON	1 CAMERON AVE	Peta Wilson
JENKO	1 CAMERON AVE	Jenke
Renée ELLIOTT	Clarke place	Renée Elliott
Paul Byard	c/o OACamp	Paul Byard
KAYLENE BARRETT	25a MCGRATH AVE	Kaylene Barnett
Kevin Barrett	25a M'Grath Ave	Kevin Barnett
Denise Wright	12a Maunsell Cres	Denise Wright
T Bly	23 mcgrath Ave	T Bly
F Brennan	28 Second Ave	F Brennan
C MCKAY	16 B PAYNE WAY	Christine McKay
S. Heisterich	28 Hasky Ave	S Heisterich
D Scapel	8 Clarke	D Scapel
Geoff Moore	16 CAMERON AVE	Geoff Moore
Sharon Hoffman	S Clarke Place	Sharon Hoffman

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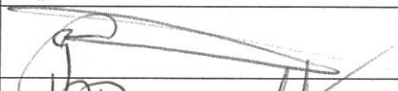
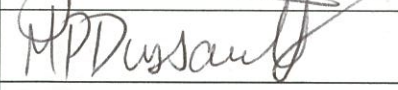
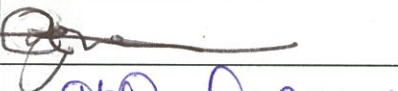
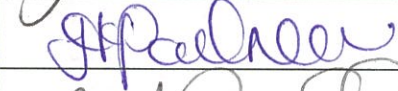
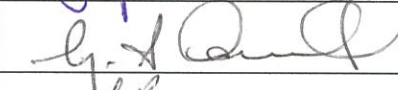
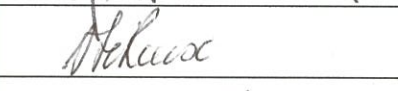
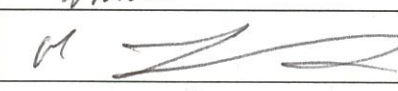
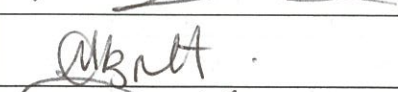
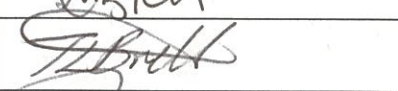
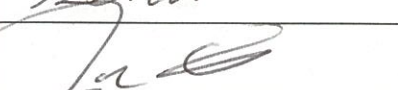
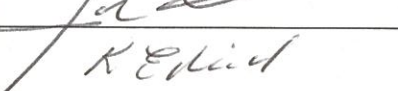

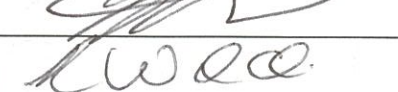
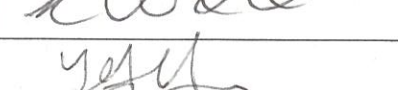
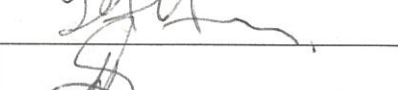
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Full name	Street Address and Post Code	Signature
Geoff Herbert	21 Second Ave Onslow	
Marie P Dussault	21 Second Ave Onslow	
Ric Grainger	19 Second Ave	
Heather Palmer	4, Anketell Ct Onslow	
GERARD CARROLL	47 SECOND AVE onslow	
S Le Raix	18 WATSON DR.	
M YOVICH	CARAVAN PARK	
Hayley Brett	Cornish way, onslow	
Taylor Brett	Cornish way Onslow	
J. Costello	Ocean View Casuarina Dr	
K. REID	Ocean View CASUARINA DR	
G. GAKIS	TANGADEE RD, GOLDEN BAY	
Renaye Wilde	21 maunsell crn	
DERRIN PHAM	8 PATHERS WAY	
Felicity Brennan	71 Second Ave	

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Full name	Street Address and Post Code	Signature
Rob Baker	14 WATSON DRIVE	Rob Baker
Stefanie Baker	14 Watson Drive	St Baker
Reuben Shadler	" "	in boarding St B
JP Shadler	" "	" " St B
Kelsie Seymour	Wheatstone	Seymour
Shaz Hume	WHEATSTONE	Hume
Steve Sweeting	BENDON CREEK RD	Sweeting
Doris Parker	Red damulla St N	Parker
DALLAS HAYES	THIRD AVE	Hayes
Ross Eyre	225 HANWELL AVE	Eyre

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