

SHIRE OF ASHBURTON

ORDINARY COUNCIL MEETING

**ATTACHMENTS
(Public Document)**

**Onslow Multi-Purpose Centre, Cnr McGrath Rd
and Hooley Ave,
Onslow**

13 March 2013



File No: CORP_ORG	AS.WI.5 or EMP02
Policy Name:	Prohibited Areas – Wittenoom and Yampire Gorge
Policy Purpose:	The purpose of this policy is to detail the asbestos exposure controls required to protect the health of Shire personnel, volunteers and contractors.
Principles / Framework	Work Health and Safety
Application:	Shire personnel, volunteers and contractors
Statutory Environment:	Local Government Act 1995 section 5.40(d) OSH Act 1984 Sect 19,20
Minute Number:	12.07.1045
Approval Date:	13th March 2013

Asbestos is a hazardous material, which poses a health risk when airborne fibres are inhaled. Asbestos exposure is known to cause mesothelioma, asbestosis and lung cancer.

From 2006, Western Australian Government policy on Wittenoom requires that: *Pending the town's closure, organisations with regulatory responsibilities should put in place a level of regulation which more appropriately balances their obligations for the health and safety of their staff and contractors with the significant health, safety and legal risks attendant upon their not discharging their regulatory responsibilities to residents of, and visitors to, the township"*

<http://wa.gov.au/wittenoomgovernmentpolicy/>

The environs of the closed Wittenoom Township are known to be contaminated with blue asbestos. The Department of Industry and Resources (DoIR) and the Department of Local Government and Regional Development established the extent of contamination in 2006 (**the Twohig Report**). DoIR has produced a map delineating the area of asbestos contamination at Wittenoom. The area defined by DoIR has been adopted by the Shire of Ashburton to delineate the AHZ (Asbestos Hazard Zone) As a result, no Shire of Ashburton employee, Bush Fire Brigade volunteer or contractor on Shire business shall go onto or pass through the AHZ delineated on the attached map, without the express written permission of the Chief Executive Officer.

If for any reason a Council employee does enter or pass through Wittenoom or the areas of the mine sites, then protective clothing and apparatus is required (pursuant to the provisions of national standards for dealing with asbestos) to be provided by the Council and worn by the employee upon entering the site(s).

No Council employee shall go onto or pass through the areas to be avoided with Council vehicles or equipment unless on Council business with prior permission from the CEO. This specifically includes employees with personal use of a council vehicle on their own time.

In the event that a vehicle is taken into these sites, it shall be hosed down in an appropriate manner as soon as possible after leaving the site(s).

Wittenoom Zones

Hot Zone

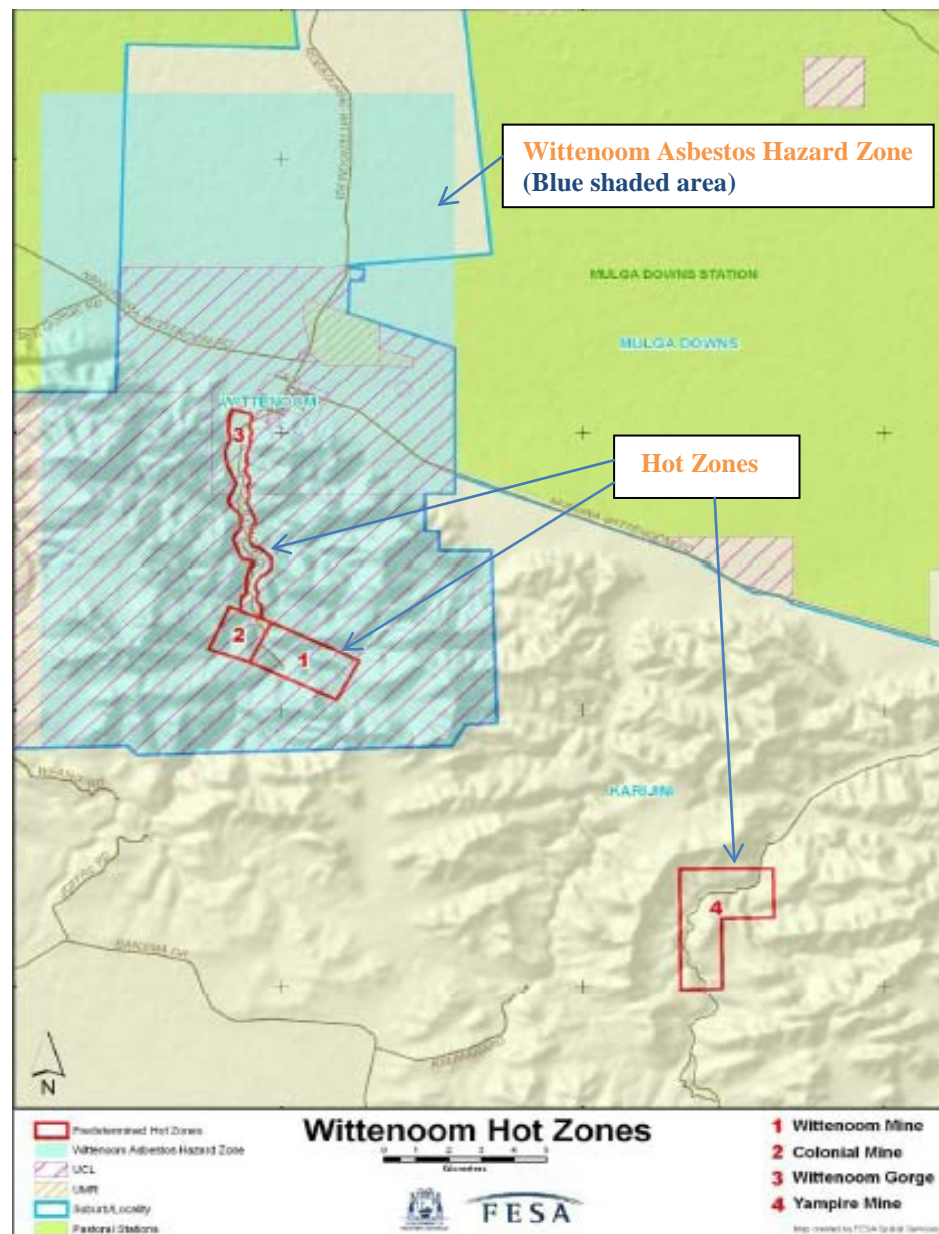
The Hot Zone represents a danger to life or health to people and entry should only be by trained personnel with the appropriate levels of protective clothing. The boundary of the Hot Zone must be indicated with demarcation tape. Movement from a Hot Zone to a Warm or Cold Zone must be accompanied by decontamination.

Warm Zone

The Warm Zone is the area directly outside the Hot Zone where Hot Zone support takes place - Incident Control, personnel and equipment staging, BA Control and decontamination. It contains the entry points into the Hot Zone and optional exit points from the decontamination area. Entry to the Warm Zone is only for those involved in Hot Zone support and the boundary should be indicated with demarcation tape.

Cold Zone

The Cold Zone is the area outside the Warm Zone, and is a safe, exclusion area for the Incident Controller and all other agencies, either in a combat or support role, to



operate from safely with minimal PPE. The outer perimeter of the Cold Zone will be secured by police to exclude members of the public.

Signed

Shire President

Monitor and Review:

Last Review Date

[Click here to enter a date.](#)

Next Review Date

[Click here to enter a date.](#)

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



shire of Ashburton
reef to range



Shire of Ashburton

Annual Report 2011/2012

Tom Price | Onslow | Paraburdoo | Pannawonica

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Welcome

to the Shire of Ashburton

The Shire of Ashburton is situated in the Pilbara region of Western Australia – a vast ancient landscape literally billions of years old. It comprises four established town sites: Onslow, Pannawonica, Paraburdoo and Tom Price and the remote Indigenous communities of Bellary, Wakathuni, Youngaleena, Ngurawaana, Bindi Bindi and Peedamulla.

For people across Australia, and the world, this 105,647 sq km Shire generates enormous wealth. Some of the world's oldest open cut mines and the largest exporters of natural resources can be found in the Shire of Ashburton and Barrow Island, off the coast of Onslow.

The Shire has a resident population of 10,001 people (ABS Census, 2011) and with the continual growth in the resources industry the residential and fly-in fly-out population in the Shire of Ashburton is rapidly becoming larger and more diverse.

The enormity of the landscape sets the scene for adventurous experiences, including the unforgettable Karijini National Park. From the awe-inspiring gorges to mine tours, four wheel driving, fishing, boating and island exploring - Ashburton is in a league of its own.

The Shire is currently thriving with growth and diversity, as industries such as iron ore mining, oil and gas, pastoral activities, fishing, salt processing and tourism continue to flourish from high demand. Towns are expanding along with it, developing into vibrant communities that offer sport and recreation, environmental health, tourism, waste management, libraries and ranger services.

This growth has helped establish enviable lifestyle living, something that local residents embrace wholeheartedly. Mining, oil and gas, cattle, fishing and tourism, along with the supporting infrastructure provide numerous employment opportunities.

As the Shire grows in stature, diversity continues to be embraced by Ashburton, echoing the contrasting nature of the tropical-arid landscape itself.



Our Towns

Tom Price

Hidden in the Hamersley Ranges below the beautiful Mt Nameless is Tom Price. It is a charming town, named after an American geologist who played an important role in identifying the region's enormous mineral wealth, and at 747m above sea level it is Western Australia's highest town.

Tom Price is the perfect place to base yourself while you explore the natural wonders of Karijini National Park. Tours depart most days and there are many well-maintained, picturesque campgrounds for a small fee. The town itself is modern and fully-serviced with a supermarket, bank, doctor, hospital, fuel outlets, library, primary schools, a secondary school, TAFE and several motels and restaurants.

Tom Price is home to around 4500 permanent residents and more than 1000 FIFO workers who enjoy a rich sporting lifestyle, with three large ovals, tennis, netball, basketball and squash courts as well as a lawn bowls green, an indoor cricket centre, an eighteen hole golf course and an Olympic size swimming pool.

As you approach Tom Price you will be rewarded with some of the best scenery in the state. The rich Pilbara colours of fiery reds, golds and the most brilliant blue skies will never leave you. There is a well-maintained private road that follows the railway line from Tom Price to Karratha. Visitors may use this road, however a permit is required which may be obtained at the Tom Price Visitor Centre.

Onslow

Onslow is a picturesque coastal town with an ideal climate, particularly April-September, making it an ideal holiday destination. It is the Shire of Ashburton's oldest town, with an interesting history that pays to explore, including pearl lugging and devastation by cyclone and Japanese bombing in World War II. The recently refurbished ruins of the Old Onslow townsite, the cemetery and remains of the jetty that served the sailing vessels are well worth a visit, as is the mighty Ashburton River.

Beaches surround Onslow with their unique beauty, and Onslow is one of a very few places in the world where you can witness the sun both rise and set over the ocean. Visit the lookouts, walk the Heritage Trail and Ian Blair Memorial Walkway and take in the stunning view of the islands. The fishing is also spectacular, with many great local spots as well as fishing charters available.

Onslow is also one of the best places in Western Australia to view 'Staircase to the Moon' - a beautiful optical illusion phenomenon over exposed mudflats that must be seen. Other 'must do' activities include mud crabbing, snorkelling and shell collecting.



Paraburdoo

Paraburdoo is a 40-year-old purpose built mining town approximately 530km inland of Coral Bay and Exmouth on the outskirts of the Hamersley Ranges. It is named after the nearby 'Pirraburdoo' lease, an Aboriginal name for the white 'Little Corella' which lives in the area. Nestled in some of the most scenic landscape in Western Australia, it has earned a reputation for its wildlife diversity and fascinating short history which includes UFO sightings, the discovery of 200-year-old bones and royal visits.

Paraburdoo is a close-knit community and offers a safe and friendly environment, ideal for young families. Twice recognised as WA's tidiest town, it has a population of around 2000 people including residential and fly-in, fly-out personnel. Like Tom Price, Paraburdoo has a strong sporting community with many outstanding facilities including an Olympic-sized pool.

The town has many facilities including a supermarket, newsagency, bottleshop, pharmacy, gift shop and Centrelink agency as well as services such as a police station, Royal Flying Doctor Service, library, shire office, post office, credit union, primary school, child health clinic, medical centre and Anglican and Catholic Churches. The airport, which services both Paraburdoo and Tom Price, is located only 15 minutes from Paraburdoo with Qantas flights daily to Perth.

Pannawonica

Pannawonica's name derives from the Aboriginal meaning for 'the hill that came from the sea', which is in reference to Pannawonica Hill. According to legend, a fight over ownership resulted in the sea spirit dragging the hill inland, gouging the land and forming the Robe River.

Pannawonica is a purpose built mining town and houses more than 1000 miners. Built in 1970 and gazetted as a town site in 1972, Pannawonica is a 'closed town', meaning its facilities are mainly reserved for staff and contractors.

There are many striking attractions, including well-shaded swimming holes at Robe River, and beautiful, world-class Aboriginal rock art. The Robe River Rodeo is a must see event that doubles the town's population over the weekend and attracts interstate competitors, with fun and competitions for all ages. Don't forget to visit the free drive-in cinema in the dry months.

Message from the Commissioner

The 2011/2012 financial year signalled a further period of major investment in our towns. Significant projects were completed during the financial year for the residents of Ashburton and we are proud of these new and upgraded amenities.

The Shire generated in excess of \$10.6 million in rates income during the period and this, combined with funding sourced from State and Federal Government, allowed us to continue with our future development plans.

Over \$23 million was spent on community infrastructure during the year with a number of projects being finalised including the Tom Price revitalisation and Onslow Boardwalk refurbishment. The Tom Price Civic Centre refurbishment and establishment of a dog park are just a few of the many projects undertaken during the year.

The Onslow Social Infrastructure Fund, negotiated with Chevron and the WA State Government provided over \$76 million of investment into the Onslow community as a result of the commencement of the Wheatstone project. We thank those Councillors and staff that participated in the negotiations, which were a very positive outcome for Onslow.

It was also pleasing to see new, privately owned residential accommodation being built on land released by the Shire in December 2010.

Council continues to rotate its meetings between the four towns in line with its commitment to open government and providing the opportunity for as many people as possible to attend council meetings.

Councillors are also involved in many different committees and attend meetings of both a strategic and operational nature with various levels of Government, resource companies and community representatives to discuss issues of common interest.

The Shire is well equipped for the future and has completed and implemented an organisational restructure to ensure appropriate staff are in place to move projects forward.

Council is aware of emerging opportunities to enhance our communities through this period of growth and will continue to work towards ensuring that our communities are afforded the benefits of this period.

Thank you to council staff for providing relevant and quality service and facilities to the residents of Ashburton and thanks also to my fellow Councillors for their ongoing support and dedication.

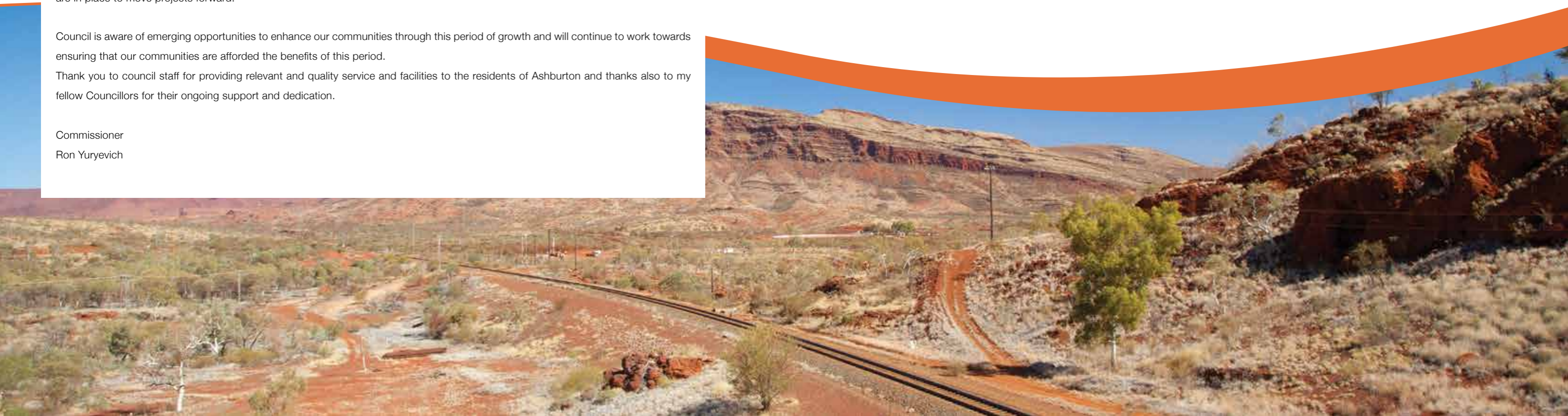
Commissioner

Ron Yuryevich

Major Projects

2012 - 2011

	Total Cost
Onslow Aerodrome upgrade (continuing project in 2012 – 2013)	\$2.3 million
Tom Price Town Centre revitalisation (continuing project from 2010 – 2011)	\$3.4 million
Road construction (Weano/Bunjima Dr and Juna Downs Rd)	\$2.4 million
Staff housing (Tom Price and Onslow)	\$2.6 million
Tom Price sporting pavilion (preliminaries)	\$138,100
Onslow boardwalk refurbishment (second stage)	\$225,700
Stormwater drainage of Onslow	\$333,000
Construction of dog exercise park - Tom Price	\$79,600
Land subdivision (Tom Price residential and industrial)	\$2.3 million





Future Strategic Plan

Planning for the Future 2011 - 2022

The Local Government (Administration) Regulations 1996 has been amended to require each local government to adopt an Integrated Strategic Plan by July 2013.

In February 2011, the Shire of Ashburton commenced planning for the Integrated Strategic Plan that will cover 2012 to 2022. In line with new legislation, this plan will include:

- Strategic Community Plan
- Corporate Business Plan

These plans will be supported by the following informing strategies:

- Asset Management Plan
- Long Term Financial Planning
- Workforce Planning
- A Well Managed and Contemporary Corporate
- A Financially Responsible Corporation



Following extensive community consultation, a Strategic Community plan was developed.

The Shire of Ashburton 10 Year Community Strategic Plan (2012-2022) provides focus, direction and represents the hopes and aspirations of the Shire.

Our Vision

The Shire of Ashburton will be a vibrant and prosperous place for work, leisure and living.

Our Mission

Working together, enhancing lifestyle and economic vitality.

Future Focus

The next four years will see a strong focus on:

1. Community inclusion and participation
2. Provision of infrastructure that enables economic and social vitality
3. Economic strength
4. Organisation stability
5. Staying ahead of the game
6. Development of our governance

Strategic Community Plan

Goals and Objectives

1 Vibrant and active communities

Connected, caring and engaged communities

Active people, clubs and associations

Quality education, healthcare, childcare, aged care and youth services

A rich cultural life

2 Economic prosperity

Strong local economies

Enduring partnerships with industry and government

Well-managed tourism

3 Unique heritage and environment

Flourishing natural environments

Leading regional sustainability

Celebration of history and heritage

4 Distinctive and well-serviced places

Quality public infrastructure

Accessible and safe towns

Well-planned towns

5 Inspiring governance

Custodianship

Community ownership

Council leadership

Exemplary team and work environment

Message from the CEO



The 2011/2012 financial year saw another record budget of \$100 million. Both State and Federal Governments provided generous financial contributions that have enabled much needed infrastructure projects to continue to take place throughout the Shire.

The Shire has continued to work collaboratively with the three other Pilbara councils and remains committed to taking a proactive approach to regional issues. Major investments by resource companies operating in the Shire continue to provide positive impacts on our community's economic and social development.

A partnership developed with Rio Tinto Iron Ore will continue investment in our communities.

Our biggest project is the commencement of the Onslow Aerodrome upgrade. As part of the Onslow Social Infrastructure Fund, the Shire secured \$30 million in funding to construct a longer runway and establish a passenger terminal. It is anticipated this will be completed mid 2013 to cater for Wheatstone and other activity.

Construction of staff accommodation in both Tom Price and Onslow was completed during the year and is fully utilised. There remains an ongoing and urgent need for additional staff housing in these centres.

The Tom Price Town Centre Revitalisation was completed during the year and has created fantastic amenity for all who live and visit the town. Extensive community consultations have taken place in both Paraburdoo and Onslow for the revitalisation of these towns.

Ongoing development of the Macedon Project and commencement of the Wheatstone Gas Project has seen a major planning effort into the future growth of Onslow. This has resulted in the preparation of the Onslow Expansion Plan by LandCorp. This plan was developed following a 5-day public and stakeholder consultation workshop.



The organisation restructure mentioned in the previous Annual Report is slowly bedding down and will help us as we embark on the integrated planning processes mandated by the Department of Local Government. This process will see the development of a strategic community plan, corporate business plan supported by asset management, long term financial plan and a workforce management plan.

The whole process will provide the basis for improving the practice of strategic planning in local Governments. The timeframe for completing this work is 30 June 2013. This will be a challenge as we continue to plan and complete new projects and maintain our day-to-day activities in a difficult recruiting environment.

Council completed the year with a total comprehensive surplus of \$6,516,580. This was largely due to the difficulty in attracting suitably qualified personnel to complete projects. An analysis of council's ratios indicates we are operating within acceptable parameters, particularly the 'outstanding rate ratio' which has reduced again this year.

I congratulate and thank all Shire staff who have worked hard during the year to ensure we continue to provide valuable services to our communities. Without their dedication, we would not realise our goals.

I would also like to thank all the Councillors for working cooperatively in achieving the goals that we have set ourselves and look forward to continuing this into the future.

Frank Ludovico

A/Chief Executive Officer

The Councillors

The Shire is governed by nine Councillors elected by the local community. Councillors seek to understand local aspirations and concerns and lead the Shire to ensure the effective delivery of strategic plans.

The Ashburton Shire Council consists of nine Councillors representing six wards. These comprise of two pastoral wards (Ashburton and Tableland) and four townsite wards (Onslow, Pannawonica, Paraburdoo and Tom Price).

Each Councillor is elected to serve a four-year term and there are no restrictions on the number of terms Councillors may serve. The Councillors elect the President and Deputy Shire President every two years in October.

The function of the Council is to provide good government for residents in the district, which includes the provision of works and services to ensure the health, safety and fulfillment of the local community.

Five fundamental aims of Council can easily be identified:

- to direct and uphold the affairs of Council
- to be responsible for the performance of Council's functions
- to oversee the allocation of Council's finances and resources
- to determine policies
- to provide for the good government of persons in the district

The ways in which these aims are interpreted and the range and nature of the responsibilities to which they are applied undergo continuing transformation. There is a need to constantly re-examine tasks, to ensure they are the ones most suited to the scale of decision-making and services required.



Cr Kerry White
Shire President



Cr Linton Rumble
JP, Deputy Shire President
Paraburdoo Ward



Cr Anne Eyre
Ashburton Ward



Cr Lisa Shields
Tom Price Ward



Cr Peter Foster
Tom Price Ward



Cr Cecilia Fernandez
Tom Price Ward



Cr Dennis Wright
Pannawonica Ward



Cr Lorraine Thomas
Tableland Ward



Cr Ivan Dias
JP, Paraburdoo Ward

The Shire of Ashburton works hard to ensure the balanced physical, social and economic development of local communities.

It is the Shire's role to:

- Lead boldly and plan effectively
- Understand changing global and local contexts
- Listen to and be fully informed on local issues
- Balance the competing demands of the local environment, economy and community
- Ensure equitable allocation of community resources
- Foster civic pride, respect and co-operation
- Forge partnerships to ensure affordable and equitable delivery of local projects, programs and infrastructure
- Co-operate regionally and broadly with government to ensure effective intergovernmental relations

Management

The Council's organisation is structured to complement and reflect the desires of the community and the Council, in pursuing objectives and strategies outlined in the Strategic Plan.

The Chief Executive Officer is responsible for the overall management and day-to-day administration of the organisation and advising Council in relation to the local government matters.

The structure of the organisation is set out with six main departments:

1. Office of the CEO
2. Corporate Services
3. Community Development
4. Strategic and Economic Development
5. Technical Services
6. Operations



Responsibilities of Executive Management

CEO & Executive Managers as at 30 June 2012



Jeff Breen
Office of CEO

- HR
- Occupational Safety
- Council Support
- Media
- Business Improvement



Frank Ludovico
Corporate Services

- Financial services and reporting
- Budget Preparation, Dissemination and Training
- Administration
- IT
- Financial
- Planning
- Grants



Geoff Brayford
Technical Services

- Asset Management
- Contract Management
- Design
- Project Management
- GIS
- Planning, Building & Health
- Waste
- Ranger Services
- Emergency Services



Amanda O'Halloran
Strategic &
Economic Development

- Project Initiation and Coordination
- Economic Development
- Integrated Planning Framework
- Community Strategic Plan
- Visitor Centre



Deb Wilkes
Community Development
& Services

- Library and Cultural Activities
- Natural Resource Management
- Early Childhood Youth/ Seniors
- Public Art
- Community Reference and Advisory Groups
- Support for Community Groups
- Resource Sector Community Plans
- Voluntarism



Fiona Keneally
Operations

- In House Works
- Private Works
- Construction & Design
- Fleet

July 2011

Approval of \$25 billion Wheatstone gas project

In fantastic news for the Shire of Ashburton, the Environmental Protection Authority (EPA) announced approval of the \$25 billion Wheatstone gas project. This mammoth project will require Onslow to accommodate a projected population increase of 2700 and incorporates one of Australia's largest marine dredging campaigns (dredging of 48 million cubic meters over 3-4 years).

Collaborative communication workshop

To further strengthen fellowship and cooperation between the Shire of Ashburton and Rio Tinto, a 'Collaborative Communication workshop' was held in Tom Price. Outcomes of the workshop included a commitment to collaborative community engagement and a review of current communication models.

The workshop cemented the fact that both the Shire and Rio Tinto are on the same page and are jointly committed to maximising the opportunities that are available to the region.

Passion of the Pilbara festival

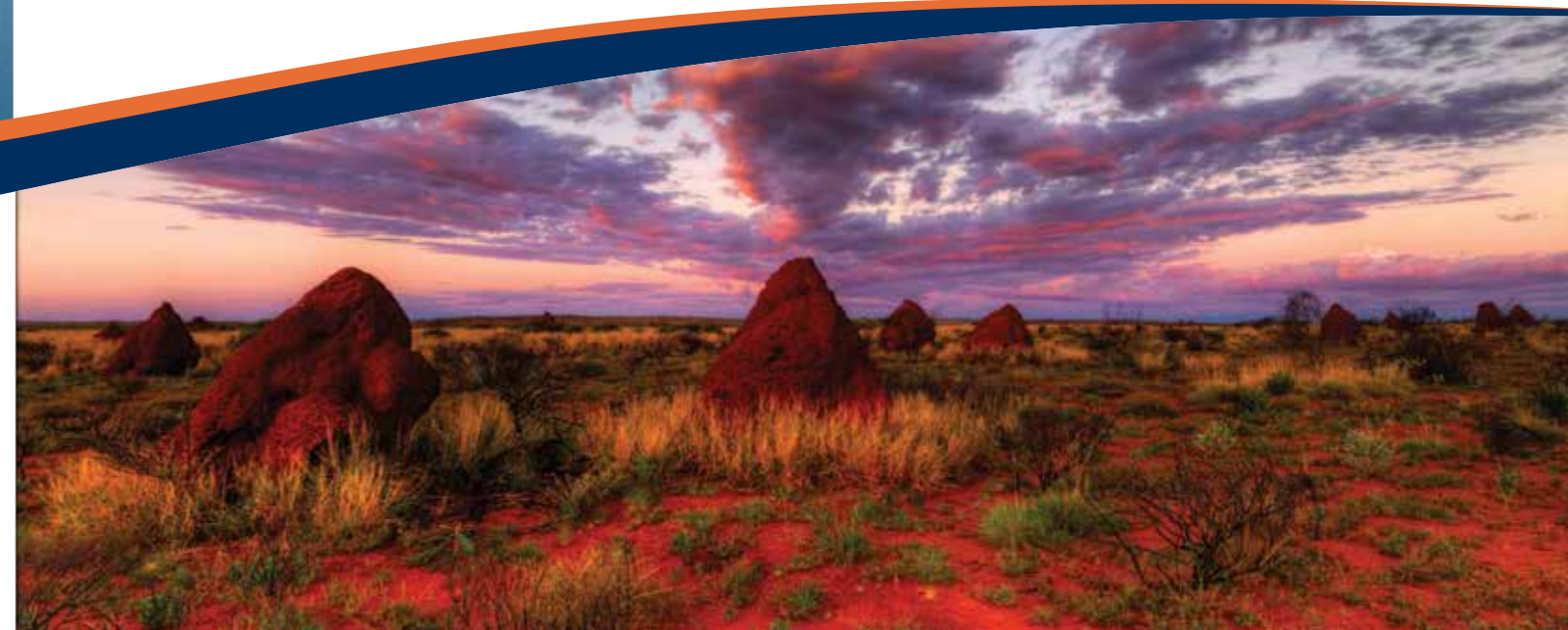
Food, fun and frivolity were in the air on July 9 and 10 as the second 'Passion of the Pilbara Festival' burst into life. This already well-loved family festival utilises celebrity chefs from around the state to promote local food and produce. In addition to cooking demonstrations, all attendees enjoyed fireworks, African Drumming workshops, clowns and magicians and concerts by 'Lady Gaga' and 'Rhianna'.

This fantastic festival was only possible thanks to funding partnerships with local corporations. The Shire would like to thank Chevron, BHP, Onslow Salt, LandCorp, Golder Associates, Technip, Pilbara Health Network, Whelans, Horizon Power, Gumala Aboriginal Corporation, Harvey Norman, Mackerel Islands, Onslow General Store and Buurabalayji Thalanyji Association Inc. for their generous funding.

Pilbara Indigenous women's workshop

The Shire of Ashburton affirmed its support for the Indigenous community by attending the Pilbara Indigenous Women's Aboriginal Corporation's (PIWAC) community workshop. The workshop was one of a series of meetings held to discuss the issues facing Indigenous women in the Pilbara. It also provided the opportunity to confer with all of our community groups as we move into a period of consultation for our ten-year strategic plan.

Highlights...



Onslow Planning Charrette

The Onslow Planning Charrette saw over 40 representatives from LandCorp, urban planning groups, Government agencies and the Shire come together in Onslow with the common goal of forging a successful plan to move the region forward. Significant topics covered included a new access road into Onslow, new housing developments and concept planning for the main street and foreshore.

Included in these discussions were key agencies such as the Water Corp, Department of Transport, Horizon Power, FESA, Police, Department of Housing, Onslow Salt and Mackerel, creating the opportunity for all organisations to share their plans for the future.

MPC (Jim's Gym) opens

The health and fitness of Onslow's community received a boost thanks to the opening of a new gym. Located at the MPC, the new gym is a refurbishment of the old fitness centre and is open 24 hours a day. To help ensure member safety, security cameras have been installed.

August 2011

Tom Price town centre revitalisation

The revitalisation of the Tom Price Town Centre gained momentum in August, thanks to the completion of major foundation works and major advances in the erection of the main structure, which made a dramatic impact on the aesthetic appeal of the town. This is just the beginning of a total revitalisation of the town centre, which will become a great meeting point for travellers as well as trying to ensure families are fully catered for. The town centre revitalisation is part of a XX million royalties for regions partnership to invest in services and facilities for the people who live in the Pilbara.

Onslow basketball carnival

On August 26-28, basketball teams from across the Pilbara came together for the Onslow Basketball Carnival; a highly competitive weekend which showcases some truly amazing basketball talent. Team Magic from South Hedland entered the competition as hot favourites, having won the previous two years, but was outdone on the day when Lost in Oz (Yandeyarra) pipped them for the title. Acknowledgment must go to BHP Billiton, Thalanyji and the Department of Child Protection for their generous funding.

40th anniversary of Nameless Jarndunmunha Festival

The Shire was a proud major sponsor of the Nameless Festival, held in Tom Price 5-7 August 2011. This annual community festival is organised, planned and run by the Nameless Committee and celebrates the strong community spirit between Tom Price and Paraburdoo. The festival weekend is focused on families and the youth, with plenty for everyone to enjoy from stalls and games to entertainment for all ages.

In 2011, the Nameless Jarndunmunha Festival celebrated its 40th anniversary. This year, the Committee was proud to involve Andrew Binsair, an Aboriginal artist from Meekatharra who ran several very special Aboriginal art workshops for the community and local schools. He was formally 'Welcomed to Country' by Wayne Stevens of Tom Price at the Tom Price High School - a special cultural formality that students were privileged to experience.

The three-day long festival featured stalls and spectacular fireworks along with amazing floats, children's entertainers, local talent and fun-filled entertainment for all age groups.

September 2011

Record budget announced!

The Shire of Ashburton announced its largest ever expenditure budget of \$60.5 million after a special council meeting was held to approve the record budget.

The budget is being directed to a number of community and infrastructure projects in Tom Price, Paraburdoo and Onslow and signals the largest capital investment ever injected into these towns.

NB: This refers to 2010-2011. Perhaps a statement regarding the 2011-2012 budget is required here???

New street lights for McGrath Ave, Onslow

To enhance the safety and security of Onslow residents in the area, seven new lights were installed on McGrath Ave between Second Ave and Otway Court.



October 2011

Cr Kerry White elected Shire President

The Shire welcomed Kerry White to the position of Shire President.

Tom Price land release

The installation of services commenced at the Boonderoo Road subdivision in Tom Price including water, power, telecommunications and streetlights.

The subdivisions represent the first major land release in Tom Price for approximately 28 years, with some unexpected hurdles encountered along the way proving a major learning curve for all parties involved.

November 2011

Shire earns Waterwise endorsement

The Minister for Environment and Water, Mr. Bill Marmion announced Onslow and the Shire of Ashburton's Waterwise council status in November.

The Shire is the first North West council to receive such an endorsement, which was achieved by demonstrating a commitment to sustainable water practices.

These practices have also supported the implementation of the Onslow Water Spray Park. By reducing water use in one area, it allowed for some of the saved water to be used to benefit families and provide a family space for the community to share.

Onslow community garden project wins award

The Shire of Ashburton took out first place in the Department of Local Government's Best Practice Award for the Community Garden Project in Onslow.

'Get togethers' in the garden often see a large number of volunteers attend, with its unique setting encouraging healthy active lifestyles. The garden is frequently utilised for festivals, events and family gatherings and showcases to the whole of WA that Onslow and the Shire of Ashburton can be leaders in community development.

Indigenous training initiatives and amenity upgrades

The Shire of Ashburton was happy to contribute some \$30,000 to a pergola project at three of our local Aboriginal communities. The project also included the provision of training to local Indigenous community members, teaching skills such as concreting, fencing, roofing, welding, painting and building infrastructure. This fantastic project delivered positive training initiatives while improving amenities at the communities.

Tom Price and Paraburdoo Tidy Towns

Two towns in the Shire received accolades in this year's Tidy Towns – Sustainable Communities Pilbara Category Awards. Paraburdoo won the Community Action Category and Tom Price won the Recycling and Waste Management Award. The Shire's Waste Management Coordinator was also recognised with a Special Commendation Award.

December 2011

Groundbreaking marks start of Wheatstone construction

On 1 December 2011, Chevron Australia Pty Ltd and its joint venture participants commemorated the start of construction of the AUD\$29 billion Wheatstone natural gas project with a special groundbreaking ceremony at Ashburton North, near Onslow on Western Australia's Pilbara coast.

The construction of the project will take about five years with first gas planned for 2016. The accommodation village will house more than 4,300 construction workers. It is forecast to create more than 6,500 direct and indirect jobs at peak construction and result in more than AUD\$17 billion being spent on Australian goods and services.

Construction of staff housing in Tom Price completed

Two new modular homes, built as part of the Staff Housing Program were completed and delivered to Tom Price in December 2011. The homes consisted of a 2 bedroom, 2 bathroom home positioned as a rear duplex on an existing Shire property, and a huge 7 bedroom, 6 bathroom staff house on Willow Road.

The residential-style staff house with large open plan living, kitchen, laundry and alfresco was designed to complement the Pilbara climate and style. It has provided quality accommodation for key staff and consultants visiting Tom Price, as well as providing a facility for low-key meetings and events.





January 2012

Day care funding secured

Vital day care funding was secured thanks to BHP Billiton becoming a principal sponsor. The CSSU are the approved operators of the day care.

Minister Brendon Grylls visits Tom Price

The Minister for Regional Development, Hon. Brendon Grylls visited Tom Price to review the developments of the town centre revitalisation (funded by the Royalties for Regions Pilbara Cities program) and to address the hospital upgrades.

Australia Day celebrations

Celebrations were mixed across the Shire for Australia Day as Tom Price, Paraburdoo and Pannawonica enjoyed fine weather and festivities while Onslow experienced far less-pleasant weather thanks to Cyclone Iggy.

Paraburdoo put on a fantastic show for the kids including breakfast, show bags, face painting and jumping castle. The Active Citizenship Award was presented to Jo Barron-Perry for inspiring the Paraburdoo community to win the Tidy Towns award for Pilbara 2011.

Over 550 people attended celebrations at the Vic Hayton Memorial Pool in Tom Price, marking the 30th birthday of the Pilbara regiment with a Freedom of Entry exercise (not performed since 1998). Celebrations were postponed in Onslow due to the impending cyclone and was later rescheduled as a 'dry creek' regatta and held as part of Onslow's Mother's Day celebrations.

February 2012

Fire threatens Pannawonica Township

Pannawonica's Volunteer Fire and Rescue Service were put through their paces in February when lightning strikes wreaked havoc throughout the region, threatening to engulf the small town in flames.

For three days from February 19, the VFRS crew members continued to attend to scrub fires in the area, giving the community a strong reminder that bushfire season should be prepared for in much the same way as cyclone season. The town is now well protected with large firebreaks.

Public workforce forum

A public forum concerning workforce issues was conducted on behalf of the Department of Training and Workforce Development and the Pilbara Workforce Development Alliance in February.

The forum focused on providing a local perspective on key regional workforce trends and challenges, and canvassing potential strategies, actions and priorities that need to be included in the regional workforce development plan.

The forum is part of broader consultations that will result in the preparation of a Pilbara workforce development plan for 2012–2015. The overall purpose of the plan is to identify the current and future workforce development and skills needs of the region and develop strategies to ensure that these needs can be addressed.

March 2012

Pannawonica locals celebrate park opening

Pannawonica residents recently joined Shire of Ashburton and Rio Tinto representatives in officially opening Tony Lyons Park on March 23. With recent upgrades through the support of the Shire of Ashburton in partnership with Rio Tinto, lovely landscaping now complements new play and exercise equipment, barbecue facilities and a gazebo.

New logo for the Shire

The Shire unveiled a modern, innovative new logo in March. This logo is designed to reflect the diverse landscape of the region while capturing the Shire's ongoing advancements, including major developments such as town upgrades, the Wheatstone Project, Onslow airport, sporting complexes and new community initiatives and programs.

Turning point in Australia's modern history

This month marks the 15-year anniversary of the signing of the groundbreaking Yandi Land Use Agreement (YLUA). Signed in March 1997, it was the first major land use agreement signed in Australia. The YLUA paved the way for a string of other land use agreements in the Pilbara and around Australia, which in turn have resulted in major mine developments and an industry that is both the envy of the world and our nation's economic engine room.





New transit house

The Shire of Ashburton has constructed a seven bedroom, six bathroom staff transit house in Tom Price at a cost of around \$850,000. The transit house was built to ease the Shire's current housing shortage for employees. The house has been designed so the Shire can use it for small meetings and training when required. It will serve as temporary accommodation for contractors and staff engaged to complete the multiple projects planned around the Shire.

Onslow's first industry forum is held

On 8 March 2012, the Shire hosted the inaugural Onslow Industry Forum. The forum attracted over 70 participants, bringing industry, local business, Local Government and suppliers together to enable and facilitate business growth and economic development in the Onslow/Ashburton region.

Chevron, BHP Billiton, Water Corp, Small Business Centre West Pilbara and LandCorp all presented on the opportunities that will be coming online in Onslow. LandCorp discussed industrial and residential land releases that are in planning and offered the business community an opportunity to discuss their individual issues direct with them.

Clean up day

Bechtel and the Onslow Community teamed up to clean up the Onslow Front Beach Foreshore as part of the Clean up Australia initiative. Over 30 volunteers worked hard to collect a full trailer load of rubbish, which saw a number of big-ticket items removed from the beach (tin, rusted steel bed, prams, drums, plastic containers and glass). Of most concern was the number of fishing nets that were removed from the beach.

Tom Price Town Reconciliation Action Plan

The Shire supported an exciting initiative by organising a workshop with the Department of Indigenous Affairs (DIA) and Reconciliation Australia to commence the development a town Reconciliation Action Plan (RAP) for the Tom Price community. RAPs are business plans which use a holistic approach to build meaningful relationships and create sustainable opportunities for Aboriginal and Torres Strait Islander Australians and other Australians.



Since the launch of the Reconciliation Action Plan programme (2006) in Australia, over 300 corporate, government and community organisations have developed their own unique RAP. The Tom Price RAP is the first of its kind in Australia and involves individual community members, community organisations and local government, business and industry representatives. The Shire's community services department continues to develop the initiative, and once finalised, it will be the first 'town' RAP developed in this country.

April 2012

Funding application approved for Paraburdoo Town Centre Revitalisation

Shire of Ashburton's application was approved for \$1.1 million in Local Government funding for the much-anticipated refurbishment of the town centre - allowing it to become an attractive, vibrant and sustainable community hub.

WA Premier visits Tom Price

The Hon. Colin Barnett visited Tom Price for the first time in over 20 years. In the three days before his arrival, Mr Barnett visited Millstream and an Aboriginal community near Wickham, and also stayed at a Port Hedland FIFO camp to gain a better understanding of the issues facing Pilbara residents and workers.

New Building Regulations

The Shire's Development Services Department includes Building, Town Planning, Environmental Health, Aboriginal Environmental Health and Pool Safety with the aim of ensuring acceptable standards of structural sufficiency, fire safety, health and amenities are met throughout the Shire of Ashburton.

The new Building Act 2011 commenced on 2 April 2012, introducing a new building approval process for Western Australia and bringing significant changes to the building approvals process, from the design stage right through to occupation of a building. The Shire's Building Services incorporated the new Building Act 2011 within its procedures efficiently and effectively with a total of 829 building permits produced in the 2011-2012 financial year. Developments in the Shire range from small residential renovations to the massive accommodation Chevron camps on Barrow Island and the Onslow Wheatstone LNG Plant development.



Tom Price musicians produce CD

Talented Tom Price musicians were given the exciting opportunity to record their original songs with professional musicians and engineers. The three-week program was part of the Western Australian Music Industry Association's (WAMI) 'sounds of' – a series of regional recording projects aiming to teach remote musicians recording and production skills whilst providing a valuable mentoring service. The project was funded by Rio Tinto and the Shire provided support by donating a house to use as the studio and produced a photographic exhibition documenting the project.

ANZAC Day 2012 in the Pilbara

April 25 marked the Anzac Day dawn services, with hundreds gathering across the region to commemorate and honour the ANZACS who fought and gave their lives for our freedom.

In Onslow, a glorious sunrise greeted over 340 people who assembled for the dawn service at 5.45am. Pannawonica residents stood respectfully in silence at dawn and remembered with a service held at the ANZAC Memorial, Tony Lyons Park.

The Anzac Day service at Paraburdoo had exceptional attendance, with over 200 people pouring in to pay their respects. And at RSL Memorial Park in Tom Price, over 600 residents felt the ANZAC spirit as dawn broke over soldiers resting on arms, guarding the Tom Price Memorial.

May 2012

Gumala launches the 3A Project

Gumala Aboriginal Corporation (GAC) launched an exciting new and unique early childhood learning initiative called the '3A Project' - a collaboration between GAC, Tom Price Primary School and the University of Melbourne. Located at the Gumala 0-5 Studio (Early Childhood Centre) at the Wakuthuni Community near Tom Price, the 3A (Australian Abecedarian Approach) Project is a pioneering education model for high quality early childhood education and care. Gumala has appointed local teachers, who, together with some community members, are conducting the classes.

Biggest iron ore 'Start up' project in Australia

Construction at Fortescue Metals Group's Solomon project (70 kilometres north of Tom Price) reached its peak with around 2500 workers with expected increase to 3500, bringing enormous benefits to the Tom Price community.

Industry Forum in Onslow

The Shire of Ashburton hosted the second Industry Forum in Onslow, attracting more than 70 business owners, potential operators and related agencies.

The forum which continues to be a bi-monthly event as a collaborative effort between the Shire, the Small Business Centre and Chamber of Commerce – shares advice and ideas on starting new businesses and facilitates residents and business owners to be informed about the developments happening in the town, especially in the lead up to the development of the Wheatstone Project.

Hands of Harmony

'Hands of Harmony' was created by Tom Price Primary School students to embrace National Reconciliation Week. Students wrote positive messages on 'hand-themed' artwork that celebrated different races and cultures living in harmony and planted them around school grounds. It was an inspiring, encouraging experience for all.

Queensland based RAW Dance tours the Shire

Funded by the Shire and Rio Tinto, RAW Dance's touring 'Bang Crash Tap' performance encouraged young people in all four towns to write and perform a vibrant musical or dance concert for parents and other community members.

Onslow Aerodrome and Business Park planning well under way

The Shire worked with Chevron and the State Government to progress the development of the Onslow Aerodrome final plan, so that construction of the temporary Aerodrome construction camp and planning of the Aerodrome business park could commence. A draft subdivision plan was circulated for comment regarding business park rezoning.

Council endorses conservation plan for Old Onslow

A conservation plan was prepared for Old Onslow as part of the approval process for the Wheatstone project and Ashburton North development, with funding from Chevron by Gaye Nayton Historical Architect and associated specialists. The new plan – designed to deal with the impact of resource industry growth in the region - will be the primary guiding document for future conservation of the much-valued Old Onslow town site and should increase pressure for its heritage protection.



Onslow Cemetery

Development works to the cemetery commenced, including the installation of the 'Tree of Life' gates - a focal point midway between the old and new cemetery. At 2.2m tall and approximately 250kgs each, they are easily visible from the road and are a pleasant sight.

The design of the gates is highly symbolic and fitting for the resting place of the people of the town. It depicts the great Axis Mundi Tree growing from the River of Time - its branches reaching the heavens and eternity, symbolising regeneration. The railings bear the emblem of the Ashburton Pea in silhouette, thus linking the artwork to the Onslow Township.

Childcare services open in Onslow

Long-awaited childcare services returned to Onslow on Monday, May 21, with the opening of the Onslow Early Learning Centre at the multi-purpose centre in McGrath Avenue. The centre is operated by the Children's Services Support Unit (CSSU) and has the capacity to care for up to 19 children, with four places catering for children under the age of two years.

New subdivision in Tom Price completed

The Shire of Ashburton was very pleased to announce settlement of the 13 new residential lots at Warara Street, Tom Price on May 31, 2012. The lots, including two duplex-size and two triplex-size development areas, were pre-sold by the Shire at auction in February 2011.

Star of the North: Onslow Expansion Plan

The Onslow Expansion Plan document was published and represents the building blocks for a vibrant, sustainable and prosperous future for Onslow. It was produced as a result of collaborative efforts by the Shire of Ashburton, LandCorp, Pilbara Cities, Department of State Development, Department of Planning, key stakeholders and the Onslow community.

June 2012

Planning applications, approvals and construction activity highlights

- BHP Billiton's residential facility at Third Avenue Onslow received planning approval
- Discovery Parks lodged a planning application for 1st stage accommodation/mess facilities redevelopment
- Second subdivision in Tom Price was completed
- Titles were issued for the Boonderoo Road subdivision following completion of the new lots. 6 new lots, zoned 'General Business' were developed and pre-sold at auction in February 2011.

Onslow hosts its annual Youth Leadership Camp

Onslow hosted its annual Youth Leadership Camp on June 2-4. A facilitator from the Perry Lakes Hawks State Basketball Team together with Daniel Mundy from V Swans spent the weekend inspiring potential young leaders in Onslow in a variety of engaging workshops and activities.

Welcome event

Paraburdoo hosted their first 'welcome event' sponsored by Rio Tinto, with more than 100 people attending the breakfast event.

New facilities & upgrades

- Completion of the Tom Price Dog Park
- Commencement of Meeka Park lighting, toilet and landscaping upgrades in Paraburdoo
- Tom Price and Paraburdoo pools received new defibrillators and Lotterywest funds for disabled chair lifts
- Construction starts for new playground equipment at the Vic Hayton Swimming Pool, Tom Price



Vision Map Only - projects shown are subject to funding and/or further investigations including heritage and native title



Overview of Activities completed, proposed to commence or continuing are:

- The Ashburton Vision was unveiled in July 2010. It showcased many and current and future projects for the Shire.
- A Tourism Destination Development Strategy has been adopted by the Shire of Ashburton;
- Industrial land (Boonderoo Road) and Residential land (Warara Street) in Tom Price is currently being serviced. It was successfully pre-sold in February/March 2011.
- Construction of additional staff housing in Onslow;
- Recycling plant commencing operations with first shipment of recyclables to Perth.
- Significant lobbying has occurred to upgrade water supply in Onslow to ensure preparedness for proposed LNG Projects.
- The revitalisation of Tom Price and Paraburdoo Town Centres. Substantial funding from Royalties for Regions – Pilbara Fund;
- The completion of the Onslow Multi Purpose Complex. Substantial funding from Royalties for Regions – Pilbara Fund with construction currently underway.
- Vic Hayton Memorial Pool Tom Price reopened after major renovations.
- Overall Master Plan for Onslow Recreation Precinct has been adopted and construction is continuing.
- Royalties for Regions funding obtained to revitalise the Tom Price Sporting Precinct.
- Development of new waste sites in Onslow and Tom Price
- Working with the Ashburton Aboriginal Corporation and Rio Tinto Pty Ltd to commence a Biodiesel Trial. It is hoped this will lead to a sustainable business for local Indigenous people.
- Shire of Ashburton monthly publication 'Inside Ashburton' is growing in success.
- Structure Planning continuing for "Ashburton North" area and "Special Industry Area to facilitate major projects in Onslow (LNG)

Freedom of Information

In accordance with Section 96 and 97 of the Freedom of Information Act 1992, the Shire is required to publish an information Statement which details the process of applying for information under the act, as well as information that the Shire provides outside the act. During 2010/11, two FOI applications were received. One has been successfully processed and one is pending.

The following are some of the documents available for public inspection at the Shire of Ashburton free of charge:

- Council Agenda and Minutes
- Annual Budgets
- Annual Financial Statements
- Annual Reports
- Electoral Rolls



Statutory Reporting



National Competition Policy

In respect of Council's responsibility in relation to the National Competition Policy, the Shire reports as follows:

- The Shire of Ashburton has assessed its operations and considers that it has no business activity that would be classed as significant under the current guidelines. Also the Shire of Ashburton does not operate a business enterprise that has been classified by the Australian bureau of Statistics as either a Public Trading Enterprise or Public Financial Enterprise.
- The Shire of Ashburton is not classified as a natural monopoly, nor does it conduct any business activities that could be classified as public monopolies. Therefore, the principle of structural monopolies does not apply to the Shire of Ashburton.

A further requirement of the National Competition Policy is that all Council Local Laws are reviewed every 8 years to determine whether they are in conflict with competitive neutrality and comply with the Local Government Act 1995. No Local Laws were amended during the 2010/2011 financial year.

Records Management

The State Records Act 2000 requires the Shire to develop and maintain a Record Keeping Plan to ensure the capture retention, and ease of retrieval of all Shire records.

In 2010 the Plan was submitted to the State Records Commission and was given approval for the maximum period of 5 years without the need for review. The Shire has continued with a staff training program including inductions for new staff members and updates for all officers throughout the year.

The Shire's electronic records management program SynergySoft has been upgraded and staff are kept informed of new and improved records management tools available for their use, and of their responsibilities relating to record keeping.

Disability Access and Inclusion Report

The Disability Services Act 1993 was amended in December 2003, creating a requirement for public authorities to develop and implement Disability Access and Inclusion Plans (DAIP's).

The Disability Services Commission accepted the Shire of Ashburton's DAIP on 27 September 2006. Council is required to report on the six outcomes relating to DAIPs annually.

Outcome 1 – Service and Events

- People with disabilities have the same opportunities as other people to access the services of, and any event organised by, the public authority.
- Council ensures people with disabilities are provided with access to all Shire events and to access the services of the Shire.

Outcome 2 – Buildings and Other Facilities

- People with disabilities have the same opportunities as other people to access the buildings and facilities of a public authority.
- As part of the Shire of Ashburton's ongoing service delivery, the Shire has provided ramp access from "road pavement to footpath" in all new path construction throughout the Shire. It has also resurfaced uneven paths
- throughout the towns. This is an ongoing project in upgrading pathways around town centres.
- New facilities (eg Onslow Multipurpose Centre) ensure easy access to all users of the facility.

Outcome 3 – Information

- People with disabilities receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it. All people requiring a different format are encouraged to contact any of our Shire offices where staff will be more than willing to assist in providing the information in a suitable format.

Outcome 4 – Level and Quality of Service

- People with disabilities receive the same level and quality of service from staff of a public authority as other people receive from staff of that public authority.
- Employees of the Shire of Ashburton are made aware that people with disabilities may have different needs. Staff are encouraged to ensure that people with disabilities receive the same level and quality of services as other people receive.

Outcome 5 – Complaints Process

- People with disabilities have the same opportunities as other people to make complaints to a public authority.
- People with disabilities are able to make complaints and can do this via written letters, email or verbally to a Shire office.

Outcome 6 – Public Consultation Process

- People with disabilities have the same opportunities as other people to participate in any public consultation by a public authority.
- When reviewing the Shire's DIAP the Shire will conduct a community consultation process which will be advertised in local newspapers and council publications prior to Council endorsing any amendments.
- The Shire's DIAP is amended by Council, both staff and the community will be made aware of the availability of the updated plan via the local media, in our own publications and on our website.
- During the 2010/2011 financial year no amendments to DIAP were made.



Financials

for the year ended 30 June 2012

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SHIRE OF ASHBURTON
FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

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SHIRE OF ASHBURTON

FINANCIAL REPORT

FOR THE YEAR ENDED 30TH JUNE 2012

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

STATEMENT BY CHIEF EXECUTIVE OFFICER

The attached financial report of the Shire of Ashburton being the annual financial report and other information for the financial year ended 30th June 2012 are in my opinion properly drawn up to present fairly the financial position of the Shire of Ashburton at 30th June 2012 and the results of the operations for the financial year then ended in accordance with the Australian Accounting Standards and comply with the provisions of the Local Government Act 1995 and the regulations under that Act.

Signed on the 21 day of December 2012.



Frank Ludovico
Acting Chief Executive Officer

SHIRE OF ASHBURTON
STATEMENT OF COMPERHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30TH JUNE 2012

	NOTE	2012 \$	2012 Budget \$	2011 \$
REVENUE				
Rates	22	10,669,261	9,638,676	8,591,524
Operating Grants, Subsidies and Contributions	28	7,858,655	7,262,109	5,823,701
Fees and Charges	27	11,344,255	18,543,277	8,699,968
Interest Earnings	2(a)	589,693	705,050	921,203
Other Revenue		359,800	396,400	333,285
		<u>30,821,664</u>	<u>36,545,512</u>	<u>24,369,681</u>
EXPENSES				
Employee Costs		(9,151,328)	(9,122,226)	(8,277,811)
Materials and Contracts		(12,465,628)	(23,130,780)	(10,543,361)
Utility Charges		(552,562)	(647,676)	(394,200)
Depreciation on Non-Current Assets	2(a)	(6,802,091)	(6,066,173)	(6,276,077)
Interest Expenses	2(a)	(244,053)	(253,764)	(132,202)
Insurance Expenses		(866,096)	(888,704)	(787,018)
Other Expenditure		(186,831)	(303,308)	(234,055)
		<u>(30,268,589)</u>	<u>(40,412,631)</u>	<u>(26,644,724)</u>
		553,075	(3,867,119)	(2,275,043)
Non-Operating Grants, Subsidies and Contributions	28	4,405,086	35,152,034	2,526,354
Profit on Asset Disposals	20	1,576,410	0	798,434
Loss on Asset Disposal	20	(17,991)	0	(17,210)
		<u>6,516,580</u>	<u>31,284,915</u>	<u>1,032,535</u>
NET RESULT				
		6,516,580	31,284,915	1,032,535
Other Comprehensive Income				
Nil		0	0	0
Total Other Comprehensive Income		<u>0</u>	<u>0</u>	<u>0</u>
TOTAL COMPREHENSIVE INCOME		<u><u>6,516,580</u></u>	<u><u>31,284,915</u></u>	<u><u>1,032,535</u></u>

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

SHIRE OF ASHBURTON
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30TH JUNE 2012

	NOTE	2012 \$	2012 Budget \$	2011 \$
REVENUE				
Governance		304,692	133,100	171,574
General Purpose Funding		17,309,992	13,849,436	14,099,696
Law, Order, Public Safety		143,466	131,364	136,271
Health		237,375	215,002	164,642
Education and Welfare		257,955	363,000	147,191
Housing		58,424	24,000	27,416
Community Amenities		4,707,620	3,500,920	2,688,812
Recreation and Culture		457,261	754,500	613,163
Transport		687,182	1,877,435	406,543
Economic Services		1,398,485	1,637,400	1,440,123
Other Property and Services		5,259,212	14,059,355	4,474,250
	2 (a)	<u>30,821,664</u>	<u>36,545,512</u>	<u>24,369,681</u>
EXPENSES EXCLUDING FINANCE COSTS				
Governance		(3,437,109)	(3,139,293)	(2,634,972)
General Purpose Funding		(461,519)	(433,810)	(284,921)
Law, Order, Public Safety		(676,560)	(751,174)	(786,050)
Health		(512,295)	(482,682)	(396,979)
Education and Welfare		(551,897)	(655,774)	(545,469)
Housing		(492,219)	(196,124)	(519,049)
Community Amenities		(3,753,021)	(3,887,033)	(3,209,009)
Recreation & Culture		(5,483,055)	(5,589,352)	(4,789,964)
Transport		(7,618,192)	(8,519,715)	(7,353,270)
Economic Services		(1,277,537)	(2,857,825)	(1,258,857)
Other Property and Services		(5,761,132)	(13,646,085)	(4,759,508)
	2 (a)	<u>(30,024,536)</u>	<u>(40,158,867)</u>	<u>(26,538,048)</u>
FINANCE COSTS				
Law, Order, Public Safety		(5,050)	(6,058)	(7,078)
Housing		(186,136)	(193,834)	(41,730)
Recreation & Culture		(16,272)	(17,033)	(17,786)
Transport		(36,595)	(36,839)	(40,082)
	2 (a)	<u>(244,053)</u>	<u>(253,764)</u>	<u>(106,676)</u>
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS				
Community Amenities		137,727	1,137,100	9,810
Recreation & Culture		785,147	2,175,674	981,227
Transport		3,482,212	29,339,260	1,535,317
Economic Services		0	1,500,000	0
Other Property and Services		0	1,000,000	0
		<u>4,405,086</u>	<u>35,152,034</u>	<u>2,526,354</u>
PROFIT/(LOSS) ON DISPOSAL OF ASSETS				
Transport		27,632	0	110,497
Other Property and Services		1,530,787	0	670,727
		<u>1,558,419</u>	<u>0</u>	<u>781,224</u>
NET RESULT		<u>6,516,580</u>	<u>31,284,915</u>	<u>1,032,535</u>
Other Comprehensive Income				
Nil		0	0	0
Total Other Comprehensive Income		<u>0</u>	<u>0</u>	<u>0</u>
TOTAL COMPREHENSIVE INCOME		<u><u>6,516,580</u></u>	<u><u>31,284,915</u></u>	<u><u>1,032,535</u></u>

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

**SHIRE OF ASHBURTON
STATEMENT OF FINANCIAL POSITION
AS AT 30TH JUNE 2012**

	NOTE	2012 \$	2011 \$
CURRENT ASSETS			
Cash and Cash Equivalents	3	11,015,503	15,852,111
Trade and Other Receivables	4	4,833,318	2,928,156
Inventories	5	<u>2,980,798</u>	<u>1,165,505</u>
TOTAL CURRENT ASSETS		<u>18,829,619</u>	<u>19,945,772</u>
NON-CURRENT ASSETS			
Other Receivables	4	658	530
Inventories	5	7,785	0
Property, Plant and Equipment	6	36,834,205	33,269,528
Infrastructure	7	<u>91,836,761</u>	<u>86,840,901</u>
TOTAL NON-CURRENT ASSETS		<u>128,679,409</u>	<u>120,110,959</u>
TOTAL ASSETS		<u>147,509,028</u>	<u>140,056,731</u>
CURRENT LIABILITIES			
Trade and Other Payables	8	4,913,600	3,799,290
Long Term Borrowings	9	368,891	347,575
Provisions	10	<u>923,152</u>	<u>740,685</u>
TOTAL CURRENT LIABILITIES		<u>6,205,643</u>	<u>4,887,550</u>
NON-CURRENT LIABILITIES			
Long Term Borrowings	9	3,466,322	3,835,213
Provisions	10	<u>108,938</u>	<u>122,423</u>
TOTAL NON-CURRENT LIABILITIES		<u>3,575,260</u>	<u>3,957,636</u>
TOTAL LIABILITIES		<u>9,780,903</u>	<u>8,845,186</u>
NET ASSETS		<u>137,728,125</u>	<u>131,211,545</u>
EQUITY			
Retained Surplus		129,171,511	119,178,961
Reserves - Cash Backed	11	8,115,252	11,591,222
Reserves - Asset Revaluation	12	<u>441,362</u>	<u>441,362</u>
TOTAL EQUITY		<u>137,728,125</u>	<u>131,211,545</u>

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

**SHIRE OF ASHBURTON
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30TH JUNE 2012**

NOTE	RETAINED SURPLUS \$	RESERVES CASH BACKED \$	ASSET REVALUATION RESERVE \$	TOTAL EQUITY \$
Balance as at 1 July 2010	108,131,080	21,606,568	441,362	130,179,010
Net Result	1,032,535	0	0	1,032,535
Total Other Comprehensive Income	0	0	0	0
Reserve Transfers	10,015,346	(10,015,346)	0	0
	<hr/>	<hr/>	<hr/>	<hr/>
Balance as at 30 June 2011	119,178,961	11,591,222	441,362	131,211,545
Net Result	6,516,580	0	0	6,516,580
Total Other Comprehensive Income	0	0	0	0
Reserve Transfers	3,475,970	(3,475,970)	0	0
	<hr/>	<hr/>	<hr/>	<hr/>
Balance as at 30 June 2012	<u>129,171,511</u>	<u>8,115,252</u>	<u>441,362</u>	<u>137,728,125</u>

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

**SHIRE OF ASHBURTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2012**

	NOTE	2012 \$	2012 Budget \$	2011 \$
Cash Flows From Operating Activities				
Receipts				
Rates		10,561,378	9,700,681	8,503,486
Operating Grants, Subsidies and Contributions		8,291,030	7,518,709	6,256,076
Fees and Charges		9,295,503	20,098,542	9,627,154
Interest Earnings		589,693	705,050	921,203
Goods and Services Tax		2,558,225	604,081	2,630,093
Other Revenue		360,935	396,400	420,189
		<u>31,656,764</u>	<u>39,023,463</u>	<u>28,358,201</u>
Payments				
Employee Costs		(8,919,793)	(9,168,306)	(8,086,355)
Materials and Contracts		(11,375,407)	(22,758,128)	(12,947,260)
Utility Charges		(552,562)	(647,676)	(394,200)
Insurance Expenses		(866,096)	(888,704)	(787,018)
Interest expenses		(291,173)	(253,764)	(119,775)
Goods and Services Tax		(2,694,972)	(716,817)	(2,904,552)
Other Expenditure		(186,831)	(377,287)	(234,055)
		<u>(24,886,834)</u>	<u>(34,810,682)</u>	<u>(25,473,215)</u>
Net Cash Provided By (Used In) Operating Activities	13(b)	<u>6,769,930</u>	<u>4,212,781</u>	<u>2,884,986</u>
Cash Flows from Investing Activities				
Payments for Development of Land Held for Resale		(3,299,730)	(2,958,272)	(673,838)
Payments for Purchase of Property, Plant & Equipment		(5,399,382)	(15,826,875)	(9,270,097)
Payments for Construction of Infrastructure		(12,738,541)	(43,611,819)	(6,843,699)
Payments for Works in Progress		2,546,728	0	(2,345,931)
Non-Operating Grants, Subsidies and Contributions used for the Development of Assets		4,405,086	35,152,034	2,941,604
Proceeds from Sale of Plant & Equipment		3,226,876	12,355,100	1,189,963
		<u>3,226,876</u>	<u>12,355,100</u>	<u>1,189,963</u>
Net Cash Provided By (Used In) Investing Activities		<u>(11,258,963)</u>	<u>(14,889,832)</u>	<u>(15,001,998)</u>
Cash Flows from Financing Activities				
Repayment of Debentures		(347,575)	(355,523)	(149,156)
Proceeds from New Debentures		0	562,000	2,500,000
		<u>0</u>	<u>562,000</u>	<u>2,500,000</u>
Net Cash Provided By (Used In) Financing Activities		<u>(347,575)</u>	<u>206,477</u>	<u>2,350,844</u>
Net Increase (Decrease) in Cash Held		(4,836,608)	(10,470,574)	(9,766,168)
Cash at Beginning of Year		15,852,111	15,906,500	25,618,279
Cash and Cash Equivalents at the End of the Year	13(a)	<u><u>11,015,503</u></u>	<u><u>5,435,926</u></u>	<u><u>15,852,111</u></u>

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

**SHIRE OF ASHBURTON
RATE SETTING STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2012**

	NOTE	2012 \$	2012 Budget \$
REVENUE			
Governance		304,692	133,100
General Purpose Funding		6,640,731	4,210,760
Law, Order, Public Safety		143,466	131,364
Health		237,375	215,002
Education and Welfare		257,955	363,000
Housing		58,424	24,000
Community Amenities		4,845,347	4,638,020
Recreation and Culture		1,242,408	2,930,174
Transport		4,215,017	31,216,695
Economic Services		1,398,485	3,137,400
Other Property and Services		6,789,999	15,059,355
		<u>26,133,899</u>	<u>62,058,870</u>
EXPENSES			
Governance		(3,437,109)	(3,139,293)
General Purpose Funding		(461,519)	(433,810)
Law, Order, Public Safety		(681,610)	(757,232)
Health		(512,295)	(482,682)
Education and Welfare		(551,897)	(655,774)
Housing		(678,355)	(389,958)
Community Amenities		(3,753,021)	(3,887,033)
Recreation & Culture		(5,499,327)	(5,606,385)
Transport		(7,672,778)	(8,556,554)
Economic Services		(1,277,537)	(2,857,825)
Other Property and Services		(5,761,132)	(13,646,085)
		<u>(30,286,580)</u>	<u>(40,412,631)</u>
Net Operating Result Excluding Rates		(4,152,681)	21,646,239
Adjustments for Cash Budget Requirements:			
Non-Cash Expenditure and Revenue			
(Profit)/Loss on Asset Disposals		(1,558,419)	0
Movement in Leave Reserve (Added Back)		5,676	0
Movement in Deferred Pensioner Rates (Non-Current)		(128)	0
Movement in Employee Benefit Provisions (Non-Current)		(13,485)	0
Adjustment for Rounding		0	0
Depreciation on Assets		6,802,091	6,066,173
Capital Expenditure and Revenue			
Purchase Land Held for Resale		(3,299,730)	(2,958,272)
Purchase Work in Progress		2,546,728	0
Purchase Land and Buildings		(3,759,931)	(12,496,799)
Purchase Plant and Equipment		(1,334,310)	(2,838,176)
Purchase Furniture and Equipment		(305,141)	(491,900)
Purchase Infrastructure Assets - Roads		(2,691,635)	(9,390,814)
Purchase Infrastructure Assets - Footpaths		(133,120)	(581,206)
Purchase Infrastructure Assets - Drainage		(547,577)	(1,345,287)
Purchase Infrastructure Assets - Parks & Ovals		(166,506)	(898,000)
Purchase Infrastructure Assets - Other		(9,199,703)	(31,396,512)
Proceeds from Disposal of Assets		3,226,876	12,355,100
Repayment of Debentures		(347,575)	(355,523)
Proceeds from New Debentures		0	562,000
Transfers to Reserves (Restricted Assets)		(498,280)	(3,523,158)
Transfers from Reserves (Restricted Assets)		3,974,250	12,521,537
ADD Estimated Surplus/(Deficit) July 1 B/Fwd		2,950,568	3,485,922
LESS Estimated Surplus/(Deficit) June 30 C/Fwd		2,167,229	0
Amount Required to be Raised from Rates	22	<u>(10,669,261)</u>	<u>(9,638,676)</u>

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

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES

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

(a) Basis of Preparation

The financial report is a general purpose financial statement which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the local Government Act 1995 and accompanying regulations.

The report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of the selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

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

All monies held in the Trust Fund are excluded from the financial statements, but a separate statement of those monies appears at Note 19 to these financial statements.

(c) Goods and Services Tax

Revenues, expenses and assets capitalised are stated net of any GST recoverable.

Receivables and payables in the statement of financial position are stated inclusive of applicable GST. The net amount of GST recoverable from, or payable to the ATO, is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to the ATO, are presented as operating cash flows.

(d) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are shown as short term borrowings in current liabilities on the statement of financial position.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(e) Trade and Other Receivables

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

(f) Inventories

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until Finance costs and holding charges incurred after development is completed are expensed.

Revenue arising from the sale of property is recognised in the statement of comprehensive income as at the time of signing an unconditional contract of sale.

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

(g) Fixed Assets

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

Initial Recognition

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

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

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(g) Fixed Assets (Continued)

Revaluation

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset.

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

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

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

Land under Roads

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

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB1051 - Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

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

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

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

Depreciation of Non-Current Assets

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

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

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(g) Fixed Assets (Continued)

Depreciation of Non-Current Assets (Continued)

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

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and	
major re-surfacing	
- bituminous seals	20 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	12 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Bridges	
steel/concrete	80 years
Footpaths - slab	40 years

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

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

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

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

Capitalisation Threshold

Expenditure under the thresholds listed below is not capitalised. Rather, it is recorded on an asset inventory listing.

- Land	Nil (All Land Capitalised)
- Buildings	2,000
- Plant & Equipment	2,000
- Furniture & Equipment	2,000
- Infrastructure	5,000

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Financial Instruments

Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or at cost.

Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments;
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
- (d) less any reduction for impairment.

The effective interest rate method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

(i) Financial assets at fair value through profit and loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Financial Instruments (Continued)

Classification and Subsequent Measurement (Continued)

(ii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments and fixed maturities that the Council's management has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost.

Held-to-maturity investments are included in current assets where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current.

(iv) Available-for-sale financial assets

Available-for-sale financial assets, are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable.

They are subsequently measured at fair value with changes in such fair value (ie gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain or loss pertaining to the asset previously recognised in other comprehensive income, is reclassified into profit or loss.

Available-for-sale financial assets are included in current assets where they are expected to be sold within 12 months after the end of the reporting period. All other financial assets are classified as non-current.

(v) Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Impairment

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in profit or loss. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified into profit or loss at this point.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Financial Instruments (Continued)

Classification and Subsequent Measurement (Continued)

Derecognition

Financial assets are derecognised where the contractual rights to receipt of cash flows expire or the asset is transferred to another party whereby the Council no longer has any significant continued involvement in the risks and benefits associated with the asset.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expire. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

(i) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another standard (eg AASB 116). Any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other standard.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

(j) Trade and Other Payables

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

(k) Employee Benefits

Provision is made for the Council's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled. Employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for the benefits. In determining the liability, consideration is given to the employee wage increases and the probability the employee may not satisfy vesting requirements. Those cash flows are discounted using market yields on national government bonds with terms to maturity matching the expected timing of cash flows.

(l) Borrowing Costs

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

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Provisions

Provisions are recognised when:

- a) the Council has a present legal or constructive obligation as a result of past events;
- b) for which it is probable that an outflow of economic benefits will result; and
- c) that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

(n) Leases

Leases of fixed assets, where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the Council, are classified as finance leases.

Finance leases are capitalised recording an asset and a liability at the lower amounts equal to the fair value of the leased property or the present value of the minimum lease payments, including any guaranteed residual values. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Leased assets are depreciated on a straight line basis over the shorter of their estimated useful lives or the lease term.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

Lease incentives under operating leases are recognised as a liability and amortised on a straight line basis over the life of the lease term.

(o) Joint Venture

The Council's interest in a joint venture has been recognised in the financial statements by including its share of any assets, liabilities, revenues and expenses of the joint venture within the appropriate line items of the financial statement. Information about the joint venture is set out in Note 16.

The Council's interest in joint venture entities are recorded using the equity method of accounting in the financial report.

When the Council contributes assets to the joint venture or if the Council purchases assets from the joint venture, only the portion of gain or loss not attributable to the Council's share of the joint venture shall be recognised. The Council recognises the full amount of any loss when the contribution results in a reduction in the net realisable value of current assets or an impairment loss.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in a particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in Note 2(c). That note also discloses the amount of contributions recognised as revenues in a previous reporting period which were obtained in respect of the local government's operation for the current reporting period.

(q) Superannuation

The Council contributes to a number of superannuation funds on behalf of employees. All funds to which the Council contributes are defined contribution plans.

(r) Current and Non-Current Classification

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

(s) Rounding Off Figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar.

(t) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

(u) Budget Comparative Figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet effective have not been adopted by the Council for the annual reporting period ending 30 June 2012.

Council's assessment of these new standards and interpretations is set out below:

	Title and Topic	Issued	Applicable (*)	Impact
(i)	AASB 9 – Financial Instruments	December 2009	01 January 2013	Nil – The objective of this Standard is to improve and simplify the approach for classification and measurement of financial assets compared with the requirements of AASB 139. Given the nature of the financial assets of the Council, it is not anticipated the standard will have any material effect.
(ii)	AASB 1053 - Application of Tiers of Australian Accounting Standards	June 2010	01 July 2013	Nil - Due to its nature and statutory requirements the Council will be deemed a Tier 1 entity and will continue to prepare general purpose financial statements.
(iii)	AASB 2009– 11 Amendments to Australian Accounting Standards arising from AASB 9 [AASB 1, 3, 4, 5, 7, 101, 102, 108, 112, 118, 121, 127, 128, 131, 132, 136, 139, 1023 & 1038 and Interpretations 10 & 12)	December 2009	01 January 2013	Nil – The revisions embodied in this standard give effect to the consequential changes arising from the issuance of AASB 9 which is not anticipated to have any material

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods (Continued)

Title and Topic	Issued	Applicable (*)	Impact
(iv) AASB 2010 - 2 Amendments to Australian Accounting Standards arising from Reduced Disclosure Requirements [AASB 1, 2, 3, 5, 7, 8, 101, 102, 107, 108, 110, 111, 112, 116, 117, 119, 121, 123, 124, 127, 128, 131, 133, 134, 136, 137, 138, 140, 141, 1050, & 1052 and Interpretations 2, 4, 5, 15, 17, 127, 129 & 1052]	June 2010	01 July 2013	Nil - None of these amendments will have any effect on the financial report as the standard does not apply in the case of general purpose financial statements.
(v) AASB 2010 – 7 Amendments to Australian Accounting Standards arising from AASB 9 (December 2010) [AASB 1, 3, 4, 5, 7, 101, 102, 108, 112, 118, 120, 121, 127, 128, 131, 132, 136, 137, 139, 1023 & 1038 and Interpretations 2, 5, 10, 12, 19 & 127]	December 2010	01 January 2013	Nil – The revisions embodied in this standard give effect to the consequential changes arising from the issuance of AASB 9 which is not anticipated to have any material effect on the Council (refer (i) above).
(vi) AASB 2010 - 8 Amendments to Australian Accounting Standards - Deferred Tax: Recovery of Underlying Assets [AASB 112]	December 2010	01 January 2012	Nil - None of these amendments will have any effect on the financial report as none of the topics are relevant to the operations of the Council.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods (Continued)

Title and Topic	Issued	Applicable (*)	Impact
(vii) AASB 2010 - 10 Further Amendments to Australian Accounting Standards - Removal of Fixed Dates for First-time Adopters [AASB 2009 - 11 & 2010 - 7]	December 2010	01 January 2013	Nil - None of these amendments will have any effect on the financial report as none of the topics are relevant to the operations of the Council.
AASB 2011 - 2 Amendments to Australian Accounting Standards - Arising from the Trans-Tasman Consequence Project - Reduced Disclosure Requirements. [AASB 101 & 1054]	May 2011	01 July 2013	
AASB 2011 - 3 Amendments to Australian Accounting Standards - Orderly Adoption of Changes to ABS GFS manual and related Amendments. [AASB 1049]	May 2011	01 July 2012	
AASB 2011 - 6 Amendments to Australian Accounting Standards - Extending Relief from Consolidation, the Equity Method and Proportionate Consolidation - Reduced Disclosure Requirements [AASB 127,128 & 131]	July 2011	01 July 2013	

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods (Continued)

Title and Topic	Issued	Applicable (*)	Impact
(viii) AASB 10 - Consolidated Financial Statements, AASB 11 - Joint Arrangements, AASB 12 - Disclosure of Interests in Other Entities, AASB 127 -Separate Financial Statements, AASB 128 - Investments in Associates and Joint Ventures, AASB 2011 - 7 Amendments to Australian Accounting Standards arising from the Consolidation and Joint Arrangement Standards [AASB 1, 2, 3, 5, 7, 9, 2009-11, 101, 107, 112, 118, 121, 124, 132, 133, 136, 138, 139, 1023 & 1038 and Interpretations 5, 9, 16 & 17]	August 2011	01 January 2013	Nil - None of these, except for AASB 128 , are expected to have significant application to the operations of the Council. With respect to AASB 128, where the Council has an interest in a Joint Venture, the requirements of AASB 128 supercede those of the current Joint Venture Standard AASB 131. The new standard more clearly defines the accounting treatment and disclosure in relation to it. Due to the nature of the Joint Venture, it is not expected to have a significant impact on the Council.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods (Continued)

Title and Topic	Issued	Applicable (*)	Impact
(ix) AASB 13 - Fair Value Measurement, AASB 2011 - 8 Amendments to Australian Accounting Standards arising from AASB 13 [AASB 1, 2, 3, 4, 5, 7, 9, 2009-11, 2010-7, 101, 102, 108, 110, 116, 117, 118, 119, 120, 121, 128, 131, 132, 133, 134, 136, 138, 139, 140, 141, 1004, 1023 & 1038 and Interpretations 2, 4, 12, 13, 14, 17, 19, 131 & 132]	September 2011	01 January 2013	AASB 13 defines fair value, establishes a framework for measuring fair value and requires disclosures about fair value measurements. AASB 13 requires inputs to all fair value measurements to be categorised in accordance with fair value hierarchy. AASB 13 also requires enhanced disclosures regarding all assets and liabilities (including, but not limited to, financial assets and financial liabilities) measured at fair value. AASB 13 will have particular relevance to the process of the Council adopting fair value methodology in relation to its fixed assets as mandated from 1 July 2012. Apart from the changes in value in relation to assets to be revalued (which are mandated by legislation and not changes to the standard) it is not expected to significantly impact the Council as the framework embodied in AASB 13 does not differ significantly from that which is present in existing standards. The amendments to the legislation requires the phasing in of fair value in relation to fixed assets over the three years from 1 July 2012. It is not possible to estimate the likely amount of any revaluations.
(x) AASB 2011 - 9 Amendments to Australian Accounting Standards - Presentation of Items of Other Comprehensive Income [AASB 1, 5, 7, 101, 112, 120, 121, 132, 133, 134, 1039 & 1049]	September 2011	01 July 2013	The main change embodied in this standard is the requirement to group items presented in other comprehensive income on the basis of whether they are potentially reclassifiable to profit or loss subsequently. It effects presentation only and is not expected to significantly impact the Council.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(v) New Accounting Standards and Interpretations for Application in Future Periods (Continued)

Title and Topic	Issued	Applicable (*)	Impact
(xi) AASB 119 - Employee Benefits, AASB 2011 - 10 Amendments to Australian Accounting Standards arising from AASB 119 [AASB 1, 8, 101, 124, 134, 1049 & 2011-8 and Interpretation 14]	September 2011	01 January 2013	The changes in relation to defined benefit plans contained in this standard are not expected to significantly impact the Council nor are the changes to AASBs in relation to termination benefits.
(xii) AASB 2011-11 Amendments to AASB 119 (September 2011) arising from Reduced Disclosure Requirements	September 2011	01 July 2013	Nil – None of these amendments will have any effect on the financial report as none of the topics are relevant to the operations of the Council.
AASB 2011 – 12 Amendments to Australian Accounting Standards arising from Interpretation 20 [AASB 1]	November 2011	01 January 2013	
AASB 2011 – 13 Amendments to Australian Accounting Standards – Improvements to AASB 1049	December 2011	01 July 2012	

Notes:

(*) Applicable to reporting periods commencing on or after the given date.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(w) Adoption of New and Revised Accounting Standards

During the current year, the Council adopted all of the new and revised Australian Accounting Standards and Interpretations which became mandatory and which were applicable to its operations.

These new and revised standards were:

- AASB 124
- AASB 1054
- AASB 2009 - 12
- AASB 2009 - 14
- AASB 2010 - 4
- AASB 2010 - 5
- AASB 2010 - 6
- AASB 2010 - 9
- AASB 2011 - 1

The standards adopted had a minimal effect on the accounting and reporting practices of the Council as they were either largely editorial in nature, were revisions to help ensure consistency with presentation, recognition and measurement criteria of IFRSs or related to topics not relevant to operations.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES	2012	2011	
	\$	\$	
(a) Net Result			
The Net Result includes:			
(i) Charging as an Expense:			
Auditors Remuneration			
During the year the following fees were paid or payable for services provided by the following auditors' of the Shire:			
<i>BDO Audit (WA) Pty Ltd</i>			
Audit and review of Financial Report	17,500	7,589	
<i>Leonie Bailey</i>			
Audit and review of grant acquittals	0	900	
 Depreciation			
Buildings	614,751	505,855	
Furniture and Equipment	197,814	120,390	
Plant and Equipment	737,274	691,042	
Roads	4,687,451	4,490,806	
Footpaths	69,914	60,632	
Drainage	153,882	153,882	
Parks	86,020	88,036	
Other	254,985	165,434	
	<u>6,802,091</u>	<u>6,276,077</u>	
 Interest Expenses (Finance Costs)			
Debentures (<i>refer Note 21(a)</i>)	244,053	132,202	
	<u>244,053</u>	<u>132,202</u>	
 Rental Charges			
- Operating Leases	3,696	4,032	
	<u>3,696</u>	<u>4,032</u>	
 (ii) Crediting as Revenue:	2012	2012	2011
	\$	Budget	\$
		\$	
Interest Earnings			
Investments			
- Reserve Funds	442,699	600,000	806,643
- Other Funds	105,148	60,000	70,365
Other Interest Revenue (<i>refer note 26</i>)	41,846	45,050	44,195
	<u>589,693</u>	<u>705,050</u>	<u>921,203</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES (Continued)

(b) Statement of Objective

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

Council operations as disclosed in this financial report encompasses the following service orientated programs which it has established.

GOVERNANCE

Administration and operation of facilities and services to members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.

GENERAL PURPOSE FUNDING

Rates, general purpose grants and interest on investments.

LAW, ORDER, PUBLIC SAFETY

Supervision of various local laws, fire prevention, emergency services and animal control.

HEALTH

Food control, maintenance & contribution to health services & facilities, aboriginal health.

EDUCATION AND WELFARE

Maintenance of pre-school facilities & donations to schools. Maintenance of Senior Citizens Homes, Day Care Centre, assistance to welfare groups. Aged & Disabled services, Home and Community Care and Respite Care programs.

HOUSING

Maintenance of staff and rental housing.

COMMUNITY AMENITIES

Rubbish collection services, maintenance of refuse sites, control & co-ordination of cemeteries, administration of town planning schemes & other community/environmental services. Heritage issues relating to old Onslow.

RECREATION AND CULTURE

Maintenance of halls, sporting facilities, parks & associated facilities & provision of library services in Tom Price, Onslow, Pannawonica & Paraburdoo.

TRANSPORT

Construction and maintenance of roads, drainage, footpaths, parking facilities, traffic & street signs. Operation of Onslow airport.

ECONOMIC SERVICES

Noxious weeds & vermin control, tourism & area promotion including management of tourist bureau, building control.

OTHER PROPERTY & SERVICES

Public works overheads, plant operating costs & other unclassified works.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES (Continued)

(c) Conditions Over Grants/Contributions

Grant/Contribution	Function/ Activity	Opening Balance (@) 1-Jul-10 \$	Received (+) 2010/11 \$	Expended (#) 2010/11 \$	Closing Balance (@) 30-Jun-11 \$	Received (+) 2011/12 \$	Expended (#) 2011/12 \$	Closing Balance 30-Jun-12 \$
Grants for Aboriginal Environmental Health National Disaster Mitigation Funds 2006-07	Law, Order & Public Safety	(62,764)	108,108	(67,284)	(21,940)	167,432	(102,565)	42,927
Pilbara Development Commission - Multi Purpose Complex	Recreation & Culture	90,909	0	(90,909)	0	0	0	0
Onslow Salt - Onslow Cemetery Niche Wall & Beautification	Recreation & Culture	499,000	0	(499,000)	0	0	0	0
Country Local Government Fund - Tom Price Town Centre Revitalisation	Community Amenities	20,000	0	0	20,000 (*)	0	(20,000)	0
Country Local Government Fund - Onslow Multi Purpose Centre / Sporting Precinct	Community Amenities	9,455,684 (*)	0	(4,490,009)	4,965,675 (*)	0	(3,431,414)	1,534,261 (*)
Interest on Country Local Government Funding	Recreation & Culture	3,976,620	0	(3,976,620)	0	0	0	0
Country Local Government Fund - Various Projects	Recreation & Culture	620,662	690,149	(323,007)	987,804 (*)	438,293	0	1,426,097 (*)
Dept of Regional Development - Forward Capital Works Plan	Recreation & Culture	478,638	0	(478,638)	0	0	0	0
Dept of Regional Development - Tom Price Civic Centre Refurbishment	Governance	35,000	0	(35,000)	0	0	0	0
	Recreation & Culture	237,300	0	(127,147)	110,153 (*)	0	(84,574)	25,579 (*)

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES (Continued)

(c) Conditions Over Grants/Contributions (Continued)

Grant/Contribution	Function/ Activity	Opening Balance (@) 1-Jul-10 \$	Received (+) 2010/11 \$	Expended (#) 2010/11 \$	Closing Balance (@) 30-Jun-11 \$	Received (+) 2011/12 \$	Expended (#) 2011/12 \$	Closing Balance 30-Jun-12 \$
Dept of Regional Development - Tom Price Sports Pavillion	Recreation & Culture	4,014,600	350,580	(301,299)	4,063,881 (*)	0	(138,130)	3,925,751 (*)
Dept of Regional Development - Tom Price Netball/Basketball Courts	Recreation & Culture	353,250	0	(57,807)	295,443 (*)	0	(8,795)	286,648 (*)
Dept of Regional Development - Minga Oval (Area W) Lights	Recreation & Culture	356,850	(350,580)	(6,270)	0	0	0	0
Pilbara Development Commission - Tom Price Sports Pavillion	Recreation & Culture	175,000	0	(175,000)	0	0	0	0
Regional Development Assistance Program - Onslow Community Garden	Recreation & Culture	10,850	0	(10,850)	0	0	0	0
Dept of Environment and Conservation - Fortesque Carpark	Transport	40,000	0	(40,000)	0	0	0	0
MRWA - Black Spot Funding	Transport	80,010	0	(80,010)	0	0	0	0
Chevron - Onslow Community Garden	Community Amenities	0	38,385	0	38,385	3,254	(27,193)	14,446
Dept of Regional Development - Financial Planning Capacity Building	Governance	0	30,000	0	30,000	0	(30,000)	0
Pilbara Iron - Pool	Recreation & Culture	0	34,808	0	34,808	0	(34,808)	0
Blanket/Reels - Paraburdoo Pool	Recreation & Culture	0	34,808	0	34,808	0	(34,808)	0
RLCIP Funding - Tom Price Sports Pavilion	Recreation & Culture	0	108,000	0	108,000	108,000	0	216,000

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES (Continued)

(c) Conditions Over Grants/Contributions (Continued)

Grant/Contribution	Function/ Activity	Opening Balance (@) 1-Jul-10 \$	Received (+) 2010/11 \$	Expended (#) 2010/11 \$	Closing Balance (@) 30-Jun-11 \$	Received (+) 2011/12 \$	Expended (#) 2011/12 \$	Closing Balance 30-Jun-12 \$
Dept of Agriculture & Food - Dry Seasons Grant	Recreation & Culture	0	20,000	0	20,000	0	(20,000)	0
Various Contributions - Passion of the Pilbara	Recreation & Culture	0	1,812	0	1,812	71,606	(73,418)	0
NAIDOC - NAIDOC Week	Recreation & Culture	0	11,503	0	11,503	10,000	(21,503)	0
MRWA - Regional Road Group Funding	Transport	0	20,271	0	20,271	508,000	0	528,271
DOTARS - Roads to Recovery Funding	Transport	0	0	0	0	300,663	(192,792)	107,871
Pilbara Iron - Paraburdoo Junior Area	Community Amenities	0	0	0	0	104,546	0	104,546
Chevron - Onslow Visioning Project	Community Amenities	0	0	0	0	162,414	(144,294)	18,120
Pilbara Iron - Thermal Pool Blankets & Reels (Tom Price)	Recreation & Culture	0	0	0	0	56,000	0	56,000
Crime Prevention Grant - Graffiti Removal	Recreation & Culture	0	0	0	0	14,342	0	14,342
Chevron - Tennis Equipment	Recreation & Culture	0	0	0	0	1,000	(895)	105
Chevron - Storage Shed Town Hall	Recreation & Culture	0	0	0	0	5,000	(4,877)	123
Pilbara Iron - Tom Price Sporting Precinct	Recreation & Culture	0	0	0	0	600,000	0	600,000
Chevron - Onslow Goods Shed	Recreation & Culture	0	0	0	0	5,000	(3,091)	1,909

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2. REVENUE AND EXPENSES (Continued)

(c) Conditions Over Grants/Contributions (Continued)

<u>Grant/Contribution</u>	<u>Function/ Activity</u>	<u>Opening Balance (@) 1-Jul-10 \$</u>	<u>Received (+) 2010/11 \$</u>	<u>Expended (#) 2010/11 \$</u>	<u>Closing Balance (@) 30-Jun-11 \$</u>	<u>Received (+) 2011/12 \$</u>	<u>Expended (#) 2011/12 \$</u>	<u>Closing Balance 30-Jun-12 \$</u>
Chevron - Seniors Workshops	Recreation & Culture	0	0	0	0	5,000	(809)	4,191
Pilbara Iron - Paraburdoo								
Speed Check Signs	Transport	0	0	0	0	21,164	(14,737)	6,427
Total		<u><u>20,381,609</u></u>	<u><u>1,063,036</u></u>	<u><u>(10,758,850)</u></u>	<u><u>10,685,795</u></u>	<u><u>2,581,714</u></u>	<u><u>(4,353,895)</u></u>	<u><u>8,913,614</u></u>

Notes:

(@) - Grants/contributions recognised as revenue in a previous reporting period which were not expended at the close of the previous reporting period.

(+) - New grants/contributions which were recognised as revenues during the reporting period and which had not yet been fully expended in the manner specified by the contributor.

(#) - Grants/contributions which had been recognised as revenue in a previous reporting period or received in the current reporting period and which were expended in the current reporting period in the manner specified by the contributor.

(*) - These unspent contributions were held in a reserve fund called Unspent Grants and Contributions at the end of June 2011 and at the end of June 2012.

	2012	2011
	\$	\$
Unspent Grants not transferred to reserve as at 30 June	1,715,278	242,839

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

	2012	2011
	\$	\$
3. CASH AND CASH EQUIVALENTS		
Cash on Hand - (Unrestricted)	3,970	3,430
Cash at Bank - Municipal	2,896,281	4,257,459
Restricted - Reserves	<u>8,115,252</u>	<u>11,591,222</u>
	<u><u>11,015,503</u></u>	<u><u>15,852,111</u></u>
Cash at Bank - Municipal		
Unrestricted Cash	(341,739)	1,514,620
Restricted Cash - Unspent Grants (refer note 2 (c))	1,715,278	242,839
Restricted Cash - Unspent Loans (refer note 21 (c))	<u>1,522,742</u>	<u>2,500,000</u>
	<u><u>2,896,281</u></u>	<u><u>4,257,459</u></u>
The following restrictions have been imposed by regulations or other externally imposed requirements:		
Employee Benefit Reserve	153,111	147,435
Plant Replacement Reserve	116,284	85,974
Infrastructure Reserve	206,493	198,839
Housing Reserve	357,441	344,192
Onslow Community Infrastructure Reserve	35,026	33,728
Onslow Emergency Evacuation Building Reserve	0	235,428
Property Development Reserve	48,560	46,760
Town Centre Re-development Reserve	0	43,180
Onslow Aerodrome Reserve	0	12,730
Unspent Grants and Contributions Reserve	<u>7,198,337</u>	<u>10,442,956</u>
	<u><u>8,115,252</u></u>	<u><u>11,591,222</u></u>
4. TRADE AND OTHER RECEIVABLES		
Current		
Rates Outstanding	156,275	140,331
Sundry Debtors	3,389,046	2,625,973
GST Receivable	231,884	95,137
Prepayments	72,185	27,902
Accrued Income	1,038,084	134,607
Provision for Doubtful Debts	<u>(54,156)</u>	<u>(95,794)</u>
	<u><u>4,833,318</u></u>	<u><u>2,928,156</u></u>
Non-Current		
Rates Outstanding - Pensioners	658	530
	<u><u>658</u></u>	<u><u>530</u></u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

	2012	2011
	\$	\$
5. INVENTORIES		
Current		
Fuel and Materials	12,644	23,746
Tourist Bureau Stock	104,659	130,319
Land Held for Resale - Cost		
Cost of Acquisition	207,123	310,684
Development Costs	2,656,372	700,756
	<u>2,980,798</u>	<u>1,165,505</u>
Non-Current		
Land Held for Resale - Cost		
Cost of Acquisition	0	0
Development Costs	7,785	0
	<u>7,785</u>	<u>0</u>
6. PROPERTY, PLANT AND EQUIPMENT		
Land and Buildings - Cost	36,369,669	32,609,738
Less Accumulated Depreciation	<u>(5,935,663)</u>	<u>(5,320,912)</u>
	30,434,006	27,288,826
Furniture and Equipment - Cost	1,762,907	1,637,064
Less Accumulated Depreciation	<u>(1,055,841)</u>	<u>(1,036,190)</u>
	707,066	600,874
Plant and Equipment - Cost	9,555,744	8,885,146
Less Accumulated Depreciation	<u>(4,416,952)</u>	<u>(4,115,958)</u>
	5,138,792	4,769,188
Works in Progress	<u>554,341</u>	<u>610,640</u>
	<u>36,834,205</u>	<u>33,269,528</u>

Whilst none of the above assets are subject to a policy of regular revaluation, they are subject to an annual assessment as to whether there is any indication an asset may have been impaired in accordance with AASB 136 'Impairment of Assets'.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

6. PROPERTY, PLANT AND EQUIPMENT (Continued)

Movements in Carrying Amounts

The following represents the movement in the carrying amounts of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land & Buildings \$	Furniture & Equipment \$	Plant & Equipment \$	Works in Progress \$	Total \$
Balance as at 1 July 2011	27,288,826	600,874	4,769,188	610,640	33,269,528
Additions	3,759,931	305,141	1,334,310	(56,299)	5,343,083
(Disposals)	0	(1,135)	(227,432)	0	(228,567)
Depreciation (Expense)	(614,751)	(197,814)	(737,274)	0	(1,549,839)
Balance as at 30 June 2012	<u>30,434,006</u>	<u>707,066</u>	<u>5,138,792</u>	<u>554,341</u>	<u>36,834,205</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2010

	2012	2011
	\$	\$
7. INFRASTRUCTURE		
Roads - Cost	109,918,097	107,226,462
Less Accumulated Depreciation	<u>(49,456,051)</u>	<u>(44,768,600)</u>
	60,462,046	62,457,862
Footpaths - Cost	2,964,175	2,831,055
Less Accumulated Depreciation	<u>(1,226,880)</u>	<u>(1,156,966)</u>
	1,737,295	1,674,089
Drainage - Cost	11,658,737	11,111,160
Less Accumulated Depreciation	<u>(3,436,917)</u>	<u>(3,283,035)</u>
	8,221,820	7,828,125
Parks & Ovals - Cost	4,428,184	4,261,678
Less Accumulated Depreciation	<u>(2,419,890)</u>	<u>(2,333,870)</u>
	2,008,294	1,927,808
Other Infrastructure - Cost	17,547,410	8,347,707
Less Accumulated Depreciation	<u>(1,130,060)</u>	<u>(875,075)</u>
	16,417,350	7,472,632
Works in Progress	<u>2,989,956</u>	<u>5,480,385</u>
	<u>91,836,761</u>	<u>86,840,901</u>

Whilst none of the above assets are subject to a policy of regular revaluation, they are subject to an annual assessment as to whether there is any indication an asset may have been impaired in accordance with AASB 136 '*Impairment of Assets*'.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

7. INFRASTRUCTURE (Continued)

Movements in Carrying Amounts

The following represents the movement in the carrying amounts of each class of infrastructure between the beginning and the end of the current financial year.

	Roads	Footpaths	Drainage	Parks and Ovals	Other Infrastructure	Works in Progress	Total
	\$	\$	\$	\$	\$	\$	\$
Balance as at 1 July 2011	62,457,862	1,674,089	7,828,125	1,927,808	7,472,632	5,480,385	86,840,901
Additions	2,691,635	133,120	547,577	166,506	9,199,703	(2,490,429)	10,248,112
Depreciation (Expense)	(4,687,451)	(69,914)	(153,882)	(86,020)	(254,985)	0	(5,252,252)
Balance as at 30 June 2012	<u>60,462,046</u>	<u>1,737,295</u>	<u>8,221,820</u>	<u>2,008,294</u>	<u>16,417,350</u>	<u>2,989,956</u>	<u>91,836,761</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

2012 **2011**
\$ **\$**

8. TRADE AND OTHER PAYABLES

Current

Sundry Creditors	3,809,985	3,109,408
PAYG Payable	165,327	130,803
Income Received in Advance	125,000	125,000
ESL Liability	1,431	296
FBT Liability	23,725	87,094
Accrued Expenses	451,107	108,469
Accrued Interest on Loans	33,378	36,215
Accrued Salaries and Wages	303,647	202,005
	<u>4,913,600</u>	<u>3,799,290</u>

9. LONG-TERM BORROWINGS

Current

Secured by Floating Charge Debentures	<u>368,891</u>	<u>347,575</u>
	<u>368,891</u>	<u>347,575</u>

Non-Current

Secured by Floating Charge Debentures	<u>3,466,322</u>	<u>3,835,213</u>
	<u>3,466,322</u>	<u>3,835,213</u>

Additional detail on borrowings is provided in Note 21.

10. PROVISIONS

Current

Provision for Annual Leave	663,551	574,714
Provision for Long Service Leave	259,601	165,971
	<u>923,152</u>	<u>740,685</u>

Non-Current

Provision for Long Service Leave	108,938	122,423
	<u>108,938</u>	<u>122,423</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

	2012 \$	2012 Budget \$	2011 \$
11. RESERVES - CASH BACKED			
(a) Employee Benefits Reserve			
Opening Balance	147,435	147,435	141,122
Amount Set Aside / Transfer to Reserve	5,676	158,603	6,313
Amount Used / Transfer from Reserve	0	0	0
	<u>153,111</u>	<u>306,038</u>	<u>147,435</u>
(b) Plant Replacement Reserve			
Opening Balance	85,974	85,974	82,292
Amount Set Aside / Transfer to Reserve	30,310	417,016	3,682
Amount Used / Transfer from Reserve	0	(80,000)	0
	<u>116,284</u>	<u>422,990</u>	<u>85,974</u>
(c) Infrastructure Reserve			
Opening Balance	198,839	198,839	190,323
Amount Set Aside / Transfer to Reserve	7,654	1,522,760	8,516
Amount Used / Transfer from Reserve	0	(841,075)	0
	<u>206,493</u>	<u>880,524</u>	<u>198,839</u>
(d) Housing Reserve			
Opening Balance	344,192	344,192	329,450
Amount Set Aside / Transfer to Reserve	13,249	370,083	14,742
Amount Used / Transfer from Reserve	0	(140,000)	0
	<u>357,441</u>	<u>574,275</u>	<u>344,192</u>
(e) Onslow Community Infrastructure Reserve			
Opening Balance	33,728	33,728	32,283
Amount Set Aside / Transfer to Reserve	1,298	1,968	1,445
Amount Used / Transfer from Reserve	0	0	0
	<u>35,026</u>	<u>35,696</u>	<u>33,728</u>
(f) Onslow Emergency Evacuation Building Reserve			
Opening Balance	235,428	235,428	225,345
Amount Set Aside / Transfer to Reserve	0	0	10,083
Amount Used / Transfer from Reserve	(235,428)	(235,428)	0
	<u>0</u>	<u>0</u>	<u>235,428</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

	2012 \$	2012 Budget \$	2011 \$
11. RESERVES - CASH BACKED (Continued)			
(g) Property Development Reserve			
Opening Balance	46,760	46,760	427,626
Amount Set Aside / Transfer to Reserve	1,800	502,728	19,134
Amount Used / Transfer from Reserve	0	0	(400,000)
	<u>48,560</u>	<u>549,488</u>	<u>46,760</u>
(h) Town Centre Redevelopment Reserve			
Opening Balance	43,180	43,180	41,331
Amount Set Aside / Transfer to Reserve	0	0	1,849
Amount Used / Transfer from Reserve	(43,180)	(43,180)	0
	<u>0</u>	<u>0</u>	<u>43,180</u>
(i) Onslow Aerodrome Reserve			
Opening Balance	12,730	12,730	12,185
Amount Set Aside / Transfer to Reserve	0	0	545
Amount Used / Transfer from Reserve	(12,730)	(12,730)	0
	<u>0</u>	<u>0</u>	<u>12,730</u>
(j) Unspent Grants and Contributions Reserve			
Opening Balance	10,442,956	11,981,922	20,124,611
Amount Set Aside / Transfer to Reserve	438,293	550,000	850,385
Amount Used / Transfer from Reserve	(3,682,912)	(11,169,124)	(10,532,040)
	<u>7,198,337</u>	<u>1,362,798</u>	<u>10,442,956</u>
TOTAL CASH BACKED RESERVES	<u><u>8,115,252</u></u>	<u><u>4,131,809</u></u>	<u><u>11,591,222</u></u>

All of the cash backed reserve accounts are supported by money held in financial institutions and match the amounts shown as restricted cash in Note 3.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

11. RESERVES - CASH BACKED (Continued)

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

Employee Benefits Reserve

- To contribute towards funding the Council's liability for payments of employee benefits owing to staff and taken either as leave or paid upon termination of their employment.

Plant Replacement Reserve

- To provide an optimum level of cash reserves for funding the Council heavy machinery replacement program on a five year rolling basis.

Infrastructure Reserve

- To provide funds for provision and maintenance of new and existing infrastructure assets throughout the Shire.

Housing Reserve

- To provide funds to assist the Council to maintain and improve Council housing stock in accordance with the Housing Asset Management Plan.

Onslow Community Infrastructure Reserve

- To provide funds for the development of community facilities in Onslow.

Onslow Emergency Evacuation Building Reserve

- To provide for the construction and fitting out of an emergency evacuation facility for the joint use by the emergency services in Onslow.

Property Development Reserve

- To provide funds to assist the Council in purchasing, developing and selling property to stimulate economic development.

Town Centre Redevelopment Reserve

- To provide funds to develop and implement a plan to redevelop the Tom Price town centre.

Onslow Aerodrome Reserve

- To provide funds for the upgrading and modifications to the Onslow aerodrome.

Unspent Grants and Contributions Reserve

- To preserve unspent Grant and ongoing Capital Works Funds

12. RESERVES - ASSET REVALUATION

**2012
\$**

**2011
\$**

Asset revaluation reserves have arisen on revaluation of the following classes of assets:

Roads

Balance as at 1 July 2011	441,362	441,362
Revaluation Increment	0	0
Revaluation Decrement	0	0
Balance as at 30 June 2012	441,362	441,362
 TOTAL ASSET REVALUATION RESERVES	 441,362	 441,362

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

13. NOTES TO THE STATEMENT OF CASH FLOWS

(a) Reconciliation of Cash

For the purposes of the statement of cash flows, cash includes cash on hand and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to the related items in the statement of financial position as follows:

	2012 \$	2012 Budget \$	2011 \$
Cash and Cash Equivalents	<u>11,015,503</u>	<u>5,435,926</u>	<u>15,852,111</u>
(b) Reconciliation of Net Cash Provided By Operating Activities to Net Result			
Net Result	6,516,580	31,284,915	1,032,535
Depreciation	6,802,091	6,066,173	6,276,077
(Profit)/Loss on Sale of Asset	(1,558,419)	0	(781,224)
(Increase)/Decrease in Receivables	(1,905,290)	1,854,873	1,580,123
(Increase)/Decrease in Inventories	36,762	2,022	(16,417)
Increase/(Decrease) in Payables	1,114,310	127,807	(2,383,733)
Increase/(Decrease) in Employee Provisions	168,982	29,025	119,229
Grants/Contributions for the Development of Assets	(4,405,086)	(35,152,034)	(2,941,604)
Net Cash from Operating Activities	<u>6,769,930</u>	<u>4,212,781</u>	<u>2,884,986</u>
(c) Undrawn Borrowing Facilities			
Credit Standby Arrangements			
Bank Overdraft limit	500,000		500,000
Bank Overdraft at Balance Date	0		0
Credit Card limit	65,000		55,000
Credit Card Balance at Balance Date	(31,794)		(36,735)
Total Amount of Credit Unused	<u>533,206</u>		<u>518,265</u>
Loan Facilities			
Loan Facilities - Current	368,891		347,575
Loan Facilities - Non-Current	3,466,322		3,835,213
Total Facilities in Use at Balance Date	<u>3,835,213</u>		<u>4,182,788</u>
Unused Loan Facilities at Balance Date	<u>1,522,742</u>		<u>2,500,000</u>

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

14. CONTINGENT LIABILITIES

Wittenoom asbestos claims are being made against a number of defendants including the Shire by former miners, residents and visitors to Wittenoom for potential damages incurred as a result of suffering from asbestos related diseases.

The present outlook for the Shire in relation to Wittenoom litigation is being carefully monitored by the Council members and the Executive on a monthly basis. The amount of potential claims and the Shire's potential contribution to the settlement of these has increased substantially over the current period.

Total future potential claims in respect of Wittenoom are not reliably quantifiable; however, the changing nature of damages claims and their defence means that individual cases now place the Shire at a greater financial risk.

Council is currently in discussions with the State Government seeking indemnity for the Shire and possible shut down of the town of Wittenoom. All cases to date have been settled out of court with a number of parties contributing to the settlement process. Out of court settlements result in no judgement being reached by the court

Disclosure of on-going claims and the manner in which they are concluded has not been documented in the annual report as this may prejudice the Shire's position in an individual case.

In the event that a number of cases brought against the Shire and additional defendants are ruled in favour of the plaintiff, the financial impact on the Shire may result in significant losses being incurred which have the potential for a large reduction in services provided to ratepayers.

	2012	2011
	\$	\$
15. CAPITAL AND LEASING COMMITMENTS		
(a) Finance Lease Commitments		
Council has no finance lease commitments at 30 June 2012.		
(b) Operating Lease Commitments		
Non-cancellable operating leases contracted for but not capitalised in the accounts.		
Payable:		
- not later than one year	23,352	0
- later than one year but not later than five years	93,408	0
	116,760	0

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

15. CAPITAL AND LEASING COMMITMENTS (continued)

	2012	2011
(c) Capital Expenditure Commitments	\$	\$
Contracted for:		
- Capital Expenditure Projects		
- Design and construct Three 2 x 1 dwellings and One 3 x 2 dwelling in Onslow	0	1,269,024
- Residential Dwellings - Tom Price	0	1,323,914
- Tom Price Revitalisation Construction/Landscaping	450,928	2,403,370
- Tom Price Skate Park Construction	700,000	0
	<u>1,150,928</u>	<u>4,996,308</u>
Payable:		
- not later than one year	1,150,928	4,996,308

16. JOINT VENTURE

Recreation Centre - Tom Price Senior High School

The Minister of Education and the Shire of Ashburton jointly funded the construction of the School and Community Recreation Centre during 2004/05. The Recreation Centre was built on land vested in the Ministry of Education, which has granted the Shire a twenty one year licence to use the facilities for recreational purposes. Utilities and maintenance expenses are to be shared on a basis as determined and set out in the lease agreement. Council's share of these assets is included in the Statement of Financial Position and at Note 6 as follows:

	2012	2011
	\$	\$
Non-Current Assets		
Plant & Equipment	1,998,052	1,998,052
Less: Accumulated Depreciation	(295,585)	(255,622)
	<u>1,702,467</u>	<u>1,742,430</u>

There are no contingent liabilities as a result of this arrangement.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

17. TOTAL ASSETS CLASSIFIED BY FUNCTION AND ACTIVITY

Governance	1,339,636	2,961,397
General Purpose Funding	156,933	140,861
Law, Order, Public Safety	763,765	782,501
Health	97,804	41,475
Education and Welfare	215,789	215,326
Housing	8,466,220	6,587,695
Community Amenities	11,902,810	19,037,605
Recreation and Culture	27,955,106	27,648,296
Transport	82,857,262	72,968,374
Economic Services	1,121,185	1,131,886
Other Property and Services	7,802,364	5,606,055
Unallocated	4,830,154	2,935,260
	<u>147,509,028</u>	<u>140,056,731</u>

	2012	2011	2010
18. FINANCIAL RATIOS			
Current Ratio	1.235	1.184	1.234
Untied Cash to Unpaid Trade Creditors Ratio	0.000	0.456	0.566
Debt Ratio	0.066	0.063	0.063
Debt Service Ratio	0.018	0.011	0.011
Gross Debt to Revenue Ratio	0.118	0.166	0.080
Gross Debt to Economically Realisable Assets Ratio	0.069	0.079	0.031
Rate Coverage Ratio	0.291	0.312	0.196
Outstanding Rates Ratio	0.014	0.016	0.019

The above ratios are calculated as follows:

Current Ratio	$\frac{\text{current assets minus restricted current assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$
Untied Cash to Unpaid Trade Creditors Ratio	$\frac{\text{untied cash}}{\text{unpaid trade creditors}}$
Debt Ratio	$\frac{\text{total liabilities}}{\text{total assets}}$
Debt Service Ratio	$\frac{\text{debt service cost}}{\text{available operating revenue}}$
Gross Debt to Revenue Ratio	$\frac{\text{gross debt}}{\text{total revenue}}$
Gross Debt to Economically Realisable Assets Ratio	$\frac{\text{gross debt}}{\text{economically realisable assets}}$
Rate Coverage Ratio	$\frac{\text{net rate revenue}}{\text{operating revenue}}$
Outstanding Rates Ratio	$\frac{\text{rates outstanding}}{\text{rates collectable}}$

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

19. TRUST FUNDS

Funds held at balance date over which the District has no control and which are not included in the financial statements are as follows:

	Balance 1-Jul-11 \$	Amounts Received \$	Amounts Paid (\$)	Balance 30-Jun-12 \$
Public Open Space	225,500	0	0	225,500
Cleaning and Key Deposits	9,142	5,305	(10,972)	3,475
Other Trust Monies	5,102	30,554	(827)	34,829
Bonds and Guarantees	23,184	258,847	(138,742)	143,289
Nomination Deposit	80	800	(800)	80
Unclaimed Monies	5,189	1,257	0	6,446
BCITF Levy	260,244	929,051	(1,110,421)	78,874
BRB Levy	2,053	32,192	0	34,245
Consignment Stock	1,097	23,211	(20,944)	3,364
Tour Sales	40,838	174,077	(163,402)	51,513
	<u>572,429</u>			<u>581,615</u>

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

20. DISPOSALS OF ASSETS - 2011/12 FINANCIAL YEAR

The following assets were disposed of during the year.

	Net Book Value		Sale Price		Profit (Loss)	
	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Other Law, Order & Public Safety	0	30,100	0	30,100	0	0
Housing	0	400,000	0	400,000	0	0
Transport	228,567	768,000	256,199	768,000	27,632	0
Other Property & Services	1,439,890	11,157,000	2,970,677	11,157,000	1,530,787	0
	1,668,457	12,355,100	3,226,876	12,355,100	1,558,419	0

	2012
	\$
Profit on Asset Disposals	1,576,410
Loss on Asset Disposals	(17,991)
	<u><u>1,558,419</u></u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

21. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-11 \$	New Loans		Principal Repayments		Principal 30-Jun-12		Interest Repayments	
		Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Law, Order & Public Safety									
Loan 112 - Collocation Facility	108,151	0	0	33,917	33,918	74,234	57,528	5,050	6,058
Housing									
Loan 117 - Housing Manager	723,691	0	0	43,842	43,842	679,849	679,848	39,385	39,565
Loan 120 Onslow Residential Development	0	0	562,000	0	8,707	0	553,293	0	7,800
Loan 121 New Staff Housing	2,500,000	0	0	189,144	189,144	2,310,856	2,310,856	146,751	146,469
Recreation & Culture									
Loan 118 - Community Rec Centre	286,234	0	0	26,892	26,133	259,342	260,102	16,272	17,033
Transport									
Loan 116 - Onslow Aerodrome	308,858	0	0	43,168	43,167	265,690	265,691	20,306	20,549
Loan 119 - Onslow Aerodrome	255,854	0	0	10,612	10,612	245,242	245,150	16,289	16,290
	4,182,788	0	562,000	347,575	355,523	3,835,213	4,372,468	244,053	253,764

All debenture repayments are to be financed by general purpose revenue, with the following exceptions, being in the nature of self supporting loans:
Loan 112 the interest component of which is reimbursable by FESA.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

21. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2011/12

Particulars/Purpose	Amount Borrowed		Institution	Loan Type	Term (Years)	Total Interest & Charges	Interest Rate %	Amount Used		Balance Unspent
	Actual \$	Budget \$						Actual \$	Budget \$	
Loan 120 Onslow Residential Development	0	562,000	Unknown	Debenture	5	Unknown	Unknown	0	562,000	0

(c) Unspent Debentures

Particulars	Date Borrowed	Balance 1-Jul-11 \$	Borrowed During Year \$	Expended During Year \$	Balance 30-Jun-12 \$
Loan 121 New Staff Housing	29/04/2011	2,500,000	0	977,258	1,522,742
		2,500,000	0	977,258	1,522,742

(d) Overdraft

Council has an overdraft facility of \$500,000 with Westpac bank to assist with short term liquidity requirements. The physical balance of the bank overdraft at the bank as at 1 July 2011 and 30 June 2012 was \$Nil.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

22. RATING INFORMATION - 2011/12 FINANCIAL YEAR

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Budget Rate Revenue \$	Budget Interim Rate \$	Budget Back Rate \$	Budget Total Revenue \$
Differential General Rate											
GRV - Residential	0.084004	2,305	33,433,362	2,808,536	10,891	17,293	2,836,720	2,807,786	0	0	2,807,786
GRV - Residential Development	0.084004	3	48,360	4,062	0	0	4,062	4,062	0	0	4,062
GRV - Commercial Civic	0.084004	98	8,309,545	698,035	15,320	0	713,355	698,035	0	0	698,035
GRV - Tourism	0.084004	3	345,300	29,007	0	0	29,007	29,007	0	0	29,007
GRV - Community	0.084004	11	174,500	14,659	0	0	14,659	14,659	0	0	14,659
GRV - Industrial	0.084004	40	611,964	51,407	1,781	0	53,188	52,264	0	0	52,264
GRV - Industrial Development	0.084004	1	12,400	1,042	0	0	1,042	1,042	0	0	1,042
UV - Rural/Pastoral	0.025266	32	7,072,192	178,686	20,482	5,138	204,306	178,686	0	0	178,686
UV - Rural/Commerical	0.2804	6	49,146	13,779	0	0	13,779	13,779	0	0	13,779
UV - Rural/Industrial	0.2804	35	5,972,891	1,674,631	983,183	543	2,658,357	1,674,631	0	0	1,674,631
UV - Mining Leases	0.2804	527	12,862,593	3,606,311	193,202	15,195	3,814,708	3,523,040	300,000	30,000	3,853,040
UV - Tourism	0.1299	4	320,000	41,555	0	0	41,555	41,555	0	0	41,555
Sub-Totals		3,065	69,212,253	9,121,710	1,224,859	38,169	10,384,738	9,038,546	300,000	30,000	9,368,546
Minimum Rates	Minimum \$										
GRV - Residential	530	126	369,519	66,780	0	0	66,780	66,780	0	0	66,780
GRV - Residential Development	530	1	5,940	530	0	0	530	530	0	0	530
GRV - Commercial Civic	530	25	74,324	13,250	0	0	13,250	13,250	0	0	13,250
GRV - Tourism	530	0	0	0	0	0	0	0	0	0	0
GRV - Community	530	4	9,750	2,120	0	0	2,120	2,120	0	0	2,120
GRV - Industrial	530	29	75,850	15,370	0	0	15,370	14,840	0	0	14,840
UV - Rural/Pastoral	530	8	58,606	4,240	0	0	4,240	4,240	0	0	4,240
UV - Rural/Commerical	530	5	3,477	2,650	0	0	2,650	2,650	0	0	2,650
UV - Rural/Industrial	530	23	5,018	12,190	0	0	12,190	12,190	0	0	12,190
UV - Mining Lease	530	305	235,268	161,650	0	0	161,650	159,530	0	0	159,530
Sub-Totals		526	837,752	278,780	0	0	278,780	276,130	0	0	276,130
Ex-Gratia Rates							10,663,518				9,644,676
Rates Written Off							4,470				0
Movement in Excess Rates							(3,756)				(10,000)
Discounts (refer note 25)							5,029				4,000
							0				0
Totals							10,669,261				9,638,676

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

22. RATING INFORMATION - 2011/12 FINANCIAL YEAR

(b) Information on Surplus/(Deficit) Brought Forward	2012 (30 June 2012 Carried Forward) \$	2012 (1 July 2011 Brought Forward) \$	2011 (30 June 2011 Carried Forward) \$
Surplus/(Deficit) 1 July 2011 Brought Forward	<u>2,167,229</u>	<u>2,950,568</u>	<u>3,782,038</u>
<u>Comprises:</u>			
Cash - Unrestricted	(337,769)	1,518,050	1,518,050
Cash - Restricted Unspent Grants	1,715,278	242,839	242,839
Cash - Restricted Unspent Loans	1,522,742	2,500,000	2,500,000
Cash - Restricted Reserves	8,115,252	11,591,222	11,591,222
Rates Outstanding	156,275	140,331	140,331
Sundry Debtors	3,389,046	2,625,973	2,625,973
GST Receivable	231,884	95,137	95,137
Prepayments	72,185	27,902	27,902
Accrued Income	1,038,084	134,607	134,607
Less: Provision for Doubtful Debts	(54,156)	(95,794)	(95,794)
Inventories			
- Fuel and Materials	12,644	23,746	23,746
- Tourist Bureau Stock	104,659	130,319	130,319
<u>Less:</u>			
Reserves - Restricted Cash			
- Employee Benefit Reserve	(153,111)	(147,435)	(147,435)
- Plant Replacement Reserve	(116,284)	(85,974)	(85,974)
- Infrastructure Reserve	(206,493)	(198,839)	(198,839)
- Housing Reserve	(357,441)	(344,192)	(344,192)
- Onslow Community Infrastructure Reserve	(35,026)	(33,728)	(33,728)
- Onslow Emergency Evacuation Building Reserve	0	(235,428)	(235,428)
- Property Development Reserve	(48,560)	(46,760)	(46,760)
- Town Centre Re-development Reserve	0	(43,180)	(43,180)
- Onslow Aerodrome Reserve	0	(12,730)	(12,730)
- Unspent Grants and Contributions Reserve	(7,198,337)	(10,442,956)	(10,442,956)
Sundry Creditors	(3,809,985)	(3,109,408)	(3,109,408)
PAYG Payable	(165,327)	(130,803)	(130,803)
Income Received in Advance	(125,000)	(125,000)	(125,000)
GST Payable	0	0	0
ESL Liability	(1,431)	(296)	(296)
FBT Liability	(23,725)	(87,094)	(87,094)
Accrued Expenses	(451,107)	(108,469)	(108,469)
Accrued Interest on Loans	(33,378)	(36,215)	0 *
Accrued Salaries and Wages	(303,647)	(202,005)	0 *
Current Employee Benefits Provision	(923,152)	(740,685)	0 *
Current Loan Liability	(368,891)	(347,575)	0 *
Rounding	(2)	(2)	(2)
Add Back : Component of Leave Liability not Required to be Funded	153,111	147,435	0 *
Add Back : Current Loan Liability	368,891	347,575	0 *
Surplus/(Deficit)	<u>2,167,229</u>	<u>2,950,568</u>	<u>3,782,038</u>

Difference:

There is a difference between the Surplus/(Deficit) 1 July 2011 Brought Forward position used in the 2012 audited financial report and the Surplus/(Deficit) Carried Forward position as disclosed in the 2011 audited financial report.

This difference is due to a change in methodology for the calculation of Surplus/(Deficit) position. An * has been placed adjacent to the items that have changed due to the change in methodology.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

23. SPECIFIED AREA RATE - 2011/12 FINANCIAL YEAR

No specified area rates were charged in the 2011/12 year.

24. SERVICE CHARGES - 2011/12 FINANCIAL YEAR

No statutory service charges were imposed in 2011/12.

**25. DISCOUNTS, INCENTIVES, CONCESSIONS, & WRITE-OFFS
- 2011/12 FINANCIAL YEAR**

No discount for early payment applied to rates in the 2011/12 year.

26. INTEREST CHARGES AND INSTALMENTS - 2011/12 FINANCIAL YEAR

	Interest Rate %	Admin. Charge \$	Revenue \$	Budgeted Revenue \$
Interest on Unpaid Rates	11		35,460	40,000
Interest on Deferred Pensioners	11		0	50
Interest on ESL	11		704	0
Interest on Instalment Plan	5.5		5,682	5,000
Charges on Instalment Plan		10	3,930	3,000
			45,776	48,050

Ratepayers had the option of paying rates in four equal instalments, due on 5th October 2011, 7th November 2011, 9th January 2012 and 9th April 2012. Administration charges and interest applied for the final three instalments.

27. FEES & CHARGES

	2012 \$	2011 \$
Governance	50,751	63,919
General Purpose Funding	7,990	6,808
Law, Order, Public Safety	58,467	51,806
Health	69,943	55,153
Education and Welfare	1,634	7,968
Housing	49,353	25,224
Community Amenities	4,299,481	2,688,812
Recreation and Culture	286,355	267,816
Transport	362,975	34,167
Economic Services	1,160,757	1,185,819
Other Property and Services	4,996,549	4,312,476
	11,344,255	8,699,968

There were no changes during the year to the amount of the fees or charges detailed in the original budget.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

28. GRANT REVENUE	2012	2011
	\$	\$
By Nature and Type:		
Operating Grants, Subsidies and Contributions	7,858,655	5,823,701
Non-Operating Grants, Subsidies and Contributions	4,405,086	2,526,354
	<u>12,263,741</u>	<u>8,350,055</u>
By Program:		
Governance	230,348	80,486
General Purpose Funding	6,038,947	4,580,160
Law, Order, Public Safety	84,999	84,466
Health	167,432	109,489
Education and Welfare	256,321	139,223
Housing	9,071	2,192
Community Amenities	545,866	9,810
Recreation and Culture	947,733	1,289,925
Transport	1,178,870	1,907,693
Economic Services	2,640,131	67,814
Other Property and Services	164,023	78,797
	<u>12,263,741</u>	<u>8,350,055</u>

29. COUNCILLORS' REMUNERATION	2012	2012	2011
	\$	Budget	\$
		\$	
The following fees, expenses and allowances were paid to council members and/or the president.			
Meeting Fees	56,000	60,000	56,000
President's Attendance Fee	14,000	15,000	14,000
President's Allowance	10,000	5,250	5,000
Deputy President's Allowance	1,875	1,250	1,562
Travelling Expenses	81,938	60,000	67,241
Child Care Allowance	40	0	0
Telecommunications Allowance	9,405	3,000	2,203
	<u>173,258</u>	<u>144,500</u>	<u>146,006</u>

30. EMPLOYEES' REMUNERATION

Set out below, in bands of \$10,000, is the number of employees of the Shire entitled to an annual salary of \$100,000 or more.

Salary Range	2012	2011
\$		
100,000 - 109,999	0	3
110,000 - 119,999	2	2
120,000 - 129,999	1	1
120,000 - 139,999	4	0
140,000 - 149,999	1	0
180,000 - 189,999	1	0
190,000 - 199,999	0	1
220,000 - 229,999	0	1

31. EMPLOYEE NUMBERS

The number of full-time equivalent employees at balance date

2012	2011
<u>122</u>	<u>106</u>

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

32. MAJOR LAND TRANSACTIONS

Onslow Residential Development

(a) Council own, freehold, 318 Second Ave, Onslow. Council proposes to build triplex units on this land using the proceeds from the sale of 307 First Ave, Onslow, loan borrowings and reserve funds. The reserve funds represent the funds previously set aside from the sale of 1 Hope Court, Onslow, in 2006/07. Council intends to provide staff housing with these units.

(b) Current Year Transactions

Budget Estimates	2012	2012	2011
	\$	Budget	\$
		\$	
OPERATING EXPENDITURE			
Land Transfer Expenditure			
Advertising	0	0	0
Demolition Expenses	0	0	0
Settlement Fees	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>
Operating Surplus/(Deficit)	0	0	0
CAPITAL INCOME			
Loan Income	0	562,000	0
Transfer from Reserve	0	140,000	0
	<u>0</u>	<u>702,000</u>	<u>0</u>
CAPITAL EXPENDITURE			
Building Construction			
318A Second Ave Onslow	(425,561)	(424,000)	(4,534)
318B Second Ave Onslow	(425,561)	(424,000)	(4,534)
318C Second Ave Onslow	(425,561)	(424,000)	(4,534)
	<u>(1,276,683)</u>	<u>(1,272,000)</u>	<u>(13,602)</u>
NET RESULTS	<u><u>(1,276,683)</u></u>	<u><u>(570,000)</u></u>	<u><u>(13,602)</u></u>

The above capital expenditure is included in Land and Buildings (refer Note 6 to this financial report).

Council had intended to take out a loan of \$562,000 to be used towards the construction of these units, however this loan did not proceed.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

32. MAJOR LAND TRANSACTIONS (Continued)

Tom Price Residential Development

- (a) Council purchased unallocated crown land at Super Lot 500, Pilkena St/Yaruga St, Tom Price and will subdivide this land into 24 separate lots for on sale.

Council also purchased unallocated crown land at Lots 501 and 502, Warara St, Tom Price and subdivide this land into 13 separate lots.

Council also purchased unallocated crown land at Lot 327, Warara St, Tom Price and subdivided this land into 15 Strata Lots for on sale.

- (b) Current Year Transactions

<i>Budget Estimates</i>	2012	2012	2011
	\$	Budget \$	\$
OPERATING INCOME			
Profit on Sale of Asset	1,530,787	0	670,727
Miscellaneous Income	880	0	11,771
	<u>1,531,667</u>	<u>0</u>	<u>682,498</u>
OPERATING EXPENDITURE			
Land Transfer Expenditure	(300)	0	(28,068)
	<u>(300)</u>	<u>0</u>	<u>(28,068)</u>
Operating Surplus/(Deficit)	1,531,367	0	654,430
CAPITAL INCOME			
Sale Proceeds from Assets	2,970,677	8,687,000	909,818
	<u>2,970,677</u>	<u>8,687,000</u>	<u>909,818</u>
CAPITAL EXPENDITURE			
Services Installation	(2,294,941)	(1,293,474)	(218,840)
Land Purchase	0	0	(1,593)
Subdivision, Survey, Plan	0	0	(12,932)
Design & Planning	0	0	(163,539)
	<u>(2,294,941)</u>	<u>(1,293,474)</u>	<u>(396,904)</u>
NET RESULTS	<u><u>2,207,103</u></u>	<u><u>7,393,526</u></u>	<u><u>1,167,344</u></u>

The above capital expenditure is included in Land Held For Resale (refer Note 5 to this financial report).

There are no liabilities in relation to this land transaction as at 30 June 2012.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

32. MAJOR LAND TRANSACTIONS (Continued)

Tom Price Industrial Development

(a) Council own, freehold, Lot 308 Boonderoo Rd, Tom Price. Council intends to develop 7 lots on this land with the intent of selling 7.

(b) Current Year Transactions

<i>Budget Estimates</i>	2012	2012	2011
	\$	Budget	\$
		\$	
OPERATING EXPENDITURE			
Land Transfer Expenditure	(500)	0	(6,537)
	<u>(500)</u>	<u>0</u>	<u>(6,537)</u>
Operating Surplus/(Deficit)	(500)	0	(6,537)
CAPITAL INCOME			
Sale Proceeds from Assets	0	2,520,000	0
Transfer from Reserves	0	0	400,000
	<u>0</u>	<u>2,520,000</u>	<u>400,000</u>
CAPITAL EXPENDITURE			
Services Installation	(980,953)	(664,798)	(208,173)
Subdivision, Survey, Plan	(16,052)	0	(65,530)
Design & Planning	0	0	(3,230)
	<u>(997,005)</u>	<u>(664,798)</u>	<u>(276,933)</u>
NET RESULTS	<u>(997,505)</u>	<u>1,855,202</u>	<u>116,530</u>

The above capital expenditure is included in Land Held For Resale (refer Note 5 to this financial report).

There are no liabilities in relation to this land transaction as at 30 June 2012.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

32. MAJOR LAND TRANSACTIONS (Continued)

Onslow Industrial Development

(a) Council own, freehold, Lot 16 Onslow Rd, Onslow, and in order to meet demand for commercial/industrial land, resulting from major resource projects, council intends to develop up to 62 lots on this land with the intent of selling all these lots.

(b) Current Year Transactions

<i>Budget Estimates</i>	2012	2012	2011
	\$	Budget	\$
		\$	
OPERATING INCOME			
Profit on Sale of Asset	0	0	0
Onslow Infrastructure Fund	0	1,000,000	0
	<u>0</u>	<u>1,000,000</u>	<u>0</u>
OPERATING EXPENDITURE			
Land Transfer Expenditure	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>
Operating Surplus/(Deficit)	0	1,000,000	0
CAPITAL INCOME			
Sale Proceeds from Assets	0	0	0
Transfer from Reserves	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>
CAPITAL EXPENDITURE			
Services Installation	0	(800,000)	0
Subdivision, Survey, Plan	(6,725)	(100,000)	0
Design & Planning	(1,060)	(100,000)	0
	<u>(7,785)</u>	<u>(1,000,000)</u>	<u>0</u>
NET RESULTS	<u><u>(7,785)</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

The above capital expenditure is included in Land Held For Resale (refer Note 5 to this financial report).

There are no liabilities in relation to this land transaction as at 30 June 2012.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

33. TRADING UNDERTAKINGS AND MAJOR TRADING UNDERTAKINGS

Council did not participate in any trading undertakings or major trading undertakings during the 2011/12 financial year.

SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012

34. FINANCIAL RISK MANAGEMENT

Council's activities expose it to a variety of financial risks including price risk, credit risk, liquidity risk and interest rate risk. The Council's overall risk management focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Council.

Council does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by the finance area under policies approved by the Council.

The Council held the following financial instruments at balance date:

	Carrying Value		Fair Value	
	2012	2011	2012	2011
	\$	\$	\$	\$
Financial Assets				
Cash and cash equivalents	11,015,503	15,852,111	11,015,503	15,852,111
Receivables	4,833,976	2,928,686	4,833,976	2,928,686
	<u>15,849,479</u>	<u>18,780,797</u>	<u>15,849,479</u>	<u>18,780,797</u>
Financial Liabilities				
Payables	4,913,600	3,799,290	4,913,600	3,799,290
Borrowings	3,835,213	4,182,788	3,754,356	4,069,913
	<u>8,748,813</u>	<u>7,982,078</u>	<u>8,667,956</u>	<u>7,869,203</u>

Fair value is determined as follows:

- Cash and Cash Equivalents, Receivables, Payables – estimated to the carrying value which approximates net market value.
- Borrowings – estimated future cash flows discounted by the current market interest rates applicable to assets and liabilities with similar risk profiles.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

34. FINANCIAL RISK MANAGEMENT (Continued)

(a) Cash and Cash Equivalents

Council's objective is to maximise its return on cash and investments whilst maintaining an adequate level of liquidity and preserving capital. The finance area manages the cash and investments portfolio with the assistance of independent advisers (where applicable). Council has an investment policy and the policy is subject to review by Council. An Investment Report is provided to Council on a monthly basis setting out the make-up and performance of the portfolio.

The major risk associated with investments is price risk – the risk that the capital value of investments may fluctuate due to changes in market prices, whether these changes are caused by factors specific to individual financial instruments of their issuers or factors affecting similar instruments traded in a market.

Cash and investments are also subject to interest rate risk – the risk that movements in interest rates could affect returns.

Another risk associated with cash and investments is credit risk – the risk that a contracting entity will not complete its obligations under a financial instrument resulting in a financial loss to Council.

Council manages these risks by diversifying its portfolio and only purchasing investments with high credit ratings or capital guarantees. Council also seeks advice from independent advisers (where applicable) before placing any cash and investments.

	30-Jun-12	30-Jun-11
	\$	\$
Impact of a 1% (*) movement in interest rates on cash and investments:		
- Equity	138,522	194,370
- Income Statement	138,522	194,370

Notes:

(*) Sensitivity percentages based on management's expectation of future possible market movements.

Recent market volatility has seen large market movements for certain types of investments.

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

34. FINANCIAL RISK MANAGEMENT (Continued)

(b) Receivables

Council's major receivables comprise rates and annual charges and user charges and fees. The major risk associated with these receivables is credit risk – the risk that the debts may not be repaid. Council manages this risk by monitoring outstanding debt and employing debt recovery policies. It also encourages ratepayers to pay rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of Council to recover these debts as a secured charge over the land – that is, the land can be sold to recover the debt. Council is also able to charge interest on overdue rates and annual charges at higher than market rates, which further encourages payment.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

Council makes suitable provision for doubtful receivables as required and carries out credit checks on most non-rate debtors.

There are no material receivables that have been subject to a re-negotiation of repayment terms.

The profile of the Council's credit risk at balance date was:

	30-Jun-12	30-Jun-11
Percentage of Rates and Annual Charges		
- Current	74.52%	80.56%
- Overdue	25.48%	19.44%
Percentage of Other Receivables		
- Current	99.63%	92.89%
- Overdue	0.37%	7.11%
Percentage of Deferred Rates Receivables		
- Current	0.00%	0.00%
- Overdue	100.00%	100.00%

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

34. FINANCIAL RISK MANAGEMENT (Continued)

**(c) Payables
Borrowings**

Payables and borrowings are both subject to liquidity risk – that is the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due. Council manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer. Payment terms can be extended and overdraft facilities drawn upon if required.

The contractual undiscounted cash flows of Council's Payables and Borrowings are set out in the Liquidity Sensitivity Table below:

	Due within 1 year \$	Due between 1 & 5 years \$	Due after 5 years \$	Total contractual cash flows \$	Carrying values \$
<u>2012</u>					
Payables	4,913,600	0	0	4,913,600	4,913,600
Borrowings	594,464	2,257,932	2,199,287	5,051,683	3,835,213
	<u>5,508,064</u>	<u>2,257,932</u>	<u>2,199,287</u>	<u>9,965,283</u>	<u>8,748,813</u>
<u>2011</u>					
Payables	3,799,290	0	0	3,799,290	3,799,290
Borrowings	594,464	2,297,907	2,753,776	5,646,147	4,182,788
	<u>4,393,754</u>	<u>2,297,907</u>	<u>2,753,776</u>	<u>9,445,437</u>	<u>7,982,078</u>

**SHIRE OF ASHBURTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2012**

34. FINANCIAL RISK MANAGEMENT (Continued)

(c) Borrowings (Continued)

Borrowings are also subject to interest rate risk – the risk that movements in interest rates could adversely affect funding costs. Council manages this risk by borrowing long term and fixing the interest rate to the situation considered the most advantageous at the time of negotiation.

The following tables set out the carrying amount, by maturity, of the financial instruments exposed to interest rate risk:

	<u><1 year</u>	<u>>1<2 years</u>	<u>>2<3 years</u>	<u>>3<4 years</u>	<u>>4<5 years</u>	<u>>5 years</u>	<u>Total</u>	<u>Weighted Average Effective Interest Rate</u>
	\$	\$	\$	\$	\$	\$	\$	%
<u>Year Ended 30 June 2012</u>								
Borrowings								
Fixed Rate								
Debentures	0	74,234	0	0	265,690	3,495,289	3,835,213	5.95%
Weighted Average Effective Interest Rate		5.97%			6.79%	5.89%		
<u>Year Ended 30 June 2011</u>								
Borrowings								
Fixed Rate								
Debentures	0	0	108,151	0	0	4,074,637	4,182,788	5.95%
Weighted Average Effective Interest Rate			5.97%			5.95%		

INDEPENDENT AUDITOR'S REPORT TO THE ELECTORS OF THE SHIRE OF ASHBURTON

Report on the Financial Report

We have audited the accompanying financial report of the Shire of Ashburton, which comprises the statement of financial position as at 30 June 2012, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the statement by the Chief Executive Officer.

Council Responsibility for the Financial Report

The Council of Ashburton are responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards and the Local Government Act 1995 Part 6. This responsibility includes such internal controls as the council determine are necessary to enable the preparation of the financial report to be free from material misstatement, whether due to fraud or error; selecting and applying the appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards which require us to comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the Shire's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Shire's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Council, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the applicable independence requirements of the Accounting Professional and Ethical Standards Board.



Auditor's Opinion

In our opinion, the financial report of the Shire of Ashburton;

- i. presents fairly, in all material respects, the financial position of Shire of Ashburton as at 30 June 2012, and of its performance and cash flows for the year ended ; and
- ii. Complies with Australian Accounting Standards (including the Australian Accounting Interpretation);and
- iii. Is prepared in accordance with the requirements of the Local Government Act 1995 Part 6 (as amended), and Regulations under that act.

Statutory Compliance

I did not, during the course of my audit, become aware of any instances where the Shire of Ashburton did not comply with the requirements of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996 as they relate to the financial statements.

Emphasis of Matter

We draw attention to note 14 to the financial statements which describes the uncertainty related to the outcome of claims against the Shire by former miners, residents and visitors to Wittenoom as a result of their suffering from asbestos and related diseases. Our opinion is not modified in respect of this matter.

BDO Audit (WA) Pty Ltd

BDO


Chris Burton
Director

Perth, Western Australia
Dated this 21st day of December 2012

21 December 2012

The Shire Council
Shire of Ashburton
PO Box 567
TOM PRICE WA 6751

Dear Shire Council,

DECLARATION OF INDEPENDENCE BY CHRIS BURTON TO THE SHIRE COUNCIL OF SHIRE OF ASHBURTON

As lead auditor of Shire of Ashburton for the year ended 30 June 2012, I declare that, to the best of my knowledge and belief, there have been no contraventions of:

- the auditor independence requirements of the Corporations Act 2001 in relation to the audit;
and
- any applicable code of professional conduct in relation to the audit.

This declaration is in respect of Shire of Ashburton.



Chris Burton
Director

BDO Audit (WA) Pty Ltd
Subiaco, Western Australia



SHIRE OF ASHBURTON
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2012 TO 31 JANUARY 2013

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SHIRE OF ASHBURTON

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2012 TO 31 JANUARY 2013

	NOTE	January 2013 Actual \$	January 2013 Y-T-D Budget \$	2012/13 Revised Budget \$	2012/13 Adopted Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating								
Revenues/Sources								
Governance		160,449	681,304	1,054,700	1,054,700	(520,855)	(76.45%)	▼
General Purpose Funding		1,273,372	1,326,200	2,654,800	2,649,800	(52,828)	(3.98%)	
Law, Order, Public Safety		71,361	71,432	122,570	122,570	(71)	(0.10%)	
Health		108,185	122,574	234,000	234,000	(14,389)	(11.74%)	
Education and Welfare		52,144	390,250	805,000	805,000	(338,106)	(86.64%)	▼
Housing		174,867	29,724	42,400	42,400	145,143	488.30%	▲
Community Amenities		3,336,228	5,014,119	6,870,980	6,870,980	(1,677,891)	(33.46%)	▼
Recreation and Culture		1,088,630	5,184,548	7,068,092	7,078,092	(4,095,918)	(79.00%)	▼
Transport		10,331,189	25,209,902	36,625,675	36,606,675	(14,878,713)	(59.02%)	▼
Economic Services		1,369,980	1,237,148	2,238,500	2,446,500	132,832	10.74%	▲
Other Property and Services		1,989,412	7,061,489	13,418,340	13,418,340	(5,072,077)	(71.83%)	▼
		<u>19,955,817</u>	<u>46,328,690</u>	<u>71,135,057</u>	<u>71,329,057</u>	<u>(26,372,873)</u>	<u>(56.93%)</u>	
(Expenses)/(Applications)								
Governance		(2,557,430)	(2,689,698)	(4,453,953)	(4,453,953)	132,268	4.92%	
General Purpose Funding		(77,674)	(90,218)	(156,140)	(156,140)	12,544	13.90%	
Law, Order, Public Safety		(498,633)	(563,008)	(923,202)	(923,202)	64,375	11.43%	▼
Health		(396,883)	(477,828)	(818,136)	(818,136)	80,945	16.94%	▼
Education and Welfare		(302,092)	(433,553)	(743,081)	(743,081)	131,461	30.32%	▼
Housing		(319,650)	(247,927)	(433,505)	(433,505)	(71,724)	(28.93%)	▲
Community Amenities		(2,867,734)	(3,766,897)	(6,415,939)	(6,395,939)	899,163	23.87%	▼
Recreation & Culture		(3,074,583)	(3,695,273)	(6,114,156)	(6,114,156)	620,690	16.80%	▼
Transport		(4,820,801)	(4,653,342)	(7,908,652)	(7,908,652)	(167,459)	(3.60%)	
Economic Services		(1,296,844)	(1,368,470)	(2,314,423)	(2,309,423)	71,626	5.23%	
Other Property and Services		(4,453,809)	(7,089,591)	(13,322,612)	(13,322,612)	2,635,782	37.18%	▼
		<u>(20,666,133)</u>	<u>(25,075,804)</u>	<u>(43,603,799)</u>	<u>(43,578,799)</u>	<u>4,409,671</u>	<u>(17.59%)</u>	
Net Operating Result Excluding Rates		(710,316)	21,252,887	27,531,258	27,750,258	(21,963,202)	(103.34%)	
Adjustments for Non-Cash								
(Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals		1,524,597	0	0	0	1,524,597	0.00%	
Movement in Leave Reserve (Added Back)		3,075	0	0	0	3,075	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		0	0	0	0	0	0.00%	
Depreciation on Assets		4,396,189	3,885,595	6,663,700	6,663,700	510,594	(13.14%)	▲
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale		(210,878)	(1,990,000)	(1,990,000)	(1,990,000)	1,779,122	89.40%	▼
Purchase Land and Buildings		(1,573,829)	(4,707,543)	(10,492,140)	(10,492,140)	3,133,714	66.57%	▼
Purchase Furniture and Equipment		(65,752)	(512,361)	(789,500)	(789,500)	446,609	87.17%	▼
Purchase Plant and Equipment		(884,261)	(2,412,825)	(3,737,722)	(3,737,722)	1,528,564	63.35%	▼
Purchase Infrastructure Assets - Roads		(1,950,542)	(3,108,456)	(3,114,500)	(3,114,500)	1,157,914	37.25%	▼
Purchase Infrastructure Assets - Parks & Ovals		(767,017)	(1,485,074)	(1,590,500)	(1,590,500)	718,057	48.35%	▼
Purchase Infrastructure Assets - Drainage		(219,223)	(860,000)	(860,000)	(860,000)	640,777	74.51%	▼
Purchase Infrastructure Assets - Footpaths		(540)	(1,162,770)	(1,162,770)	(1,162,770)	1,162,230	99.95%	▼
Purchase Infrastructure Assets - Aerodromes		(7,104,567)	(16,094,157)	(33,299,106)	(31,915,225)	8,989,590	55.86%	▼
Purchase Infrastructure Assets - Other		(1,416,843)	(6,872,679)	(8,444,000)	(8,444,000)	5,455,836	79.38%	▼
Proceeds from Disposal of Assets		8,402,827	10,728,691	11,078,100	11,078,100	(2,325,864)	(21.68%)	▼
Repayment of Debentures		(191,401)	(215,089)	(368,892)	(368,892)	23,688	11.01%	▼
Proceeds from New Debentures		0	0	0	0	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)		(159,792)	(4,139,473)	(6,161,158)	(6,161,158)	3,979,681	96.14%	▼
Transfers from Restricted Asset (Reserves)		832,885	8,175,089	9,239,000	9,239,000	(7,342,204)	(89.81%)	▼
ADD Net Current Assets July 1 B/Fwd		2,167,230	2,322,934	2,322,934	2,322,934	(155,704)	6.70%	
LESS Net Current Assets Year to Date		13,911,491	15,696,684	(1,870,881)	0	(1,785,193)	(11.37%)	
Amount Raised from Rates		<u>(11,839,649)</u>	<u>(12,891,915)</u>	<u>(13,304,415)</u>	<u>(13,572,415)</u>	<u>1,052,266</u>	<u>(8.16%)</u>	

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

Material Variances Symbol

Above Budget Expectations ▲

Below Budget Expectations ▼

Greater than 20,000 and greater than 10%

Less than 20,000 and less than 10%

SHIRE OF ASHBURTON

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2012 TO 31 JANUARY 2013

	2011/12 B/Fwd Per 2012/13 Budget \$	2011/12 B/Fwd Per Financial Report \$	January 2013 Actual \$
NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	595,567	251	10,221,439 *
Cash - Restricted Unspent Grants	400,000	400,000	2,200,399 *
Cash - Restricted Unspent Loans	1,581,953	2,500,000	1,522,742
Cash - Restricted Reserves	8,437,983	8,115,252	7,442,160 **
Rates - Current	129,301	156,275	(273,012)
Sundry Debtors	3,389,044	3,389,045	2,293,772
Accrued Income	982,135	1,038,084	0
Payments in Advance	0	72,185	0
GST Receivable	518,245	555,162	230,388
Provision For Doubtful Debts	(95,795)	(54,157)	(54,157)
Inventories	154,065	117,303	117,303
	<u>16,092,498</u>	<u>16,289,400</u>	<u>23,701,034</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(3,399,842)	(3,809,985)	(876,948)
Accrued Expenditure	(182,000)	(451,107)	(182,000)
PAYG Payable	(165,327)	(165,327)	(330,101)
Payroll Creditors	0	0	0
Withholding Tax Payable	0	0	(630)
GST Payable	(323,278)	(323,278)	(192,834)
Other Payables	(126,562)	(150,156)	2,095
Restricted Funds	0	0	0
Accrued Interest on Debentures	(33,378)	(33,378)	0
Accrued Salaries and Wages	(296,107)	(303,647)	0
Current Employee Benefits Provision	(958,198)	(923,151)	(923,151)
Current Loan Liability	0	(368,891)	(177,490)
	<u>(5,484,692)</u>	<u>(6,528,920)</u>	<u>(2,681,059)</u>
NET CURRENT ASSET POSITION	10,607,806	9,760,480	21,019,975
Less: Cash - Reserves - Restricted	(8,437,983)	(8,115,252)	(7,442,160)
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	153,111	153,111	156,186
Add Back : Current Loan Liability	0	368,891	177,490
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>2,322,934</u>	<u>2,167,230</u>	<u>13,911,491</u>
Investment Accounts Balance			
		\$	
Restricted Cash Reserve **		907,788	
Muni Business Cash Reserve *		14,000,000	

SHIRE OF ASHBURTON
FOR THE PERIOD 1 JULY 2012 TO 31 JANUARY 2013
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 below budget expectations

Contribution income of \$605k expected in first quarter did not occur. Negotiations with Rio Tinto are occurring to finalise funds.

Education and Welfare - Variance below budget expectations

Grant funding for Western & Eastern sector youth activities have been partially received for the quarter.

Housing - Variance above budget expectations

Unbudgeted income generated from charging departments for shire employees/councillors & contractors using Willow Transit House while in Tom Price.

Community Amenties - Variance below budget expectations

Grant Income of \$1.1m for Paraburdoo Town Redevelopment budgeted for first quarter - funds expected in the new year.

Recreation and Culture - Variance below budget expectations

Contribution income of \$2.8m budgeted for 1st quarter in Other Recreation & Sport for both western & eastern sectors did not occur as expected. Rio Tinto contributed \$209k towards Tom Price Skate Park project while other fundings have yet to be received.

Transport - Variance below expectations.

YTD funding received for Onslow Airport lower than budgeted - outstanding claims to be submitted to funding sources.

Economic Services - Variance above budget expectations.

Higher than expected income received for Building licence/fees in first quarter due to resources companies submitting expensive building plans.

Other Property & Services - Variance below budget expectations

YTD income for Private Works lower than budget:

Nameless Valley camp works for October invoiced in November. Projected income to 30 June 2013 will exceed expenditure.

Hamersley Gorge works anticipated to re-commence in Feb/March 2013 - Delay in scope issue for additional works.

Onslow Airport Camp, not operational until first week of November.

Gregory Way Subdivision works initiated in November.

REPORTABLE OPERATING EXPENSE VARIATIONS

Governance - Variance below budget expectations.

YTD spending on consultant costs lower than budget: i) Customer survey delayed and partially spent, more spending planned for second half of year. ii) Consultancy work on Asset Revaluation being progressed, delayed spending due to staff resignation.

Insurance costs lower than budget YTD - First lot of insurance premiums paid in first quarter and second payment to occur in 3rd quarter. Budget was not phased, all planned for July 2012.

Law, Order, Public Safety - Variance below budget expectations.

Generally low spending in Fire Prevention and Control Controls areas:

Works on fire prevention programmes have started and have yet to be completed.

Programmes on wild animal control on hold till need arises.

Recruitment of staff for Dog Pounds have been slow and cost will pick up in future months.

Health - Variance below budget expectations

Expenditure on Aboriginal Health Programmes delayed due to current strategy of service delivery being reviewed.

Education and Welfare - Variance below budget expectations.

Lower spendings in western sector youth activities due to under funding for the quarter than expected.

Housing - Variance above below expectations.

Building maintenance program is ahead of budget.

SHIRE OF ASHBURTON
FOR THE PERIOD 1 JULY 2012 TO 31 JANUARY 2013
Report on Significant variances Greater than 10% and \$20,000

Community Amenities- Variance below budget expectations

Expenditure on refuse site in Tom Price lower than budget for the quarter. Spending has occurred but captured in capital works program, account being reviewed for transfers to be done next month.

Expenditure on refuse site in Onslow & Paraburdoo on hold till a strategy is in place for the future of these sites.

Consultant/Projects costs in Other Community Amenities yet to be expended.

Recreation and Culture - Variance below budget expectations.

Works program planned for Paraburdoo pool has not yet commenced per budget- \$60k for tree cutting delayed till new year.

Expenditure for pool utilities allocated to operational accounts with no budgets. Budget reallocations to be done later to align costs.

Spending on cultural activities in 1st quarter lower than budget.

Salaries/Wages costs in Other recreation & Sports area lower than expected.

Other Property & Services - Variance below budget expectations.

Lower than expected expenditure in private works area:

Delay with Hamersley Gorge work due to scope issues for additional work.

Onslow Airport camp to incur expenditure in November following opening of camp.

RioTinto initiated Gregory Way Subdivision project in November, bulk costing will occur in November to February 2013 period.

REPORTABLE NON-CASH VARIATIONS

Depreciation on Assets - Variance above budget expectations.

Depreciation underestimated in budget - Major infrastructure & new housing projects added to Asset Register at 30th June 2012.

REPORTABLE CAPITAL EXPENSE VARIATIONS

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

YTD expenditure on land developments for 1st quarter lower than budget - contractors yet to submit invoice for payment.

Purchase of Land & Buildings - Variance below budget expectations.

Shire Housing Project at Poinsetta Street Tom Price has progressed - Calls for tender have been advertised in West Australian newspaper.

Purchase of Plant & Equipment - Variance below budget expectations.

Purchases for Plants & Equipment have slowly progressed.

Furniture & Equipment - Variance below budget expectations.

Second phase of AIMS was budgeted for August - spending now deferred till new year.

Virtual Desktop Project cost have also been deferred.

Purchase of Infrastructure Assets Roads - Variance below budget expectations.

Expenditure incurred on Roads is for on going projects:

Weano/Banjima Drive Prep 10Km - Works expected to continue through to February 2013.

No expenditure expected for Road Reseals until March/April 2013.

Purchase of Infrastructure Assets Footpaths - Variance below budget expectations.

No works can commence on footpaths until current CLGF 2 funding is spent.

Purchase of Infrastructure Drainage - Variance below budget expectations.

Works Prog Paraburdoo Urban Drainage Reconstruct - Remainder now scheduled for February 2013 following drainage works on the TP Sporting Precinct.

Onslow Drainage Third Avenue - This is unlikely to commence until April onwards to prevent cyclone season problems.

Purchases of Parks & Ovals - Variance below budget expectations.

Area W Master Plan - possible Council agenda item Dec 2012. Anticipated expenditure in April 2013.

Tender is being prepared for Tom Price Tennis Court, expenditure expected to occur May 2013.

Purchase of Aerodromes - Variance above budget expectations.

Onslow Airport Construction - The budget phasing was based on estimates. Actual project cost is well underway and the current deficit will very likely be fully expensed.

Purchase of Infrastructure Assets Other - Variance below budget expectations.

Two projects that contribute most to variance are the Sporting Precinct Upgrade Onslow and Tom Price Town Centre - Amphitheatre Project

REPORTABLE CAPITAL INCOME VARIATIONS

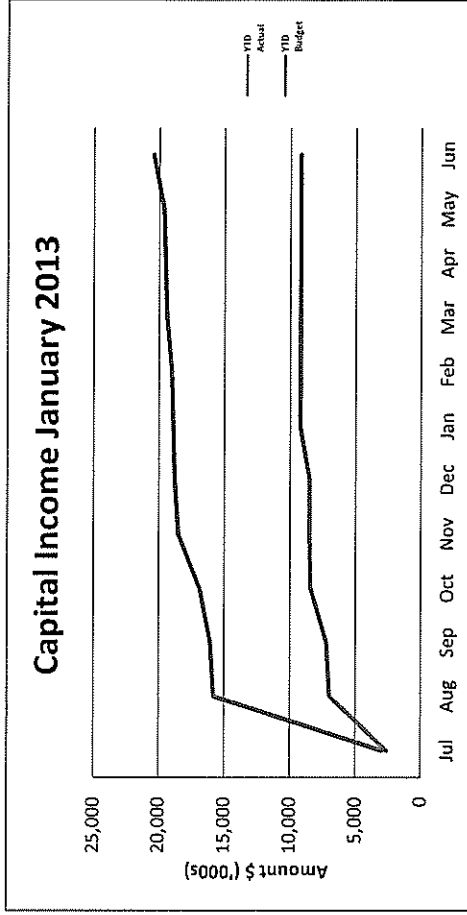
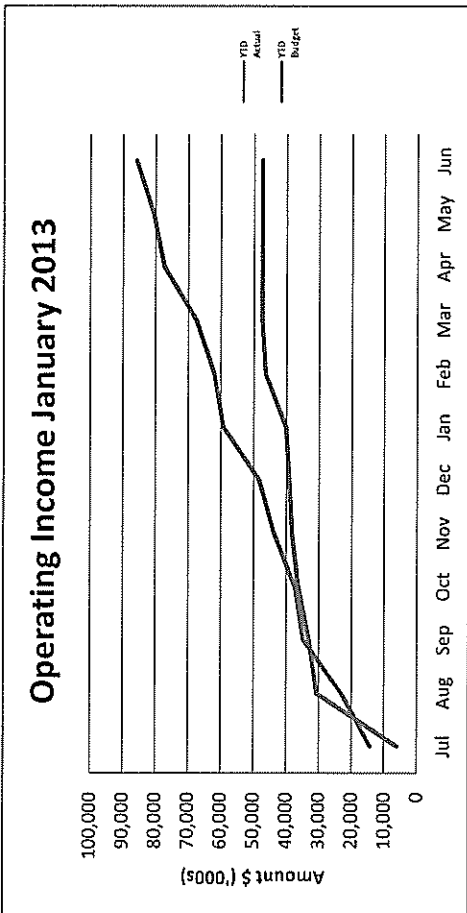
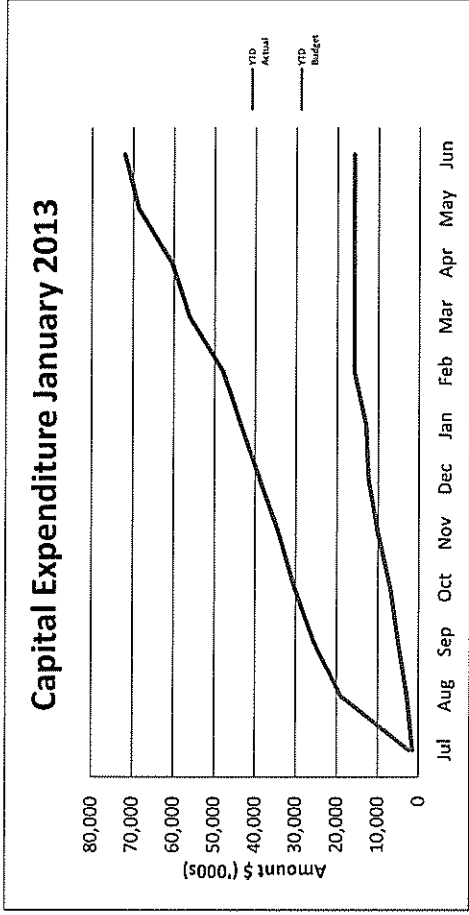
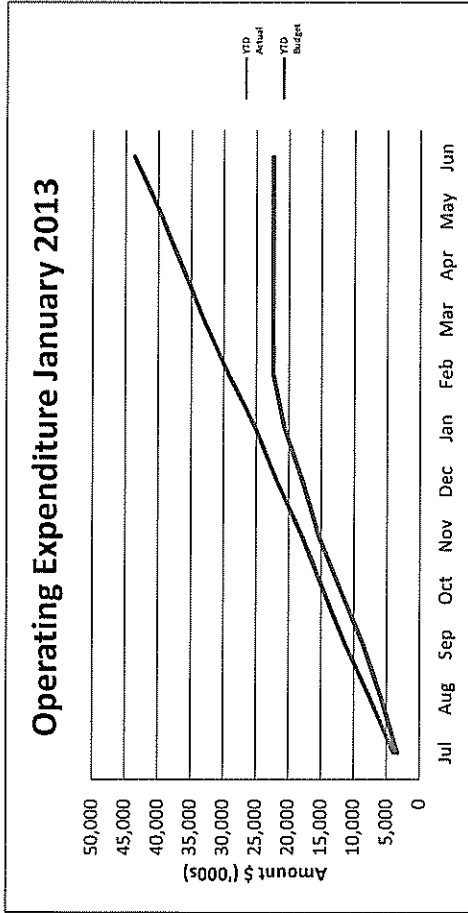
Transfer to Reserves - Variance below budget expectations.

Reserve interest over budgeted and actual transfers now less than budget.

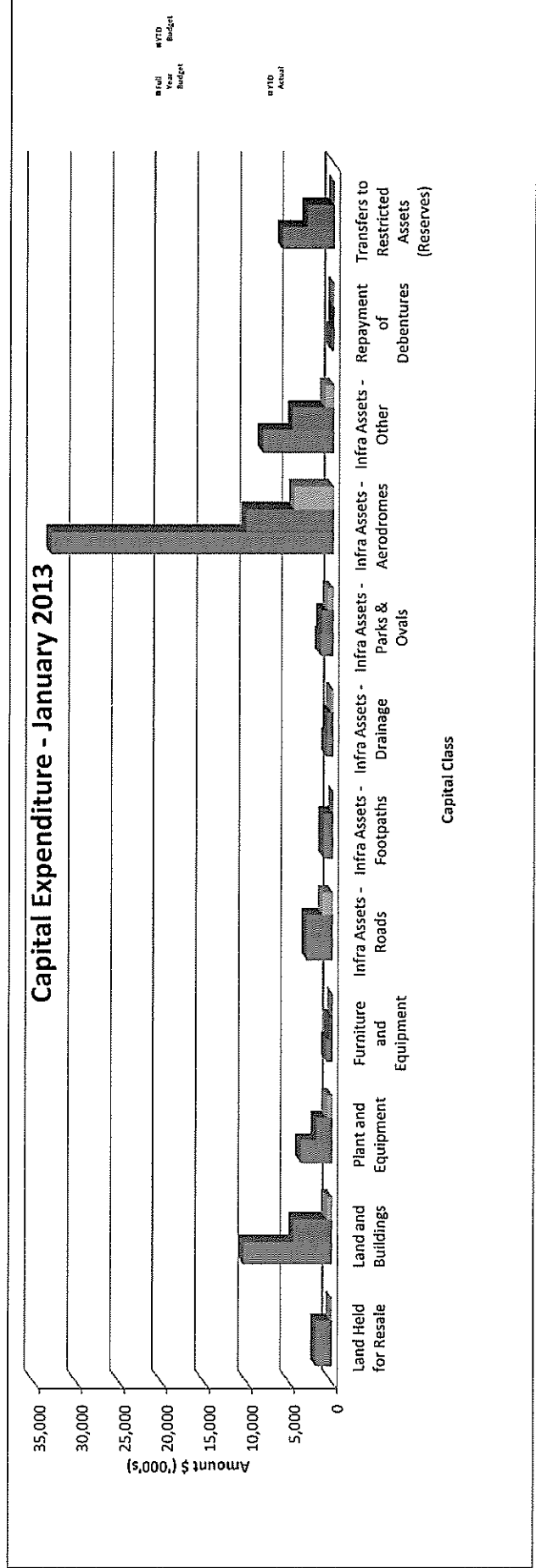
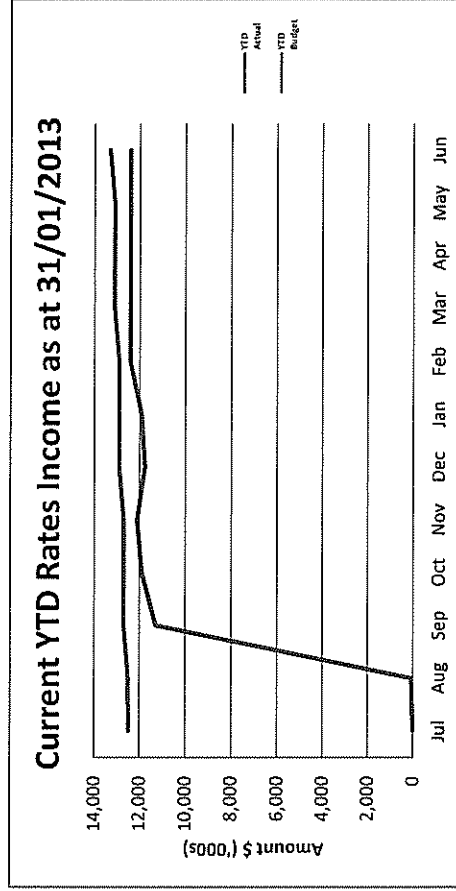
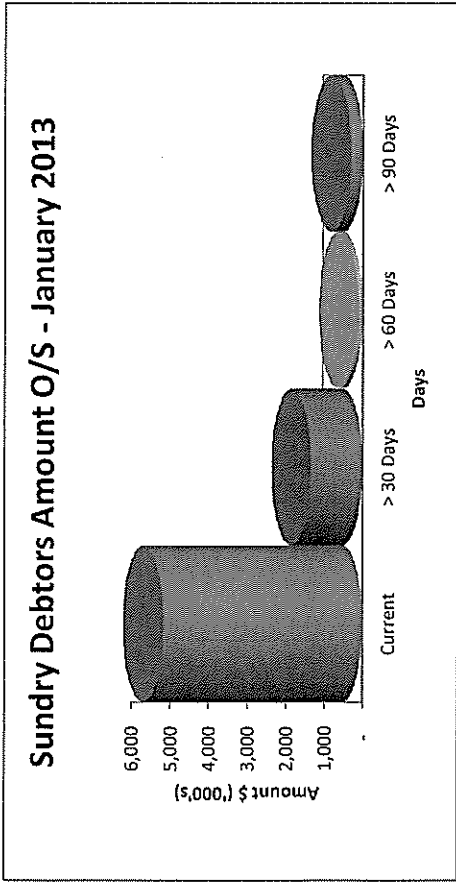
Transfer from Reserves - Variance below budget expectations.

Transfers from restricted cash will occur in later months when expenditure on projects funded by R4R commence.

Income and Expenditure Graphs



Other Graphs



Private Works Register to 31 January 2013

Private Works #	Job Description	Private Works #	Income Description	31/01/2013			30/06/2011			30/06/2010			U/I To Date Private Financial Year	Private Works Income	Private Works Costs	Profit/(Loss)	Margin %
				Year	Financial	Year	Financial	Year	Financial								
X201	Private Works - Private Works - Other	X201	Private Works Income Other	30,434.22	72,177.76	21,211.00	185,048.78	795.01	35,789.89	203,808.68	233,216.01	478,059.50	290,037.71	154.24%			
X202	Private Works - Private Works - Other	X202	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X203	Private Works - Private Works - Other	X203	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X204	Private Works - Private Works - Other	X204	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X205	Private Works - Private Works - Other	X205	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X206	Private Works - Private Works - Other	X206	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X207	Private Works - Private Works - Other	X207	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X208	Private Works - Private Works - Other	X208	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X209	Private Works - Private Works - Other	X209	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X210	Private Works - Private Works - Other	X210	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X211	Private Works - Private Works - Other	X211	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X212	Private Works - Private Works - Other	X212	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X213	Private Works - Private Works - Other	X213	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X214	Private Works - Private Works - Other	X214	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X215	Private Works - Private Works - Other	X215	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X216	Private Works - Private Works - Other	X216	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X217	Private Works - Private Works - Other	X217	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X218	Private Works - Private Works - Other	X218	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X219	Private Works - Private Works - Other	X219	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X220	Private Works - Private Works - Other	X220	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X221	Private Works - Private Works - Other	X221	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X222	Private Works - Private Works - Other	X222	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X223	Private Works - Private Works - Other	X223	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X224	Private Works - Private Works - Other	X224	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X225	Private Works - Private Works - Other	X225	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X226	Private Works - Private Works - Other	X226	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X227	Private Works - Private Works - Other	X227	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X228	Private Works - Private Works - Other	X228	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X229	Private Works - Private Works - Other	X229	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X230	Private Works - Private Works - Other	X230	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X231	Private Works - Private Works - Other	X231	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X232	Private Works - Private Works - Other	X232	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X233	Private Works - Private Works - Other	X233	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X234	Private Works - Private Works - Other	X234	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X235	Private Works - Private Works - Other	X235	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
X236	Private Works - Private Works - Other	X236	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
C202	Private Works - Private Works - Other	C202	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
C203	Private Works - Private Works - Other	C203	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			
C230	Private Works - Private Works - Other	C230	Private Works Income Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%			

The Job To Date figures provided in this report are effective from 1 July 2009. Council commenced using Spring60 in the 2007/08 financial year but did not commence relating the Works Gregory (A/S) ledger. A/S will be the 2009/10 financial year.

Profit/Loss Summary

Year	Income	Expense	Profit/(Loss)
2012/13	3,475,878.48	3,813,823.11	(339,044.63)
2011/12	5,097,443.07	5,706,180.58	(608,737.51)
2010/11	4,311,170.42	4,627,557.97	(316,387.55)
2009/10	3,541,672.71	1,700,556.66	1,841,116.05
	16,427,473.68	15,848,118.32	579,355.36

LIST OF PAYMENTS FOR FEBRUARY 2013

Municipal Payments

Chq/EFT	Date	Name	Description	Amount
EFT19084	01/02/2013	AGEST	Superannuation contributions	-447.91 CSH
EFT19085	01/02/2013	Australian Super	Superannuation contributions	-6798.98 CSH
EFT19086	01/02/2013	BT - SUPERWRAP PERSONAL SUPER PLAN	Superannuation contributions	-199.14 CSH
EFT19087	01/02/2013	BT BUSINESS SUPER	Superannuation contributions	-80.94 CSH
EFT19088	01/02/2013	BT Financial Group - Rachael Pleasance	Superannuation contributions	-242.50 CSH
EFT19089	01/02/2013	BT Financial Group - Terina Bycroft	Superannuation contributions	-620.49 CSH
EFT19090	01/02/2013	BT SUPER FOR LIFE - SHANE THOMAS	Superannuation contributions	-312.12 CSH
EFT19091	01/02/2013	BUSS (QUEENSLAND) PTY LTD BUSS Q	Superannuation contributions	-629.48 CSH
EFT19092	01/02/2013	CBus Super	Superannuation contributions	-6156.95 CSH
EFT19093	01/02/2013	Care Super	Superannuation contributions	-1403.94 CSH
EFT19094	01/02/2013	Dean and Jane Hathaway Superfund	Superannuation contributions	-645.20 CSH
EFT19095	01/02/2013	EMPLUS	Superannuation contributions	-42.97 CSH
EFT19096	01/02/2013	Hesta Super Fund	Superannuation contributions	-800.11 CSH
EFT19097	01/02/2013	Host Plus Executive Super	Superannuation contributions	-4021.08 CSH
EFT19098	01/02/2013	ING One Answer Personal Super	Superannuation contributions	-1036.80 CSH
EFT19099	01/02/2013	Intrust Super	Superannuation contributions	-513.83 CSH
EFT19100	01/02/2013	MTAA Superannuation Fund	Superannuation contributions	-999.10 CSH
EFT19101	01/02/2013	McDOWELL EXEC. SUPER PLAN	Superannuation contributions	-1377.00 CSH
EFT19102	01/02/2013	Municipal Employees Union	Payroll deductions	-58.20 CSH
EFT19103	01/02/2013	Nationwide Superannuation Fund	Superannuation contributions	-494.01 CSH
EFT19104	01/02/2013	Q SUPER	Superannuation contributions	-1288.70 CSH
EFT19105	01/02/2013	REI Super	Superannuation contributions	-1147.54 CSH
EFT19106	01/02/2013	SIGNATURE SUPER	Superannuation contributions	-601.68 CSH
EFT19107	01/02/2013	SOA Depot Social Club	Payroll deductions	-195.00 CSH
EFT19108	01/02/2013	SUMMIT SUPERANNUATION	Superannuation contributions	-991.58 CSH
EFT19109	01/02/2013	Statewide Super	Superannuation contributions	-442.80 CSH
EFT19110	01/02/2013	WA Local Government Super Plan	Superannuation contributions	-78069.61 CSH
EFT19111	01/02/2013	WestschemeDivision of Australian Super	Superannuation contributions	-6448.74 CSH
EFT19112	07/02/2013	AIT Specialists Pty Ltd	Fuel Tax Credits	-909.81 CSH
EFT19113	07/02/2013	AUSTBROKERS SOUTHERN PTY LTD	Insurance Cover for Household Transit Removal	-745.00 CSH
EFT19114	07/02/2013	Abco Products		-2187.55 CSH
EFT19115	07/02/2013	Alltrack WA Pty Ltd	Plant hire	-213312.00 CSH
EFT19116	07/02/2013	Australian Air Express	Freight charges	-148.71 CSH
EFT19117	07/02/2013	BOC Gases	Purchase of Gas	-902.84 CSH
EFT19118	07/02/2013	Bianca McRae	Refund for dog reg	-18.00 CSH
EFT19119	07/02/2013	Bob Waddell Consultant	Professional Services	-8229.20 CSH
EFT19120	07/02/2013	CENTURION TRANSPORT CO PTY LTD	Freight charges	-1797.35 CSH
EFT19121	07/02/2013	CHEF MASTER AUSTRALIA	Purchase of bin liners	-5246.40 CSH
EFT19122	07/02/2013	CHEFMASTER AUSTRALIA	Purchase of bin liners	-135.20 CSH
EFT19123	07/02/2013	COATES HIRE - ONSLOW	Plant hire	-560.33 CSH
EFT19124	07/02/2013	COMMANDER AUSTRALIA LIMITED	Network and contract charges	-576.09 CSH
EFT19125	07/02/2013	COVS PARTS PTY LTD	Stand vehicle support	-639.36 CSH
EFT19126	07/02/2013	City Barn	Purchase of dog food	-561.49 CSH
EFT19127	07/02/2013	DAVID WILLS & ASSOCIATES	Redevelopment of Onslow aerodrome - consulting engineering services from 25.1.2012 - 28.3.2012	-1562.00 CSH
EFT19128	07/02/2013	DESIREE PEARCE	Refund Children pool passes	-50.00 CSH
EFT19129	07/02/2013	DIRECT TRADES SUPPLY P/L	Purchase of reticulation parts	-1417.53 CSH
EFT19130	07/02/2013	DRILLINE PTY LTD	Plant hire	-11511.50 CSH
EFT19131	07/02/2013	Debbie Walker	Entertainment for school holiday programs	-900.00 CSH
EFT19132	07/02/2013	Department of Planning Operating Account (DAP)	Planning app	-6320.00 CSH
EFT19133	07/02/2013	Direct Office Furniture	Purchase of bookcase	-881.00 CSH
EFT19134	07/02/2013	Doughlas Dias	Reimbursement for expenses	-214.17 CSH
EFT19135	07/02/2013	ERA CONTRACTORS	Various electrical repairs	-1013.46 CSH
EFT19136	07/02/2013	ESS THANLANYJI P/L	Maydays for Jan 2013	-69886.36 CSH
EFT19137	07/02/2013	FRECKLEBERRY	Face painting	-200.00 CSH
EFT19138	07/02/2013	Fuji Xerox Australia Pty Ltd	Lease and rental agreement for printers	-3680.42 CSH
EFT19139	07/02/2013	HOLCIM (AUSTRALIA) PTY LTD	Interest charged	-37.59 CSH
EFT19140	07/02/2013	Hitachi Ltd	Various auto parts	-44.15 CSH
EFT19141	07/02/2013	J. Blackwood & Son Limited	Purchase of various safety equipment	-1758.85 CSH
EFT19142	07/02/2013	JAPANESE TRUCK & BUS SPARES	Various auto parts	-457.95 CSH
EFT19143	07/02/2013	JR & A Hersey Pty Ltd	Staff uniforms	-4640.22 CSH
EFT19144	07/02/2013	Jason Leckie	Refund of dog kennelling	-221.00 CSH
EFT19145	07/02/2013	KERONA COMPUTER SUPPLIES	Purchase of Printer toners	-1273.80 CSH
EFT19146	07/02/2013	Kristy Ranger	Reimbursement for expenses	-341.24 CSH
EFT19147	07/02/2013	Machinery Warehouse	Various auto parts	-2429.00 CSH
EFT19148	07/02/2013	Mercure Hotel Perth	Staff training	-254.00 CSH
EFT19149	07/02/2013	Morley Mower Centre	Various Hardware	-1817.60 CSH
EFT19150	07/02/2013	ONSITE RENTAL GROUP OPERATIONS	Supply of water	-9334.31 CSH
EFT19151	07/02/2013	Onslow Development	Plant hire	-34375.00 CSH
EFT19152	07/02/2013	PILBARA FOOD SERVICES P/L	Refreshment for various events	-2317.71 CSH
EFT19153	07/02/2013	PILBARA HEALTH NETWORK	Refunding overpayment	-700.00 CSH
EFT19154	07/02/2013	Paraburdoo IGA	Refreshment for various events	-25.04 CSH
EFT19155	07/02/2013	Pilbara Mechanical Services	Various auto repairs	-767.80 CSH
EFT19156	07/02/2013	Pilbara Motor Group	Various auto repairs	-2617.27 CSH
EFT19157	07/02/2013	Port Printing Works	Purchase of stationery	-578.60 CSH
EFT19158	07/02/2013	Protector Alsafe	Staff uniforms	-63.90 CSH
EFT19159	07/02/2013	REMA TIPTOP AUSTRALIA P/L	Various auto parts	-288.13 CSH
EFT19160	07/02/2013	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity charges	-10709.92 CSH
EFT19162	07/02/2013	SAS Locksmiths	Purchase of locks and keys	-308.00 CSH
EFT19163	07/02/2013	SCANIA	Various auto parts	-270.60 CSH
EFT19164	07/02/2013	Sinewave Electrical Contractors	Various electrical repairs	-143.00 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

EFT19165	07/02/2013	Site Projects Group	Refund of overpayment	-192.00 CSH
EFT19166	07/02/2013	Staples Australia Pty Limited	Purchase of stationary	-77.10 CSH
EFT19167	07/02/2013	Statewide Cleaning Supplies	Purchase of cleaning products	-858.20 CSH
EFT19168	07/02/2013	T-QUIP	Various auto parts	-2483.60 CSH
EFT19169	07/02/2013	THALANYJI ABORIGINAL CHARITABLE TRUST #2	Salvage works at Onslow Aerodrome	-29826.00 CSH
EFT19170	07/02/2013	TOM PRICE TYREPRO	Various purchase of tyres	-7879.65 CSH
EFT19171	07/02/2013	The Educational Experience P/L	Purchase of equipment for school garden & kids yoga	-202.77 CSH
EFT19172	07/02/2013	Toll Ipec Pty Ltd	Freight charges	-318.87 CSH
EFT19173	07/02/2013	Trick Electric Pty Ltd	Various electrical repairs	-3130.47 CSH
EFT19174	07/02/2013	U GRIME I SHINE	Cleaning fees	-1052.70 CSH
EFT19175	07/02/2013	W C & E IT SERVICES	Refund of overpayment	-821.95 CSH
EFT19176	07/02/2013	WA Hino Sales and Service	Various auto parts	-88.00 CSH
EFT19177	07/02/2013	WA Library Supplies	Purchase of library stock	-238.50 CSH
EFT19178	07/02/2013	WALGA - WA LOCAL GOV. ASSOC.	Advertisement	-5668.27 CSH
EFT19179	07/02/2013	WURTH AUSTRALIA	General workshop supplies	-455.27 CSH
EFT19180	07/02/2013	Westrac Pty Ltd	Various auto repairs	-706.44 CSH
EFT19181	14/02/2013	ANN EYRE	Councillor Allowance Fee	-1166.66 CSH
EFT19182	14/02/2013	ARADON PTY LTD	Assorted Rock critters	-632.67 CSH
EFT19183	14/02/2013	ARCHIVEWISE	Archive storage boxes	-112.90 CSH
EFT19184	14/02/2013	AUSTRALIA POST	Postage charges till 31.1.2013	-1145.26 CSH
EFT19185	14/02/2013	Activ8me	Broadband satellite	-359.90 CSH
EFT19186	14/02/2013	All Rid Pest Management	Pest control	-2893.00 CSH
EFT19187	14/02/2013	Assetic Australia Pty	Progress claim 5th Dec 2012 - 1st Feb 2013	-5967.50 CSH
EFT19188	14/02/2013	Australian Taxation Office - PAYG	Monthly PAYG Withholding for Large Withholders Jan 2013	-330101.29 CSH
EFT19189	14/02/2013	BDO Kendalls Audit & Assurance (WA) P/L	Final fee for audit end of 30.6.2012	-2640.00 CSH
EFT19190	14/02/2013	BEING THERE SOLUTIONS P/L	Months fee	-2435.00 CSH
EFT19191	14/02/2013	BJ & A Building and Maintenance	Building maintenance to 586 King ave	-1642.30 CSH
EFT19192	14/02/2013	BLINK CREATIVE T/A TATTOOADS	Purchase of flags	-319.00 CSH
EFT19193	14/02/2013	BLUE FORCE PTY LTD	Purchase of swipe cards	-1122.00 CSH
EFT19194	14/02/2013	Bathroom Warehouse	Various building supplies	-555.00 CSH
EFT19195	14/02/2013	Bob Waddell Consultant	Assistance with 2012/13 Budget review	-594.00 CSH
EFT19196	14/02/2013	Budget Car and Truck Rental	Car hire	-298.36 CSH
EFT19197	14/02/2013	Bullivants Pty Ltd	To supply Harness as per quote	-774.49 CSH
EFT19198	14/02/2013	CENTURION TRANSPORT CO PTY LTD	Freight charges	-990.19 CSH
EFT19199	14/02/2013	COATES HIRE - ONSLOW	Plant hire	-17307.78 CSH
EFT19200	14/02/2013	COMPASS GROUP (AUSTRALIA) PTY LTD	Overpayment on invoice	-338.48 CSH
EFT19201	14/02/2013	COOPER & OXLEY BUILDERS PTY LTD	Claim 3 for Tom price Sports pavilion	-160619.89 CSH
EFT19202	14/02/2013	COVS PARTS PTY LTD	Various Hardware	-2543.42 CSH
EFT19203	14/02/2013	Christine Main	Printer cartridges	-53.14 CSH
EFT19204	14/02/2013	City Barn	Purchase of poultry mix	-1230.55 CSH
EFT19205	14/02/2013	Cullity's - The Laminex Group	Purchase of Formica floor lock	-95.48 CSH
EFT19206	14/02/2013	DAMPIER PORT AUTHORITY	Lease 16 Parliament pl 10.2.2013 - 9.3.2013	-1372.80 CSH
EFT19207	14/02/2013	DEBORAH WILKES	Refund on overpayment	-130.00 CSH
EFT19208	14/02/2013	DENNIS WRIGHT	Councillor allowance	-1166.66 CSH
EFT19209	14/02/2013	DEPARTMENT OF AGRICULTURE AND FOOD	Quarantine Inspection	-59.00 CSH
EFT19210	14/02/2013	DEPT OF STATE DEVELOPEMENT	Repayment 1 TWA CDF	-291349.00 CSH
EFT19211	14/02/2013	DICE SOLUTIONS	Repairs to Ice machine and boiling	-695.75 CSH
EFT19212	14/02/2013	DIRECT TRADES SUPPLY P/L	Irrigation parts as per quotation 19727	-1685.41 CSH
EFT19213	14/02/2013	Daniel L Naughton	Reimbursement for expenses	-1192.11 CSH
EFT19214	14/02/2013	Department of Planning Operating Account (DAP)	Planning application	-5213.00 CSH
EFT19215	14/02/2013	Direct Office Furniture	Purchase of shire furniture	-881.00 CSH
EFT19216	14/02/2013	Doughlas Dias	Councillor allowance fee	-1166.66 CSH
EFT19217	14/02/2013	Downer EDI Works Pty Ltd	Costs of Supplies and labour to install a new drive way in Paraburadoo	-64746.00 CSH
EFT19218	14/02/2013	E & MJ Roshier Pty Ltd	2012 Kubota RTV 500 utility vehicle	-13750.00 CSH
EFT19219	14/02/2013	EDEN BRAGG	Reimbursement of fuel	-71.00 CSH
EFT19220	14/02/2013	ESS Compass Group	Refreshment for various events	-5750.00 CSH
EFT19221	14/02/2013	ESS Eastern Guruma Pty Ltd (Windawarri Lodge & Rocklea Palms)	Refreshment for various events	-706.74 CSH
EFT19222	14/02/2013	ESS THANLANYJI P/L	Mobilisation to Onslow Aerodrome	-225473.88 CSH
EFT19223	14/02/2013	FOXTEL MANAGEMENT PTY LTD - ONSLOW - 8796587	Foxtel monthly subscription	-6540.00 CSH
EFT19224	14/02/2013	Fuji Xerox Australia Pty Ltd	Printer charges	-212.30 CSH
EFT19225	14/02/2013	GEOFABRICS AUSTRALASIA	Supply of up to 165,000m2 of Tensar	-97341.75 CSH
EFT19226	14/02/2013	GREENWAY ENTERPRISES	Supply Inter Knapsack Sprayer	-380.93 CSH
EFT19227	14/02/2013	GRIFFIN PLANT HIRE PTY LTD	Plant hire	-15939.00 CSH
EFT19228	14/02/2013	HAYNES ROBINSON BARRISTERS & SOLICITORS	Legal advice	-600.60 CSH
EFT19229	14/02/2013	HERBERT SMITH FREEHILLS	Legal advice	-20094.64 CSH
EFT19230	14/02/2013	Hanson Construction Materials	Refund on overpayment	-71.00 CSH
EFT19231	14/02/2013	Hitachi Ltd	Various auto repairs	-1698.84 CSH
EFT19232	14/02/2013	Howard Porter	Bullmaster tri axle side tipper trailer	-131945.00 CSH
EFT19233	14/02/2013	ID CONSULTING PTY LIMITED	Information system for Organisational Development	-3960.00 CSH
EFT19234	14/02/2013	IMPACT MEDIA	Inside Ashburton newsletter and media release	-300.00 CSH
EFT19235	14/02/2013	Independent Valuers of Western Australia Pty Ltd	Valuation services for 60 Second ave Onslow	-9350.00 CSH
EFT19236	14/02/2013	J A Glover	Services provided as Media and Communication Manager for the Period of Jan-Feb 2013	-15862.00 CSH
EFT19237	14/02/2013	J. Blackwood & Son Limited	Various Hardware	-873.08 CSH
EFT19238	14/02/2013	JR & A Hersey Pty Ltd	Various Hardware	-326.69 CSH
EFT19239	14/02/2013	Jaybro Civil & Safety Products	Purchase of signs	-131.67 CSH
EFT19240	14/02/2013	K MART KARRATHA	Purchase of shire furniture	-312.25 CSH
EFT19241	14/02/2013	KEYSTART CONSTRUCTIONS P/L	Installation of windows and louvers at Tom Price office new fire wall	-5697.56 CSH
EFT19242	14/02/2013	KHB Mobile mechanical PTY LTD	Hydraulic Oil	-334.40 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

EFT19243	14/02/2013	L. J. Hooker	Rent for 726 Yiluk Street 1.3.2013 - 31.3.2013	-8477.99 CSH
EFT19244	14/02/2013	LGMA (WA) DIVISION	Staff training	-1920.00 CSH
EFT19245	14/02/2013	LISA SHIELDS	Councillor allowance	-1166.66 CSH
EFT19246	14/02/2013	Linton Rumble	Councillor allowance	-1999.99 CSH
EFT19247	14/02/2013	Lorraine Thomas	Councillor allowance	-1166.66 CSH
EFT19248	14/02/2013	Lyons & Pierce Karratha	Various building maintenance	-462.37 CSH
EFT19249	14/02/2013	M. JOYCE CRANE HIRE	Removal of pontoon	-839.30 CSH
EFT19250	14/02/2013	MICMAHON BURNETT TRANSPORT	Freight charges	-1636.47 CSH
EFT19251	14/02/2013	MEDIA MONITORS PTY LTD	Subscription	-1576.59 CSH
EFT19252	14/02/2013	MICHAEL DUNNE - Mower man	Mowing in Onslow	-443.00 CSH
EFT19253	14/02/2013	Machinery Warehouse	Various auto parts	-355.42 CSH
EFT19254	14/02/2013	Margaret Rowe	Reimbursement for expenses	-126.20 CSH
EFT19255	14/02/2013	Melissa Gough	Reimbursement for expenses	-250.00 CSH
EFT19256	14/02/2013	NO DIG EQUIPMENT PTY LTD	Plant hire	-3850.00 CSH
EFT19257	14/02/2013	Nationwide Oil - Transpacific	Waste oil	-2148.30 CSH
EFT19258	14/02/2013	Nexus WA	Paraburdoo Library stock	-99.26 CSH
EFT19259	14/02/2013	ONSLow LAUNDRY SERVICE	Linen hire for Jan 2013	-2520.75 CSH
EFT19260	14/02/2013	Office Choice Malaga	Purchase of shire stationary	-2623.85 CSH
EFT19261	14/02/2013	Onslow - Karratha Courier Services	Freight charges	-66.00 CSH
EFT19262	14/02/2013	PILBARA FOOD SERVICES P/L	Purchase of various refreshments and cleaning products	-5746.67 CSH
EFT19263	14/02/2013	PINK HYGIENE SOLUTIONS	Hire of sanitary disposal service 28.2.2013 - 27.3.2013	-948.41 CSH
EFT19264	14/02/2013	PLAYRIGHT AUSTRALIA	Staff training	-2013.00 CSH
EFT19265	14/02/2013	Paraburdoo Amateur Swimming Club	Distribution of inside Ashburton Publication Location Paraburdoo Edition Jan 2013	-300.00 CSH
EFT19266	14/02/2013	Paraburdoo IGA	Refreshments for various meetings	-224.43 CSH
EFT19267	14/02/2013	PathWest Lab Medicine WA	Pre employment	-583.02 CSH
EFT19268	14/02/2013	Peerless JAL Pty Ltd	Purchase of cleaning products	-291.96 CSH
EFT19269	14/02/2013	Pilbara Mechanical Services	Various auto repairs	-123.20 CSH
EFT19270	14/02/2013	Port Printing Works	Shire stationary	-446.00 CSH
EFT19271	14/02/2013	Protector Alsafe	Staff uniforms	-1024.41 CSH
EFT19272	14/02/2013	QUALITY PRESS	Advertisement	-2648.80 CSH
EFT19273	14/02/2013	ROBERT BROWN	Reimbursement for expenses	-74.00 CSH
EFT19274	14/02/2013	ROTALOO WA	Maxi 2000 Rota loo for public facilities.	-11056.06 CSH
EFT19275	14/02/2013	Richard Repsevicius	Staff training	-147.62 CSH
EFT19276	14/02/2013	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Labour hire	-2200.00 CSH
EFT19277	14/02/2013	SAMARA IGNOTI	Reimbursement for expenses	-41.92 CSH
EFT19278	14/02/2013	SAS Locksmiths	Purchase of new locks	-756.03 CSH
EFT19279	14/02/2013	SEAN RIPLEY	Reimbursement for expenses	-117.60 CSH
EFT19280	14/02/2013	Sarah Wilson	Reimbursement for expenses	-218.64 CSH
EFT19281	14/02/2013	Savannah Engineers Pty Ltd	Various auto repairs	-412.50 CSH
EFT19282	14/02/2013	Sigma Chemicals	Purchase of chlorine	-31.40 CSH
EFT19283	14/02/2013	Sinewave Electrical Contractors	Various electrical repairs	-68582.80 CSH
EFT19284	14/02/2013	Staples Australia Pty Limited	Purchase of shire stationary	-735.05 CSH
EFT19285	14/02/2013	Sunny Sign Company Pty Ltd	Purchase of signs	-33.88 CSH
EFT19286	14/02/2013	THE HONDA SHOP	Various auto parts	-137.21 CSH
EFT19287	14/02/2013	TOLL FAST	Freight charges	-57.91 CSH
EFT19288	14/02/2013	TOM PRICE TYREPRO	Various auto repairs	-155.00 CSH
EFT19289	14/02/2013	TUSS CONCRETE PTY LTD	Plant hire	-30900.21 CSH
EFT19290	14/02/2013	Toll Ipec Pty Ltd	Freight charges	-2813.58 CSH
EFT19291	14/02/2013	Tom Price Betta Electrical	Digital TV Antenna	-99.00 CSH
EFT19292	14/02/2013	Tom Price Hotel Motel	Ordinary Meeting of Council 23 January 2013	-415.00 CSH
EFT19293	14/02/2013	Tom Price Tyres	Various auto repairs	-1030.00 CSH
EFT19294	14/02/2013	Trick Electricks Pty Ltd	Various electrical repairs	-5480.31 CSH
EFT19295	14/02/2013	VICI PTY LTD	Swim Equipment	-1234.17 CSH
EFT19296	14/02/2013	Vanessa Australia	Purchase of pendant on leather	-567.03 CSH
EFT19297	14/02/2013	WA Library Supplies	Library stock	-699.95 CSH
EFT19298	14/02/2013	Westrac Pty Ltd	Various auto repairs	-592.03 CSH
EFT19299	14/02/2013	Whelans	Plant hire	-13251.70 CSH
EFT19300	21/02/2013	AGEST	Superannuation contributions	-236.99 CSH
EFT19301	21/02/2013	ANIKA SERER	Reimbursement for expenses	-89.65 CSH
EFT19302	21/02/2013	ARCHIVEWISE	Storage Archive Box	-17.15 CSH
EFT19303	21/02/2013	ARLO BRAGG	Various hardware	-34.88 CSH
EFT19304	21/02/2013	Ab Loveridge.com (Anthony Loveridge Agencies)	Purchase of stubby holders for Pilbara princess	-1247.00 CSH
EFT19305	21/02/2013	Aerodrome Management Services Pty Ltd	15 x unserviceability marker 750mm	-1669.53 CSH
EFT19306	21/02/2013	All Park Products	Install 1 x modular triple installation kit with 2 x gas CCG hotplates and gas bottle door	-11258.50 CSH
EFT19307	21/02/2013	Amar Auto Electrics	Various auto parts	-463.00 CSH
EFT19308	21/02/2013	Austral Mercantile Collections Pty Ltd	Debt collection	-5845.84 CSH
EFT19309	21/02/2013	Australian Super	Superannuation contributions	-3135.78 CSH
EFT19310	21/02/2013	BOC Gases	Gas	-611.40 CSH
EFT19311	21/02/2013	BT - SUPERWRAP PERSONAL SUPER PLAN	Superannuation contributions	-66.38 CSH
EFT19312	21/02/2013	BT Financial Group - Rachael Pleasance	Superannuation contributions	-87.69 CSH
EFT19313	21/02/2013	BT Financial Group - Terina Bycroft	Superannuation contributions	-410.77 CSH
EFT19314	21/02/2013	BT SUPER FOR LIFE - SHANE THOMAS	Superannuation contributions	-195.07 CSH
EFT19315	21/02/2013	BUSS (QUEENSLAND) PTY LTD BUSS Q	Superannuation contributions	-382.95 CSH
EFT19316	21/02/2013	Bridgestone Australia WA Office	Various auto parts	-553.87 CSH
EFT19317	21/02/2013	CASH & CARRY	Freight charges	-665.87 CSH
EFT19318	21/02/2013	CBus Super	Superannuation contributions	-3108.11 CSH
EFT19319	21/02/2013	CCR Hose & Fittings (Zoskar P/L)	Repairs to various auto equipment	-913.63 CSH
EFT19320	21/02/2013	COATES HIRE - ONSLOW	Plant hire	-9548.00 CSH
EFT19321	21/02/2013	COLLINS BOOKSELLERS KARRATHA	Library stock	-13.49 CSH
EFT19322	21/02/2013	COVS PARTS PTY LTD	Various auto parts	-408.19 CSH
EFT19323	21/02/2013	Care Super	Superannuation contributions	-467.98 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

EFT19324	21/02/2013	Chemsearch Australia	Purchase of sanitizer	-2284.70 CSH
EFT19325	21/02/2013	Civic Legal Pty Ltd	Legal advice	-16854.59 CSH
EFT19326	21/02/2013	DATACOM SYSTEMS (W.A) P/L	AIMS- Enhancing the Intranet Search Functionality	-29700.00 CSH
EFT19327	21/02/2013	DIRECT TRADES SUPPLY P/L	Various hardware	-6303.65 CSH
EFT19328	21/02/2013	David Gray & Company	Purchase of bins	-2173.38 CSH
EFT19329	21/02/2013	Davric Australia Pty Ltd	Purchase of tea towels and animals scenery	-392.04 CSH
EFT19330	21/02/2013	Dean and Jane Hathaway Superfund	Superannuation contributions	-200.56 CSH
EFT19331	21/02/2013	Dell Computer Ltd	It equipment	-13731.30 CSH
EFT19332	21/02/2013	Discovery HolidayParks - Onslow	Gas	-70.00 CSH
EFT19333	21/02/2013	Downer EDI Works Pty Ltd	Supply and lay asphalt - netball courts and various Tom Price	-165868.18 CSH
EFT19334	21/02/2013	E & MJ Rosher Pty Ltd	Sewell Sweeper Mode	-54951.50 CSH
EFT19335	21/02/2013	EMPLUS	Superannuation contributions	-82.36 CSH
EFT19336	21/02/2013	ERA CONTRACTORS	Repairs to MPC Gym aircon	-379.50 CSH
EFT19337	21/02/2013	ESS Compass Group	Purchase of Fuel	-10919.61 CSH
EFT19338	21/02/2013	EXMOUTH CIVIL PTY LTD	Plant hire	-53735.88 CSH
EFT19339	21/02/2013	FORCE POWER PTY LTD	Supply new switch board	-4110.48 CSH
EFT19340	21/02/2013	Fuji Xerox Australia Pty Ltd	Repairs to printers	-909.95 CSH
EFT19341	21/02/2013	GHD PTY LTD	Structural assessment of the fire damage at Onslow Shire Office	-3300.00 CSH
EFT19342	21/02/2013	GLH CONTRACTING	Hire of caravan	-3245.00 CSH
EFT19343	21/02/2013	HAYNES ROBINSON BARRISTERS & SOLICITORS	Legal advice	-924.00 CSH
EFT19344	21/02/2013	HOLCIM (AUSTRALIA) PTY LTD	Supply of concrete	-887.50 CSH
EFT19345	21/02/2013	Hesta Super Fund	Superannuation contributions	-276.95 CSH
EFT19346	21/02/2013	Host Plus Executive Super	Superannuation contributions	-1536.66 CSH
EFT19347	21/02/2013	Hotel Ibis - Perth	Staff training	-161.10 CSH
EFT19348	21/02/2013	ING One Answer Personal Super	Superannuation contributions	-345.60 CSH
EFT19349	21/02/2013	Intrust Super	Superannuation contributions	-258.53 CSH
EFT19350	21/02/2013	J. Blackwood & Son Limited	Various hardware	-479.84 CSH
EFT19351	21/02/2013	JR & A Hersey Pty Ltd	Various hardware	-1311.25 CSH
EFT19352	21/02/2013	Jason Leckie	Dog Kennelling	-221.00 CSH
EFT19353	21/02/2013	Jason Signmakers	Purchase of signs	-297.66 CSH
EFT19354	21/02/2013	Kleenheat Gas	Purchase of Gas	-1446.97 CSH
EFT19355	21/02/2013	Kota Holdings Pty Ltd T/A Exclusive Iron Ore Jewellery	Necklace and earrings	-629.70 CSH
EFT19356	21/02/2013	Landgate	Mining tenements	-795.45 CSH
EFT19357	21/02/2013	Lo-Go Appointments	Labour hire	-3063.72 CSH
EFT19358	21/02/2013	Local Government Appointments	Employees wages	-5756.08 CSH
EFT19359	21/02/2013	Lyons & Pierce Karratha	Various plumbing repairs and purchase of solar hot water system	-16635.03 CSH
EFT19360	21/02/2013	M. JOYCE CRANE HIRE	Plant hire	-1236.84 CSH
EFT19361	21/02/2013	MACDONALD JOHNSTON ENGINEERING COMPANY	Various auto repairs	-344.42 CSH
EFT19362	21/02/2013	MAYDAY EARTHMOVING	Plant hire	-73535.00 CSH
EFT19363	21/02/2013	MCMAHON BURNETT TRANSPORT	Freight charges	-3395.02 CSH
EFT19364	21/02/2013	MOBILE HEAVY EQUIP SERVICES P/L	Repairs to air con	-451.62 CSH
EFT19365	21/02/2013	MONUMENTAL SERVICES PTY LTD	Provision of Feasibility and Management Plan	-5445.00 CSH
EFT19366	21/02/2013	MTAA Superannuation Fund	Superannuation contributions	-396.61 CSH
EFT19367	21/02/2013	MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware	-147.05 CSH
EFT19368	21/02/2013	Machinery Warehouse	Various auto parts	-80.00 CSH
EFT19369	21/02/2013	McDOWELL EXEC. SUPER PLAN	Superannuation contributions	-648.00 CSH
EFT19370	21/02/2013	Municipal Employees Union	Payroll deductions	-19.40 CSH
EFT19371	21/02/2013	Nationwide Superannuation Fund	Superannuation contributions	-200.56 CSH
EFT19372	21/02/2013	Nexus WA	Freight charges	-3429.27 CSH
EFT19373	21/02/2013	ONSITE RENTAL GROUP OPERATIONS (WA) (Statewide Equip Hire)	Plant hire	-15495.73 CSH
EFT19374	21/02/2013	OPEN SPATIAL AUST. PTY LTD	Subscription	-291.50 CSH
EFT19375	21/02/2013	OUTER BOUNDS PHOTOGRAPHY	Leadership training	-398.75 CSH
EFT19376	21/02/2013	Onslow - Karratha Courier Services	Purchase of cleaning products	-1705.92 CSH
EFT19377	21/02/2013	Onslow Supermarket	Onslow supermarket purchases	-2873.94 CSH
EFT19378	21/02/2013	P & M AUTOMOTIVE EQUIPMENT	Various auto parts	-229.90 CSH
EFT19379	21/02/2013	PCS - PILBARA CONCRETE SERVICE	Supply of concrete	-1687.40 CSH
EFT19380	21/02/2013	PILBARA FOOD SERVICES P/L	Refreshments for various meetings	-1173.22 CSH
EFT19381	21/02/2013	Paraburdoo IGA	Refreshments for various meetings	-126.62 CSH
EFT19382	21/02/2013	Paraburdoo Inn	Accommodation for Councillor	-246.50 CSH
EFT19383	21/02/2013	Pilbara Mechanical Services	Various auto repairs	-1482.54 CSH
EFT19384	21/02/2013	Pilbara Motor Group	Various auto parts	-216.74 CSH
EFT19385	21/02/2013	Protector Alsafe	Staff uniforms	-205.92 CSH
EFT19386	21/02/2013	Q SUPER	Superannuation contributions	-596.70 CSH
EFT19387	21/02/2013	QUALITY PRESS	Purchase of shire stationary	-4383.50 CSH
EFT19388	21/02/2013	REI Super	Superannuation contributions	-450.00 CSH
EFT19389	21/02/2013	ROBE RIVER IRON ASSOCIATES	Planning application	-1856.60 CSH
EFT19390	21/02/2013	ROSSY'S TILT TRAY HIRE	Staff relocation	-220.00 CSH
EFT19391	21/02/2013	ROXBY RETAIL ARCHITECTS	Contract Finalisation assistance	-5692.50 CSH
EFT19392	21/02/2013	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity	-11214.43 CSH
EFT19393	21/02/2013	Rob Paull & Associates	Professional services	-12521.00 CSH
EFT19394	21/02/2013	SAFE (SAVING ANIMALS FROM EUTHANASIA)INC	Donation	-61.00 CSH
EFT19395	21/02/2013	SHENTON ENTERPRISES	Freight charges	-748.00 CSH
EFT19396	21/02/2013	SIGNATURE SUPER	Superannuation contributions	-200.56 CSH
EFT19397	21/02/2013	SOA Depot Social Club	Payroll deductions	-65.00 CSH
EFT19398	21/02/2013	SUMMIT SUPERANNUATION	Superannuation contributions	-64.35 CSH
EFT19399	21/02/2013	Sinewave Electrical Contractors	Various electrical repairs	-17021.95 CSH
EFT19400	21/02/2013	Staples Australia Pty Limited	Shire stationary	-1587.95 CSH
EFT19401	21/02/2013	Star Track Express Pty Ltd	Freight charges	-148.71 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

EFT19402	21/02/2013	Statewide Super	Superannuation contributions	-246.00 CSH
EFT19403	21/02/2013	Susanna Tope	Entertainment for school holiday	-2050.00 CSH
EFT19404	21/02/2013	T W BYWATERS	Various auto parts	-13750.00 CSH
EFT19405	21/02/2013	TOLL EXPRESS	Freight charges	-118.54 CSH
EFT19406	21/02/2013	TOM PRICE TYREPRO	Various auto repairs	-8329.30 CSH
EFT19407	21/02/2013	TRACEY BOLLAND	Monthly rental	-4333.33 CSH
EFT19408	21/02/2013	TUSS CONCRETE PTY LTD	Plant and labour hire	-80681.87 CSH
EFT19409	21/02/2013	The Educational Experience P/L	Library stock	-11.40 CSH
EFT19410	21/02/2013	The Shell Company of Australia Ltd	Purchase of fuel	-41151.71 CSH
EFT19411	21/02/2013	The Workwear Group - Neat and Trim	Staff uniforms	-3217.71 CSH
EFT19412	21/02/2013	Tom Price Betta Electrical	Purchase of moven and kettle	-136.95 CSH
EFT19413	21/02/2013	Tom Price Tyres	Various auto parts	-919.50 CSH
EFT19414	21/02/2013	Toyo Tyre & Rubber Australia Ltd	Various auto parts	-9759.90 CSH
EFT19415	21/02/2013	Trisley's Hydraulic Services P/L	Dry Chlorine 40kg	-4158.00 CSH
EFT19416	21/02/2013	WA Local Government Super Plan	Superannuation contributions	-28034.76 CSH
EFT19417	21/02/2013	WALGA - WA LOCAL GOV. ASSOC.	Preparation of procurement documentation for the upgrade of digital TV services	-1545.50 CSH
EFT19418	21/02/2013	WELLTECH	Mega Fill high speed truck fill pump unit (4 weeks), Mobilisation by McMahon transport or others at cost	-8049.80 CSH
EFT19419	21/02/2013	WEST COAST SHEDS - RAHA PLANTATION PTY LTD	Sports Oval Shed Pannawonica	-5330.00 CSH
EFT19420	21/02/2013	WILD EYED PRESS PTY LTD	Library stock	-538.57 CSH
EFT19421	21/02/2013	WURTH AUSTRALIA	Extraction socket set	-317.39 CSH
EFT19422	21/02/2013	Westrac Pty Ltd	Various auto parts	-323.67 CSH
EFT19423	21/02/2013	WestschemeDivision of Australian Super	Superannuation contributions	-1995.75 CSH
EFT19424	28/02/2013	AUSTRAL CONSTRUCTION PTY LTD	Refund paid in error	-4950.00 CSH
EFT19425	28/02/2013	ST JOHN AMBULANCE TOM PRICE	Purchase of first aid equipment	-96.00 CSH
EFT19426	28/02/2013	AIT Specialists Pty Ltd	Review of records and determination Fuel tax credits	-4727.69 CSH
EFT19427	28/02/2013	Abco Products	Purchase of toilet paper	-1359.22 CSH
EFT19428	28/02/2013	Aerodrome Management Services Pty Ltd	Assistance with the preparation of a MWOP for the apron extension at the Onslow Aerodrome	-6160.00 CSH
EFT19429	28/02/2013	Airport Lighting Specialists	Blue E Flare	-5875.10 CSH
EFT19430	28/02/2013	Alltrack WA Pty Ltd	Mobilisation and plant hire	-553951.75 CSH
EFT19431	28/02/2013	BINNING PTY LTD	Plant hire	-38154.70 CSH
EFT19432	28/02/2013	BJ & A Building and Maintenance	Please remove damaged timber patio and replace with new steel patio	-5473.60 CSH
EFT19433	28/02/2013	BROADCAST AUSTRALIA	Facilities leasing	-49.18 CSH
EFT19434	28/02/2013	Bird Gard Australia	Eagle kit	-1930.40 CSH
EFT19435	28/02/2013	Bob Waddell Consultant	Assistance with 12/13 annual budget review	-5234.63 CSH
EFT19436	28/02/2013	CENTURION TRANSPORT CO PTY LTD	Freight Charges	-272.87 CSH
EFT19437	28/02/2013	CLARK RUBBER BALCATTA	Purchase of floating mat	-258.00 CSH
EFT19438	28/02/2013	CLEVER PATCH PTY LTD	Purchase of equipment on behalf of Onslow Play Group	-524.15 CSH
EFT19439	28/02/2013	COATES HIRE - ONSLOW	Plant hire	-23936.00 CSH
EFT19440	28/02/2013	COMPAC MARKETING AUST. P/L	Banners for Christmas	-990.00 CSH
EFT19441	28/02/2013	Centrel Pty Ltd T/A BP Reliance Petroleum	Purchase of fuel	-256612.55 CSH
EFT19442	28/02/2013	Civic Legal Pty Ltd	Legal advice	-29851.77 CSH
EFT19443	28/02/2013	David Gray & Company	Supply Round Up Attack 20Ltr drum	-1654.62 CSH
EFT19444	28/02/2013	Dell Computer Ltd	IT Equipment	-9212.50 CSH
EFT19445	28/02/2013	Denver Technology	Management Services and Technical Support	-7020.75 CSH
EFT19446	28/02/2013	ESS Compass Group	Various Misc. Shop purchases	-336.00 CSH
EFT19447	28/02/2013	ESS Eastern Guruma Pty Ltd (Windawarri Lodge & Rocklea Palms)	Catering for function	-1036.04 CSH
EFT19448	28/02/2013	EXECUTIVE MEDIA PTY LTD	Advertisement	-3990.00 CSH
EFT19449	28/02/2013	EXMOUTH CIVIL PTY LTD	Plant hire	-27028.65 CSH
EFT19450	28/02/2013	Fire Rescue Safety Australia Pty Ltd	Purchase of batteries	-104.50 CSH
EFT19451	28/02/2013	Frank B Ludovico	Reimbursement for expenses	-609.35 CSH
EFT19452	28/02/2013	Fuji Xerox Australia Pty Ltd	Lese rental	-2335.30 CSH
EFT19453	28/02/2013	GRIFFIN PLANT HIRE PTY LTD	Plant hire	-31845.00 CSH
EFT19454	28/02/2013	Garrards Pty Ltd	Aqua K Othrin	-3045.04 CSH
EFT19455	28/02/2013	Geotech Materials Testing Services	Light 4X4 vehicle including generator, toolbox and testing apparatus at	-24322.20 CSH
EFT19456	28/02/2013	HAVEN DESIGNS	Maintenance of various property in Tom Price Retention release	-33099.00 CSH
EFT19457	28/02/2013	HAYNES ROBINSON BARRISTERS & SOLICITORS	Legal advice	-1801.80 CSH
EFT19458	28/02/2013	ICPA WA	Donation	-500.00 CSH
EFT19459	28/02/2013	J. Blackwood & Son Limited	Various hardware	-1959.75 CSH
EFT19460	28/02/2013	JAPANESE TRUCK & BUS SPARES	Various auto parts	-8829.80 CSH
EFT19461	28/02/2013	JENKO WELDING & MARINE SERVICES	Install dog cage on rangers ute	-2952.40 CSH
EFT19462	28/02/2013	Jacqueline MacMunn	Reimbursement for expenses	-92.17 CSH
EFT19463	28/02/2013	John Shenton Pumps	Purchase of pump	-748.00 CSH
EFT19464	28/02/2013	KEYSTART CONSTRUCTIONS P/L	Re-construction of the area W netball court fencing	-16655.10 CSH
EFT19465	28/02/2013	KINETIC COPYWRITING	Preparing scope and copywriter induction	-3729.00 CSH
EFT19466	28/02/2013	LINKLETTERS GRAPHIC DESIGN	Printing charges	-2332.00 CSH
EFT19467	28/02/2013	LISA SHIELDS	Purchase of refreshments	-660.00 CSH
EFT19468	28/02/2013	LOCAL GOVERNMENT PUBLIC RELATION ASSOCIATION	Staff training	-990.00 CSH
EFT19469	28/02/2013	Landgate	Land enquiries	-2000.00 CSH
EFT19470	28/02/2013	Lo-Go Appointments	Labour hire	-2399.32 CSH
EFT19471	28/02/2013	M. JOYCE CRANE HIRE	Plant hire	-1454.04 CSH
EFT19472	28/02/2013	MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware	-3518.21 CSH
EFT19473	28/02/2013	Mercure Hotel Perth	Staff training	-585.00 CSH
EFT19474	28/02/2013	NAMELESS JARNDUNMUNHA FESTIVAL	Sponsorship for the 2013 Nameless Festival	-49500.00 CSH
EFT19475	28/02/2013	NEIL MACAULAY	Reimbursement for expenses	-803.01 CSH
EFT19476	28/02/2013	NWSP	Install brass Tee piece and none return valve	-447.70 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

EFT19477	28/02/2013	Navigo Pty Ltd	OrgPlus Support & Maintenance for Professional	-435.60 CSH
EFT19478	28/02/2013	ONSLOW PLAYGROUP	Distribution of inside Ashburton publication location Onslow edition Jan 13	-500.00 CSH
EFT19479	28/02/2013	Office Choice Malaga	Shire stationary	-2332.82 CSH
EFT19480	28/02/2013	Onslow Community Resource Centre	Purchase of telephones	-60.00 CSH
EFT19481	28/02/2013	Onslow Development	Plant hire	-20625.00 CSH
EFT19482	28/02/2013	PILBARA FOOD SERVICES P/L	Refreshments for various meetings	-184.00 CSH
EFT19483	28/02/2013	Paraburdo IGA	Refreshments for various meetings	-15.15 CSH
EFT19484	28/02/2013	Pilbara Motor Group	Purchase of a new vehicle	-51975.38 CSH
EFT19485	28/02/2013	Prime Corporate Psychology Services T/A Primexl	Case management	-6531.25 CSH
EFT19486	28/02/2013	Protector Alsafé	Staff uniforms	-89.95 CSH
EFT19487	28/02/2013	Quality Publishing Australia	Library stock	-351.14 CSH
EFT19488	28/02/2013	RAY WHITE EXMOUTH	Rent	-23022.15 CSH
EFT19489	28/02/2013	RED 11 PTY LTD	Sound Station wireless	-1461.68 CSH
EFT19490	28/02/2013	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Water usage	-329.56 CSH
EFT19491	28/02/2013	Rob Paull & Associates	Professional services	-20253.00 CSH
EFT19492	28/02/2013	Royal Life Saving Society	Staff training	-70.00 CSH
EFT19493	28/02/2013	Royal Wolf Trading	Transportable hire	-102283.40 CSH
EFT19494	28/02/2013	SAS Locksmiths	Purchase of padlocks	-790.44 CSH
EFT19495	28/02/2013	STUART HAYNES	Reimbursement for expenses	-1200.00 CSH
EFT19496	28/02/2013	Scribal Group Pty Ltd T/as Carbonrib Wa Pty Ltd	Purchase of thongs	-1175.00 CSH
EFT19497	28/02/2013	Seton Australia	Fragrance preference pack	-284.90 CSH
EFT19498	28/02/2013	Sinewave Electrical Contractors	Various electrical repairs	-3269.20 CSH
EFT19499	28/02/2013	Staples Australia Pty Limited	Shire stationary	-627.29 CSH
EFT19500	28/02/2013	TOM PRICE TYREPRO	Various auto repairs	-750.00 CSH
EFT19501	28/02/2013	TPG Town Planning & Urban Design	Design and submit plans for industrial subdivision at Onslow Airport	-8326.18 CSH
EFT19502	28/02/2013	TUSS CONCRETE PTY LTD	Transport charges	-1815.00 CSH
EFT19503	28/02/2013	Toll Ipec Pty Ltd	Freight charges	-6333.75 CSH
EFT19504	28/02/2013	Trisley's Hydraulic Services P/L	Dry Chlorine 10kg	-4422.00 CSH
EFT19505	28/02/2013	U GRIME I SHINE	Cleaning at 27 willow rd	-1116.50 CSH
EFT19506	28/02/2013	WA Local Government Super Plan	Council super contribution	-1812.22 CSH
EFT19507	28/02/2013	WISEWOULD MAHONY LAWYERS	Legal advice	-20756.18 CSH
EFT19508	28/02/2013	Westrac Pty Ltd	Various auto repairs	-302.08 CSH
Total				-\$ 4,535,156.42

Municipal Cheques

CHQ/EFT	Date	Name	Description	Amount
26716	01/02/2013	ACCOUNTANTS SUPER	Superannuation contributions	-409.26 CSH
26717	01/02/2013	AMP Corporate Superannuation (SuperLeader)	Superannuation contributions	-3423.35 CSH
26718	01/02/2013	AMP LIFE LIMITED	Superannuation contributions	-1126.92 CSH
26719	01/02/2013	AXA - Generations Personal Super Plan	Superannuation contributions	-384.58 CSH
26720	01/02/2013	Asgard Wealth Solutions Super	Superannuation contributions	-274.69 CSH
26721	01/02/2013	Colonial First State Super Investments Ltd	Superannuation contributions	-2715.90 CSH
26722	01/02/2013	Commonwealth Personal Superannuation	Superannuation contributions	-1266.63 CSH
26723	01/02/2013	IIOF Portfolio Services - 180628MME01	Superannuation contributions	-2916.18 CSH
26724	01/02/2013	MLC Super	Superannuation contributions	-1153.84 CSH
26725	01/02/2013	Rest Superannuation	Superannuation contributions	-3230.14 CSH
26726	01/02/2013	Shire of Ashburton (Payroll Deductions)	Payroll deductions	-2601.75 CSH
26727	01/02/2013	Spectrum Super	Superannuation contributions	-738.00 CSH
26728	01/02/2013	Suncorp Superannuation	Superannuation contributions	-276.31 CSH
26729	01/02/2013	Sunsuper	Superannuation contributions	-2862.73 CSH
26730	01/02/2013	Tasplan Super	Superannuation contributions	-3386.30 CSH
26731	01/02/2013	Telstra Super Pty Ltd	Superannuation contributions	-414.72 CSH
26732	01/02/2013	UNISUPER	Superannuation contributions	-541.51 CSH
26733	07/02/2013	Australian Business Pages Directory	Directory renewal	-214.50 CSH
26734	07/02/2013	Horizon Power	Electricity usage	-34384.37 CSH
26735	07/02/2013	Shire of Ashburton (Petty Cash)	Petty cash reimbursement	-759.78 CSH
26736	07/02/2013	TELSTRA	Telephone costs	-11507.71 CSH
26737	07/02/2013	Water Corporation	Water charges	-17661.45 CSH
26738	14/02/2013	C. Munro Contractors	Various plumbing repairs	-810.90 CSH
26739	14/02/2013	Cecilia Fernandez	Councillor allowance	-1166.66 CSH
26740	14/02/2013	Commissioner of Police Fire Arms Branch	Fire arm licence til 26.2.2014	-109.70 CSH
26741	14/02/2013	INSTANT TRANSPORTABLE OFFICES PTY LTD	Portable office	-2693.13 CSH
26742	14/02/2013	PARABURDOO SAINTS FOOTBALL & SPORTING CLUB	Donation	-500.00 CSH
26743	14/02/2013	PETER FOSTER	Councillor allowance	-1166.66 CSH
26744	14/02/2013	TELSTRA	Telephone costs	-33736.64 CSH
26745	14/02/2013	TOM PRICE HORSE AND PONY CLUB	Distribution of Inside Ashburton	-500.00 CSH
26746	21/02/2013	ACCOUNTANTS SUPER	Superannuation contributions	-574.00 CSH
26747	21/02/2013	AMP Corporate Superannuation (SuperLeader)	Superannuation contributions	-1710.46 CSH
26748	21/02/2013	AMP LIFE LIMITED	Superannuation contributions	-637.13 CSH
26749	21/02/2013	AXA - Generations Personal Super Plan	Superannuation contributions	-144.79 CSH
26750	21/02/2013	Asgard Wealth Solutions Super	Superannuation contributions	-103.22 CSH
26751	21/02/2013	BLOCKBUSTER VIDEO TOM PRICE	Library stock	-500.15 CSH
26752	21/02/2013	Battery World - Osborne Park	Purchase of batteries	-360.00 CSH
26753	21/02/2013	Bunnings Warehouse	Various hardware	-322.50 CSH
26754	21/02/2013	C. Munro Contractors	Various building repairs in Onslow	-49431.51 CSH
26755	21/02/2013	COUNTRY WOMEN'S ASSOC WA	Refund on hall hire	-17.50 CSH
26756	21/02/2013	Colonial First State Super Investments Ltd	Superannuation contributions	-1042.05 CSH
26757	21/02/2013	Commonwealth Personal Superannuation	Superannuation contributions	-410.31 CSH
26758	21/02/2013	Home Hardware	Various hardware	-471.10 CSH
26759	21/02/2013	Horizon Power	Electricity usage	-214.84 CSH

LIST OF PAYMENTS FOR FEBRUARY 2013

26760	21/02/2013	IOOF Portfolio Services - 180628MME01	Superannuation contributions	-966.74	CSH
26761	21/02/2013	Kerry White	Presidents allowance	-5666.66	CSH
26762	21/02/2013	LESTOK TOURS PTY LTD	Bus travels	-610.00	CSH
26763	21/02/2013	MLC Super	Superannuation contributions	-719.59	CSH
26764	21/02/2013	Onslow Volunteer Emergency Services	Donation	-175.00	CSH
26765	21/02/2013	Panthers Football Club	Reimbursement for expenses	-500.00	CSH
26766	21/02/2013	Rest Superannuation	Superannuation contributions	-1517.92	CSH
26767	21/02/2013	Royal Flying Doctor Service	Donation	-175.00	CSH
26768	21/02/2013	Shire of Ashburton	Planning fee	-139.00	CSH
26769	21/02/2013	Shire of Ashburton (Payroll Deductions)	Payroll deductions	-400.00	CSH
26770	21/02/2013	Shire of Ashburton (Petty Cash)	Petty cash	-288.64	CSH
26771	21/02/2013	Spectrum Super	Superannuation contributions	-246.00	CSH
26772	21/02/2013	Suncorp Superannuation	Superannuation contributions	-152.11	CSH
26773	21/02/2013	Sunsuper	Superannuation contributions	-1267.79	CSH
26774	21/02/2013	TELSTRA	Telephone costs	-34958.79	CSH
26775	21/02/2013	Tasplan Super	Superannuation contributions	-886.53	CSH
26776	21/02/2013	Telstra Super Pty Ltd	Superannuation contributions	-206.83	CSH
26777	21/02/2013	UNISUPER	Superannuation contributions	-313.67	CSH
26778	21/02/2013	Water Corporation	Water usage	-746.75	CSH
26779	28/02/2013	AUSTRALIAN TAXATION OFFICE	Unpaid superannuation	-903.14	CSH
26780	28/02/2013	C. Munro Contractors	Various building repairs in Onslow	-6637.20	CSH
26781	28/02/2013	COUNTRY WOMEN'S ASSOC WA	Donation	-500.00	CSH
26782	28/02/2013	Horizon Power	Electricity usage	-66.16	CSH
26783	28/02/2013	PARABURDOO SAINTS FOOTBALL & SPORTING CLUB	Donation	-250.00	CSH
26784	28/02/2013	PILBARA IRON COMPANY SERVICES	Rates refund	-476.16	CSH
26785	28/02/2013	Posties General Store	Purchase of newspapers and magazines	-3972.85	CSH
26786	28/02/2013	TELSTRA	Telephone costs	-348.88	CSH
Total				-\$ 251,965.28	

Trust Payments

CHQ/EFT	Date	Name	Description	Amount	
202627	08/02/2013	ALEC TUCKER	Refund for hall hire	-522.00	CSH
202628	08/02/2013	BJK Publishing & Photography	Sales of Photographic	-136.50	CSH
202629	08/02/2013	Bernie Smith	Refund for housing bond	-600.00	CSH
202630	08/02/2013	Builders Registration Board of WA	BRB Levy	-62929.11	CSH
202631	08/02/2013	Construction Training Fund	CIFT Levy	-135606.49	CSH
202632	08/02/2013	Frank Richardson	Sales of Photographic	-571.20	CSH
202633	08/02/2013	Kerry Marriott	Car trap refund	-110.00	CSH
202634	08/02/2013	LESTOK TOURS PTY LTD	Mine tour costs	-1051.79	CSH
202635	08/02/2013	MERCEDE FOX	Car trap refund	-110.00	CSH
202636	08/02/2013	Shire of Ashburton	Shire commission	-353.41	CSH
Total				-\$ 201,990.50	

Credit Card Payments FEBUARY STATEMENTS

CHQ/EFT	Date	Name	Description	Amount	
ALL JAN 13-01	03/02/2013	Qantas	Purchase of Flights for Empllyess	-36105.07	
FL JAN 13-10	03/02/2013	Landgate	Appliuication fees	-320.00	
FL JAN 13-11	03/02/2013	Tom Price Hotel Motel	Dinner expenses for Frank and Commissioner Ron Yuryerich and ordinary council meeting	-558.80	
FL/FM JAN 13-14	03/02/2013	THE BLUE POD COFFEE CO. P/L	Purchase of coffe pods	-1200.00	
FL JAN 13-15	03/02/2013	CALTEX EXMOUTH	Purchase of fuel	-204.23	
FM JAN 13-07	03/02/2013	Seek Limited	Advertisement for manager of building	-247.50	
FM JAN 13-08	03/02/2013	SKYWEST AIRLINES PTY LTD	Flights for christine main to do training	-254.03	
FM JAN 13-09	03/02/2013	City of Perth	Workers comp meeting - parking	-6.10	
FM JAN 13-12	03/02/2013	THE ASHBURTON RESORT MOTEL	Accomidation for James McCue	-330.00	
FM JAN 13-16	03/02/2013	LORNA JANE	Prizes for emma heys for step into summer	-100.00	
FL JAN 13-05	03/02/2013	HOLCIM (AUSTRALIA) PTY LTD	Sand for SES	-306.90	
FK JAN13-23	03/02/2013	AGODA.COM	Staff training	-210.00	
AO JAN13-01	03/02/2013	IQPC	Staff training	-3408.90	
BS JAN 13 - 01	03/02/2013	WA Police Legacy	App for National Police Cert	-62.75	
BS JAN13-02	03/02/2013	DEPARTMENT OF COMMERCE	App for building surveyor Accreditation - no receipt	-295.00	
DW JAN-13-01	03/02/2013	Ideal Shop	Australian flag inflatable thing	-171.45	
DW JAN 13-02	03/02/2013	The Diggers Club	Membership renewal 1 year and various materials	-362.40	
DW JAN13-03	03/02/2013	Karratha Adventure Sports	40 Pool Noodles	-220.00	
DW JAN 13-04	03/02/2013	Clark Rubber Joondalup	Floating pod mats	-460.00	
DW JAN13-05	03/02/2013	Coles Supermarkets - Tom Price	Refreshments for various meetings	-1017.70	
Total				-\$ 45,840.83	

MUNICIPAL TOTALS	
EFT TRANSACTIONS	-\$4,535,156.42
CHEQUES	-\$251,965.28
CREDIT CARDS	-\$45,840.83
	-\$4,832,962.53
TRUST TOTALS	
CHEQUES	-\$201,990.50
	-\$201,990.50

~~Fourth Schedule~~~~Seizure/Impounding Fees~~

For the impounding of a vehicle	\$80.00
For the seizure of a vehicle (towing fees)	\$40.00
For the recovery of a seized/impounded vehicle from an appointed place	\$10.00 per day for each day or part of each day

~~Dated this 5th day of July 1996.~~~~The Common Seal of the Shire of Ashburton was duly affixed by Authority of Resolution of the Council in the presence of—~~~~E. G. ROBBINS, President.
L. A. VICKERY, Shire Clerk.~~~~Recommended—~~~~PAUL D. OMODEI, Minister for Local Government.~~~~Approved by His Excellency the Governor in Executive Council.
This 3rd day of December 1996.~~~~J. PRITCHARD, Clerk of Council.~~

LG307

LOCAL GOVERNMENT ACT 1960*The Municipality of the Shire of Ashburton***BY-LAWS RELATING TO AERODROMES**

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the Shire of Ashburton hereby records having resolved on the 19 September 1995 to make and submit for confirmation by the Governor the following By-laws;

Application

1. These By-laws shall apply to and be in force within that portion of the district of the Shire of Ashburton as is hereinafter described as the aerodrome.

Interpretation

2. (a) In these by-laws, unless the context otherwise indicates or requires, the following terms shall have the meanings respectively assigned to them, that is to say—

“Act” means the Air Navigation Act 1920 as amended of the Commonwealth of Australia or any other Act or Acts of the Commonwealth relating to air navigation for the time being in force.

“Aircraft” means any machine or craft that can derive support in the atmosphere from the reactions of the air.

“Aerodrome” means all that land comprising Ashburton location 16 and being the whole of the land comprised in Certificate of Title Volume 1772 Folio 846.

“Aerodrome Manager” means the officer appointed by or under the authority of the Council for the time being for directing and controlling the traffic of aircraft on any aerodrome or of persons having business with aircraft on any aerodrome.

“Carpark” means the portion of the aerodrome set aside for the purpose of parking vehicles, which may be designated in accordance with these By-laws, to be used for the parking of vehicles.

“Council” means the Council of the Municipality of the Shire of Ashburton.

“Local Government Act” means the Local Government Act 1960, as amended, or any Act for the time being in force amending or in substitution thereof.

“Owner” includes lessee, charter and person for the time being in possession or control of an aircraft.

“Pilot” means the person actually controlling an aircraft at the relevant time and if there is no such person, then the person entitled to be in control.

“Regulations” means the Air Navigation Regulations made under the Act and for the time being in force by virtue of the Act.

“Reporting Officer” means any person appointed by or under the authority of the Council who under the supervision of the Aerodrome Manager shall control and supervise the movement of aircraft, direct crew, passengers and any other person anywhere within the precincts of the Aerodrome and supervise and direct the movement of vehicles within the precincts of the Aerodrome and enforce these By-laws in relation to the same and generally supervise the use of the Aerodrome.

“Rules and Practices for Aerodromes” where referred to in the By-laws shall be taken to mean the Rules and Practices for Aerodromes (RPA’s) as issued by the Civil Aviation Authority of Australia.

2. (b) Any term defined in the Act or Regulations shall have the same meanings in these By-laws unless inconsistent with the context or subject matter hereof.

Use by Aircraft

3. (a) The owner of every aircraft shall be entitled upon and subject to compliance with these By-laws to use the Aerodrome for the landing, servicing and departure of his aircraft and the embarkment and disembarkment of passengers and freight.

(b) Unless and until so determined by the aerodrome manager, any aerodrome shall not be open to use for flying where the surface of the runway at the aerodrome may be or may reasonably be expected to be unsafe for landing or departure of aircraft. Provided that, in the case of emergency, landings may be made, entirely at the owner’s risk, and the Council shall accept no liability what so ever for damages to any property or person as a result of the use of an aerodrome not open to use.

Buildings, Notices, etc.

4. Subject to the Act and Regulations, the Council may—

- (a) erect, make, or place upon any aerodrome in such positions, buildings, structures, barriers, conveniences, amenities, signposts, notices, markings and other things as it may see fit for the more complete, effective, convenient, and safe use and enjoyment of any aerodrome as a public landing ground for aircraft;
- (b) grant to any person, upon application, permission to erect signs, buildings, refuelling sites, or any other structure or thing consistent with the use of the land as an aerodrome, subject, if the Council considers fit, to the payment of a rental for the use of the land upon which such signs, buildings, refuelling sites, or other structures or things are or is erected. Such permission may be granted by the Council subject to such terms and conditions as it may deem fit.

Right of Entry to Apron Area of Aerodrome

5.1 Save as herein provided, a person other than—

- (a) persons lawfully employed upon duties in or about the supervision and control of any aerodrome or in or about the arrival, departure, or servicing of, or other attention upon aircraft lawfully using any aerodrome; or
- (b) the person greeting or seeing off a passenger or intending passengers by aircraft lawfully using the airports;

shall not enter or be upon an apron area of the aerodrome or part thereof.

5.2 The Council may from time to time set apart any specified part or parts of any aerodrome—

- (a) to which persons other than those mentioned in By-law 5.1 (a) shall not be admitted;
- (b) to which the general public, or any limited classes of the general public, may be admitted, either at all times or at specified times, or for limited periods and generally upon such terms or conditions as the Council may determine;
- (c) to which no vehicle may be admitted, or to which vehicles may be admitted only on such terms and conditions as the Council may determine;
- (d) to which only persons from time to time, designated by the Council should be admitted.

5.3 Suitable notices shall be placed by the Council indicating the limit of any part of any aerodrome set apart for any special or limited use under this By-law.

5.4 Notwithstanding the provisions of this By-law and By-law 11 the Council may on special occasions, such, as an aerial pageant or other event of public interest, make such arrangements for the control of any aerodrome and charge such fees for participation and for admission as it may by resolution impose.

5.5 No person shall bring, or permit to stray, on to any aerodrome any horse, cattle, sheep or goats without authority from the Council. Any such animal so found trespassing without authority may be removed from the aerodrome by any officer or employee of the Council, or by any person authorised to do so. Any person bringing, or permitting any such animal to stray, on to any aerodrome without authority, shall be liable to a penalty not exceeding One Hundred Dollars. (\$100.00)

5.6 A blind person may bring onto the aerodrome, an accompanying dog and any person may bring onto the aerodrome any animal being, or to be airfreighted to or from the airport, as the case maybe, provided that person exercises effective control over the animal at all times.

6. It shall be an offence, punishable by a penalty not exceeding One Hundred Dollars (\$100.00) for any person, without permission of the Council, to enter or be upon any part of any aerodrome to which he is not entitled under the provisions of By-law 5 to admission.

Conduct of Persons on Aerodrome

7. Every person admitted to or being upon any aerodrome shall whilst thereon behave himself in a proper and becoming manner and so as not to cause any annoyance or inconvenience to any other person lawfully thereon, and shall obey any directions reasonably given to him by the reporting officer or any person acting under him, for the purpose of preserving order or promoting or facilitating, the lawful use and enjoyment of the aerodrome.

8. All passengers and intending passengers of any aircraft shall, whilst upon any aerodrome, obey the directions of the reporting officer or aerodrome manager as to their conduct and movements.

9. Any person whether or not a passenger of an aircraft who the reporting officer or aerodrome manager may consider to be intoxicated or so under the influence of liquor as to make his presence on any aerodrome dangerous to himself or others, or otherwise undesirable, may be refused admission to any aerodrome, or if upon any aerodrome may be removed by the reporting officer or aerodrome manager or any person acting under the direction of the reporting officer or aerodrome manager.

10. A person shall not use any building, structure, convenience, or amenity provided upon any aerodrome for any purpose other than that for which it is provided or intended, or destroy, remove, obliterate, deface, alter or otherwise interfere with any barrier, notice, sign, or marking designed or intended for the direction, guidance, warning or information of persons using any aerodrome.

Landing Fees, Charges etc

11. (a) The Council may require that the owner of every private or commercial aircraft using any aerodrome to pay fees as determined by the Council from time to time.

(b) In the case of a regular air service, the Council may allow payment of an annual charge in respect of such service, of such amount as it may see fit, such charge not to exceed the total fees that would be payable in respect of the service for the year at daily rates.

(c) If any aircraft remains on any aerodrome more than twenty-four (24) hours, a fee shall be payable as for one landing for each day after the first day during which it so remains provided that this provision shall not apply to aircraft parked within leased hangars or on leased sites.

(d) The owner of any aircraft not running to a regular schedule, which it is intended shall land upon or depart from any aerodrome, shall give the Council reporting officer notice of sufficient length of time (where practicable, at least an hour) before the time of anticipated arrival or departure, to enable the necessary arrangements to be made. Where extra expense is incurred by the Council through failure of the owner to give adequate notice, the owner of the aircraft shall on demand pay the Council the extra expense so incurred.

12. The fees payable under clause (a) of By-law 11 shall be payable at or before the time of the landing of the aircraft or at such time as may be specially fixed by the Council. Other charges and expenses under By-law 11 shall be payable upon demand, for the purpose of which the pilot may be treated as the agent of the owner.

Any fee, charge or expense payable in accordance with these By-laws shall constitute a debt due to the owner of the aircraft concerned, and may be recovered by the Council from him in any court of competent jurisdiction.

Hire Vehicles at the Airport

13. (1) Save with the prior consent in writing of Council, no person shall—

- (a) provide a service or carry on business of hiring self drive rental vehicles within the boundaries of the airport;
- (b) solicit for any business of hiring self drive rental vehicles within the boundaries of the airport.

(2) Nothing in this By-law shall apply to taxis.

Parking and Standing of Vehicles on the Aerodrome

14. The use of vehicles within the perimeter of the aerodrome facilities is controlled by the Municipality of the Shire of Ashburton Parking Facilities By-laws.

General

15. A person who in any respect contravenes or fails to comply with any of these By-laws commits an offence, and where no other penalty is provided, is liable to a penalty not exceeding Five Hundred Dollars (\$500.00) and in addition such a person may if upon any aerodrome, be summarily removed therefrom by any police officer, reporting officer or aerodrome manager or any person acting under the direction of the reporting officer or aerodrome manager.

16. The Council in its absolute discretion may either generally or for specific use waive all or any of the requirements of these By-laws.

The Common Seal of the Shire of Ashburton was affixed this 19th day of January 1996 in the presence of—

E. G. ROBBINS, President.
L. A. VICARY, Shire Clerk.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG308**~~LOCAL GOVERNMENT ACT 1960-1979~~***~~The Shire of Wyndham East Kimberley~~***~~BY-LAWS RELATING TO THE CONTROL AND STORAGE OF OLD AND DISUSED MOTOR VEHICLES AND MACHINERY~~**

~~In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 21st day of September, 1995 to make and submit for confirmation by the Governor the following By-laws—~~

- ~~1. No person shall within the Townsites of Wyndham and Kununurra—~~
 - ~~(a) store a disused motor vehicle, an old motor vehicle body or any old machinery;~~
 - ~~or~~
 - ~~(b) dismantle or break up a disused motor vehicle, an old motor vehicle, or any old machinery~~

~~UNLESS~~

- ~~(i) inside a building; or~~
 - ~~(ii) within an area enclosed by a fence or wall not less than 1800mm in height and of such nature as to screen all disused motor vehicles old motor bodies, old machinery and the parts thereof from the street and from adjoining properties.~~
- ~~2. Any person contravening the provisions of these By-laws is liable on conviction to a maximum penalty of two hundred dollars and in addition a maximum daily penalty of twenty dollars for each during which the offence continues.~~

~~Dated this 21st September, 1995.~~

~~The Common Seal of the Shire of Wyndham East Kimberley was hereunder affixed in the presence of—~~

~~C. WOOTTON, President.
A. HAMMOND, Shire Clerk.~~

Recommended—

PAUL D. OMODEI, Minister for Local Government.



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Gazette

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SHIRE OF ASHBURTON

LOCAL GOVERNMENT ACT 1995

LOCAL LAW RELATING TO THE MANAGEMENT AND
CONTROL OF PUBLIC SWIMMING POOLS

~~LOCAL LAW RELATING TO THE CONTROL OF CATS~~

~~DOG ACT 1976~~

~~LOCAL LAW RELATING TO DOGS~~

LOCAL GOVERNMENT ACT 1995

SHIRE OF ASHBURTON

**LOCAL LAW RELATING TO THE MANAGEMENT AND
CONTROL OF PUBLIC SWIMMING POOLS**

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LOCAL GOVERNMENT ACT 1995

SHIRE OF ASHBURTON

LOCAL LAW RELATING TO THE MANAGEMENT AND CONTROL OF PUBLIC SWIMMING POOLS

In pursuance of the powers conferred upon it by the above mentioned Act, and all powers enabling it, the Council of the Shire of Ashburton hereby records having resolved on the 19 May 1998 to make the following local law.

PART 1—PRELIMINARY**1. Citation**

This local law shall be cited as the Shire of Ashburton "Local Law Relating to the Management and Control of Public Swimming Pools".

2. Application

This local law shall apply to the Vic Hayton Memorial Pool, Tom Price and the Paraburdoo Swimming Pool, Paraburdoo.

3. Commencement

This local law comes into effect fourteen (14) days after the date of its publication in the *Government Gazette*.

4. Repeal of Previous Local Law

The Shire of Ashburton's "Local Law Relating to the Management and Control of the Vic Hayton Memorial Swimming Pool, Tom Price and the Paraburdoo Swimming Pool" published in the *Government Gazette* on 28 September 1984 and all other Local Laws relating to public swimming pools are hereby repealed.

5. Content and Intent

This local law provides for rules and guidelines for the management and control of the Vic Hayton Memorial Pool in Tom Price and the Paraburdoo Swimming Pool in Paraburdoo.

6. Interpretation

(1) In this local law, unless the context otherwise requires—

"Act" means the Local Government Act 1995.

"adult" means any person aged eighteen (18) years and over.

"attendant" means an employee of the local government performing duties in connection with the pool.

"child" means any person under the age of eighteen (18) years.

"local government" means the local government of the Shire of Ashburton

"manager" means the person appointed by the local government to have control of and manage the pool, and the parking area and other surrounds of the pool, or other person who, for the time being is acting in that capacity.

"pool premises" means the Vic Hayton Memorial Swimming Pool, Tom Price and the Paraburdoo Swimming Pool, Paraburdoo and shall include all fencing, parking areas, turnstiles, dressing rooms, shower recesses, spectators' stands, seating, ablution facilities, and all other structures erected and facilities provided for use and convenience of persons using the pool.

"season" means the period of the consecutive months in which the pool is open to the public and agreed upon from time to time by the local government.

(2) Unless otherwise defined herein the terms and expressions used in the local law shall have the same meaning given to them in the Act.

(3) Where a term is not defined in this local law, the Act or regulations, the terminology is to be taken from the Oxford Dictionary.

PART 2—CONDUCT OF PATRONS**7. Conditions of Use**

No person shall —

- (a) enter any portion of the pool premises set apart exclusively for the opposite sex except a person under the age of five (5) years or younger who are bona fide accompanying their parent or guardian or other responsible person delegated by their parent or guardian over the age of eighteen years;
- (b) enter or attempt to enter any cubicle, shower dressing area or other compartment which is already occupied;
- (c) in any way interfere with any other person in the pool premises or with another person's use thereof nor throw or push, or attempt to throw or push another person in any pool area or throw any stones, sticks or any other matter or thing to the annoyance of another person using the pool premises;
- (d) play a ball game except with the consent of the manager or attendant or do anything which in any way limits the enjoyment of the users of the pool premises, but nothing herein contained applies to the playing of any games or aquatic sports organised and conducted in the pool premises by a club, association, organisation or other person at times and in a manner approved by the manager;
- (e) permit an animal to enter or remain in or about the pool premises.
- (f) obstruct the Manager or attendant in carrying out their duties;
- (g) enter or depart from any part of the pool premises except by means of the respective entrances or exits set apart for that purpose;
- (h) appear in public unless properly attired in clothing or a costume of such nature as to preserve public decency and to cover the body so as to prevent indecent exposure of the person;
- (i) enter or be in the pool premises whilst in an intoxicated condition induced by alcohol or any illegal substance;
- (j) take into the pool premises, or have possession of intoxicating liquor or any illegal substance;
- (k) take into the pool premises, or have in possession any glass or metal container, unless with prior consent of the manager or attendant;
- (l) use soap or shampoo or detergent in any part of the pool premises other than in a dressing room or shower recess;
- (m) climb up or upon a roof, fence, wall, partition of the pool premises;
- (n) in any part of the pool premises behave in an unseemly, improper, disorderly, riotous or indecent manner or swear or use indecent, obscene, offensive or abusive language or gamble or act in a manner which is offensive;
- (o) bring onto or deposit in any part of the pool premises any refuse or rubbish except in receptacles set aside for that purpose;
- (p) consume food stuffs or drinks in any specific area in which consumption is prohibited;
- (q) wastefully use water or leave any taps flowing in the dressing rooms or elsewhere in the pool premises;
- (r) expectorate or spit in or on any part of the pool premises or in any way commit any nuisance on or in part of the pool premises;
- (s) use a substance or preparation whereby the water of any swimming pool may become discoloured or rendered turbid or otherwise unfit for the proper use of bathers;
- (t) foul or pollute the water in a shower, bath or any swimming pool or soil, damage, injure, destroy, use improperly, disfigure or write in or upon a dressing room closet, compartment or any other part of the pool premises or any furniture or other article of equipment therein;
- (u) damage, break, injure, improperly use, interfere with or destroy any fitting, appliance, equipment or any other property of the local government in or about the pool premises;
- (v) whilst suffering from any contagious, infectious or cutaneous disease, or whilst in an unclean condition, enter or attempt to enter or use any swimming pool of the pool premises or any part thereof.

8. Special Provisions for Guide Dogs

Notwithstanding anything contained within this local law a person who is blind or deaf or partially blind or deaf—

- (a) is entitled to be accompanied by a dog *bona fide* used by him or her as a guide dog in any part of the pool premises, excluding the actual pool; and
- (b) is not guilty of an offence by reason only that he or she takes that dog or permits that dog to enter the pool premises.

9. Control of Premises

(1) Every person using the pool premises shall obey all reasonable directions of the manager or attendant.

(2) The manager or attendant may temporarily suspend admittance to or clear the pool premises or any part thereof of all or any person or persons if in his or her opinion such action is necessary or desirable.

10. Valuables

- (1) Any person entering the pool may deposit valuables with the manager or attendant.
- (2) Under no circumstances will the local government accept liability should such valuables be lost, stolen, damaged, destroyed or otherwise interfered with while in the custody of the manager or attendant.

11. Lost Property

- (1) Every person finding in the pool premises any article which may have been left or lost therein shall immediately deliver the same to the manager or attendant who shall thereupon register a description of such article and all particulars relating thereto.
- (2) Any person claiming any such article and who satisfies the manager or attendant that he or she is the lawful owner of the same shall have such article returned.
- (3) The local government shall not under any circumstances incur any liability in respect of articles lost or left in the pool premises.
- (4) All articles left at the pool and not claimed within a period of six calendar months shall be disposed of by the local government in accordance with the Act.

12. Carnivals

- (1) Any person, club, association or organisation conducting any carnival held at the pool premises shall be responsible for the conduct of the competitors and spectators during such carnivals.
- (2) Every club, person, association or organisation wishing to conduct any function apart from that mentioned in (1) above shall submit written application to the local government who may set conditions having regard to the number of persons anticipated to attend the function, together with the type and nature of the function.

PART 3—ADMISSION TO POOL**13. Hours of Admission**

- (1) The pool shall be open for public use for such periods and at such times as the local government may from time to time decide.
- (2) Such periods and such times shall be clearly displayed upon a notice board at the pool entrance and by such other means determined by the local government.

14. Age of Admission

- (1) Subject to the conditional consent of the manager, children under the age of ten (10) years at or entering the pool premises must be accompanied by an adult.
- (2) An adult shall be responsible for the supervision and safe conduct of the child or children up to four (4) in number.

PART 4—MISCELLANEOUS**15. Fees and Charges**

The fees and charges in relation to this local law will be set in accordance with Part 6, Division 5, and Subdivision 2 of the Act.

16. Persons Maybe Removed

- (1) Any person who breaches any of the provisions of this local law or who shall permit any breach thereof may be summarily removed from the pool by the manager or attendant, or may be arrested and given into custody of the police.
- (2) The local government may issue a written direction to the manager that any person named in such direction shall not be admitted to the pool premises and whilst such direction remains in force the manager shall not admit such person to the pool.

17. Objection and Appeal Rights

When the local government makes a decision as to whether it will not admit to the pool premises any person or a decision in relation to clause 12 the provisions of Division 1 of Part 9 of the Act and regulations 33 and 34 of the Local Government (Functions and General) Regulations 1996 shall apply to that decision.

Dated this 19 day of May 1998.

The Common Seal of the Shire of Ashburton was hereunto affixed in the presence of—

BRIAN HAYES, President.
DAVID G. CAREY, Chief Executive Officer.

LOCAL GOVERNMENT ACT 1995

**Shire of Ashburton
Local Government Property Local Law 2013**

LOCAL GOVERNMENT ACT 1995

Shire of Ashburton Local Government Property Local Law 2013

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Local Government Act 1995

**SHIRE OF ASHBURTON
LOCAL GOVERNMENT PROPERTY LOCAL LAW 2013**

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Ashburton resolved on 13 March 2013 to make the following local law.

Part 1 - Preliminary

1.1 Citation

This local law may be cited as the *Shire of Ashburton Local Government Property Local Law 2013*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Repeal

The following local laws are repealed:

- (a) *The Municipality of the Shire of Ashburton By-Laws Relating to Aerodromes* as published in the *Government Gazette* on 6 December 1996; and
- (b) *The Shire of Ashburton "Local Law Relating to the Management and Control of Public Swimming Pools"* as published in the *Government Gazette* on 3 June 1998.

1.4 Application

This local law applies throughout the district.

1.5 Definitions

In this local law unless the context otherwise requires -

Act means the *Local Government Act 1995*;

applicant means a person who applies for a permit under clause 3.2;

authorised person means a person appointed by the local government under section 9.10 of the Act to perform any of the functions of an authorised person under this local law;

boat means any ship, vessel or structure capable of being used in navigation by water, however propelled or moved, and includes a jet ski;

building means any building which is local government property and includes a –

- (a) hall or room;

(b) corridor, stairway or annexe of any hall or room; and

(c) jetty;

Code means the Code of Practice for the Design, Operation, Management and Maintenance of Aquatic Facilities as published by the Executive Director, Public Health, pursuant to the provisions of section 344A (2) of the *Health Act 1911*;

CEO means the chief executive officer of the local government;

closely related adult means a parent, grandparent, brother, sister, uncle or aunt;

commencement day means the day on which this local law comes into operation;

costs of the local government include its administrative costs;

Council means the council of the local government;

date of publication means, where local public notice is required to be given of a matter under this local law, the date on which notice of the matter is published in a newspaper circulating generally throughout the district;

determination means a determination made under clause 2.1;

district means the district of the local government;

function means an event or activity characterised by all or any of the following –

- (a) formal organisation and preparation;
- (b) its occurrence is generally advertised or notified in writing to particular persons;
- (c) organisation by or on behalf of a club;
- (d) payment of a fee to attend it; and
- (e) systematic recurrence in relation to the day, time and place;

General Regulations means the *Local Government (Functions and General) Regulations 1996*;

Health Act means the *Health Act 1911*;

liquor has the same meaning as is given to it in section 3 of the *Liquor Control Act 1988*;

local government means the Shire of Ashburton;

local government property means anything except a thoroughfare –

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or

- (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

local public notice has the same meaning as in section 1.7 of the Act;

Manager means the person for the time being employed by the local government to control and manage a pool area or other facility which is local government property and includes the person's assistant or deputy;

nuisance means-

- (a) anything, condition, circumstance, or state of affairs which is injurious or dangerous to the health of a reasonable person, or which has a disturbing effect on the state of reasonable physical, mental or social well-being of a person.
- (b) anything a person does or permits or causes to be done which interferes with or is likely to interfere with the enjoyment or safe use by another person of any public place; and
- (c) anything a person does on public or private land which detracts from or interferes with the enjoyment or value of lands owned by another person.

permit means a permit issued under this local law;

permit holder means a person who holds a valid permit;

person does not include the local government;

pool area means any swimming and wading pools and spas and all buildings, structures, fittings, fixtures, machinery, chattels, furniture and equipment forming part of or used in connection with such swimming and wading pools and spas which are local government property;

sign includes a notice, flag, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols;

trading means the selling or hiring, or the offering for sale or hire of goods or services, and includes displaying goods for the purpose of –

- (a) offering them for sale or hire;
- (b) inviting offers for their sale or hire;
- (c) soliciting orders for them; or
- (d) carrying out any other transaction in relation to them;

vehicle includes –

- (a) every conveyance and every object capable of being propelled or drawn on wheels, tracks or otherwise; and

(b) an animal being ridden or driven,

but excludes –

(c) a wheel-chair or any device designed for use, by a physically impaired person on a footpath;

(d) a pram, a stroller or a similar device; and

(e) a boat.

1.6 Interpretation

In this local law, a reference to local government property includes a reference to any part of that local government property.

1.7 Overriding power to hire or agree

Despite anything to the contrary in this local law, the local government may –

(a) hire local government property to any person; or

(b) enter into an agreement with any person regarding the use of any local government property.

Part 2 - Determinations In Respect Of Local Government Property

Division 1 - Determinations

2.1 Determinations as to use of local government property

(1) The local government may make a determination in accordance with clause 2.2 –

(a) setting aside specified local government property for the pursuit of all or any of the activities referred to in clause 2.7;

(b) prohibiting a person from pursuing all or any of the activities referred to in clause 2.8 on specified local government property;

(c) as to the matters in clauses 2.7(2) and 2.8(2); and

(d) as to any matter ancillary or necessary to give effect to a determination.

2.2 Procedure for making a determination

(1) The local government is to give local public notice of its intention to make a determination.

(2) The local public notice referred to in subclause (1) is to state that –

(a) the local government intends to make a determination, the purpose and effect of which is summarised in the notice;

- (b) a copy of the proposed determination may be inspected and obtained from the offices of the local government; and
 - (c) submissions in writing about the proposed determination may be lodged with the local government within 21 days after the date of publication.
- (3) If no submissions are received in accordance with subclause (2)(c), the Council is to decide to –
- (a) give local public notice that the proposed determination has effect as a determination on and from the date of publication;
 - (b) amend the proposed determination, in which case subclause (5) will apply; or
 - (c) not continue with the proposed determination.
- (4) If submissions are received in accordance with subclause (2)(c) the Council is to –
- (a) consider those submissions; and
 - (b) decide –
 - (i) whether or not to amend the proposed determination; or
 - (ii) not to continue with the proposed determination.
- (5) If the Council decides to amend the proposed determination, it is to give local public notice –
- (a) of the effect of the amendments; and
 - (b) that the proposed determination has effect as a determination on and from the date of publication.
- (6) If the Council decides not to amend the proposed determination, it is to give local public notice that the proposed determination has effect as a determination on and from the date of publication.
- (7) A proposed determination is to have effect as a determination on and from the date of publication of the local public notice referred to in subclauses (3), (5) and (6).
- (8) A decision under subclause (3) or (4) is not to be delegated by the Council.

2.3 Discretion to erect sign

The local government may erect a sign on local government property to give notice of the effect of a determination which applies to that property.

2.4 Determination to be complied with

A person must comply with a determination.

2.5 Register of determinations

- (1) The local government is to keep a register of determinations made under clause 2.1, and of any amendments to or revocations of determinations made under clause 2.6.
- (2) Sections 5.94 and 5.95 of the Act are to apply to the register referred to in subclause (1) and for that purpose the register is to be taken to be information within section 5.94(u)(i) of the Act.

2.6 Amendment or revocation of a determination

- (1) The Council may amend or revoke a determination.
- (2) The provisions of clause 2.2 are to apply to an amendment of a determination as if the amendment were a proposed determination.
- (3) If the Council revokes a determination it is to give local public notice of the revocation and the determination is to cease to have effect on the date of publication.

Division 2 - Activities which may be pursued or prohibited under a determination

2.7 Activities which may be pursued on specified local government property

- (1) A determination may provide that specified local government property is set aside as an area on which a person may –
 - (a) bring, ride or drive an animal;
 - (b) take, ride or drive a vehicle, or a particular class of vehicle;
 - (c) fly or use a motorised model aeroplane;
 - (d) use a children's playground provided that the person is under an age specified in the determination, but the determination is not to apply to a person having the charge of a person under the specified age;
 - (e) launch, beach or leave a boat;
 - (f) take or use a boat, or a particular class of boat;
 - (g) deposit refuse, rubbish or liquid waste, whether or not of particular classes, and whether or not in specified areas of that local government property;
 - (h) play or practice –
 - (i) golf or archery;
 - (ii) pistol or rifle shooting, but subject to the compliance of that person with the *Firearms Act 1973*; or
 - (iii) a similar activity, specified in the determination, involving the use of a projectile which, in the opinion of the local government may cause injury or damage to a person or property;

- (i) ride a bicycle, a skateboard, rollerblades, a sandboard or a similar device; and
 - (j) wear no clothing.
- (2) A determination may specify the extent to which and the manner in which an activity referred to in subclause (1) may be pursued and in particular –
- (a) the days and times during which the activity may be pursued;
 - (b) that an activity may be pursued on a class of local government property, specified local government property or all local government property;
 - (c) that an activity is to be taken to be prohibited on all local government property other than that specified in the determination;
 - (d) may limit the activity to a class of vehicles, boats, equipment or things, or may extend it to all vehicles, boats, equipment or things;
 - (e) may specify that the activity can be pursued by a class of persons or all persons; and
 - (f) may distinguish between different classes of the activity.

2.8 Activities which may be prohibited on specified local government property

- (1) A determination may provide that a person is prohibited from pursuing all or any of the following activities on specified local government property –
- (a) smoking on premises;
 - (b) riding a bicycle, a skateboard, rollerblades, a sandboard or a similar device;
 - (c) taking, riding or driving a vehicle on the property or a particular class of vehicle;
 - (d) riding or driving a vehicle of a particular class or any vehicle above a specified speed;
 - (e) taking or using a boat, or a particular class of boat;
 - (f) the playing or practice of -
 - (i) golf, archery, pistol shooting or rifle shooting; or
 - (ii) a similar activity, specified in the determination, involving the use of a projectile which, in the opinion of the local government may cause injury or damage to a person or property;
 - (g) the playing or practice of any ball game which may cause detriment to the property or any fauna on the property; and
 - (h) the traversing of sand dunes or land which in the opinion of the local government has environmental value warranting such protection, either absolutely or except by paths provided for that purpose.

- (2) A determination may specify the extent to which and the manner in which a person is prohibited from pursuing an activity referred to in subclause (1) and, in particular –
- (a) the days and times during which the activity is prohibited;
 - (b) that an activity is prohibited on a class of local government property, specified local government property or all local government property;
 - (c) that an activity is prohibited in respect of a class of vehicles, boats, equipment or things, or all vehicles, boats, equipment or things;
 - (d) that an activity is prohibited in respect of a class of persons or all persons; and
 - (e) may distinguish between different classes of the activity.
- (3) In this clause –

premises means a building, stadium or similar structure which is local government property, but not an open space such as a park or a playing field.

Division 3 - Transitional

2.9 Signs taken to be determinations

- (1) Where a sign erected on local government property has been erected under a local law of the local government repealed by this local law, then it is to be taken to be and have effect as a determination on and from the commencement day, except to the extent that the sign is inconsistent with any provision of this local law or any determination made under clause 2.1.
- (2) Clause 2.5 does not apply to a sign referred to in subclause (1).

Part 3 - Permits

Division 1 - Preliminary

3.1 Application of Part

This Part does not apply to a person who uses or occupies local government property under a written agreement with the local government to do so.

3.2 Application for permit

- (1) Where a person is required to obtain a permit under this local law, that person shall apply for the permit in accordance with subclause (2).
- (2) An application for a permit under this local law shall –
- (a) be in the form determined by the local government;
 - (b) be signed by the applicant;

- (c) provide the information required by the form; and
 - (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (3) The local government may require an applicant to provide additional information reasonably related to an application before determining an application for a permit.
 - (4) The local government may require an applicant to give local public notice of the application for a permit.
 - (5) The local government may refuse to consider an application for a permit which is not in accordance with subclause (2) or where the requirements of subclause (3) or (4) have not been satisfied.

3.3 Decision on application for permit

- (1) The local government may –
 - (a) approve an application for a permit unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for a permit.
- (2) If the local government approves an application for a permit, it is to issue to the applicant, a permit in the form determined by the local government.
- (3) If the local government refuses to approve an application for a permit, it is to give written notice of that refusal to the applicant.
- (4) The local government may, at any time, amend a condition of approval and the amended condition takes effect when written notice of it is given to the permit holder.

3.4 Conditions which may be imposed on a permit

- (1) Examples of the conditions that the local government may impose on a permit are conditions relating to –
 - (a) the payment of a fee;
 - (b) compliance with a standard or a policy of the local government adopted by the local government;
 - (c) the duration and commencement of the permit;
 - (d) the commencement of the permit being contingent on the happening of an event;
 - (e) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
 - (f) the approval of another application for a permit which may be required by the local government under any written law;

- (g) the area of the district to which the permit applies;
 - (h) where a permit is issued for an activity which will or may cause damage to local government property, the payment of a deposit or bond against such damage; and
 - (i) the obtaining of public risk insurance in an amount and on terms reasonably required by the local government.
- (2) Examples of the type and content of the conditions on which a permit to hire local government property may be issued –
- (a) when fees and charges are to be paid;
 - (b) payment of a bond against possible damage or cleaning expenses or both;
 - (c) restrictions on the erection of material or external decorations;
 - (d) rules about the use of furniture, plant and effects;
 - (e) limitations on the number of persons who may attend any function in or on local government property;
 - (f) the duration of the hire;
 - (g) the right of the local government to cancel a booking during the course of an annual or seasonal booking, if the local government sees fit;
 - (h) a prohibition on the sale, supply or consumption of liquor unless a liquor licence is first obtained for that purpose under the *Liquor Control Act 1988*;
 - (i) whether or not the hire is for the exclusive use of the local government property;
 - (j) the obtaining of a policy of insurance in the names of both the local government and the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer; and
 - (k) the provision of an indemnity from the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer.

3.5 Imposing conditions under a policy

- (1) In this clause –

policy means a policy of the local government adopted by the Council containing conditions subject to which an application for a permit may be approved under clause 3.3(1)(a).

- (2) Under clause 3.3(1)(a) the local government may approve an application subject to conditions by reference to a policy.

- (3) The local government must give a copy of the policy, or the part of the policy which is relevant to the application for a permit, with the form of permit referred to in clause 3.3(2).
- (4) An application for a permit shall is not to be taken to have been approved subject to the conditions contained in a policy until the local government gives the permit holder a copy of the policy or the part of the policy which is relevant to the application.
- (5) Sections 5.94 and 5.95 of the Act shall apply to a policy and for that purpose a policy shall be deemed to be information within section 5.94(u)(i) of the Act.

3.6 Compliance with conditions

Where an application for a permit has been approved subject to conditions, the permit holder shall comply with each of those conditions.

3.7 Agreement for building

Where a person applies for a permit to erect a building on local government property the local government may enter into an agreement with the permit holder in respect of the ownership of the materials in the building.

3.8 Duration of permit

A permit is valid for one year from the date on which it is issued, unless–

- (a) it is otherwise stated in this local law or in the permit; or
- (b) it is cancelled under clause 3.12.

3.9 Renewal of permit

- (1) A permit holder may apply to the local government in writing prior to expiry of a permit for the renewal of the permit.
- (2) The provisions of this Part apply to an application for the renewal of a permit as though it were an application for a permit.

3.10 Transfer of permit

- (1) An application for the transfer of a valid permit is to -
 - (a) be made in writing;
 - (b) be signed by the permit holder and the proposed transferee of the permit;
 - (c) provide such information as the local government may require to enable the application to be determined; and
 - (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (2) The local government may approve an application for the transfer of a permit, refuse to approve it or approve it subject to any conditions.

- (3) Where the local government approves an application for the transfer of a permit, the transfer may be effected by an endorsement on the permit signed by the CEO.
- (4) Where the local government approves the transfer of a permit, it is not required to refund any part of any fee paid by the former permit holder.

3.11 Production of permit

A permit holder is to produce to an authorised person her or his permit immediately upon being required to do so by that authorised person.

3.12 Cancellation of permit

- (1) Subject to clause 9.1, a permit may be cancelled by the local government if the permit holder has not complied with a –
 - (a) condition of the permit; or
 - (b) determination or a provision of any written law which may relate to the activity regulated by the permit.
- (2) On the cancellation of a permit the permit holder –
 - (a) shall return the permit as soon as practicable to the CEO; and
 - (b) is to be taken to have forfeited any fees paid in respect of the permit.

3.13 Activities needing a permit

- (1) A person shall not without a permit –
 - (a) subject to subclause (3), hire local government property;
 - (b) advertise anything by any means on local government property;
 - (c) erect, on local government property, a structure for public amusement or for any performance, whether for gain or otherwise;
 - (d) teach, coach or train, for profit, any person in a pool area or an indoor recreation facility which is local government property;
 - (e) plant any plant or sow any seeds on local government property;
 - (f) carry on any trading on local government property unless the trading is conducted –
 - (i) with the consent of a person who holds a permit to conduct a function, and where the trading is carried on under and in accordance with the permit; or
 - (ii) by a person who has a licence or permit to carry on trading on local government property under any written law;

- (g) unless an employee of the local government in the course of her or his duties or on an area set aside for that purpose –
 - (i) drive or ride or take any vehicle on to local government property; or
 - (ii) park or stop any vehicle on local government property;
 - (h) conduct a function on local government property ;
 - (i) charge any person for entry to local government property, unless the charge is for entry to land or a building hired by a voluntary non-profit organisation;
 - (j) light a fire on local government property except in a facility provided for that purpose;
 - (k) parachute, hang glide, abseil or base jump from or on to local government property;
 - (l) erect a building or a refuelling site on local government property;
 - (m) make any excavation on or erect or remove any fence on local government property;
 - (n) erect or install any structure above or below ground, which is local government property, for the purpose of supplying any water, power, sewer, communication, television or similar service to a person;
 - (o) deposit or store any thing on local government property;
 - (p) conduct or take part in any gambling game or contest or bet, or offer to bet, publicly; or
 - (q) erect, install, operate or use any broadcasting, public address system, loudspeaker or other device for the amplification of sound on local government property;
- (2) The local government may exempt a person from compliance with subclause (1) on the application of that person.
- (3) The local government may exempt specified local government property or a class of local government property from the application of subclause (1)(a).

3.14 Permit required to camp outside a facility

- (1) In this clause –

facility has the same meaning as is given to it in section 5(1) of the *Caravan Parks and Camping Grounds Act 1995*.

- (2) This clause does not apply to a facility operated by the local government.
- (3) Except in accordance a permit, a person must not –
- (a) camp on, lodge at or occupy any structure at night for the purpose of sleeping on local government property; or
 - (b) erect any tent, camp, hut or similar structure on local government property.

- (4) The maximum period for which the local government may approve an application for a permit in respect to paragraph (a) or (b) of subclause (3) is that provided in regulation 11(2)(a) of the *Caravan Parks and Camping Grounds Regulations 1997*.

3.15 Permit required for possession and consumption of liquor

- (1) A person, on local government property, shall not consume any liquor or have in her or his possession or under her or his control any liquor, unless –
- (a) that is permitted under the *Liquor Control Act 1988*; and
 - (b) a permit has been obtained for that purpose.
- (2) Subclause (1) does not apply where the liquor is in a sealed container.

3.16 Responsibilities of permit holder

A holder of a permit shall in respect of local government property to which the permit relates –

- (a) ensure that an authorised person has unobstructed access to the local government property for the purpose of inspecting the property or enforcing any provision of this local law;
- (b) leave the local government property in a clean and tidy condition after its use;
- (c) report any damage or defacement of the local government property to the local government; and
- (d) prevent the consumption of any liquor on the local government property unless the permit allows it and a licence has been obtained under the *Liquor Control Act 1988* for that purpose.

Part 4 - Behaviour On All Local Government Property

Division 1 - Behaviour on and interference with local government property

4.1 Behaviour which interferes with others

A person shall not in or on any local government property behave in a manner which –

- (a) interferes with the enjoyment of a person who might use the property;
- (b) cause a disturbance to nearby residents; or
- (c) creates a nuisance.

4.2 Behaviour detrimental to property

- (1) A person shall not behave in or on local government property in a way which is or might be detrimental to the property.
- (2) In subclause (1) –

detrimental to the property includes –

- (a) removing anything from the local government property such as a rock, a plant or a seat provided for the use of any person; and
- (b) destroying, defacing or damaging any thing on the local government property, such as a plant, a seat provided for the use of any person or a building.

4.3 Taking or injuring any fauna

- (1) A person shall not, take, injure or kill or attempt to take, injure or kill any fauna which is on or above any local government property, unless that person is authorised under a written law to do so.
- (2) In this clause –

fauna means any animal indigenous to or which periodically migrates to any State or Territory of the Commonwealth or the territorial waters of the Commonwealth and includes, in relation to any such animal –

- (a) any class of animal or individual member; or
- (b) the eggs or larvae.

4.4 Removing or damaging any flora

- (1) A person must not remove or damage any flora which is on or above any local government property, unless that person is authorised to do so under written law or with the written approval of the local government.
- (2) In this clause –

flora means all vascular plants other than plants recognised as weeds.

4.5 Intoxicated persons not to enter local government property

A person must not enter or remain on local government property while under the influence of liquor or a prohibited drug.

4.6 No prohibited drugs

A person shall not take a prohibited drug on to, or consume or use a prohibited drug on, local government property.

4.7 Refusal of entry to local government property

- (1) An authorised person may refuse to allow entry, or suspend admission, to any local government property by any person who he or she believes has behaved in a manner contrary to the provisions of this Part.

- (2) This refusal or suspension can be for any period of up to 12 months as decided by that authorised person.
- (3) A decision made under this clause is a decision to which Part 8 applies.

Division 2 - Signs

4.8 Signs

- (1) A local government may erect a sign on local government property specifying any conditions of use which apply to that property.
- (2) A person shall comply with a sign erected under subclause (1).
- (3) A condition of use specified on a sign erected under subclause (1) is –
 - (a) not to be inconsistent with any provision of this local law or any determination; and
 - (b) to be for the purpose of giving notice of the effect of a provision of this local law.

Part 5 – Matters Relating To Particular Local Government Property

Division 1 - Swimming pool areas

5.1 When entry must be refused

- (1) A Manager or an authorised person must refuse admission to a pool area any person who –
 - (a) in her or his opinion is -
 - (i) under the minimum age of that specified in the Code and who is unaccompanied by a responsible person over the age of that specified in the Code;
 - (ii) under the minimum age that specified in the Code and who is accompanied by a responsible person over the age of that specified in the Code where the responsible person is incapable of, or not providing, adequate supervision of, or care, for that person;
 - (iii) suffering from any contagious, infectious or cutaneous disease or complaint, or is in an unclean condition;
 - (iii) under the influence of liquor or a prohibited drug; or
 - (b) is to be refused admission under and in accordance with a decision of the local government for breaching a clause of this local law.
- (2) If a person referred to in paragraph (a) or (b) of subclause (1) is in a pool area, a Manager of an authorised person must –
 - (a) direct the person to leave; and
 - (b) if the person refuses or fails to leave, remove the person or arrange for the person to be removed, from the pool area

5.2 Consumption of food or drink may be prohibited

A person must not consume any food or drink in an area where consumption is prohibited by a sign.

Division 2 - Beaches

5.3 Powers of surf life saving club members

- (1) Subject to subclause (2), the local government may authorize under section 9.10 of the Act the members of a surf life saving club to perform all or any of the following functions in relation to a beach -
 - (a) patrol any beach;
 - (b) carry out any activity on any beach;
 - (c) erect signs designating bathing areas and signs regulating, prohibiting or restricting specified activities on the whole or any part of a beach or in or on the water adjacent to the beach and to direct persons on the beach or in or on the water to comply with such signs;
 - (d) temporarily enclose any area with rope, hessian, wire or any other means for the conduct of surf life saving club activities; and
 - (e) direct persons to leave the water adjacent to a beach during dangerous conditions or if a shark is suspected of being in the vicinity of a beach.
- (2) Under subclause (1), the local government shall authorize only those members who have been recommended by the surf life saving club as competent to perform the functions referred to in that subclause in respect of which they are authorized.
- (3) Under subclause (1), the local government may authorize members generally, or in relation to particular times, days or months.

5.4 Persons to comply with signs and directions

A person must –

- (a) not act in contravention of any sign erected on a beach under clause 5.3(1)(c);
- (b) not enter an area which has been temporarily closed with rope, hessian, wire or any other means for the conduct of surf life saving club activities, unless he or she is a member of the club or has obtained permission to enter from the club; and
- (c) comply with any direction given under clause 5.3.1(1)(c) or 5.3.1(1)(e),
- (d) not interfere with, obscure, obstruct, or hang any item of clothing or towel on a flag, sign, notice or item of life saving equipment.

Division 3 - Fenced or closed property

5.5 No entry to fenced or closed local government property

A person must not enter local government property which has been fenced off or closed to the public by a sign or otherwise, unless that person is authorised to do so by the local government.

Division 4 - Toilet blocks and change rooms

5.6 Only specified gender to use entry of toilet block or change room

- (1) Where a sign on a toilet block or change room specifies that a particular entry of the toilet block or change room is to be used by –
 - (a) females - then a person of the male gender must not use that entry of the toilet block or change room; or
 - (b) males - then a person of the female gender must not use that entry of the toilet block or change room;
 - (c) families – then, where the toilet block or change room is being used by a family, only an immediate member of that family may use that entry of the toilet block or change room.
- (2) Paragraphs (a) and (b) of subclause (1) do not apply to a child, when accompanied by a parent, guardian or care giver, where the child is –
 - (a) under the age of 7 years; or
 - (b) otherwise permitted by an authorised person to use the relevant entry.

5.7 Use of shower facilities

A person may use a shower facility in change rooms only on condition that –

- (a) the facilities must be used by the person only for the purposes of cleansing and washing themselves;
- (b) use of the facilities must be restricted to a maximum period of 15 minutes, or such lesser time as required by an attendant; or
- (c) the facilities must not be used for the purposes of laundering or washing any clothing or other articles.

Division 5 - Aerodrome (airport)

5.8 Interpretation

- (1) In this Division –

Aerodrome means all that land comprising the Shire of Ashburton location 16.

Airport has the same meaning as Aerodrome.

Airport Manager means the person for the time being employed by the local government to control and manage the aerodrome.

- (2) This Division applies only to aerodromes which are local government property.

5.9 When entry must be refused

- (1) A Manager or authorised person must refuse admission an aerodrome area to any person who –
- (a) in her or his opinion -
 - (i) is under the influence of liquor, where the influence of liquor will make the persons presence on the aerodrome dangerous to themselves or to other persons, or offensive to others, or otherwise undesirable; or
 - (ii) is under the influence of a prohibited drug;
 - (b) is to be refused admission by the local government for breaching a clause of this local law.
- (2) If a person referred to in paragraph (a)(i) or (a)(ii) of subclause (1) is in an aerodrome area, a Manager or authorised person must –
- (a) direct the person to leave; and
 - (b) if the person refuses, or fails to leave, remove the person or arrange for the person to be removed from the Aerodrome.

5.10 Access of animals restricted

- (1) A person shall not bring an animal on to an aerodrome unless –
- (a) the person is a person referred to in section 8 of the *Dog Act 1976* acting in accordance with that provision;
 - (b) the animal is being air freighted from the aerodrome;
 - (c) the animal has been air freighted to the aerodrome; or
 - (d) the person is authorised to do so by the local government.
- (2) A person in charge of an animal shall keep the animal under control and shall not allow it to wander at large on the aerodrome.
- (3) If an animal is at any time on an aerodrome in contravention of subclause (2), in addition to the person specified in that subclause, the owner of the animal at that time commits an offence against subclause (2).

5.11 Interpretation

In this Division –

controller means the person appointed by the local government to direct, control and manage a golf course;

golf course means that portion of a golf course reserve which is laid out as a golf course and includes all tees, fairways, greens, practice tees, practice fairways, practice greens and any driving range; and

golf course reserve means the local government property described in Schedule 3 and includes all buildings, structures, fittings, fixtures and equipment on that land.

5.12 Observance of special conditions of play

While on a golf course, every player shall observe and comply with a –

- (a) direction of a controller in respect of any special conditions of play; and
- (b) requirement of any notice erected to direct or control play.

Part 6 - Fees For Entry On To Local Government Property

6.1 No unauthorised entry to function

- (1) A person shall not enter local government property on such days or during such times as the property may be set aside for a function for which a charge for admission is authorised, except –
 - (a) through the proper entrance for that purpose; and
 - (b) on payment of the fee chargeable for admission at the time.
- (2) The local government may exempt a person from compliance with subclause (1)(b).

Part 7 - Jetties And Bridges

7.1 Interpretation

- (1) This Part only applies to bridges and jetties which are local government property.
- (2) In this Part –

jetty means any jetty, pier, wharf or landing place which is local government property.

7.2 Application for consent and application fee

- (1) Where a person is required to obtain the consent of the local government under this Part, the person is to apply for that consent in the manner required by the local government.

- (2) The local government may require an application for consent made under subclause (1) to be accompanied by a fee.
- (3) If an application for consent is not made in the manner required by the local government or the fee which is to accompany that application is not paid, the local government may refuse to consider the application for consent.
- (4) The local government shall give its decision on an application for consent, in writing to the person who applied for that consent.
- (5) Where a fee is referred to in this Part, the fee must be imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.

7.3 When use of jetty is prohibited

A person shall not land at, use or go on any part of a jetty which is –

- (a) under construction or repair; or
- (b) closed,

unless that person has first obtained the consent of the local government.

7.4 Method of mooring boat

A person in control of a boat shall not moor or make fast the boat to a jetty, or to any part of the jetty, except to such mooring piles, ring bolts or other fastenings as are provided.

7.5 When boat may remain moored

A person in control of a boat shall not moor or make fast the boat to a jetty unless –

- (a) the boat is in distress and then only to effect the minimum repairs necessary to enable the boat to be moved elsewhere;
- (b) the embarking or disembarking of passengers is in progress, and then not for a consecutive period exceeding 2 hours without the prior consent of the local government;
- (c) where the boat is used at that time for commercial purposes, the person has first paid the fee (if any) for such mooring or making fast to the local government.

7.6 Authorised person may order removal of boat

Notwithstanding anything to the contrary in this Part, a person in control of a boat moored or fastened to or alongside a jetty shall remove it immediately upon being directed to do so by an authorised person.

7.7 Restrictions on launching

A person shall not launch a boat from or over any jetty (other than a boat ramp) unless she or he has first obtained the consent of the local government.

7.8 Limitations on fishing

A person shall not –

- (a) fish from a jetty or a bridge so as to obstruct or interfere with the free movement of a boat approaching or leaving the jetty or the bridge or so as to unreasonably interfere with the use of the jetty or the bridge by any other person; or
- (b) hang or spread a fishing net from, on or over any part of a jetty or a bridge.

Part 8 - Objections And Review

8.1 Objections and Review

Division 1 of Part 9 of the Act and Regulation 33 of the General Regulations applies to a decision under this local law –

- (a) to grant a person a permit or consent under this local law; or
- (b) to renew, vary, or cancel a permit or consent that a person has under this local law.

Part 9 - Miscellaneous

9.1 Authorised person to be obeyed

A person on local government property shall obey any lawful direction of an authorised person and shall not in any way obstruct or hinder an authorised person in the execution of her or his duties.

9.2 Persons may be directed to leave local government property

An authorised person may direct a person to leave, or temporarily suspend a person from, local government property where she or he reasonably suspects that the person has contravened a provision of any written law.

9.3 Disposal of lost property

An article left on any local government property, and not claimed within a period of 3 months, may be disposed of by the local government in any manner it thinks fit.

9.4 Liability for damage to local government property

- (1) Where a person unlawfully damages local government property, the local government may by notice in writing to that person require that person within the time required in the notice to, at the option of the local government, pay the costs of –
 - (a) reinstating the property to the state it was in prior to the occurrence of the damage; or

- (b) replacing that property.
- (2) On a failure to comply with a notice issued under subclause (1), the local government may recover the costs referred to in the notice as a debt due to it.

Part 10 - Enforcement

10.1 Offence to fail to comply with notice

Whenever the local government gives a notice under this local law requiring a person to do any thing, if a person fails to comply with the notice, that person commits an offence.

10.2 Local government may undertake requirements of notice

Where a person fails to comply with a notice referred to in clause 10.1, the local government may do the thing specified in the notice and recover from the person to whom the notice was given, as a debt, the costs incurred in so doing.

10.3 Offences and general penalty

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, upon conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

10.4 Prescribed offences

- (1) An offence against a clause specified in Schedule 1 is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 1.
- (3) For the purpose of guidance only, before giving an infringement notice to a person in respect of the commission of a prescribed offence, an authorised person should be satisfied that –
 - (a) commission of the prescribed offence is a relatively minor matter; and
 - (b) only straightforward issues of law and fact are involved in determining whether the prescribed offence was committed, and the facts in issue are readily ascertainable.

10.5 Form of notices

- (1) For the purposes of this local law –
 - (a) where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1 of the Regulations;

- (b) the form of the infringement notice given under section 9.16 of the Act is that of Form 2 in Schedule 1 of the Regulations; and
 - (c) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1 of the Regulations.
- (2) Where an infringement notice is given under section 9.16 of the Act in respect of an alleged offence against clause 2.4, the notice is to contain a description of the alleged offence.

10.6 Impounding of goods

Provisions dealing with the power to impound goods that are involved in a contravention, including a contravention of this local law, are contained in the Act and Regulations.

10.7 Evidence of a determination

- (1) In any legal proceedings, evidence of a determination may be given by tendering the register referred to in clause 2.5 or a certified copy of an extract from the register.
- (2) It is to be presumed, unless the contrary is proved, that the determination was properly made and that every requirement for it to be made and have effect has been satisfied.
- (3) Subclause (2) does not make valid a determination that has not been properly made.

Schedule 1

Prescribed Offences (Clause 10.4)

CLAUSE	DESCRIPTION	MODIFIED PENALTY \$
2.4	Failure to comply with determination	125
3.6	Failure to comply with conditions of permit	125
3.13(1)	Failure to obtain a permit	125
3.14(3)	Failure to obtain permit to camp outside a facility	125
3.15(1)	Failure to obtain permit for liquor	125
3.16	Failure of permit holder to comply with responsibilities	125
4.1	Behaviour which interfered with others	125
4.2(1)	Behaviour detrimental to property	350
4.3(1)	Taking or injuring fauna	350

4.4(1)	Removing or damaging any flora	350
4.5	Under influence of liquor or prohibited drug	125
5.2	Consuming food or drink in prohibited area	125
5.4	Failure to comply with sign or direction on beach	125
5.5	Unauthorised entry to fenced or closed local government property	125
5.6	Gender not specified using entry of toilet block or change room	125
5.10(1)	Unauthorised presence of animal on aerodrome	350
5.10(2)	Animal wandering at large on aerodrome – person in charge	350
5.10(3)	Animal wandering at large on aerodrome – owner	350
5.12	Failure to comply with direction of controller or notice on golf course	125
6.1(1)	Unauthorised entry to function on local government property	125
7.3	Unauthorised use of any part of jetty which is closed or under repair or construction	125
7.4	Mooring of boats in unauthorised manner	125
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7.6	Failure to remove moored boat on direction of authorised person	125
7.7	Launching of boat from jetty without consent	125
7.8	Fishing from jetty or bridge so as to obstruct a boat or another person	125
9.1	Failure to obey lawful direction of an authorised person on local government property	125
10.1	Failure to comply with notice	250

Schedule 2

Golf Course Reserve (Clause 5.11)

The golf course reserve referred to in Part 5 Division 6 of this local law is described below:

Reserve 37453 – Mountain View Golf Course, East Road, Tom Price WA 6751.

Dated: 13 March 2013

The Common Seal of the Shire of Ashburton was affixed by authority of a resolution of the Council in the presence of —

RON YURYEVICH, Commissioner.

F LUDOVICO, Acting Chief Executive Officer.

The Department's comments on the Shire's proposed local law are provided below for your consideration.

Shire of Ashburton Local Government Property Local Law 2013

1. Cover sheet and first page titles

Each local law should be titled by the empowering legislation, followed by the name of the local government and then the citation title of the local law.

It appears that the year has not been included in the title of the local law, and hence should be added to display as follows:

LOCAL GOVERNMENT ACT 1995
Shire of Ashburton
Local Government Property Local Law 2013

2. Division Headings

Division headings should be italic, lower case and centralised, and not in bold font.

It is suggested that the Division headings throughout the local law be amended as per the format indicated above.

3. Clause 1.3 – Repeal

It is suggested that clause 1.3 be reworded as follows:

The following local laws are repealed:

- (a) *The Municipality of the Shire of Ashburton By-Laws Relating to Aerodromes* as published in the *Government Gazette* on 6 December 1996; and
- (b) *The Shire of Ashburton "Local Law Relating to the Management and Control of Public Swimming Pools"* as published in the *Government Gazette* on 3 June 1998.

4. Clause 5.4

This clause deals with complying with signs and directions on a beach and makes several references to clause 5.2.1(1)(c) which does not actually appear in the local law or is a relevant reference to a clause.

It would appear that the references should be to clause 5.3, which has not been included in the local law but does appear in the contents page.

It is suggested that clause 5.3 be inserted under *Division 2 – Beaches* as follows:

5.3 Powers of surf life saving club members

- (1) Subject to subclause (2), the local government may authorize under section 9.10 of the Act the members of a surf life saving club to perform all or any of the following functions in relation to a beach-
 - (a) patrol any beach;
 - (b) carry out any activity on any beach;
 - (c) erect signs designating bathing areas and signs regulating, prohibiting or restricting specified activities on the whole or any part of a beach or in or on the water adjacent to the beach and to direct persons on the beach or in or on the water to comply with such signs;
 - (d) temporarily enclose any area with rope, hessian, wire or any other means for the conduct of surf life saving club activities; and
 - (e) direct persons to leave the water adjacent to a beach during dangerous conditions or if a shark is suspected of being in the vicinity of a beach.
- (2) Under subclause (1), the local government shall authorize only those members who have been recommended by the surf life saving club as competent to perform the functions referred to in that subclause in respect of which they are authorized.
- (3) Under subclause (1), the local government may authorize members generally, or in relation to particular times, days or months.

Upon inserting this clause the following changes should be made to the references in clause 5.4:

- (a) Change reference from "5.2.1(1)(c)" to "5.3(1)(c)";
- (b) Nil changes;
- (c) Change reference from "5.2.1(1)(c) or 5.2.1(1)(e)" to "5.3(1)(c) or 5.3(1)(e)"; and
- (d) Nil changes.

5. Clause 8.1

This clause deals with objections and reviews. The first paragraph states:

Division 1 of Part 8 of the Act and Regulation 33 of the Regulations applies to a decision under this local law - ...

- The reference to Part 8 of the Act is incorrect and should be to Part 9 of the Act; and
- In this clause reference is made to Regulation 33 of the "Regulations", however in the definitions section of this local law the term defined is actually "General Regulation" and as such the local government should either:
 - (i) Change the reference in clause 8.1 to "General Regulations"; or
 - (ii) Change the defined term in Definitions from "General Regulations" to "Regulations".

6. Clause 9.4

It is suggested that subclause (2) should be deleted, since it reverses the onus of proof.

As a rule, the plaintiff to a legal action is responsible for proving the elements of that legal action. This rule is presumed to apply under common law, except where enacting legislation has expressly stated that the onus of proof is reversed.

Section 9.13 of the *Local Government Act 1995* does not allow the onus of proof to be reversed in certain cases regarding vehicle offences. However, the Act places several conditions which must be satisfied before the onus of proof can be reversed. As a result, clause 4.10(2)(a) may also be interpreted as being inconsistent with section 9.13(2) – (6) of the Act.

7. Schedule 2

It is suggested that Schedule 2 be deleted, since it does not contain any useful information for the purposes of the local law.

8. Minor edits and formatting

Minor edits have been noted on the draft local law of which a scanned version has been provided for your consideration. These edits are mainly to do with formatting.

Minister's Directions – pursuant to s. 3.12(7) of the LG Act 1995

Please note: Once the Shire has published a local law in the *Government Gazette*, you must comply with the requirements of the Minister's *Local Laws Explanatory Memoranda Directions 2010*. The Shire, within ten working days of the gazettal publication date, needs to forward the signed EM material to the Committee at the current address -

Committee Clerk
Joint Standing Committee on Delegated Legislation
Legislative Council Committee Office
GPO Box A11
PERTH WA 6837

Tel: 9222 7300 Fax: 9222 7805

E-mail: delleg@parliament.wa.gov.au

A copy of the Minister's Directions and EM forms can be downloaded from the Department's webpage at www.dlg.wa.gov.au. Failure to comply with the Directions may render the local law inoperable.

My comments:

- have been provided to assist you with drafting matters;
- do not constitute legal advice;
- have been provided in good faith for your consideration; and
- should not be taken as an approval of content.

You should ensure that your proposed local law has had a detailed editorial analysis, and that the content is in accordance with your Council's policies and objectives.

If you have any queries regarding any of the comments above please do not hesitate to contact myself on 6552 1468 or Mary Adam, Manager Legislation on 6552 1575.

Please feel free to forward me an email copy of your law once changes have been made for a final check over.

Kind Regards
Antje Habedank

LOCAL GOVERNMENT ACT 1995

Shire of Ashburton

**LOCAL GOVERNMENT PROPERTY
LOCAL LAW 2013**

Local Government Act 1995

LOCAL GOVERNMENT PROPERTY LOCAL LAW 2013

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Local Government Act 1995

LOCAL GOVERNMENT PROPERTY LOCAL LAW 2013

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Ashburton resolved on [insert date] to make ~~this~~ ^{the following} local law.

Part 1 - Preliminary

1.1 Citation

This local law may be cited as the *Shire of Ashburton Local Government Property Local Law 2013*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Repeal

The *Shire of Ashburton "Local Law Relating to Aerodromes"* as published in the *Government Gazette* on 6 December 1996 and the *Shire of Ashburton "Local Law Relating to the Management and Control of Public Swimming Pools"* as published in the *Government Gazette* on 3 June 1998 are repealed.

1.4 Application

This local law applies throughout the district.

1.5 Definitions

In this local law unless the context otherwise requires -

Act means the *Local Government Act 1995*;

applicant means a person who applies for a permit under clause 3.2;

authorised person means a person ^{appointed} authorised by the local government under section 9.10 of the Act to perform any of the functions of an authorised person under this local law;

boat means any ship, vessel or structure capable of being used in navigation by water, however propelled or moved, and includes a jet ski;

building means any building which is local government property and includes a –

- SPACE /
- (a) hall or room;
 - (b) corridor, stairway or annexe of any hall or room; and
 - (c) jetty;

SEE NOTES

Code means the Code of Practice for the Design, Operation, Management and Maintenance of Aquatic Facilities as published by the Executive Director, Public Health, pursuant to the provisions of section 344A (2) of the Health Act 1911; *ITALICS*

CEO means the chief executive officer of the local government;

closely related adult means a parent, grandparent, brother, sister, uncle or aunt;

commencement day means the day on which this local law comes into operation;

costs of the local government include its administrative costs;

Council means the council of the local government;

date of publication means, where local public notice is required to be given of a matter under this local law, the date on which notice of the matter is published in a newspaper circulating generally throughout the district;

determination means a determination made under clause 2.1;

district means the district of the local government;

function means an event or activity characterised by all or any of the following –

- SPACE* /
- (a) formal organisation and preparation;
 - (b) its occurrence is generally advertised or notified in writing to particular persons;
 - (c) organisation by or on behalf of a club;
 - (d) payment of a fee to attend it; and
 - (e) systematic recurrence in relation to the day, time and place;

General Regulations means the *Local Government (Functions and General) Regulations 1996*;

Health Act means the Health Act 1911; *ITALICS*

liquor has the same meaning as is given to it in section 3 of the *Liquor Control Act 1988*;

local government means the Shire of Ashburton;

local government property means anything except a thoroughfare –

- SPACE* /
- (a) which belongs to the local government;
 - (b) of which the local government is the management body under the *Land Administration Act 1997*; or
 - (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

local public notice has the same meaning as in section 1.7 of the Act;

Manager means the person for the time being employed by the local government to control and manage a pool area or other facility which is local government property and includes the person's assistant or deputy;

nuisance means-

- (a) anything, condition, circumstance, or state of affairs which is injurious or dangerous to the health of a reasonable person, or which has a disturbing effect on the state of reasonable physical, mental or social well-being of a person.
- (b) anything a person does or permits or causes to be done which interferes with or is likely to interfere with the enjoyment or safe use by another person of any public place; and
- (c) anything a person does on public or private land which detracts from or interferes with the enjoyment or value of lands owned by another person.

permit means a permit issued under this local law;

permit holder means a person who holds a valid permit;

person does not include the local government;

pool area means any swimming and wading pools and spas and all buildings, structures, fittings, fixtures, machinery, chattels, furniture and equipment forming part of or used in connection with such swimming and wading pools and spas which are local government property;

sign includes a notice, flag, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols;

trading means the selling or hiring, or the offering for sale or hire of goods or services, and includes displaying goods for the purpose of -

- SPACE /
- (a) offering them for sale or hire;
 - (b) inviting offers for their sale or hire;
 - (c) soliciting orders for them; or
 - (d) carrying out any other transaction in relation to them;

vehicle includes -

- SPACE /
- (a) every conveyance and every object capable of being propelled or drawn on wheels, tracks or otherwise; and
 - (b) an animal being ridden or driven,

but excludes -

- SPACE /
- (c) a wheel-chair or any device designed for use, by a physically impaired person on a footpath;
 - (d) a pram, a stroller or a similar device; and
 - (e) a boat.

FORMAT
ALIGNMENT
AS PER "TRADING"
& "VEHICLE" DEFS.

1.6 Interpretation

In this local law, a reference to local government property includes a reference to any part of that local government property.

1.7 Overriding power to hire or agree

Despite anything to the contrary in this local law, the ~~Shire~~ ^{local government} may –

- SPACE /
- (a) hire local government property to any person; or
 - (b) enter into an agreement with any person regarding the use of any local government property.

Part 2 - Determinations In Respect Of Local Government Property

Division 1 - Determinations

2.1 Determinations as to use of local government property

(1) The local government may make a determination in accordance with clause 2.1.2 –

- SPACE /
- (a) setting aside specified local government property for the pursuit of all or any of the activities referred to in clause 2.1.7;
 - (b) prohibiting a person from pursuing all or any of the activities referred to in clause 2.1.8 on specified local government property;
 - (c) as to the matters in clauses 2.1.7(2) and 2.1.8(2); and
 - (d) as to any matter ancillary or necessary to give effect to a determination.

(2) The determinations in Schedule 2 –

- SPACE /
- (a) are to be taken to have been made in accordance with clause 2.1.2;
 - (b) may be amended or revoked in accordance with clause 2.1.6; and
 - (c) have effect on the commencement day.

2.2 Procedure for making a determination

(1) The local government is to give local public notice of its intention to make a determination.

(2) The local public notice referred to in subclause (1) is to state that –

- SPACE /
- (a) the local government intends to make a determination, the purpose and effect of which is summarised in the notice;
 - (b) a copy of the proposed determination may be inspected and obtained from the offices of the local government; and
 - (c) submissions in writing about the proposed determination may be lodged with the local government within 21 days after the date of publication.

- (3) If no submissions are received in accordance with subclause (2)(c), the Council is to decide to –
- (a) give local public notice that the proposed determination has effect as a determination on and from the date of publication;
 - (b) amend the proposed determination, in which case subclause (5) will apply; or
 - (c) not continue with the proposed determination.
- (4) If submissions are received in accordance with subclause (2)(c) the Council is to –
- (a) consider those submissions; and
 - (b) decide –
 - (i) whether or not to amend the proposed determination; or
 - (ii) not to continue with the proposed determination.
- (5) If the Council decides to amend the proposed determination, it is to give local public notice –
- (a) of the effect of the amendments; and
 - (b) that the proposed determination has effect as a determination on and from the date of publication.
- (6) If the Council decides not to amend the proposed determination, it is to give local public notice that the proposed determination has effect as a determination on and from the date of publication.
- (7) A proposed determination is to have effect as a determination on and from the date of publication of the local public notice referred to in subclauses (3), (5) and (6).
- (8) A decision under subclause (3) or (4) is not to be delegated by the Council.

2.3 Discretion to erect sign

The local government may erect a sign on local government property to give notice of the effect of a determination which applies to that property.

2.4 Determination to be complied with

A person must comply with a determination.

2.5 Register of determinations

- (1) The local government is to keep a register of determinations made under clause 2.1.1, and of any amendments to or revocations of determinations made under clause 2.1.6.
- (2) Sections 5.94 and 5.95 of the Act are to apply to the register referred to in subclause (1) and for that purpose the register is to be taken to be information within section 5.94(u)(i) of the Act.

FORMAT
ALIGNMENT

2.6 Amendment or revocation of a determination

- (1) The Council may amend or revoke a determination.
- (2) The provisions of clause 2.2 are to apply to an amendment of a determination as if the amendment were a proposed determination.
- (3) If the Council revokes a determination it is to give local public notice of the revocation and the determination is to cease to have effect on the date of publication.

Division 2 - Activities which may be pursued or prohibited under a determination

2.7 Activities which may be pursued on specified local government property

- (1) A determination may provide that specified local government property is set aside as an area on which a person may –
 - (a) bring, ride or drive an animal;
 - (b) take, ride or drive a vehicle, or a particular class of vehicle;
 - (c) fly or use a motorised model aeroplane;
 - (d) use a children's playground provided that the person is under an age specified in the determination, but the determination is not to apply to a person having the charge of a person under the specified age;
 - (e) launch, beach or leave a boat;
 - (f) take or use a boat, or a particular class of boat;
 - (g) deposit refuse, rubbish or liquid waste, whether or not of particular classes, and whether or not in specified areas of that local government property;
 - (h) play or practice –
 - (i) golf or archery;
 - (ii) pistol or rifle shooting, but subject to the compliance of that person with the *Firearms Act 1973*; or
 - (iii) a similar activity, specified in the determination, involving the use of a projectile which, in the opinion of the local government may cause injury or damage to a person or property;
 - (i) ride a bicycle, a skateboard, rollerblades, a sandboard or a similar device; and
 - (j) wear no clothing.
- (2) A determination may specify the extent to which and the manner in which an activity referred to in subclause (1) may be pursued and in particular –
 - (a) the days and times during which the activity may be pursued;
 - (b) that an activity may be pursued on a class of local government property, specified local government property or all local government property;

- (c) that an activity is to be taken to be prohibited on all local government property other than that specified in the determination;
- (d) may limit the activity to a class of vehicles, boats, equipment or things, or may extend it to all vehicles, boats, equipment or things;
- (e) may specify that the activity can be pursued by a class of persons or all persons; and
- (f) may distinguish between different classes of the activity.

2.8 Activities which may be prohibited on specified local government property

(1) A determination may provide that a person is prohibited from pursuing all or any of the following activities on specified local government property -

- SPACE* (a) smoking on premises;
- (b) riding a bicycle, a skateboard, rollerblades, a sandboard or a similar device;
- (c) taking, riding or driving a vehicle on the property or a particular class of vehicle;
- (d) riding or driving a vehicle of a particular class or any vehicle above a specified speed;
- (e) taking or using a boat, or a particular class of boat;
- (f) the playing or practice of -
 - (i) golf, archery, pistol shooting or rifle shooting; or
 - (ii) a similar activity, specified in the determination, involving the use of a projectile which, in the opinion of the local government may cause injury or damage to a person or property;
- (g) the playing or practice of any ball game which may cause detriment to the property or any fauna on the property; and
- (h) the traversing of sand dunes or land which in the opinion of the local government has environmental value warranting such protection, either absolutely or except by paths provided for that purpose.

(2) A determination may specify the extent to which and the manner in which a person is prohibited from pursuing an activity referred to in subclause (1) and, in particular -

- SPACE* (a) the days and times during which the activity is prohibited;
- (b) that an activity is prohibited on a class of local government property, specified local government property or all local government property;
- (c) that an activity is prohibited in respect of a class of vehicles, boats, equipment or things, or all vehicles, boats, equipment or things;
- (d) that an activity is prohibited in respect of a class of persons or all persons; and

(e) may distinguish between different classes of the activity.

(3) In this clause –

SPACE / *premises* means a building, stadium or similar structure which is local government property, but not an open space such as a park or a playing field.

Division 3 - Transitional

2.9 Signs taken to be determinations

- (1) Where a sign erected on local government property has been erected under a local law of the local government repealed by this local law, then it is to be taken to be and have effect as a determination on and from the commencement day, except to the extent that the sign is inconsistent with any provision of this local law or any determination made under clause 2.1.1.
- (2) Clause 2.1.5 does not apply to a sign referred to in subclause (1).

Part 3 - Permits

Division 1 - Preliminary

3.1 Application of Part

This Part does not apply to a person who uses or occupies local government property under a written agreement with the local government to do so.

3.2 Application for permit

- (1) Where a person is required to obtain a permit under this local law, that person shall apply for the permit in accordance with subclause (2).
- (2) An application for a permit under this local law shall -
- SPACE* / (a) be in the form determined by the local government;
- (b) be signed by the applicant;
- (c) provide the information required by the form; and
- (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (3) The local government may require an applicant to provide additional information reasonably related to an application before determining an application for a permit.
- (4) The local government may require an applicant to give local public notice of the application for a permit.
- (5) The local government may refuse to consider an application for a permit which is not in accordance with subclause (2) or where the requirements of subclause (3) or (4) have not been satisfied.

3.3 Decision on application for permit

(1) The local government may –

- SPACE* ✓
- (a) approve an application for a permit unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for a permit.

(2) If the local government approves an application for a permit, it is to issue to the applicant, a permit in the form determined by the local government.

(3) If the local government refuses to approve an application for a permit, it is to give written notice of that refusal to the applicant.

(4) The local government may, at any time, amend a condition of approval and the amended condition takes effect when written notice of it is given to the permit holder.

3.4 Conditions which may be imposed on a permit

(1) Examples of the conditions that the local government may impose on a permit are conditions relating to –

- SPACE* ✓
- (a) the payment of a fee;
 - (b) compliance with a standard or a policy of the local government adopted by the local government;
 - (c) the duration and commencement of the permit;
 - (d) the commencement of the permit being contingent on the happening of an event;
 - (e) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
 - (f) the approval of another application for a permit which may be required by the local government under any written law;
 - (g) the area of the district to which the permit applies;
 - (h) where a permit is issued for an activity which will or may cause damage to local government property, the payment of a deposit or bond against such damage; and
 - (i) the obtaining of public risk insurance in an amount and on terms reasonably required by the local government.

(2) Examples of the type and content of the conditions on which a permit to hire local government property may be issued –

- SPACE* ✓
- (a) when fees and charges are to be paid;
 - (b) payment of a bond against possible damage or cleaning expenses or both;
 - (c) restrictions on the erection of material or external decorations;
 - (d) rules about the use of furniture, plant and effects;

- (e) limitations on the number of persons who may attend any function in or on local government property;
- (f) the duration of the hire;
- (g) the right of the local government to cancel a booking during the course of an annual or seasonal booking, if the local government sees fit;
- (h) a prohibition on the sale, supply or consumption of liquor unless a liquor licence is first obtained for that purpose under the *Liquor Control Act 1988*;
- (i) whether or not the hire is for the exclusive use of the local government property;
- (j) the obtaining of a policy of insurance in the names of both the local government and the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer; and
- (k) the provision of an indemnity from the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer.

3.5 Imposing conditions under a policy

(1) In this clause –

SPACE ✓ **policy** means a policy of the local government adopted by the Council containing conditions subject to which an application for a permit may be approved under clause 3.3(1)(a).

- (2) Under clause 3.3(1)(a) the local government may approve an application subject to conditions by reference to a policy.
- (3) The local government must give a copy of the policy, or the part of the policy which is relevant to the application for a permit, with the form of permit referred to in clause 3.3(2).
- (4) An application for a permit shall is not to be taken to have been approved subject to the conditions contained in a policy until the local government gives the permit holder a copy of the policy or the part of the policy which is relevant to the application.
- (5) Sections 5.94 and 5.95 of the Act shall apply to a policy and for that purpose a policy shall be deemed to be information within section 5.94(u)(i) of the Act.

3.6 Compliance with conditions

Where an application for a permit has been approved subject to conditions, the permit holder shall comply with each of those conditions.

3.7 Agreement for building

Where a person applies for a permit to erect a building on local government property the local government may enter into an agreement with the permit holder in respect of the ownership of the materials in the building.

3.8 Duration of permit

A permit is valid for one year from the date on which it is issued, unless—

- SPACE* ✓
- (a) it is otherwise stated in this local law or in the permit; or
 - (b) it is cancelled under clause 3.12.

3.9 Renewal of permit

- (1) A permit holder may apply to the local government in writing prior to expiry of a permit for the renewal of the permit.
- (2) The provisions of this Part apply to an application for the renewal of a permit as though it were an application for a permit.

3.10 Transfer of permit

(1) An application for the transfer of a valid permit is to -

- SPACE* ✓
- (a) be made in writing;
 - (b) be signed by the permit holder and the proposed transferee of the permit;
 - (c) provide such information as the local government may require to enable the application to be determined; and
 - (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (2) The local government may approve an application for the transfer of a permit, refuse to approve it or approve it subject to any conditions.
 - (3) Where the local government approves an application for the transfer of a permit, the transfer may be effected by an endorsement on the permit signed by the CEO.
 - (4) Where the local government approves the transfer of a permit, it is not required to refund any part of any fee paid by the former permit holder.

3.11 Production of permit

A permit holder is to produce to an authorised person her or his permit immediately upon being required to do so by that authorised person.

3.12 Cancellation of permit

(1) Subject to clause 9.1, a permit may be cancelled by the local government if the permit holder has not complied with a -

- SPACE* ✓
- (a) condition of the permit; or
 - (b) determination or a provision of any written law which may relate to the activity regulated by the permit.

(2) On the cancellation of a permit the permit holder -

- SPACE* ✓
- (a) shall return the permit as soon as practicable to the CEO; and
 - (b) is to be taken to have forfeited any fees paid in respect of the permit.

3.13 Activities needing a permit

(1) A person shall not without a permit -

- SPACE* ✓
- (a) subject to subclause (3), hire local government property;
 - (b) advertise anything by any means on local government property;
 - (c) erect, on local government property, a structure for public amusement or for any performance, whether for gain or otherwise;
 - (d) teach, coach or train, for profit, any person in a pool area or an indoor recreation facility which is local government property;
 - (e) plant any plant or sow any seeds on local government property;
 - (f) carry on any trading on local government property unless the trading is conducted -
 - SPACE* ✓ (i) with the consent of a person who holds a permit to conduct a function, and where the trading is carried on under and in accordance with the permit; or
 - (ii) by a person who has a licence or permit to carry on trading on local government property under any written law;
 - (g) unless an employee of the local government in the course of her or his duties or on an area set aside for that purpose -
 - SPACE* ✓ (i) drive or ride or take any vehicle on to local government property; or
 - (ii) park or stop any vehicle on local government property;
 - (h) conduct a function on local government property ;
 - (i) charge any person for entry to local government property, unless the charge is for entry to land or a building hired by a voluntary non-profit organisation;
 - (j) light a fire on local government property except in a facility provided for that purpose;
 - (k) parachute, hang glide, abseil or base jump from or on to local government property;
 - (l) erect a building or a refuelling site on local government property;
 - (m) make any excavation on or erect or remove any fence on local government property;
 - (n) erect or install any structure above or below ground, which is local government property, for the purpose of supplying any water, power, sewer, communication, television or similar service to a person;
 - (o) deposit or store any thing on local government property;
 - (p) conduct or take part in any gambling game or contest or bet, or offer to bet, publicly; or

- (q) erect, install, operate or use any broadcasting, public address system, loudspeaker or other device for the amplification of sound on local government property;
- (2) The local government may exempt a person from compliance with subclause (1) on the application of that person.
- (3) The local government may exempt specified local government property or a class of local government property from the application of subclause (1)(a).

3.14 Permit required to camp outside a facility

- (1) In this clause –
SPACE ✓ **facility** has the same meaning as is given to it in section 5(1) of the *Caravan Parks and Camping Grounds Act 1995*.
- (2) This clause does not apply to a facility operated by the local government.
- (3) Except in accordance a permit, a person must not -
SPACE ✓
 - (a) camp on, lodge at or occupy any structure at night for the purpose of sleeping on local government property; or
 - (b) erect any tent, camp, hut or similar structure on local government property.
- (4) The maximum period for which the local government may approve an application for a permit in respect to paragraph (a) or (b) of subclause (3) is that provided in regulation 11(2)(a) of the *Caravan Parks and Camping Grounds Regulations 1997*.

3.15 Permit required for possession and consumption of liquor

- (1) A person, on local government property, shall not consume any liquor or have in her or his possession or under her or his control any liquor, unless –
SPACE ✓
 - (a) that is permitted under the *Liquor Control Act 1988*; and
 - (b) a permit has been obtained for that purpose.
- (2) Subclause (1) does not apply where the liquor is in a sealed container.

3.16 Responsibilities of permit holder

A holder of a permit shall in respect of local government property to which the permit relates -

- SPACE ✓* (a) ensure that an authorised person has unobstructed access to the local government property for the purpose of inspecting the property or enforcing any provision of this local law;
- (b) leave the local government property in a clean and tidy condition after its use;
- (c) report any damage or defacement of the local government property to the local government; and
- (d) prevent the consumption of any liquor on the local government property unless the permit allows it and a licence has been obtained under the *Liquor Control Act 1988* for that purpose.

SEE NOTES

Part 4 - Behaviour On All Local Government Property

Division 1 - Behaviour on and interference with local government property

4.1 Behaviour which interferes with others

A person shall not in or on any local government property behave in a manner which -

- SPACE / (a) interferes with the enjoyment of a person who might use the property;
- (b) / (c) cause a disturbance to nearby residents; or
- (c) / (d) creates a nuisance.

4.2 Behaviour detrimental to property

(1) A person shall not behave in or on local government property in a way which is or might be detrimental to the property.

(2) In subclause (1) -

SPACE / *detrimental to the property* includes -

- (a) removing anything from the local government property such as a rock, a plant or a seat provided for the use of any person; and
- (b) destroying, defacing or damaging any thing on the local government property, such as a plant, a seat provided for the use of any person or a building.

4.3 Taking or injuring any fauna

(1) A person shall not, take, injure or kill or attempt to take, injure or kill any fauna which is on or above any local government property, unless that person is authorised under a written law to do so.

(2) In this clause -

SPACE / *fauna* means any animal indigenous to or which periodically migrates to any State or Territory of the Commonwealth or the territorial waters of the Commonwealth and includes, in relation to any such animal -

- (a) any class of animal or individual member; or
- (b) the eggs or larvae.

↑ ↓ remove extra space

4.4 Removing or damaging any flora

(1) A person must not remove or damage any flora which is on or above any local government property, unless that person is authorised to do so under written law or with the written approval of the local government.

(2) In this clause -

flora means all vascular plants other than plants recognised as weeds.

FORMAT (font size?)

4.5 Intoxicated persons not to enter local government property

A person must not enter or remain on local government property while under the influence of liquor or a prohibited drug.

4.6 No prohibited drugs

A person shall not take a prohibited drug on to, or consume or use a prohibited drug on, local government property.

4.7 Refusal of entry to local government property

- (1) An authorised person may refuse to allow entry, or suspend admission, to any local government property by any person who he or she believes has behaved in a manner contrary to the provisions of this Part.
- (2) This refusal or suspension can be for any period of up to 12 months as decided by that authorised person.
- (3) A decision made under this clause is a decision to which ~~clause (8)~~ ^{Part 8} applies.

Division 2 - Signs / UNBOLD

4.8 Signs

- (1) A local government may erect a sign on local government property specifying any conditions of use which apply to that property.
- (2) A person shall comply with a sign erected under subclause (1).
- (3) A condition of use specified on a sign erected under subclause (1) is –
SPACE /
 - (a) not to be inconsistent with any provision of this local law or any determination; and
 - (b) to be for the purpose of giving notice of the effect of a provision of this local law.

Part 5 – Matters Relating To Particular Local Government Property

Division 1 - Swimming pool areas / UNBOLD

5.1 When entry must be refused

- (1) A Manager or an authorised person must refuse admission to a pool area any person who –
 - (a) in her or his opinion is -
 - (i) under the minimum age of that specified in the Code and who is unaccompanied by a responsible person over the age of that specified in the Code;
 - (ii) under the minimum age that specified in the Code and who is accompanied by a responsible person over the age of that specified in the Code where the responsible person is incapable of, or not providing, adequate supervision of, or care, for that person;

- (iii) suffering from any contagious, infectious or cutaneous disease or complaint, or is in an unclean condition; or
- (iii) under the influence of liquor or a prohibited drug; or
- (b) is to be refused admission under and in accordance with a decision of the local government for breaching a clause of this local law.
- (2) If a person referred to in paragraph (a) or (b) of subclause (1) is in a pool area, a Manager of an authorised person must –
 - (a) direct the person to leave; and
 - (b) if the person refuses or fails to leave, remove the person or arrange for the person to be removed, from the pool area

5.2 Consumption of food or drink may be prohibited

A person must not consume any food or drink in an area where consumption is prohibited by a sign.

Division 2 - Beaches UNBOLD

5.4 Persons to comply with signs and directions

A person must -

- (a) not act in contravention of any sign erected on a beach under clause 5.2.1(1)(c);
- (b) not enter an area which has been temporarily closed with rope, hessian, wire or any other means for the conduct of surf life saving club activities, unless he or she is a member of the club or has obtained permission to enter from the club; and
- (c) comply with any direction given under clause 5.2.1(1)(c) or 5.2.1(1)(e),
- (d) not interfere with, obscure, obstruct, or hang any item of clothing or towel on a flag, sign, notice or item of life saving equipment.

Division 3 - Fenced or closed property UNBOLD

5.5 No entry to fenced or closed local government property

A person must not enter local government property which has been fenced off or closed to the public by a sign or otherwise, unless that person is authorised to do so by the local government.

Division 4 - Toilet blocks and change rooms UNBOLD

5.6 Only specified gender to use entry of toilet block or change room

- (1) Where a sign on a toilet block or change room specifies that a particular entry of the toilet block or change room is to be used by –
 - (a) females - then a person of the male gender must not use that entry of the toilet block or change room;

- (b) males - then a person of the female gender must not use that entry of the toilet block or change room; *OR*
- (c) families – then, where the toilet block or change room is being used by a family, only an immediate member of that family may use that entry of the toilet block or change room.

(2) Paragraphs (a) and (b) of subclause (1) do not apply to a child, when accompanied by a parent, guardian or care giver, where the child is –

- SPACE* ✓
- (a) under the age of 7 years; or
 - (b) otherwise permitted by an authorised person to use the relevant entry.

5.7 Use of shower facilities

A person may use a shower facility in change rooms only on condition that –

- SPACE* ✓
- (a) the facilities must be used by the person only for the purposes of cleansing and washing themselves;
 - (b) use of the facilities must be restricted to a maximum period of 15 minutes, or such lesser time as required by an attendant; or
 - (c) the facilities must not be used for the purposes of laundering or washing any clothing or other articles.

Division 5 - Aerodrome (airport) *UNBOLD*

5.8 Interpretation

(1) In this Division –

SPACE ✓ **Aerodrome** means all that land comprising the Shire of Ashburton location 16.

Airport has the same meaning as Aerodrome.

Airport Manager means the person for the time being employed by the local government to control and manage the aerodrome.

(2) This Division applies only to aerodromes which are local government property.

5.9 When entry must be refused

(1) A Manager or authorised person must refuse admission an aerodrome area to any person who –

- SPACE* ✓
- (a) in her or his opinion -
 - (i) is under the influence of liquor, where the influence of liquor will make the persons presence on the aerodrome dangerous to themselves or to other persons, or offensive to others, or otherwise undesirable; or
 - (ii) is under the influence of a prohibited drug;

*FORMAT
(font size?)*

(b) is to be refused admission by the local government for breaching a clause of this local law.

(2) If a person referred to in paragraph (a)(i) or (a)(ii) of subclause (1) is in an aerodrome area, a Manager or authorised person must –

SPACE (a) direct the person to leave; and

(b) if the person refuses, or fails to leave, remove the person or arrange for the person to be removed from the Aerodrome.

5.10 Access of animals restricted

(1) A person shall not bring an animal on to an aerodrome unless –

SPACE (a) the person is a person referred to in section 8 of the *Dog Act 1976* acting in accordance with that provision;

(b) the animal is being air freighted from the aerodrome;

(c) the animal has been air freighted to the aerodrome; or

(d) the person is authorised to do so by the local government.

(2) A person in charge of an animal shall keep the animal under control and shall not allow it to wander at large on the aerodrome.

(3) If an animal is at any time on an aerodrome in contravention of subclause (2), in addition to the person specified in that subclause, the owner of the animal at that time commits an offence against subclause (2).

Division 6 - Golf course

5.11 Interpretation

In this Division –

FORMAT **controller** means the person appointed by the local government to direct, control and manage a golf course;

golf course means that portion of a golf course reserve which is laid out as a golf course and includes all tees, fairways, greens, practice tees, practice fairways, practice greens and any driving range; and

golf course reserve means the local government property described in Schedule 3 and includes all buildings, structures, fittings, fixtures and equipment on that land.

5.12 Observance of special conditions of play

While on a golf course, every player shall observe and comply with a –

SPACE (a) direction of a controller in respect of any special conditions of play; and

(b) requirement of any notice erected to direct or control play.

Part 6 - Fees For Entry On To Local Government Property

6.1 No unauthorised entry to function

- (1) A person shall not enter local government property on such days or during such times as the property may be set aside for a function for which a charge for admission is authorised, except –
 - (a) through the proper entrance for that purpose; and
 - (b) on payment of the fee chargeable for admission at the time.
- (2) The local government may exempt a person from compliance with subclause (1)(b).

Part 7 - Jetties And Bridges

7.1 Interpretation

- (1) This Part only applies to bridges and jetties which are local government property.
- (2) In this Part –

jetty means any jetty, pier, wharf or landing place which is local government property; and

7.2 Application for consent and application fee

- (1) Where a person is required to obtain the consent of the local government under this Part, the person is to apply for that consent in the manner required by the local government.
- (2) The local government may require an application for consent made under subclause (1) to be accompanied by a fee.
- (3) If an application for consent is not made in the manner required by the local government or the fee which is to accompany that application is not paid, the local government may refuse to consider the application for consent.
- (4) The local government shall give its decision on an application for consent, in writing to the person who applied for that consent.
- (5) Where a fee is referred to in this Part, the fee must be imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.

7.3 When use of jetty is prohibited

A person shall not land at, use or go on any part of a jetty which is -

- SPACE /
- (a) under construction or repair; or
 - (b) closed,

unless that person has first obtained the consent of the local government.

7.4 Method of mooring boat

A person in control of a boat shall not moor or make fast the boat to a jetty, or to any part of the jetty, except to such mooring piles, ring bolts or other fastenings as are provided.

7.5 When boat may remain moored

A person in control of a boat shall not moor or make fast the boat to a jetty unless –

- SPACE* /
- (a) the boat is in distress and then only to effect the minimum repairs necessary to enable the boat to be moved elsewhere;
 - (b) the embarking or disembarking of passengers is in progress, and then not for a consecutive period exceeding 2 hours without the prior consent of the local government; *and*
 - (c) where the boat is used at that time for commercial purposes, the person has first paid the fee (if any) for such mooring or making fast to the local government.

7.6 Authorised person may order removal of boat

Notwithstanding anything to the contrary in this Part, a person in control of a boat moored or fastened to or alongside a jetty shall remove it immediately upon being directed to do so by an authorised person.

7.7 Restrictions on launching

A person shall not launch a boat from or over any jetty (other than a boat ramp) unless she or he has first obtained the consent of the local government.

7.8 Limitations on fishing

A person shall not -

- SPACE* /
- (a) fish from a jetty or a bridge so as to obstruct or interfere with the free movement of a boat approaching or leaving the jetty or the bridge or so as to unreasonably interfere with the use of the jetty or the bridge by any other person; or
 - (b) hang or spread a fishing net from, on or over any part of a jetty or a bridge.

SPACE / **Part 8 - Objections And Review**

SEE NOTES (8.1) **8.1 Objections and Review**

Division 1 of Part 8 of the Act and Regulation 33 of the Regulations applies to a decision under this local law -

- SPACE* /
- (a) to grant a person a permit or consent under this local law; or
 - (b) to renew, vary, or cancel a permit or consent that a person has under this local law.

Part 9 - Miscellaneous

9.1 Authorised person to be obeyed

A person on local government property shall obey any lawful direction of an authorised person and shall not in any way obstruct or hinder an authorised person in the execution of her or his duties.

9.2 Persons may be directed to leave local government property

An authorised person may direct a person to leave, or temporarily suspend a person from, local government property where she or he reasonably suspects that the person has contravened a provision of any written law.

9.3 Disposal of lost property

An article left on any local government property, and not claimed within a period of 3 months, may be disposed of by the local government in any manner it thinks fit.

9.4 Liability for damage to local government property

(1) Where a person unlawfully damages local government property, the local government may by notice in writing to that person require that person within the time required in the notice to, at the option of the local government, pay the costs of –

- SPACE* ✓
- (a) reinstating the property to the state it was in prior to the occurrence of the damage; or
 - (b) replacing that property.

SEE NOTES ○ (2) Unless there is proof to the contrary, a person is to be taken to have damaged local government property within subclause (1) where –

- SPACE* ✓
- (a) a vehicle caused the damage, the person was the person responsible, at the time the damage occurred, for the control of the vehicle; or
 - (b) the damage occurred under a permit, the person is the permit holder in relation to that permit.

(3) On a failure to comply with a notice issued under subclause (1), the local government may recover the costs referred to in the notice as a debt due to it.

Part 10 - Enforcement

10.1 Offence to fail to comply with notice

Whenever the local government gives a notice under this local law requiring a person to do any thing, if a person fails to comply with the notice, that person commits an offence.

10.2 Local government may undertake requirements of notice

Where a person fails to comply with a notice referred to in clause 10.1, the local government may do the thing specified in the notice and recover from the person to whom the notice was given, as a debt, the costs incurred in so doing.

10.3 Offences and general penalty

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, upon conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

10.4 Prescribed offences

- (1) An offence against a clause specified in Schedule 1 is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 1.
- (3) For the purpose of guidance only, before giving an infringement notice to a person in respect of the commission of a prescribed offence, an authorised person should be satisfied that –
 - (a) commission of the prescribed offence is a relatively minor matter; and
 - (b) only straightforward issues of law and fact are involved in determining whether the prescribed offence was committed, and the facts in issue are readily ascertainable.

10.5 Form of notices

- (1) For the purposes of this local law -
 - SPACE* (a) where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1 of the Regulations;
 - (b) the form of the infringement notice given under section 9.16 of the Act is that of Form 2 in Schedule 1 of the Regulations; and
 - (c) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1 of the Regulations.
- (2) Where an infringement notice is given under section 9.16 of the Act in respect of an alleged offence against clause 2.4, the notice is to contain a description of the alleged offence.

10.6 Impounding of goods

Provisions dealing with the power to impound goods that are involved in a contravention, including a contravention of this local law, are contained in the Act and Regulations.

10.7 Evidence of a determination

- (1) In any legal proceedings, evidence of a determination may be given by tendering the register referred to in clause 2.5 or a certified copy of an extract from the register.
- (2) It is to be presumed, unless the contrary is proved, that the determination was properly made and that every requirement for it to be made and have effect has been satisfied.

- (3) Subclause (2) does not make valid a determination that has not been properly made.

Schedule 1

Prescribed Offences
(clause 10.4)

CLAUSE	DESCRIPTION	MODIFIED PENALTY \$
2.4	Failure to comply with determination	125
3.6	Failure to comply with conditions of permit	125
3.13(1)	Failure to obtain a permit	125
3.14(3)	Failure to obtain permit to camp outside a facility	125
3.15(1)	Failure to obtain permit for liquor	125
3.16	Failure of permit holder to comply with responsibilities	125
4.1	Behaviour which interfered with others	125
4.2(1)	Behaviour detrimental to property	350
4.3(1)	Taking or injuring fauna	350
4.4(1)	Removing or damaging any flora	350
4.5	Under influence of liquor or prohibited drug	125
5.2	Consuming food or drink in prohibited area	125
5.4	Failure to comply with sign or direction on beach	125
5.5	Unauthorised entry to fenced or closed local government property	125
5.6	Gender not specified using entry of toilet block or change room	125
5.10(1)	Unauthorised presence of animal on aerodrome	350
5.10(2)	Animal wandering at large on aerodrome – person in charge	350
5.10(3)	Animal wandering at large on aerodrome – owner	350
5.12	Failure to comply with direction of controller or notice on golf	

	course	125
6.1(1)	Unauthorised entry to function on local government property	125
7.3	Unauthorised use of any part of jetty which is closed or under repair or construction	125
7.4	Mooring of boats in unauthorised manner	125
7.5	Unauthorised mooring of a boat to jetty	125
7.6	Failure to remove moored boat on direction of authorised person	125
7.7	Launching of boat from jetty without consent	125
7.8	Fishing from jetty or bridge so as to obstruct a boat or another person	125
9.1	Failure to obey lawful direction of an authorised person on local government property	125
10.1	Failure to comply with notice	250

SEE
NOTES

Schedule 2

Determinations

The following determinations are to be taken to have been made by the local government under clause 2.1.

Part 1 – Preliminary

Definitions

1.1 In these determinations unless the context otherwise requires –

local law means the *Local Government Property Local Law* made by the local government;

Interpretation

1.2 Unless the context otherwise requires, where a term is used but not defined in a determination and that term is defined in the local law then the term shall have the meaning given to it in the local law.

Schedule 3

Golf Course Reserve

[clause 5.11]

The golf course reserve referred to in Part 5 Division 6 of this local law is described below:

Reserve 37453 – Mountain View Golf Course, East Road, Tom Price WA 6751.

Dated: [date].

The Common Seal of the Shire of Ashburton was affixed by authority of a resolution of the Council in the presence of —

K WHITE, Shire President.

BREEN, Chief Executive Officer.

PRINT POST APPROVED PP665002/00041



**WESTERN
AUSTRALIAN
GOVERNMENT
Gazette**



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For *Government Gazette* published 3.30 pm Friday 27 December 1996,
closing time for copy will be 12 noon Monday 23 December 1996.

For *Government Gazette* published 3.30 pm Tuesday 31 December 1996,
closing time for copy will be 12 noon Friday 27 December 1996.

For *Government Gazette* published 3.30 pm Friday 3 January 1997,
closing time for copy will be 12 noon Tuesday 31 December 1996.

PROCLAMATIONS

AA101

MINING AMENDMENT ACT 1996

(No. 54 of 1996)

PROCLAMATION

WESTERN AUSTRALIA P. M. Jeffery, Governor. [L.S.]	}	By His Excellency Major General Phillip Michael Jeffery, Companion of the Order of Australia, Officer of the Order of Australia (Military Division), Military Cross, Governor of the State of Western Australia.
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I, the Governor, acting under section 2 of the Mining Amendment Act 1996, and with the advice and consent of the Executive Council, fix the day after the day on which this proclamation is published in the *Government Gazette* as the day on which sections 5, 7, 10, 13 and 23 of that Act come into operation.

Given under my hand and the Public Seal of the State on the 3rd day of December 1996.

By His Excellency's Command,

K. J. MINSON, Minister for Mines.

GOD SAVE THE QUEEN !

AA201

FIREARMS AMENDMENT ACT 1996

(No. 59 of 1996)

PROCLAMATION

WESTERN AUSTRALIA P. M. Jeffery, Governor. [L.S.]	}	By His Excellency Major General Phillip Michael Jeffery, Companion of the Order of Australia, Officer of the Order of Australia (Military Division), Military Cross, Governor of the State of Western Australia.
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I, the Governor, acting under section 3 (1) of the Firearms Amendment Act 1996, and with the advice and consent of the Executive Council, fix 6 December 1996 as the day on which the provisions of that Act, other than section 16, come into operation.

Given under my hand and the Public Seal of the State on the 3rd day of December 1996.

By His Excellency's Command,

R. L. WIESE, Minister for Police.

GOD SAVE THE QUEEN !

AA202

WITNESS PROTECTION (WESTERN AUSTRALIA) ACT 1996

(No. 11 of 1996)

PROCLAMATION

WESTERN AUSTRALIA P. M. Jeffery, Governor. [L.S.]	}	By His Excellency Major General Phillip Michael Jeffery, Companion of the Order of Australia, Officer of the Order of Australia (Military Division), Military Cross, Governor of the State of Western Australia.
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I, the Governor, acting under section 2 of the Witness Protection (Western Australia) Act 1996, and with the advice and consent of the Executive Council, fix the day after the day on which this proclamation is published in the *Government Gazette* as the day on which that Act comes into operation.

Given under my hand and the Public Seal of the State on the 3rd day of December 1996.

By His Excellency's Command,

R. L. WIESE, Minister for Police.

GOD SAVE THE QUEEN !

EDUCATION

ED401***EDUCATION ACT 1928**

Declaration of School Boundaries Pursuant to Paragraph (b) of Subsection (2) of Section 21

The Hon. Minister for Education has declared that from January 1997 children attending Government primary schools listed hereunder and proceeding to a Government secondary school shall attend the secondary school as directed. The only exceptions shall be those stated in this notice or in cases where students have changed their place of residence, or when written approval for attendance elsewhere has been obtained from the undersigned.

CHERYL VARDON, Director—General of Education.

**SECONDARY SCHOOLS, THEIR CONTRIBUTORY PRIMARY SCHOOLS
AND SPECIAL ENROLMENT CONDITIONS**

Secondary Schools and
Contributory Primary
Schools

Options, Exceptions, if any

Albany Senior High
Albany
Flinders Park
Mount Manypeaks
Spencer Park

Applecross Senior High
Applecross
Ardross
Booragoon
Brentwood
Mt Pleasant
Winthrop

Children from Booragoon Primary School have the option of attending either Applecross Senior High School or Melville Senior High School.

Children from Brentwood Primary School have the option of attending either Applecross Senior High School or Rossmoyne Senior High School.

Children of secondary school age living in the area bounded by Leach Highway, Winthrop Drive, Somerville Boulevard and Murdoch Drive shall have the option of attending either Applecross or Melville Senior High School.

Children of secondary school age living in the locality of Murdoch and north of South Street shall have the option of attending either Applecross or Melville Senior High School.

Armadale Senior High
Armadale
Byford
Forrestdale
Gwynne Park
Jarrahdale
Kingsley
Marri Grove
Mundijong
Oakford
Serpentine

The following constitutes a boundary between Armadale and Kelmscott Senior High Schools:

From the railway line, east along Galliers Avenue to Albany Highway, north along Albany Highway to the locality boundary between Armadale and Kelmscott, east and south east along the locality boundary to the portion of Salter Road with an easterly orientation, east along Salter Road and its easterly extension for one kilometre beyond the intersection of Salter Road and Paterson Road. The boundary parts of Galliers Avenue and Salter Road are excluded from the catchment area for Armadale Senior High School.

The following constitutes an optional area between Armadale and Cecil Andrews Senior High Schools:

From the intersection of Lake Road and Ranford Road, north east along Lake Road to Bay Court, north west along Bay Court and its extension to the Southern River, north along the Southern River to the north westerly extension of Champion Drive (which corresponds with the locality boundary), north west along the extension of Champion Drive to the local government authority boundary between the Cities of Armadale and Gosnells, south west along the local government boundary to Ranford Road, and south west along Ranford Road to Lake Road. The boundary parts of Lake Road (west side) and Ranford Road (both sides) are included within the optional area, while Bay Court (both sides) is excluded from the optional area.

Australind Senior High
Australind
Brunswick Junction
Clifton Park
Eaton
Parkfield
Roelands

The following constitutes a boundary for Australind Senior High School:

From the intersection of the westerly extension of Pead Road with the coastline, east along the aforesaid extension of Pead Road, Pead Road and the easterly extension of Pead Road to the electricity transmission line, south along the electricity transmission line to a point due west from the confluence of the Mornington River and Wellesley River, east to the aforesaid confluence, south along the Wellesley River into the Brunswick River, south west along the Brunswick River to the Australind Bypass, south and south west along the Australind Bypass to the railway crossing, west and north west along the railway line to the railway bridge crossing the Preston River.

The following constitutes the boundary for an optional area between Australind Senior High School and Harvey Agricultural Senior High School:

From the Wellington Dam north west and west along the Collie River to the Australind Bypass, north along the Australind Bypass to the Brunswick River, east and north east along the Brunswick River to the confluence with the Wellesley River, north along the Wellesley River to the confluence with the Mornington River, east along the Mornington River to the intersection with Campbell Road, east to the intersection of Sandalwood Road with the South Western Highway and east along Sandalwood Road for a distance of three kilometres. The boundary parts of Sandalwood Road (both sides) are excluded from this optional area.

Balcatta Senior High
Balcatta
Birralee
Lake Gwelup
Osborne
Takari
West Balcatta

Children from Birralee Primary School have the option of attending either Balcatta Senior High School or Scarborough Senior High School.

Children from Lake Gwelup Primary School have the option of attending either Balcatta Senior High School or Scarborough Senior High School.

Children from Osborne Primary School living in Main Street (both sides) and west thereof shall attend Balcatta Senior High School.

Children from Osborne Primary School living in the area east of Main Street have the option of attending either Balcatta Senior High School or Mirrabooka Senior High School.

Balga Senior High
Balga
Boyare
Dryandra
North Balga
Waddington
Warriapendi

Ballajura Community College
Alinjarra
Ballajura
Illawarra
South Ballajura

The following constitutes a boundary for Ballajura Community College:

From the intersection of Alexander Drive and Marangaroo Drive, south along Alexander Drive to Marshall Road, east along Marshall Road to the proposed northern extension of the Tonkin Highway, north along the proposed extension of the Tonkin Highway to the boundary between the localities of Ballajura and Cullacabardee, north west, north and west along this locality boundary to the intersection with Marangaroo Drive, north west and west along the proposed Hepburn Avenue to Rangeview Road, south along Rangeview Road and its extension to Derbi Road, south along Derbi Road to Hillcrest Road, south west along Hillcrest Road to Gerosa Place, south along Gerosa Place to Marangaroo Drive and east along Marangaroo Drive to Alexander Drive. The boundary parts of Alexander Drive (east side), Marshall Road (north side), proposed Hepburn Avenue (south side), Rangeview Road (both sides), Hillcrest Road (both sides) and Marangaroo Drive (north side), and the boundary streets of Derbi Road (both sides) and Gerosa Place (both sides) are included within the area for Ballajura Community College.

Belmont Senior High

Belmay
Belmont
Cloverdale
Redcliffe
Tranby
Whiteside

The following constitutes the boundary for Belmont Senior High School:

From the junction of Belmont Avenue and Great Eastern Highway, south-east along Belmont Avenue and its extension through the Belmont shopping centre to Fulham Street, north-east along Fulham Street to Abernethy Road, south-east along Abernethy Road to Keane Street, north-east along Keane Street to Whiteside Street, south-east along Whiteside Street and its extension to the Tonkin Highway, south-east along the Tonkin Highway to Horrie Miller Drive, north along Horrie Miller Drive and its extension to the local government authority boundary (City of Belmont and Shire of Swan), north-west along the local government boundary to Great Eastern Highway, south-west along Great Eastern Highway to Ivy Street, north-west along Ivy Street to the Swan River, south and south-west along the Swan River to the north-westerly extension of Belmont Avenue to the Swan River, and south-east along this extension to the junction of Belmont Avenue and Great Eastern Highway. The boundary parts of Belmont Avenue (north side), Abernethy Road (both sides), Keane Street (both sides), Whiteside Street (both sides) and Ivy Street (both sides) are included within the area for Belmont Senior High School. The boundary parts of Belmont Avenue (south side) and Fulham Street (both sides) are excluded from the area for Belmont Senior High School.

The following constitutes an optional area between Belmont and Kewdale Senior High Schools:

From the junction of Belmont Avenue and Great Eastern Highway, south-east along Belmont Avenue to Wright Street, south-west along Wright Street to Acton Avenue, north-west along Acton Avenue and its extension to the Swan River, north-east along the Swan River to the extension of Belmont Avenue to the Swan River, and south-east along this extension to the junction of Belmont Avenue and Great Eastern Highway. The boundary part of Belmont Avenue (south side) is included within this optional area. The boundary parts of Wright Street (both sides) and Acton Avenue (both sides) are excluded from this optional area.

Belridge Senior High

Beldon
Connolly
Eddystone
Edgewater
Heathridge
Joondalup
Kinross

Children living in the following area in the localities of Connolly and Currambine shall attend Belridge Senior High School:

From the intersection of Hodges Drive and Country Club Boulevard, north along Country Club Boulevard and continuing north to the golf course underpass at Shenton Avenue, west from the underpass to Connolly Drive, north along Connolly Drive to Moore Drive, east along Moore Drive to the intersection with the proposed extension of the Mitchell Freeway, south along the proposed extension of the Mitchell Freeway to Hodges Drive, and west along Hodges Drive to Country Club Boulevard. The boundary parts of Country Club Boulevard (east side), Shenton Avenue (north side), Connolly Drive (east side), Moore Drive (south side) and Hodges Drive (north side) are included within this area.

Children living in the locality of Joondalup shall attend Belridge Senior High School.

The following constitutes a boundary for an optional area between Belridge Senior High School and Clarkson High School:

From the intersection of Moore Drive and Connolly Drive, north along Connolly Drive to Burns Beach Road, east along Burns Beach Road to the proposed extension of the Mitchell Freeway, south along the proposed extension of the Mitchell Freeway to Moore Drive, and west along Moore Drive to Connolly Drive. The boundary parts of Connolly Drive (east side), Burns Beach Road (south side) and Moore Drive (north side) are included within this optional area.

Bunbury Senior High

Boyanup
Bunbury
Burekup
Carey Park
Cooinda
Dardanup
Picton
South Bunbury

The following constitutes a boundary between Bunbury Senior High School and Newton Moore Senior High School:

From the confluence of the Preston River with the Ferguson River, north west and west along the Preston River to the railway bridge, west and north west along the railway line to the intersection of the railway line and Forrest Avenue, west and north west along Forrest Avenue to Wisbey Street, south west along Wisbey Street to Yorla Road, north west along Yorla Road to Clarke Street East, west along Clarke Street East to Clarke Street, west along Clarke Street to Hoylake Avenue, and north west and west along Hoylake Avenue and its extension to the Indian Ocean.

Children from Carey Park Primary School living in the area north of (but not including) the above boundary have the option of attending either Bunbury Senior High School or Newton Moore Senior High School. Children from Carey Park Primary School living in Hoylake Avenue, Clarke Street and Clarke Street East (both sides in all cases) and the boundary parts of Yorla Road, Wisbey Street and Forrest Avenue (both sides in all cases), and south of the boundary shall attend Newton Moore Senior High School.

Children from South Bunbury Primary School living in the area north of (but not including) the above boundary shall attend Bunbury Senior High School.

Children from South Bunbury Primary School living in Hoylake Avenue, Clarke Street, and Clarke Street East (both sides in all cases) and the boundary parts of Yorla Road, Wisbey Street and Forrest Avenue (both sides in all cases), and south of the boundary shall attend Newton Moore Senior High School.

The following constitutes a boundary between Bunbury Senior High School and Harvey Agricultural Senior High School:

From the bridge carrying the Australind Bypass over the Collie River, east and south east along the Collie River to Wellington Dam.

The following constitutes a boundary between Australind and Bunbury Senior High Schools:

From the bridge carrying the Australind Bypass over the Collie River, south and south west along the Australind Bypass to the railway crossing, west and north west along the railway line to the railway bridge crossing the Preston River.

Busselton Senior High
Busselton
Dunsborough
Vasse
West Busselton

Cannington Senior High
Beckenham
Cannington
Gibbs Street
Queens Park
Wilson

Children from Wilson Primary School living in Leach Highway (south-east side) and south-east thereof shall attend Cannington Senior High School. Children from Wilson Primary School living in Leach Highway (north-west side) and north-west thereof shall attend Como Senior High School.

Carine Senior High
Carine
Davallia
Marmion
North Beach
Poynter

Cecil Andrews Senior High
Challis
Neerigen Brook
Willandra

The following constitutes an optional area between Cecil Andrews and Kelmscott Senior High Schools:

From the intersection of Lake Road and Champion Drive, south west along Lake Road to Bay Court, north west along Bay Court and its extension to the Southern River, north along the Southern River to the north westerly extension of Champion Drive, and south east along the extension of Champion Drive to Lake Road. The boundary parts of Lake Road (west side) and Bay Court (both sides) are included within the optional area.

The following constitutes an optional area between Armadale and Cecil Andrews Senior High Schools:

From the intersection of Lake Road and Ranford Road, north east along Lake Road to Bay Court, north west along Bay Court and its extension to the Southern River, north along the Southern River to the north westerly extension of Champion Drive (which corresponds with the locality boundary), north west along the extension of Champion Drive to the local government authority boundary between the Cities of Armadale and Gosnells, south west along the local government boundary to Ranford Road, and south west along Ranford Road to Lake Road. The boundary parts of Lake Road (west side) and Ranford Road (both sides) are included within the optional area, while Bay Court (both sides) is excluded from the optional area.

Churchlands Senior High

Churchlands
 Doubleview
 Kapinara
 Scarborough
 Wembley Downs
 Woodlands

Children from Churchlands Primary School have the option of attending either Churchlands Senior High School or City Beach Senior High School.

Children from Kapinara Primary School living in the area to the east of Weaponess Road shall attend Churchlands Senior High School. Children from Kapinara Primary School living in Weaponess Road (both sides) and west thereof shall attend City Beach Senior High School.

Children from Wembley Downs Primary School living in the area north of Hale Road or in the area east of Weaponess Road south of Hale Road shall attend Churchlands Senior High School. Children from Wembley Downs Primary School living in Hale Road (both sides) west of Weaponess Road and south thereof and who live in Weaponess Road (both sides) south of Hale Road and west thereof have the option of attending either Churchlands Senior High School or City Beach Senior High School.

City Beach Senior High

Churchlands
 City Beach
 Floreat Park
 Kapinara
 Lake Monger
 Wembley
 Wembley Downs

Children from Churchlands Primary School have the option of attending either City Beach Senior High School or Churchlands Senior High School.

Children from Kapinara Primary School living in Weaponess Road (both sides) and west thereof shall attend City Beach Senior High School. Children from Kapinara Primary School living in the area to the east of Weaponess Road shall attend Churchlands Senior High School.

Children from Wembley Downs Primary School living in Hale Road (both sides) west of Weaponess Road and south thereof and who live in Weaponess Road (both sides) south of Hale Road and west thereof have the option of attending either City Beach Senior High School or Churchlands Senior High School. Children from Wembley Downs Primary School living in the area north of Hale Road or in the area east of Weaponess Road south of Hale Road shall attend Churchlands Senior High School.

Clarkson High

Clarkson
 Kinross
 Merriwa
 Quinns Rocks

The following constitutes a boundary for Clarkson High School:

From the coastline, east along Burns Beach Road to the proposed extension of the Mitchell Freeway, north along the proposed Mitchell Freeway to the boundary between the localities of Alkimos and Eglinton, west along this locality boundary to the coastline, south along the coastline to Burns Beach Road. The boundary part of Burns Beach Road (north side only) is included within the area for Clarkson High School.

The following constitutes a boundary for an optional area between Clarkson High School and Ocean Reef Senior High School:

From the intersection of Burns Beach Road and Marmion Avenue, south along Marmion Avenue to Moore Drive, east along Moore Drive to Connolly Drive, north along Connolly Drive to Burns Beach Road and west along Burns Beach Road to Marmion Avenue. The boundary parts of Marmion Avenue (east side), Moore Drive (north side), Connolly Drive (west side) and Burns Beach Road (south side) are included within this optional area.

The following constitutes a boundary for an optional area between Belridge Senior High School and Clarkson High School:

From the intersection of Moore Drive and Connolly Drive, north along Connolly Drive to Burns Beach Road, east along Burns Beach Road to the proposed extension of the Mitchell Freeway, south along the proposed extension of the Mitchell Freeway to Moore Drive, and west along Moore Drive to Connolly Drive. The boundary parts of Connolly Drive (east side), Burns Beach Road (south side) and Moore Drive (north side) are included within this optional area.

Como Senior High

Collier
 Como
 Koonawarra
 Manning
 Wilson

Children from Wilson Primary School living in Leach Highway (north-west side) and north-west thereof shall attend Como Senior High School. Children from Wilson Primary School living in Leach Highway (south-east side) and south-east thereof shall attend Cannington Senior High School.

Coodanup Senior High
Dudley Park
Greenfields
Riverside

The following constitutes the boundary for the core area of Coodanup Senior High School:

From Channel Island in the Peel Inlet, north along the Mandurah Estuary to the 'old' Mandurah Bridge, east along Pinjarra Road to the intersection with Fremantle Road, north along Fremantle Road to Murdoch Drive, east along Murdoch Drive to Bortolo Drive, north east along Bortolo Drive to the intersection with Exchequer Avenue, east along Exchequer Avenue to Lakes Road, north and east along Lakes Road to the Serpentine River, south along the Serpentine River to Goegrup Lake, south across Goegrup lake to the Serpentine River and south from Goegrup Lake along the Serpentine River to the Peel Inlet. The boundary parts of Pinjarra Road (south side), Fremantle Road (east side), Bortolo Drive (east side) and Exchequer Avenue (south side), Lakes Road (east and south sides), Goegrup Lake (west side) and the Serpentine River (west side) are included within the core area for Coodanup Senior High School.

The following primary schools contribute in full or in part to Coodanup Senior High School: Dudley Park, Greenfields, Riverside. Children living within the area for the core area for Coodanup Senior High School, as designated above, shall attend Coodanup Senior High School.

The following shall constitute an optional area between Coodanup Senior High School and Mandurah Senior High School:

From the intersection of Fremantle Road and Murdoch Drive, east along Murdoch Drive to Bortolo Drive, north along Bortolo Drive to Exchequer Avenue, east along Exchequer Avenue to Lakes Road, north along Lakes Road to Gordon Road, west along Gordon Road to Fremantle Road and south along Fremantle Road to Murdoch Drive. The boundary parts of Murdoch Drive (north side), Bortolo Drive (west side), Exchequer Avenue (north side), Lakes Road (west side), Gordon Road (south side) and Fremantle Road (east side) are included within this optional area.

Craigie Senior High
Camberwarra
Craigie
Lymburner
Mullaloo Beach
Mullaloo Heights
Springfield

Children from Lymburner Primary School living in the following area shall attend Craigie Senior High School:

From the intersection of Whitfords Avenue and Marmion Avenue, south along Marmion Avenue to Cook Avenue, west along Cook Avenue to Wild Road, south along Wild Road to David Crescent, west along David Crescent to Mawson Crescent, south along Mawson Crescent to Flinders Avenue, west along Flinders Avenue to Whitfords Avenue, and north and east along Whitfords Avenue to Marmion Avenue. The boundary parts of Marmion Avenue (west side), Cook Avenue (both sides), and Whitfords Avenue (east and south sides) are included within this area. The boundary parts of Wild Road (both sides), David Crescent (both sides), Mawson Crescent (both sides) and Flinders Avenue (both sides) are excluded from this area.

The following constitutes a boundary for an optional area between Craigie Senior High School and Ocean Reef Senior High School:

From the Indian Ocean south of the east-west alignment of Merrifield Place, due east to Northshore Drive, north along Northshore Drive to Mullaloo Drive, in a general easterly direction along Mullaloo Drive to Kallaroo Place, east along Kallaroo Place to Marmion Avenue, north along Marmion Avenue to Ocean Reef Road, west along Ocean Reef Road to the junction with Oceanside Promenade, and due west to the Indian Ocean. The boundary part of Merrifield Place (both sides), Northshore Drive (west side), Mullaloo Drive (north side), Marmion Avenue (west side), Ocean Reef Road (south side) and the boundary street of Kallaroo Place (north side), are included within the optional area.

Duncraig Senior High
Duncraig
Glengarry
Sorrento

Eastern Hills Senior High
Chidlow
Darlington
Gidgegannup
Glen Forrest
Mount Helena
Mundaring
Parkerville
Sawyers Valley
Wooroloo

Children from Darlington Primary School have the option of attending either Eastern Hills Senior High School, Kalamunda Senior High School or Swan View Senior High School.

Children from Glen Forrest Primary School have the option of attending either Eastern Hills Senior High School, Kalamunda Senior High School or Swan View Senior High School.

Forrestfield Senior High

Dawson Park
Edney
Forrestfield
High Wycombe
Maida Vale
Wattle Grove
Woodlupine

Children from Wattle Grove Primary School have the option of attending either Forrestfield Senior High School or Lesmurdie Senior High School.

The following constitutes an optional area between Forrestfield and Kalamunda Senior High Schools:

From the intersection of the Great Eastern Highway Bypass and the railway line, east along the Great Eastern Highway Bypass to the Roe Highway, north along the Roe Highway to Bushmead Road, east along Bushmead Road to the boundary between the Shires of Mundaring and Swan, south east along the shire boundary to Ridge Hill Road, south and south west along Ridge Hill Road to Watsonia Road, south, south east and south west along Watsonia Road to Kalamunda Road, south east along Kalamunda Road to Nangana Way, south along the north-south alignment of Nangana Way, south along the north-south alignment of Nangana Way to the walk trail, west along the walk trail to West Terrace, north west and north along West Terrace to Simeon Close, west along Simeon Close and its extension to Maud Road, and continuing west along Maud Road to Hawtin Road, north along Hawtin Road to Kent Road, west along Kent Road to Brewer Road, south along Brewer Road to Bruce Road, west along Bruce Road to Sultana Road East, north west along Sultana Road East to Sultana Road West, continuing north west along Sultana Road West to Milner Road, south west along Milner Road to the boundary between the localities of Forrestfield and High Wycombe, west along this locality boundary to the local government boundary between the City of Belmont and the Shire of Kalamunda, north, north west and north east along the Shire of Kalamunda boundary to the railway line and north along the railway line to the Great Eastern Highway Bypass. The boundary parts of the Great Eastern Highway Bypass (south side), Roe Highway (east side), Bushmead Road (south side), Ridge Hill Road (both sides), Watsonia Road (both sides), Kalamunda Road (south side), Nangana Way (both sides), West Terrace (both sides), Simeon Close (both sides), Maud Road (both sides), Kent Road (both sides), Brewer Road (both sides), Bruce Road (both sides), East Sultana Road (both sides), West Sultana Road (both sides) and Milner Road (both sides) are included in the optional area. The boundary parts of the Great Eastern Highway Bypass (north side), Roe Highway (west side), Bushmead Road (north side) and Kalamunda Road (north side) are excluded from this optional area.

Geraldton Secondary College
(Carson Terrace Campus)

Allendale
Beachlands
Geraldton

Geraldton Secondary College
(Highbury Street Campus)

Bluff Point
Mount Tarcoola
Rangeway
Waggrakine

Girrawheen Senior High

Blackmore
Girrawheen
Hainsworth
Koondoola
Marangaroo
Montrose

Gosnells Senior High

Ashburton Drive
Gosnells
Huntingdale
Seaforth
Wirrabirra

The following constitutes the boundary for an optional area between Gosnells and Kelmscott Senior High Schools:

From the junction of Mills Road East and Tonkin Highway, south west along Tonkin Highway to the bridge over the Canning River, south along the Canning River to the local government boundary between the City of Armadale and the City of Gosnells, east, south and east along the local government boundary to the western boundary of the Cohunu Wildlife Sanctuary site, north along the western boundary of the Sanctuary site and continuing north to a point east of the junction of Mills Road East and Pages Way, west from this point to the junction of Mills Road East and Pages Way and in a generally westerly direction along Mills Road East to the junction with Tonkin Highway. The boundary parts of Tonkin Highway (south east side), Canning River (east side), Pages Way (both sides) and Mills Road East (both sides) are included within this optional area.

Governor Stirling Senior High

Bassendean
 Guildford
 Herne Hill
 Middle Swan
 Midland
 Midvale
 Upper Swan
 West Midland

The following constitutes a boundary for Governor Stirling Senior High School:

From the bridge carrying Toodyay Road over Jane Brook, south-west along Toodyay Road to the Roe Highway, south along the Roe Highway to Great Eastern Highway, west along Great Eastern Highway to Lloyd Street, south along Lloyd Street to Clayton Street, south along Clayton Street to Military Road, south along Military Road to Bushmead Road, east along Bushmead Road to the Roe Highway, south along the Roe Highway to the Great Eastern Highway Bypass, west along the Great Eastern Highway Bypass to Great Eastern Highway, south-west along Great Eastern Highway to Ivy Street, north-west along Ivy Street to the Swan River, south and west along the Swan River to the extension of Iveson Place, north along Iveson Place to Reid Street, west along Reid Street to Elder Parade, north along Elder Parade to Chapman Street, west and north-west along Chapman Street to the railway line, north-east along the railway line to the Swan River, and generally north along the Swan River to the confluence with Ellenbrook.

The boundary parts of Toodyay Road (north side), Roe Highway (west side), Great Eastern Highway (north side), Lloyd Street (both sides), Bushmead Road (south side), Roe Highway (west side), Great Eastern Highway Bypass (north side), Elder Parade (east side) and Chapman Street (north side) are included within the area for Governor Stirling Senior High School.

The boundary parts of Toodyay Road (south side), Roe Highway (east side), Great Eastern Highway (south side), Military Road (both sides), Bushmead Road (north side), Roe Highway (east side), Great Eastern Highway Bypass (south side), Ivy Street (both sides), Iveson Place (both sides), Reid Street (both sides), Elder Parade (west side) and Chapman Street (south side) are excluded from the area for Governor Stirling Senior High School.

Children from Middle Swan Primary School living in the area west of the Roe Freeway shall attend Governor Stirling Senior High School.

The following constitutes the boundary for an optional area between Governor Stirling Senior High School and Swan View Senior High School:

From the intersection of Great Eastern Highway and Roe Highway, west along Great Eastern Highway to Bushby Street, north along Bushby Street and its extension northwards along the locality boundary to Eddie Barron Drive, east along the locality boundary between Middle Swan and Midvale to the Roe Highway, south along the Roe Highway to Great Eastern Highway. The boundary parts of Great Eastern Highway (both sides), Bushby Street (both sides) and Roe Highway (west side) are included within this optional area.

Greenwood Senior High

Dalmain
 Goollelal
 Greenwood
 West Greenwood

Hamilton Senior High

Coogee
 Coolbellup
 East Hamilton Hill
 Kardinya
 Koorilla
 Newton
 North Lake
 Phoenix
 Samson
 South Coogee
 Southwell
 Spearwood
 Spearwood Alternative
 Wattleup
 Winterfold

The following constitutes a boundary for Hamilton Senior High School:

From the intersection of the coastline and the westward extension of Island Street, east along Island Street to Hampton Road, south along Hampton Road to Rockingham Road, south east along Rockingham Road to Carrington Street, north along Carrington Street to Winterfold Road, east along Winterfold Road and continuing along Torquil Road to North Lake Road, south along North Lake Road to the proposed Roe Highway, north east along the proposed Roe Highway to Progress Drive, south along Progress Drive to the eastward extension of Phoenix Road, west along the extension of Phoenix Road and Phoenix Road to Sudlow Road, south along Sudlow Road to Spearwood Avenue, north west along Spearwood Avenue to Wellard Street, south along Wellard Street to Barrington Street, west along Barrington Street to the railway line, and south along the railway line to the eastward extension of Fanstone Avenue. The boundary parts of Hampton Road (west side), Rockingham Road (south side), Carrington Street (east side), Winterfold Road (south side), Torquil Road (south side), North Lake Road (west side) and Progress Drive (both sides), are included within the area for Hamilton Senior High School. The boundary parts of Island Street and its extension are excluded from the area for Hamilton Senior High School.

Children from Winterfold Primary School living in Healy Road (both sides) and north thereof shall attend South Fremantle Senior High School. Children from Winterfold Primary School living in the area south of Healy Road have the option of attending either South Fremantle Senior High School or Hamilton Senior High School.

The following constitutes an optional area between Hamilton and South Fremantle Senior High Schools:

From the intersection of Stock Road and Winterfold Road, east along Winterfold Road and continuing into Torquil Road to North Lake Road, north along North Lake Road to South Street, west along South Street to Stock Road and south along Stock Road to Winterfold Road. The boundary parts of Winterfold Road (north side), Torquil Road (north side), North Lake Road (west side), South Street (south side) and Stock Road (east side) are included within this optional area.

The following constitutes an optional area between Hamilton and Melville Senior High Schools:

From the intersection of Farrington Road and North Lake Road, east along Farrington Road to Progress Drive, south along Progress Drive to the proposed Roe Highway, west along the proposed Roe Highway to North Lake Road, and north along North Lake Road to Farrington Road. The boundary parts of Farrington Road (south side), Progress Drive (both sides) and North Lake Road (east side) are included within this optional area.

Hampton Senior High

Anzac Terrace
Eden Hill
Ellenbrook
Embleton
Hampton Park
Morley
Noranda
Weld Square

Children from Eden Hill Primary School living in Walter Road (south side) and south thereof and in May Road and Iolanthe Street north of Walter Road (west side in each case) and west thereof shall attend Hampton Senior High School. Children from Eden Hill Primary School living in Walter Road (north side), east of Iolanthe Street, and north thereof and in May Road and Iolanthe Street north of Walter Road (east side in each case) and east thereof shall attend Lockridge Senior High School.

Children from Embleton Primary School living in Collier Road (both sides) and east and north thereof shall attend Hampton Senior High School. Children from Embleton Primary School living in the area west and south of Collier Road shall attend John Forrest Senior High School.

Children from Morley Primary School living in Old Collier Road (both sides) and that part of Collier Road (both sides) with a south easterly orientation, and east thereof south of Walter Road, shall attend Hampton Senior High School. Children from Morley Primary School living in the area west of Old Collier Road and that part of Collier Road with a south easterly orientation, south of Walter Road, shall attend John Forrest Senior High School. Children from Morley Primary School living in Walter Road (both sides) and north and west thereof shall attend Morley Senior High School.

Children from Noranda Primary School living in Crimea Street (east side) and east thereof shall attend Hampton Senior High School. Children from Noranda Primary School living in Crimea Street (west side) and west thereof shall attend Morley Senior High School.

The following shall constitute an optional area between Hampton Senior High School and Lockridge Senior High School:

From the junction of Benara Road and Beechboro Road, east along Benara Road to Milligan Avenue, south along Milligan Avenue to Bottlebrush Drive, south along Bottlebrush Drive to Telstar Drive, west along Telstar Drive to Beechboro Road, and north along Beechboro Road to Benara Road. The boundary parts of Benara Road (south side), Milligan Avenue (both sides), Bottlebrush Drive (west side), Telstar Drive (north side) and Beechboro Road (east side) are included within this optional area.

The following constitutes an optional area between Hampton Senior High School and Lockridge Senior High School:

From the confluence of the Swan River and Ellen Brook, in a general northerly direction along Ellen Brook to the locality boundary of Belhus and Ellenbrook, in a general north westerly direction along this boundary to its westernmost point, in a north westerly direction from this point to the proposed Perth to Darwin Highway, south along the Perth to Darwin Highway to a point nearest the intersection of Lord Street and Youle-Dean Road, east from this point to the intersection of Lord Street and Youle-Dean Road, and continuing east along Youle-Dean Road, and north east along the unmade portion of Youle-Dean Road to the intersection with Woollcott Avenue, south east along Woollcott Avenue to West Swan

Road, north along West Swan Road to Douglas Road, east and south east along Douglas Road to the Swan River and north along the Swan River to the confluence with Ellen Brook.

The boundary parts of Douglas Road (both sides) are included within the optional area. The boundary parts of Youle-Dean Road (both sides), Woollcott Avenue (both sides) and West Swan Road (both sides) are excluded from the optional area.

Harvey Agricultural Senior High

Brunswick Junction
Harvey
Roelands
Yarloop

The following constitutes the southern boundary for Harvey Agricultural Senior High School:

From the intersection of the westerly extension of Pead Road with the coastline, east along the aforesaid extension of Pead Road, Pead Road and the easterly extension of Pead Road to the electricity transmission line, south along the electricity transmission line to a point due west from the confluence of the Mornington River and Wellesley River, east to the aforesaid confluence, east along the Mornington River to the intersection with Campbell Road, east to the intersection of Sandalwood Road with the South Western Highway and east along Sandalwood Road for a distance of three kilometres. The boundary parts of Sandalwood Road (both sides) are included within the catchment area of Harvey Agricultural Senior High School.

The following constitutes the boundary for an optional area between Australind Senior High School and Harvey Agricultural Senior High School:

From the Wellington Dam north west and west along the Collie River to the Australind Bypass, north along the Australind Bypass to the Brunswick River, east and north east along the Brunswick River to the confluence with the Wellesley River, north along the Wellesley River to the confluence with the Mornington River, east along the Mornington River to the intersection with Campbell Road, east to the intersection of Sandalwood Road with the South Western Highway and east along Sandalwood Road for a distance of three kilometres. The boundary parts of Sandalwood Road (both sides) are excluded from this optional area.

Hollywood Senior High

Claremont
Dalkeith
East Claremont
Hollywood
Jolimont
Nedlands
Rosalie

John Curtin Senior High

Bicton
East Fremantle
North Fremantle
Palmyra
Richmond

Children from Palmyra Primary School living in the area east of Stock Road have the option of attending either John Curtin Senior High School or Melville Senior High School. Children from Palmyra Primary School living in Stock Road (both sides) and west thereof shall attend John Curtin Senior High School.

John Forrest Senior High

Ashfield
Bayswater
East Maylands
Embleton
Hillcrest
Inglewood
Morley
West Morley

The following constitutes the boundary for John Forrest Senior High School:

From the intersection of Morley Drive and Alexander Drive, east along Morley Drive to Light Street, south-east along Light Street to Walter Road West, north-east and east along Walter Road West to Old Collier Road, south east along Old Collier Road and continuing south east into Collier Road, south east along Collier Road to the railway line, south-west along the railway line to Chapman Street, south-east along Chapman Street to Elder Parade, south along Elder Parade to Reid Street, east along Reid Street to Iveson Place, south along Iveson Place and its extension to the Swan River, south-west and west along the Swan River foreshore to the extension of Fogerthorpe Crescent, north along Fogerthorpe Crescent to Peninsula Road, west along Peninsula Road to Joseph Street, north along Joseph Street to Mephan Street, north-east along Mephan Street to Caledonian Avenue, north-west along Caledonian Avenue to the railway line, north-east along the railway line to Kennedy Street, north-west along Kennedy Street, Eleventh Avenue, Dundas Road and Homer Street to Alexander Drive, and north along Alexander Drive to Morley Drive. The boundary parts of Morley Drive (south side), Chapman Street (south side), Elder Parade (west side), Reid Street (both sides), Iveson Place (both sides), Fogerthorpe Crescent (both sides), Peninsula Road (both sides), Joseph Street (east side), Mephan Street (east side), Caledonian Avenue (north-east side), Homer Street

(north-east side) and Alexander Drive (east side) are included within the area for John Forrest Senior High School.

The boundary parts of Light Street (both sides), Walter Road West (both sides), Collier Road (both sides), Chapman Street (north side), Elder Parade (east side), Joseph Street (west side), Mephan Street (west side), Caledonian Avenue (south-west side), Homer Street (south-west side) and Alexander Drive (west side) are excluded from the area for John Forrest Senior High School.

The following primary schools also contribute to other senior high schools:

Embleton, Inglewood, Morley and West Morley.

Kalamunda Senior High

Darlington
Edney
Falls Road
Glen Forrest
Gooseberry Hill
High Wycombe
Kalamunda
Maida Vale
Walliston

Children from Falls Road Primary School living in the area north of Falls Road and the portion of Lesmurdie Road north of Falls Road shall attend Kalamunda Senior High School. Children from Falls Road Primary School living in the area south of Falls Road and south of the portion of Lesmurdie Road north of Falls Road shall attend Lesmurdie Senior High School. Children living in Falls Road and the boundary part of Lesmurdie Road have the option of attending either Kalamunda Senior High School or Lesmurdie Senior High School.

Children from Walliston Primary School living in the area north of Lesmurdie Road, Jackson Road, and a line connecting the junction of Jackson Road and Stanhope Road with the junction of Mundaring Weir Road and Aldersyde Road shall attend Kalamunda Senior High School. Children from Walliston Primary School living in the area south of Lesmurdie Road, Jackson Road, and a line connecting the junction of Jackson Road and Stanhope Road with the junction of Mundaring Weir Road and Aldersyde Road shall attend Lesmurdie Senior High School. Children living in the boundary part of Lesmurdie Road and in Jackson Road have the option of attending either Kalamunda Senior High School or Lesmurdie Senior High School.

The following constitutes an optional area between Forrestfield and Kalamunda Senior High Schools:

From the intersection of the Great Eastern Highway Bypass and the railway line, east along the Great Eastern Highway Bypass to the Roe Highway, north along the Roe Highway to Bushmead Road, east along Bushmead Road to the boundary between the Shires of Mundaring and Swan, south east along the shire boundary to Ridge Hill Road, south and south west along Ridge Hill Road to Watsonia Road, south, south east and south west along Watsonia Road to Kalamunda Road, south east along Kalamunda Road to Nangana Way, south along the north-south alignment of Nangana Way, south along the north-south alignment of Nangana Way to the walk trail, west along the walk trail to West Terrace, north west and north along West Terrace to Simeon Close, west along Simeon Close and its extension to Maud Road, and continuing west along Maud Road to Hawtin Road, north along Hawtin Road to Kent Road, west along Kent Road to Brewer Road, south along Brewer Road to Bruce Road, west along Bruce Road to Sultana Road East, north west along Sultana Road East to Sultana Road West, continuing north west along Sultana Road West to Milner Road, south west along Milner Road to the boundary between the localities of Forrestfield and High Wycombe, west along this locality boundary to the local government boundary between the City of Belmont and the Shire of Kalamunda, north, north west and north east along the Shire of Kalamunda boundary to the railway line and north along the railway line to the Great Eastern Highway Bypass. The boundary parts of the Great Eastern Highway Bypass (south side), Roe Highway (east side), Bushmead Road (south side), Ridge Hill Road (both sides), Watsonia Road (both sides), Kalamunda Road (south side), Nangana Way (both sides), West Terrace (both sides), Simeon Close (both sides), Maud Road (both sides), Kent Road (both sides), Brewer Road (both sides), Bruce Road (both sides), East Sultana Road (both sides), West Sultana Road (both sides) and Milner Road (both sides) are included in the optional area. The boundary parts of the Great Eastern Highway Bypass (north side), Roe Highway (west side), Bushmead Road (north side) and Kalamunda Road (north side) are excluded from this optional area.

Children from Darlington Primary School have the option of attending either Eastern Hills Senior High School, Kalamunda Senior High School or Swan View Senior High School.

Children from Glen Forrest Primary School have the option of attending either Eastern Hills Senior High School, Kalamunda Senior High School or Swan View Senior High School.

Kelmscott Senior High
Clifton Hills
Grovelands
Kelmscott
Kingsley
Westfield Park

The boundary between Kelmscott Senior High School and Roleystone District High School is the north-south boundary between the localities of Kelmscott and Roleystone, with children living to the east of this boundary being directed to Roleystone District High School and those living to the west of this boundary being directed to Kelmscott Senior High School, except that children living in the area bounded on the north by Chevin Road, on the west by Canning Mills Road, on the south by a line drawn due east from Canning Mills Road at a point due west of the southern extremity of Coventry Road to the locality boundary between Kelmscott and Roleystone, and on the east by the afore-mentioned locality boundary, have the option of attending either Kelmscott Senior High School or Roleystone District High School, with the boundary parts of Chevin Road and Canning Mills Road (both sides in each case) being included in the optional area.

The following constitutes an optional area between Cecil Andrews and Kelmscott Senior High Schools:

From the intersection of Lake Road and Champion Drive, south west along Lake Road to Bay Court, north west along Bay Court and its extension to the Southern River, north along the Southern River to the north westerly extension of Champion Drive, and south east along the extension of Champion Drive to Lake Road. The boundary parts of Lake Road (west side) and Bay Court (both sides) are included within the optional area.

The following constitutes a boundary between Armadale and Kelmscott Senior High Schools:

From the railway line, east along Galliers Avenue to Albany Highway, north along Albany Highway to the locality boundary between Armadale and Kelmscott, east and south-east along the locality boundary to the portion of Salter Road with an easterly orientation, and east along Salter Road and its easterly extension for one kilometre beyond the intersection of Salter Road and Paterson Road. The boundary parts of Galliers Avenue (both sides) and Salter Road (both sides) are included within the catchment area of Kelmscott Senior High School.

The following constitutes the boundary for an optional area between Gosnells and Kelmscott Senior High Schools:

From the junction of Mills Road East and Tonkin Highway, south west along Tonkin Highway to the bridge over the Canning River, south along the Canning River to the local government boundary between the City of Armadale and the City of Gosnells, east, south and east along the local government boundary to the western boundary of the Cohunu Wildlife Sanctuary site, north along the western boundary of the Sanctuary site and continuing north to a point east of the junction of Mills Road East and Pages Way, west from this point to the junction of Mills Road East and Pages Way and in a generally westerly direction along Mills Road East to the junction with Tonkin Highway. The boundary parts of Tonkin Highway (south east side), Canning River (east side), Pages Way (both sides) and Mills Road East (both sides) are included within this optional area.

Kent Street Senior High
Bentley
East Victoria Park
Kensington
Millen
South Perth
Victoria Park

Kewdale Senior High
Carlisle
Kewdale
Lathlain
Tranby
Whiteside

The following constitutes a northern boundary for Kewdale Senior High School:

From the junction of Acton Avenue and Great Eastern Highway, south-east along Acton Avenue to Wright Street, north-east along Wright Street to Belmont Avenue, south-east along the extension of Belmont Avenue through the Belmont shopping centre to Fulham Street, north-east along Fulham Street to Abernethy Road, south-east along Abernethy Road to Keane Street, north-east along Keane Street to Whiteside Street, and south-east along Whiteside Street and its extension to the Tonkin Highway. The boundary parts of Acton Avenue (both sides), Wright Street (both sides) and Fulham Street (both sides) are included within the area for Kewdale Senior High School. The boundary parts of Abernethy Road (both sides), Keane Street (both sides), and Whiteside Street (both sides) are excluded from the area for Kewdale Senior High School.

The following constitutes an optional area between Belmont and Kewdale Senior High Schools:

From the junction of Belmont Avenue and Great Eastern Highway, south-east along Belmont Avenue to Wright Street, south-west along Wright Street to Acton Avenue, north-west along Acton Avenue and its extension to the Swan River, north-east along the Swan River to the extension of Belmont Avenue to the Swan River, and south-east along this extension to the junction of Belmont Avenue and Great Eastern Highway. The boundary part of Belmont Avenue (south side) is included within this optional area. The boundary parts of Wright Street (both sides) and Acton Avenue (both sides) are excluded from this optional area.

Kwinana Senior High

Baldivis
Calista
Hope Valley
Leda
Medina
North Parmelia
Orelia

Lakeland Senior High

Bibra Lake
Jandakot
South Lake
Yangebup

The following constitutes a boundary for Lakeland Senior High School:

From the intersection of the railway line and the eastward extension of Fanstone Avenue, north along the railway line to Barrington Street, east along Barrington Street to Wellard Street, north along Wellard Street to Spearwood Avenue, south east along Spearwood Avenue to Sudlow Road, north along Sudlow Road to Phoenix Road, east along Phoenix Road and the extension of Phoenix Road to Progress Drive, north along Progress Drive to the proposed Roe Highway, east along the proposed Roe Highway to the western extension of Leeming Road, east to and along Leeming Road to Johnston Road, south along Johnston Road to Acourt Road, south and east along Acourt Road to Warton Road, south west along Warton Road to Forrest Road, west along Forrest Road to a point due north of the western arm of Murdoch Way, due south from this point to Rowley Road. The boundary parts of Phoenix Road (south side), Roe Highway (south side) and Leeming Road (south side) are included within the area for Lakeland Senior High School. The boundary parts of Phoenix Road (north side), Progress Drive (both sides), Johnston Road (both sides), Acourt Road (both sides), Warton Road (both sides), Forrest Road (both sides) and Murdoch Way (both sides) are excluded from the area for Lakeland Senior High School.

Leeming Senior High

Banksia Park
Bateman
Bull Creek
Leeming
Oberthur
West Leeming

Children from Bateman Primary School living in the following area shall attend Leeming Senior High School:

From the junction of Marsengo Road and Murdoch Drive, east along Marsengo Road to the eastern part of Broadhurst Crescent, south along Broadhurst Crescent to Scandrett Way, east along Scandrett Way and its eastward extension to the Kwinana Freeway, south along the Kwinana Freeway to South Street, west along South Street to Murdoch Drive, and north along Murdoch Drive to Marsengo Road. The boundary parts of Murdoch Drive (east side), Marsengo Road (south side), Broadhurst Crescent (west side), Scandrett Way (south side), the Kwinana Freeway (west side) and South Street (north side) are included within this area.

The following constitutes an optional area between Leeming Senior High School and Rossmoyne Senior High School:

From the junction of Marsengo Road and Murdoch Drive, east along Marsengo Road to the eastern part of Broadhurst Crescent, south along Broadhurst Crescent to Scandrett Way, east along Scandrett Way and its eastward extension to the Kwinana Freeway, north along the Kwinana Freeway to Parry Avenue, north-west and west along Parry Avenue to Murdoch Drive, and south along Murdoch Drive to Marsengo Road.

The boundary parts of Murdoch Drive (east side), Marsengo Road (north side), Broadhurst Crescent (east side), Scandrett Way (north side), Kwinana Freeway (west side) and Parry Avenue (south side) are included within this optional area.

Children from Bull Creek Primary School living in the following area shall attend Leeming Senior High School:

From the junction of South Street and the Kwinana Freeway, north along the Kwinana Freeway to a point opposite the western extension of Windich Road, in an easterly direction to and along Windich Road and its eastward extension to Benningfield Road, south along

Benningfield Road to Henry Bull Drive, east and south-east along Henry Bull Drive to James Street, east along James Street to Hardy Street, south-east along Hardy Street to Darley Circle, south along Darley Circle to More Crescent, northeast along More Crescent to Back Close, east along Back Close and the walkway linking Back Close and Darley Circle, south along Darley Circle to Vagg Street, east along Vagg Street to Wheatley Drive, south along Wheatley Drive to South Street and west along South Street to the Kwinana Freeway. The boundary parts of Windich Road, Benningfield Road, Henry Bull Drive, James Street, Hardy Street, Darley Circle, More Crescent, Back Close and Vagg Street (both sides in all cases), South Street (north side) and the Kwinana Freeway (east side) are included in the above-mentioned area. The boundary parts of Wheatley Drive (both sides) are excluded from the above-mentioned area.

The following constitutes an optional area between Leeming Senior High School and Willetton Senior High School:

From the intersection of Parry Avenue and the Kwinana Freeway, south along the Kwinana Freeway to a point opposite the western extension of Windich Road, in an easterly direction to and along Windich Road and its eastward extension to Benningfield Road, south along Benningfield Road to Henry Bull Drive, east then southeast along Henry Bull Drive to James Street, east along James Street to Hardy Street, south east along Hardy Street to Darley Circle, south east along Darley Circle to More Crescent, north east along More Crescent to Back Close, east along Back Close and the walkway linking Back Close and Darley Circle, south along Darley Circle to Vagg Street, east along Vagg Street to Wheatley Drive, north along Wheatley Drive to Parry Avenue and west along Parry Avenue to the Kwinana Freeway. The boundary parts of Parry Avenue (south side), Wheatley Drive (both sides) and the Kwinana Freeway (east side) are included within this optional area. The boundary parts (both sides) of all other streets are excluded from this optional area.

The following constitutes an optional area between Leeming Senior High School and Willetton Senior High School:

From the junction of South Street and Wheatley Drive, north along Wheatley Drive to the southern arm of Oberthur Crescent, east between Oberthur Crescent and Weeks Way to the walkway linking Weeks Way and Anstie Way, east along this walkway to Anstie Way, north then east along the northern part of Anstie Way to Hetherington Drive, north-east along Hetherington Drive to Owgan Place, south-east along Owgan Place to Karel Avenue, south along Karel Avenue to South Street and west along South Street to Wheatley Drive. The boundary parts of Wheatley Drive, Anstie Way, Owgan Place (both sides in all cases), Karel Avenue (west side) and South Street (north side) are included within this optional area, whilst the boundary parts of Hetherington Drive (both sides) are excluded from this area.

Lesmurdie Senior High

Falls Road
Lesmurdie
Pickering Brook
Walliston
Wattle Grove

Children from Falls Road Primary School living in the area south of Falls Road and south of the portion of Lesmurdie Road north of Falls Road shall attend Lesmurdie Senior High School. Children from Falls Road Primary School living in the area north of Falls Road and the portion of Lesmurdie Road north of Falls Road shall attend Kalamunda Senior High School. Children living in Falls Road and the boundary part of Lesmurdie Road have the option of attending either Lesmurdie Senior High School or Kalamunda Senior High School.

Children from Walliston Primary School living in the area south of Lesmurdie Road, Jackson Road, and a line connecting the junction of Jackson Road and Stanhope Road with the junction of Mundaring Weir Road and Aldersyde Road shall attend Lesmurdie Senior High School. Children from Walliston Primary School living in the area north of Lesmurdie Road, Jackson Road, and a line connecting the junction of Jackson Road and Stanhope Road with the junction of Mundaring Weir Road and Aldersyde Road shall attend Kalamunda Senior High School. Children living in the boundary part of Lesmurdie Road and in Jackson Road have the option of attending either Lesmurdie Senior High School or Kalamunda Senior High School.

Children from Wattle Grove Primary School have the option of attending either Lesmurdie Senior High School or Forrestfield Senior High School.

Lockridge Senior High

Beechboro
Caversham
East Beechboro
Eden Hill
Ellenbrook
Lockridge
West Beechboro

Children from Eden Hill Primary School living in Walter Road (north side) east of Iolanthe Street and north thereof and in May Road and Iolanthe Street north of Walter Road (east side in each case) and east thereof shall attend Lockridge Senior High School. Children from Eden Hill Primary School living in Walter Road (south side) and south thereof and in May Road and Iolanthe Street north of Walter Road (west side in each case) and west thereof shall attend Hampton Senior High School.

The following shall constitute an optional area between Hampton Senior High School and Lockridge Senior High School:

From the junction of Benara Road and Beechboro Road, east along Benara Road to Milligan Avenue, south along Milligan Avenue to Bottlebrush Drive, south along Bottlebrush Drive to Telstar Drive, west along Telstar Drive to Beechboro Road, and north along Beechboro Road to Benara Road. The boundary parts of Benara Road (south side), Milligan Avenue (both sides), Bottlebrush Drive (west side), Telstar Drive (north side) and Beechboro Road (east side) are included within this optional area.

The following constitutes an optional area between Hampton Senior High School and Lockridge Senior High School:

From the confluence of the Swan River and Ellen Brook, in a general northerly direction along Ellen Brook to the locality boundary of Belhus and Ellenbrook, in a general north westerly direction along this boundary to its westernmost point, in a north westerly direction from this point to the proposed Perth to Darwin Highway, south along the Perth to Darwin Highway to a point nearest the intersection of Lord Street and Youle-Dean Road, east from this point to the intersection of Lord Street and Youle-Dean Road, and continuing east along Youle-Dean Road, and north east along the unmade portion of Youle-Dean Road to the intersection with Woollcott Avenue, south east along Woollcott Avenue to West Swan Road, north along West Swan Road to Douglas Road, east and south east along Douglas Road to the Swan River and north along the Swan River to the confluence with Ellen Brook.

The boundary parts of Douglas Road (both sides) are included within the optional area. The boundary parts of Youle-Dean Road (both sides), Woollcott Avenue (both sides) and West Swan Road (both sides) are excluded from the optional area.

Lynwood Senior High

Brookman
Ferndale
Kinlock
Langford
Lynwood
Parkwood

Maddington Senior High

Bramfield Park
East Kenwick
East Maddington
Maddington
Orange Grove

Children from East Kenwick Primary School living in Albany Highway (east side) and east thereof shall attend Maddington Senior High School. Children from East Kenwick Primary School living in Albany Highway (west side) and west thereof shall attend Thornlie Senior High School.

Mandurah Senior High

Falcon
Glencoe
Greenfields
Halls Head
Mandurah
North Mandurah
Riverside
Singleton

The following constitutes a boundary for the core area of Mandurah Senior High School:

From Channel Island in the Peel Inlet, north along the Mandurah Estuary to the 'old' Mandurah Bridge, east along Pinjarra Road to the intersection with Fremantle Road, north along Fremantle Road to Gordon Road, east along Gordon Road to Lakes Road, north and east along Lakes Road to the Serpentine River, north along the Serpentine River to the boundary between the Shires of Murray and Rockingham, west along the Murray-Rockingham and Mandurah-Rockingham Shire boundaries to Mandurah Road, north along Mandurah Road to the locality boundary between Golden Bay and Secret Harbour, west along the Golden Bay-Secret Harbour locality boundary to the coast. The boundary parts of Pinjarra Road (north side), Fremantle Road (west side), Gordon Road (north side), Lakes Road (north side), the Murray-Rockingham and Mandurah-Rockingham Shire boundaries (south side), Mandurah Road (west side) and the Golden Bay-Secret Harbour locality boundary (south side) are included within the core area for Mandurah Senior High School.

The following constitutes an optional area between Coodanup Senior High School and Mandurah Senior High School:

From the intersection of Fremantle Road and Murdoch Drive east along Murdoch Drive to Bortolo Drive, north along Bortolo Drive to Exchequer Avenue, east along Exchequer Avenue to Lakes Road, north along Lakes Road to Gordon Road, west along Gordon Road to Fremantle Road and south along Fremantle Road to Murdoch Drive. The boundary parts of Murdoch Drive (north side), Bortolo Drive (west side), Exchequer Avenue (north side), Lakes Road (west side), Gordon Road (south side) and Fremantle Road (east side) are included within this optional area.

The following primary schools contribute in full to Mandurah Senior High School: Falcon, Glencoe, Mandurah, North Mandurah. Children living within the core area of Mandurah Senior High School, as designated above, are expected to attend Mandurah Senior High School. Children from outside the core or optional areas of Mandurah Senior High School are excluded from attendance at that school.

Children of secondary school age resident within the locality of Secret Harbour have the option of attending either Mandurah Senior High School or Warnbro Community High School.

Margaret River Senior High

Augusta
Cowaramup
Karridale
Margaret River

Melville Senior High

Attadale
Booragoon
Carawatha
Kardinya
Melville
Palmyra
Willagee
Winthrop

The following constitutes a boundary for Melville Senior High School:

From the intersection of Canning Highway and Chesson Street, west along Canning Highway to North Lake Road, south along North Lake Road to Leach Highway, east along Leach Highway to Winthrop Drive, south along Winthrop Drive to Somerville Boulevard, east along Somerville Boulevard to Prescott Drive, south along Prescott Drive to South Street, west along South Street to Windelya Road, south along Windelya Road to Farrington Road, west along Farrington Road to North Lake Road, north along North Lake Road to South Street, west along South Street to Stock Road, north along Stock Road to the Swan River foreshore, and east and south east along the foreshore to a point intersected by the northern extension of Chesson Street.

The boundary parts of Canning Highway (north side), North Lake Road (west side between Canning and Leach Highways), Leach Highway (south side), Winthrop Drive (west side), Somerville Boulevard (south side), South Street (north side), Windelya Road (both sides), Farrington Road (north side), North Lake Road (east side between Farrington Road and South Street), South Street (north side) and Stock Road (east side) are included within the area for Melville Senior High School. Prescott Drive (both sides) is excluded from this area.

Children from Booragoon Primary School have the option of attending either Applecross Senior High School or Melville Senior High School.

Children from Palmyra Primary School living in the area east of Stock Road have the option of attending either Melville Senior High School or John Curtin Senior High School. Children from Palmyra Primary School living in Stock Road (both sides) and west thereof shall attend John Curtin Senior High School.

Children of secondary school age living in the area bounded by Leach Highway, Winthrop Drive, Somerville Boulevard and Murdoch Drive have the option of attending either Applecross or Melville Senior High School.

Children of secondary school age living in the locality of Murdoch and north of South Street have the option of attending either Applecross or Melville Senior High School.

The following constitutes an optional area between Hamilton and Melville Senior High Schools:

From the intersection of Farrington Road and North Lake Road, east along Farrington Road to Progress Drive, south along Progress Drive to the proposed Roe Highway, west along the proposed Roe Highway to North Lake Road, and north along North Lake Road to Farrington Road. The boundary parts of Farrington Road (south side), Progress Drive (both sides) and North Lake Road (east side) are included within this optional area.

Mirrabooka Senior High

Mirrabooka
 Mount Hawthorn
 Nollamara
 Osborne
 Sutherland
 Tuart Hill
 Westminster
 Yokine

Children from Mount Hawthorn Primary School living in Green Street (both sides) and north thereof have the option of attending either Mirrabooka Senior High School or Perth Modern Senior High School. Children from Mount Hawthorn Primary School living in the area south of Green Street shall attend Perth Modern Senior High School.

Children from Osborne Primary School living in the area east of Main Street have the option of attending either Mirrabooka Senior High School or Balcatta Senior High School. Children from Osborne Primary School living in Main Street (both sides) and west thereof shall attend Balcatta Senior High School.

Children from Tuart Hill Primary School living in Green Street (both sides) and north thereof shall attend Mirrabooka Senior High School.

Children from Yokine Primary School living in Blythe Avenue and Woodrow Avenue (north side in each case) and north thereof shall attend Mirrabooka Senior High School. Children from Yokine Primary School living in Blythe Avenue and Woodrow Avenue (south side in each case) and south thereof shall attend Mount Lawley Senior High School.

Morley Senior High

Camboon
 Dianella Heights
 Morley
 Noranda
 North Morley
 West Morley

The following constitutes a boundary for Morley Senior High School:

From the intersection of Alexander Drive and Reid Highway, west along Reid Highway to Northwood Drive, south along Northwood Drive to Yirrigan Drive, south east along Yirrigan Drive to Dianella Drive, south along Dianella Drive to Morley Drive, east along Morley Drive to Light Street, south east along Light Street to Walter Road West, north east and east along Walter Road West to Charnwood Street, north along Charnwood Street and its extension to Morley Drive, east along Morley Drive to Crimea Street, north along Crimea Street and its extension to the Reid Highway, east along the Reid Highway to the Tonkin Highway, north along the proposed extension of the Tonkin Highway to Marshall Road, west along Marshall Road to Beach Road, north west along Beach Road to Alexander Drive and south along Alexander Drive to the Reid Highway. The boundary parts of Reid Highway (west section) (south side), Northwood Drive (east side), Yirrigan Drive (north side), Dianella Drive (east side), Morley Drive (north side), Light Street (both sides), Walter Road West (both sides), Charnwood Street (both sides), Morley Drive (both sides), Crimea Street (west side), Reid Highway (east section) (north side), Tonkin Highway (west side), Marshall Road (south side), Beach Road (south side) and Alexander Drive (east side) are included within the catchment area of Morley Senior High School.

Mount Lawley Senior High

The following constitutes the boundary for the Mount Lawley Senior High School:

From the junction of Wanneroo Road and Wiluna Street, north-east along Wiluna Street to Flinders Street, north along Flinders Street to Blythe Avenue, east along Blythe Avenue and Woodrow Avenue to Cresswell Road, south-east along Cresswell Road, Homer Street, Dundas Road, Eleventh Avenue and Kennedy Street to the railway line, south-west along the railway line to Caledonian Avenue, south-east along Caledonian Avenue to Mephan Street, south-west along Mephan Street to Joseph Street, south along Joseph Street to Peninsula Road, east along Peninsula Road to Foggerthorpe Crescent, south along Foggerthorpe Crescent and its extension to the Swan River foreshore, west and south-west along the Swan River foreshore to Summers Street, west along Summers Street to the junction with Lord Street and Bulwer Street, north-west along Bulwer Street to Vincent Street, west along Vincent Street to Charles Street, north and north-west along Charles Street to the junction with Walcott Street and Wanneroo Road, and north-west along Wanneroo Road to Wiluna Street. The boundary parts of Wiluna Street (south-east side), Flinders Street (both sides), Woodrow Avenue (south side), Cresswell Road (south-west side) and Vincent Street (both sides), and the boundary streets of Blythe Avenue (south side), Homer Street (south-west side), Dundas Road (both sides), Eleventh Avenue (both sides), Kennedy Street (both sides), Caledonian Avenue (south-west side), Mephan Street (west side) and Joseph Street (west side) are included within the area for Mount Lawley Senior High School, while the boundary parts of Peninsula Road, Foggerthorpe Crescent, Summers Street and Charles Street (both sides in each case), and the boundary street of Bulwer Street (both sides) are excluded from the area for Mount Lawley Senior High School.

The following primary schools contribute in full or part to Mount Lawley Senior High School: Coolbinia, Highgate, Inglewood, Kyilla, Mount Lawley, Maylands, North Perth and Yokine. Children from these schools living within the area for Mount Lawley Senior High School, as designated above, shall attend Mount Lawley Senior High School. Children from outside the area for Mount Lawley Senior High School are excluded from attendance at that school.

Newton Moore Senior High

Adam Road
Capel
Carey Park
South Bunbury
Withers

The following constitutes a boundary between Bunbury Senior High School and Newton Moore Senior High School:

From the confluence of the Preston River with the Ferguson River, north west and west along the Preston River to the railway bridge, west and north west along the railway line to the intersection of the railway line and Forrest Avenue, west and north west along Forrest Avenue to Wisbey Street, south west along Wisbey Street to Yorla Road, north west along Yorla Road to Clarke Street East, west along Clarke Street East to Clarke Street, west along Clarke Street to Hoylake Avenue and north west and west along Hoylake Avenue and its extension to the Indian Ocean.

Children from Carey Park Primary School living in the area north of (but not including) the above boundary have the option of attending either Bunbury Senior High School or Newton Moore Senior High School. Children from Carey Park Primary School living in Hoylake Avenue, Clarke Street and Clarke Street East (both sides in all cases) and the boundary parts of Yorla Road, Wisbey Street and Forrest Avenue (both sides in all cases), and south of the boundary shall attend Newton Moore Senior High School.

Children from South Bunbury Primary School living in the area north of (but not including) the above boundary shall attend Bunbury Senior High School. Children from South Bunbury Primary School living in Hoylake Avenue, Clarke Street and Clarke Street East (both sides in all cases) and the boundary parts of Yorla Road, Wisbey Street and Forrest Avenue (both sides in all cases), and south of the boundary shall attend Newton Moore Senior High School.

North Albany Senior High

Mount Lockyer
Yakamia

Northam Senior High

Avonvale
Bakers Hill
Goomalling
Meckering
Northam
West Northam
Wundowie

Ocean Reef Senior High

Beaumaris
Connolly
Kinross
Mullaloo Beach
Mullaloo Heights
Ocean Reef
Poseidon

Children living in the following area shall attend Ocean Reef Senior High School:

From the intersection of Hodges Drive and Country Club Boulevard, north along Country Club Boulevard and continuing north to the golf course underpass at Shenton Avenue, west from the underpass to Connolly Drive, north along Connolly Drive to Moore Drive, west along Moore Drive to Marmion Avenue, north along Marmion Avenue to Burns Beach Road, west along Burns Beach Road to the coastline, south along the coastline to Hodges Drive and east along Hodges Drive to Country Club Boulevard.

The boundary parts of Country Club Boulevard (west side), Shenton Avenue (south side), Connolly Drive (west side), Moore Drive (south side), Marmion Avenue (west side) and Burns Beach Road (south side) are included within this area. The boundary parts of Country Club Boulevard (east side), Shenton Avenue (north side), Connolly Drive (east side), Moore Drive (north side), Marmion Avenue (east side) and Burns Beach Road (north side) are excluded from this area.

The following constitutes a boundary for an optional area between Clarkson High School and Ocean Reef Senior High School:

From the intersection of Burns Beach Road and Marmion Avenue, south along Marmion Avenue to Moore Drive, east along Moore Drive to Connolly Drive, north along Connolly Drive to Burns Beach Road and west along Burns Beach Road to Marmion Avenue. The boundary parts of Marmion Avenue (east side), Moore Drive (north side), Connolly Drive (west side) and Burns Beach Road (south side) are included within this optional area.

The following constitutes a boundary for an optional area between Craigie Senior High School and Ocean Reef Senior High School:

From the Indian Ocean south of the east-west alignment of Merrifield Place, due east to Northshore Drive, north along Northshore Drive to Mullaloo Drive, in a general easterly direction along Mullaloo Drive to Kallaroo Place, east along Kallaroo Place to Marmion Avenue, north along Marmion Avenue to Ocean Reef Road, west along Ocean Reef Road to the junction with Oceanside Promenade, and due west to the Indian Ocean. The boundary part of Merrifield Place (both sides), Northshore Drive (west side), Mullaloo Drive (north side), Marmion Avenue (west side), Ocean Reef Road (south side) and the boundary street of Kallaroo Place (north side), are included within the optional area.

Padbury Senior High

Bambara
Lymburner
Padbury
South Padbury

Children from Lymburner Primary School living in the following area shall attend Padbury Senior High School:

From the intersection of Cook Avenue and Marmion Avenue, west along Cook Avenue to Wild Road, south along Wild Road to David Crescent, west along David Crescent to Mawson Crescent, south along Mawson Crescent to Flinders Avenue, west along Flinders Avenue to Whitfords Avenue, south along Whitfords Avenue to Hepburn Avenue, east along Hepburn Avenue to Marmion Avenue, and north along Marmion Avenue to Cook Avenue. The boundary parts of Wild Road (both sides), David Crescent (both sides), Mawson Crescent (both sides), Flinders Avenue (both sides), Whitfords Avenue (east side), Hepburn Avenue (north side), and Marmion Avenue (west side) are included within this area. The boundary part of Cook Avenue is excluded from this area.

Perth Modern Senior High

Highgate
Kylla
Mount Hawthorn
North Perth
Subiaco
Tuart Hill
West Leederville

Children from Highgate Primary School living in Bulwer and Summers Streets (both sides) and south thereof shall attend Perth Modern Senior High School. Children from Highgate Primary School living in the area north of Bulwer and Summers Streets shall attend Mount Lawley Senior High School.

Children from Kylla Primary School living in Charles Street (both sides) and west thereof shall attend Perth Modern Senior High School. Children from Kylla Primary School living in the area east of Charles Street shall attend Mount Lawley Senior High School.

Children from Mount Hawthorn Primary School living in the area south of Green Street shall attend Perth Modern Senior High School. Children from Mount Hawthorn Primary School living in Green Street (both sides) and north thereof have the option of attending either Perth Modern Senior High School or Mirrabooka Senior High School.

Children from North Perth Primary School living in Charles Street (both sides) and west thereof shall attend Perth Modern Senior High School. Children from North Perth Primary School living in the area east of Charles Street shall attend Mount Lawley Senior High School.

Children from Tuart Hill Primary School living in Green Street (both sides) and north thereof shall attend Mirrabooka Senior High School.

Pinjarra Senior High

Carcoola
Dwellingup
North Dandalup
Pinjarra

The following constitutes a boundary between Pinjarra Senior High School and Coodanup Senior High School:

From the Peel Inlet, north along the Serpentine River to Goegrup Lake, north across Goegrup Lake to the intersection of Lakes Road and the Serpentine River. Children living in the area to the east of this boundary shall attend Pinjarra Senior High School. Children living in the area to the west of this boundary shall attend Coodanup Senior High School.

The following constitutes a boundary between Mandurah Senior High School and Pinjarra Senior High School:

From the intersection of Lakes Road and the Serpentine River, and north along the Serpentine River to the boundary between the Shires of Murray and Rockingham. Children living in the area to the east of this boundary shall attend Pinjarra Senior High School. Children living in the area to the west of this boundary shall attend Mandurah Senior High School.

Rockingham Senior High

Bungaree
Charthouse
Cooloongup
East Waikiki
Hillman
Rockingham Beach
Safety Bay

The following constitutes a boundary for Rockingham Senior High School:

From the coastline, east along Boundary Road to the proposed Garden Island Highway, south east and east along the proposed Garden Island Highway to Rae Road, east and north east along Rae Road to Ennis Avenue, south east along Ennis Avenue to the boundary between the localities of Cooloongup and Waikiki, south east along this locality boundary to Mandurah Road, north along Mandurah Road to the intersection with Millar Road and the local government boundary between the Town of Kwinana and the City of Rockingham, north and west along this local government boundary to the coastline. The boundary parts of Rae Road (north side), Ennis Avenue (east side) and Mandurah Road (west side) are included within the catchment area of Rockingham Senior High School.

All students resident within the catchment area of Safety Bay Senior High School have the option of attending either Rockingham Senior High School or Safety Bay Senior High School.

Roleystone District High

Karragullen
Roleystone

The boundary between Roleystone District High School and Kelmscott Senior High School is the north-south boundary between the localities of Kelmscott and Roleystone, with children living to the east of this boundary being directed to Roleystone District High School and those living to the west of this boundary being directed to Kelmscott Senior High School, except that children living in the area bounded on the north by Chevin Road, on the west by Canning Mills Road, on the south by a line drawn due east from Canning Mills Road at a point due west of the southern extremity of Coventry Road to the locality boundary between Kelmscott and Roleystone, and on the east by the afore-mentioned locality boundary, have the option of attending either Roleystone District High School or Kelmscott Senior High School, with the boundary parts of Chevin Road and Canning Mills Road (both sides in each case) being included in the optional area.

Rossmoyne Senior High

Bateman
Brentwood
Bull Creek
Oberthur
Riverton
Rossmoyne
Shelley
Willetton

Children from Bateman Primary School living in the area bounded by Leach Highway, the Kwinana Freeway, Parry Avenue and Murdoch Drive shall attend Rossmoyne Senior High School. The boundary parts of Leach Highway (south side), the Kwinana Freeway (west side), Parry Avenue (north side) and Murdoch Drive (east side) are included within this area.

The following shall constitute an optional area between Rossmoyne Senior High School and Leeming Senior High School:

From the junction of Marsengo Road and Murdoch Drive, east along Marsengo Road to the eastern part of Broadhurst Crescent, south along Broadhurst Crescent to Scandrett Way, east along Scandrett Way and its eastward extension to the Kwinana Freeway, north along the Kwinana Freeway to Parry Avenue, north west and west along Parry Avenue to Murdoch Drive, and south along Murdoch Drive to Marsengo Road.

The boundary parts of Murdoch Drive (east side), Marsengo Road (north side), Broadhurst Crescent (east side), Scandrett Way (north side), Kwinana Freeway (west side) and Parry Avenue (south side) are included within this optional area.

Children from Brentwood Primary School have the option of attending either Applecross Senior High School or Rossmoyne Senior High School.

Children from Bull Creek Primary School living in Parry Avenue (north side only) and north thereof shall attend Rossmoyne Senior High School.

Children from Oberthur Primary School living in Parry Avenue (north side only) and north thereof shall attend Rossmoyne Senior High School.

Children from Willetton Primary School living in the following boundary streets or parts of boundary streets (both sides) and west thereof shall attend Rossmoyne Senior High School:

From the junction of High Road and Augusta Street, south along Augusta Street to Acanthus Road, west along Acanthus Road to Darvell Road, south along Darvell Road to Rhonda Avenue, west along Rhonda Avenue to Donald Street, south along Donald Street to Apsley Road, west along Apsley Road to Eagles Walk, south along the north-south alignment of Eagles Walk and its extension to Flamingo Way and south along the north-south alignment of Flamingo Way and its extension to Albatross Pass.

Children from Riverton Primary School living in the area bounded by High Road, Duff Road, the Canning River and Leach Highway shall attend Rossmoyne Senior High School. The boundary parts of High Road (north side), Duff Road (both sides) and Leach Highway (south side) are included within this area. Children from Riverton Primary School living in High Road (south side) and south thereof, shall attend Willetton Senior High School.

Safety Bay Senior High
Charthouse
Cooloongup
East Waikiki
Safety Bay

The following constitutes a boundary for Safety Bay Senior High School:

From the coastline, east along Boundary Road to the proposed Garden Island Highway, south east and east along the proposed Garden Island Highway to Rae Road, east and north east along Rae Road to Ennis Avenue, south east along Ennis Avenue to Wilmott Drive, west along Wilmott Drive to Gnaragara Drive, south west along Gnaragara Drive to Read Street, south along Read Street to Rand Avenue, south west along Rand Avenue to Safety Bay Road, south east along Safety Bay Road to Hilda Road, west along Hilda Road and its extension to the coastline. The boundary parts of Boundary Road (both sides), Rae Road (south side), Ennis Avenue (west side), Wilmott Drive (north side), Gnaragara Drive (north side), Read Street (west side), Rand Avenue (north side) and Safety Bay Road (west side) are included within the catchment of Safety Bay Senior High School. The boundary street of Hilda Road (both sides) is excluded from the catchment area of Safety Bay Senior High School. All students resident in the above area have the option of attending either Rockingham Senior High School or Safety Bay Senior High School.

Scarborough Senior High
Birralee
Deanmore
Karrinyup
Lake Gwelup
Newborough
North Innaloo

Children from Birralee Primary School have the option of attending either Scarborough Senior High School or Balcatta Senior High School.

Children from Lake Gwelup Primary School have the option of attending either Scarborough Senior High School or Balcatta Senior High School.

South Fremantle Senior High
Beaconsfield
Hilton
Samson
South Terrace
White Gum Valley
Winterfold

Children from Winterfold Primary School living in Healy Road (both sides) and north thereof shall attend South Fremantle Senior High School. Children from Winterfold Primary School living in the area south of Healy Road have the option of attending either South Fremantle Senior High School or Hamilton Senior High School.

The following constitutes an optional area between Hamilton and South Fremantle Senior High Schools:

From the intersection of Stock Road and Winterfold Road, east along Winterfold Road and continuing into Torquil Road to North Lake Road, north along North Lake Road to South Street, west along South Street to Stock Road and south along Stock Road to Winterfold Road. The boundary parts of Winterfold Road (north side), Torquil Road (north side), North Lake Road (west side), South Street (south side) and Stock Road (east side) are included within this optional area.

Swan View Senior High
Bellevue
Darlington
Glen Forrest
Greenmount
Helena Valley
Koonamia
Middle Swan
Midvale
Swan View

Children from Darlington Primary School have the option of attending either Swan View Senior High School, Eastern Hills Senior High School or Kalamunda Senior High School.

Children from Glen Forrest Primary School have the option of attending either Swan View Senior High School, Eastern Hills Senior High School or Kalamunda Senior High School.

The following constitutes a northern and western boundary for Swan View Senior High School:

From the bridge carrying Toodyay Road over Jane Brook, south-west along Toodyay Road to the Roe Highway, south along the Roe Highway to Great Eastern Highway, west along Great Eastern Highway to Lloyd Street, south along Lloyd Street to Clayton Street, south along Clayton Street to Military Road and south along Military Road to Bushmead Road. The boundary parts of Toodyay Road (south side), Roe Freeway (east side), Great Eastern Highway (south side) and Military Road (both sides) are included within the area for Swan View Senior High School. The boundary parts of Toodyay Road (north side), Roe Highway (west side), Great Eastern Highway (north side) and Lloyd Avenue (both sides) are excluded from the area for Swan View Senior High School.

Children from Middle Swan and Midvale Primary Schools living in the area east of the above boundary shall attend Swan View Senior High School. Children from Middle Swan Primary School living in the area west of the above boundary shall attend Governor Stirling Senior High School.

The following constitutes the boundary for an optional area between Governor Stirling Senior High School and Swan View Senior High School:

From the intersection of Great Eastern Highway and Roe Highway, west along Great Eastern Highway to Bushby Street, north along Bushby Street and its extension northwards along the locality boundary to Eddie Barron Drive, east along the locality boundary between Middle Swan and Midvale to the Roe Highway, south along the Roe Highway to Great Eastern Highway. The boundary parts of Great Eastern Highway (both sides), Bushby Street (both sides) and Roe Highway (west side) are included within this optional area.

Swanbourne Senior High

Cottesloe
Graylands
Mosman Park
North Cottesloe
Swanbourne

Thornlie Senior High

Canning Vale
East Kenwick
Forest Crescent
South Thornlie
Thornlie
Yale

Children from East Kenwick Primary School living in Albany Highway (west side) and west thereof shall attend Thornlie Senior High School. Children from East Kenwick Primary School living in Albany Highway (east side) and east thereof shall attend Maddington Senior High School.

Wanneroo Senior High

East Wanneroo
Wanneroo
Yanchep

The following constitutes a boundary for Wanneroo Senior High School:

From 476 Old Yanchep Road (as shown on Map 8 in the 1994 Streetsmart street directory), south west to the intersection of the locality boundaries of Alkimos, Carabooda and Eglinton, south along the boundary between the localities of Alkimos and Carabooda to the proposed Mitchell Freeway, south along the proposed Mitchell Freeway to Burns Beach Road, east along Burns Beach Road to the locality boundary between Joondalup and Wanneroo, south along the locality boundary between Joondalup and Wanneroo to Ocean Reef Road, east along Ocean Reef Road to Wanneroo Road, south along Wanneroo Road to Gnangara Road, and east along Gnangara Road to the intersection with Alexander Drive. The boundary parts of Burns Beach Road (north side), Ocean Reef Road (north side), Wanneroo Road (east side) and Gnangara Road (north side) are included within the area for Wanneroo Senior High School.

The following constitutes an optional area between Wanneroo Senior High School and Yanchep District High School:

The localities of Eglinton, Two Rocks and Yanchep, and the area of the locality of Carabooda located to the north of the following boundary: from the intersection of the locality boundaries of Alkimos, Carabooda and Eglinton, north east across Wanneroo Road to 476 Old Yanchep Road (as shown on Map 8 in the 1994 Streetsmart street directory).

Warnbro Community High School

Charthouse
Koorana
Port Kennedy
Warnbro

The following constitutes a boundary for Warnbro Community High School:

From the coastline, east along Hilda Road to Safety Bay Road, north west along Safety Bay Road to Rand Avenue, north east along Rand Avenue to Read Street, north along Read Street to Gnangara Drive, north east along Gnangara Drive to Willmott Drive, east along Willmott Drive to Ennis Avenue, south along Ennis Avenue to Mandurah Road, south along Mandurah Road to the boundary between the localities of Port Kennedy and Secret Harbour, and west along this locality boundary to the coastline. The boundary parts of Hilda Road (both sides), Safety Bay Road (east side), Rand Avenue (south side), Read Street (east side), Gnangara Drive (south side), Willmott Drive (south side), Ennis Avenue (west side) and Mandurah Road (west side) are included within the catchment area for Warnbro Community High School. The boundary parts of Safety

Bay Road (west side), Rand Avenue (north side), Read Street (west side), Gnangara Drive (north side), Willmott Drive (north side), Ennis Avenue (east side) and Mandurah Road (east side) are excluded from the catchment area for Warnbro Community High School.

Children of secondary school age resident within the locality of Secret Harbour have the option of attending either Mandurah Senior High School or Warnbro Community High School.

Warwick Senior High
Allenswood
East Greenwood
East Hamersley
Glendale
Hawker Park
Warwick

Willetton Senior High
Bull Creek
Burrendah
Oberthur
Riverton
Rostrata
Willetton

The following shall constitute an optional area between Willetton Senior High School and Leeming Senior High School:

From the intersection of Parry Avenue and the Kwinana Freeway, south along the Kwinana Freeway to a point opposite the western extension of Windich Road, in an easterly direction to and along Windich Road and its eastward extension to Benningfield Road, south along Benningfield Road to Henry Bull Drive, east then south-east along Henry Bull Drive to James Street, east along James Street to Hardy Street, south-east along Hardy Street to Darley Circle, south-east along Darley Circle to More Crescent, north-east along More Crescent to Back Close, east along Back Close and the walkway linking Back Close and Darley Circle, south along Darley Circle to Vagg Street, east along Vagg Street to Wheatley Drive, north along Wheatley Drive to Parry Avenue and west along Parry Avenue to the Kwinana Freeway. The boundary parts of Parry Avenue (south side), Wheatley Drive (both sides) and the Kwinana Freeway (east side) are included within this optional area. The boundary parts (both sides) of all other streets are excluded from this optional area.

Children from Oberthur Primary School living in the following area shall attend Willetton Senior High School:

From the junction of Wheatley Drive and the southern arm of Oberthur Crescent, east between Oberthur Crescent and Weeks Way to the walkway linking Weeks Way and Anstie Way, east along this walkway to Anstie Way, north then east along the northern part of Anstie Way to Hetherington Drive, north-east along Hetherington Drive to Owgan Place, south-east along Owgan Place to Karel Avenue, north along Karel Avenue to Parry Avenue, west along Parry Avenue to Wheatley Drive and south along Wheatley Drive to the southern arm of Oberthur Crescent. The boundary parts of Parry Avenue (south side), Karel Avenue (west side), Hetherington Drive (both sides north of Owgan Place) and Wheatley Drive (both sides, south of Vagg Street) are included within this area, whilst the boundary parts of Owgan Place (both sides), Anstie Way (both sides), and Wheatley Drive (both sides, north of Vagg Street), are excluded from this area.

The following constitutes an optional area between Leeming Senior High School and Willetton Senior High School:

From the junction of South Street and Wheatley Drive, north along Wheatley Drive to the southern arm of Oberthur Crescent, east between Oberthur Crescent and Weeks Way to the walkway linking Weeks Way and Anstie Way, east along this walkway to Anstie Way, north then east along the northern part of Anstie Way to Hetherington Drive, north-east along Hetherington Drive to Owgan Place, south-east along Owgan Place to Karel Avenue, south along Karel Avenue to South Street and west along South Street to Wheatley Drive. The boundary parts of Wheatley Drive, Anstie Way, Owgan Place (both sides in all cases), Karel Avenue (west side) and South Street (north side) are included within this optional area, whilst the boundary parts of Hetherington Drive (both sides) are excluded from this optional area.

Children from Willetton Primary School living in the area east of the following boundary streets or parts of boundary streets shall attend Willetton Senior High School:

From the junction of High Road and Augusta Street, south along Augusta Street to Acanthus Road, west along Acanthus Road to Darvell Road, south along Darvell Road to Rhonda Avenue, west along Rhonda Avenue to Donald Street, south along Donald Street

to Apsley Road, west along Apsley Road to Eagles Walk, south along the north-south alignment of Eagles Walk and its extension to Flamingo Way and south along the north-south alignment of Flamingo Way and its extension to Albatross Pass.

Children from Willetton Primary School living in the above-mentioned boundary streets or parts of boundary streets and west thereof shall attend Rossmoyne Senior High School.

Children from Riverton Primary School living in High Road (south side) and south thereof shall attend Willetton Senior High School.

Woodvale Senior High
Creaney
Halidon
North Woodvale
Woodvale

Yanchep District High

The following constitutes an optional area between Wanneroo Senior High School and Yanchep District High School:

The localities of Eglinton, Two Rocks and Yanchep, and the area of the locality of Carabooda located to the north of the following boundary: from the intersection of the locality boundaries of Alkimos, Carabooda and Eglinton, north east across Wanneroo Road to 476 Old Yanchep Road (as shown on Map 8 in the 1994 Streetsmart street directory).

ELECTORAL COMMISSION

EL301

ELECTORAL ACT 1907

ELECTORAL AMENDMENT REGULATIONS (No. 2) 1996

Made by His Excellency the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Electoral Amendment Regulations (No. 2) 1996*.

Schedule 3 amended

2. Schedule 3 to the *Electoral Regulations 1996** is amended by inserting after Form 34 the following forms —

“

FORM 35

Western Australia

Electoral Act 1907 (s. 156C (1) (a))

NOTIFICATION OF A VACANCY IN THE LEGISLATIVE COUNCIL

Take notice that a vacancy in the Legislative Council has occurred for the seat in the Region to which the Hon had most recently been elected.

This notice is published under section 156C (1) (a) because —

- 1. I have been informed of the vacancy by His/Her Excellency the Governor; and
- 2. I am satisfied that it is practicable to fill the vacancy under sections 156C and 156D of the *Electoral Act 1907*.

.....
Date

.....
Electoral Commissioner

.....
Address

FORM 36

Western Australia

Electoral Act 1907 (s. 156C (5))

NOMINATION TO FILL A VACANCY IN THE LEGISLATIVE COUNCIL UNDER SECTION 156C

To the Electoral Commissioner

I, the undersigned, being a qualified person as defined in section 156A of the *Electoral Act 1907*, by this notice consent to act as a member of the Legislative Council in the Region referred to in your notice of

Surname

Given names

Residence

Occupation

Form of name printed on the ballot paper

Signature of witness who must be an elector

Signature of Candidate

Date

[* *Published in Gazette 10 October 1996, pp. 5321-92. For amendments to 27 November 1996 see Gazette 8 November 1996.*]

By His Excellency's Command,

J. PRITCHARD, Clerk of the Council.

EL401

REAL ESTATE AND BUSINESS AGENTS ACT 1978

NOTICE OF ELECTION

(Regulation 3)

Notice is hereby given that an election of the elective member and deputy member of the Real Estate and Business Agents Supervisory Board, as constituted under section 7 of the Real Estate and Business Agents Act 1978 will take place at the office of the Returning Officer at the Western Australian Electoral Commission, Perth at 9.00am, Tuesday, 18 February 1997.

The vacancies in the membership of the Board to be filled at such election is specified hereunder—

- Member 1 position
- Deputy Member 1 position

Nominations of candidates shall be made in accordance with Real Estate and Business Agents Supervisory Board (Election) Regulations 1980 and must be received by the Returning Officer at her Office not later than 12 noon Thursday, 23 January 1997.

Dated Wednesday, 27 November 1996.

LORRAINE CODY, Returning Officer.
Western Australian Electoral Commission,
4th Floor, Fire Brigade Building,
480 Hay Street, Perth WA 6000.
Phone: 221 4454.

Note: Nomination forms are available from the Returning Officer at the above address.

EL402**FIRE BRIGADES ACT 1942****WESTERN AUSTRALIAN FIRE BRIGADES BOARD**

In accordance with the provisions of the Fire Brigades Act 1942 and the Regulations thereunder, I hereby declare the following candidate duly elected as a member of the Western Australian Fire Brigades Board for a period of three years from 1st January 1997.

To represent the Insurance Companies carrying business within the State

Peter Francis Pearse

Dated 28 November 1996

KERRY MONAGHAN

Returning Officer

Western Australian Electoral Commission
480 Hay Street, Perth WA 6000.

FAIR TRADING**FT401****RETAIL TRADING HOURS ACT 1987****RETAIL TRADING HOURS AMENDMENT ORDER 1996**

Made by the Minister for Fair Trading under section 5 of the Act.

Citation

1. This Order may be cited as the Retail Trading Hours Amendment Order 1996.

Amendment

2. The Retail Trading Hours (Metropolitan Christmas Trading) Exemption Order 1996 (published in the *Government Gazette* of 30 August 1996 at page 4322) is amended—

- by deleting from the Schedule “Monday, 23 December 1996 until 8.00 am and from and after 6.00 pm”; and by substituting “Monday, 23 December 1996 until 8.00 am and from and after 9.00 pm”.

CHERYL EDWARDES (Mrs), MLA, Minister for Fair Trading.

JUSTICE**JM101****CORRECTION TO REPRINT****RESIDENTIAL TENANCIES ACT 1987**

The reprint, as at 15 March 1996, of the *Residential Tenancies Act 1987* is corrected as follows—

In the Notes—Table of Acts on page 79 in the entry relating to Act No. 31 of 1993 insert in the “Miscellaneous” column the following— “Part 19: Savings and transitional”.

On page 80 delete the number “1.” and insert “68.” and delete the number “2.” and insert “69.”.

JM301**DISTRICT COURT OF WESTERN AUSTRALIA ACT 1969****DISTRICT COURT AMENDMENT RULES 1996**

Made by the Judges of the District Court of Western Australia.

Citation

1. These rules may be cited as the *District Court Amendment Rules 1996*.

Commencement

2. These rules come into operation on 1 January 1997.

Principal Rules

3. In these rules the *District Court Rules 1996* (published in *Government Gazette*, 7 March 1996, pp851-66) are referred to as the principal rules.

Order 1 amended

4. (1) Order 1 Rule 1 of the principal rules is amended by inserting "and of Order 4" after "Order"
- (2) Order 1 of the principal rules is further amended by adding Rule 7 as follows—
- "7. The provisions of Order 29A of the *Rules of the Supreme Court 1971* shall not apply to proceedings commenced in the District Court."

Order 5 amended

5. Order 5 of the principal rules is repealed and the following Order is substituted—

"Order 5: Case Management Following Entry For Trial.**Schedule of Damages**

1. (1) No later than 14 days prior to a pre-trial conference the plaintiff shall file and serve schedules setting out calculations and/or particulars quantifying or justifying the following items of damages (if the same are claimed):

- (i) Past loss of earning capacity.
- (ii) Future loss of earning capacity.
- (iii) Special damages.
- (iv) Future medical expense and/or care.
- (v) Past and future gratuitous services.
- (vi) Special appliances or services.
- (vii) Any other discrete item of damages.

(2) The schedules filed and served pursuant to sub-rule (1) shall be consistent with the plaintiff's pleadings.

Pre-Trial Conference

2. After an action has been entered for trial the parties are required to attend a pre-trial conference, unless—

- (a) Judgment is entered prior to the pre-trial conference being held and no issue remains in the action other than costs.
- (b) A Judge or Registrar orders that the pre-trial conference be dispensed with, or
- (c) The action falls within a class of actions which the Chief Judge directs is not subject to this order.

Exchange of expert reports

3. (1) In this rule "report" means a medical report or a report of an expert within the meaning of Order 36A of the *Rules of the Supreme Court 1971*.

(2) Unless the Registrar directs otherwise, a party must serve on the other party, at least 14 days before the date fixed for a pre-trial conference, the substance of every report which that party intends to rely on at trial which is then in the hands of that party or his or her solicitor.

Parties must attend in person

4. (1) Unless the Registrar orders otherwise a party must attend a pre-trial conference in person or, if a body corporate, by an authorised officer.

(2) Where an action is being litigated on behalf of a party by an insurer, sub-rule (1) may be satisfied by the attendance of an authorised officer of that insurer.

(3) Subject to sub-rule (1), a party may be represented at pre-trial conference by counsel or a solicitor.

Procedure at Pre-Trial Conference

5. (1) Unless a Judge otherwise orders, a pre-trial conference shall be held before the Registrar and in accordance with any directions that the Registrar may make.

(2) The parties attending a pre-trial conference must make a bona fide attempt to reach agreement on the matters in dispute between them.

(3) A pre-trial conference may be adjourned from time to time.

Negotiations to be without prejudice

6. (1) Subject to sub-rule (2), evidence of anything said or any admission made in the course of a pre-trial conference is not admissible at the trial of the action.

(2) Sub-rule (1) does not apply to—

- (a) the trial of a person for an offence alleged to have been committed at a pre-trial conference;
- (b) the hearing of an application for costs arising out of a pre-trial conference; or
- (c) anything said or admitted which all parties to the pre-trial conference agree may be admitted in evidence at the trial and which the Registrar records in writing as having been so agreed.

Actions settled

7. (1) When a compromise is reached at a pre-trial conference—
- (a) the parties and their counsel or solicitors shall sign and file a written consent to the making of an order giving effect to the compromise; and
 - (b) unless the approval of a judge is required, judgment shall be entered at the pre-trial conference.
- (2) When the approval of a Judge to a compromise is required the Registrar shall cause a date to be fixed for the matter to be brought before a Judge in chambers and the plaintiff's solicitors shall issue a summons returnable on that date.
- (3) When the requirement of personal attendance by a party is dispensed with or is satisfied by the attendance of an authorised officer of an insurer, sub-rule (1)(a) is satisfied by the signing of a consent by the counsel or solicitor representing the party and, if an authorised officer of an insurer is in attendance, by that officer.

Actions not settled

8. (1) When a pre-trial conference does not result in compromise the Registrar shall adjourn the action to a listing conference and make orders or directions which may include the following—
- (a) Within 14 days the plaintiff shall file and serve—
 - (i) A chronology of relevant events.
 - (ii) A concise statement of the issues of fact and law which the plaintiff contends will need to be determined at trial (which in respect of actions concerning building or engineering disputes shall be in the form of a *Scott Schedule*).
 - (iii) An index of the reports of any expert witness(es) that the plaintiff intends to call at trial.
 - (b) Within 14 days of service of such documents the defendant shall file and serve—
 - (i) The defendant's chronology of relevant events.
 - (ii) A concise statement of the issues of fact and law that the defendant contends will need to be determined at trial.
 - (iii) An index of the reports of any expert witness(es) that the defendant intends to call at trial.
 - (c) Any other order or direction that may be appropriate pursuant to Order 29 Rule 2 of the *Rules of the Supreme Court 1971* (whether on the application of a party or of the Court's own motion).
 - (d) Orders or directions providing for the pre-trial supervision of the action by a Judge.
- (2) Chronologies and statements of issues filed and served pursuant to sub-rule (1) shall be consistent with the pleadings of the party providing the same.
- (3) A party complying with the said orders or directions is not obliged to disclose an event or issue that is primarily relevant to the credibility of the opposing party (or its principal witnesses).
- (4) In the event of a party failing to comply with any of the said orders or directions, any other party to the action may apply to a Registrar for appropriate orders in default.
- (5) The Registrar may dispense with the requirements of sub-rule (1) and immediately fix dates for trial, when satisfied that all of the following circumstances apply—
- (a) Counsel who will appear at trial have been fully briefed and have advised their respective clients as to the prospects at trial.
 - (b) The parties have made reasonable efforts to agree on—
 - (i) facts not the subject of real controversy; and
 - (ii) the tender of expert reports without need of the expert being called.
 - (c) Reliable estimates have been made as to the probable length of trial.
 - (d) No useful purpose would be served by orders and directions pursuant to sub-rule (1).

Listing Conference

9. (1) A listing conference shall be conducted by the Registrar, and subject to sub-rule (2), shall be attended by counsel who are to appear at trial.
- (2) A counsel to whom sub-rule (1) applies need not attend a listing conference if his or her instructing solicitor attends and tenders a certificate from that counsel as to the following matters—
- (a) The estimated length of trial.
 - (b) The number of witnesses that his or her party intends to call.
 - (c) Whether there are any special circumstances affecting the date or time at which any particular witness can be called.

- (d) Whether any particular witness will be attending from a long distance or from outside the jurisdiction.
 - (e) That the parties have made reasonable efforts to reach agreement on—
 - (i) facts not the subject of real controversy; and
 - (ii) the tender of expert reports without need of experts being called.
- (3) No action shall be listed for trial until all orders and directions previously made have been complied with or appropriate default orders have been made.

Interlocutory applications subsequent to listing for trial

10. Any interlocutory application that may result in adjournment of a trial will only be granted upon special circumstances being shown by affidavit.

Costs

11. (1) The Registrar at pre-trial conference or at listing conference may make any orders for costs as though sitting in chambers.
- (2) When an action is compromised the Registrar may make all necessary orders as to costs including orders—
- (a) Awarding costs reserved.
 - (b) Awarding costs of interrogatories.

The Registrar

12. In this order the expression "the Registrar" includes the Principal Registrar, each Registrar, and any Deputy Registrar designated for the purposes of this Order by the Chief Judge."

Order 8 Amended

6. (1) Order 8 Rule 5 of the principal rules is amended by inserting "or Registrar" after "Judge".
- (2) Order 8 Rule 29 of the principal rules is amended by inserting "and to an application for leave to appeal" after "*mutatis mutandis* to an appeal".

KEVIN HAMMOND, Chief Judge.
 I. R. GUNNING, Judge.
 G. T. SADLEIR, Judge.
 N. H. S. CLARKE, Judge.
 A. KENNEDY, Judge.
 P. J. HEALY, Judge.
 H. H. JACKSON, Judge.
 R. J. VIOL, Judge.
 J. G. BARLOW, Judge.
 P. J. WILLIAMS, Judge.
 D. D. CHARTERS, Judge.
 P. D. BLAXELL, Judge.
 L. A. JACKSON, Judge.
 M. G. MULLER, Judge.
 M. A. YEATS, Judge.
 M. D. F. O'SULLIVAN, Judge.
 R. A. MACKNAY, Judge.
 V. J. FRENCH, Judge.
 A. D. FENBURY, Judge.
 H. J. WISBEY, Judge.

LAND ADMINISTRATION

LA401

FORFEITURES

The following leases and licences together with all rights, title and interest therein have this day been forfeited to the Crown under the Land Act 1933 for the reasons stated.

Dated 28 November 1996.

A. A. SKINNER, Chief Executive Officer.

Name; Lease or Licence No.; District; Reason; Corres No.; Plan.

Loxwood Pty Ltd; 3116/10471; Dampier Loc 243; Non-compliance with Conditions; 735/989; OP 17573.
 Burgess, Valeria & Peter Robert; 345B/2414; Greenbushes Lot 140; Non-Payment of Instalments; 1277/982; BG29 26.15.
 Rixon, William John; 3116/11610; Laverton Lot 584; Non-Payment of Rent; 692/991; OP 17794
 CH 43 (2) 04.34.

LOCAL GOVERNMENT

LG301

DOG ACT 1976

The Municipality of the City of South Perth

LOCAL LAW RELATING TO DOGS

In pursuance of the powers conferred upon it by the Dog Act 1976, the Council of the City of South Perth hereby records having resolved on the 23rd day of October, 1996 to make the following amendments to the Local Law Relating to Dogs, which was published in the *Government Gazette* on 29th August, 1980, 29th May, 1981, 4th September, 1981 and 19th December, 1984.

1. The Second Schedule is amended by the addition of—
 - (v) All that piece of land being Reserve 37712 and Lot 389 known as “Waterford Fore-shore Reserve” bushland and wetland.
 - (vi) All that piece of land being a portion of Sir James Mitchell Park and being known as “the lakes” and “the melaleuca wetland”.
 - (vii) All that piece of land within Clydesdale Park known as “Lake Tondut”.
 - (viii) All that piece of land being the foreshore of Melville Water between the northern boundary of Milyu Nature Reserve, South Perth and a prolongation of the south-ern boundary of the designated water skiing area.
 - (ix) All that piece of land and water in Reserve 23967, Sandon Park, known as the “lagoon”, inside of the limestone walking path.
2. The deletion of the Fourth Schedule.
3. The addition of a new Fourth Schedule.

“Fourth Schedule. The lands specified herein designated as Dog Exercise Areas.”

Swan Location 39; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 1 of Section 4 Oxford Street, South Perth.

Swan Location 39; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Carey Street, South Perth.

Swan Location 39: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29 Broad Street, South Perth.

Known as Morris Mundy Oval.

Swan Location 40; Lots 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700 Ryrie Avenue, Como.

Swan Location 40; Lots 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770 Thelma Street, Como.

Known as Ryrie Avenue Reserve.

Perth Suburban Lots 383, 385, 386 and 387 being Lot 2 South Terrace, South Perth.

Known as Ernest Johnson Reserve.

Reserve No. 24330 Jarman Avenue and Duckett Drive, Manning.

Known as James Miller Oval.

Reserve No. 26820 Thelma Street, Como.

Known as Collier Oval.

Swan Location 40;

Lots 46, 47, 48 Eric Street, Como.

Lots 34, 35, 49, 50 Melville Parade, Como.

Lots 36, 37 Comer Street, Como.

Known as Comer Reserve.

Reserve Pt 24329 Bradshaw and Conochie Crescent, Manning.

Known as Bradshaw/Conochie Reserve.

Reserve No. Pt 24329 Challenger Avenue, Manning.

Known as Challenger Reserve (excluding land occupied by Manning Bowling Club and Manning Tennis Club).

Reserve No. A1022 Mill Point Road and Mends Street, South Perth.

Known as Windsor Park (excluding land occupied by South Perth Bowling Club and South Perth Lawn Tennis Club).

Reserve No. A5574 Labouchere Road, Richardson Street, Melville Parade, Amherst Street, South Perth.

Known as Richardson Park.

Perth Suburban Lot 47; Lot 17 Witcomb Place, South Perth.

Known as Witcomb Place Reserve.

Reserve No. 34565; Perth Suburban Lots 2, 50, 49, 3, 4, 5, 6, 7, 8, 9, 10, 11, 56, 57, Pt.51, Pt.52, Pt.53, Pt.54.

Swan Location 37; Lots Pt.206, Pt.207, Pt.208, Pt.209.

Pt. Swan Locations 38A and 38B.

Swan Locations 39; Lots 198, 199, 200, 201, 202, 12.

Known as Sir James Mitchell Park (except that piece of land being portion of Sir James Mitchell Park and being a prolongation of the south-eastern boundary of Lot 2, South Perth Esplanade, a prolongation of the low water mark in the Swan River, a prolongation of the north-western boundary of Hurlingham Road and the Southern boundary of Sir James Mitchell Park to a prolongation of the south-eastern boundary of Coode Street and its intersection with the existing cycleway, the southern boundary of the existing cycleway extending in a westerly direction to its intersection with the prolongation of a line intersecting the Captain Stirling Memorial and Forrest Street to the southern boundary of Sir James Mitchell Park extending in a westerly direction to its intersection with a prolongation of the south-eastern boundary of Lot 2, South Perth Esplanade).

Reserve No. 28779 The Esplanade, South Perth.

Known as Esplanade Foreshore (excepting that part of the reserve south of the southern boundary of Queen Street, South Perth).

Perth Suburban Lot 829.

Known as Narrows Bridge Abutment.

Reserve No. 33804.

Known as Melville Water Foreshore (excepting that part of the reserve lying between a prolongation of the southern boundary of Comer Street, Como and a prolongation of the southern boundary of Thelma Street Como, and that part of the reserve lying between the northern boundary of Milyu Nature Reserve and a prolongation of the southern boundary of the designated water ski area).

Reserve No. 21483.

(Area of land between Kwinana Freeway and Melville Parade and between Scott and Stirling Streets, South Perth).

Perth Suburban Lot 425 Corner of Hensman Street and Anstey Street, South Perth.

Known as Hensman Square.

Swan Location 39; Lots 17 and 24 Broome Street, South Perth. Lots 15 and 16 Collins Street, South Perth.

Known as Shaftesbury Avenue Reserve.

Swan Location 37; Lot 300 Swanview Terrace, South Perth.

Known as Swanview Terrace Reserve.

Reserve No. 25250 Brandon Street, South Perth.

Known as Darling Street Reserve.

Swan Location 39; Lots 10, 11, 12 Vista Street, South Perth. Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Pennington Street, South Perth.

Known as David Vincent Park.

Reserve No. 24213 South Terrace, Douglas Avenue, Moresby Street, South Perth.

Known as Moresby Street Reserve.

Reserve No. 24893 David, Mabel and Warrego Streets, South Perth.

Known as Warrego Street Reserve.

Swan Location 41; Lot 361 Barker Avenue, Talbot Avenue, Axford Street, Como.

Known as Axford, Barker Reserve.

Reserve No. A24332 Canavan Crescent and Henley Street, Como.

Known as Canavan/Henley Reserve (excepting that portion of the reserve occupied by the Kindergarten).

Reserve No. A24328 Davilak Street, Manning.

Known as Davilak Reserve.

Swan Location 42; Lots Pt. 168, Pt. 169, 170, 171, 172, 173 Mary Street Como. Lots Pt. 198, Pt. 199, Pt. 200, Pt. 201, Pt. 202, Pt. 203, Pt. 204 Melville Parade, Como.

Known as Olives Reserve.

Reserve No. A24333 Craigie and Isabella Crescents, Manning (excepting that part of the reserve occupied by the Kindergarten).

Reserve No. 26622 Hope Avenue, Manning.

Known as Hope Avenue Playground.

Reserve No. 28747 River Way, Manning

Known as Redmond Street Reserve.

Reserves No. 34238, 34239, 34240, 34241, 34691, 36791.

Known as Karawara Greenways.

Swan Location 37; Lots 264 and 265 Gwenyfred Road and Mackie Street, Kensington.

Known as Mackie Street Reserve.

Reserve No. 23800 Kennard and Anketell Streets and Seventh Avenue, South Perth.

Known as Bill McGrath Reserve.

Reserve No. 36435 Thelma and Murray Streets, Como.

Reserve No. 37828 Roebuck and Mount Henry Road, Manning.

Reserve No. 40240 Murray Street and Collier Court, Como.

Reserve No. 37705 Carlow Circle and Kilbride Close, Waterford.

Swan Location 42; Lots 260, 271, 272, 273, 274, 277, 276, 275 and 278 Henley, Baldwin and Coolidge Streets, Como.
Reserve No. 33835 Gwentyfred Road and George Street, South Perth.
Swan Location 37; Lot 4 George Street, South Perth.

—————
The Common Seal of the City of South Perth was hereunto affixed in the presence of—

J. E. HARDWICK, Mayor.
L. L. Metcalf, Chief Executive.

—————
Recommended—

PAUL D. OMODEI, Minister for Local Government.

—————
Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Executive Council.

LG302

DOG ACT 1976

The Municipality of the Shire of Albany

BY-LAWS RELATING TO DOGS

In pursuance of the powers conferred upon it by the abovementioned Act and all other powers enabling it the Council of the abovementioned Municipality hereby records having resolved on 27th March, 1996 to make and submit for confirmation by the Governor the following By-law—

The By-laws of the Shire of Albany published in the *Government Gazette* on 21st May, 1982 are hereby amended in the following manner—

1. Delete that portion of By-law 18 which relates to Whalers Beach.
2. Include in the Fourth Schedule after description 4. Cape Riche the following—
- “5. Whalers Beach

That portion of Reserve No. 21337 from the low water mark in a foreshore corridor one hundred and ten metres wide extending from the prolongation of the north eastern boundary of Plantagenet Location 7584, Lot 1 fronting Frenchman Bay Road, Frenchman Bay to the prolongation of the most western boundary of the same Lot”.

—————
Dated this 5th day of June 1996.

The Common Seal of the Shire of Albany was hereunto affixed by resolution of the Council in the presence of—

K. G. BEECK, President.
R. P. BOARDLEY, Acting Chief Executive Officer.

—————
Recommended—

PAUL D. OMODEI, Minister for Local Government.

—————
Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG303

LOCAL GOVERNMENT ACT 1960
The Municipality of the City of Armadale
BY-LAW FOR THE REPEAL OF BY-LAWS

In pursuance of the powers conferred upon it by the abovementioned Act and all other powers enabling it, the Council of the City of Armadale hereby records having resolved on 4 June 1996 submit for confirmation by His Excellency the Governor this By-law to revoke the following By-laws—

- By-law Re Discount on Rates published in the *Government Gazette* on 2 September 1938
- By-law Re Appointment of Employees published in the *Government Gazette* on 24 October 1941
- By-law Governing Long Service Leave to be Granted to Employees published in the *Government Gazette* on 24 February 1950 and amendments
- Re Parking of Commercial Vehicles on Street Verges published in the *Government Gazette* on 22 February 1974 and amendments
- General By-laws 61, 64, 65, 66, 67 (a) (g) (h) (n), 85, 87, 88, 89, 90, 93, 94, 95, 96, 123, 124, 125 and 126 published in the *Government Gazette* on 5 July 1918 and amendments.

Dated this 2nd day of August 1996.

The Common Seal of the City of Armadale was hereunto affixed in the presence of—

S. C. FOKKEMA, Mayor.
 J. W. FLATOW, Chief Executive Officer.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG304*

LOCAL GOVERNMENT ACT 1960
Town of Cottesloe
LOCAL LAW NO. 1
STANDING ORDERS

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the Town of Cottesloe hereby records having resolved on the 23rd day of September, 1996, to make and submit confirmation by the Governor the following local law:

LOCAL LAW NO. 1—STANDING ORDERS

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TOWN OF COTTESLOE
STANDING ORDERS

1. INTERPRETATIONS AND STANDING ORDERS**1.1 Proceedings Conducted According to Standing Orders**

The proceedings and business of the council shall be conducted in accordance with the Act, and where not specifically prescribed, according to this local law, the clauses of which shall be referred to as “the Standing Orders”.

1.2 All Meetings Governed by Standing Orders

The proceedings of all council meetings, committee meetings and other meetings of the council as described in the Act shall be governed by these standing orders except where specific exceptions apply either in the Act, its regulations or in the standing orders.

1.3 Interpretations

The following interpretations should be used in these standing orders, unless the context otherwise requires:

- “Act” means the “Local Government Act, 1995, and amendments and successors;
- “Clause” means a clause of these standing orders;
- “Committee” means any Committee appointed in accordance with the provisions of the Act;
- “Council” means the council of the Town of Cottesloe;
- “Mayor” includes the deputy mayor, in the absence of the mayor, and any councillor chosen to preside at any meeting of the council in the manner prescribed by the Act;
- “Meeting” includes any Ordinary or Special Meeting of the council or any other meeting held in accordance with the Act and properly convened as the Act requires;
- “Member” means the mayor, or a councillor of the council;
- “Officer” is an employed member of the staff of the council;
- “Chief executive officer” means the chief non-elected officer of the Town or other officer who, for the time being, is acting in that capacity;
- “Absolute majority” is more than 50% of the current number of elected council positions whether they are vacant or not regardless of the number actually present;
- “Simple majority” is more than 50% of the councillors present and voting;
- “75 % majority” means a majority comprising enough of the member for the time being of the council for their number to be at least 75% of the number of offices (whether vacant or not) of member of the council;
- “Special majority” means that if there are more than 11 offices of member of the council, the power can only be exercised by, or in accordance with, a decision of a 75% majority of the council.

2. MEETINGS—NOTICE AND BUSINESS

2.1 Notice of Meetings—Members to Receive Notice

Before any ordinary or special meeting of the council a notice signed by the chief executive officer, stating the place, date and hour of holding the meeting, and specifying the business to be transacted with supporting committee reports, shall be transmitted by post, or otherwise left or delivered to each member of the council, at least 72 hours before the meeting, at the usual or last known place of abode or business, or to another address any member may request by notice in writing to the chief executive officer.

2.2 Special or Emergency Meetings

A meeting of council for the purpose of dealing with an emergency situation may be called by the mayor or chief executive officer, or in their absence, any three councillors. Members of the council will be telephoned or contacted by facsimile if unavailable directly by telephone and advised of the time and place of the meeting and the nature of the emergency business. Decisions made at this meeting must be by absolute majority unless the Act specifies otherwise.

2.3 Business to be Specified on Notice Paper

No business shall be transacted at any meeting of the council other than that specified in the notice without the approval of the mayor or the approval of the majority of councillors present determined by vote.

2.4 Specified Papers

Any member may, in writing addressed to the chief executive officer and delivered to the office of the chief executive officer at least 48 hours before any meeting of the council, or of any committee of the council, request that any specified papers be laid upon the table at any meeting to be named, and the papers shall be laid upon the table accordingly.

2.5 Papers Relating to Matter Under Discussion

At any meeting of the council, or of any committee of the council, the mayor or any member may require the production of any specified papers, documents, books or records, books of accounts, plans, or any other record or matter whatsoever relating to any question then under discussion providing that wherever possible, the notice prescribed in the preceding clause shall be given. In the event of notice not having been given, the proceedings of the council shall not be unreasonably delayed while documents are obtained.

2.5.1 No papers produced as described in Clause 2.4 shall be deemed to be public unless otherwise ordered by resolution of the council.

2.6 Objectionable Business

If the mayor at any meeting of the council is of the opinion that any motion or business proposed is of an objectionable nature, the mayor may, either before or after the matter is brought forward, declare that it shall not be considered.

2.6.1 Any member of the council may move dissent from such a declaration made from the Chair. On the motion being seconded, the motion to dissent shall be put without debate, and in the event of the motion being carried by a majority of the members present, the business referred to shall then be considered immediately, but if the motion is lost, the ruling of the mayor shall stand.

3. MEETINGS—QUORUM

3.1 Quorum at Meetings

In accordance with the Act, the quorum at all meetings of council and its committees shall be a minimum of 50% of the total number of places whether vacant or not.

3.2 Count-out/Adjournment

At any time during any meeting of the council any councillor or the chief executive officer may call the attention of the mayor to the fact that a quorum is not present. The mayor shall immediately suspend the proceedings of the meeting for a period of five minutes. If a quorum is not present at the end of this period, the meeting shall be deemed to have been counted out, and the mayor shall adjourn it to a later hour of the same day or to any other time, not more than seven days from the date of adjournment.

3.3 Absence of Quorum—Record in Minute Book

At all meetings of the council when the council is counted out, and an absence of quorum noted, the circumstances, together with the names of the members present, shall be recorded in the Minute Book.

4. MEETINGS—MINUTES

4.1 Recording and Reading of Minutes

4.1.1 Binding or pasting or otherwise permanently affixing the minutes to the leaves of a book shall be a sufficient recording of the minutes.

4.1.2 Reading of the minutes of a previous meeting may be dispensed with provided that a copy of those minutes has been supplied to each member at least 72 hours prior to the date of the ordinary meeting at which they are presented for confirmation.

4.2 Confirmation of Minutes

The minutes of any preceding meeting or meetings as described in the Act, not previously confirmed, shall be submitted for confirmation as the first business after public question time at all meetings of the council, and no discussion of them shall be permitted except as to their accuracy as a record of the proceedings. Each page of the minutes of the full council meeting shall be initialled by the mayor or person presiding over the meeting as prescribed by the Act, except that the last page of the minutes must receive a full signature and date.

5. MEETINGS—ORDER OF BUSINESS

5.1 Ordinary Meeting—Order of Business

The order of business of an ordinary meeting of council shall be:

- (a) Question time from the public, limited to a total of fifteen minutes of duration, except by consent of the mayor. Each speaker will be limited to three minutes duration to speak, except by consent of the mayor;
- (b) Apologies and leave of absence;
- (c) Confirmation of the minutes;
- (d) Mayoral communications;
- (e) Declarations of interest;
- (f) A report by the chief executive officer relative to business arising out of minutes of any previous meeting, work or business carried out in the period between meetings or requests for instructions as to future business;
- (g) The reception of minutes or reports or recommendations of committees held since the previous meeting of council;
- (h) The reception of petitions and memorials;
- (i) Motions of which previous notice has been given;
- (j) Questions of which notice has been given;
- (k) Any other business the reception of which has been approved according to Clause 2.3 of these standing orders.

5.2 Late Correspondence

In cases of extreme urgency or other special circumstance, late correspondence may, with the consent of the mayor, or at the request of a majority of councillors present, be read and dealt with.

6. MEETINGS—PUBLIC CONDUCT

6.1 Admission and Removal of the Public

6.1.1 The public is admitted to the council chamber on the basis that no expression of dissent or approval, conversation or interruption to the proceedings of the council shall take place. In the event of any such interruption, the mayor may use discretion and without a vote of the council, require those interrupting to withdraw. The person or persons concerned shall immediately withdraw from the council chamber. This direction by the mayor may not be challenged by moving dissent with the ruling and the mayor's ruling is final.

6.1.2 Any person, not being a member of the council, who interrupts the orderly conduct of the business of the council who does not withdraw immediately upon being called by the mayor to withdraw from the council chamber may, by order of the mayor, be removed from the council chamber.

7. ROLE OF MAYOR

7.1 Directions by the Mayor

7.1.1 At any meeting of the council the mayor shall have the right to direct attention to any matter of interest or relevance to the business of the council or propose a change to the order of business.

7.1.2 Any councillor may move that a change in order of business proposed by the mayor not be accepted and if carried by a majority of councillors present, the proposed change in order will not take place.

7.2 The Mayor to Take Part in Debates

Subject to the provisions of these standing orders, the mayor may take part in a discussion upon any question before the council, provided that like other councillors in accordance with these standing orders, the mayor may only speak once and provided that this is done before the right of reply is exercised.

7.3 Precedence of Mayor

When the mayor rises during the progress of a debate, any member of the council then speaking, or offering to speak, shall immediately sit down and every member of the council present shall preserve strict silence so that the mayor may be heard without interruption. This clause should not be used by the mayor to exercise the right provided in Clause 7.2, but should be used to preserve order.

7.4 Dissent With the Mayor's Ruling

Except where expressly denied in these standing orders or the Act, a member of the council may move a procedural motion to disagree with a ruling given by the mayor. The mayor must immediately call for a seconder and put the motion without debate.

8. QUESTIONS

8.1 Questions of Which Due Notice Has to be Given

8.1.1 Any councillor seeking to ask a question at any meeting of the council shall give written notice of the specific question to the chief executive officer at least 24 hours before publication of the business paper.

8.1.2 All questions and answers shall be submitted as briefly and concisely as possible, and no discussion shall be allowed thereon.

8.2 Questions Not to Involve Argument or Opinion

In putting any question, no argument or expression of opinion shall be used or offered, nor any facts stated, except those necessary to explain the question.

9. PETITIONS

9.1 Petitions and Memorials—Petitions to be in Writing

Any petition to be submitted to the council shall be in writing or typewritten, and be authenticated by the signature of the member of the council presenting it.

9.2 Presentation of Petitions

A member of the council presenting a petition shall be limited to a statement of the parties from whom it comes, of the number of the signatures attached to it, the material issues contained in it, and to the reading of the prayer.

9.3 Responsibility of Member Presenting Petition

It shall be incumbent on a member of the council presenting a petition to be familiar with the nature and contents of the petition, and to ascertain that it does not contain language disrespectful to the council.

9.4 Procedure of Petitions

The only question which shall be considered by the council on the presentation of any petition shall be:

- (a) That the petition shall be accepted; or
- (b) That the petition not be accepted; or
- (c) That the petition be accepted and referred to a committee for consideration and report; or
- (d) That the petition be accepted and be dealt with by the full council.

10. NOTICES OF MOTION

10.1 Notices of Motion—Ordinary and Extraordinary Business

Councillors may bring forward business in the form of a written motion, of which notice shall be given in writing to the chief executive officer, up to 24 hours before the publication of the business paper.

10.2 Register of Notices

The chief executive officer shall, immediately upon the receipt of any notice of motion, enter it in the book to be provided and kept for the purpose. This book shall be open to the inspection of every member of the council.

10.3 Closing of Notice Book

In order to give every facility for the due issuing of notices to members of the council by the chief executive officer, the notice book shall be closed at noon on the day preceding the day fixed for publication of the notice paper.

10.4 Relevance of Notice

Every notice of motion shall be relevant to some question affecting the administration or condition of the district.

10.5 Motion to Lapse

A motion shall lapse unless the member who gave notice is present, unless another councillor is willing to move the motion when it is called.

10.6 Order of Notice of Motion

All notices of motion shall be dated and numbered as received and shall be entered by the chief executive officer upon the business paper in the order in which they are received, except by permission of the mayor or the council, as outlined in accordance with Clause 7.1 of these standing orders.

10.7 Unopposed Notices of Motion

The mayor may call the notices of motion appearing on the business paper in the order in which they are written. In the event of there being no objection, the motions shall be put without discussion.

10.8 Order of Amendments to Notice of Motion

Where notice of an amendment to a notice of motion is received by the chief executive officer, it shall be dealt with immediately after the notice of motion it proposes to amend, but before the right of reply is taken by the mover of the motion on notice.

10.9 Exclusion or Amendment of Notice

The chief executive officer, after consultation with the mayor, may exclude from the council business paper any notice of motion which may be out of order. Clerical alterations or amendments which will bring the notice of motion into due form may be made by the chief executive officer, but no notice shall be deemed invalid on the basis of the policy involved being considered objectionable, or because it relates to a matter not within the scope of the ordinary work of the council so long as, in the opinion of the mayor or the chief executive officer, the matter is one of public interest, utility or importance.

10.10 Limitations of Notices

No member shall have more than three notices of motion on the business paper at the same time unless express approval of the mayor has been obtained.

10.11 Opposed Motions of Which Notice Has Been Given

After disposing with all unopposed motions, the mayor shall call on the movers of opposed motions in their order on the business paper to speak.

10.12 Notices Abandoned

If a motion, notice of which is specified on the business paper, is not moved either by the member of the council who has given the notice of motion, or by some other councillor, or if the motion is not seconded, it shall be considered as abandoned and shall not again be introduced without subsequent notice of motion being given to the chief executive officer.

10.13 Lack of Quorum During Discussion on Motion

In case of a "count-out" during a discussion upon any motion, notice of which has been given, discussion on the motion shall continue when the meeting resumes or if the meeting is adjourned, at the adjourned meeting.

10.14 Repetition of Lost Motions

No motion which has the same specific intent to one which has been lost within the preceding three months shall be moved unless it is presented as a notice of motion and the notice is signed by one third of the offices of member of council, whether present or not.

11. CONDUCT OF MEMBERS

11.1 Official Titles to be Used

Members of the council shall speak of each other in the council during the transaction of business by their respective titles of mayor or councillor. Members of the council, in speaking of or addressing officers, shall designate them by their respective official titles.

11.2 Members to Occupy Own Seats

11.2.1 At the first meeting attended by a councillor after election, the chief executive officer shall allot by random draw, a position at the council table to each councillor and the councillor shall, until such time as there is a call by a majority of councillors for a re-allotment of positions, occupy that position when present at meetings of the council.

11.2.2 No member of the council shall be deemed to be present unless occupying their allotted place within the council chambers.

11.3 Leaving Meetings

After a meeting of the council has been formally constituted, and the business commenced, no member shall enter, leave or withdraw from the meeting without first seeking leave from the mayor.

11.4 Debate—Maintenance of Order—Imputations—Offensive Expressions

No member of council may impute motives or use offensive or objectionable expressions in reference to any member, officer of the council, or any other person.

11.5 Alcohol

Consumption of alcohol in council or committee meetings is prohibited.

11.6 Smoking

Smoking in council or committee meetings is prohibited.

12. CONDUCT OF MEMBERS DURING DEBATE

12.1 Members to Rise

Every member of the council wishing to speak shall indicate by show of hands or other method agreed upon by the council. When invited by the mayor to speak, members shall rise and address the council through the mayor, provided that any member of the council unable conveniently to stand by reason of sickness or disability shall be permitted to sit while speaking.

12.2 Priority

In the event of two or more members of the council wishing to speak at the same time, the mayor shall decide which member is entitled to be heard. The decision shall not be open to discussion or dissent.

12.3 Relevance

Every member of the council shall restrict their remarks to the motion or amendment under discussion, or to an explanation or point of order.

12.4 Limitation of Number of Speeches

No member of the council shall address the full council more than once on any motion or amendment before the council except the mover of a substantive motion, in reply, or to a point of order, or in explanation.

12.5 Limitation of Duration of Speeches

All addresses shall be limited to a maximum of three minutes. Extension of time is permissible only with the agreement of the majority of councillors present.

12.6 Members Not to Speak After Conclusion of Debates

No member of the council may speak to any question after it has been put by the chair.

12.7 Irrelevance, Repetition, Imputations, Offensive Expressions

12.7.1 The mayor may call the attention of the council to continued irrelevance, tedious repetition, unbecoming language, or any breach of order or decorum on the part of a member of the council, and may direct the councillor, if speaking to discontinue the speech, and the councillor shall then cease speaking and sit down.

12.7.2 A councillor may call the attention of the mayor to continued irrelevance, tedious repetition, unbecoming language, or any breach of order or decorum on the part of a member of the council, and may call upon the mayor to direct the councillor to cease speaking and sit down.

12.7.3 If after a councillor has drawn the attention of the mayor according to Clause 12.7.2, a councillor continues without alteration, a councillor may move that the councillor ceases to speak. Upon moving this motion the mayor must immediately call for a seconder, but there shall be no debate. If carried by a majority of councillors present, the councillor may take no further part in debate on the question before the meeting.

12.8 Members Not to Interrupt

No member of the council shall interrupt another member of the council whilst speaking unless:

- (a) to raise a point of order;
- (b) to call attention to the absence of a quorum.

12.9 Re-Opening Discussion on Resolutions

No member of the council shall re-open discussion on any resolution of the council, except for the purpose of moving that the resolution be revoked or changed.

12.10 Chair's Right to Adjourn Without Explanation to Regain Order

If a meeting ceases to operate in an orderly manner, the mayor may use discretion to adjourn the meeting for a period of up to fifteen minutes without explanation, for the purpose of regaining order. This action cannot be challenged by any member of council. Upon resumption, debate will continue at the point at which the meeting was adjourned. If, at any one meeting, the mayor has cause to adjourn the meeting on two occasions, the mayor has the right to adjourn the meeting for a period of no longer than seven days.

13. PROCEDURES FOR DEBATE OF MOTIONS

13.1 Motions To be Read

Any member of the council who intends to submit a substantive motion or amendment to a substantive motion shall read the text before speaking to it.

13.2 To be Seconded

No motion or amendment to a substantive motion shall be in order, or be open to debate until it has been seconded.

13.3 Only One Substantive Motion Considered

When a substantive motion is under debate at any meeting of the council, no further substantive motion shall be accepted.

13.4 Order of Call in Debate

The mayor will call speakers to a substantive motion in the following order:

- (a) The mover to state the motion;
- (b) A seconder to the motion;
- (c) The mover to speak to the motion;
- (d) The seconder to speak to the motion;
- (e) A speaker against the motion;
- (f) A speaker for the motion;
- (g) Other speakers against and for the motion, alternating in view, if any;
- (h) Mover takes right of reply which closes debate.

13.5 Limit of Debate

The mayor may offer the right of reply and put the motion to the vote if the mayor believes sufficient discussion has taken place even though all councillors may not have spoken.

13.6 Secunder Requesting Right To Speak

A seconder may request the right to speak at a later time in debate, however the moving of any procedural motion which will close debate, or any amendment to the substantive motion is carried will automatically deny the seconder the right to speak to the substantive motion.

14. PROCEDURAL MOTIONS

14.1 Permissible Procedural Motions

In addition to proposing a properly worded amendment to a substantive motion, it is permissible for a councillor to move the following procedural motions:

- (a) That the council proceed to the next business;
- (b) That the question be adjourned;
- (c) That the council do now adjourn;
- (d) That the question be now put;
- (e) That the question be not now put;
- (f) That the council moves into a committee of the whole;
- (g) That the councillor be no longer heard;
- (h) That the ruling of the mayor (or person chairing the meeting) be disagreed with;
- (i) That the motion lie on the table;
- (j) That the council meet behind closed doors.

14.2 Procedural Motions Not Required in Writing

Procedural motions are not required to be presented in writing.

14.3 Procedural Motions—Recording in Minutes

The mover, seconder and result of all procedural motions shall be recorded in the minutes of the meeting.

14.4 Procedural Motions—Majority Required

Any procedural motion shall be carried upon the majority of councillors present voting in the affirmative.

14.5 Procedural Motions—Closing Debate—Who May Move

No person who has moved, seconded, or spoken for or against the substantive motion, may move any procedural motion which, once moved, would deny others the right to speak or, if carried, would close the debate on the substantive motion or amendment.

14.6 Procedural Motions—Right of Reply

There shall be no right of reply on any procedural motion.

14.7 Procedural Motions—Right of Reply on Substantive Motion

The carrying of a procedural motion which closes debate on the substantive motion or amendment and forces a decision on the substantive motion or amendment will not deny the right of reply, to the mover of the substantive motion.

15. EFFECT OF PROCEDURAL MOTIONS

15.1 That the Council Proceed to the Next Business—Effect of Motion

This motion, having been carried, will cause the debate to cease immediately and for the council to move to the next item on the Agenda of the meeting. No decision will be made on the substantive motion being discussed, nor is there any requirement for the matter to be placed on any future notice paper.

15.2 That the Question be Adjourned—Effect of Motion

This motion, having been carried, will cause all debate on the substantive motion or amendment to cease but to continue when the discussion is reconvened.

15.3 That the Council do Now Adjourn—Effect of Motion

This motion, having been carried, will cause the meeting to stand adjourned until it is reopened at which time the meeting continues from the point at which it was adjourned, unless the mayor or the majority of councillors upon vote, determine otherwise.

15.4 That the Question be Now Put—Effect of Motion

15.4.1 This motion, having been carried during discussion on a substantive motion without amendment, will cause the mayor to offer the right of reply and then immediately put the question under consideration without further debate.

15.4.2 This motion, having been carried during discussion on an amendment, will cause the mayor to put the amendment to the vote without further debate.

15.4.3 This motion, having been lost, will allow debate to continue.

15.5 That the Question be Not Now Put—Effect of Motion

15.5.1 This motion, having been carried during discussion either a substantive motion or an amendment, will cause the meeting to proceed to the next business with no decision required to be made. In this case, there is no requirement for the matter to be raised again, except that it can only be raised by way of another substantive motion for which due notice must be given.

15.5.2 This motion, having been lost, will cause the mayor to immediately put any amendment to the vote and then to offer the right of reply and put the substantive motion to the vote immediately.

15.6 That the Council Move Into a Committee Of The Whole—Effect of Motion

This motion, having been carried, will allow free and open discussion on the matter before the meeting. Councillors will not be required to stand, nor will there be restrictions on the number of times each councillor may speak, provided that normal courtesy and order is maintained. Any decisions made during the time that the council sits in committee of the whole must be formally agreed by a substantive motion when the council moves out of committee of the whole.

15.7 That The Councillor Be No Longer Heard—Effect of Motion

This motion, having been carried, will cause the mayor to not allow the speaker against whom the motion has been moved to speak to the current substantive motion or any amendment relating to it, except to exercise the right of reply if the person is the mover of the substantive motion.

15.8 That the Ruling of the Mayor be Disagreed With—Effect of Motion

15.8.1 This motion, having been carried, will cause the ruling of the mayor about which this motion was moved, to be reversed and for the meeting to proceed accordingly.

15.8.2 Where the mayor has given a ruling in strict accordance with the Act, this motion may not be moved.

15.8.3 Where the mayor has adjourned the meeting in accordance with Clause 12.9 of these standing orders, this motion may not be moved.

15.9 That the Motion Lie on the Table—Effect of Motion

15.9.1 This motion, having been carried, will cause debate on the substantive motion and any amendment to cease immediately and for the meeting to proceed to the next business.

15.9.2 Any councillor may raise the motion from the table, by giving appropriate notice of motion for any meeting in the future.

15.9.3 When a motion is raised from the table, the mover of the original substantive motion, or in the absence of the original mover, the person moving this procedural motion, is given the opportunity to re-introduce the matter after which debate shall continue according to these standing orders.

15.10 That the Council Meets Behind Closed Doors—Effect of Motion

In accordance with the Act, this motion, if carried, will cause the general public and any officers or employees the council determines, to leave the room.

16. DECISION MAKING PROCEDURES**16.1 Voting and Decisions—Majority to Determine**

All acts of the council, and all questions coming before the council, may be decided by a simple majority of the members of the council present within the council chamber, and voting, at a properly constituted meeting, unless otherwise provided for in these standing orders or the Act.

16.2 Breaking Down of Complex Questions

The mayor may order a complex question to be broken down and put in the form of several motions, which shall be put in sequence.

16.3 Member May Require Questions to be Read

Any member of the council may require the question or matter under discussion to be read at any time during a debate, but not so as to interrupt any other member whilst speaking.

16.4 Order of Amendments

Any number of amendments may be proposed to a motion, but whenever an amendment is made upon a substantive motion, no second or subsequent amendment shall be moved or considered until the first amendment has been disposed of.

16.5 Substantive Motion

If an amendment to a substantive motion is carried, the motion as amended shall then be submitted as the substantive motion, and shall become the question before the council upon which any member may speak and any further amendment may be moved.

16.6 Repetition of Motions

No motion or amendment shall be proposed which is the same in substance as a motion or amendment which has been resolved during the same sitting of the council, except by agreement of the majority of councillors present.

16.7 Consent of Secunder Required to Accept Alteration of Wording

The mover of a substantive motion may not alter the wording of the motion without the consent of the seconder.

16.8 Withdrawal of Motion and Amendments

Council may, without debate, grant leave to withdraw a motion or amendment upon request of the mover of the motion or amendment and with the approval of the seconder provided that there is no voice expressed to the contrary view by any councillor, in which case discussion on the motion or amendment shall continue.

16.9 Limitation of Withdrawal

Where an amendment has been proposed to a substantive motion, the substantive motion shall not be withdrawn, except by consent of the majority of members of the council present, until the amendment proposed has been withdrawn or lost.

16.10 Authority for Withdrawal

A motion or amendment to a motion shall not be withdrawn in the absence of any member of the council who proposed it, except with their written authority.

16.11 Right of Reply

16.11.1 The mover of a substantive motion shall have the right of reply. After the mover of the substantive motion has commenced the reply, no other member of the council shall speak on the question.

16.11.2 The right of reply must be confined to rebutting arguments raised by previous speakers and no new matter may be introduced.

16.12 Right of Reply Provisions

The right of reply shall be governed by the following provisions:

- (a) If there is no amendment to the substantive motion, the mover may reply at the conclusion of the discussion on the motion.
- (b) If there is an amendment, the mover of the substantive motion shall take the right of reply at the conclusion of the vote on any amendments.
- (c) The mover of any amendment does not have a right of reply.
- (d) Once the right of reply has been taken, there can be no further discussion, nor any other amendment and the substantive motion as amended is immediately put to the vote.

16.13 Motions and Amendments—to be in Writing

Every substantive motion or amendment, but not procedural motions, shall be written and shall be signed by the proposer and provided to the mayor and the chief executive officer immediately upon being seconded.

16.14 Amendments To be Relevant

Every amendment shall be relevant to the motion upon which it is moved, and be framed to show precisely which words need to be deleted, added or altered.

16.15 Amendments Must Not Negate Original Motion

No amendment to a motion can be moved which negates the original motion or the intent of the original motion.

16.16 Mover of Motion Not to Speak on Amendment

On an amendment being moved, any member may speak to the amendment, except the person who moved the substantive motion who is only entitled to a right of reply except, that if the person who moved the substantive motion does choose to speak to the amendment, their right of reply is forfeited.

16.17 Question—When Put

When the debate upon any question is concluded and the right of reply has been exercised the mayor shall immediately put the question to the council, and, if so desired by any member of the council, shall again state it.

16.18 Question—Method of Putting

If a decision is not clear or in doubt, the mayor shall put the question as often as necessary to determine the decision from a show of hands before declaring the decision which shall be final unless a call for a recording of votes is received, as provided for in Clause 16.19 of these standing orders.

16.19 Recording of Votes

If a member of council or a committee specifically requests that there be recorded

- (a) his or her vote; or
- (b) the vote of all members present;

on a matter voted on at a meeting of the council or a committee, then the votes will be recorded in the minutes.

16.20 Revoking Decisions—When This Can Occur

16.20.1 A substantive motion may be revoked at any time provided that no action in relation to the resolution being rescinded has already occurred;

16.20.2 If a decision has been made at a council or a committee meeting then any motion to revoke or change the decision must be supported—

- (a) in the case where an attempt to revoke or change the decision has been made within the previous three months but had failed, by an absolute majority; or
- (b) in any other case, by at least one third of the number of offices (whether vacant or not) of members of the council or committee,

inclusive of the mover.

16.20.3 If a decision has been made at a council or a committee meeting then any decision to revoke or change the first-mentioned decision must be made

- (a) in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority, by that kind of majority; or
- (b) in any other case, by an absolute majority.

16.20.4 This clause does not apply to the change to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

17. POINTS OF ORDER

17.1 Points of Order—When to Raise—Procedure

Upon a matter of order arising during the progress of a debate, any member of the council may raise a point of order including interrupting the speaker. Any member of the council who is speaking when a point of order is raised, shall immediately sit down while the mayor listens to the point of order.

17.2 Points of Order—Definitions

Rising to express difference of opinion or to contradict a speaker shall not be recognised as raising a point of order, but the following shall be recognised as valid points of order:

- (a) That the discussion is of a question not before the council.
- (b) That offensive or insulting language is being used.
- (c) Drawing attention to the violation of any local law or standing order of the council, providing that the member rising to the point of order shall state the local law or standing order believed to be breached.

17.3 Points Of Order—Ruling

The mayor shall give a decision on any point of order after the point has been raised by either upholding or rejecting the point of order.

17.4 Points of Order—Ruling Conclusive, Unless Dissent Motion is Moved

The ruling of the mayor upon any question of order shall be final, unless a majority of the members of the council support a motion of dissent with the ruling.

17.5 Points of Order—Motion Against Ruling Procedure

An objection having been taken to the ruling of the mayor, the councillor so objecting may immediately move dissent with the ruling. Should the motion be seconded, it shall be put to the vote immediately and the result of the vote, whether in support of the ruling or otherwise, shall determine the action of the council.

17.6 Points of Order Take Precedence

Notwithstanding anything contained in these standing orders to the contrary, all points of order take precedence over any other discussion and until decided, suspend the consideration and decision of every other question.

18. ADJOURNMENT OF MEETING

18.1 Meeting May be Adjourned

The council may, upon a motion moved and seconded, adjourn any meeting to a later hour of the same day, or to any other time not more than seven days from the date of the adjournment.

18.2 Notice of Adjourned Meeting

When a meeting is adjourned, if time permits, notice of the adjourned meeting shall be forwarded to each member in the manner provided in Clause 2.

18.3 Business at Adjourned Meeting

At an adjourned meeting, no additional business shall be discussed except that which was on the original notice paper for that meeting.

18.4 Limit to Moving Adjournment of Council

No member of the council shall be allowed to move or second more than one motion of adjournment during the same sitting of the council.

18.5 Unopposed Business—Motion for Adjournment of Council

On a motion for the adjournment of the council, the mayor, before putting the motion, may seek leave of the council to proceed to the transaction of unopposed business.

18.6 Withdrawal of Motion for Adjournment of Council

A motion or an amendment relating to the adjournment of the council may be withdrawn by the mover, with the consent of the seconder, except that if any councillor objects to the withdrawal, the motion must continue to be debated.

19. PERSONAL EXPLANATION

19.1 Personal Explanation

No member of the council shall speak, except upon the question before the council, unless it is to make a personal explanation. Any member of the council who is permitted to speak under these circumstances must confine the observations to a succinct statement relating to a specific part of the former speech which may have been misunderstood. When a member of the council rises to explain, no reference shall be made to matters unnecessary for that purpose.

19.2 Personal Explanation—When Heard

A member of the council wishing to make a personal explanation of matters referred to by any member of the council then speaking shall be entitled to be heard immediately, if the member of the council then speaking consents at the time, but if the member of the council who is speaking declines to give way, the explanation must be offered at the conclusion of that speech.

19.3 Ruling on Questions of Personal Explanation

The ruling of the mayor on the admissibility of a personal explanation shall be final unless a motion of dissent with the ruling is moved before any other business proceeds.

20. COMMITTEES OF COUNCIL

20.1 Committees

Committees of the council shall operate in accordance with the Act and its regulations.

20.2 Standing Orders To Apply To Committees

These standing orders shall apply generally to the proceedings of committees of the council except that the requirement for members to speak only once shall not be applied in meetings of committees.

21. ADMINISTRATIVE MATTERS

21.1 Copies of Acts and Standing Orders and Papers to Members of the Council

The chief executive officer shall provide to each member of the council as soon as convenient after being elected to office, a copy of the Acts and local-laws regulating and governing the administration of the district.

21.2 Custody and Use of Common Seal

The chief executive officer shall have charge of the common seal of the council, and shall be responsible for the safe custody and proper use of it.

21.3 Seal Not to be Improperly Used

Except as required by law, or in the exercise of the express authority of the council, the chief executive officer shall not use the common seal of the council.

21.4 Custody of Corporate Property

The custody of all property whatsoever belonging to, or held in trust by the council shall be in the chief executive officer, who shall be responsible to the council therefore.

21.5 Suspension of Standing Orders

- (a) The mover of a motion to suspend any Standing Order or Orders shall state the clause or clauses of the Standing Order or Orders to be suspended.
- (b) A motion to suspend, temporarily, any one or more of the standing orders regulating the proceedings and business of the council must be seconded, but the motion need not be presented in writing.

21.6 Cases not Provided for in Standing Orders

In cases of procedure where these standing orders and the Act are silent, rulings shall be determined according to a recognised authoritative book on meeting procedure as determined by the council from time to time. The mayor shall decide all other questions of order, procedure, debate or otherwise where the approved authority has no provision, or insufficient provision.

21.7 Penalty for Breach of Standing Orders

Any person guilty of any breach of these standing orders or any of the provisions hereof, shall be liable to a penalty not exceeding \$1,000.00.

21.8 Duty of Chief Executive Officer

It is the duty of the chief executive officer to draw the attention of the council to any breach or likely breach of these standing orders even if it requires interrupting any person speaking, including the mayor."

Dated this 25th day of September 1996.

The Common Seal of the Town of Cottesloe is hereunto affixed by authority of a resolution of Council in the presence of—

JULIAN F. DONALDSON, Mayor.
JAN M. GRIMOLDBY, Town Clerk/Chief Executive Officer.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG305*

LOCAL GOVERNMENT ACT 1960 & 1995

Town of Cottesloe

BY-LAW NO. 44 RELATING TO TRADING IN STREETS AND PUBLIC PLACES

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned municipality hereby records having resolved on the 27th day of May, 1996 to make and submit for confirmation by the Governor the following By-law:

1. In this By-law unless the context otherwise requires—
 - “Act” means the Local Government Act 1960 and includes any Act amending or re-enacting that Act for the time being in force.
 - “Council” means the Council of the municipality of the Town of Cottesloe.
 - “district” means the municipality of the Town of Cottesloe.
 - “licensed area” means the area of the street approved by Council and shown on plans forming part of the licence in which it is proposed to trade goods wares, merchandise or services, delineated by a line in a colour contrasting with that of the background.
 - “stall” has the meaning ascribed in Section 242 of the Act.
 - “trading” has the meaning ascribed in Section 244 of the Act.
 - “unobstructed” means a clear path of travel for pedestrian movement of not less than 1000mm, or as otherwise required by the approving authority.

Other words and expressions used in this By-law have the meanings given to them respectively in and for the purposes of the Act.
2. This By-law shall not apply to the selling or offering for sale of newspapers or magazines unless they are sold or offered for sale from a stall.
3. No person shall carry on trading in any street or public place unless that person—
 - (a) is acting in compliance with the requirements, terms and conditions of a current licence issued under this By-law and for which all fees and charges have been paid; and
 - (b) is the holder of a valid licence or is an assistant specified in a valid licence.
4. An application for a licence shall be in writing and shall—
 - (a) include the full name and address of the applicant;
 - (b) specify the proposed number and the names and addresses of assistants to be engaged by the applicant in trading pursuant to the licence;
 - (c) specify the location for which the licence is sought and detail the area required;
 - (d) be accompanied by an accurate plan and description of any proposed stand, table, structure or vehicle which may be used for trading;
 - (e) be accompanied by details in respect of public liability insurance of not less than \$1 million in the form of a letter or cover note from an insurance company or their agent.
 - (f) specify the proposed days and hours of trading;
 - (g) specify the proposed goods, wares, merchandise or services in respect of which trading will be carried out.

5. The Council may refuse to issue a licence if—
 - (a) the applicant has committed a breach of clauses 3, 9, or 10 of this By-law;
 - (b) the proposed activity or place of trading is in the opinion of Council undesirable;
 - (c) the proposed stand, table, structure or vehicle is in the opinion of Council unsuitable in any respect to the location for which the licence is sought;
 - (d) the needs of the district or the portion thereof for which the licence is sought are in the opinion of Council adequately catered for.
6. An application for a licence shall be in the form of the First Schedule.
7. An approved licence shall be in the form of the Second Schedule.
8. No licensee or assistant specified in a licence shall—
 - (a) engage in or permit any trading in any goods, wares, merchandise or services other than those specified in the licence;
 - (b) cause or permit or suffer any nuisance to exist, arise or continue on or from the area specified in the licence;
 - (c) deposit, place or store any goods, wares or merchandise on any street or other public place other than on the place to which the licence applies;
 - (d) create any noise or disturbance to the annoyance of nearby occupants or passers-by;
 - (e) prevent the free passage of pedestrians on any footpath or roadway, except within the area defined as the "licensed area" for the purpose of this licence.
9. A licensee shall not—
 - (a) in trading use or employ or permit to be used or employed at any one time more than the maximum number of assistants specified in the licence; or
 - (b) transfer, assign or otherwise dispose of the licence, except with the approval of the Council.
10. A licensee shall—
 - (a) personally attend at the place specified in the licence at all times when trading is conducted on or from that place;
 - (b) keep the place and any stand, table, structure or vehicle specified in the licence in a clean and safe condition and in good repair;
 - (c) keep the place and any stand, table, structure or vehicle specified in the licence free from trade refuse and other refuse and rubbish;
 - (d) on demand produce the licence to any authorised officer of the Council or any police officer;
 - (e) unless with the written approval of the Council to the contrary, remove the stand, table, structure or vehicle and all of the goods, wares, merchandise and signs from the place to which the licence applies and leave that place clean and vacant in all respects—
 - (i) at the conclusion of the permitted hours of operation specified in the licence;
 - (ii) whenever not trading on the place to which the licence applies.
 - (f) provide at all times an unobstructed clear path of travel for pedestrians as indicated on the approved plan.
11. A licence is valid for the period between the date of issue and the 30th day of June next or until its revocation pursuant to this By-law whichever is the earlier.
12. Provided that if the licence for any year shall commence on or after the 1st day of January in any year, then the applicant shall be required to pay only one half of the prescribed annual fee for that year to 30th June.
13. (a) A licensee may, before the expiration of a licence, apply to Council for the transfer of a licence.
 - (b) an application for the transfer of a licence shall be—
 - (i) made in the form prescribed in Schedule 3;
 - (ii) signed by the licensee and the proposed transferee; and
 - (iii) forwarded to the Chief Executive Officer together with the fee prescribed in Schedule 4.
14. The Council may revoke a licence if—
 - (a) the licensee or assistant specified in a licence commits an offence against clauses 3, 9 or 10 of this By-law; or
 - (b) the Council or a Crown agency, instrumentality or department requires access to the place to which a licence applies for the purpose of carrying out works on, over or under that place.
15. Where a licence is revoked the Council shall if requested provide the licensee with written reasons for the revocation.

- 16. Where a licence is revoked under—
 - (a) clause 14(a) of this By-law, the licensee shall not be entitled to any refund of any fee or charge paid to the Council in respect thereof.
 - (b) clause 14(b) of this By-law the Council shall refund the charge paid in respect thereof having first deducted the charge applicable to the period from the date of issue of the licence to the date of revocation.
- 17. Any person who contravenes or fails to comply with any provisions of clauses 3, 9 or 10 of this By-law commits an offence and is liable on conviction to a maximum penalty of one thousand dollars (\$1,000.00) plus a maximum daily penalty during the breach of fifty dollars (\$50.00) per day.

TOWN OF COTTESLOE
 BY-LAW NO. 44 RELATING TO TRADING IN STREETS & PUBLIC PLACES
FIRST SCHEDULE
 APPLICATION FOR LICENCE

1. Full name, address and telephone number of applicant:
 - (Full Name)
 - (Address)
 - (Phone No.)
 Details of Licensee (if different from applicant above):
 - (Full Name)
 - (Address)
 2. Description of location in respect of which trading is to be carried out:
 -
 -
 3. Specify proposed goods, wares, merchandise or services in respect of which trading will be carried out:
 -
 4. Full Name/s and address/es of Assistant/s who may be engaged in trading:

Full Name	Address
 5. Proposed days and hours of trading:
 -
 -
 6. Duration of Licence:
 7. Attachments:
 - (a) Two copies of a plan and specification of the proposed trading area showing:
 - (i) The address, location, dimensions of the proposed trading area, the building, kerbline and any objects and structures on the street;
 - (ii) The position of all objects and structures proposed to be provided in the trading area.
 - (b) Written particulars of arrangements made in respect of public liability insurance of not less than \$1 million.
-
 Applicant's Signature Date

TOWN OF COTTESLOE
 BY-LAW NO. 44 RELATING TO TRADING IN STREETS & PUBLIC PLACES
SECOND SCHEDULE
 LICENCE

1. Full name and address of licensee:
2. Date of issue of licence:

- 3. Date of expiration of licence:
- 4. Requirements, Terms and Conditions:
 - (a) Location and description of the licensed area to which the licence applies:
 -
 -
 - (b) Description of stand, table, structure or vehicle to be used by the licensee:
 -
 -
 - (c) Particulars of the goods, wares, merchandise or services in respect of which trading may be carried out:
 -
 -
 - (d) Full name and address of assistants who may be engaged in trading:
 -
 -
 -
 - (e) The permitted days and hours when trading may be carried on:
 - (f) Other requirements, terms or conditions applicable to this licence:
 -
 -
 -

.....
CHIEF EXECUTIVE OFFICER

TOWN OF COTTESLOE
 BY-LAW NO. 44 RELATING TO TRADING IN STREETS & PUBLIC PLACES
THIRD SCHEDULE
 APPLICATION FOR TRANSFER OF A LICENCE

To: Chief Executive Officer
Town of Cottesloe

- 1. I,.....
(full name in block letters)
- 2. of.....
(full residential address)
- 3. apply for transfer of the licence to trade in streets and public places in respect of premises known as:
.....
- 4. and situated at:
.....
- 5. The licence was issued to
.....
(full name of current licence holder)
- 6. of.....
(full residential address)
- 7. on theday of..... 19 ..., for the period ending 30th June, 19.....

.....
(Signature of Applicant)

I hereby consent to the transfer of the above licence to trade in streets and public places.

.....
(Signature of Current Licensee)

Dated theday of19

TOWN OF COTTESLOE
BY-LAW NO. 44 RELATING TO TRADING IN STREETS & PUBLIC PLACES
FOURTH SCHEDULE

CHARGES

Charges will be assessed in accordance with the following table:

1. For a licence for—	
(a) One (1) week or part thereof.....	\$50.00
(b) One (1) month or part thereof	\$200.00
(c) One (1) year \$500.00 plus \$25.00 per m ² on excess of 5m ² of the area approved in the licence.	
2. Transfer of a licence	\$30.00

Dated this 25th day of November 1996.

The Common Seal of the Town of Cottesloe is hereunto affixed by authority of a resolution of Council in the presence of—

JULIAN F. DONALDSON, Mayor.
JAN M. GRIMOLDBY, Town Clerk/Chief Executive Officer.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG306

LOCAL GOVERNMENT ACT 1960

Municipality of the Shire of Ashburton

PARKING FACILITIES BY-LAWS

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the twentieth day of June, 1995, to make and submit for confirmation by the Governor the following By-laws:

From the date of coming into operation of these By-laws all previous By-laws relating to parking and use of vehicles on streets and reserves made and in force in the district of the Municipality including the By-laws made by virtue of the resolution of the Council of the Municipality of the Shire of Ashburton adopting Draft Model By-laws (Removal and Disposal of Obstructing Animals or Vehicles) Number 7, notice of which appeared in the *Government Gazette* of 3 April 1964 and Shire of Ashburton By-laws Relating to Parking Facilities published in the *Government Gazette* of 30 October 1987 and amended as published in the *Government Gazette* of 12 October 1990 are hereby revoked.

Part 1—Definition and Operation

1. These By-laws may be cited as Shire of Ashburton Parking Facilities By-laws.
2. Interpretation:
 - (1) In these By-laws unless the context otherwise requires “Act” means the Local Government Act 1960
 - “authorised officer” means an Officer of the Council authorised by the Council to perform duties in accordance with these By-laws;
 - “authorised person” means a person authorised by the Council to remove vehicles pursuant to these By-laws;
 - “authorised vehicle” means a vehicle authorised by the Council, Shire Clerk, Authorised Officer, Inspector or by any Act to stand on a road;
 - “bus” means an omnibus within the meaning of the Road Traffic Act;
 - “by-law” means one of these by-laws;

“caravan” means a vehicle that is fitted or designed to allow human occupation and includes a vehicle to be drawn by another vehicle and vehicles capable of self-propulsion;

“carriageway” means a portion of road that is improved, designed or ordinarily used for vehicular traffic, and includes the shoulders and areas, including embayments, at the side or centre of the carriageway, used for the standing or parking of vehicles; and, where a road has two or more of those portions divided by a median strip, the expression means each of those portions, separately;

“Council” means the Council of the Municipality of the Shire of Ashburton;

“district” means the district of the Municipality;

“driver” means any person driving or in control of a vehicle;

“footway” includes every footpath, lane or other place intended for use by pedestrians/cyclists or habitually used by pedestrians/cyclists and not by vehicles (other than bicycles);

“Median Strip” means a physical provision other than lines dividing a road to separate vehicular traffic proceeding in opposite directions or lines to separate one-way carriageways for vehicles proceeding in opposing directions;

“motorcycle” means a motor vehicle that has two wheels or, where a sidecar is attached thereto, has three wheels;

“Municipality” means the Municipality of The Shire of Ashburton;

“no parking area” means a portion of road that lies—

(a) between two consecutive white signs inscribed with a symbol or the words “No Parking” in red lettering, and each with an arrow pointing generally towards the other of them; or

(b) between a white sign inscribed with a symbol or the words “No Parking” in red lettering and a dead end or an area in which standing is prohibited and that lies in the general direction indicated by an arrow inscribed on the sign;

“no standing area” means a portion of a road that lies—

(a) between two consecutive signs inscribed with a symbol or the words “No Standing” in red lettering on a white background or with the words “No Standing” in white lettering on a red background, and each with an arrow pointing generally towards the other of them; or

(b) between a sign inscribed with a symbol or the words “No Standing” and a dead end or an area in which standing is prohibited and that lies in the general direction indicated by an arrow inscribed on the sign;

“notice” means a notice in the form of Forms 1,2,3 and 4 of the Second Schedule issued pursuant to by-law 39 of these By-laws;

“obstruction” means a vehicle which is parked in any portion of a public place wherein vehicles may not lawfully be parked, is deemed to be causing an obstruction;

“occupier” has the meaning given to it by the Act;

“owner” where used in relation to a vehicle means the person who is the registered holder of the requisite vehicle licence under the Road Traffic Act in respect of that vehicle as detailed and supplied by the Western Australian Police Department, Traffic Licensing and Services Centre, or, if the vehicle is not licensed under the Act, the person who owns the vehicle or is entitled to its possession; and where used in relation to land has the meaning given to it by the Act;

“park” means to permit a vehicle, whether attended or not, to remain stationary, except for the purpose of avoiding conflict with other traffic, of complying with the provisions of any law or of immediately taking up or setting down persons or goods; and “parking” has a correlative meaning;

“parking area” means a portion of a carriageway—

(a) between two consecutive white signs inscribed with a symbol or the word “Parking” in green lettering, each with an arrow pointing generally towards the other of them; or

(b) extending from a white sign inscribed with a symbol or the word “Parking” in green lettering in the general direction indicated by the arrow inscribed on the sign, to any other sign inscribed with words “No Parking” or “No Standing”, in red lettering, or to a dead end or an area in which the parking or standing of vehicles is prohibited and is that half of the carriageway of the road nearest to the sign;

“parking facilities” includes land, buildings, shelters, parking stalls and other facilities open to the public generally for the parking of vehicles with or without charge and signs, notices and facilities used in connection therewith;

“parking region” means that portion of the district of the Municipality that is constituted a parking region pursuant to the First Schedule to these By-laws;

“parking stall” means a section or part of a street which is marked or defined by painted lines or by metallic studs or similar devices for the purpose of indicating where a vehicle may stand or be parked, whether on payment of a fee or charge or otherwise;

“parking station” means any land, building or other structure provided for the purpose of accommodating vehicles with or without charge, but does not include a private garage;

“property line” means the lateral boundary of a road;

“public place” has the meaning given to it by the Act;

“Ranger” means a Senior Ranger, Ranger, Inspector or Authorised Officer appointed by the Council to enforce these By-laws;

“reserve” means public reserve as defined in the Act;

“road” means a highway, road, street, lane, thoroughfare or similar place which the public are allowed to use, and includes all of the land lying between the property lines including the street verge and footpath appurtenant thereto and which is within the parking region;

“Road Traffic Act” means the Road Traffic Act 1974 as amended from time to time;

“sign” means a traffic sign, mark, structure or device approved by the Council on which are shown words, numbers, expressions or symbols, placed on or near a road, within a parking station, or reserve under the care, control or management of the Council, for the purpose of prohibiting, regulating, guiding, directing, or restricting the standing or parking of vehicles”

“specified place” means a yard or other piece of land set aside by the Council as a place to which obstructing or trespassing vehicles may be removed;

“stand” in relation to a vehicle, means to stop a vehicle and permit it to remain stationary, except for the purpose of avoiding conflict with other traffic or of complying with the provisions of any law; and “standing” and “stood” have correlative meanings ;

“street” has the same meaning as “road”

“street verge” means the portion of a road which lies between the boundary of a carriageway and the property line adjacent thereto;

“symbol” includes any symbol specified by Australian Standard 1742.11-1989, for use in the regulation of parking, any reference to the wording of any sign in these By-laws shall be also deemed to include a reference to the corresponding symbol;

“taxi” has the same meaning as taxi-car in the Road Traffic Act;

“trailer” means a vehicle (not including a semi-trailer) drawn by another vehicle but not including a sidecar attachment to a motorcycle or any vehicle that comes within the description of a caravan; and

“vehicle” includes a vehicle which comes within the interpretation of that expression in the Road Traffic Act which includes commercial vehicle which comes within the description of a motor wagon in the First Schedule to the Road Traffic Act.

(2) For the purposes of the application of the definitions “no parking area”, “no standing area”, and “parking area” an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.

3. (1) These By-laws apply to the parking region, all parking stations and parking facilities in the parking region other than a parking facility or parking station that—

- (a) is not owned, controlled or occupied by the Municipality, or
- (b) is owned by the Municipality but is leased to another person.

(2) A sign that—

- (a) was erected by the Commissioner of Main Roads WA prior to the coming into operation of these By-laws within the district; and
- (b) relates to the parking or standing of vehicles within the parking region;

shall be deemed for the purposes of these By-laws, to have been erected by the Council under the authority of these By-laws.

4. For the purpose of these By-laws vehicles are divided into classes as follows—

- (a) buses;
- (b) commercial vehicle including any other vehicle (not being a trailer or a vehicle to which a trailer is attached) constructed primarily for conveyance therein or thereon of goods;
- (c) motorcycles and bicycles;
- (d) taxis;
- (e) all other vehicles not otherwise classified.

5. Whether under these By-laws the standing or parking of vehicles in a street is controlled by a sign that sign shall be read as applying to that part of the street which—

- (a) lies beyond the sign; and
- (b) lies between the sign and the next sign beyond that sign; and
- (c) is that side of the carriageway of the street nearest to the sign.

6. The portion of the district of the Municipality that is defined in the First Schedule is hereby constituted as a parking region to which these By-laws apply.

Part 2—Parking Stalls and Parking Stations

7. Subject to section 231(3) of the Act, a discretionary authority is conferred on the Council by resolution to constitute, determine and vary, and also indicate by signs from time to time—

- (a) parking stalls;
- (b) parking stations;
- (c) permitted times and conditions of parking in parking stalls and parking stations depending on and varying with locality;
- (d) permitted classes of vehicles to park in parking stalls and parking stations; and
- (e) the manner of parking in parking stalls and parking stations, but that discretionary authority shall not be exercised in a manner inconsistent with the provision of these By-laws.

8. A person shall not stand a vehicle in a parking stall in a street otherwise than—

- (a) parallel to the kerb and as close thereto as practicable;
- (b) wholly within the stall; and
- (c) headed in the direction of the movements of traffic on the side of the street on which the stall is situated, but where a parking stall is set out otherwise than parallel to the kerb the provisions of this by-law, other than paragraph (b), do not apply.

9. Unless otherwise directed by a Ranger a person shall not park a vehicle in a parking station otherwise than wholly within a parking stall.

10. (1) A person shall not—

- (a) stand a vehicle so as to obstruct an entrance to, an exit from, or a roadway, within, a parking station or beyond the limits of any defined row within a parking station;
- (b) stand a vehicle except with the permission of the Council or a Ranger on any part of a parking station, whether or not that part is marked as a parking stall, if a sign is exhibited prohibiting the standing of vehicles thereon;
- (c) permit a vehicle to stand on any part of a parking station, whether or not that part is marked as a parking stall, if a Ranger directs the driver of such vehicle to move the vehicle;
- (d) stand or attempt to stand a vehicle in a parking stall in which another vehicle is standing but this paragraph does not prevent the parking of a motorcycle and a bicycle together in a stall marked "M/C";
- (e) permit a vehicle to stand in a parking stall which is at the time set aside for use by commercial vehicles unless the vehicle is a commercial vehicle and a person is actively engaged in loading or unloading goods to or from that vehicle; and
- (f) permit a vehicle to stand in a parking stall which is set aside for use by buses except for the purpose of taking up or setting down passengers to or from the vehicle.

(2) In paragraph (e) of the sub-by-law (1) "goods" means an article, or collection of articles weighing at least 15kg of which the content is at least .2m³.

(3) A parking stall is set aside for use by commercial vehicles if there is a sign thereto marked "Loading Zone".

Part 3—Standing and Parking Generally

11. Subjection to section 231(3) of the Act, a discretionary authority is conferred on the Council by resolution to constitute, determine and vary, and also indicate by signs, from time to time—

- (a) prohibitions; and
- (b) regulations and restrictions of parking and standing of vehicles of a specified class or of specified classes in all streets or specified streets or in specified parts of streets or reserves at all times or specified times but that discretionary authority shall not be exercised in a manner inconsistent with the provisions of these By-laws.

12. (1) A person shall not stand a vehicle in a street or part of a street, or part of a parking station—

- (a) which is by a sign thereon or adjacent or referable thereto set apart for the standing of vehicles of a different class; or

- (b) if by such a sign the standing of vehicles is prohibited or restricted during a period or periods, during that period or periods; or
 - (c) if by such a sign the standing of vehicles is permitted for a specified time, for longer than that time.
- (2) A person shall not stand a vehicle—
- (a) in a no standing area;
 - (b) in a parking area, except in a manner indicated by the inscription on the sign or signs associated with the parking area and parking stalls except as provided in these By-laws with reference to the parking stalls;
 - (c) in a parking area contrary to any limitation in respect of days, periods of the day, classes of persons or classes of vehicles indicated by the inscription on the sign or signs associated with the area; or
 - (d) in a defined area marked “M/C”, unless it is a motorcycle without a sidecar or bicycle.
- (3) A person shall not park a vehicle in a no parking area.
- (4) A person shall not park a vehicle in any portion of a street for the purposes of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a road.
- (5) A person shall not stand on a motorcycle without a sidecar or a bicycle in a parking stall unless the traffic sign “M/C” is marked on that stall.
- (6) A person shall not, without the permission of the Council, Shire Clerk, Authorised Officer or a Ranger, stand a vehicle in an area designated by signs “Authorised Vehicles Only”.
13. Subject to the provisions of by-law 14 a person standing a vehicle on a carriageway shall stand it—
- (a) on a two-way carriageway, so that it is near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the road on which the vehicle is standing;
 - (b) on a one-way carriageway and headed in the direction of the movement of traffic;
 - (c) so that at least three metres of the width of the carriageway between the vehicle and the farther boundary of the carriageway or between it and a vehicle standing on the far side of the carriageway, is available for the passage of other vehicles;
 - (d) so that it is not less than 1.2 metres from any other vehicle, except a motorcycle or a bicycle parked in accordance with these By-laws;
 - (e) so that it does not cause undue obstruction on the carriageway; and
 - (f) so that it is entirely within the confines of any parking stall marked on the carriageway.
14. (1) A person shall not stand a vehicle partly within and partly outside a parking area.
- (2) Where the traffic sign or signs associated with a parking area are not inscribed with “Angle Parking”; then
- (a) where the parking area is adjacent to the boundary of a carriageway a person standing a vehicle in the parking area shall stand it as near as practicable to and parallel with, that boundary; and
 - (b) where the parking area is at or near the centre of the carriageway, a person standing a vehicle in that parking area shall stand it approximately at right angles to the centre of the carriageway, unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles are to stand in a different position.
- (3) Where a traffic sign associated with a parking area is inscribed with the words “Angle Parking” a person standing a vehicle in the parking area shall stand the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway surface.
- (4) In sub-by-law (3) of this by-law (“vehicle” means a car or motor wagon (utility type up to 3 tonnes gross).
- (5) Sub-by-law (3) of this by-law does not apply to a person standing a motorcycle or bicycle in a parking area.
15. (1) A person shall not stand a vehicle so that any portion of the vehicle is—
- (a) between any other standing vehicles and the centre of the carriageway;
 - (b) on or adjacent to a median strip;
 - (c) obstructing a right-of-way, passage or private drive or carriageway or so close thereto as to deny vehicles reasonable access to or egress from the right-of-way, passage or private drive or carriageway;
 - (d) in front of a footway constructed across a reserve;
 - (e) alongside, or opposite, an excavation in, or obstruction on, the carriageway, if the vehicle would thereby obstruct traffic;
 - (f) on, or within 9 metres of, any portion of a carriageway bounded on one or both sides by a traffic-island;

- (g) on or over any footway; pedestrian crossing or cycleway;
 - (h) on a bridge or other elevated structure or within a tunnel or underpass;
 - (i) between the boundaries of a carriageway, and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of the carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line; and
 - (j) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway.
- (2) A person shall not stand a vehicle so that any portion of the vehicle is—
- (a) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug; or
 - (b) within 3 metres of a public letter pillar box, unless the vehicle is being used for the purpose of collecting postal articles from the pillar box.
- (3) A person shall not stand a vehicle so that any portion of the vehicle is within 6 metres of the nearer property line of any road intersecting the road on the side which the vehicle is standing.
- (4) A person shall not stand a vehicle so that any portion of the vehicle is within 9 metres of the departure side of—
- (a) a sign inscribed with the words or symbol “Bus Stop” or “Hail Bus Here” unless the vehicle is a bus stopped to take up or set down passengers; or
 - (b) a children’s crossing established on a two-way carriageway.
- (5) A person shall not stand a vehicle so that any portion of the vehicle is within 18 metres of—
- (a) the approach side of a sign inscribed with the words or symbol “Bus Stop” or “Hail Bus Here”, unless the vehicle is a bus stopped to take up or set down passengers;
 - (b) the approach side of a pedestrian crossing or childrens crossing; or
 - (c) the nearest rail of a railway level crossing.
- (6) A person shall not stand a vehicle so that any portion of the vehicle is on a street verge if a sign on, adjacent or referable thereto, indicates otherwise.
- (7) A person shall not stand a vehicle so that any portion of that vehicle is on a street verge unless he is the occupier of the premises adjacent to the street verge or is a person authorised by the occupier of those premises.
16. A person shall not permit a vehicle to stand in any part of a street if a Ranger or member of the Police Force directs the driver of the vehicle to move it.
17. (1) A Ranger may mark the tyres of a parked vehicle with chalk or any other non-indelible substance for a purpose connected with or arising out of his duties and powers.
- (2) A person shall not remove a mark made by a Ranger so that the purpose of the affixing of such a mark is defeated or likely to be defeated.
18. (1) A vehicle having been parked in a street or in an area whereby a sign stating the standing of vehicles is permitted for a limited time a person shall not—
- (a) move it to any position within the same parking area;
 - (b) by arrangement with any person either exchange the space used by the vehicle for space in the same or another area used by another vehicle or occupy a space in the same or another area previously occupied by another vehicle;
so that the total time of parking exceeds the maximum time allowed for parking in the space first occupied by the vehicle.
- (2) A vehicle having been parked in a street where street parking is restricted as to time a person shall not park the vehicle again in the street on that day unless it has first been removed from the street for at least two hours.
19. (1) A person shall not park a vehicle or any combination of vehicles that together with any projection on, or load carried by the vehicle or combination of vehicles is more than 8 metres in length, on a carriageway for a period exceeding one hour.
- (2) Nothing in this by-law mitigates the limitations or conditions imposed by any other by-law or by any traffic sign relating to the parking or standing of vehicles.
20. A person shall not—
- (a) allow a commercial vehicle to remain stationary on a street verge for more than one hour consecutively in a day unless in between each period that the commercial vehicle is parked or allowed to remain stationary in the street, it has been removed from the street for at least 2 hours; or
 - (b) on a street verge, repair, service or clean a vehicle other than in accordance with by-law 12(4);
 - (c) park a vehicle on any portion of a street—
 - (i) if that vehicle is not licensed under the Road Traffic Act;
 - (ii) if the vehicle is a trailer or caravan;
 - (iii) if that vehicle is exposed for sale.

21. (1) A person shall not park or stand a vehicle within the parking region on land that is not a street or a parking facility without the consent of the owner or occupier of the land.

(2) For the purposes of this by-law where the owner or occupier of land has erected signs on portion of the land set aside for the parking of vehicles displaying restrictions concerning the classes of person who may stand or park vehicles or the time within which vehicles may be stood or parked on that portion of land a person who stands or parks a vehicle otherwise than in compliance with the sign shall be deemed not to have the consent of the owner or occupier of land so to stand or park the vehicle.

22. (1) A person except an employee of the Council in the course of his duties shall not drive or park a vehicle upon or over any portion of a reserve other than a paved area specifically set aside for that purpose.

(2) A person shall not park a vehicle on any part of a reserve, including any paved areas, for the purposes of conducting a business unless prior permission has been obtained from an authorised officer.

23. The Council, Shire Clerk, Authorised Officer or a Ranger may permit a person who requires space in an area whereby a sign states the standing of vehicles is permitted for a limited time, in order to carry out urgent, essential or official duties to occupy such space with a vehicle for a longer time than the maximum period prescribed by the sign or from time to time provided such permission does not contravene the Road Traffic Code and may prohibit the use of such space by any other vehicle during such time.

24. It shall be an offence for a person to drive a vehicle over barrier kerbing, semi-mountable kerbing or a footpath/cycleway other than where there is a properly constructed vehicular cross-over.

Part 4—Removal of Vehicles

25. A person shall not stand or park a vehicle so as to cause obstruction to traffic in a street or public place.

26. For the purposes of these By-laws a vehicle that is stood or parked in a portion of a street or public place where in vehicles may lawfully be stood or parked is not obstructing if it is so stood or parked in contravention of the limits as to time imposed by the Municipality with respect to that portion of the street or public place.

27. Where a Ranger, a member of the Police Force or an authorised person finds a vehicle stood or parked contrary to the provisions of by-laws 21 or 25 of these By-laws they may remove the vehicle to a specific place and may use such force as is necessary to enter the vehicle for the purpose of removing it.

28. The Council may appoint a person as an Authorised Person for the purposes of these By-laws.

29. Where an Authorised Person removes a vehicle to a specified place pursuant to these By-laws, they shall enter in a register to be provided by the Council for the purpose, details of the time and date, a description of the vehicle, and of the place from which it was removed and shall notify the Clerk of the Council.

30. The Shire Clerk shall exhibit on the noticeboard of the Council a notification that a vehicle therein described has been placed in the specified place and shall, unless the vehicle is sooner recovered, keep that notification exhibited for a period not less than 7 days.

31. A person may recover a seized vehicle from the specified place by paying to the Council—

- (a) the cost incurred by the Council in removing the vehicle thereto; and
- (b) the charge appearing in the Fourth Schedule for each day or part of the day that the vehicle has remained in the specified place,

and upon payment of that cost and charge the Clerk, if satisfied that the person is the owner of the vehicle or is a person entitled to possession of the vehicle, shall permit them to remove it.

32. Where a vehicle, placed in a specified place in accordance with the provisions of these By-laws, has not been recovered by the owner or person entitled thereto within one month from the day upon which it was placed there, the Council may cause the vehicle to be offered for sale by public auction or by public tender and accept the best offer made; but where no offer is made for the purchase of the vehicle, the Council may cause it to be disposed of.

33. A person is not entitled to make any claim, by way of damages or otherwise, against a Ranger, Authorised Person, member of the Police Force or the Municipality in respect of a vehicle removed and dealt with under the provisions of these By-laws or against any person who purchases a vehicle sold by the Council under the provisions of by-law 32 of these By-laws.

34. (1) The proceeds of the sale of a vehicle under the provisions of by-law 32 of these By-laws shall be applied by the Council—

- (a) first, in the meeting of the costs of sale; and
- (b) secondly, in meeting the costs of removal of the vehicle to the specified place, and the charge appearing in the Fourth Schedule for each day or part of a day that the vehicle remained in that place;

and those sums shall be paid into the Municipal Fund.

(2) Any surplus of the proceeds of the sale shall be paid by the Council into its trust fund, and may be paid to any person who satisfies the Council that he was the owner of the vehicle at the time of its sale by Council.

(3) Any surplus of the proceeds of the sale may, if not paid to the owner within 10 years, be paid into the Municipal Fund, subject to the condition that the Council shall repay it from that fund to a person claiming and establishing his right to the repayment.

(4) Any deficit that may occur, Council may seek reimbursement of that deficit in the Local Court.

Part 5—Miscellaneous

35. A Ranger shall be furnished with a certificate of his appointment in a form determined by the Council from time to time.

36. A person who is not a Ranger shall not in any way assume the duties of a Ranger.

37. A person shall not in any way obstruct or hinder a Ranger in the execution of his duty.

38. (1) A Ranger or member of the Police Force who finds a person committing or who on reasonable grounds suspects a person of having committed a breach of the provisions of these By-laws, may demand from the person his name and place of abode.

(2) A person who refuses to state his name and place of abode, or who states a false name or place of abode, on demand being so made, commits an offence against these By-laws.

39. (1) A notice served under subsection (2) of section 669C of the Act in respect of an offence alleged to have been committed against one of these By-laws shall be in or to the effect of Form 2.

(2) Subject to sub-by-law (3) of this by-law an infringement notice served under section 669D of the Act in respect of an offence alleged to have been committed against one of these By-laws shall be in or to the effect of Form 3.

(3) An infringement notice served under subsection (2) of section 669D of the Act in respect of an offence against one of these By-laws shall be in or to the effect of Form 1.

(4) A notice sent under subsection (5) of section 669D of the Act withdrawing an infringement notice served under that section in respect of an offence alleged to have been committed against one of these By-laws shall be in or to the effect of Form 4.

40. A person, other than the driver of the vehicle, shall not remove from the vehicle any notice thereto or left thereon by a Ranger or a member of the Police Force.

41. A person shall not—

(a) without the authority of the Council mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the Council under the authority of these By-laws;

(b) remove, deface or misuse a sign or property or any part thereof, or attempt to do any such acts; and

(c) without the permission of the Council affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign.

42. An inscription of a sign operates and has effect according to its tenor and a person contravening the direction of a sign commits an offence under these By-laws.

43. (1) A sign marked, erected, established, or displayed on or near a road is, in the absence of evidence to the contrary presumed to be a sign marked, erected, established or displayed under the authority of these By-laws.

(2) The first three letters of any day of the week when used on a sign indicate that day of the week.

(3) A sign associated with a no parking, no standing area or parking area or a sign of a kind referred to in these By-laws is limited in its operation and effect in respect of days, periods of the day, classes of persons, classes of vehicle, or circumstances to the extent, if any, shown on the sign.

44. Authorised Officers or Rangers appointed by the Municipality from time to time are hereby authorised by the Municipality to—

(a) carry into effect the provisions of these By-laws;

(b) report to the Council on the working effectiveness and functioning of these By-laws;

(c) recommend to the Council the institution of prosecutions; and

(d) institute and conduct prosecutions as directed by the Council or the Shire Clerk from time to time.

45. An Authorised Officer or Ranger in the course of their duties be exempt from these By-laws.

Part 6—Penalties

46. A person who commits or causes a breach of any provisions of these By-laws is on conviction liable to a penalty not exceeding eighty dollars (\$80).

47. The amount appearing in the final column of the Third Schedule directly opposite an offence described in the Schedule is the modified penalty for that offence if dealt with under section 669D of the Act.

48. A penalty for an offence against these By-laws (not being a modified penalty) may be recovered by the Council by taking proceedings against the alleged offender in a Court of Petty Sessions.

49. The Council shall cause adequate records to be kept of all infringement notices served and modified penalties received under section 669D of the Act in respect of offences against these By-laws.

First Schedule
Parking Region

The whole of the district of the Shire of Ashburton with the exception of—

- (a) the carriageway of—
- (1) Great Northern Highway
 - (2) North West Coastal Highway
 - (3) Nanutarra—Wittenoom Road
 - (4) Paraburdoo—Tom Price Road
 - (5) Onslow—Mt Stuart Road
 - (6) Pannawonica Road

any other streets that may from time to time come under the control of the Main Roads WA or the Police Traffic Department.

Second Schedule

Form 1

Shire of Ashburton

By-law Relating to Parking Facilities

Local Government Act 1960

Poinciana Street, Tom Price WA 6751

INFRINGEMENT NOTICE

To:

Ranger No.
Notice
Date of Service

You are hereby notified it is alleged on.....the.....day of.....at about.....you did..... in contravention of the provisions of by-law No..... of the Shire of Ashburton Parking Facilities By-laws.

The modified penalty prescribed for this offence is \$.....

If you do not wish to have a complaint of the above offence heard and determined by a Court you may pay the modified penalty within twenty-one days of the service of this notice.

Unless payment is made within twenty eight days of the date of the service of this notice Court proceedings may be instituted against you.

Payment may be made either by posting this form together with the amount of \$..... to the Shire Clerk, Shire of Ashburton or by delivering this form and paying the amount at the Administration Centre, Poinciana Street, Tom Price WA 6751, between 9.00 am to 4.00 pm Mondays to Fridays. If payment is not received within twenty-one (28) days of the date of this notice, it will be assumed that you wish to insist on your right to a Court Hearing, and Court proceedings will be issued against you in due course.

Second Schedule
 Form 2
 Shire of Ashburton
 By-laws Relating to Parking Facilities
 Local Government Act 1960
 Poinciana Street, Tom Price WA 6751
NOTICE REQUIRING OWNER OF VEHICLE TO IDENTIFY DRIVER

To:

Date
 Notice No.
 Ranger No.
 Registration No.
 Amount Due \$

It is alleged that the above vehicle did..... in contravention of the provisions of by-law No..... of the Shire of Ashburton Parking Facilities By-laws. You are hereby required to identify the person who was the driver or person in charge of the above vehicle at the time when the above offence is alleged to have been committed. Unless within twenty-one (28) days after the date of the service of this notice you—

- (a) inform the Shire Clerk of the Shire of Ashburton in writing as to the identity and address of the person who was the driver or person in charge of the above vehicle at the time of the offence; or
- (b) satisfy the Shire Clerk of the Shire of Ashburton that the above vehicle had been stolen or was being unlawfully used at the time of the above offence.

YOU WILL IN THE ABSENCE OF PROOF OF THE CONTRARY, BE DEEMED TO HAVE COMMITTED THAT ABOVE OFFENCE AND COURT PROCEEDINGS MAY BE INSTITUTED AGAINST YOU.

Second Schedule
 Form 3
 Shire of Ashburton

Received the amount printed below,
 Shire Clerk:

This document is not a receipt until the amount paid is printed by the Cash Register in the space below

Form 3

Shire of Ashburton
 Poinciana Street Tom Price WA 6751

Telephone No. 891 029

Second Schedule
 Local Government Act 1965

INFRINGEMENT NOTICE NO.

The Owner of vehicle No.	Make	
Type	Place	
Date	Time	am/pm

Your are hereby notified that it is alleged that you have committed a Breach of by-law No....., Shire of Ashburton Parking Facilities By-laws as indicated below by a cross (X)

.....

SIGNATURE OF AUTHORISED PERSON

If you do not wish to have a complaint of the above offence heard and determined by a Court you may pay the modified penalty within twenty-one (28) days after the date of the service of the notice.

Unless within twenty-one (28) days after the date of the service of this notice you—

- (a) inform the Shire Clerk, Shire of Ashburton in writing as to the identity and address of the person in charge of the above vehicle at the time of the offence; or
- (b) satisfy the Shire Clerk, Shire of Ashburton that the above vehicle had been stolen or was being unlawfully used at the time of the above offence,

YOU WILL IN THE ABSENCE OF PROOF TO THE CONTRARY, HE DEEMED TO HAVE COMMITTED THE ABOVE OFFENCE AND COURT PROCEEDINGS MAY BE INSTITUTED AGAINST YOU.

Payment may be made either by posting this form together with the amount mentioned above, to the Shire Clerk, Shire of Ashburton or by delivering this form and paying the amount at the Administration Centre, Poinciana Street, Tom Price WA 6751 between 9.00 am to 4.00 pm, Mondays to Fridays.

Second Schedule

Form 4

Shire of Ashburton

By-laws Relating to Parking Facilities

Local Government Act 1960

Poinciana Street, Tom Price WA 6751

WITHDRAWAL OF INFRINGEMENT NOTICE

To: _____ Date. _____
 Infringement Notice _____ Date. _____
 Modified Penalty _____ is hereby withdrawn
 Signature of Authorised Officer:

Third Schedule

Item No.	By-law	Nature of Offence	Modified Penalty
			\$
1	25	Obstruction of street or public place	50
2	12(2)(a)	No Standing Area	40
3	15(1)(j)	Parked on an intersection	40
4	15(3)	Within 6m of property line at an intersection	40
5	15(1)(a)	Double Parked	35
6	38(1)	Refusal of name and address	40
7	21(1)	Parked on Private Property	35
8	10(1)(a)	Obstruction of parking station	30
9	12(1)(a)	Parked in an area reserved for vehicles of a different class	30
10	12(1)(b)	Restricted Parking	30
11	12(2)(d)	Vehicle other than a motorcycle parked in an area marked for motorcycles	30
12	12(3)	No Parking Area	30
13	13(a)	Not close and parallel, facing wrong way, two-way carriageway	30
14	13(b)	Not close and parallel, facing wrong way, one-way carriageway	30
15	13(e)	Obstruction of carriageway	40
16	15(1)(c)	Obstruction of Entry	30
17	15(1)(g)	Parked on Footpath	35
18	15(6)	Verge parking in a prohibited area	30
19	14(4)&(5)	Standing in a bus stand	35
20	22(1)	Standing on public reserve	30
21	12(1)(c)	Parked longer than permitted	30
22	15(7)	Verge Parking without permission	30
23	24	Driving a vehicle across a footpath or kerbing	30
24	20(a)	Parking a commercial vehicle	30
25	20(c)	Parking a Trailer/Caravan on a street	30
26	16	Refusal to move vehicle	50
27		All other offences not specified in which the use of a vehicle is an element	25

Fourth Schedule
Seizure/Impounding Fees

For the impounding of a vehicle	\$80.00
For the seizure of a vehicle (towing fees)	\$40.00
For the recovery of a seized/impounded vehicle from an appointed place	\$10.00 per day for each day or part of each day

Dated this 5th day of July 1996.

The Common Seal of the Shire of Ashburton was duly affixed by Authority of Resolution of the Council in the presence of—

E. G. ROBBINS, President.
L. A. VICKERY, Shire Clerk.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council.

This 3rd day of December 1996.

J. PRITCHARD, Clerk of Council.

LG307

LOCAL GOVERNMENT ACT 1960

The Municipality of the Shire of Ashburton

BY-LAWS RELATING TO AERODROMES

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the Shire of Ashburton hereby records having resolved on the 19 September 1995 to make and submit for confirmation by the Governor the following By-laws;

Application

1. These By-laws shall apply to and be in force within that portion of the district of the Shire of Ashburton as is hereinafter described as the aerodrome.

Interpretation

2. (a) In these by-laws, unless the context otherwise indicates or requires, the following terms shall have the meanings respectively assigned to them, that is to say—

“Act” means the Air Navigation Act 1920 as amended of the Commonwealth of Australia or any other Act or Acts of the Commonwealth relating to air navigation for the time being in force.

“Aircraft” means any machine or craft that can derive support in the atmosphere from the reactions of the air.

“Aerodrome” means all that land comprising Ashburton location 16 and being the whole of the land comprised in Certificate of Title Volume 1772 Folio 846.

“Aerodrome Manager” means the officer appointed by or under the authority of the Council for the time being for directing and controlling the traffic of aircraft on any aerodrome or of persons having business with aircraft on any aerodrome.

“Carpark” means the portion of the aerodrome set aside for the purpose of parking vehicles, which may be designated in accordance with these By-laws, to be used for the parking of vehicles.

“Council” means the Council of the Municipality of the Shire of Ashburton.

“Local Government Act” means the Local Government Act 1960, as amended, or any Act for the time being in force amending or in substitution thereof.

“Owner” includes lessee, charter and person for the time being in possession or control of an aircraft.

“Pilot” means the person actually controlling an aircraft at the relevant time and if there is no such person, then the person entitled to be in control.

“Regulations” means the Air Navigation Regulations made under the Act and for the time being in force by virtue of the Act.

“Reporting Officer” means any person appointed by or under the authority of the Council who under the supervision of the Aerodrome Manager shall control and supervise the movement of aircraft, direct crew, passengers and any other person anywhere within the precincts of the Aerodrome and supervise and direct the movement of vehicles within the precincts of the Aerodrome and enforce these By-laws in relation to the same and generally supervise the use of the Aerodrome.

“Rules and Practices for Aerodromes” where referred to in the By-laws shall be taken to mean the Rules and Practices for Aerodromes (RPA’s) as issued by the Civil Aviation Authority of Australia.

2. (b) Any term defined in the Act or Regulations shall have the same meanings in these By-laws unless inconsistent with the context or subject matter hereof.

Use by Aircraft

3. (a) The owner of every aircraft shall be entitled upon and subject to compliance with these By-laws to use the Aerodrome for the landing, servicing and departure of his aircraft and the embarkment and disembarkment of passengers and freight.

(b) Unless and until so determined by the aerodrome manager, any aerodrome shall not be open to use for flying where the surface of the runway at the aerodrome may be or may reasonably be expected to be unsafe for landing or departure of aircraft. Provided that, in the case of emergency, landings may be made, entirely at the owner’s risk, and the Council shall accept no liability what so ever for damages to any property or person as a result of the use of an aerodrome not open to use.

Buildings, Notices, etc.

4. Subject to the Act and Regulations, the Council may—

- (a) erect, make, or place upon any aerodrome in such positions, buildings, structures, barriers, conveniences, amenities, signposts, notices, markings and other things as it may see fit for the more complete, effective, convenient, and safe use and enjoyment of any aerodrome as a public landing ground for aircraft;
- (b) grant to any person, upon application, permission to erect signs, buildings, refuelling sites, or any other structure or thing consistent with the use of the land as an aerodrome, subject, if the Council considers fit, to the payment of a rental for the use of the land upon which such signs, buildings, refuelling sites, or other structures or things are or is erected. Such permission may be granted by the Council subject to such terms and conditions as it may deem fit.

Right of Entry to Apron Area of Aerodrome

5.1 Save as herein provided, a person other than—

- (a) persons lawfully employed upon duties in or about the supervision and control of any aerodrome or in or about the arrival, departure, or servicing of, or other attention upon aircraft lawfully using any aerodrome; or
- (b) the person greeting or seeing off a passenger or intending passengers by aircraft lawfully using the airports;

shall not enter or be upon an apron area of the aerodrome or part thereof.

5.2 The Council may from time to time set apart any specified part or parts of any aerodrome—

- (a) to which persons other than those mentioned in By-law 5.1 (a) shall not be admitted;
- (b) to which the general public, or any limited classes of the general public, may be admitted, either at all times or at specified times, or for limited periods and generally upon such terms or conditions as the Council may determine;
- (c) to which no vehicle may be admitted, or to which vehicles may be admitted only on such terms and conditions as the Council may determine;
- (d) to which only persons from time to time, designated by the Council should be admitted.

5.3 Suitable notices shall be placed by the Council indicating the limit of any part of any aerodrome set apart for any special or limited use under this By-law.

5.4 Notwithstanding the provisions of this By-law and By-law 11 the Council may on special occasions, such, as an aerial pageant or other event of public interest, make such arrangements for the control of any aerodrome and charge such fees for participation and for admission as it may by resolution impose.

5.5 No person shall bring, or permit to stray, on to any aerodrome any horse, cattle, sheep or goats without authority from the Council. Any such animal so found trespassing without authority may be removed from the aerodrome by any officer or employee of the Council, or by any person authorised to do so. Any person bringing, or permitting any such animal to stray, on to any aerodrome without authority, shall be liable to a penalty not exceeding One Hundred Dollars. (\$100.00)

5.6 A blind person may bring onto the aerodrome, an accompanying dog and any person may bring onto the aerodrome any animal being, or to be airfreighted to or from the airport, as the case maybe, provided that person exercises effective control over the animal at all times.

6. It shall be an offence, punishable by a penalty not exceeding One Hundred Dollars (\$100.00) for any person, without permission of the Council, to enter or be upon any part of any aerodrome to which he is not entitled under the provisions of By-law 5 to admission.

Conduct of Persons on Aerodrome

7. Every person admitted to or being upon any aerodrome shall whilst thereon behave himself in a proper and becoming manner and so as not to cause any annoyance or inconvenience to any other person lawfully thereon, and shall obey any directions reasonably given to him by the reporting officer or any person acting under him, for the purpose of preserving order or promoting or facilitating, the lawful use and enjoyment of the aerodrome.

8. All passengers and intending passengers of any aircraft shall, whilst upon any aerodrome, obey the directions of the reporting officer or aerodrome manager as to their conduct and movements.

9. Any person whether or not a passenger of an aircraft who the reporting officer or aerodrome manager may consider to be intoxicated or so under the influence of liquor as to make his presence on any aerodrome dangerous to himself or others, or otherwise undesirable, may be refused admission to any aerodrome, or if upon any aerodrome may be removed by the reporting officer or aerodrome manager or any person acting under the direction of the reporting officer or aerodrome manager.

10. A person shall not use any building, structure, convenience, or amenity provided upon any aerodrome for any purpose other than that for which it is provided or intended, or destroy, remove, obliterate, deface, alter or otherwise interfere with any barrier, notice, sign, or marking designed or intended for the direction, guidance, warning or information of persons using any aerodrome.

Landing Fees, Charges etc

11. (a) The Council may require that the owner of every private or commercial aircraft using any aerodrome to pay fees as determined by the Council from time to time.

(b) In the case of a regular air service, the Council may allow payment of an annual charge in respect of such service, of such amount as it may see fit, such charge not to exceed the total fees that would be payable in respect of the service for the year at daily rates.

(c) If any aircraft remains on any aerodrome more than twenty-four (24) hours, a fee shall be payable as for one landing for each day after the first day during which it so remains provided that this provision shall not apply to aircraft parked within leased hangars or on leased sites.

(d) The owner of any aircraft not running to a regular schedule, which it is intended shall land upon or depart from any aerodrome, shall give the Council reporting officer notice of sufficient length of time (where practicable, at least an hour) before the time of anticipated arrival or departure, to enable the necessary arrangements to be made. Where extra expense is incurred by the Council through failure of the owner to give adequate notice, the owner of the aircraft shall on demand pay the Council the extra expense so incurred.

12. The fees payable under clause (a) of By-law 11 shall be payable at or before the time of the landing of the aircraft or at such time as may be specially fixed by the Council. Other charges and expenses under By-law 11 shall be payable upon demand, for the purpose of which the pilot may be treated as the agent of the owner.

Any fee, charge or expense payable in accordance with these By-laws shall constitute a debt due to the owner of the aircraft concerned, and may be recovered by the Council from him in any court of competent jurisdiction.

Hire Vehicles at the Airport

13. (1) Save with the prior consent in writing of Council, no person shall—

- (a) provide a service or carry on business of hiring self drive rental vehicles within the boundaries of the airport;
- (b) solicit for any business of hiring self drive rental vehicles within the boundaries of the airport.

(2) Nothing in this By-law shall apply to taxis.

Parking and Standing of Vehicles on the Aerodrome

14. The use of vehicles within the perimeter of the aerodrome facilities is controlled by the Municipality of the Shire of Ashburton Parking Facilities By-laws.

General

15. A person who in any respect contravenes or fails to comply with any of these By-laws commits an offence, and where no other penalty is provided, is liable to a penalty not exceeding Five Hundred Dollars (\$500.00) and in addition such a person may if upon any aerodrome, be summarily removed therefrom by any police officer, reporting officer or aerodrome manager or any person acting under the direction of the reporting officer or aerodrome manager.

16. The Council in its absolute discretion may either generally or for specific use waive all or any of the requirements of these By-laws.

The Common Seal of the Shire of Ashburton was affixed this 19th day of January 1996 in the presence of—

E. G. ROBBINS, President.
L. A. VICARY, Shire Clerk.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG308**LOCAL GOVERNMENT ACT 1960-1979***The Shire of Wyndham East Kimberley***BY-LAWS RELATING TO THE CONTROL AND STORAGE OF OLD AND DISUSED MOTOR VEHICLES AND MACHINERY**

In pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 21st day of September, 1995 to make and submit for confirmation by the Governor the following By-laws—

1. No person shall within the Townsites of Wyndham and Kununurra—
 - (a) store a disused motor vehicle, an old motor vehicle body or any old machinery; or
 - (b) dismantle or break up a disused motor vehicle, an old motor vehicle, or any old machinery

UNLESS

- (i) inside a building; or
 - (ii) within an area enclosed by a fence or wall not less than 1800mm in height and of such nature as to screen all disused motor vehicles old motor bodies, old machinery and the parts thereof from the street and from adjoining properties.
2. Any person contravening the provisions of these By-laws is liable on conviction to a maximum penalty of two hundred dollars and in addition a maximum daily penalty of twenty dollars for each during which the offence continues.

Dated this 21st September, 1995.

The Common Seal of the Shire of Wyndham East Kimberley was hereunder affixed in the presence of—

C. WOOTTON, President.
A. HAMMOND, Shire Clerk.

Recommended—

PAUL D. OMODEI, Minister for Local Government.

Approved by His Excellency the Governor in Executive Council on the 3rd day of December 1996.

J. PRITCHARD, Clerk of the Council.

LG309**LOCAL GOVERNMENT ACT 1995****SHIRE OF CAPEL (WARD BOUNDARIES) ORDER No. 2, 1996**

Made by His Excellency the Governor under section 2.2 of the Local Government Act 1995.

Citation

1. This Order may be cited as the *Shire of Capel (Ward Boundaries) Order No. 2, 1996*.

Commencement

2. This Order shall take effect on and from the day it is published in the *Government Gazette*.

Alteration of Ward Boundaries

3. The Boundaries of the North, South and Capel Wards of the Shire of Capel are altered by:

- (a) severing the land described in Schedule A of this Order from the North Ward and annexing the land to the Capel Ward: and
- (b) severing the land described in Schedule B of this Order from the South Ward and annexing that land to the Capel Ward.

By His Excellency's Command,

J. PRITCHARD, Clerk of the Council.

SCHEDULE "A"

All that portion of land bounded by lines starting from the southwestern corner of Stirling Estate Lot 33, a point on a present northern boundary of the Capel Ward and extending northerly and northeasterly along the western and northeastern boundaries of that lot and onwards to the left bank of the Capel River; thence generally northerly and generally westerly downwards along that bank to a line joining the southeastern corner of part Lot 31, as shown on Land Titles Office Plan 18615 with the northwestern corner of Lot 34; thence northeasterly along that line to the southeastern corner of part Lot 31, as shown on Land Titles Office Plan 18615; thence northeasterly along the southeastern boundary of that part lot to its northeastern corner; thence northeasterly to the southeastern corner of part Lot 27, as shown on Land Titles Office Plan 18615; thence northeasterly along the southeastern boundary of that part lot to the southernmost southeastern corner of part lot 25, as shown on Land Titles Office Plan 18615; thence northeasterly along the southeastern boundary of that part lot to its easternmost southeastern corner; thence northeasterly to the southernmost southern corner of part Lot 24, as shown on Land Titles Office Plan 18615; thence generally northeasterly along the southeastern boundaries of that part lot and onwards to its northernmost northeastern boundary; thence northwesterly along that boundary to the southeastern corner of part Lot 22, as shown on Land Titles Office 18615; thence northwesterly and northeasterly along the northeastern and southeastern boundaries of that part lot and onwards to the northern side of Halls Road; thence easterly along that side to the southwestern corner of Lot 1 of Wellington Location 2199, as shown on Land Titles Office Diagram 59138, a present northernmost northwestern corner of the Capel Ward and thence southerly and westerly along boundaries of that ward to the starting point.

Department of Land Administration Public Plans: BF30 (2) 37.07 and 37.08

SCHEDULE "B"

All that portion of land bounded by lines starting from the southwestern corner of Stirling Estate Lot 33, a point on a present northern boundary of the Capel Ward and extending northerly and northeasterly along the western and northwestern boundaries of that lot and onwards to the left bank of the Capel River; thence generally northerly and generally westerly downwards along that bank to a line joining the northwestern corner of Lot 34 with the southeastern corner of part Lot 31, as shown on Land Titles Office Plan 18615; thence southwesterly along that line to the northwestern corner of Lot 34; thence southwesterly along the northwestern boundary of that lot to its southwestern corner; thence southwesterly to the northern corner of Lot 100 of Lot 16, as shown on Land Titles Office

Diagram 88707; thence southwesterly along the northwestern boundary of that lot to its southwestern corner; thence southwesterly to the northwestern corner of the northeastern severance of part Lot 174 of Leschenault Location 46, as shown on Land Titles Office Diagram 54577; thence southwesterly along the northwestern boundary of that severance to its westernmost southwestern corner; thence southwesterly to the northern corner of the southeastern severance of part Lot 174, as shown on Land Titles Office Diagram 54577; thence generally southwesterly, southerly, southeasterly and easterly along boundaries of that severance to its southernmost southeastern corner, a point on a present northwestern boundary of the Capel Ward and thence generally northeasterly, northerly and easterly along boundaries of that ward to the starting point.

Department of Land Administration Public Plans: BF30 (2) 36.07, 37.07 and 37.08

LG310**LOCAL GOVERNMENT ACT 1995****SHIRE OF SWAN (CHANGE OF WARD NAME) ORDER No. 1, 1996**

Made by His Excellency the Governor under the provisions of section 2.3 of the Local Government Act 1995.

Citation

1. This Order may be cited as the *Shire of Swan (Change of Ward Name) Order No. 1, 1996*.

Commencement

2. This Order shall take effect on and from the date it is published in the *Government Gazette*.

Change of Ward Name

3. The name of the "West" Ward of the Shire of Swan is hereby altered to the "Ballajura" Ward.
By His Excellency's Command,

J. PRITCHARD, Clerk of the Council.

LG401**DOG ACT 1976***Shire of Menzies*

It is hereby notified for public information that Mr Edward Terrence Pinner has been appointed an Authorised Dog Control Officer for the Shire of Menzies.

G. R. CARTER, Chief Executive Officer.

LG402**CEMETERIES ACT 1986**

In pursuance of the powers conferred by Section 53 of the abovementioned Act, and of every other power enabling it, the Shire of Busselton hereby records having resolved on the Twenty Eighth day of August, 1996 to set the following fees and charges for the Busselton, Dunsborough and Metricup Public Cemeteries.

*Shire of Busselton—Busselton Cemeteries By-law**Schedule of Fees and Charges*

On application for an Order of Burial fees shall be payable in advance.

Land Grant for "Right of Burial"

Lease of unreserved land (2m x 1.2m) in cemetery for burial purposes (valid for 25 years)	\$200
Lease of pre-reserved land (2m x 1.2m) in cemetery for burial purposes (valid for 25 years)	\$230
Lease of memorial wall niche or land (0.5m x 0.5m) along memorial path/garden in cemetery for ashes interment purposes (valid for 25 years)	\$80
Lease of pre-reserved land (0.5m x 0.5m) in cemetery for ashes interment purposes (valid for 25 years)	\$120
Renewal of grant for "Right of Burial" where; A = Age in years of existing "right of burial" permit, B = "right of burial" fee	$\frac{A \times B}{25}$

Burial Charge

Burial in standard (2m x 1.2m) denominational or non-denominational grave (including registration and number plate)	\$350
Burial in vault (construction as specified by applicant)	at Cost

Grave Re-opening

Re-opening grave for joint burial (including registration and number plate)	\$200
Removal of headstone (if necessary)	\$150

Exhumation

Re-opening grave for exhumation	\$400
Re-interment in new grave after exhumation (including registration and number place)	\$350

Interment of Ashes

Interment of ashes in Memorial wall/garden (including registration)	\$80
Interment of ashes in special location within cemetery (including registration)	\$90
Single plaque	\$90
Double plaque (first interment)	\$150
Attachable plate to double plaque (second interment)	\$75
Additional charge for extra lettering	\$165

Miscellaneous

For work on weekend or public holidays	\$150
Funeral Director's license fee per annum	\$50
Permit for funeral not conducted by Funeral Director	\$150
Monumental Mason's license fee per annum	\$50
Permit to erect a headstone, kerbing etc.	\$35
Inspection of plans and registers	\$25
Copy of grant of burial	\$10

The above fees and charges will apply 14 days after publication of this notice.

IAN STUBBS, Chief Executive Officer.

LG403**SHIRE OF BUSSELTON****Fire Control Officer Appointment**

It is hereby notified for public information that the following persons have been appointed Fire Control Officers for their respective Bush Fire Brigade areas—

- Mr Owen Hopkins of RSM 185, Busselton for the South Acton Park Brigade area.
- Mr Lytton Fraser Hammond of PO Box 123, Dunsborough for the Eagle Bay Brigade area.

The appointments of Mr J. Rowlands and Mr R. Baker are hereby cancelled.

LG404**LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT, 1960**

City of South Perth

CLOSURE OF PRIVATE STREET

Department of Local Government
Perth 6 December 1996.

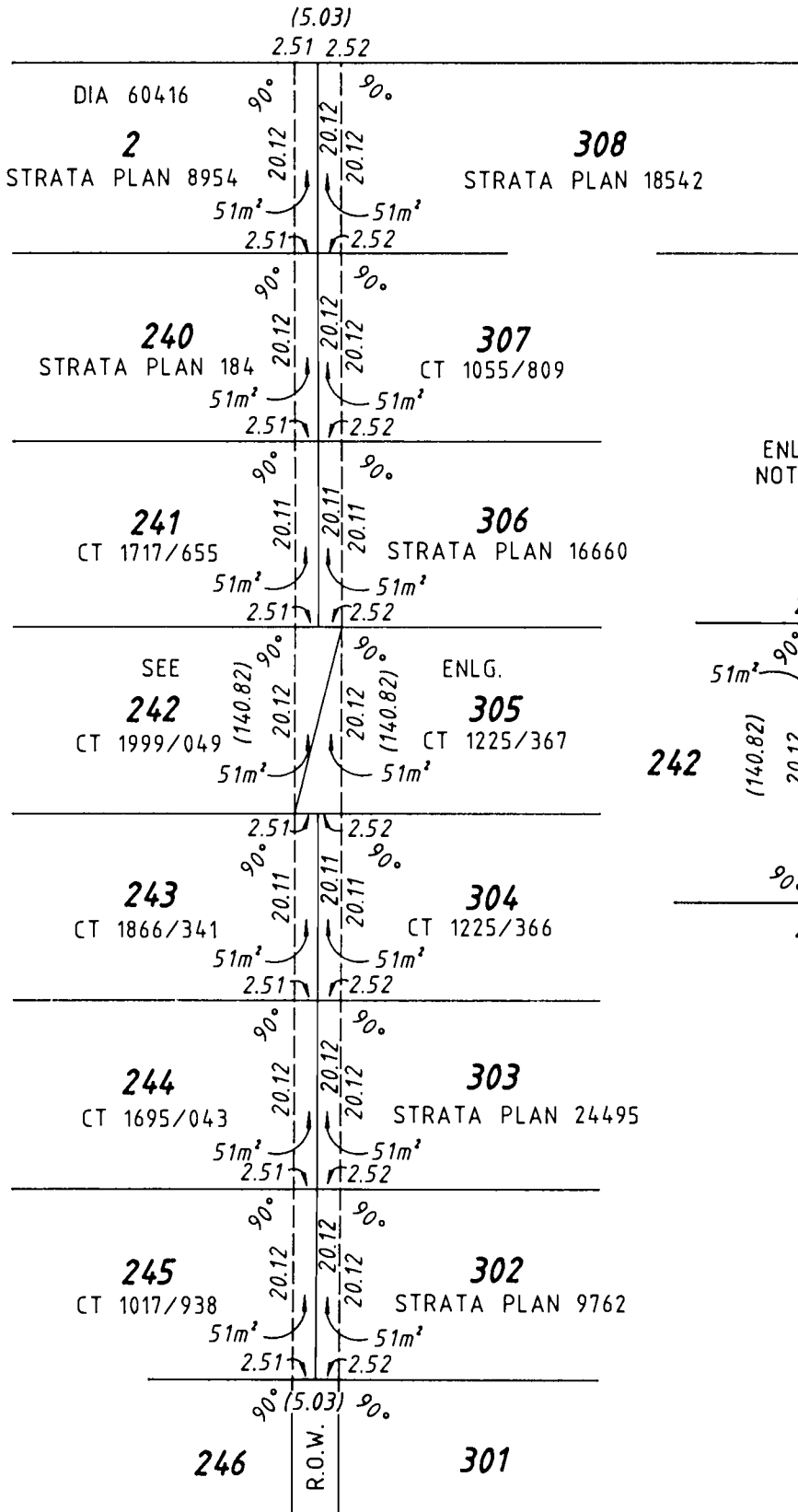
LG: SP4-1J1

It is hereby notified for public information that His Excellency the Governor has approved under section 297A of the *Local Government Act, 1960*, the resolution passed by the City of South Perth that portion of the private street which is described as being portion of Canning Location 37, being portion of the land coloured brown on Plan 3486 and being part of the land contained in Certificate of Title Volume 1418 Folio 856 be closed, and the land contained therein be amalgamated with the adjoining Lot 2 and Lots 240-245 Lockhart Street and Lots 302-308 Edgcumbe Street, Como, as shown in the Schedule hereunder.

JOHN LYNCH, Executive Director, Department of Local Government.

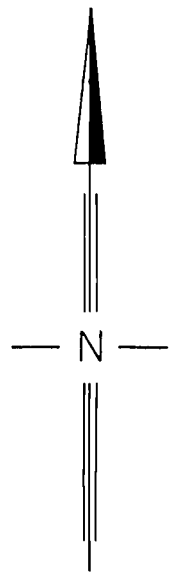
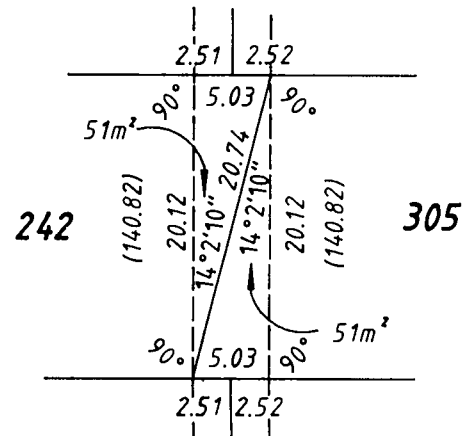
Schedule
Diagram No. 89963

DAVILAK STREET



EDGE CUMBE STREET

ENLARGEMENT
NOT TO SCALE



ALL DISTANCES ARE IN METRES

LG405**BUSH FIRES ACT 1954***Shire of Coolgardie*

Fire Control Officers

Notice is hereby given, pursuant to Section 38 of the Bush Fires Act 1954, that the following is a list of Fire Control Officers appointed for duty within the Shire of Coolgardie for 1996/97. All other appointments are hereby cancelled.

Chief Fire Control Officer	Rob McNally
Deputy Chief Fire Control Officer	Peter Hughson John F. Cotter
Fire Control Officer	
Credo Station	Tim Funston
Woolibar Station	Anthony J. Crook
Mungari Station	Bernard Scanlon
Western Mining Corporation	Shane Downer
Gold Mines of Coolgardie	Peter Chinnery
Pancontinental Gold Operations Pty Ltd	Chris Hillman Andrew Muckton
Resolute Samantha (Higginsville)	David Graham
Resolute Samantha (Bullabulling)	Roger Farr
Shire of Coolgardie	Wayne Harvey Phil Gray Ronald Montgomery Shane Munro

ANTHONY A. McCABE, A/Chief Executive Officer.

LG406**DOG ACT 1976**

SHIRE OF PERENJORI

It is hereby advised that the Shire of Perenjori specifically authorises the Chief Executive Officer and Deputy Chief Executive Officer under Division 2—Dangerous Dogs, Section 33E pursuant to the Dog Act 1976 as "Authorised Persons".

It is further notified that the following persons have been appointed pursuant to the Dog Act 1976.

Registration Officers
Tanya Browne
Danielle Pridham
Domenica Orlando

P. G. ANDERSON, Chief Executive Officer.

LG407

SHIRE OF RAVENSTHORPE

It is hereby notified for public information that the undermentioned officers have been appointed authorised officer under the provisions of the Dog Act 1976, Litter Act 1979, Local Government Act 1955 Section 9.10 and Local Laws of the Shire of Ravensthorpe.

Carol May Wilson-Fisher
Jodie Lee Barrett

The appointment of John Richard Moloney is hereby cancelled.

B. R. HULLAND, Chief Executive Officer.

LG408**BUSH FIRES ACT 1954***Shire of Chittering*

It is hereby notified for public information that Mr Graham Malcolm Taylor has been appointed as a Fire Control Officer for the Shire of Chittering.

The previous appointment of Mr Malcolm Charles Taylor as a Fire Control Officer for the Shire of Chittering is hereby cancelled.

RAY HOOPER, Chief Executive Officer.

LG409**LOCAL GOVERNMENT ACT 1995***City of Cockburn*

Notice is hereby given for public information, that the Council of the City of Cockburn has resolved on the 3rd day of December 1996, to repeal its Local Laws dealing with Fire and Smoke Alarms which were part of the City of Cockburn (Local Government Act) By-laws, published in the *Government Gazette* on the 18th October 1996.

R. W. BROWN, Chief Executive Officer.

LG410**BUSH FIRES ACT 1954***Shire of Plantagenet*

It is hereby notified for public information that the following have been appointed Fire Control Officers for the Shire of Plantagenet.

Chief Fire Control Officer—Mr K. M. Forbes

Deputy Fire Control Officer—Mr P. Trent

Deputy Fire Control Officer—Mr G. Jenkins

Fire Control Officers—

Mr K. Crofts	Mr J. Wood
Mr N. Handasyde	Mr S. Hall
Mr G. Smith	Mr B. Wood
Mr V. Drage	Mr K. Frost
Mr D. MacPherson	Mr G. Roberts
Mr B. Bailey	Mr P. Webb
Mr M. McLean	Mr S. Beech
Mr L. Handasyde	Mr G. Treeby
Mr G. DePledge	Mr J. Hood
Mr R. Lally	Mr P. McKenzie

All previous appointments are hereby cancelled.

C. E. NICHOLLS, Chief Executive Officer.

LG601**BUSH FIRES ACT 1954***Shire of Coolgardie*

Notice to all Owners and/or Occupiers of Land

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954, you are hereby required on or before the 1st day of October 1996 or within fourteen days of your becoming owner or occupier of land should this be after the 1st day of October 1996 to clear firebreaks and remove flammable materials from the land owned or occupied by you as specified hereunder and to have the specified land and firebreaks clear of all flammable material from the 1st day of October 1996 up to the 15th day of April 1997.

1. Land Outside Townsites

- 1.1 All buildings on land which are outside townsites shall be surrounded by two firebreaks not less than two metres wide cleared of all flammable material, the inner firebreak to be not more than twenty metres from the perimeter of the building or group of buildings and the outer firebreak not less than 200 metres from the inner firebreak.

1.2 The removal of flammable material from the whole of the land between the firebreaks required in paragraph 1.1 above.

2. Land in Townsites

2.1 Where the area of land is 2 000 square metres (approximately 1/2 and acre) or less, all flammable material shall be removed from the whole of the land.

2.2 Where the area of land exceeds 2 000 square metres, firebreaks at least three metres in width shall be cleared of all flammable material immediately inside and along the boundaries of land. Where there are buildings on the land, additional firebreaks three metres in width shall be cleared immediately surrounding each building.

If it is considered for any reason to be impractical to clear firebreaks or remove flammable material as required by this notice, you may apply to the Council or its duly authorised Officer not later than the 15th day of October 1996 for permission to provide firebreaks in alternative positions or take alternative action to remove or abate fire hazards. If permission is not granted by Council or its duly authorised Officer, you shall comply with the requirements of this notice.

"Flammable material" does not include green growing trees or green growing plants in gardens.

If the requirements of this notice are carried out by burning, such burning shall comply with the relevant provisions of the Bush Fires Act.

The penalty for failing to comply with this notice is a fine of \$1 000 and a person in default is also liable, whether prosecuted or not, to pay cost of performing the work directed in this notice, if it is not carried out by the owner or occupier by the date required by this notice.

The prohibited burning periods will be—

1. Within the gazetted Coolgardie Fire District from 14 December 1996 to 15 April 1997 inclusive.
2. Outside the Coolgardie Fire District from 1 September 1996 to 30 April 1997.

By Order of the Council,

ANTHONY A. McCABE, Acting Chief Executive Officer.

MAIN ROADS

MA401

MRWA 42-36-J

**MAIN ROADS ACT 1930
LAND ACQUISITION AND PUBLIC WORKS ACT 1902
NOTICE OF INTENTION TO TAKE OR RESUME LAND**

The Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Land Acquisition and Public Works Act 1902, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Donnybrook/Balingup District, for the purpose of the following public works namely, widening of the South Western Highway (SLK Section 200-201) and that the said pieces or parcels of land are marked off on MRWA Drawing 9602-0381 which may be inspected at the office of the Commissioner of Main Roads, Waterloo Crescent, East Perth.

Schedule

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1.	Terry Michael Fogliani and Dianne Lesley Fogliani	T. M. & D. L. Fogliani	Portion of Wellington Location 2184 and being Lot 2 on Diagram 66300 and being part of the land comprised in Certificate of Title Volume 1668 Folio 838.	1 132 m ²

Dated this 2nd day of December 1996.

D. R. WARNER, Director Corporate Services.

MA402

MRWA 42-18-A

**MAIN ROADS ACT 1930
LAND ACQUISITION AND PUBLIC WORKS ACT 1902
NOTICE OF INTENTION TO TAKE OR RESUME LAND**

The Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Land Acquisition and Public Works Act 1902, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Kellerberrin

District, for the purpose of the following public works namely, widening of the Great Eastern Highway (SLK Section 214.94) and that the said pieces or parcels of land are marked off on MRWA Drawing 9610-680 which may be inspected at the office of the Commissioner of Main Roads, Waterloo Crescent, East Perth.

Schedule

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1.	Tresillian Nominees Pty Ltd	Tresillian Nominees Pty Ltd	Portion of Doodlakine Agricultural Area Lot 20 and being part of the land comprised in Certificate of Title Volume 2005 Folio 106	71 m ²

Dated this 29th day of November 1996.

D. R. WARNER, Director Corporate Services.

MINERALS AND ENERGY

MN401

MINING ACT 1978

Notice of Application for an Order for Forfeiture

Department of Minerals and Energy,
Perth.

In accordance with Regulation 49(2)(c) of the Mining Act 1978, notice is hereby given that the licence is liable to forfeiture under the provisions of Section 96(1)(a) for breach of covenant, *viz.* non payment of rent.

P. HEANEY, Warden.

To be heard in the Warden's Court, Perth on the 10th January 1997.

PHILLIPS RIVER MINERAL FIELD

Prospecting Licences

74/184—Cowan, Bryan Morton; Treacy, Joseph Allen.

MN402*

PETROLEUM PIPELINES ACT 1969

NOTICE OF APPLICATION FOR A PIPELINE LICENCE

I, Ian Fraser, Director of the Petroleum Operations Division in the Department of Minerals and Energy for the State of Western Australia being the Officer for the time being holding certain powers and functions of the Minister in respect of the area specified in the State of Western Australia by virtue of an instrument of delegation dated 2 March 1993 and published in the *Government Gazette* of Western Australia on 12 March 1993, give notice pursuant to Section (8) 4 of the Petroleum Pipelines Act, 1969 that an application has been received from:

Wiluna Gold Pty Ltd of 10 Ord Street, West Perth WA 6005

for a licence to construct and operate a pipeline to supply natural gas from the Wiluna Scraper Station on the Goldfields Gas Transmission Pipeline to the Wiluna Gold Pty Ltd site at Wiluna.

A map showing the proposed route of the pipeline maybe examined during public office hours until 20 December 1996 at the Petroleum Operations Division, Department of Minerals and Energy, 11th Floor, Mineral House, 100 Plain Street, East Perth.

Dated this 28th day of November 1996.

IAN FRASER, Director Petroleum Operations Division.

PLANNING

PD401

METROPOLITAN REGION TOWN PLANNING SCHEME ACT

METROPOLITAN REGION SCHEME

PLANNING CONTROL AREA No. 23

Jandakot Botanic Park

NOTICE OF REVOCATION

File: 835-2-23-2

Notice is hereby given that the Western Australian Planning Commission on 12 November 1996, resolved to revoke Planning Control Area No. 23 (Jandakot Botanic Park) pursuant to section 35C(2) of the Metropolitan Region Town Planning Scheme Act and that the Hon Minister for Planning has granted approval to the revocation of the Planning Control Area.

PETER MELBIN, Secretary, Western Australian Planning Commission.

PD402*

TOWN PLANNING AND DEVELOPMENT ACT 1928

APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Belmont

Town Planning Scheme No. 11—Amendment No. 85

Ref: 853/2/15/10 Pt 85

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Belmont Town Planning Scheme Amendment on December 1, 1996 for the purpose of—

Rezoning from Residential "A" to Motel Lots 204, 205 and 206 (house No's 2, 4 and 6 Armadale Road Rivervale) as detailed in the amending scheme map.

P PASSERI, Mayor.
B R GENONI, Chief Executive Officer.

PD403

TOWN PLANNING AND DEVELOPMENT ACT 1928

APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Canning

Town Planning Scheme No. 40—Amendment No. 38

Ref: 853/2/16/44 Pt 38

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Canning Town Planning Scheme Amendment on December 1, 1996 for the purpose of rezoning—

1. Railway Spur No. 4, Kewdale from Regional Reservations—Railway to General Industry.
2. Lot 4 Welshpool Road (corner Station Street), East Cannington, from Regional Reservation—Parks and Recreation to Service Station.
3. Portion 25-29 Bridge Street (Lot 36), Wilson, from Regional Reservations—Parks and Recreation to Residential—R17.5/R30.
4. Portion of Riverton Drive East between Leach Highway and Barbican Street East, Shelley, from Regional Reservations—Parks and Recreation to Road Reserve.
5. The land bounded by George Street, Fleming Avenue, Wharf Street and Albany Highway (excluding that portion allocated to the Regional Police Complex) from City Centre to Civic and Cultural Areas and Local Park and Recreation Area (as per Amendment Plan 96.09); and Amendment Map 96.09 to be modified such that the demarcation line between the Civic and Cultural Areas reservation and the Local Park and Recreation Area reservation generally reflects Plan No. 96.07(c).

M. S. LEKIAS, Mayor.
I. F. KINNER, Chief Executive Officer.

PD404

TOWN PLANNING AND DEVELOPMENT ACT 1928
SCHEME AMENDMENT AVAILABLE FOR INSPECTION

City of Canning

Town Planning Scheme No. 40—Amendment No. 58

Ref: 853/2/16/44 Pt 58

Notice is hereby given that the City of Canning has prepared the abovementioned scheme amendment for the purpose of—

- (1) Rezoning Lot 44 Orrong Road/Poole Street, Welshpool from "Public Purposes" to "General Industry", and Lot Pt 346 Orrong Road/Poole Street, Welshpool from "General Industry" to "Public Purposes".
- (2) Rezoning the following land, subject of Metropolitan Region Scheme Amendment 972/33—
 1. The northern section of Orrong Road, Welshpool, between Treasure Road and Kurnall Road to "General Industry" with the exception of Lot Pt 346 Orrong Road/Poole Street, Welshpool to be rezoned to "Public Purposes".
 2. The southern side of Fleming Avenue/Manning Road, Cannington intersection to "Residential R17.5/R30."
 3. Fleming Avenue/Burton Street, Cannington intersection to "Highway Commercial."
 4. The western side of Hamilton Street, Cannington north of Manning Road to "Commercial."

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, 1317 Albany Highway, Cannington and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

I. F. KINNER, Chief Executive Officer.

PD405*

TOWN PLANNING AND DEVELOPMENT ACT 1928
SCHEME AMENDMENT AVAILABLE FOR INSPECTION

City of Gosnells

Town Planning Scheme No. 1—Amendment No. 473

Ref: 853/2/25/1 Pt 473

Notice is hereby given that the City of Gosnells has prepared the abovementioned scheme amendment for the purpose of amending the Fifth Schedule of the Scheme Text to include the Additional Use of Professional Offices to the Residential 'B' zone to Lot 197 Wheatley Street, Gosnells.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, 2120 Albany Highway, Gosnells and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

G. WHITELEY, Chief Executive Officer.

PD406*

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Stirling

District Planning Scheme No. 2—Amendment No. 246

Ref: 853/2/20/34 Pt 246

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Stirling Town Planning Scheme Amendment on December 1, 1996 for the purpose of rezoning Lot 4 Francis Avenue, Karrinyup from "Hotel" to "Business".

T. W. CLAREY, Mayor.
 G. S. BRAY, Chief Executive Officer.

PD407*

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Stirling

District Planning Scheme No. 2—Amendment No. 286

Ref: 853/2/20/34 Pt 286

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Stirling Town Planning Scheme Amendment on December 1, 1996 for the purpose of rezoning portion of Pt Lot 76 Lynne Street, North Beach from "Private Institutions" to "Metropolitan Region Scheme Reserve—Regional Open Space" and Pt Swan Loc 2140 Williamson Way, North Beach from "Metropolitan Region Scheme Reserve—Regional Open Space" to "Private Institutions" as depicted on the amendment plan.

T. W. CLAREY, Mayor.
 G. S. BRAY, Chief Executive Officer.

PD408

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Wanneroo

Town Planning Scheme No. 1—Amendment No. 716

Ref: 853/2/30/1 Pt 716

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Wanneroo Town Planning Scheme Amendment on November 29, 1996 for the purpose of—

- (i) Rezoning Lot 1 and Lot 2 Flynn Drive from 'Rural Zone' to 'Special Residential Zone' and 'Parks and Recreation Reserve'.
- (ii) Adding the following Special Provisions to Schedule 6 of the Scheme—
 - "Special Residential Zone 8
 Description of Locality
 Part Lot 1 and Lot 2 Flynn Drive, Neerabup
 Special Provisions
 - (a) Subdivision of the Estate shall generally be in accordance with the Development Guide Plan which also forms part of the Scheme.
 - (b) The number of Special Residential allotments within the Estate should not exceed 165.
 - (c) The minimum lot size should be no less than 2 000m².
 - (d) No clearing of any vegetation nor altering any existing landform, including any major or minor earthworking shall occur on any lot except for—
 - (i) clearing necessary for the construction of a dwelling and associated outbuildings in accordance with Special Provision (j);
 - (ii) clearing to gain permanent vehicular access to the building development area;
 - (iii) provision of Strategic Fire Breaks.
 - (e) Prior to subdivision, a Bush Fire Management plan shall be prepared by the subdivider and approved by the Bush Fires Board and Council.
 - (f) Strategic fire breaks shall be constructed as defined on the Development Guide Plan by the subdivider to the Bush Fire Boards's specifications and shall be maintained by the Home Owners' Association in accordance with the Bush Fire Management Plan as approved by the Bush Fires Board and Council.
 - (g) Outbuildings shall be contiguous or semi-contiguous to the main dwelling and shall be constructed out of materials and colour schemes complimentary to the main dwelling.
 - (h) Only one dwelling shall be permitted on a lot.
 - (i) The keeping of livestock within the Special Residential lots is prohibited.
 - (j) Where clearing takes place for the purpose of construction (being the Building Development Area) the area of clearing (excluding access) shall be limited to 700 square metres. The land is to be managed in such a manner as to avoid the land being laid bare of vegetation resulting in loose, wind erodible conditions and no clearing shall occur without the prior permission of Council.
 - (k) All development within the estate shall have regard for the Fire Management Plan for the Flynn Drive Special Residential Estate.

- (l) The applicant shall provide all proposed lots with—
- a reticulated water supply system
 - a reticulated sewerage disposal system
- designed and constructed to standards approved by the Water Authority of Western Australia.
- (m) All crossover accesses shall include a lateral culvert or pipe to connect table drains at either side to the satisfaction of the City Engineer.
- (n) The Recreation and Equine Park shall be developed for recreational and equine purposes and ancillary buildings only.

A. V. DAMMERS, Mayor.
L. DELAHAUNTY, Chief Executive Officer.

PD409*

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

City of Wanneroo

Town Planning Scheme No. 1—Amendment No. 768

Ref: 853/2/30/1 Pt 768

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the City of Wanneroo Town Planning Scheme Amendment on November 30, 1996 for the purpose of—

1. rezoning portion of Lot 3 (182) Wanneroo Road, Landsdale from—
 - (a) Commercial and Service Station to Special Zone (Restricted Use) Take-away Food Outlet; and
 - (b) Commercial to Special Zone (Restricted Use) Motor Repair Station and Car Wash;
2. including reference to the Special Zones in Section 2 of Schedule 1 of the Scheme Text.

A. V. DAMMERS, Mayor.
L. DELAHAUNTY, Chief Executive Officer.

PD410

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

Shire of Busselton

Town Planning Scheme No. 5—Amendment No. 232

Ref: 853/6/6/6 Pt 232

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the Shire of Busselton Town Planning Scheme Amendment on November 30, 1996 for the purpose of—

1. Rezoning part of Lot 2 being Portion of Sussex Location 296, part of Portion of Sussex Location 295 and part of Sussex Location 1307 Seymour Street, Dunsborough from 'General Farming' to 'Restricted Use'; and,
2. Amending the Scheme Text by adding to Appendix V—Restricted Use zones, the following—

Street	Particulars of Land	Only Uses Permitted
Seymour Street	Lot 2 being Portion of Sussex Location 296, part of Portion of Sussex Location 295 and part of Sussex Location 1307.	<i>Land Use</i> 1. The following uses are permitted: <ul style="list-style-type: none"> • Residential development in accordance with the R5, R10, R15 and R30 standards of the Residential Planning Codes, as shown on the Subdivision Guide Plan for Stage 1 (BY 90-13-11). The Residential Planning Codes means the Residential Planning Codes set out in Appendix II to the Statement of Planning Policy No. 1 together with any amendment hereto.

Street	Particulars of Land	Only Uses Permitted
		<ul style="list-style-type: none"> • One or more houses may be used for display and/or sales purposes during development of the project. • Recreation. • Drainage. • Home Occupation—following advertising of the proposal and development approval of Council. • Bed and Breakfast Establishment—following advertising of the proposal and development approval by Council. • General Store—a shop used for the sale of a full range of retail goods commonly sold in supermarkets, delicatessens and newsagents which may include the facilities of a post office and sale of petrol. The building/s associated with the general store shall not exceed 200 square metres of gross leasable area and may include a residential component. <p>Subdivision</p> <p>2. Subdivision shall be generally in accordance with the Subdivision Guide Plan (drawing BY90-13-10 dated February 1996) and any modifications shall be consistent with the Bayview Estate Structure Plan and approved by Council and the Western Australian Planning Commission.</p> <p>Landscaping</p> <p>3. Council will request as a condition of subdivision the subdivider to prepare and implement a landscape plan to the specification and satisfaction of Council. The landscape plan will detail:</p> <ul style="list-style-type: none"> • Specifications for works required to overcome and prevent erosion along existing water courses; • Specifications for planting and maintaining vegetation in the entrance statement, Seymour Street buffer and within 10 metres of the rear boundary of any lot which backs onto Seymour Street; and, • Details of dual use paths. <p>Seymour Street</p> <p>4. On the first stage of subdivision Council will request the following as conditions of subdivision:</p> <ul style="list-style-type: none"> • ceding to the Crown a 10 metre widening along the total length of Seymour Street as it fronts the amendment site; and <p>Building Design and Materials</p> <p>5. (a) Buildings shall be constructed of materials with due regard to bulk and form to ensure harmony and balance with the landscape to the satisfaction of Council.</p> <p>(b) No building shall exceed 9 metres in height above the natural ground level.</p> <p>(c) Fencing design and materials shall be to the satisfaction of Council.</p> <p>Lots backing onto Seymour Street</p> <p>6. No structures shall be permitted within 10 metres of the rear boundary of any lot which backs onto Seymour Street. This area shall act as a buffer to Seymour Street and shall be planted with vegetation to the satisfaction of Council in accordance with Provision No. 5. The vegetation shall be maintained at all times by the landowner and cannot be cleared except with the approval of Council.</p>

B. MORGAN, President.
I. STUBBS, Chief Executive Officer.

PD411**TOWN PLANNING AND DEVELOPMENT ACT 1928**
SCHEME AMENDMENT AVAILABLE FOR INSPECTION
Shire of Quairading

Town Planning Scheme No. 2—Amendment No. 2

Ref: 853/4/26/2 Pt 2

Notice is hereby given that the Shire of Quairading has prepared the abovementioned scheme amendment for the purpose of—

Including provisions in the Scheme text regarding the appearance of buildings, and limiting the development of second-hand transported dwellings.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Jennaberring Road, Quairading and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

G. FARDON, Chief Executive Officer.

PD412**TOWN PLANNING AND DEVELOPMENT ACT 1928**
SCHEME AMENDMENT AVAILABLE FOR INSPECTION
Shire of Swan

Town Planning Scheme No. 9—Amendment No. 252

Ref: 853/2/21/10 Pt 252

Notice is hereby given that the Shire of Swan has prepared the abovementioned scheme amendment for the purpose of—

Amending the Scheme to permit the additional use of "Showroom/Warehouse" on Pt Lot 12 Marion Street and Lot 113 Victoria Street, Midland.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Corner Great Northern Highway and Bishop Road, Middle Swan and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

E. W. LUMSDEN, Chief Executive Officer.

PD413**TOWN PLANNING AND DEVELOPMENT ACT 1928**
APPROVED TOWN PLANNING SCHEME AMENDMENT
Shire of Toodyay

Town Planning Scheme No. 1—Amendment No. 41

Ref: 853/4/28/2 Pt 41

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the Shire of Toodyay Town Planning Scheme Amendment on November 28, 1996 for the purpose of—

Deleting portion of Pt Lot 18 Broadgrounds Place from the Scheme Area.

G. L. LUDEMANN, President.
R. J. MILLAR, Chief Executive Officer.

PD414

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT

Shire of Toodyay

Town Planning Scheme No. 3—Amendment No. 12

Ref: 853/4/28/4 Pt 12

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act 1928, that the Hon Minister for Planning approved the Shire of Toodyay Town Planning Scheme Amendment on November 28, 1996 for the purpose of—

1. Including portion of Pt Lot 18 Broadgrounds Place in the Scheme Area Policy Area No. 3; and
2. Zoning portion of Pt Lot 18 Broadgrounds Place to Special Rural.

G. L. LUDEMANN, President.
R. J. MILLAR, Chief Executive Officer.

PD415

TOWN PLANNING AND DEVELOPMENT ACT 1928
SCHEME AMENDMENT AVAILABLE FOR INSPECTION

Town of Claremont

Town Planning Scheme No. 3—Amendment No. 55

Ref: 853/2/2/3 Pt 55

Notice is hereby given that the Town of Claremont has prepared the abovementioned scheme amendment for the purpose of—

- (a) Amending the residential density in the precinct bounded by Leura Avenue, Gugeri Street, Steven Street, Reserve Street and the boundary of the Highway Zone in the northern side of Stirling Highway from R20 to R15-R20.
- (b) Amending the residential density of the precinct bounded by Ashton Avenue, Alfred Road, Brockway Road, Stubbs Terrace and Judge Avenue from R25 to R20.
- (c) Amending the residential density of the precinct bounded by Claremont Park, Princess Road, the eastern boundary with the Municipality of the City of Nedlands and the southern boundary of the Highway Zone between the eastern boundary of the Municipality and Claremont Park from R20 to R15-R20.
- (d) Amending the residential density of the precinct between Melville Street and the Highway Zone having a frontage to Loch Street from R20 to R15-R20.
- (e) Amending the residential density in the precinct bounded by Parry Street, Barnfield Road and St Louis Retirement Village and Kingsmill Street from R20 to R15-R20.
- (f) Amending the residential density in the precinct bounded by Servetus Street, Cornwall Street, Devon Road, the rear boundaries of those properties on the north side of Fern Street, Scotch College and rear boundaries of the properties on the north side of Shenton Road between Scotch College and Derby Street, and the Swanbourne Primary School and rear boundaries of the properties on the south side of Brassey Street from R25 to R20.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, 308 Stirling Highway, Claremont and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

R. J. STEWART, Chief Executive Officer.

PD416*

TOWN PLANNING AND DEVELOPMENT ACT 1928
SCHEME AMENDMENT AVAILABLE FOR INSPECTION

Town of Kwinana

Town Planning Scheme No. 2—Amendment No. 50

Ref: 853/2/26/3 Pt 50

Notice is hereby given that the Town of Kwinana has prepared the abovementioned scheme amendment for the purpose of—

1. Modifying Development Condition 3 of Special Rural Zone No 15 by removing reference to only allowing the keeping of horses on those lots identified for such purposes on approved Subdivision Guide Plans.
2. Adding Clause 6.10.4 (o) to require a management plan to be agreed to by Council for the keeping of horses.
3. Deleting reference to the keeping of horses on Subdivision Guide Maps.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Gilmore Avenue, Kwinana and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including January 17, 1997.

Submissions on the scheme amendment should be made in writing on Form No 4 and lodged with the undersigned on or before January 17, 1997.

This Amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

R. K. SMILLIE, Chief Executive Officer.

POLICE

PE301

WITNESS PROTECTION (WESTERN AUSTRALIA) ACT 1996

WITNESS PROTECTION (WESTERN AUSTRALIA)
REGULATIONS 1996

Made by His Excellency the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Witness Protection (Western Australia) Regulations 1996*.

Commencement

2. These regulations come into operation on the day on which the *Witness Protection (Western Australia) Act 1996* comes into operation.

Prescribed authorities (s. 3)

3. These persons are prescribed as prescribed authorities for the purposes of the Act:
 - (a) the person who under the *Education Act 1928* is empowered to issue a certificate, award or qualification to a teacher or a student;
 - (b) the person who under the *Industrial Training Act 1975* is empowered to issue a certificate to an apprentice or industrial trainee;
 - (c) the person who under the *Road Traffic Act 1974* is empowered to issue or renew a driver's licence, learner's permit or vehicle licence;
 - (d) the person who under the *Secondary Education Authority Act 1984* is empowered to issue any certificate of student performance;

- (e) the person who under the statutes of a university established under an Act is empowered to issue a degree, diploma or other qualification.

Prescribed registers (s. 3)

4. These records or registers of information are prescribed as prescribed registers for the purposes of the Act:

- (a) any record or register of information as to the matters referred to in regulation 3 and required to be kept under an Act referred to in that regulation;
- (b) any record or register of the names of persons that is required to be kept under an Act referred to in that regulation.

Information to be provided (s. 10)

5. Under section 10 of the Act, a witness must provide this information to the Commissioner:

- (a) details of all the witness's outstanding legal obligations;
- (b) details of all the witness's outstanding debts, including amounts outstanding under any judgment in this State or elsewhere or for any tax, including a tax under the law of the State, another State, a Territory or the Commonwealth;
- (c) details of any offences of which the witness has been convicted in this State or elsewhere;
- (d) details of any civil proceedings that have been instituted by or against the witness and that are pending;
- (e) details of any bankruptcy proceedings that have been instituted against the witness and that are pending;
- (f) whether the witness is an undischarged bankrupt under the *Bankruptcy Act 1966* of the Commonwealth and if the witness is, copies of all documents relating to the bankruptcy;
- (g) whether the witness has entered into or intends to enter into a composition with creditors, a deed of arrangement or a deed of assignment under Part X of the *Bankruptcy Act 1966* of the Commonwealth and, if the witness has or intends to, copies of all relevant documents;
- (h) whether the witness is restricted as to holding positions in companies, whether public or private and if so, copies of documents relevant to the restriction;
- (i) details of the witness's immigration status;
- (j) details of the witness's assets (whether real or personal) and financial liabilities in relation to which —
 - (i) a record is kept under a law of the State, another State or a Territory; or
 - (ii) the witness has entered into a contractual arrangement;
- (k) details of any cash held by the witness or any of the witness's dependants, whether in accounts or otherwise;
- (l) details of any reparation order (including any compensation or restitution order) that is in force against or in favour of the witness;
- (m) whether any of the witness's property (whether real or personal) is liable to forfeiture or confiscation or is subject to restraint under a law of the State, another State, a Territory or the Commonwealth;

- (n) the witness's general medical and mental condition;
- (o) the general medical and mental condition of the witness's dependants;
- (p) details of any relevant court orders or arrangements —
 - (i) relating to custody of or access to children;
 - (ii) restraining the activities of the witness;
- (q) details of any business dealings in which the witness is involved;
- (r) details of any sentence or other order imposed on the witness for an offence and to which the witness is subject, together with copies of any relevant documents;
- (s) details of any order releasing the witness from custody such as an order as to bail or a parole order and to which the witness is subject, together with copies of any relevant documents;
- (t) details of any arrangements that the witness has made for —
 - (i) the service of documents on the witness;
 - (ii) representation in court proceedings;
 - (iii) enforcement of judgments in the witness's favour;
 - (iv) compliance with the enforcement of any judgments against the witness;
- (u) details of any threats or incidents, whether real or perceived, that could be regarded as a danger to the witness or to a person related to or associated with the witness.

Forms

6. (1) For the purposes of section 33 (1) of the Act, Form 1 in Schedule 1 is the prescribed form.

(2) For the purposes of section 33 (3) of the Act, Form 2 in Schedule 1 is the prescribed form.

SCHEDULE 1 — FORMS

[r. 6]

Form 1

Witness Protection (Western Australia) Act 1996
[s. 33 (1)]

Permission to participant not to disclose former identity

Under the above Act [*new identity of participant*], a participant in the State Witness Protection Program, has been given a new identity.

Under a law of this State the participant would, apart from section 33 of the above Act, be required to disclose his or her former identity for the purpose of [*state purpose*].

I, [*name of Commissioner or approved authority*], [*title*], acting under section 33 (1) of the above Act, give the participant permission not to disclose his or her identity for that purpose.

Dated:
Signature:

Form 2

Witness Protection (Western Australia) Act 1996
[s. 33 (3)]

**Permission under a complementary witness protection law to
participant not to disclose former identity**

Under the [*short title of complementary witness protection law*] [*new identity of participant*], a participant in the witness protection program established under that Act, has been given a new identity.

Under a law of this State the participant would, apart from section 33 of the *Witness Protection (Western Australia) Act 1996*, be required to disclose his or her former identity for the purpose of [*state purpose*].

I, [*name of Commissioner*], Commissioner of Police, acting under section [*number*] of the above complementary witness protection law, give the participant permission not to disclose his or her identity for that purpose.

Dated:
Signature:

By His Excellency's Command,

J. PRITCHARD, Clerk of the Council.

PE302

WITNESS PROTECTION (WESTERN AUSTRALIA) ACT 1996

**WITNESS PROTECTION (WESTERN AUSTRALIA)
DECLARATION 1996**

Made by the Minister for Police.

Citation

1. This declaration may be cited as the *Witness Protection (Western Australia) Declaration 1996*.

Commencement

2. This declaration comes into operation on the day on which the *Witness Protection (Western Australia) Act 1996* comes into operation.

Declaration as to complementary witness protection laws

3. These laws are declared to be complementary witness protection laws for the purposes of the Act:

- (a) *Witness Protection Act 1995* of New South Wales;
- (b) *Witness Protection Act 1996* of South Australia;
- (c) *Witness Protection Act 1991* of Victoria.

Dated 4th December 1996.

R. L. WIESE, Minister for Police.

PE502

**POLICE ACT 1892
PUBLIC AUCTION**

Under the provisions of the Police Act 1892, unclaimed and stolen property will be sold by public auction at the premises of Black Auctions, of Mummery Crescent, Bunbury on the 7th December 1996.

R. FALCONER, Commissioner of Police.

RACING, GAMING AND LIQUOR

RA401

LIQUOR LICENSING ACT 1988 SUMMARY OF LIQUOR LICENSING APPLICATIONS

The following is a summary of applications received under the Liquor Licensing Act 1988 and required to be advertised. Any person wishing to obtain more details about any application, or about the objection process, should contact the Liquor Licensing Division, 1st Floor, Hyatt Centre, 87 Adelaide Terrace, Perth (Telephone: 425 1888), or consult a solicitor or relevant industry organisation.

App. No.	Applicant	Nature of Application	Last Date for Objections
APPLICATIONS FOR TRANSFER OF LICENCE			
1526/96	Dalara Pty Ltd	Application for the transfer of a Hotel licence in respect of premises situated in Gascoyne Junction and known as Junction Hotel, from Dalara Pty Ltd (S87).	19/12/96
1527/96	Christopher Bernard Handyside & Edna Margaret Handyside	Application for the transfer of a Special Facility licence in respect of premises situated in Nannup and known as Redgum Hill Country Retreat, from Gerald John Monaghan.	16/12/96
1528/96	AAPC Properties Pty Ltd	Application for the transfer of a Special Facility licence in respect of premises situated in the Vines and known as Vines Resort, from Sanwa Vines Pty Ltd.	9/12/96
1529/96	Seabound Pty Ltd	Application for the transfer of a Restaurant licence in respect of premises situated in West Perth and known as Barringtons Seafood & Grill Restaurant, from Autoline Holdings Pty Ltd.	13/12/96
1530/96	Beachfront Holdings Pty Ltd	Application for the transfer of a Restaurant licence in respect of premises situated in Ardross and known as Piccolo Mondo, from Sacraville Holdings Pty Ltd.	18/12/96
APPLICATION FOR A GRANT OF A LICENCE			
953/96	Winterwine Holdings Pty Ltd	Application for the grant of a Restaurant licence in respect of premises situated in Nedlands and known as Jam Tarts Cafe Restaurant.	30/12/96
955/96	Pontills Nominees Pty Ltd	Application for the grant of a Liquor Store licence in respect of premises situated in Albany and known as Great Southern Liquor Store.	1/1/97

This notice is published under section 67 (5) of the Liquor Licensing Act 1988.

G. B. AVES, Director of Liquor Licensing.

SALARIES AND ALLOWANCES

SD401

SALARIES AND ALLOWANCES ACT 1975 SALARIES AND ALLOWANCES TRIBUNAL VARIATION OF A DETERMINATION ISSUED IN ACCORDANCE WITH SECTION 6(6) ELECTORATE ALLOWANCES

As the result of the redistribution of electoral boundaries undertaken by the Electoral Distribution Commissioners in 1994, a number of the electoral districts contained in the determination of this Tribunal dated 11 June 1996 will significantly alter in both size and name as from the date of the forthcoming State Election.

Advice was contained in the 11 June 1996 determination indicating that the Tribunal had considered the changes that would occur, and a table depicting the new electoral districts and proposed remuneration levels was included for the information of Members. The Tribunal further indicated that it would consider any submission it received in respect to the adequacy of the proposals and would issue a determination under section 6 (6) of the Salaries and Allowances Act 1975 when the date was fixed for the next State Election.

The electorate allowances contained in Part 1, Section 2 (2) of the determination dated 11 June 1996 shall cease at midnight on 14 December 1996 and will be replaced by the allowances determined hereunder.

Metropolitan Regions	\$1,556
Districts	
Roleystone, Swan Hills & Wanneroo	\$1,556

South West Region

Districts	
Albany, Bunbury, Dawesville & Mitchell	\$380
Vasse	\$1,973
Collie & Murray-Wellington	\$3,567
Stirling & Warren-Blackwood	\$6,754

Agricultural Region

Districts	
Geraldton	\$380
Avon & Wagin	\$6,754
Greenough, Merredin, Moore & Roe	\$9,944

Mining and Pastoral Region

Districts	
Kalgoorlie	\$380
Burrup, Eyre, Kimberley, Ningaloo & Pilbara	\$15, 323

Dated at Perth this 27th day of November 1996.

B. J. COLLIER, Chairman.
R. H. C. TURNER, Member.
J. A. S. MEWS, Member.
Salaries and Allowances Tribunal.

WATER

WA401

WATER BOARDS ACT 1904

BUNBURY WATER BOARD

Memorandum of Imposing Rates

To Whom it May Concern,

At the Special Meeting of the Bunbury Water Board held on 25 September 1996, it was resolved that the Rates and Charges specified hereunder should be imposed on all rateable properties within the District of the Bunbury Water Board in accordance with the Water Boards Act 1904 for the financial year 1 October 1996 to 30 September 1997.

Schedule of Charges—

- (a) An annual Supply Fee of \$27.00 will apply to all residential properties.
- (b) 0.72 cents in the dollar to be levied on the Gross Rental Value (GRV) of all developed residential zoned property.
- (c) 3.55 cents in the dollar to be levied on the GRV of all commercial zoned property.
- (d) 2.90 cents in the dollar to be levied on the GRV of all industrial zoned and special use zoned properties.
- (e) 3.20 cents in the dollar to be levied on the GRV of all public purpose zoned, rural zoned and sporting zoned properties.
- (f) 6.00 cents in the dollar to be levied on the GRV of all residential zoned vacant land.
- (g) The charge for non rateable properties under section 57 of the Water Board's Act to be \$285.00 per annum.

- (h) The charge (per kl) for water consumed at residential zoned properties to be—
- | | |
|---------------|--------|
| First 150 kl | \$0.34 |
| Next 200 kl | \$0.61 |
| Next 150 kl | \$0.89 |
| Next 200 kl | \$1.15 |
| Next 300 kl | \$1.36 |
| Next 1,000 kl | \$1.89 |
| Next 2,000 kl | \$2.10 |
- (i) Registered pensioners to receive 50% rebate of the total amount of the water rates payable and 50% rebate of the amount payable for water consumption up to 350 kl.
- (j) Registered seniors to receive 25% rates rebate and 50% rebate of the amount payable for water consumption up to 150 kl.
- (k) A rebate of 1 kl to be allowed for 61 cents of rates paid on non-residential zoned properties and the excess water to be at the rate of 61 cents per kl.

V. N. HALEY, Board Chairman.
G. T. ODDY, Chief Executive Officer.

TENDERS

ZT201

MAIN ROADS
WESTERN AUSTRALIA
Tenders

Advertised from 27/11/96 to 3/12/96

Tenders are invited for the following projects.

Tender documents are available from the Contracts Clerk, Supply Branch, Ground Floor, Waterloo Crescent, East Perth.

Tender No.	Description	Closing Date
		1996
231/96	Concrete Overlay of Bridges 582 & 583 (York Merredin Rd over Needling Brook & Sims Bridge) & 773 (Northam Pithara Rd)	17 December
376/96	Supply and Delivery of Traffic Signal Cable	10 December
403/96	Supply and Delivery of a SAA Class 2WB Back Hoe Loader	16 December
406/96	Provision of Services to Develop Road Strategies	17 December

ZT202

Acceptance of Tenders

Contracts awarded from 27/11/96 to 3/12/96

Contract No.	Description	Successful Tenderer	Amount
			\$
226/96	Supply, Delivery and Application of Crushed Aggregates & Bitumen to Various Roads within the South West Region	Pioneer Road Services Pty Ltd	2 829 827.61
96D32	Disposal of Various Equipment from Central Plant Depot	Alliance Group Pty Ltd	1 100.00
		Gorman Flooring Pty Ltd ...	875.00
		Metalwest Machinery	4 972.00
		RNR Contracting Pty Ltd ...	10 000.00
		Soltoggio Bros	812.00
		South City Truck Sales	18 150.00

D. R. WARNER, Director Corporate Services.

ZT301

DEPARTMENT OF CONTRACT AND MANAGEMENT SERVICES

Tenders Invited

Tender forms and full particulars of the Schedule hereunder may be obtained on application at the Tenders Office, 6th Floor, 2 Havelock Street, West Perth, WA 6005, or by contacting 222 5498 or 222 5005, Fax Nos. 222 5152 or 222 5150. Internet Address <http://www.wa.gov.au/contracts/>

Date of Advertising	Schedule No.	Description	Date of Closing
<i>Supply and Delivery</i>			
November 22	059A1996	Supply and Delivery of Fileservers for the Central Metropolitan College of TAFE	December 12
November 29	563A1996	Manufacture, Supply & Fitting of Equipment/Fittings to Eight (8) IVECO Daily 49.12 Vans for the Western Australia Police Service	December 20
<p>A briefing session will be held at the Police Academy Complex, 2 Swanbank Road, Maylands at 10.00am, Monday, 9 December 1996. A vehicle manufactured to the required specification will be available for inspection.</p>			
November 22	048A1996	Manufacture and Supply of Pullovers for the Western Australian Police Service	January 9
<p>A mandatory briefing session will be held at 10.30am on Monday, 9 December 1996 at the CAMS, State Contracts Conference Room, Dumas House, 6th floor, 2 Havelock Street, West Perth.</p>			
<i>Expression of Interest</i>			
November 29	EOI 61/96	Provision of Fleet Management of the Government Bus Fleet for the Department of Transport	December 23
<p>A briefing session will be held at the CAMS, Executive Conference Room, Dumas House, 2 Havelock Street, West Perth at 1.00pm, Thursday, 12 December 1996.</p>			
December 6	EOI 70/96	Provision of Total Offender Management Solution for the Ministry of Justice	February 6
<p>A briefing session will be held at the Canning Vale Prison Complex Social Club Facility, Nicholson Road, Canning Vale on Friday, 20 December 1996 at 9.00am.</p>			
<i>Request for Proposal</i>			
November 22	RFP 48/96	Provision of Services to Design, Produce, Obtain Marketing and Deliver the Intersector Magazine for the Public Sector Management Office	December 13
<p>A mandatory briefing session will be held at 10.00am on Friday, 29 November 1996 at the 14th floor, Training Room, 197 St George's Terrace, Perth. Please contact Mr Bob Taddeo on (09) 222 9741 by 4.00pm on Thursday, 28 November 1996 to confirm your attendance.</p>			
November 29	RFP 66/96	Design, Construction & Supply of a Twenty Five (25) Metre Passenger Ferry for the Department of Transport	December 19
<p>A briefing session will be held at the Department of Transport, 5th Floor, cnr Hay & Pier Streets, Perth at 10.00am, Tuesday, 10 December 1996.</p>			
November 29	RFP 68/96	Provision of Consultancy Services of a Cost Reduction Analyst for the South Metropolitan College of TAFE	December 19
<p>A mandatory briefing session will be held at the Main Conference Room, Library Block, Fremantle Campus, 15 Grosvenor Street, Beaconsfield at 10.00am on Tuesday, 10 December 1996.</p>			

Tenders Invited—continued

Date of Advertising	Schedule No.	Description	Date of Closing
<i>Request for Proposal—continued</i>			
December 6	RFP 65/96	Provision of Independent Standards Monitors for the Disability Services Commission	January 7
<p>A mandatory briefing session will be held at the Disability Services Commission, Level 4 Conference Rooms 2 & 3, 53 Ord Street, West Perth on Tuesday, 17 December 1996 at 10.00am. Please contact Ms Lynne Whittingham on (09) 426 9229 prior to 4.00pm on Monday, 16 December 1996, to confirm your attendance.</p>			
December 6	RFP 72/96	Engagement of a Consultant to Produce the Official Opening Ceremony for the Eighth World Swimming Championships for the WA Sports Centre Trust	January 8
December 6	RFP 71/96	Pre-Qualification of Suppliers for the Engagement of Consultants and Computing Personnel for the Provision of Computing and Information System Services for the Western Australian Department of Training	January 9
<p>A briefing session will be held at the Health Department, Seminar Room 2, 189 Royal Street, East Perth on Tuesday, 17 December 1996 at 10.00am.</p>			
<i>Provision of Service</i>			
September 27	384A1996	Mainframe/Server/Desktop Capacity and Services for the Business Information Processing Agencies Consortium (BIPAC) Provision of information technology capacity and services from the operation of mainframe computer centres, major client server systems and related support functions to a consortium of eleven (11) State Government Agencies	December 12
November 29	560A1996	Provision of Computer Hardware, Network Equipment and Cabling Services for Gold Corporation	December 12
<p>A briefing session will be held at Gold Corporation, 310 Hay Street, Perth at 10.00am, Wednesday, 4 December 1996.</p>			
November 22	253A1996	Provision of Security Services for the Central Metropolitan College of TAFE Campuses and Annexes for the Department of Training	December 13
November 22	352A1996	Provision of Gardening Services for the Central Metropolitan College of TAFE Campuses and Annexes for the Department of Training	December 13
November 29	562A1996	Purchase or Lease of New or Used Mobile Crane for the Port of Wyndham for the Department of Transport	December 18
November 29	130A1996	Gardening Services for the Peel Regional Campus for the South Metropolitan College of TAFE	December 19
November 29	173A1996	Provision of Systems Integration Services for the Valuer General's Office	December 19
November 29	174A1996	Provision of Systems Development Services—Panel Contract for the Valuer General's Office	December 19
November 29	220A1996	Provision of Internal Audit Services for the WA Tourism Commission	December 19
<p>A mandatory briefing session will be held at the 4th Floor, Theatrette, 16 St George's Terrace, Perth at 11.00am, Tuesday, 10 December 1996. Please confirm your attendance by contacting Mr Rod Martin on (09) 220 1886 prior to 4.00pm, Monday 9 December 1996.</p>			
November 29	557A1996	Provision of Consultancy and Programming Services for Information Systems Applications Development for the Office of Energy	December 19

Tenders Invited—continued

Date of Advertising	Schedule No.	Description	Date of Closing
<i>Provision of Service—continued</i>			
November 22	558A1996	Development of an Action Plan for Public Education on Road Safety in Western Australia for the Department of Transport	December 19
November 22	559A1996	Provision of Service for the Monitoring of Transperth Bus Gas Conversions for the Department of Transport	December 19
December 6	570A1996	Manufacture, Supply and Fitting of Two (2) only Van Bodies with Accessories for the Western Australia Police Service	December 20
December 6	569A1996	Provision of Service to Write and/or Deliver a Curriculum Competency-Based Outcomes for the Entry Level Prison Officer Training Course for the Ministry of Justice	December 23
December 6	131A1996	Consultancy for the Provision of Public Benefit Analysis Related to the National Competition Policy .	December 31
December 6	565A1996	Consultancy for the Development of a Services Information System for the Disability Services Commission	January 9
A briefing session will be held at the Disability Services Commission, Level 4 Conference Rooms 1, 2 and 3, 53 Ord Street, West Perth on Monday, 16 December 1996 at 10.00am.			

Tenders addressed to the Tenders Office, 6th floor, Dumas House, 2 Havelock Street, West Perth, WA 6005, before 2.30 pm W.S.T. on the nominated closing date.

Tenders must be properly endorsed on envelopes otherwise they are liable to rejection. No tender necessarily accepted.

ZT302*Accepted Tenders*

Schedule No.	Particulars	Contractor	Rate
<i>Provision of Service</i>			
536A1996	Provision of a Helicopter Charter Service in the Pilbara Area for the Water & Rivers Commission	Helicopteres (Australia) Pty Ltd	Details on request
539A1996	Provision of a Helicopter Charter Service in the Kimberley Area for the Water & Rivers Commission	Heliwork W.A. Pty Ltd	Details of request
351B1996	Provision of Gardening Services for the South East Metropolitan College of TAFE—Carlisle Campus	Landscape Development .	\$32 485 p.a.

PUBLIC NOTICES**ZZ101****PUBLIC TRUSTEE ACT 1941**

Notice is hereby given that pursuant to section 14 of the Public Trustee Act 1941 and amendments the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 2nd day of December 1996.

K. E. BRADLEY, Public Trustee,
565 Hay Street, Perth WA 6000.

Name of Deceased; Address; Date of Death; Date Election Filed.
 Curgenvan, Bert Stewart; Maylands; 13th August 1996; 12th November 1996.
 Hay, Keith; Midland; 11th April 1996; 12th November 1996.
 Noogoodie, Marjorie; Kalgoorlie; 11th August 1996; 15th November 1996.
 Phillips, Maurice John; Perth; 24th August 1996; 18th November 1996.
 Holden, Edna Elizabeth; Bateman; 21st September 1996; 20th November 1996.
 Pohl, Hilda Alice; Bayswater; 17th September 1996; 27th November 1996.
 Hackwell, Brian Arthur; Perth; 29th September 1996; 28th November 1996.
 Nowotny, Valetta Cecilia; Como; 24th August 1996; 28th November 1996.
 Henshaw, Jessie; Shenton Park; 18th September 1996; 28th November 1996.
 Kilgore, Floyd Francis; Fremantle; 4th September 1996; 27th November 1996.

ZZ102**TRUSTEES ACT 1962****NOTICE TO CREDITORS AND CLAIMANTS**

Creditors and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the Estates of the undermentioned deceased persons are required to send particulars of their claims to me on or before the 6th January 1997, after which date I may convey or distribute the assets, having regard only to the claims of which I then have notice.

Brock, Mary Elizabeth, late of 137 Heytesbury Road, Subiaco, died 9/11/96. (DEC 297309 DD1)

Butcher, Audrey Clara, late of Kwinana Village Nursing Home, 44 Chilcott Street, Calista, died 23/10/96. (DEC 297376 DA4)

Chapman, Arthur Ford, late of 22 Monildra Drive, Mandurah, died 11/10/96. (DEC 296844 DA4)

Cole, Leslie Stewart, late of Waminda Hostel, Adie Court, Bentley, died 16/11/96. (DEC 297511 DA2)

Cook, Marie Lilian, late of Waminda Hostel, Adie Court, Bentley, died 12/11/96. (DEC 297607 DC4)

Davis, Olga Jean, late of 5 Claunelle Road, Armadale, died 4/11/96. (DEC 297561 DL4)

Dempsey, James Joseph, late of 5 Moira Road, Collie, formerly of 3/76 Johnstone Street, Collie, died 31/10/96. (DEC 297430 DC4)

Emery, Florence Mary, late of Carinya Village Lodge Nursing Home, 20 Plantation Street, Mount Lawley, died 20/11/96. (DEC 297572 DP4)

Hamming, Nellie, late of Carlisle Nursing Home, 110 Star Street, Carlisle, died 21/10/96. (DEC 297184 DL4)

Johnston, John Albert Douglas, late of 4 Craiglea Crescent, Manning, died 3/11/96. (DEC 297653 DG3)

Marshall, John Boyes, late of 16 Throssell Street, Collie, died 29/10/96. (DEC 297531 DC2)

Penton, Isabella, late of Charles Jenkins Hospital, Rowethorpe Homes, Hill View Terrace, Bentley, died 2/11/96. (DEC 297604 DA3)

Sorensen, Roy, late of 9 Armytage Way, Hillarys, died 1/11/96. (DEC 297576 DS2)

Stevens, Fanny, late of Ngurra Karnpi Home, Park Street, Kalgoorlie, died 21/8/96. (DEC 297495 DE3)

White, Nigel Stewart, late of 1/17 Oberthur Street, Kalgoorlie, died 4/9/96. (DEC 295341 DE3)

K. E. BRADLEY, Public Trustee,
 Public Trust Office, 565 Hay Street, Perth WA 6000.
 Telephone: 222 6777.

ZZ301**INQUIRY AGENTS LICENSING ACT 1954****APPLICATION FOR LICENCE IN THE FIRST INSTANCE**

To the Court of Petty Sessions at Central Law Courts.

I, Lester Alexander Rowe of 5 Marriot Street, Cannington, Phone number Home 451 7450, Work 015 477701, Inquiry Agent having attained the age of twenty-one years, hereby apply on my own behalf for a licence under the abovementioned Act. The principal place of business will be at 4/38 Mason Street, Cannington.

Dated the 28th day of June 1996.

L. A. ROWE, Signature of Applicant.

Appointment of Hearing

I hereby appoint the 7th day of January 1997 at 2.15 o'clock in the afternoon as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 11th day of November, 1996.

M. MEE, Clerk of Petty Sessions.

Objection to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

ZZ302

INQUIRY AGENTS LICENSING ACT 1954

APPLICATION FOR LICENCE IN THE FIRST INSTANCE

To the Court of Petty Sessions at Rockingham.

I, Brian Joseph Malacari of 7 Menton Place, Secret Harbour WA, Phone number Home 524 7456, Work 0411 464139 having attained the age of twenty-one years, hereby apply on my own behalf for a licence under the abovementioned Act. The principal place of business will be at 7 Menton Place, Secret Harbour.

Dated the 15th day of November 1996.

B. J. MALACARI, Signature of Applicant.

Appointment of Hearing

I hereby appoint the 23rd day of December 1996 at 9.30 o'clock in the forenoon as the time for the hearing of the foregoing application at the Court of Petty Sessions at Rockingham.

Dated the 15th day of November, 1996.

STEVEN GEORGE FORD, Clerk of Petty Sessions.

Objection to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

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LOCAL GOVERNMENT ACT 1995

Shire of Ashburton Parking and Parking Facilities Local Law 2013

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Ashburton resolved on 13 March 2013 to make the following local law.

Part 1 - Definitions and Operation

1.1 Citation

This local law may be cited as the *Shire of Ashburton Parking and Parking Facilities Local Law 2013*.

1.2 Commencement

This local law will come into effect 14 days after the date of its publication in the *Government Gazette*.

1.3 Repeal

The Shire of Ashburton Parking Facilities By-laws published in the *Government Gazette* on 6 December 1996 is repealed.

1.4 Definitions

In this local law unless the context otherwise requires:

ACROD sticker has the meaning given to it by the Code;

Act means the *Local Government Act 1995*;

Authorized Person means a person appointed by the local government under section 9.10 of the Act, to perform any of the functions of an Authorized Person under this local law;

authorized vehicle means a vehicle authorized by the local government, Chief Executive Officer, Authorized Person or by any written law to park on a thoroughfare or parking facility;

bicycle has the meaning given to it by the Code;

bicycle path has the meaning given to it by the Code;

bus has the meaning given to it by the Code;

bus embayment has the meaning given to it by the Code;

bus stop has the meaning given to it by the Code;

bus zone has the meaning given to it by the Code;

caravan has the meaning given to it by the *Caravans Parks and Camping Grounds Act 1995*;

carriageway means a portion of road that is improved, designed or ordinarily used for vehicular traffic and includes the shoulders, and areas, including embayments, at the side or centre of the carriageway, used for the stopping or parking of vehicles; and where a road has two or more of those portions divided by a median strip, the expression means each of those portions, separately;

centre in relation to a carriageway, means a line or a series of lines, marks or other indications:

- (a) for a two-way carriageway – placed so as to delineate vehicular traffic travelling in different directions; or
- (b) in the absence of any such lines, marks or other indications – the middle of the main, travelled portion of the carriageway;

children’s crossing has the meaning given to it by the Code;

CEO means the Chief Executive Officer of the local government;

Code means the Road Traffic Code 2000;

commercial vehicle means a motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of passengers, and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

district means the district of the local government;

driver means any person driving or in control of a vehicle;

edge line for a carriageway means a line marked along the carriageway at or near the far left or the far right of the carriageway;

emergency vehicle has the meaning given to it by the Code;

footpath has the meaning given to it by the Code;

GVM (which stands for 'gross vehicle mass') has the meaning given to it by the Code;

Loading Zone means a length of carriageway to which a “loading zone” sign applies;

local government means the Shire of Ashburton;

mail zone has the meaning given to it by the Code;

median strip has the meaning given to it by the Code;

motorcycle has the meaning given to it by the Code;

motor vehicle means a self-propelled vehicle that is not operated on rails; and the expression includes a trailer, semi-trailer or caravan while attached to a motor vehicle, but does not include a power assisted pedal cycle;

no parking area has the meaning given to it by the Code;

no parking sign means a sign with the words 'no parking' in red letters on a white background, or the letter 'P' within a red annulus and a red diagonal line across it on a white background;

no stopping area has the meaning given to it by the Code;

no stopping sign means a sign with the words 'no stopping' or 'no standing' in red letters on a white background or the letter 'S' within a red annulus and a red diagonal line across it on a white background;

occupier has the meaning given to it by the Act;

owner

- (a) where used in relation to a vehicle licensed under the Road Traffic Act, means the person in whose name the vehicle has been registered under that Road Traffic Act;
- (b) where used in relation to any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and
- (c) where used in relation to land, has the meaning given to it by the Act;

park in relation to a vehicle, means to permit a vehicle, whether attended or not by any person, to remain stationary except for the purpose of:

- (a) avoiding conflict with other traffic;
- (b) complying with the provisions of any law; or
- (c) taking up or setting down persons or goods (*maximum of 2 minutes*);

parking area has the meaning given to it by the Code;

parking facilities includes land, buildings, shelters, parking stalls and other facilities open to the public generally for the parking of vehicles and signs, notices and facilities used in connection with the parking of vehicles;

parking region means the area described in Schedule 1;

parking stall means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked;

parking station means any land, or structure provided for the purpose of accommodating vehicles;

pedestrian crossing has the meaning given to it by the Code;

public place means any place to which the public has access whether or not that place is on private property;

reserve means any land:

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

Road Traffic Act means the *Road Traffic Act 1974*;

Schedule means a Schedule to this local law;

shared zone has the meaning given to it by the Code;

sign includes a traffic sign, inscription, road marking, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking station or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the parking of vehicles;

special purpose vehicle has the meaning given to it by the Code;

stop in relation to a vehicle means to stop a vehicle and permit it to remain stationary, except for the purposes of avoiding conflict with other traffic or of complying with the provisions of any law;

symbol includes any symbol specified by Australian Standard 1742.11-1989 and any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this local law shall be also deemed to include a reference to the corresponding symbol;

taxi means a taxi within the meaning of the *Taxi Act 1994* or a taxi-car in section 47Z of the *Transport Co-ordination Act 1966*;

taxi zone has the meaning given to it by the Code;

thoroughfare has the meaning given to it by the Act;

traffic island has the meaning given to it by the Code;

trailer means any vehicle without motive power of its own, designed for attachment to a motor vehicle for the purpose of being towed, but does not include the rear portion of an articulated vehicle, or a side car;

vehicle has the meaning given to it by the Code;

verge means the portion of a thoroughfare which lies between the boundary of a carriageway and the adjacent property line but does not include a footpath.

1.5 **Application of Particular Definitions**

- (1) For the purposes of the application of the definitions 'no parking area' and 'parking area' an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.
- (2) Unless the context otherwise requires, where a term is used, but not defined, in this local law, and that term is defined in the Road Traffic Act or in the Code, then the term shall have the meaning given to it in that Act or the Code.

1.6 **Application and pre-existing signs**

- (1) Subject to subclause (2), this local law applies to the parking region.
- (2) This local law does not apply to a parking facility or a parking station that is not occupied by the local government, unless the local government and the owner or occupier of that facility or station have agreed in writing that this local law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.
- (4) A sign that:
 - (i) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this local law; and
 - (ii) relates to the parking of vehicles within the parking region, shall be deemed for the purposes of this local law to have been erected by the local government under the authority of this local law.
- (5) An inscription or symbol on a sign referred to in subclause (5) operates and has effect according to its tenor, and where the inscription or symbol relates to the stopping of vehicles, it shall be deemed for the purposes of this local law to operate and have effect as if it related to the parking of vehicles.
- (6) The provisions of Parts 2 - 5 do not apply to a bicycle parked at a bicycle rail or bicycle rack.

1.7 **Classes of vehicles**

For the purpose of this local law, vehicles are divided into classes as follows:

- (a) buses;
- (b) commercial vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other vehicles.

1.8 **Part of thoroughfare to which sign applies**

Where under this local law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which:

- (1) lies beyond the sign;
- (2) lies between the sign and the next sign beyond that sign; and
- (3) is on that side of the thoroughfare nearest to the sign.

1.9 **Powers of the local government**

The local government may, by resolution, prohibit or regulate by signs or otherwise, the stopping or parking of any vehicle or any class of vehicles in any part of the parking region but must do so consistently with the provisions of this local law.

Part 2 - Parking Stalls and Parking Stations

2.1 **Determination of parking stalls and parking stations**

- (1) The local government may by resolution constitute, determine and vary:
 - (a) parking stalls;
 - (b) parking stations;
 - (c) permitted time and conditions of parking in parking stalls and parking stations which may vary with the locality;
 - (d) permitted classes of vehicles which may park in parking stalls and parking stations;
 - (e) permitted classes of persons who may park in specified parking stalls or parking stations; and
 - (f) the manner of parking in parking stalls and parking stations.
- (2) Where the local government makes a determination under subclause (1) it shall erect signs to give effect to the determination.

2.2 **Vehicles to be within parking stall on thoroughfare**

- (1) Subject to subclause (2), (3) and (4), a person shall not park a vehicle in a parking stall in a thoroughfare otherwise than:
 - (a) parallel to and as close to the kerb as is practicable;
 - (b) wholly within the stall; and
 - (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the stall is situated.

- (2) Subject to subclause (3) where a parking stall in a thoroughfare is set out otherwise than parallel to the kerb, then a person must park a vehicle in that stall wholly within it.
- (3) If a vehicle is too long or too wide to fit completely within a single parking stall then the person parking the vehicle shall do so within the minimum number of parking stalls needed to park that vehicle.
- (4) A person shall not park a vehicle partly within and partly outside a parking area.

2.3 **Parking prohibitions and restrictions**

- (1) A person shall not:
 - (d) park a vehicle so as to obstruct an entrance to, or an exit from a parking station, or an access way within a parking station;
 - (e) except with the permission of the local government or an Authorized Person park a vehicle on any part of a parking station contrary to a sign referable to that part;
 - (f) permit a vehicle to park on any part of a parking station, if an Authorized Person directs the driver of such vehicle to move the vehicle; or
 - (g) park or attempt to park a vehicle in a parking stall in which another vehicle is parked but this paragraph does not prevent the parking of a motorcycle and a bicycle together in a stall marked 'M/C', if the bicycle is parked in accordance with subclause (2).
- (2) No person shall park any bicycle:
 - (a) in a parking stall other than in a stall marked 'M/C'; and
 - (b) in such stall other than against the kerb.
- (3) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a permissive parking stall or station (except in a parking area for people with disabilities) for twice the length of time allowed, provided that:
 - (a) the driver's vehicle displays an ACROD sticker; and
 - (b) a person with disabilities to which that ACROD sticker relates is either the driver of or a passenger in the vehicle.

Part 3 - Parking Generally

3.1 **Restrictions on parking in particular areas**

- (1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare or part of a thoroughfare, or part of a parking station:

- (a) if by a sign it is set apart for the parking of vehicles of a different class;
 - (b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or
 - (c) during any period when the parking of vehicles is prohibited by a sign.
- (2) (a) This subclause applies to a driver if:
- (i) the driver's vehicle displays an ACROD sticker; and
 - (ii) a disabled person to which the ACROD sticker relates is either the driver of the vehicle or a passenger in the vehicle.
- (b) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking station, except in a thoroughfare or a part of a thoroughfare or part of a parking station to which a disabled parking sign relates for twice the period indicated on the sign.
- (3) A person shall not park a vehicle:
- (a) in a no parking area;
 - (b) in a parking area, except in accordance with both the signs associated with the parking area and with this local law;
 - (c) in a stall marked 'M/C' unless it is a motorcycle without a sidecar or a trailer, or it is a bicycle.
- (4) A person shall not park a motorcycle without a sidecar or a trailer, or a bicycle in a parking stall unless the stall is marked 'M/C'.
- (5) A person shall not, without the prior permission of the local government, the CEO, or an Authorized Person, park a vehicle in an area designated by a sign stating 'Authorized Vehicles Only'.

3.2 **Parking vehicle on a carriageway**

- (1) A person parking a vehicle on a carriageway other than in a parking stall shall park it:
- (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;
 - (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

- (c) so that at least 3 metres of the width of the carriageway lies between the vehicle and the farther boundary of the carriageway, or any continuous line or median strip, or between the vehicle and a vehicle parked on the farther side of the carriageway;
- (d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this local law; and
- (e) so that it does not obstruct any vehicle on the carriageway,

unless otherwise indicated on a parking regulation sign or markings on the roadway.

(2) In this clause, 'continuous dividing line' means –

- (a) a single continuous dividing line only;
- (b) a single continuous dividing line to the left or right of a broken dividing line; or
- (c) 2 parallel continuous dividing lines.

3.3 **When parallel and right-angled parking apply**

Where a traffic sign associated with a parking area is not inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), then unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles have to park in a different position, where the parking area is:

- (a) adjacent to the boundary of a carriageway, a person parking a vehicle in the parking area shall park it as near as practicable to and parallel with that boundary; and
- (b) at or near the centre of the carriageway, a person parking a vehicle in that parking area shall park it at approximately right angles to the centre of the carriageway.

3.4 **When angle parking applies**

(1) This clause does not apply to:

- (a) a passenger vehicle or a commercial vehicle with a mass including any load, of over three tonnes; or
- (b) a person parking either a motor cycle without a trailer or a bicycle.

(2) Where a sign associated with a parking area is inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), a person parking a vehicle in the area shall park the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway.

3.5 **General prohibitions on parking**

- (1)
 - (a) This clause does not apply to a vehicle parked in a parking stall nor to a bicycle in a bicycle rack.
 - (b) Subclauses (2)(c), (e) and (g) do not apply to a vehicle which parks in a bus embayment.
- (2) Subject to any law relating to intersections with traffic control signals a person shall not park a vehicle so that any portion of the vehicle is:
 - (a) between any other stationary vehicles and the centre of the carriageway;
 - (b) on or adjacent to a median strip;
 - (c) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;
 - (d) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;
 - (e) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
 - (f) on any footpath or pedestrian crossing;
 - (g) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of a carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;
 - (h) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
 - (i) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
 - (j) within 3 metres of a public letter pillar box, unless the vehicle is being used for the purposes of collecting postal articles from the pillar box;
or
 - (k) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked,

unless a sign or markings on the carriageway indicate otherwise.

- (3) A person shall not park a vehicle so that any portion of the vehicle is within 10 metres of the departure side of:

- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers; or
 - (b) a children's crossing or pedestrian crossing.
- (4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side of:
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers;
 - (b) a children's crossing or pedestrian crossing.
- (5) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

3.6 Authorized person may order vehicle on thoroughfare to be moved

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this local law after an Authorized Person has directed the driver to move it.

3.7 Authorized person may mark tyres

- (1) An Authorized Person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.
- (2) A person shall not remove a mark made by an Authorized Person so that the purpose of the affixing of such a mark is defeated or likely to be defeated.

3.8 No movement of vehicles to avoid time limitation

- (1) Where the parking of vehicles in a parking facility is permitted for a limited time, a person shall not move a vehicle within the parking facility so that the total time of parking exceeds the maximum time allowed for parking in the parking facility.
- (2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle along that thoroughfare so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the thoroughfare for at least two hours.

3.9 No parking of vehicles exposed for sale and in other circumstances

A person shall not park a vehicle on any portion of a thoroughfare:

- (a) for the purpose of exposing it for sale;
- (b) if that vehicle is not licensed under the Road Traffic Act;

- (c) if that vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

3.10 **Parking on private land**

- (1) In this clause a reference to 'land' does not include land:
 - (a) which belongs to the local government;
 - (b) of which the local government is the management body under the *Land Administration Act 1997*;
 - (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;
 - (d) which is the subject of an agreement referred to in clause 1.5(2); or
- (2) A person shall not park a vehicle on land without the consent of the owner or occupier of the land on which the vehicle is parked.
- (3) Where the owner or occupier of the land, by a sign referable to that land or otherwise, consents to the parking of vehicles of a specified class or classes on the land for a limited period, a person shall not park a vehicle on the land otherwise than in accordance with the consent.

3.11 **Parking on reserves**

No person other than an employee of the local government in the course of his or her duties or a person authorized by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

3.12 **Suspension of parking limitations for urgent, essential or official duties**

- (1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an Authorized Person may, subject to the Code, permit a person to park a vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.
- (2) Where permission is granted under subclause (1), the local government, the CEO or an Authorized Person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

Part 4 – Parking and Stopping Generally

4.1 No stopping and no parking signs, and yellow edge lines

(1) No stopping:

A driver shall not stop on a length of carriageway, or in an area, to which a 'no stopping' sign applies.

(2) No parking:

A driver shall not stop on a length of carriageway or in an area to which a 'no parking' sign applies, unless the driver is-

- (a) dropping off, or picking up, passengers or goods;
- (b) does not leave the vehicle unattended; and
- (c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.

unattended, in relation to a vehicle, means that the driver has left the vehicle so that the driver is more than 3 metres from the closest point of the vehicle.

(3) No stopping on a carriageway with yellow edge lines

A driver shall not stop at the side of a carriageway marked with a continuous yellow edge line.

Part 5 – Stopping In Zones For Particular Vehicles

5.1 Stopping in a loading zone

A person shall not stop a vehicle in a loading zone unless it is:

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle taking up or setting down passengers,

but, in any event, shall not remain in that loading zone:

- (c) for longer than a time indicated on the 'loading zone' sign; or
- (d) longer than 30 minutes (if no time is indicated on the sign).

5.2 Stopping in a taxi zone or a bus zone

(1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.

(2) A driver shall not stop in a bus zone unless the driver is driving a public bus, or a bus of a type that is permitted to stop at the bus zone by information on or with the 'bus zone' sign applying to the bus zone.

5.3 **Stopping in a mail zone**

A person shall not stop a vehicle in a mail zone.

5.4 **Other limitations in zones**

A person shall not stop a vehicle in a zone to which a traffic sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a traffic sign that applies to the zone.

Part 6 – Other Places Where Stopping Is Restricted

6.1 **Stopping in a shared zone**

A driver shall not stop in a shared zone unless:

- (1) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law;
- (2) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law;
- (3) the driver is dropping off, or picking up, passengers or goods; or
- (4) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

6.2 **Double parking**

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is between any other stopped vehicle and the centre of the carriageway.
- (2) This clause does not apply to:
 - (a) a driver stopped in traffic; or
 - (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this local law.

6.3 **Stopping near an obstruction**

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

6.4 **Stopping on a bridge or in a tunnel, etc.**

- (1) A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless:
 - (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or

- (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.
- (2) A driver shall not stop a vehicle in a tunnel or underpass unless:
 - (a) the carriageway is at least as wide in the tunnel or underpass as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
 - (b) the driver of a motor vehicle stops at a bus stop, or in a bus zone or parking area marked on the carriageway, for the purpose of setting down or taking up passengers.

6.5 Stopping on crests, curves, etc.

- (1) Subject to subclause (2), a driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 50 metres within a built-up area, and from a distance of 150 metres outside a built-up area.
- (2) A driver may stop on a crest or curve on a carriageway that is not in a built-up area if the driver stops at a place on the carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

6.6 Stopping near a fire hydrant etc

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless:
 - (a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and does not leave the bus unattended; or
 - (b) the driver is driving a taxi, and the driver stops in a taxi zone and does not leave the taxi unattended.
- (2) In this clause a driver leaves the vehicle 'unattended' if the driver leaves the vehicle so the driver is over 3 metres from the closest point of the vehicle.

6.7 Stopping at or near a bus stop

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, unless:
 - (a) the vehicle is a public bus stopped to take up or set down passengers; or
 - (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

- (2) In this clause:
 - (a) distances are measured in the direction in which the driver is driving; and
 - (b) a trailer attached to a public bus is deemed to be a part of the public bus.

6.8 **Stopping on a path, median strip, or traffic island**

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island or median strip, unless the driver stops in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

6.9 **Stopping on verge**

- (1) A person shall not:
 - (a) stop a vehicle (other than a bicycle);
 - (b) stop a commercial vehicle or bus, or a trailer or caravan unattached to a motor vehicle; or
 - (c) stop a vehicle during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge,so that any portion of it is on a verge.
- (2) Subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the premises adjacent to that verge, or is a person authorised by the occupier of those premises to stop the vehicle so that any portion of it is on the verge.
- (3) Subclause (1)(b) does not apply to a commercial vehicle when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the premises adjacent to the portion of the verge on which the commercial vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

6.10 **Obstructing access to and from a path, driveway, etc.**

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is in front of a path, in a position that obstructs access by vehicles or pedestrians to or from that path, unless:
 - (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.
- (2) A driver shall not stop a vehicle on or across a driveway or other way of access for vehicles travelling to or from adjacent land, unless:
 - (a) the driver is dropping off, or picking up, passengers; or

- (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.

6.11 Stopping near a letter box

A driver shall not stop a vehicle so that any portion of the vehicle is within 3 metres of a public letter box, unless the driver:

- (a) is dropping off, or picking up, passengers or mail; or
- (b) stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

6.12 Stopping on a carriageway – heavy and long vehicles

- (1) A person shall not park a vehicle or any combination of vehicles, that, together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes:
 - (a) on a carriageway in a built-up area, for any period exceeding one hour, unless engaged in the picking up or setting down of goods; or
 - (b) on a carriageway outside a built-up area, except on the shoulder of the carriageway, or in a truck bay or other area set aside for the parking of goods vehicles.
- (2) Nothing in this clause mitigates the limitations or condition imposed by any other clause or by any local law or traffic sign relating to the parking or stopping of vehicles.

6.13 Stopping on a carriageway with a bicycle parking sign

The driver of a vehicle (other than a bicycle) shall not stop on a length of carriageway to which a 'bicycle parking' sign applies, unless the driver is dropping off, or picking up, passengers.

6.14 Stopping on a carriageway with motor cycle parking sign

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a 'motor cycle parking' sign applies, or an area marked 'M/C' unless:

- (a) the vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

6.15 Stopping in a parking stall for people with disabilities

- (1) A driver shall not stop in a parking area for people with disabilities unless:
 - (a) the driver's vehicle displays an ACROD sticker; and
 - (b) either the driver or the passenger in that vehicle is a person with disabilities.

- (2) In this clause a 'parking area for people with disabilities' is a length or area:
- (a) to which a 'permissive parking' sign displaying a people with disabilities symbol applies;
 - (b) to which a 'people with disabilities parking' sign applies;
 - (c) indicated by a road marking (a 'people with disabilities road marking') that consists of, or includes, a people with disabilities symbol; or
 - (d) set aside within a parking region as a 'parking stall for use of a disabled person' under the *Local Government (Parking for Disabled Persons) Regulations 1988*.

Part 7 - Miscellaneous

7.1 Removal of notices on vehicle

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an Authorized Person.

7.2 Unauthorized signs and defacing of signs

A person shall not without the authority of the local government:

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this local law;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this local law or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this local law.

7.3 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this local law.

7.4 General provisions about signs

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this local law.
- (2) The first three letters of any day of the week when used on a sign indicate that day of the week.

7.5 Special purpose and emergency vehicles

Notwithstanding anything to the contrary in this local law, the driver of:

- (a) a special purpose vehicle may, only in the course of his or her duties and when it is expedient and safe to do so, stop, or park the vehicle in any place, at any time; and
- (b) an emergency vehicle may, in the course of his or her duties and when it is expedient and safe to do so or where he or she honestly and reasonably believes that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time.

7.6 Vehicles not to obstruct a public place

- (1) A person shall not leave a vehicle, or any part of a vehicle, in a public place so that it obstructs the use of any part of that public place without the permission of the local government or unless authorized under any written law.
- (2) A person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

Part 8 - Penalties

8.1 Offences and penalties

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) An offence against any provision of this local law is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (3) Any person who commits an offence under this local law shall be liable, upon conviction, to a penalty not exceeding \$1,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$100 for each day or part of a day during which the offence has continued.
- (4) The amount appearing in the final column of Schedule 2 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

8.2 Form of notices

For the purposes of this local law:

- (a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 3;
- (b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 3;
- (c) the form of the infringement notice referred to in section 9.17 of the Act which incorporates the notice referred to in section 9.13 of the Act, is that of Form 3 in Schedule 3; and
- (d) the form of the notice referred to in section 9.20 of the Act is that of Form 4 in Schedule 3.

Schedule 1
Parking Region
[clause 1.5]

The parking region is the whole of the district, but excludes the following portions of the district:

1. the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
2. prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and
3. any road which comes under the control of the Commissioner of Main Roads unless the control of parking and parking facilities on that road is carried out subject to the control and direction of the Commissioner of Main Roads or has been delegated by the Commissioner to the local government.

Schedule 2
Prescribed Offences
[clause 8.1]

Parking and Parking Facilities Local Law 2013

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
1	2.2	Failure to park wholly within parking stall	60
2	2.2(4)	Failure to park wholly within parking area	60
3	2.3(1)(a)	Causing obstruction in parking station	60
4	2.3(1)(b)	Parking contrary to sign in parking station	60
5	2.3(1)(c)	Parking contrary to directions of Authorized Person	60
6	2.3(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	60
7	3.1(1)(a)	Parking wrong class of vehicle	100
8	3.1(1)(b)	Parking by persons of a different class	100
9	3.1(1)(c)	Parking during prohibited period	100
10	3.1(3)(a)	Parking in no parking area	80
11	3.1(3)(b)	Parking contrary to signs or limitations	60
12	3.1(3)(c)	Parking vehicle in motor cycle only area	60
13	3.1(4)	Parking motor cycle in stall not marked 'M/C'	60
14	3.1(5)	Parking without permission in an area designated for 'Authorised Vehicles Only'	65
15	3.2(1)(a)	Failure to park on the left of two-way carriageway	80
16	3.2(1)(b)	Failure to park on boundary of one-way carriageway	60
17	3.2(1)(a) or 3.2(1)(b)	Parking against the flow of traffic	80
18	3.2(1)(c)	Parking when distance from farther boundary less than 3 metres	60
19	3.2(1)(d)	Parking closer than 1 metre from another vehicle	60
20	3.2(1)(e)	Causing obstruction	125
21	3.3(b)	Failure to park at approximate right angle	60
22	3.4(2)	Failure to park at an appropriate angle	60
23	3.5(2)(a) and 6.2	Double parking	125
24	3.5(2)(b)	Parking on or adjacent to a median strip	80

25	3.5(2)(c)	Denying access to private drive or right of way	125
26	3.5(2)(d)	Parking beside excavation or obstruction so as to obstruct traffic	125
27	3.5(2)(e)	Parking within 10 metres of traffic island	60
28	3.5(2)(f)	Parking on footpath/pedestrian crossing	150
29	3.5(2)(g)	Parking contrary to continuous line markings	60
30	3.5(2)(h)	Parking on intersection	150
31	3.5(2)(i)	Parking within 1 metre of fire hydrant or fire plug	80
32	3.5(2)(j)	Parking within 3 metres of public letter box	60
33	3.5(2)(k)	Parking within 10 metres of intersection	60
34	3.5(3)(a) or (b)	Parking vehicle within 10 metres of departure side of bus stop, children's crossing or pedestrian crossing	60
35	3.5(4)(a) or (b)	Parking vehicle within 20 metres of approach side of bus stop, children's crossing or pedestrian crossing	60
36	3.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	60
37	3.6	Parking contrary to direction of Authorized Person	150
38	3.7(2)	Removing mark of Authorized Person	55
39	3.8	Moving vehicle to avoid time limitation	60
40	3.9(a)	Parking in thoroughfare for purpose of sale	125
41	3.9(b)	Parking unlicensed vehicle in thoroughfare	100
42	3.9(c)	Parking a trailer/caravan on a thoroughfare	100
43	3.9(d)	Parking in thoroughfare for purpose of repairs	125
44	3.10(1) or (2)	Parking on land that is not a parking facility without consent	125
45	3.10(3)	Parking on land not in accordance with consent	125
46	3.11	Driving or parking on reserve	125
47	4.1(1)	Stopping contrary to a 'no stopping' sign	125
48	4.1(2)	Parking contrary to a 'no parking' sign	85
49	4.1(3)	Stopping within continuous yellow lines	125
50	5.1	Stopping unlawfully in a loading zone	85
51	5.2	Stopping unlawfully in a taxi zone or bus zone	100
52	5.3	Stopping unlawfully in a mail zone	70
53	5.4	Stopping in a zone contrary to a sign	60
54	6.1	Stopping in a shared zone	60

55	6.3	Stopping near an obstruction	125
56	6.4	Stopping on a bridge or tunnel	100
57	6.5	Stopping on crests/curves etc	100
58	6.6	Stopping near fire hydrant	80
59	6.7	Stopping near bus stop	85
60	6.8	Stopping on path, median strip or traffic island	125
61	6.9	Stopping on verge	60
62	6.10	Obstructing path, a driveway etc	125
63	6.11	Stopping near letter box	60
64	6.12	Stopping heavy or long vehicles on carriageway	85
65	6.13	Stopping in bicycle parking area	60
66	6.14	Stopping in motorcycle parking area	60
67	6.15	Stopping in disabled parking area	120
68	7.6	Leaving vehicle so as to obstruct a public place	80

Schedule 3
Forms
Local Government Act 1995

Form 1
Parking and Parking Facilities Local Law 2013
Notice To Owner Of Vehicle Involved In Offence
[clause 8.2(a)]

Date / /

To: (1)

of: (2)

It is alleged that on / / at (3)

at (4) your vehicle:

make: ;

model: ;

registration: ,

was involved in the commission of the following offence -
.....
.....
.....
.....

contrary to clause of the **Parking and Parking Facilities Local Law 2013**.

You are required under section 9.13 of the Local Government Act 1995 to identify the person who was the driver or person in charge of the vehicle at the time when the offence is alleged to have been committed.

If you do not prove otherwise, you will be deemed to have committed the offence unless:

- (a) within 28 days after being served with this notice;
 - (i) you inform the Chief Executive Officer or another authorized officer of the local government as to the identity and address of the person who was the driver or person in charge of the vehicle at the time the offence is alleged to have been committed; and
 - (ii) you satisfy the Chief Executive Officer that the vehicle had been stolen, or was being unlawfully used, at the time the offence is alleged to have been committed;

or

- (b) you were given an infringement notice for the alleged offence and the modified penalty specified in it is paid within 28 days after the notice was given or such further time as is allowed.

(5)

(6)

Insert:

- (1) Name of owner or 'the owner'
- (2) Address of owner (not required if owner not named)
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Signature of authorized person
- (6) Name and title of authorized person giving notice

Schedule 3
Local Government Act 1995

Form 2
Parking and Parking Facilities Local Law 2013
Infringement Notice
[clause 8.2(b)]

Serial No

Date / /

To: (1)
of: (2)

It is alleged that on / / at (3)
at (4)
in respect of vehicle:

make: ;

model: ;

registration: ,

you committed the following offence:

.....
.....
.....

contrary to clause of the **Parking and Parking Facilities Local Law 2013**.

The modified penalty for the offence is \$

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorized person at (5) within a period of 28 days after the giving of this notice.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable.

If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.

(6)

(7)

Insert:

- (1) Name of alleged offender or 'the owner'
- (2) Address of alleged offender
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorized person
- (7) Name and title of authorized person giving notice

Schedule 3
Local Government Act 1995

Form 3
Parking and Parking Facilities Local Law 2013
Infringement Notice
[clause 8.2(c)]

Serial No

Date / /

To: (1)

of: (2)

It is alleged that on / / at (3)
at (4)
in respect of vehicle:

make: ;

model: ;

registration: ,

you committed the following offence:

.....
.....
.....

contrary to clause of the **Shire of Ashburton Parking and Parking Facilities Local Law 2013**.

The modified penalty for the offence is \$

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorized person at (5) within a period of 28 days after the giving of this notice.

Unless within 28 days after being served with this notice:

- (a) you pay the modified penalty; or
- (b) you:

- (i) inform the Chief Executive Officer or another authorized officer of the local government as to the identity and address of the person who was the driver or person in charge of the above vehicle at the time the offence is alleged to have been committed; or
- (ii) satisfy the Chief Executive Officer that the above vehicle had been stolen or was being unlawfully used at the time the offence is alleged to have been committed,

you will, in the absence of proof to the contrary, be deemed to have committed the above offence and court proceedings may be instituted against you.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable.

If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.

(6)

(7)

Insert:

- (1) Name of owner or 'the owner'
- (2) Address of owner (not required if owner not named)
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorized person
- (7) Name and title of authorized person giving notice

Schedule 3
Local Government Act 1995

Form 4
Parking and Parking Facilities Local Law 2013
Withdrawal of Infringement Notice
[clause 8.2(d)]

Serial No

Date / /

To: (1)

of: (2)

Infringement Notice No. dated / /

in respect of vehicle:

make: ;

model: ;

registration: ,

for the alleged offence of
.....
.....
.....

has been withdrawn.

The modified penalty of \$

- has been paid and a refund is enclosed.
- has not been paid and should not be paid.
- delete as appropriate.

(3)

(4)

Insert:

- (1) Name of alleged offender to whom infringement notice was given or 'the owner'.
- (2) Address of alleged offender.
- (3) Signature of authorized person
- (4) Name and title of authorized person giving notice

Dated: 13 March 2013

The Common Seal of the Shire of Ashburton was affixed by authority of a resolution of the Council in the presence of —

RON YURYEVICH, Commissioner.

F LUDOVICO, Acting Chief Executive Officer.

Shire of Ashburton Parking and Parking Facilities Local Law 2013

Please find the Departments comments on your proposed Parking and Parking Facilities Local Law below for consideration:

1. Citation clause

It appears that your citation clause has also included the commencement of the local law. It is suggested that the commencement be listed as a separate clause following the citation clause to display as follows:

1.1 Citation

This local law may be cited as the *Shire of Ashburton Parking and Parking Facilities Local Law 2013*.

1.2 Commencement

This local law will come into effect 14 days after the date of its publication in the *Government Gazette*.

In the event the Shire does this, the Shire should account for any changes in the contents page and the numbering of the other clauses in Part 1.

2. Clause 1.3 - Definitions

The Shire has included the actual definitions given by the Code in "note form". These definitions should not be included in the local law that is submitted to the Committee or published in the Government Gazette. However, you may choose to retain the definitions in the copies that are provided at the Council office for public viewing and inspection.

It is suggested that the definition for **caravan** be reworded as follows:

caravan has the meaning given to it by the *Caravans Parks and Camping Grounds Act 1995*;

It is suggested that the definition for **carriageway** use the word 'road' instead of 'thoroughfare', so that the definition is consistent with that given in the *Road Traffic Code 2000*.

It is suggested that the definition for **Loading Zone** should be reworded as follows:

Loading Zone means a length of carriageway to which a "loading zone" sign applies;

Or alternatively,

Loading Zone has the meaning given to it by the Code.

3. Clause 6.15

This clause sets out the conditions in which a person may park in a disabled parking area.

Under clause 8.1, the penalty for failing to comply with clause 6.15 would be an amount “not exceeding \$1000” or a modified penalty under schedule 2.

The Shire should be aware that the *Local Government (Parking for Disabled Persons) Regulations 1988* already sets penalties and modified penalties for misuse of disabled parking.

It is suggested that the Shire should amend the clause to ensure that the penalties and modified penalties are consistent with the regulations.

4. Clause 3.10 – Parking on private land

Subclause (1)(e) makes reference to a “Schedule 4”, which does not appear to be included.

It is suggested that clause 3.10(1)(e) either be deleted or Schedule 4 be included in the local law. If the Shire includes a Schedule 4 then this should also be added to the Contents page accordingly.

5. Schedule titles

It is suggested that schedule titles be bold, lower case, centralised and followed by a reference to the relevant clause in the local law:

E.g.

Schedule 1
Parking Region
[clause 1.5]

6. Schedule 2

Item 38, clause 3.7(2) prescribes the penalty for “Removing the mark of an Authorized Person” at \$88. The Shire should ensure that this is the amount they intended to prescribe as it appears to be a strange amount to specify.

Schedule 2 contains a potential issue regarding item 69. This item sets a modified penalty for “All other offences not specified”.

Under section 9.16(2) of the Local Government Act, a modified penalty can only be prescribed for an offence where:

- Commission of the offence is minor;
- Only straightforward issues of law and fact are involved in determining if the offence occurred; and
- The facts are easily ascertainable.

This may cause an issue since not all offences under the local law may be minor or involve simple issues. As a result, the Joint Standing Committee on Delegated Legislation may find an issue with item 69.

The Committee has not formed a general opinion on this issue and has stated that it will determine the issue on a case-by-case basis. The Shire is advised accordingly.

7. Minor edits

The following minor edits are suggested:

- Use lower case for the term 'local law';
- The Shire should also note that the local law title in clause 1.1, any reference to the "Government Gazette", and the title of the repeal local law in clause 1.2 should be italicised font.
- Amend references throughout from "these Local Laws" to "this local law"; and
- Ensure formatting is consistent throughout.

A scanned version of the proposed local law showing mark-ups is also attached. These are minor formatting errors and basic edits that are suggested.

Minister's Directions – pursuant to s. 3.12(7) of the LG Act 1995

Please note: Once the Shire has published a local law in the *Government Gazette*, you must comply with the requirements of the Minister's *Local Laws Explanatory Memoranda Directions 2010*. The Shire, within ten working days of the gazettal publication date, needs to forward the signed EM material to the Committee at the current address -

Committee Clerk
Joint Standing Committee on Delegated Legislation
Legislative Council Committee Office
GPO Box A11
PERTH WA 6837

Tel: 9222 7300 Fax: 9222 7805

E-mail: delleg@parliament.wa.gov.au

A copy of the Minister's Directions and EM forms can be downloaded from the Department's webpage at www.dlg.wa.gov.au. Failure to comply with the Directions may render the local law inoperable.

My comments:

- have been provided to assist you with drafting matters;
- do not constitute legal advice;
- have been provided in good faith for your consideration; and
- should not be taken as an approval of content.

You should ensure that your proposed local law has had a detailed editorial analysis, and that the content is in accordance with your Council's policies and objectives.

If you have any queries regarding any of the comments above please do not hesitate to contact myself on 6552 1468 or Mary Adam, Manager Legislation on 6552 1575.

Please feel free to forward me via email a further copy of your law once changes have been made for a final check over.

Kind Regards,
Antje Habedank

E1302135

MARK-UP
VERSION 70

ATTACHMENT 11.4D

LOCAL GOVERNMENT ACT 1995

Shire of Ashburton

PARKING AND PARKING FACILITIES LOCAL LAW 2012

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LOCAL GOVERNMENT ACT 1995

Shire of Ashburton

PARKING AND PARKING FACILITIES LOCAL LAW 2012

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Ashburton resolved on (*insert date*) to make the following local law.

Part 1 - Definitions and Operation

SEE NOTES (1.1) **1.1 Citation**

This Local Law may be cited as the Shire of Ashburton Parking and Parking Facilities Local Law 2012 and shall come into operation on the fourteenth day after the day on which it is published in the Government Gazette.

1.2 Repeal

The Shire of Ashburton Parking Facilities By-laws published in the *Government Gazette* on 6 December 1996 is repealed. *Italics*

1.3 Definitions

In this Local Law unless the context otherwise requires:

ACROD sticker has the meaning given to it by the Code;

Act means the *Local Government Act 1995*;

Authorized Person means a person ^{appointed} authorized by the local government under section 9.10 of the Act, to perform any of the functions of an Authorized Person under this Local Law;

authorized vehicle means a vehicle authorized by the local government, Chief Executive Officer, Authorized Person or by any written law to park on a thoroughfare or parking facility;

bicycle has the meaning given to it by the Code;

Note: The Code defines 'bicycle' to mean:

'a vehicle with 2 or more wheels that is built to be propelled by human power through a belt, chain or gears (whether or not it has an auxiliary motor):

(a) including a pedicab, penny-farthing and tricycle; but

(b) not including a wheelchair, wheeled recreational device, wheeled toy, scooter or a power-assisted pedal cycle (if the motor is operating);'

SEE NOTES

bicycle path has the meaning given to it by the Code;

Remove [Note: The Code defines 'bicycle path' to mean:

'a length of path beginning at a 'bicycle path' sign or a 'bicycle path' road marking and ending at the nearest of the following:

- (a) *an 'end bicycle path' sign, or an 'end bicycle path' road marking;*
- (b) *a 'separated footpath' sign or a 'separated footpath' road marking;*
- (c) *a carriageway;*
- (d) *the end of the path;'*

bus has the meaning given to it by the Code;

Remove [Note: The Code defines 'bus' to mean:

'a motor vehicle, built mainly to carry people, that seats over 12 adults (including the driver).'

bus embayment has the meaning given to it by the Code;

Remove [Note: The Code defines 'bus embayment' to mean:

'an embayment at the side of a carriageway, designed so that a public bus can be driven into it, for the purpose of allowing passengers to alight or enter, without impeding the flow of traffic on that carriageway, but does not include a bus lane.'

bus stop has the meaning given to it by the Code;

Remove [Note: The Code defines 'bus stop' to mean:

'a length of carriageway commencing 20m on the approach side of, and ending 10m on the departure side of, a post indicating that public busses stop at that 'point'.'

bus zone has the meaning given to it by the Code;

Remove [Note: The Code defines 'bus zone' to mean:

'a length of carriageway to which a 'bus zone' sign applies.'

caravan means a vehicle that is fitted or designed to allow human habitation and which is drawn by another vehicle, or which is capable of self-propulsion;

carriageway means a portion of thoroughfare that is improved, designed or ordinarily used for vehicular traffic and includes the shoulders, and areas, including embayments, at the side or centre of the carriageway, used for the stopping or parking of vehicles; and where a thoroughfare has two or more of those portions divided by a median strip, the expression means each of those portions, separately;

centre in relation to a carriageway, means a line or a series of lines, marks or other indications:

SEE NOTES ○

- (a) for a two-way carriageway – placed so as to delineate vehicular traffic travelling in different directions; or
- (b) in the absence of any such lines, marks or other indications – the middle of the main, travelled portion of the carriageway;

children's crossing has the meaning given to it by the Code;

Note: The Code defines 'Children's Crossing' to mean:

'a portion of carriageway between 2 parallel broken or unbroken lines, each approximately 150 millimetres wide and not more than 5 metres apart marked across, or partly across the carriageway and near which a fluorescent red-orange flag or sign bearing the words 'children crossing – stop', are displayed and, where the lines are so marked partly across a carriageway, includes a portion of the carriageway between the prolongations of those lines'

CEO means the Chief Executive Officer of the local government;

Code means the Road Traffic Code 2000;

commercial vehicle means a motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of passengers, and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

district means the district of the local government;

driver means any person driving or in control of a vehicle;

edge line for a carriageway means a line marked along the carriageway at or near the far left or the far right of the carriageway;

emergency vehicle has the meaning given to it by the Code;

Note: The Code defines 'emergency vehicle' to mean:

'a motor vehicle:

- (a) *when conveying a police officer on official duty or when that vehicle is stationary at any place connected with the official duty;*
- (b) *of a fire brigade on official duty, in consequence of a fire or an alarm of fire or of an emergency or rescue operation where human life is reasonably considered to be in danger;*
- (c) *being an ambulance, answering an urgent call or conveying any injured or sick person to any place for the provision of urgent treatment;*
- (d) *being used to obtain or convey blood or other supplies, drugs or equipment for a person urgently requiring treatment and duly*

Remove

authorised to carry a siren or bell for use as a warning instrument;
or

- (e) *duly authorised as an emergency vehicle for the purposes of these regulations, by the Director General'*

footpath has the meaning given to it by the Code;

Remove

Note: The Code defines 'footpath' to mean:

'an area that is open to the public that is designated for, or has as one of its main uses, use by pedestrians;'

GVM (which stands for 'gross vehicle mass') has the meaning given to it by the Code;

Remove

Note: The Code defines 'GVM' to mean:

'for a vehicle, the maximum loaded mass of the vehicle –

- (a) *specified by the manufacturer on an identification plate on the vehicle; or*
- (b) *if there is no specification by the manufacturer on an identification plate on the vehicle or if the specification is not appropriate because the vehicle is modified – certified by the Director General'.*

SEE NOTES

Loading Zone means a parking stall which is set aside for use by commercial vehicles if there is a sign referable to that stall marked 'Loading Zone';

local government means the Shire of Ashburton;

mail zone has the meaning given to it by the Code;

Remove

Note: The Code defines 'mail zone' to mean:

'the length of carriageway to which a 'mail zone' sign applies.'

median strip has the meaning given to it by the Code;

Remove

Note: The Code defines 'median strip' to mean:

'any physical provision, other than lines, dividing a road to separate vehicular traffic proceeding in opposing directions or to separate 2 one-way carriageways for vehicles proceeding in opposing directions'

motorcycle has the meaning given to it by the Code;

Remove

Note: The Code defines 'motorcycle' to mean:

a motor vehicle that has 2 wheels and includes:

- (a) a 2-wheeled motor vehicle with a sidecar attached to it that is supported by a third wheel; and

Remove

(b) a motor vehicle with 3 wheels that is ridden in the same way as a motor vehicle with 2 wheels,

but does not include any trailer;

motor vehicle means a self-propelled vehicle that is not operated on rails; and the expression includes a trailer, semi-trailer or caravan while attached to a motor vehicle, but does not include a power assisted pedal cycle;

no parking area has the meaning given to it by the Code;

Remove

Note: The Code defines 'no parking area' to mean:

(a) a portion of carriageway to which a 'no parking' sign applies; or

(b) an area to which a 'no parking' sign applies;

no parking sign means a sign with the words 'no parking' in red letters on a white background, or the letter 'P' within a red annulus and a red diagonal line across it on a white background;

no stopping area has the meaning given to it by the Code;

Remove

Note: The Code defines 'no stopping area' to mean:

(a) a portion of carriageway to which a 'no stopping' sign applies; or

(b) an area to which a 'no stopping' sign applies;

no stopping sign means a sign with the words 'no stopping' or 'no standing' in red letters on a white background or the letter 'S' within a red annulus and a red diagonal line across it on a white background;

occupier has the meaning given to it by the Act;

Remove

Note: The Act defines 'occupier' to mean:

'where used in relation to land means the person by whom or on whose behalf the land is actually occupied or, if there is no occupier, the person entitled to possession of the land, and includes a person in unauthorized occupation of Crown land and where under a licence or concession there is a right to take profit of Crown land specified in the licence or concession, means the person having that right';

owner

(a) where used in relation to a vehicle licensed under the Road Traffic Act, means the person in whose name the vehicle has been registered under that Road Traffic Act;

(b) where used in relation to any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and

(c) where used in relation to land, has the meaning given to it by the Act;

Note: The Act defines 'owner', where used in relation to land, to mean:

Remove

- '(a) a person who is in possession as:
 - (i) the holder of an estate of freehold in possession in the land, including an estate or interest under a contract or an arrangement with the Crown or a person, by virtue of which contract or arrangement the land is held or occupied with a right to acquire by purchase or otherwise the fee simple;
 - (ii) a Crown lessee or a lessee or tenant under a lease or tenancy agreement of the land which in the hands of the lessor is not rateable land under this Act, but which in the hands of the lessee or tenant is by reason of the lease or tenancy rateable land under this or another Act for the purposes of this Act;
 - (iii) a mortgagee of the land; or
 - (iv) a trustee, executor, administrator, attorney, or agent of a holder, lessee, tenant or mortgagee, mentioned in this paragraph;
- (b) where there is not a person in possession, means the person who is entitled to possession of the land in any of the capacities mentioned in paragraph (a), except that of mortgagee;
- (c) where, under a licence or concession there is a right to take profit of Crown land specified in the licence or concession, means the person having that right;
- (d) where a person is lawfully entitled to occupy land which is vested in the Crown, and which has no other owner according to paragraph (a), (b) or (c), means the person so entitled;
- (e) means a person who:
 - (i) under the Mining Act 1978, holds in respect of the land a mining tenement within the meaning given to that expression by that Act;
 - (ii) in accordance with the Mining Act 1978 holds, occupies, uses or enjoys in respect of the land a mining tenement within the meaning given to that expression by the Mining Act 1904; or
 - (iii) under the Petroleum Act 1967 holds in respect of the land a petroleum production licence or a petroleum exploration permit within the meaning given to each of those expressions by that Act;

or

Remove

- (f) *where a person is in the unauthorised occupation of Crown land, means the person so in occupation'.*

park in relation to a vehicle, means to permit a vehicle, whether attended or not by any person, to remain stationary except for the purpose of:

- (a) avoiding conflict with other traffic; ~~or~~
- (b) complying with the provisions of any law; or
- (c) taking up or setting down persons or goods (*maximum of 2 minutes*);

parking area has the meaning given to it by the Code;

Remove

Note: The Code defines 'parking area' to mean:

- '(a) *a portion of carriageway to which a 'permissive parking' sign applies; or*
- (b) *an area to which a 'permissive parking' sign applies;'*

parking facilities includes land, buildings, shelters, parking stalls and other facilities open to the public generally for the parking of vehicles and signs, notices and facilities used in connection with the parking of vehicles;

parking region means the area described in Schedule 1;

parking stall means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked;

parking station means any land, or structure provided for the purpose of accommodating vehicles;

pedestrian crossing has the meaning given to it by the Code;

Remove

Note: The Code defines pedestrian crossing to mean:

'a portion of a carriageway:

(a) *defined:*

(i) *by white stripes; or*

(ii) *by white or yellow stripes (according to the colour of the carriageway) and the portions of the carriageway lying between those stripes,*

in such a manner that each stripe is approximately parallel to the centre of the carriageway; and

(b) *near each end of which may be erected, on each side of the carriageway, so as to be clearly visible to an approaching driver, a "pedestrian crossing" sign';*

public place means any place to which the public has access whether or not that place is on private property;

reserve means any land:

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

Road Traffic Act means the *Road Traffic Act 1974*;

Schedule means a Schedule to this ~~Local~~ Law;

shared zone has the meaning given to it by the Code;

Remove

Note: The Code defines 'shared zone' to mean:

'the network of roads in an area with –

- (a) *a 'shared zone' sign on each road into the area, indicating the same number; and*
- (b) *an 'end shared zone' sign on each road out of the area*

Note: *There are a number of other permitted versions of each of these signs;*

Note: *A 'shared zone' sign may also have a different number on the sign'.*

sign includes a traffic sign, inscription, road marking, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking station or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the parking of vehicles;

special purpose vehicle has the meaning given to it by the Code;

Remove

Note: The Code defines 'special purpose vehicle' to mean:

- (a) *a vehicle being driven by a member of the Police Force (other than a police officer) on official duty or that vehicle when it is stationary at any place connected with the official duty;*
- (b) *a public utility service truck;*
- (c) *a tow truck;*
- (d) *a motor break-down service vehicle;*
- (e) *a vehicle being used by a government or local authority in connection with its roadwork or speed zoning functions; or*

(f) a vehicle duly authorised as a special purpose vehicle for the purposes of these regulations, by the Director General,

but does not include an emergency vehicle';

stop in relation to a vehicle means to stop a vehicle and permit it to remain stationary, except for the purposes of avoiding conflict with other traffic or of complying with the provisions of any law;

symbol includes any symbol specified by Australian Standard 1742.11-1989 and any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this Local Law shall be also deemed to include a reference to the corresponding symbol;

taxi means a taxi within the meaning of the *Taxi Act* 1994 or a taxi-car in section 47Z of the *Transport Co-ordination Act* 1966;

taxi zone has the meaning given to it by the Code;

Note: The Code defines 'taxi zone' to mean:

'a length of carriageway to which a 'taxi zone' applies.'

thoroughfare has the meaning given to it by the Act;

Note: The Act defines 'thoroughfare' to mean:

'a road or other thoroughfare and includes structures and other things appurtenant to the thoroughfare that are within its limits, and nothing is prevented from being a thoroughfare only because it is not open at each end'

traffic island has the meaning given to it by the Code;

Note: The Code defines 'traffic island' to mean:

'any physical provision, other than lines, marks or other indications on a carriageway, made at or near an intersection, to guide vehicular traffic;'

trailer means any vehicle without motive power of its own, designed for attachment to a motor vehicle for the purpose of being towed, but does not include the rear portion of an articulated vehicle, or a side car;

vehicle has the meaning given to it by the Code;

Note: The Code defines 'vehicle' according to the definition of 'vehicle' in the Road Traffic Act which includes an animal driven or ridden but does not include a wheeled toy or wheeled recreational device;

verge means the portion of a thoroughfare which lies between the boundary of a carriageway and the adjacent property line but does not include a footpath.

1.4 Application of Particular Definitions

- (1) For the purposes of the application of the definitions 'no parking area' and 'parking area' an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.
- (2) Unless the context otherwise requires, where a term is used, but not defined, in this Local Law, and that term is defined in the Road Traffic Act or in the Code, then the term shall have the meaning given to it in that Act or the Code.

1.5 Application and pre-existing signs

- (1) Subject to subclause (2), this Local Law applies to the parking region.
- (2) This Local Law does not apply to a parking facility or a parking station that is not occupied by the local government, unless the local government and the owner or occupier of that facility or station have agreed in writing that this Local Law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.
- (4) A sign that:
 - (i) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this Local Law; and
 - (ii) relates to the parking of vehicles within the parking region, shall be deemed for the purposes of this Local Law to have been erected by the local government under the authority of this Local Law.
- (5) An inscription or symbol on a sign referred to in subclause (4) operates and has effect according to its tenor, and where the inscription or symbol relates to the stopping of vehicles, it shall be deemed for the purposes of this Local Law to operate and have effect as if it related to the parking of vehicles.
- (6) The provisions of ~~Parts (2), (3), (4) and (5)~~ ^{Parts 2 - 5} do not apply to a bicycle parked at a bicycle rail or bicycle rack.

1.6 Classes of vehicles

For the purpose of this Local Law, vehicles are divided into classes as follows:

- (a) buses;
- (b) commercial vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other vehicles.

1.7 Part of thoroughfare to which sign applies

Where under this Local Law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which:

- (1) lies beyond the sign;
- (2) lies between the sign and the next sign beyond that sign; and
- (3) is on that side of the thoroughfare nearest to the sign.

1.8 Powers of the local government

The local government may, by resolution, prohibit or regulate by signs or otherwise, the stopping or parking of any vehicle or any class of vehicles in any part of the parking region but must do so consistently with the provisions of this Local Law.

Part 2 - Parking Stalls and Parking Stations

2.1 Determination of parking stalls and parking stations

- (1) The local government may by resolution constitute, determine and vary:
 - (a) parking stalls;
 - (b) parking stations;
 - (c) permitted time and conditions of parking in parking stalls and parking stations which may vary with the locality;
 - (d) permitted classes of vehicles which may park in parking stalls and parking stations;
 - (e) permitted classes of persons who may park in specified parking stalls or parking stations; and
 - (f) the manner of parking in parking stalls and parking stations.
- (2) Where the local government makes a determination under ^{subclause} ~~subsection~~ (1) it shall erect signs to give effect to the determination.

2.2 Vehicles to be within parking stall on thoroughfare

- (1) Subject to subclause (2), (3) and (4), a person shall not park a vehicle in a parking stall in a thoroughfare otherwise than:
 - (a) parallel to and as close to the kerb as is practicable;
 - (b) wholly within the stall; and
 - (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the stall is situated.

- (2) Subject to subclause (3) where a parking stall in a thoroughfare is set out otherwise than parallel to the kerb, then a person must park a vehicle in that stall wholly within it.
- (3) If a vehicle is too long or too wide to fit completely within a single parking stall then the person parking the vehicle shall do so within the minimum number of parking stalls needed to park that vehicle.
- (4) A person shall not park a vehicle partly within and partly outside a parking area.

2.3 Parking prohibitions and restrictions

- (1) A person shall not:
 - (a) park a vehicle so as to obstruct an entrance to, or an exit from a parking station, or an access way within a parking station;
 - (b) except with the permission of the local government or an Authorized Person park a vehicle on any part of a parking station contrary to a sign referable to that part;
 - (c) permit a vehicle to park on any part of a parking station, if an Authorized Person directs the driver of such vehicle to move the vehicle; or
 - (d) park or attempt to park a vehicle in a parking stall in which another vehicle is parked but this paragraph does not prevent the parking of a motorcycle and a bicycle together in a stall marked 'M/C', if the bicycle is parked in accordance with subclause (2).
- (2) No person shall park any bicycle:
 - (a) in a parking stall other than in a stall marked 'M/C'; and
 - (b) in such stall other than against the kerb.
- (3) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a permissive parking stall or station (except in a parking area for people with disabilities) for twice the length of time allowed, provided that:
 - (a) the driver's vehicle displays an ACROD sticker; and
 - (b) a person with disabilities to which that ACROD sticker relates is either the driver of or a passenger in the vehicle.

Part 3 - Parking Generally

3.1 Restrictions on parking in particular areas

- (1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare or part of a thoroughfare, or part of a parking station:

- (a) if by a sign it is set apart for the parking of vehicles of a different class;
 - (b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or
 - (c) during any period when the parking of vehicles is prohibited by a sign.
- (2) (a) This subclause applies to a driver if:
- (i) the driver's vehicle displays an ACROD sticker; and
 - (ii) a disabled person to which the ACROD sticker relates is either the driver of the vehicle or a passenger in the vehicle.
- (b) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking station, except in a thoroughfare or a part of a thoroughfare or part of a parking station to which a disabled parking sign relates for twice the period indicated on the sign.
- (3) A person shall not park a vehicle:
- (a) in a no parking area;
 - (b) in a parking area, except in accordance with both the signs associated with the parking area and with this ~~Local~~ Law;
 - (c) in a stall marked 'M/C' unless it is a motorcycle without a sidecar or a trailer, or it is a bicycle.
- (4) A person shall not park a motorcycle without a sidecar or a trailer, or a bicycle in a parking stall unless the stall is marked 'M/C'.
- (5) A person shall not, without the prior permission of the local government, the CEO, or an Authorized Person, park a vehicle in an area designated by a sign stating 'Authorized Vehicles Only'.

3.2 **Parking vehicle on a carriageway**

- (1) A person parking a vehicle on a carriageway other than in a parking stall shall park it:
- (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;
 - (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

- (c) so that at least 3 metres of the width of the carriageway lies between the vehicle and the farther boundary of the carriageway, or any continuous line or median strip, or between the vehicle and a vehicle parked on the farther side of the carriageway;
- (d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this ~~Local~~ Law; and
- (e) so that it does not obstruct any vehicle on the carriageway,

unless otherwise indicated on a parking regulation sign or markings on the roadway.

(2) In this clause, 'continuous dividing line' means –

- (a) a single continuous dividing line only;
- (b) a single continuous dividing line to the left or right of a broken dividing line; or
- (c) 2 parallel continuous dividing lines.

3.3 When parallel and right-angled parking apply

Where a traffic sign associated with a parking area is not inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), then unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles have to park in a different position, where the parking area is:

- (a) adjacent to the boundary of a carriageway, a person parking a vehicle in the parking area shall park it as near as practicable to and parallel with that boundary; and
- (b) at or near the centre of the carriageway, a person parking a vehicle in that parking area shall park it at approximately right angles to the centre of the carriageway.

3.4 When angle parking applies

- (1) This clause does not apply to:
 - (a) a passenger vehicle or a commercial vehicle with a mass including any load, of over three tonnes; or
 - (b) a person parking either a motor cycle without a trailer or a bicycle.
- (2) Where a sign associated with a parking area is inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), a person parking a vehicle in the area shall park the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway.

3.5 General prohibitions on parking

- (1)
 - (a) This clause does not apply to a vehicle parked in a parking stall nor to a bicycle in a bicycle rack.
 - (b) Subclauses (2)(c), (e) and (g) do not apply to a vehicle which parks in a bus embayment.
- (2) Subject to any law relating to intersections with traffic control signals a person shall not park a vehicle so that any portion of the vehicle is:
 - (a) between any other stationary vehicles and the centre of the carriageway;
 - (b) on or adjacent to a median strip;
 - (c) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;
 - (d) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;
 - (e) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
 - (f) on any footpath or pedestrian crossing;
 - (g) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of a carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;
 - (h) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
 - (i) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
 - (j) within 3 metres of a public letter pillar box, unless the vehicle is being used for the purposes of collecting postal articles from the pillar box;
or
 - (k) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked,

unless a sign or markings on the carriageway indicate otherwise.

- (3) A person shall not park a vehicle so that any portion of the vehicle is within 10 metres of the departure side of:

- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers; or
 - (b) a children's crossing or pedestrian crossing.
- (4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side of:
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers;
 - (b) a children's crossing or pedestrian crossing.
- (5) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

3.6 Authorized person may order vehicle on thoroughfare to be moved

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this Local Law after an Authorized Person has directed the driver to move it.

3.7 Authorized person may mark tyres

- (1) An Authorized Person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.
- (2) A person shall not remove a mark made by an Authorized Person so that the purpose of the affixing of such a mark is defeated or likely to be defeated.

3.8 No movement of vehicles to avoid time limitation

- (1) Where the parking of vehicles in a parking facility is permitted for a limited time, a person shall not move a vehicle within the parking facility so that the total time of parking exceeds the maximum time allowed for parking in the parking facility.
- (2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle along that thoroughfare so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the thoroughfare for at least two hours.

3.9 No parking of vehicles exposed for sale and in other circumstances

A person shall not park a vehicle on any portion of a thoroughfare:

- (a) for the purpose of exposing it for sale;
- (b) if that vehicle is not licensed under the Road Traffic Act;

- (c) if that vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

3.10 **Parking on private land**

- (1) In this clause a reference to 'land' does not include land:
 - (a) which belongs to the local government;
 - (b) of which the local government is the management body under the *Land Administration Act 1997*;
 - (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;
 - (d) which is the subject of an agreement referred to in clause 1.5(2); or
 - (e) which is identified in Schedule 4.

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- (2) A person shall not park a vehicle on land without the consent of the owner or occupier of the land on which the vehicle is parked.
- (3) Where the owner or occupier of the land, by a sign referable to that land or otherwise, consents to the parking of vehicles of a specified class or classes on the land for a limited period, a person shall not park a vehicle on the land otherwise than in accordance with the consent.

3.11 **Parking on reserves**

No person other than an employee of the local government in the course of his or her duties or a person authorized by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

3.12 **Suspension of parking limitations for urgent, essential or official duties**

- (1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an Authorized Person may, subject to the Code, permit a person to park a vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.
- (2) Where permission is granted under subclause (1), the local government, the CEO or an Authorized Person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

Part 4 – Parking and Stopping Generally

4.1 No stopping and no parking signs, and yellow edge lines

(1) No stopping

A driver shall not stop on a length of carriageway, or in an area, to which a 'no stopping' sign applies.

(2) No parking

A driver shall not stop on a length of carriageway or in an area to which a 'no parking' sign applies, unless the driver is-

- (a) dropping off, or picking up, passengers or goods;
- (b) does not leave the vehicle unattended; and
- (c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.

Bold & Italic 'unattended', in relation to a vehicle, means that the driver has left the vehicle so that the driver is more than 3 metres from the closest point of the vehicle.

(3) No stopping on a carriageway with yellow edge lines

A driver shall not stop at the side of a carriageway marked with a continuous yellow edge line.

Part 5 – Stopping In Zones For Particular Vehicles

5.1 Stopping in a loading zone

A person shall not stop a vehicle in a loading zone unless it is:

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle taking up or setting down passengers,

but, in any event, shall not remain in that loading zone:

- (c) for longer than a time indicated on the 'loading zone' sign; or
- (d) longer than 30 minutes (if no time is indicated on the sign).

5.2 Stopping in a taxi zone or a bus zone

- (1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.
- (2) A driver shall not stop in a bus zone unless the driver is driving a public bus, or a bus of a type that is permitted to stop at the bus zone by information on or with the 'bus zone' sign applying to the bus zone.

5.3 Stopping in a mail zone

A person shall not stop a vehicle in a mail zone.

5.4 Other limitations in zones

A person shall not stop a vehicle in a zone to which a traffic sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a traffic sign that applies to the zone.

Part 6 – Other Places Where Stopping Is Restricted

6.1 Stopping in a shared zone

A driver shall not stop in a shared zone unless:

- (1) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these Local Laws;
- (2) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under these Local Laws;
- (3) the driver is dropping off, or picking up, passengers or goods; or
- (4) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

6.2 Double parking

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is between any other stopped vehicle and the centre of the carriageway.
- (2) This clause does not apply to:
 - (a) a driver stopped in traffic; or
 - (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with these Local Laws.

6.3 Stopping near an obstruction

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

6.4 Stopping on a bridge or in a tunnel, etc.

- (1) A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless:
 - (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or

(b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these ~~Local Laws~~.

(2) A driver shall not stop a vehicle in a tunnel or underpass unless:

(a) the carriageway is at least as wide in the tunnel or underpass as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or

(b) the driver of a motor vehicle stops at a bus stop, or in a bus zone or parking area marked on the carriageway, for the purpose of setting down or taking up passengers.

6.5 Stopping on crests, curves, etc.

(1) Subject to subclause (2), a driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 50 metres within a built-up area, and from a distance of 150 metres outside a built-up area.

(2) A driver may stop on a crest or curve on a carriageway that is not in a built-up area if the driver stops at a place on the carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these ~~Local Laws~~.

6.6 Stopping near a fire hydrant etc

(1) A driver shall not stop a vehicle so that any portion of the vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless:

(a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and does not leave the bus unattended; or

(b) the driver is driving a taxi, and the driver stops in a taxi zone and does not leave the taxi unattended.

(2) In this clause a driver leaves the vehicle 'unattended' if the driver leaves the vehicle so the driver is over 3 metres from the closest point of the vehicle.

6.7 Stopping at or near a bus stop

(1) A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, unless:

(a) the vehicle is a public bus stopped to take up or set down passengers; or

(b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these ~~Local Laws~~.

- (2) In this clause:
- (a) distances are measured in the direction in which the driver is driving; and
 - (b) a trailer attached to a public bus is deemed to be a part of the public bus.

6.8 Stopping on a path, median strip, or traffic island

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island or median strip, unless the driver stops in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these Local Laws.

6.9 Stopping on verge

- (1) A person shall not:
- (a) stop a vehicle (other than a bicycle);
 - (b) stop a commercial vehicle or bus, or a trailer or caravan unattached to a motor vehicle; or
 - (c) stop a vehicle during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge,
- so that any portion of it is on a verge.
- (2) Subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the premises adjacent to that verge, or is a person authorised by the occupier of those premises to stop the vehicle so that any portion of it is on the verge.
- (3) Subclause (1)(b) does not apply to a commercial vehicle when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the premises adjacent to the portion of the verge on which the commercial vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

6.10 Obstructing access to and from a path, driveway, etc.

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is in front of a path, in a position that obstructs access by vehicles or pedestrians to or from that path, unless:
- (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under these Local Laws.
- (2) A driver shall not stop a vehicle on or across a driveway or other way of access for vehicles travelling to or from adjacent land, unless:
- (a) the driver is dropping off, or picking up, passengers; or

- (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under these ~~Local Laws~~.

6.11 Stopping near a letter box

A driver shall not stop a vehicle so that any portion of the vehicle is within 3 metres of a public letter box, unless the driver:

- (a) is dropping off, or picking up, passengers or mail; or
- (b) stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under these ~~Local Laws~~.

6.12 Stopping on a carriageway – heavy and long vehicles

- (1) A person shall not park a vehicle or any combination of vehicles, that, together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes:
 - (a) on a carriageway in a built-up area, for any period exceeding one hour, unless engaged in the picking up or setting down of goods; or
 - (b) on a carriageway outside a built-up area, except on the shoulder of the carriageway, or in a truck bay or other area set aside for the parking of goods vehicles.
- (2) Nothing in this clause mitigates the limitations or condition imposed by any other clause or by any local law or traffic sign relating to the parking or stopping of vehicles.

6.13 Stopping on a carriageway with a bicycle parking sign

The driver of a vehicle (other than a bicycle) shall not stop on a length of carriageway to which a 'bicycle parking' sign applies, unless the driver is dropping off, or picking up, passengers.

6.14 Stopping on a carriageway with motor cycle parking sign

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a 'motor cycle parking' sign applies, or an area marked 'M/C' unless:

- (a) the vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

6.15 Stopping in a parking stall for people with disabilities

- (1) A driver shall not stop in a parking area for people with disabilities unless:
 - (a) the driver's vehicle displays an ACROD sticker; and
 - (b) either the driver or the passenger in that vehicle is a person with disabilities.

- (2) In this clause a 'parking area for people with disabilities' is a length or area:
- (a) to which a 'permissive parking' sign displaying a people with disabilities symbol applies;
 - (b) to which a 'people with disabilities parking' sign applies;
 - (c) indicated by a road marking (a 'people with disabilities road marking') that consists of, or includes, a people with disabilities symbol; or
 - (d) set aside within a parking region as a 'parking stall for use of a disabled person' under the *Local Government (Parking for Disabled Persons) Regulations 1988*.

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Part 7 - Miscellaneous

7.1 Removal of notices on vehicle

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an Authorized Person.

7.2 Unauthorized signs and defacing of signs

A person shall not without the authority of the local government:

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this ~~Local Law~~;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this ~~Local Law~~ or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this ~~Local Law~~.

7.3 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this ~~Local Law~~.

7.4 General provisions about signs

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this ~~Local Law~~.
- (2) The first three letters of any day of the week when used on a sign indicate that day of the week.

7.5 Special purpose and emergency vehicles

Notwithstanding anything to the contrary in this ~~Local Law~~, the driver of:

- (a) a special purpose vehicle may, only in the course of his or her duties and when it is expedient and safe to do so, stop, or park the vehicle in any place, at any time; and
- (b) an emergency vehicle may, in the course of his or her duties and when it is expedient and safe to do so or where he or she honestly and reasonably believes that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time.

7.6 Vehicles not to obstruct a public place

- (1) A person shall not leave a vehicle, or any part of a vehicle, in a public place so that it obstructs the use of any part of that public place without the permission of the local government or unless authorized under any written law.
- (2) A person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

Part 8 - Penalties

8.1 Offences and penalties

- (1) Any person who fails to do anything required or directed to be done under this ~~Local Law~~, or who does anything which under this ~~Local Law~~ that person is prohibited from doing, commits an offence.
- (2) An offence against any provision of this ~~Local Law~~ is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (3) Any person who commits an offence under this ~~Local Law~~ shall be liable, upon conviction, to a penalty not exceeding \$1,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$100 for each day or part of a day during which the offence has continued.
- (4) The amount appearing in the final column of Schedule 2 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

8.2 Form of notices

For the purposes of this ~~Local Law~~:

- (a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 3;
- (b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 3;
- (c) the form of the infringement notice referred to in section 9.17 of the Act which incorporates the notice referred to in section 9.13 of the Act, is that of Form 3 in Schedule 3; and
- (d) the form of the notice referred to in section 9.20 of the Act is that of Form 4 in Schedule 3.

Schedule 1

Parking Region

[clause 1.5]

The parking region is the whole of the district, but excludes the following portions of the district:

1. the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
2. prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and
3. any road which comes under the control of the Commissioner of Main Roads unless the control of parking and parking facilities on that road is carried out subject to the control and direction of the Commissioner of Main Roads or has been delegated by the Commissioner to the local government.

Schedule 2

Prescribed Offences

Parking and Parking Facilities Local Law 2012

[clause 8.1]

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
1	2.2	Failure to park wholly within parking stall	60
2	2.2(4)	Failure to park wholly within parking area	60
3	2.3(1)(a)	Causing obstruction in parking station	60
4	2.3(1)(b)	Parking contrary to sign in parking station	60
5	2.3(1)(c)	Parking contrary to directions of Authorized Person	60
6	2.3(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	60
7	3.1(1)(a)	Parking wrong class of vehicle	100
8	3.1(1)(b)	Parking by persons of a different class	100
9	3.1(1)(c)	Parking during prohibited period	100
10	3.1(3)(a)	Parking in no parking area	80
11	3.1(3)(b)	Parking contrary to signs or limitations	60
12	3.1(3)(c)	Parking vehicle in motor cycle only area	60
13	3.1(4)	Parking motor cycle in stall not marked 'M/C'	60
14	3.1(5)	Parking without permission in an area designated for 'Authorised Vehicles Only'	65
15	3.2(1)(a)	Failure to park on the left of two-way carriageway	80
16	3.2(1)(b)	Failure to park on boundary of one-way carriageway	60
17	3.2(1)(a) or 3.2(1)(b)	Parking against the flow of traffic	80

18	3.2(1)(c)	Parking when distance from farther boundary less than 3 metres	60
19	3.2(1)(d)	Parking closer than 1 metre from another vehicle	60
20	3.2(1)(e)	Causing obstruction	125
21	3.3(b)	Failure to park at approximate right angle	60
22	3.4(2)	Failure to park at an appropriate angle	60
23	3.5(2)(a) and 6.2	Double parking	125
24	3.5(2)(b)	Parking on or adjacent to a median strip	80
25	3.5(2)(c)	Denying access to private drive or right of way	125
26	3.5(2)(d)	Parking beside excavation or obstruction so as to obstruct traffic	125
27	3.5(2)(e)	Parking within 10 metres of traffic island	60
28	3.5(2)(f)	Parking on footpath/pedestrian crossing	150
29	3.5(2)(g)	Parking contrary to continuous line markings	60
30	3.5(2)(h)	Parking on intersection	150
31	3.5(2)(i)	Parking within 1 metre of fire hydrant or fire plug	80
32	3.5(2)(j)	Parking within 3 metres of public letter box	60
33	3.5(2)(k)	Parking within 10 metres of intersection	60
34	3.5(3)(a) or (b)	Parking vehicle within 10 metres of departure side of bus stop, children's crossing or pedestrian crossing	60
35	3.5(4)(a) or (b)	Parking vehicle within 20 metres of approach side of bus stop, children's crossing or pedestrian crossing	60
36	3.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	60
37	3.6	Parking contrary to direction of Authorized Person	150
38	3.7(2)	Removing mark of Authorized Person	88

39	3.8	Moving vehicle to avoid time limitation	60
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56	6.4	Stopping on a bridge or tunnel	100
57	6.5	Stopping on crests/curves etc	100
58	6.6	Stopping near fire hydrant	80
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60	6.8	Stopping on path, median strip or traffic island	125

61	6.9	Stopping on verge	60
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Schedule 3

Forms

Local Government Act 1995

Form 1

Parking and Parking Facilities Local Law 2012

Notice To Owner Of Vehicle Involved In Offence

[clause 8.2 (A)]

Date / /

To: (1)

of: (2)

It is alleged that on / / at (3)

at (4) your vehicle:

make: ;

model: ;

registration: ,

was involved in the commission of the following offence -

.....
.....
.....
.....

contrary to clause of the **Parking and Parking Facilities Local Law 2012**.

You are required under section 9.13 of the Local Government Act 1995 to identify the person who was the driver or person in charge of the vehicle at the time when the offence is alleged to have been committed.

If you do not prove otherwise, you will be deemed to have committed the offence unless:

- (a) within 28 days after being served with this notice;
 - (i) you inform the Chief Executive Officer or another authorized officer of the local government as to the identity and address of the person who was the driver or person in charge of the vehicle at the time the offence is alleged to have been committed; and
 - (ii) you satisfy the Chief Executive Officer that the vehicle had been stolen, or was being unlawfully used, at the time the offence is alleged to have been committed;

or

- (b) you were given an infringement notice for the alleged offence and the modified penalty specified in it is paid within 28 days after the notice was given or such further time as is allowed.

(5)

(6)

Insert:

- (1) Name of owner or 'the owner'
- (2) Address of owner (not required if owner not named)
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Signature of authorized person
- (6) Name and title of authorized person giving notice

Schedule 3

Local Government Act 1995

Form 2

Parking and Parking Facilities Local Law 2012

Infringement Notice

[clause 8.2(b)]

Serial No

Date / /

To: (1)
of: (2)

It is alleged that on / / at (3)
at (4)
in respect of vehicle:

make: ;

model: ;

registration:,

you committed the following offence:

.....
.....
.....

contrary to clause of the **Parking and Parking Facilities Local Law 2012.**

The modified penalty for the offence is \$

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorized person at (5) within a period of 28 days after the giving of this notice.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable.

If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.

(6)

(7)

Insert:

- (1) Name of alleged offender or 'the owner'
- (2) Address of alleged offender
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorized person
- (7) Name and title of authorized person giving notice

Schedule 3

Local Government Act 1995

Form 3

Parking and Parking Facilities Local Law 2012

Infringement Notice

[clause 8.2 (c)]

Serial No

Date / /

To: (1)

of: (2)

It is alleged that on / / at (3)
at (4)
in respect of vehicle:

make: ;

model: ;

registration:,

you committed the following offence:

.....
.....
.....

contrary to clause of the **Shire of Ashburton Parking and Parking Facilities Local Law 2012**.

The modified penalty for the offence is \$

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorized person at (5) within a period of 28 days after the giving of this notice.

Unless within 28 days after being served with this notice:

(a) you pay the modified penalty; or

(b) you:

(i) inform the Chief Executive Officer or another authorized officer of the local government as to the identity and address of the person who was the driver or

person in charge of the above vehicle at the time the offence is alleged to have been committed; or

- (ii) satisfy the Chief Executive Officer that the above vehicle had been stolen or was being unlawfully used at the time the offence is alleged to have been committed,

you will, in the absence of proof to the contrary, be deemed to have committed the above offence and court proceedings may be instituted against you.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable.

If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.

(6)

(7)

Insert:

- (1) Name of owner or 'the owner'
- (2) Address of owner (not required if owner not named)
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorized person
- (7) Name and title of authorized person giving notice

Schedule 3

Local Government Act 1995

Form 4

Parking and Parking Facilities Local Law 2012

Withdrawal of Infringement Notice

[clause 8.2 (d)]

Serial No

Date / /

To: (1)

of: (2)

Infringement Notice No. dated / /

in respect of vehicle:

make: ;

model: ;

registration: ,

for the alleged offence of

.....

.....

has been withdrawn.

The modified penalty of \$

- has been paid and a refund is enclosed.
- has not been paid and should not be paid.
- delete as appropriate.

(3)

(4)

Insert:

(1) Name of alleged offender to whom infringement notice was given or 'the owner'.

(2) Address of alleged offender.

(3) Signature of authorized person

(4) Name and title of authorized person giving notice

Dated: [date].

The Common Seal of the Shire of Ashburton was affixed by authority of a resolution of the Council in the presence of —

K WHITE, Shire President.

J BREEN, Chief Executive Officer.

Shire of Ashburton
November 2011

Delegations Register

DA042 Common Seal of the Shire of Ashburton

Delegation:	
File No:	Various
Section / Act:	S9.49 of the Local Government Act 1995.
Date of Decision:	Adopted 16 October 2001.
Details of Review:	Reviewed 17 June 2003 Reviewed 24 October 2006 delegation altered and adopted Reviewed 20 March 2007 Reviewed 19 February 2008 Reviewed 17 March 2009 Reviewed 17 February 2010 Reviewed 30 October 2011
Authority Delegated:	Authorisation is given to sign and affix the common seal to documents where such action is necessary to protect Councils interest to give effect to a Council resolution, or to complete a legal document.
Conditions:	Details of all transactions where the common seal has been affixed shall be recorded in a register, which shall be available for inspection by Councillors upon request to the Chief Executive Officer during normal office hours and through the Agenda and Minutes of the next Ordinary Meeting of Council after the delegation is exercised
Officer(s) upon whom Delegation conferred:	Chief Executive Officer
Chief Executive Officer delegates to:	Nil
Method of Recording Use of Delegation:	Register Council Meetings

Shire of Ashburton
November 2011

Delegations Register

DA042 Common Seal of the Shire of Ashburton

Delegation:	
File No:	Various
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Officer(s) upon whom Delegation conferred:	Chief Executive Officer
Chief Executive Officer delegates to:	Nil
Method of Recording Use of Delegation:	Register Council Meetings



Ashburton - Compliance Audit Return 2012

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2012.	No	Refer 2012 Probity Audit. Independent audit is taking place in March 2013.	Lisa Hannagan
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2012.	Yes	Only 1 transaction - Lots 555,556 Beadon Creek	Lisa Hannagan
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2012.	Yes	Only 1 transaction - Lots 555,556 Beadon Creek	Lisa Hannagan
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2012.	Yes	Only 1 transaction - Lots 555,556 Beadon Creek	Lisa Hannagan
5	s3.59(5)	Did the Council, during 2012, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	Yes	Only 1 transaction - Lots 555,556 Beadon Creek Road	Lisa Hannagan



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A	No Committees with delegation	Lisa Hannagan
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A	No Committees with delegation	Lisa Hannagan
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A	No Committees with delegation	Lisa Hannagan
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A	No Committees with delegation	Lisa Hannagan
5	s5.18	Has Council reviewed delegations to its committees in the 2011/2012 financial year.	N/A	No Committees with delegation	Lisa Hannagan
6	s5.42(1),5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	No	Refer to the 2012 Probity Audit	Lisa Hannagan
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes	Refer to the 2012 Probity Audit	Lisa Hannagan
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Lisa Hannagan
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Lisa Hannagan
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes	The Delegations Register was reviewed in entirety by Council in June 2012	Lisa Hannagan
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	No	Refer 2012 Probity Audit	Lisa Hannagan
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2011/2012 financial year.	Yes	The Delegations Register was reviewed in entirety by Council in June 2012	Lisa Hannagan
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes		Lisa Hannagan

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Lisa Hannagan
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		Lisa Hannagan



No	Reference	Question	Response	Comments	Respondent
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Lisa Hannagan
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	No	Refer 2012 Compliance Audit Report - 3 members were late in returning paperwork.	Lisa Hannagan
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Lisa Hannagan
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2012.	No	Refer 2012 Probity Audit - 2 members returns were late.	Lisa Hannagan
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2012.	Yes		Lisa Hannagan
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes	Refer Probity Audit - acknowledgements were (incorrectly) signed on behalf of the CEO. New process adopted to ensure future compliance.	Lisa Hannagan
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Lisa Hannagan
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	No	Refer 2012 Probity Audit - Ashburton registers were not compliant and this has been addressed.	Lisa Hannagan
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	No	Refer 2012 Probity Audit - Ashburton is deloping a new management system to ensure future compliance.	Lisa Hannagan
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Lisa Hannagan
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Lisa Hannagan
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Lisa Hannagan



No	Reference	Question	Response	Comments	Respondent
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes		Lisa Hannagan
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Lisa Hannagan

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Lisa Hannagan
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Lisa Hannagan

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	Yes		Lisa Hannagan

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Lisa Hannagan
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A	Audit Committee has no delegation	Lisa Hannagan
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Lisa Hannagan
4	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes		Lisa Hannagan
5	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Lisa Hannagan



No	Reference	Question	Response	Comments	Respondent
6	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2012 received by the local government within 30 days of completion of the audit.	No	Audit Report has not been recieved.	Lisa Hannagan
7	s7.9(1)	Was the Auditor's report for 2011/2012 received by the local government by 31 December 2012.	No	Audit Report has not been recieved.	Lisa Hannagan
8	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	N/A	We have not yet recieved the Report	Lisa Hannagan
9	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	N/A	We have not yet recieved the Report	Lisa Hannagan
10	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	N/A	We have not yet recieved the Report	Lisa Hannagan
11	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Lisa Hannagan
12	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Lisa Hannagan
13	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Lisa Hannagan
14	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Lisa Hannagan
15	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Lisa Hannagan



Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A	No CEO recruited during the reporting period.	Lisa Hannagan
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	Yes		Lisa Hannagan
3	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Lisa Hannagan
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A	No CEO recruited during the reporting period.	Lisa Hannagan
5	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A	No CEO recruited during the reporting period.	Lisa Hannagan

Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A	CEO is the Complaints Officer	Lisa Hannagan
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Lisa Hannagan
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Lisa Hannagan
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		Lisa Hannagan
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes		Lisa Hannagan
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) (c).	Yes		Lisa Hannagan



Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	No	Refer 2012 Probity Audit - Ashburton is working on a new process to ensure future compliance.	Lisa Hannagan
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	Yes		Lisa Hannagan
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		Lisa Hannagan
4	F&G Reg 14, 15 & 16	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Lisa Hannagan
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Lisa Hannagan
6	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Lisa Hannagan
7	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Lisa Hannagan
8	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	No	Refer 2012 Probity Audit - new practices have been implemented to ensure future compliance.	Lisa Hannagan
9	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Lisa Hannagan
10	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	Yes		Lisa Hannagan
11	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	Yes		Lisa Hannagan



No	Reference	Question	Response	Comments	Respondent
12	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	Yes		Lisa Hannagan
13	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	Yes		Lisa Hannagan
14	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	Yes		Lisa Hannagan
15	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less.	Yes		Lisa Hannagan



Shire of Ashburton
Community Satisfaction Survey
Summary Report

October 2012



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1. Introduction

Background

The Shire of Ashburton Council engaged Insync Surveys to conduct a Community Survey during September 2012 to measure the views, ideas and suggestions of community members.

The objectives of the Community Survey are to:

- Provide the community with the opportunity to communicate openly and candidly with the Management Team and Council staff of the Shire of Ashburton Council
- Identify key issues for the Shire of Ashburton residents
- Measure performance across key areas for the Shire of Ashburton
- Obtain feedback from community members in a meaningful way to build a stronger and more satisfied community
- Allow for comparative longitudinal analyses of the Council's performance over time

The present report summarises the findings from the 2012 Shire of Ashburton Community Survey.

Survey process

Shire of Ashburton community members were given the opportunity to participate in the survey during September 2012. The survey was distributed to community members in three forms: telephone, online and paper:

- The paper version of the survey was distributed to approximately 6000 community members via the Council newsletter
- The online survey was made accessible via the Council website
- A sample of 200 participants was selected at random to participate in the telephone version of the survey

From this sample, 295 responses were received: 200 telephone, 83 online and 12 paper versions.

Survey outline

The survey comprised of the following sections:

Section 1: Demographics – asked community members to provide some broad demographic information which included the suburb in which they lived (Tom Price, Onslow, Paraburdoo or Pannawonica), how long they have lived in the Shire of Ashburton, their tenancy status (Home owner, Business owner, Renter, Visitor/Temporary stay, Company tenant), Employment status (Full-time, Part-time, Temporary Contract, Retired, Not currently employed) and degree of internet access (Home, Work, Home and work, None).

Section 2: Council's overall performance – asked community members to rate their level of satisfaction with the Council's overall performance, as well as key areas of governance such as Elected member representation and Council's leadership of the community.

Section 3: Public facilities and services – asked community members to rate their level of satisfaction with a number of public facilities and services provided by the Council.

Section 4: Key Council areas – asked community members to rate their level of satisfaction with a number of Key Council areas including: Roads, traffic and infrastructure, Environmental Management, Community health and well-being, Culture and recreation and Economic growth.

Section 5: Community Connectedness – asked community members a series of "Yes/No" questions about their sense of connectedness and safety in the community.

Section 6: Interaction with Council – asked community members to indicate their preferences in regards to the sorts of information available on the Council website and how they receive information from the Council.

Section 7: Open-ended feedback – asked community members for open-ended (free text) responses to questions about what the Council does well, and what it needs to improve.

For Sections 2, 3 and 4, community members provided a satisfaction rating on a scale of 1-7 where 1= Low satisfaction and 7=High satisfaction.

2. Executive summary

The Shire of Ashburton Council engaged Insync Surveys to conduct a Community Survey during September 2012 to measure the views, ideas and suggestions of community members.

The survey was distributed to community members in three forms: telephone, online and paper. From this sample, 295 respondents were received: 200 telephone, 83 online and 12 paper versions. Based on a target population of 6,000 potential respondents, the survey achieved a confidence level of 90% \pm 5%, which provides a sufficient degree of confidence in the results obtained at the overall level.

Council's overall performance

- 20% of survey respondents indicated a high level of overall satisfaction with the Shire of Ashburton. 25% of respondents were highly satisfied with the *Availability of information about services provided by Council*.
- Just over a third of respondents (37%) indicated they were relatively dissatisfied with the Council overall. 39% of respondents expressed dissatisfaction with *Council's leadership of the community*, in particular.

Top 5 and Bottom 5 Facilities and Services

Top 5 – all respondents	%satisfied	Bottom 5 – all respondents	%dissatisfied
Parks and gardens	47	Attract new business development opportunities	47
Library services	47	Art galleries, exhibitions and public programs	36
Swimming centres	45	Council support of local industry and business	34
Access to parking	40	Public toilets	33
Play grounds	39	Condition of pathways	31

Open-ended feedback – Themes

Areas of strength: Respondents provided positive comments about the cleanliness and upkeep of their towns, particularly in terms of maintaining parks and gardens, the library and library staff, the shire newsletter and email updates of Council events, as well as community activities such as the Nameless festival.

Areas for improvement: Respondents indicated that Council leadership and resources tend to be centred around Tom Price and that communication with community members about Council decisions and the speed of decision-making needs to improve. Other issues raised were in regards to street lighting, fixing up footpaths and improving Council's support of local businesses for economic growth.

3. Response statistics

The table below details the number of completed surveys from each of the demographics specified in the survey. The community members who did not specify their demographic information were classified as *Unspecified*.

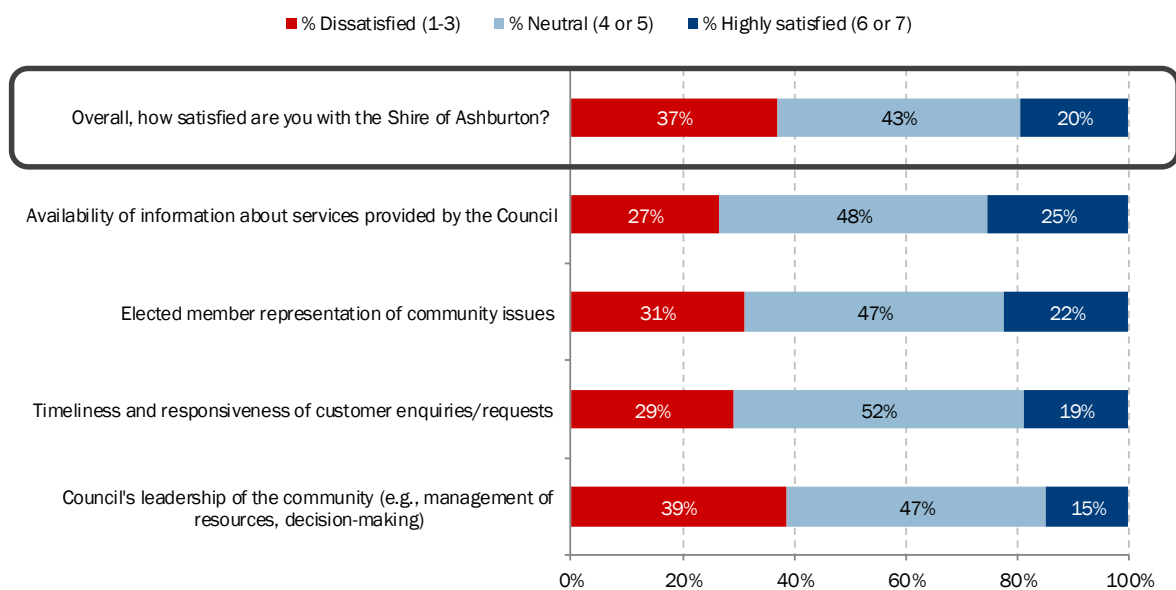
The highest proportion of respondents came from the following demographic groups: Suburb – Tom Price (48%), Length of time living in the community – 3-5 years (30%), Tenancy status – Company tenant (68%), Employment status – Full-time employee (68%), Internet access – At home and at work (74%).

All respondents	295
What suburb/location do you live in?	
Tom Price	142
Onslow	35
Paraburdoo	77
Pannawonica	37
<i>Unspecified</i>	4
How long have you lived in the Shire of Ashburton?	
< 1 year	12
1 - 2 years	51
3 - 5 years	88
6 - 10 years	72
More than 10 years	66
<i>Unspecified</i>	6
Please select the option that best describes you	
Home owner	35
Business owner	6
Renter	48
Visitor/Temporary stay	1
Company Tenant	202
<i>Unspecified</i>	3
Employment status	
Full-time	197
Part-time	46
Temporary/Contract	15
Retired	5
Not currently employed	29
<i>Unspecified</i>	3
Do you have access to the internet?	
At home	58
At work	9
At home and work	219
None	5
<i>Unspecified</i>	4

4. Satisfaction survey results

Council's overall performance

The graph below presents the responses from all respondents in relation to their satisfaction with Council's overall performance. Each survey item was rated on a scale of 1-7 where 1= Low satisfaction and 7= High satisfaction. The responses were grouped to indicate the percentage of respondents who were **highly satisfied** (i.e., provided a rating of 6 or 7 out of 7), **neutral** (i.e., provided a rating of 4 or 5 out of 7) or **dissatisfied** (i.e., provided a rating of 1, 2 or 3 out of 7).



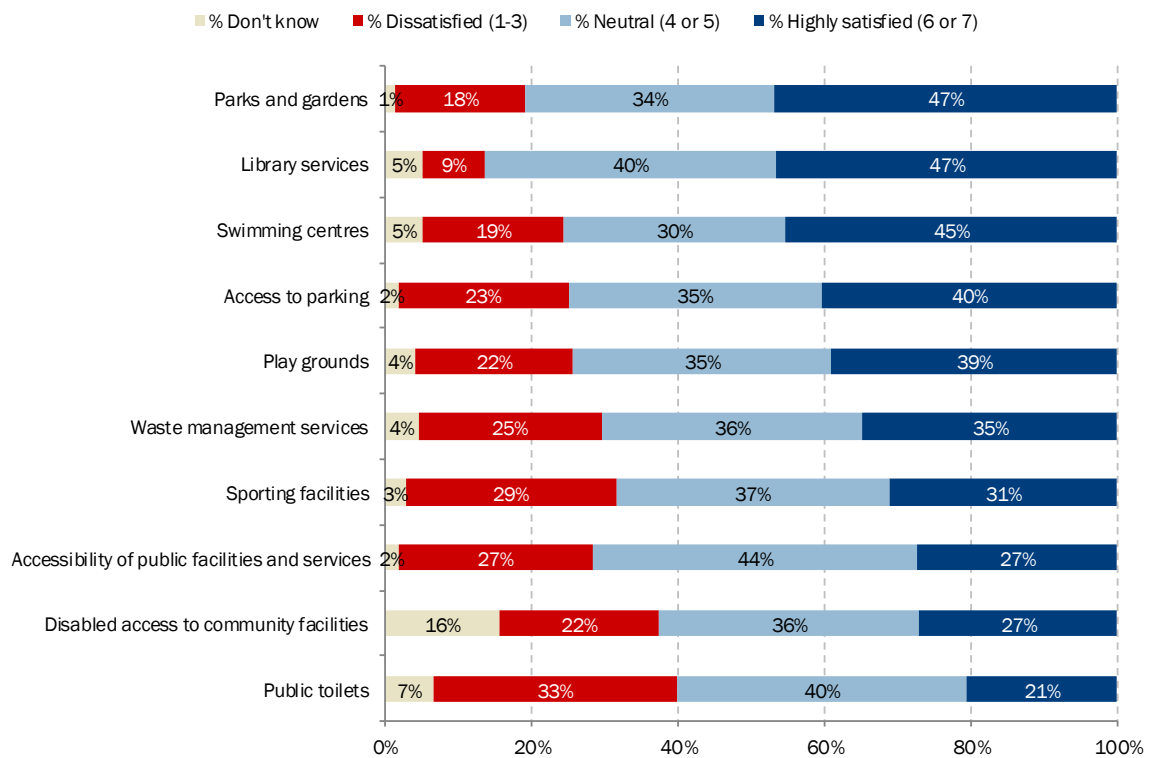
Key findings by demographic:

- **All respondents:**
 - 20% of survey respondents indicated a high level of overall satisfaction with the Shire of Ashburton. 25% of respondents indicated a high level of satisfaction for the *Availability of information about services provided by the Council*.
 - The majority of respondents provided neutral ratings of 4 or 5 out of 7.
 - Just over a third of respondents (37%) indicated they were relatively dissatisfied with the Council overall. 39% of respondents expressed dissatisfaction with *Council's leadership of the community*, in particular.
- **Suburb:**
 - Respondents from *Tom Price* expressed the highest levels of overall satisfaction with the Shire of Ashburton (25% highly satisfied) and were most satisfied with the *Availability of information about services provided by the Council* (32% highly satisfied).

- *Onslow* respondents were least satisfied with Council overall (60% dissatisfied), with the lowest rating items being *Elected member representation of community issues* (51% dissatisfied) and *Council's leadership of the community* (51% dissatisfied).
- **Tenancy status:**
 - *Company tenants* indicated relatively higher levels of overall satisfaction with Council (20%), whereas *Home owners, Renters* and *Business owners* were less satisfied (approximately 50% dissatisfied, on average), particularly with *Council's leadership of the community*.

Public Facilities and Services

The graph below presents the responses from all respondents in relation to their satisfaction with Council's Public Facilities and Services. Each survey item was rated on a scale of 1-7 where 1= Low satisfaction and 7= High satisfaction. The responses were grouped to indicate the percentage of respondents who were **highly satisfied** (rating of 6 or 7 out of 7), **neutral** (rating of 4 or 5 out of 7) or **dissatisfied** (rating of 1, 2 or 3 out of 7). If respondents were not familiar with a particular facility or service, they could select "Don't know".



Key findings by demographic:

All respondents

Strengths:

- Shire of Ashburton community members were most satisfied with *Parks and gardens, Library services* and *Swimming centres*.

Improvement areas:

- Respondents were least satisfied with *Public toilets, Sporting facilities*, and the *Accessibility of public facilities and services*.

Location

Strengths (% highly satisfied):

- Paraborndoo – *Access to parking* (69%)
- Pannawonica – *Library services* (68%)
- Tom Price – *Swimming centres* (61%)

Improvement areas (% dissatisfied):

- Onslow – *Swimming centres* (74%), *Access to parking* (57%) and *Accessibility of public facilities and services* (53%)
 - Paraborndoo – *Sporting facilities* (49%) and *Public toilets* (49%)
-

Key Council Areas

The following graphs present the responses from all respondents in relation to their satisfaction with a number of Key Council areas: Roads, traffic and infrastructure, Environmental management, Community health and well-being, Culture and recreation, and Economic growth. Each survey item was rated on a scale of 1-7 where 1= Low satisfaction and 7= High satisfaction. The responses were grouped to indicate the percentage of respondents who were **highly satisfied** (rating of 6 or 7 out of 7), **neutral** (rating of 4 or 5 out of 7) or **dissatisfied** (rating of 1, 2 or 3 out of 7). If respondents were not familiar with a particular facility or service, they could select “Don’t know”.

Key findings by demographic:

All respondents

Strengths (% highly satisfied):

- Cleanliness of (the) local area (Environmental management) (38%)
- Major community events (32%) and Celebrating diversity in (the) community (29%) (Culture and recreation)

Improvement areas (% dissatisfied):

- Attract new business development opportunities (47%) and Council’s support of local industry and business (34%) (Economic growth)
 - Art galleries, exhibitions and public programs (Culture and recreation) (36%)
 - Condition of pathways (Roads, traffic and infrastructure) (31%)
-

Location

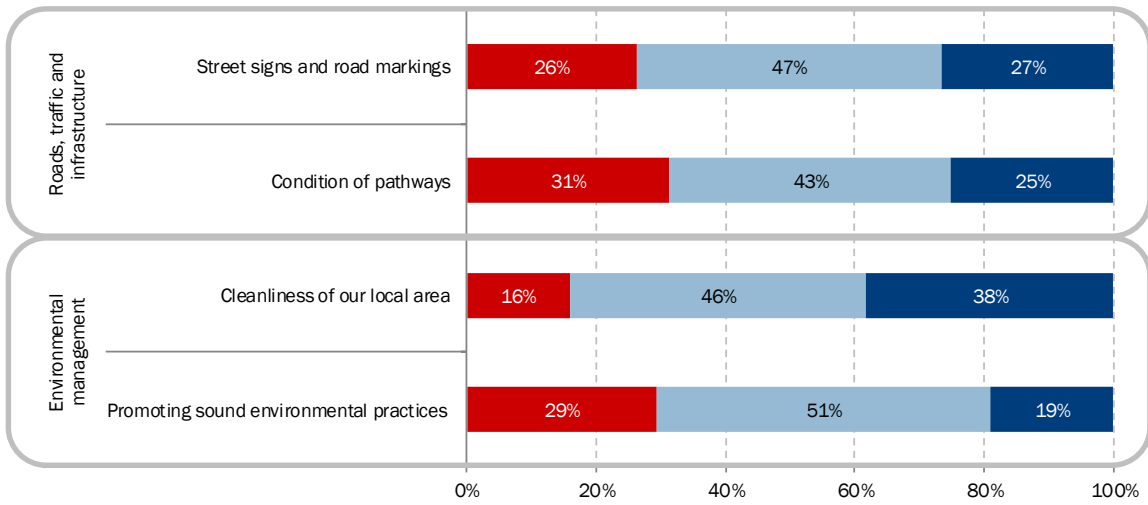
Strengths (% highly satisfied):

- Tom Price – *Major community events (Culture and recreation)* (46%)
- Pannawonica:
 - *Ensuring safety of residents and their property (Community health and well-being)* (44%)
 - *Celebrating diversity in the community (Culture and recreation)* (37%)

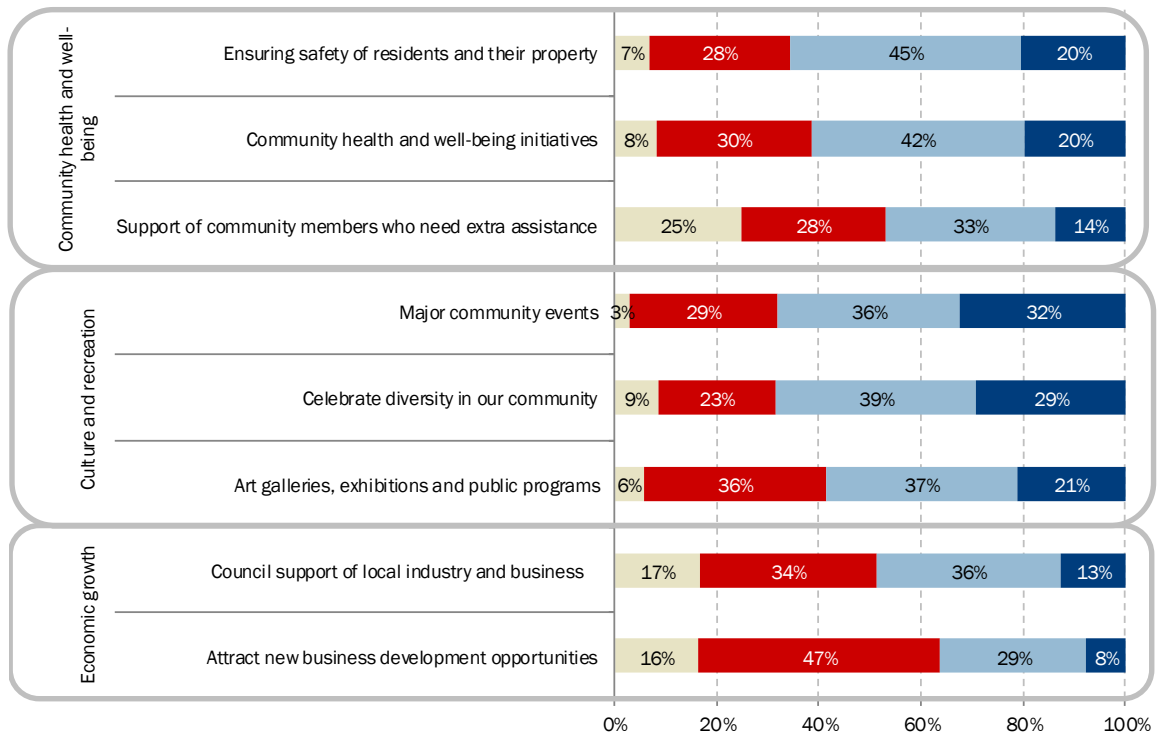
Improvement areas (% dissatisfied):

- Onslow
 - *Council support of local industry and business (Economic growth)* (57%)
 - *Condition of pathways (Roads, traffic and infrastructure)* (54%)
 - *Support of community members who need extra assistance (Community health and well-being)* (53%)
 - Paraburdoo
 - *Art galleries, exhibitions and public programs (Culture and recreation)* (56%)
 - *Attract new business development opportunities (Economic growth)* (53%)
 - *Condition of pathways (Roads, traffic and infrastructure)* (45%)
 - Pannawonica – *Attract new business development opportunities (Economic growth)* (68%)
-

■ % Dissatisfied (1-3) ■ % Neutral (4 or 5) ■ % Highly satisfied (6 or 7)



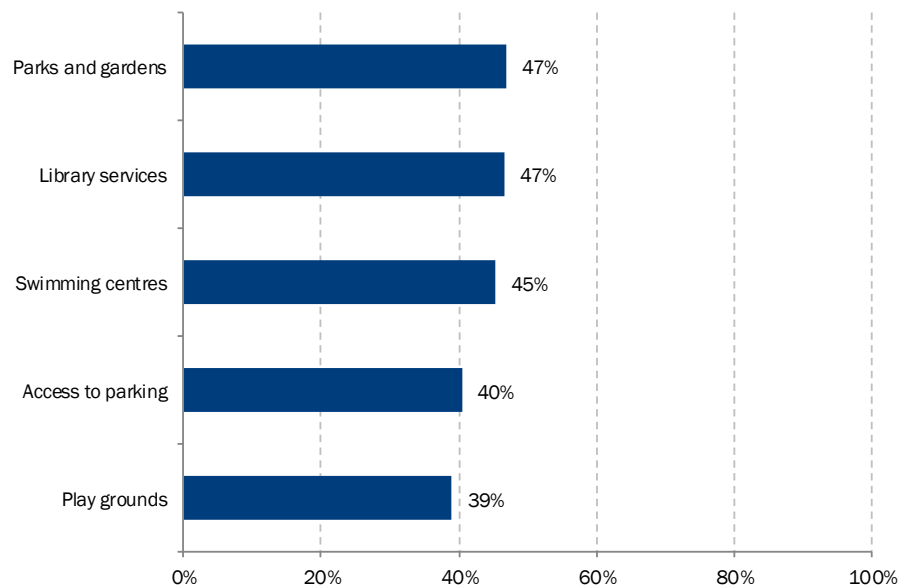
■ % Don't know ■ % Dissatisfied (1-3) ■ % Neutral (4 or 5) ■ % Highly satisfied (6 or 7)



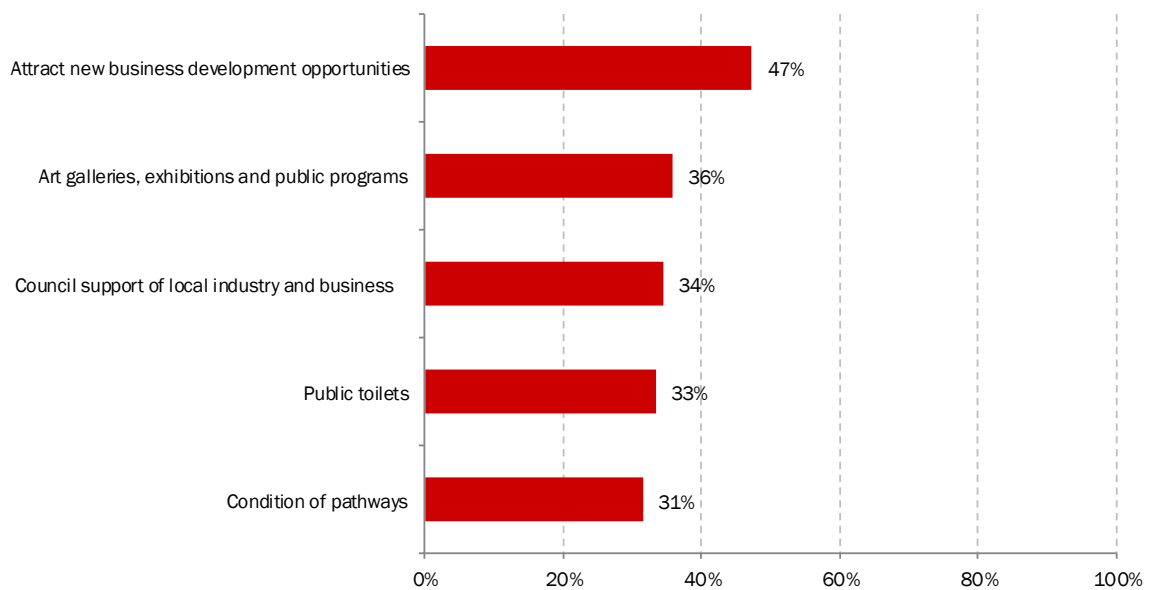
Top 5 and Bottom 5 Facilities and Services

The graphs below present the top 5 and bottom 5 facilities and services as rated by all 295 survey respondents. The top 5 survey items were those that received the highest percentage of respondents who were **highly satisfied** (rating of 6 or 7 out of 7) with the facility or service. Conversely, the bottom 5 survey items were those that received the highest percentage of respondents who were **dissatisfied** (rating of 1, 2 or 3 out of 7) with the facility or service.

Top 5 Facilities and Services



Bottom 5 Facilities and Services



Top 5/Bottom 5 Facilities and Services by Location

Items highlighted in **light blue** indicate **unique strengths** for each Council location. This means that the highlighted survey item appeared in the top 5 for this particular Council location only.

Items highlighted in **light red** indicate **unique improvement areas** for each Council location. This means that the highlighted survey item appeared in the bottom 5 for this particular Council location only.

Tom Price – Top 5	%satisfied	Tom Price – Bottom 5	%dissatisfied
Swimming centres	61	Attract new business development opportunities	38
Parks and gardens	53	Council support of local industry and business	26
Library services	50	Access to parking	26
Waste management services	46	Street signs and road markings	24
Major community events	46	Community health and well-being initiatives	23

Onslow – Top 5	%satisfied	Onslow – Bottom 5	%dissatisfied
Parks and gardens	34	Swimming centres	74
Sporting facilities	26	Access to parking	57
Cleanliness of our local area	26	Council support of local industry and business	57
Street signs and road markings	24	Condition of pathways	54
Disabled access to community facilities	21	Support of community members who need extra assistance	53

Paraburdoo – Top 5	%satisfied	Paraburdoo – Bottom 5	%dissatisfied
Access to parking	69	Art galleries, exhibitions and public programs	56
Library services	44	Attract new business development opportunities	53
Parks and gardens	39	Sporting facilities	49
Cleanliness of our local area	39	Public toilets	49
Play grounds	38	Condition of pathways	45

Pannawonica – Top 5	%satisfied	Pannawonica – Bottom 5	%dissatisfied
Library services	68	Attract new business development opportunities	68
Cleanliness of our local area	53	Art galleries, exhibitions and public programs	49
Parks and gardens	49	Major community events	43
Ensuring safety of residents and their property	44	Council support of local industry and business	39
Swimming centres	43	Sporting facilities	38

Top 5/Bottom 5 Facilities and Services by Tenancy status

Items highlighted in **light blue** indicate **unique strengths** for each Tenancy type. This means that the highlighted survey item appeared in the top 5 for this particular Council Tenancy type only.

Items highlighted in **light red** indicate **unique improvement areas** for each Tenancy type. This means that the highlighted survey item appeared in the bottom 5 for this particular Council Tenancy type.

Home owner – Top 5	%satisfied	Home owner – Bottom 5	%dissatisfied
Parks and gardens	49	Attract new business development opportunities	51
Play grounds	43	Promoting sound environmental practices	48
Access to parking	43	Art galleries, exhibitions and public programs	46
Sporting facilities	37	Council support of local industry and business	46
Library services	34	Ensuring safety of residents and their property	41

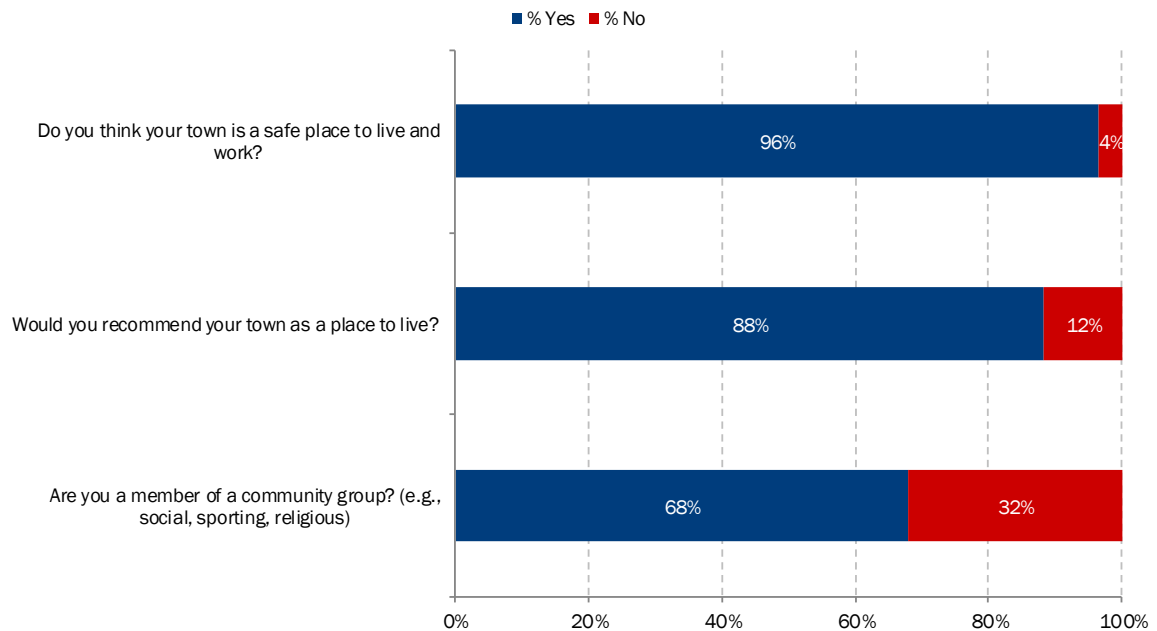
Business owner – Top 5	%satisfied	Business owner – Bottom 5	%dissatisfied
Art galleries, exhibitions and public programs	33	Parks and gardens	83
Play grounds	17	Swimming centres	83
Sporting facilities	17	Public toilets	83
Library services	17	Access to parking	83
Disabled access to community facilities	17	Condition of pathways	83

Renter – Top 5	%satisfied	Renter – Bottom 5	%dissatisfied
Parks and gardens	53	Attract new business development opportunities	49
Library services	51	Street signs and road markings	41
Swimming centres	45	Condition of pathways	39
Play grounds	45	Council support of local industry and business	36
Major community events	41	Ensuring safety of residents and their property	34

Company tenant – Top 5	%satisfied	Company tenant – Bottom 5	%dissatisfied
Swimming centres	49	Attract new business development opportunities	45
Library services	49	Public toilets	35
Parks and gardens	46	Art galleries, exhibitions and public programs	33
Access to parking	41	Council support of local industry and business	30
Cleanliness of our local area	41	Major community events	28

Community connectedness

The graph below presents the responses to a series of “Yes/No” questions about community members’ sense of connectedness and safety in the community.



The majority of respondents indicated they felt their town is a safe place and would recommend to others as a place to live. Just over two thirds (68%) of respondents indicated they were connected to the community via a social, sporting and/or religious group.

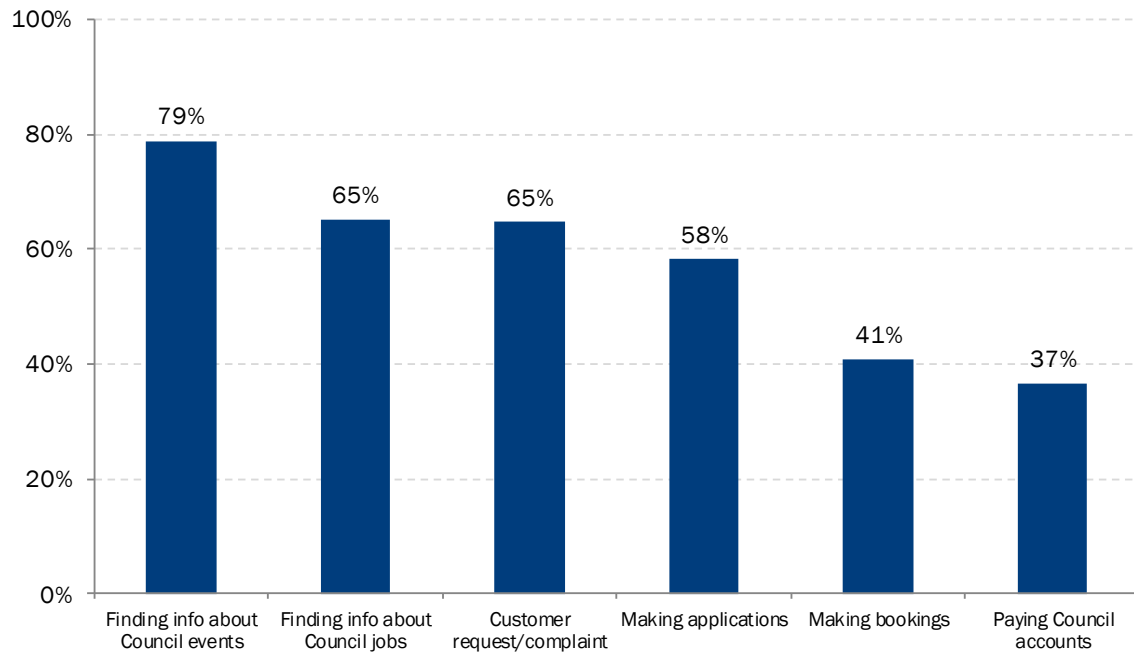
Interaction with Council

The following graphs present respondents' preferences in regards to the sorts of information available on the Council website, and how information is received from the Council.

- Respondents indicated that they preferred the Council website to provide information about Council events, Council jobs and a means to make customer requests or complaints.
- Respondents preferred receiving information from the Council via Letterbox drops and Newsletters, rather than via the Council's website, Newspapers, Public meetings and other media (i.e., TV and Radio).

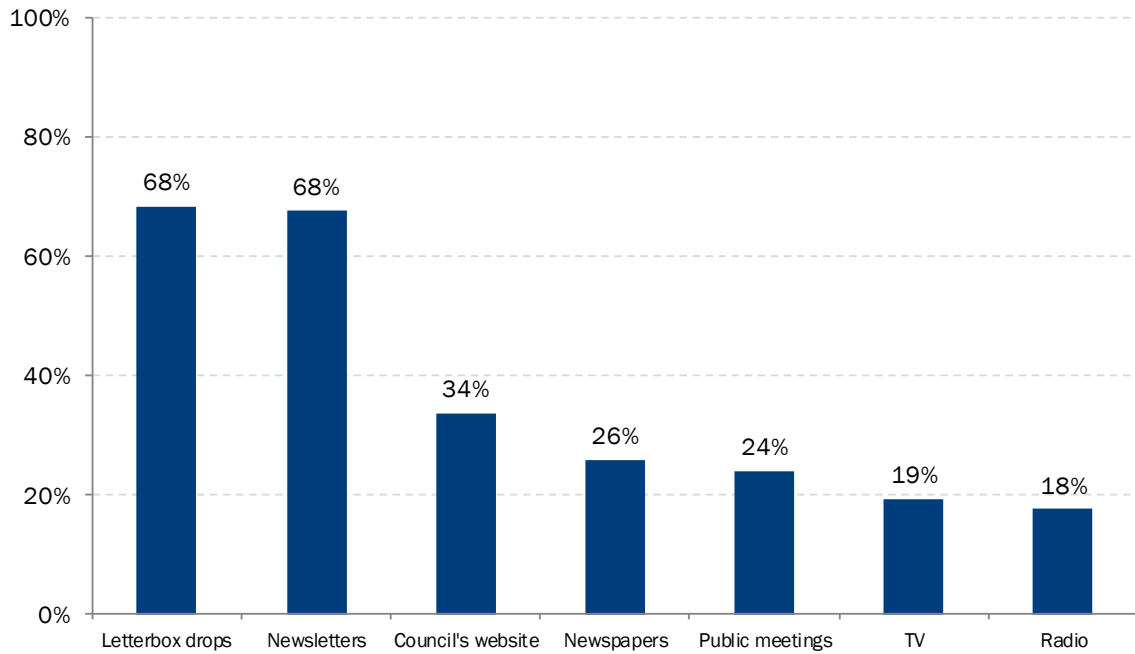
Would you use the Council's website for any of the following services? (Please tick all that apply)

218 responses



What is your preferred method of receiving information from the Council? (Please tick all that apply)

278 responses



Open-ended feedback – Sample comments

Community members provided open-ended (free text) responses to questions about what the Council does well, and what it needs to improve. Sample comments are provided below.

What are three things you believe the Council does well?

- *Keeps the town as clean as they can*
- *Providing parks and activities and making Ashburton look very nice*
- *Does parks and gardens well, keeps them tidy and well watered*
- *The library is fantastic, the staff there are fantastic*
- *Finally seeing some well needed development around town which is fantastic to see*
- *Bringing the community together*
- *The newsletter, produced and edited by Julie Glover – she does a really great job. Peter Foster has been good at letting people know what's happening via email and Facebook*
- *Lots of community activities and facilities which promote the family lifestyle such as the dog park, the skate park*
- *All swimming pools are really good*
- *Nameless festival*

What are three things you think the Council needs to improve upon?

- *Increase involvement in town in terms of shire events, arts and theatre and visiting workshops and I think child health care services. It needs to be improved and more consistent. I would also say shading for parks and playgrounds.*
- *I just think they should be a little less Tom Price egocentric, that is where the council is and we are not seen as being a town after the mine closes, so they don't want to invest in long term things like sporting facilities. Just the consultation process takes too long to move. Things are promised and they are coming but they are coming in five or ten year's time and the timeline keeps moving backwards. There are probably good reasons but it would be good if they communicated those reasons.*
- *We do not have street lights, that is a major issue for me.*
- *They need to redo all the paths in the town.*
- *Working with the relevant state government and private sectors to make more residential and commercial land available so that local business – and hence the town – can grow.*

- *Support and service to the community and ambulance volunteers by providing an RFDS strip in Tom Price. Another accident waiting to happen! Unbelievable that it was voted out at the last council meeting.*
- *Alignment and maturity within council itself. The current crop of councillors are not making decisions in the interest of the whole shire. Too many localised interests and “us vs them” mentality.*
- *They need to be able to respond better with regard to council decisions, community members often wait weeks to find out why something has happened and in turn this makes the shire staff look bad and creates uneasiness within the community.*

LICENCE AGREEMENT

FUEL FACILITY

LOT 16 ONSLOW ROAD, ONSLOW WA

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AGREEMENT 3rd March 2013
BETWEEN The Shire of Ashburton
AND SkyWest Airlines (Australia) Pty Ltd ('the Licensee')

RECITALS

- A. The Licensor is the owner/manager of the Premises.
- B. The Licensor has agreed to grant to the Licensee the right to use and occupy the Premises subject to the terms and conditions contained in this Licence.

OPERATIVE PART

1. INTERPRETATION

1.1 Definitions

In this Licence unless inconsistent with the context or subject matter the following terms shall have the following meanings:

'Council' means the Council of the Shire of Ashburton and includes, where appropriate, any delegate of the Council;

'GST' means a goods and services tax as may be amended from time to time;

'Licence Fee' means the Licence Fee as determined by the Council from time to time;

'Licensee's Covenants' means all or any of the covenants and agreements contained in or implied by this Licence on the part of the Licensee to be observed and performed;

'Licensor's Address' means the Licensor's Address specified in the Schedule or any other address written notice of which is given by the Licensor to the Licensee from time to time;

'Premises' means the Premises the subject of this Licence and referred to in the Schedule;

'Schedule' means the Schedule to this Licence;

'Service charge' means any charge imposed for the supply of electricity, telephone, excess water, rubbish collection & removal.

'Term' means the period or periods specified in the Schedule.

1.2 Interpretation

- (a) A reference to this Licence includes:
- i. (i) both express and implied terms, covenants and conditions of this Licence; and
 - ii. all variations, additions and deletions to the terms, covenants and conditions contained in this Licence whenever effected;
- (b) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns;
- (c) A reference to any person if that person ceases to exist is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions;
- (d) An obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) The index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Licence.

2 GRANT OF LICENCE

2.1 Grant

Subject to clause 9 the Licensor grants to the Licensee for the Term the right to use and occupy the Premises in accordance with this Licence.

2.2 Licensee's Covenants

This grant by the Licensor to the Licensee for the Term is subject to the punctual payment of the Licence Fee by the Licensee and the observance and performance of the Licensee's Covenants.

3 COVENANTS BY LICENSEE

3.1 Licensee's Guide

The Licensee must comply with all requirements contained in the Licence.

3.2 Licence Fee

The Licensee must pay the Licence Fee at the times and in the manner referred to in the Licensee's Guide to the Licensor at the Licensor's Address without any deduction or abatement.

3.3 GST

The Licensee must pay an amount ('GST Amount') to the Licensor in respect of all GST levied or payable on the Licence Fee or any other amounts payable under this Licence. The GST Amount is payable at the same time as the amount on which it is levied.

3.4 Costs

The Licensee must pay the Licensor on demand all costs, charges and expenses (including solicitor's, architect's and surveyor's fees) incurred by the Licensor for the purpose of or incidental to the preparation and service of any notice requiring the Licensee to remedy a breach of any provision contained in this Licence.

3.5 Use of Premises generally

- a) The Licensee must ensure that the Premises and any part of the Premises are only used for the purpose specified in the Schedule.
- b) The Licensee must not, without the approval of the Licensor, carry out any alterations, improvements or other structural works in respect of the Premises
- c) The Licensee must endeavour to keep and maintain good order and decent behaviour in or on the Premises and to take all necessary steps to prevent disorderly behaviour and the use of profane or indecent language and to prevent any nuisance emanating from the Premises.

3.6 Indemnity and release

Except to the extent that any or all such damage is caused by any act, omission, neglect or default of the Licensor or any of the Licensor's employees, agents, contractors or invitees:

- a) the Licensee will indemnify the Licensor and keep the Licensor indemnified from and against all costs, claims, demands and expenses suffered by the Licensor arising from any damage caused to the Premises or any injury to or death of any person caused by the Licensee or any person authorised by the Licensee using the Premises;
- b) the Licensor shall not be liable for any loss damage or injury that may be sustained at any time during the Term:
 - i. resulting from the theft of any property within or from the Premises;
 - ii. by the Licensee or any other person lawfully authorised by the Licensee to use the Premises.

3.7 Assignment

- a) The Licensee will not assign or transfer the rights of the Licensee (or any such rights) pursuant to this Licence without the prior written consent of the Licensor.
- b) The Licensor may withhold its consent or grant its consent either unconditionally or subject to any conditions it considers appropriate.
- c) Upon any assignment of this Licence, the Licensee will remain responsible for the Premises, and compliance with the terms and conditions of this Licence, as if those rights had not been assigned or transferred.

3.8 Insurance

The Licensee must effect and maintain at all times during the term a public liability insurance policy, in the name of the Licensee for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) extended to cover public risk to third parties resulting from the use or abuse by the Licensee of the Premises pursuant to the terms of this Licence;

3.9 Service charges

The Licensee will pay to the Licensor or a third party any service charge within 30 days of receipt of a written notice to do so.

3.10 Rubbish collection

The Licensee will pay all costs associated with waste and rubbish removal from the Premises during the period of the Licence.

3.11 Change rooms and toilets

The Licensee will be responsible for cleaning the change rooms and toilets within or associated with the Premises, if applicable, where shown on the Licence plan annexed to this Licence.

3.12 Want of repair, damage and theft

- a) The Licensor will be responsible for maintenance required to the premises supplied by the Licensor as a consequence of fair wear and tear. HOWEVER the Licensee will be responsible for any maintenance required to the Premises as a consequence of any negligent or any deliberate act of the Licensee or its invitees and will maintain the Premises in the same condition as existing at the commencement of this licence including the replacement of any domestic light globes without limiting the generality of this clause.
- b) The Licensee must report any accident to or defect or want of repair in any services to or fitting of the Premises or act of vandalism or theft which occurs on the Premises to the Licensor immediately it becomes aware of it
- c) The Licensor may inspect the Premises at any time.
- d) On giving to the Licensee 24 hours written notice the Licensor may enter the Premises and carry out repairs, renovations, maintenance or alterations to the Premises or to any adjoining premises as required or considered desirable by the Licensor without being liable to the Licensee for any loss or damage suffered by the Licensee as a consequence of that entry or carrying out of those repairs, renovations, maintenance or alterations.
- e) If maintenance is required to the Premises as a consequence of any negligent or any deliberate act of the Licensee or its invitees the Licensor will give the Licensee notice requiring that maintenance to be carried out within 7 days and failing compliance with that notice the Licensor may carry out that maintenance in accordance with subclause d).
- f) The Licensee shall pay to the Licensor on demand all expenses and costs of and incidental to carrying out maintenance carried out under subclause e).

- g) The Licensee will keep clean and maintain the Premises clear of rubbish to the satisfaction of the Licensor

3.13 Cease use

Subject to clause 5, the Licensee must cease using the Premises at the expiry or sooner determination of the Term.

4. DEFAULT BY LICENSEE

If

- a) the Licence Fee or any part of it is at any time unpaid for 7 days after becoming due (whether formally demanded or not); or
- b) the Licensee, or any person or persons authorised by the Licensee, are convicted of any criminal offence relating to their use of the Premises; or
- c) the Licensee breaches or fails to observe or perform any other of the Licensee's Covenants and that breach non-observance or non-performance continues after the expiration of 7 days (or, such further time as the Licensor may in any such case specify) of written notice to the Licensee to remedy it; or
- d) the Licensee goes into liquidation or becomes bankrupt or enters into any composition arrangement with or assignment for the benefit of the Licensee's creditors; or
- e) under any Act or instrument or by order of any court a manager and administrator a trustee a receiver or a receiver and manager or liquidator is appointed in relation to any part of the Licensee's undertakings assets or property; or
- f) any execution is issued against the Licensee; or
- g) the Premises are abandoned or otherwise left vacant,

the interest of the Licensee in the Premises will immediately determine but without affecting any right of the Licensor under this Licence and without releasing the Licensee from the Licensee's liability to observe the Licensee's Covenants up to that determination (and with respect to those of the Licensee's Covenants which survive that determination, to continue to observe those covenants). Upon the determination of the Term and subject to the Licensor using all reasonable and proper care during such removal the Licensor will have the right to remove any property of the Licensee left in or about the Premises and the Licensee shall indemnify the Licensor against all damage to that property.

5. HOLDING OVER

If the Licensee continues use of the Premises after the expiry of the Term with the consent of the Licensor the Licensee will be a fortnightly licensee of the Licensor at a monthly licence fee at the same level as payable by the Licensee immediately prior to expiry of the Term.

6. TERMINATION

- 6.1 Either the Licensee or the Licensor may terminate this Licence by giving 14 days written notice to the other of its intention to terminate this Licence.
- 6.2 This Licence will, subject to written agreement between the Licensee and the Licensor otherwise, terminate on the expiry of the 14 day period referred to in clause 6.1

7. NOTICE

Any notice required to be served under this Licence will be sufficiently served on the Licensee or Licensor if:

- a) served personally on the party being served or that party's representatives; or
- b) if addressed to the party being served and left at or sent by pre-paid post to that party's last known address or place of business, or if the party being served is a corporation, at its registered office.

8. RIGHTS IN CONTRACT

The rights conferred upon the Licensee by this Licence rest in this Licence only and do not create in or confer upon the Licensee any estate or interest in the Premises and the rights of the Licensee are those of a licensee only and do not confer exclusive possession of the Premises on the Licensee.

9. OTHER LICENSEES

The Licensee acknowledges that the Licensor may also licence the Premises to another licensee whose use of the Premises does not conflict with the Licensee's use of the Premises.

10. LAWS

This Licence is governed by the laws of Western Australia.

SCHEDULE

- The Licensee:** SkyWest Airlines (Australia) Pty Ltd
- The Premises:** An area measuring 16m x 21m at Lot 16 Onslow Road, Onslow as indicated on attached plan
- Purpose of licensed use:** Aviation fuel storage facility
- The Term of this Licence:**
- Six (6) months
- Commencement Date:**
- 3rd March 2013
- Expiration Date:**
- 1st September 2013
- Licence Fee:**
- \$1000.00 per calendar month or part thereof on a pro rata basis for the first financial year, and thereafter, the amount determined by the Council and notified to the Licensee from time to time.
- Licensor's Address:** Lot 246 Poinciana Street, Tom Price WA 6751
- Licensee's Address:** Domestic Terminal, Perth Airport, WA 6105
- Special Conditions:**
1. The Licensee agrees to demonstrate compliance with AS1940 at all times.
 2. The fuel facility must be securely fenced with cyclonic fencing, compliant with "Region D Terrain Category 2" building requirements at the Licensee's expense.
 3. All fuel tanks must be located above-ground and self-bunded.
 4. Appropriate spill kits and signage must be provided and maintained by the Licensee
 5. The Licensee is responsible for all power and lighting requirements, it is noted that power and water supplies are not provided to the site by the Licensor.
 6. All staff operating and maintaining equipment in the facility are to suitably trained and qualified as required by any applicable legislation.

7. The Licensee is responsible for all costs, reporting and liability in the event of a fuel spill. An emergency plan and clean-up process is to be documented and provided to the Licensor prior to the commencement of operations.
8. The Licensee is responsible for all costs involved in the establishment and running of the facility, including planning and building application fees and lodgement, preparation and compaction of site to RL 4.6AHD.
9. Further to Condition 3.4 'Costs' the Licensee agrees to pay an amount of \$1000 excluding GST for initial set up of the License Agreement, including legal expenses, survey work, aerodrome manual update, consultancy fees and administration.
10. A Bond of \$2000 is to be paid by the Licensee and held by the Licensor for the term of the Licence to compensate the Licensor for any breach or default by the Tenant in respect of this Agreement.
11. Upon termination of the Licence the Licensee agrees to restore the site to its original condition including any remediation required to soil or the surrounding area
12. Conditions of Operation:
 - a) The fuel truck will only to have access to Apron through the formalised Apron Gate (as illustrated on attached map) and is not permitted on any other part of the aerodrome
 - b) The fuel truck must be manned at all times when outside of the fuel facility and may only be stored within the licence area.
 - c) Any damage caused by the truck and/or fuel service to the Apron will be repaired at the cost of the Licensee

EXECUTED as a Deed.

THE **COMMON SEAL** of the
SHIRE OF ASHBURTON
was hereunto affixed by authority of
a resolution of the Council in the presence of

Shire President

Name of Shire President (Print)

Chief Executive Officer

Name of Chief Executive Officer (Print)

THE **COMMON SEAL** of the
SKYWEST AIRLINES (AUSTRALIA) PTY LTD
was affixed in accordance with its
Articles of Association
and in the presence of

President

Name of President (Print)

Secretary

Name of Secretary (Print)

COMMUNITY INFRASTRUCTURE AND SERVICES PARTNERSHIP

RioTinto



Terms of Reference

Partnership Governing Committee

(PGC)

Terms of Reference - PGC

1. Name

The name of this working group shall be the **Partnership Governing Committee** or referred to as the **PGC**.

2. Purpose

This document sets out the role and responsibilities of the **Partnership Governing Committee** as referred to in the *Community Infrastructure and Services Partnership* executed with effect from 1 July 2012 between Rio Tinto Iron Ore and the Shire of Ashburton.

3. Term

The PGC shall function for the life of the Community Infrastructure and Services Partnership, as referred to in this document.

4. Background / Context

4.1 Memorandum of Understanding

Rio Tinto Iron Ore (RTIO) and the Shire of Ashburton (Shire) have agreed through a Memorandum of Understanding (MOU) titled the *Community Infrastructure and Services Partnership* (the Partnership) to work together to revitalise existing and develop new civic, sporting and community facilities and programs in the Pilbara inland towns of Tom Price, Paraburdoo and Pannawonica.

4.2 Community Infrastructure and Services Plan

Annexured to the MOU is the Community Infrastructure and Services Plan that sets out the identified projects and services that RTIO and the Shire will work in collaboration to achieve over the life of the Partnership under the following key objectives (Annexure 2):

- Improve town amenity and beautification;
- Planning for future growth and community needs;
- Support local community resilience, leadership and sense of place; and
- Leadership, Governance and Partnership management.

4.3 Community Infrastructure and Services Partnership Flowsheet

Under the terms of the Partnership, a governance framework has been developed that sets out how the Parties will engage at various levels to implement, monitor and evaluate the Partnership (Annexure 2).

This comprises a Partnership Governing Committee (PGC), a Partnership Management Group (PMG) and a Partnership Management Team (PMT) who have specific roles and responsibilities in:

- developing and implementing the Partnership;
- tracking strategies against milestones, budgets and expected outcomes;
- establishing and promoting key messages; and
- evaluating the Partnership and its associated projects and activities.

The **Partnership Governing Committee** (PGC) [as set out in this Terms of Reference] will provide the strategic direction and approvals process for the overall implementation, management and monitoring of the Partnership and its associated activities and projects.

The **Partnership Management Group** (PMG) will work closely with the Partnership Management Team to provide project guidance and tracking of the Partnership and its associated activities and projects.

The **Partnership Management Team** (PMT) is employed by the Shire through a funding agreement with Rio Tinto. The PMT is responsible for the day to day implementation and management of the Partnership and its associated activities and projects.

The PMT will provide administrative support to the PGC and PMG and participate in scheduled meetings as determined.

5. The Partnership Governing Committee (PGC)

5.1 Overview

The Partnership Governing Committee (PGC) is the overarching body that provides the strategic direction and approvals process for the overall implementation, management and monitoring of the Community Infrastructure and Services Partnership and its associated projects and activities.

The PGC will also be responsible for ensuring delivery of the Partnership based on the key principles of Respect, Accountability, Leveraging, Communication, Collaboration and Good Governance as agreed to by the Parties and documented in the MOU.

5.2 Role, Responsibility and Function

- provide the overarching strategic direction, management and evaluation of the Partnership and its associated projects and activities;

- seek input, formal direction and/or endorsement, from the governing body of each party on the implementation, progress, performance and value of the Partnership, inclusive of emerging issues that may impact the Partnership;
- review, and give direction, on recommendations provided by the PMG on the feasibility, implementation, progress and budget of individual projects and activities, ensuring compliance with the Partnership's stated objectives and desired outcomes;
- review and ensure that projects and activities under the Partnership comply with legislative requirements and contractual arrangements;
- review and ensure the Partnership has adequate resources including the engagement of consultants deemed necessary to support, implement and evaluate the Partnership;
- monitor, scrutinise and review, in consultation with the Partnership Management Group, the performance of the Partnership and its associated projects and activities;
- discuss, seek and promote leveraging opportunities with stakeholders and the wider community;
- monitor and direct the Partnership budget to ensure effort and expenditure are appropriate to the Parties' expectations and achievement of the Partnership's stated objectives and desired outcomes;
- appoint an independent evaluation consultant or auditor for the purpose of evaluating the partnership as per the requirements in the MOU.

5.3 Membership

The PGC shall be comprised of delegates that represent the Partnership Parties being:

- Pilbara Iron Company Services (Rio Tinto Iron Ore) (ABN 35 107 210 248)
- Shire of Ashburton (ABN 45 503 070 070)

Members of the PGC shall be selected for their decision making capabilities within their respective organisations that enables immediate and effective resolution of matters concerning the Partnership.

At the first scheduled meeting of the PGC the Parties shall nominate three [3] delegates to represent their respective organisation on the PGC.

Each Party may nominate additional delegates to form the PGC in consultation and on approval by the other Party.

The PGC may call upon external persons from time to time to attend meetings to assist them to carry out the objectives of the Partnership. All requests for external persons to attend meetings should be made through the Partnership Manager at least 5 working days prior to the next scheduled meeting.

All members of the PGC will receive a copy of:

- the Community Infrastructure and Services Partnership Memorandum of Understanding;
- the Community Infrastructure and Services Plan – Communities of Tom Price, Paraburdoo and Pannawonica 2012-2017;
- the Community Infrastructure and Services Funding Agreement – Partnership Management Team; and
- the Terms of Reference documents for the PGC and the PMG;

5.4 Expectations of PGC Members

- uphold and carryout the principles of the overarching Partnership namely *respect, accountability, leveraging, communication, collaboration and good governance*.
- be committed to and actively involved in pursuing the Partnership objectives to achieve the desired outcomes of the MOU;
- actively provide direction and support to the Partnership through the Partnership Management Group and Partnership Management Team in a professional and constructive manner consistent with the objectives of the MOU;
- actively participate in all meetings, discussions and other working groups as appropriate;
- declare any conflict, or potential conflict, of interest between their organisation or professional interests and their roles as members of the PGC;

5.5 Meeting Chair and Convenor

In the first instance, the Shire will hold the position of Chair and shall convene the PGC meetings.

If the designated Chair is not available then RTIO (referred to as the Acting Chair) will be responsible for convening and conducting that meeting.

5.6 Minutes & Meeting Papers

Preparation of meeting agendas, meeting papers and minutes is the responsibility of the Partnership Manager.

PGC members are required to submit any agenda items and supporting documentation to the Partnership Manager for collation at least 10 working days prior to the next scheduled meeting. Final agendas will be distributed no later than 5 working days prior to the next scheduled meeting. Copies of the minutes, including attachments and project status reports, shall be provided to all PGC members no later than 5 working days following each meeting for ratification at the next subsequent meeting of the PGC. When confirmed, the minutes shall be signed by the Chairperson.

The minutes of each PGC meeting will be monitored and maintained by the Partnership Manager as a complete record as required under provisions of the *Archives Act 1983*.

5.7 Meeting Schedule

Meetings of the PGC will be held at least annually. Additional meetings may be held as required and scheduled through the Partnership Management Group (PMG).

5.8 Proxies to Meetings

Where a nominated delegate is unable to represent their organisation, that delegate may assign an alternative delegate (Proxy) to attend PGC meetings in their absence.

The assigned proxy can exercise the same rights as the PGC member that they are representing and must carry out all responsibilities and expectations of members of the PGC as described herein.

5.9 Quorum Requirements

A minimum of (4) four PGC members or their proxy is required for the meeting to be recognised as an authorised meeting for the recommendations or resolutions to be valid.

The quorum must contain at least 2 members from the Shire and 2 members from RTIO of which at least 1 member from each is a nominated delegate.

The PGC will attempt to reach decisions by consensus, with equal representation from both parties. If consensus and/or majority is not achieved, the chairperson will move to 'lay the pending motion on the table' until such time that additional information and/or direction from their respective organisations can be determined.

In the case that a resolution cannot be agreed, the Parties will refer to the Community Infrastructure and Services Partnership - Memorandum of Understanding for further clarification and direction.

The Partnership Management Team does not have any voting rights.

5.10 Out of Session Decisions

Out-of-session decisions will be deemed acceptable. Where agreed, all out-of-session decisions shall be recorded in the minutes of the next scheduled PGC meeting.

Emails sent to the Group for the purpose of decision making out of session will take the following format;

DECISION REQUIRED (Email subject Line)

Email content will describe the decision required and will contain any relevant background information. It will include a timeframe for responses (usually 3 days). If clarification is required, it is the responsibility of each member to contact the Partnership Manager to discuss.

If a decision is required urgently it will be stated in the body of the email and will include a timeframe for response.

All emails regarding the request for 'Decision Required' will be initiated by the Partnership Manager. If a member would like to raise an item it must be sent through the Partnership Manager.

All email responses to DECISION REQUIRED emails are to be returned as REPLY ALL.

An Out of Session resolution approved by a majority of the PGC is valid and binding and of the same effect as if the resolution had been duly passed at a scheduled meeting and the approved resolution will form part of the minutes of the next scheduled PGC meeting.

6. Dispute Resolution

In the event of a dispute the Parties will meet and discuss the dispute and attempt to resolve the dispute on a basis consistent with a desire to retain a good working relationship, without prejudice and in a confidential manner.

In the event that a dispute cannot be resolved, then the Parties must refer to the Memorandum of Understanding for guidance.

7. Review

These terms of reference shall be subject to review on an annual basis to ensure its effectiveness and relevance.

8. Endorsement of Terms of Reference

The Parties have individually read, understood and accepted all the terms and information as contained herein; and agree that together they will uphold and carryout the objects and activities of the Memorandum of Understanding and entitled the *Community Infrastructure and Services Partnership* between Rio Tinto Iron Ore and the Shire of Ashburton.

PILBARA IRON COMPANY SERVICES (Rio Tinto)

ABN 35 107 210 248

Robyn Sermon

General Manager Communities

Signature: _____

Date: _____

Andrew Wildy

General Manager Accommodation and
Towns Management

Signature: _____

Date: _____

AND

SHIRE OF ASHBURTON

ABN 45 503 070 070

Ronald Yuryevich

Commissioner

Signature: _____

Date: _____

Frank Ludovico

Acting Chief Executive Officer

Signature: _____

Date: _____

COMMUNITY INFRASTRUCTURE AND SERVICES PARTNERSHIP

RioTinto



Terms of Reference

Partnership Management Group

(PMG)

Terms of Reference - PMG

1. Name

The name of this working group shall be the **Partnership Management Group** or referred to as the **PMG**.

2. Purpose

This document sets out the role and responsibility of the **Partnership Management Group** as referred to in the *Community Infrastructure and Services Partnership* executed and with effect from 1 July 2012 between Rio Tinto Iron Ore and the Shire of Ashburton.

3. Term

The PMG shall function for the life of the Community Infrastructure and Services Partnership, as referred to in this document.

4. Background / Context

4.1 Memorandum of Understanding

Rio Tinto Iron Ore (RTIO) and the Shire of Ashburton (Shire) have agreed through a Memorandum of Understanding (MOU) titled the *Community Infrastructure and Services Partnership* (the Partnership) to work together to revitalise existing and develop new civic, sporting and community facilities and programs in the Pilbara towns of Tom Price, Paraburdoo and Pannawonica.

4.2 Community Infrastructure and Services Plan

Annexured to the MOU is the Community Infrastructure and Services Plan that sets out the identified projects and services that Rio Tinto and the Shire will work in collaboration to achieve over the life of the Partnership under the following key objectives:

- Improve town amenity and beautification;
- Planning for future growth and community needs;
- Support local community resilience, leadership and sense of place; and
- Leadership, Governance and Partnership management.

4.3 Community Infrastructure and Services Partnership Flowsheet

Under the terms of the Partnership, a governance framework has been developed that sets out how the Parties will engage at various levels to implement, monitor and evaluate the Partnership (Annexure 2). This comprises a Partnership Governing

Committee (PGC), a Partnership Management Group (PMG) and a Partnership Management Team (PMT) who have specific roles and responsibilities in:

- developing and implementing the Partnership;
- tracking strategies against milestones, budgets and expected outcomes;
- establishing and promoting key messages; and
- evaluating the Partnership and its associated projects and activities.

The **Partnership Governing Committee** (PGC) will provide the strategic direction and approvals process for the overall implementation, management and monitoring of the Partnership and its associated activities and projects.

The **Partnership Management Group** (PMG) [as set out in this Terms of Reference] will work closely with the Partnership Management Team to provide project guidance and tracking of the Partnership and its associated activities and projects.

The **Partnership Management Team** (PMT) is employed by the Shire through a funding agreement with Rio Tinto. The PMT is responsible for the day to day implementation and management of the Partnership and its associated activities and projects.

The PMT will provide administrative support to the PGC and PMG and participate in scheduled meetings as determined.

5. The Partnership Management Group

5.1 Overview

The PMG is a working group tasked to support and provide guidance to the Partnership Management Team with the implementation of projects and services as documented in the Community Infrastructure and Services Plan 2012-2017, annexured to the Memorandum of Understanding.

The PMG will be responsible for providing advice to, and regularly monitoring progress of, the Partnership Management Team in implementing and managing activities and projects under the Partnership. The Group will also be responsible for formulating recommendations to the PGC to address any impediments to, and to ensure continuous improvement in, the achievement of the partnership objectives.

5.2 Role, Responsibility and Function

General

- ensure that the governance, operational and strategic requirements of Rio Tinto and the Shire are met in delivering the objectives prescribed within the Community Infrastructure and Services Plan;

- participate in the development, implementation and ongoing monitoring of Communications and Engagement Plans for the Partnership and its projects and activities;
- develop a sound understanding of the projects outlined in the Community Infrastructure and Services Plan and anticipated outcomes;
- provide appropriate levels of resource support to ensure achievement of the objectives prescribed within the Community Infrastructure and Services Plan;
- provide continuous monitoring of individual projects and activities under the Partnership against agreed outcomes;
- identify emerging risks and determine options for intervention if required;
- participate in evaluation and review processes; and

In relation to PMT

- oversee the implementation and management of activities and projects by the Partnership Management Team under the Community Infrastructure and Services Plan;
- provide project guidance to address impediments to, to plan for, and ensure continuous improvement in, the achievement of objectives under the Community Infrastructure and Services Plan;
- ensure implementation of resolutions of the Partnership Governing Committee;
- ensure that the Partnership Management Team is adequately resourced;

In relation to PGC

- research, prepare and provide progress reports to the Partnership Governing Committee on various aspects of the Partnership and associated activities and projects inclusive of:
 - tracking strategies against milestones, budgets and expected outcomes;
 - actual and proposed leveraging opportunities;
 - identification of emerging risks;
 - key communications and engagement messages and activities;
- Prepare and provide an annual report to the PGC that provides a comprehensive evaluation of the Partnership and its associated activities and projects to date inclusive of a projected project plan for the following 12 months. Seek direction and resolutions from the PGC regarding the overall implementation, management, development of budgets and monitoring of the Partnership and its associated activities and projects;

5.3 Membership

The PMG shall be comprised of delegates that represent the Partnership Parties being:

- Pilbara Iron Company Services (Rio Tinto Iron Ore) (ABN 35 107 210 248)
- Shire of Ashburton (ABN 45 503 070 070)

At the first scheduled meeting of the PMG the Parties shall nominate three [3] delegates to represent their respective organisation on the Partnership Management Group.

Each Party may nominate additional delegates to form the Partnership Management Group in consultation and on approval by the other Party.

The Partnership Management Group may call upon external persons from time to time to attend meetings to assist them to carry out the objectives of the Partnership. All requests for external persons to attend meetings should be made through the Partnership Manager at least 5 working days prior to the next scheduled meeting.

All members of the PMG will receive a copy of:

- the Community Infrastructure and Services Memorandum of Understanding;
- the Community Infrastructure and Services Plan – Communities of Tom Price, Paraburdoo and Pannawonica 2012-2017;
- the Community Infrastructure and Services Plan – Funding Agreement for the Partnership Management Team; and
- the Terms of Reference documents for the PGC and the PMG;

5.4 Expectations of PMG Members

- to represent and have a clear understanding of their organisation's role and requirements as agreed to in the overarching Partnership;
- uphold and carry out the principles of the overarching Partnership namely *respect, accountability, leveraging, communication, collaboration and good governance*.
- be committed to and actively involved in pursuing the Partnership objectives to achieve the desired outcomes of the MOU;
- actively provide advice, support and skills to the Partnership Management Team in a professional and constructive manner;
- actively participate in all meetings, discussions and other working groups as appropriate;
- work effectively with all relevant parties and external stakeholders;

- declare any conflict, or potential conflict, of interest between their business or professional interests and their role as a member of the PMG;

5.5 Meeting Chair and Convenor

In the first instance, the Shire will hold the position of Chair and shall convene the PMG meetings.

If the designated Chair is not available then Rio Tinto (referred to as the Acting Chair) will be responsible for convening and conducting that meeting.

5.6 Minutes & Meeting Papers

Preparation of meeting agendas, meeting papers and minutes is the responsibility of the Partnership Manager.

PMG members are required to submit any agenda items and supporting documentation to the Partnership Manager for collation at least 5 working days prior to the next scheduled meeting. Final agendas will be distributed no later than 2 working days prior to the next scheduled meeting.

Copies of the minutes, including attachments and project status reports, shall be provided to all PMG members no later than 5 working days following each meeting for ratification at the subsequent meeting of the PMG. When confirmed, the minutes shall be signed by the Chairperson.

The minutes of each PMG meeting will be monitored and maintained by the Partnership Manager as a complete record as required under provisions of the *Archives Act 1983*.

5.7 Meeting Schedule

Meetings of the PMG will be held approximately 6 weekly. Changes to the meeting frequency may be made with mutual agreement of PMG members.

5.8 Proxies to Meetings

Where a nominated delegate is unable to represent their organisation, that delegate may assign an alternative delegate (Proxy) to attend PMG meetings in their absence.

The assigned proxy can exercise the same rights as the PMG member that they are representing and must carry out all responsibilities and expectations of members of the PMG as described herein.

5.9 Quorum Requirements

A minimum of (4) four PMG members (the quorum) is required for the meeting to be recognised as an authorised meeting for recommendations or resolutions to be valid.

The quorum must contain at least 2 members from the Shire and 2 members from RTIO of which at least 1 member from each is a nominated delegate.

The PMG will attempt to reach decisions by consensus, with equal representation from both parties. If consensus and/or majority is not achieved, the chairperson will move to 'lay the pending motion on the table' until such time that additional information and/or direction from their respective organisations can be determined.

In the case that a resolution cannot be agreed, the Parties will refer to the PGC for direction/decision

The Partnership Management Team does not have any voting rights.

5.10 Out of Session Decisions

Out-of-session decisions will be deemed acceptable. Where agreed, all out-of-session decisions shall be recorded in the minutes of the next scheduled PMG meeting.

Emails sent to the Group for the purpose of decision making out of session will take the following format;

DECISION REQUIRED (Email subject Line)

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All email responses to DECISION REQUIRED emails are to be returned as REPLY ALL.

A resolution approved by a majority of the PMG is valid and binding and has the same effect as if the resolution had been duly passed at a Group meeting and the approved resolution will form part of the minutes of the next Group meeting.

6. Dispute Resolution

In the event of a dispute the Parties will meet and discuss the dispute and attempt to resolve the dispute on a basis consistent with a desire to retain a good working relationship, without prejudice and in a confidential manner.

In the event that a dispute cannot be resolved, then the Parties must refer to the Partnership Governing Committee for guidance.

7. Review

These terms of reference shall be subject to review on an annual basis to ensure their effectiveness and relevance.

8. Endorsement of Terms of Reference

The Parties have individually read, understood and accepted all the terms and information as contained herein; and agree that together they will uphold and carryout the objects and activities of the Memorandum of Understanding and entitled the *Community Infrastructure and Services Partnership* between Rio Tinto Iron Ore and the Shire of Ashburton.

PILBARA IRON COMPANY SERVICES (Rio Tinto)

ABN 35 107 210 248

Robyn Sermon

General Manager Communities

Signature: _____

Date: _____

Andrew Wildy

General Manager Accommodation and
Towns Management

Signature: _____

Date: _____

AND

SHIRE OF ASHBURTON

ABN 45 503 070 070

Ronald Yuryevich

Commissioner

Signature: _____

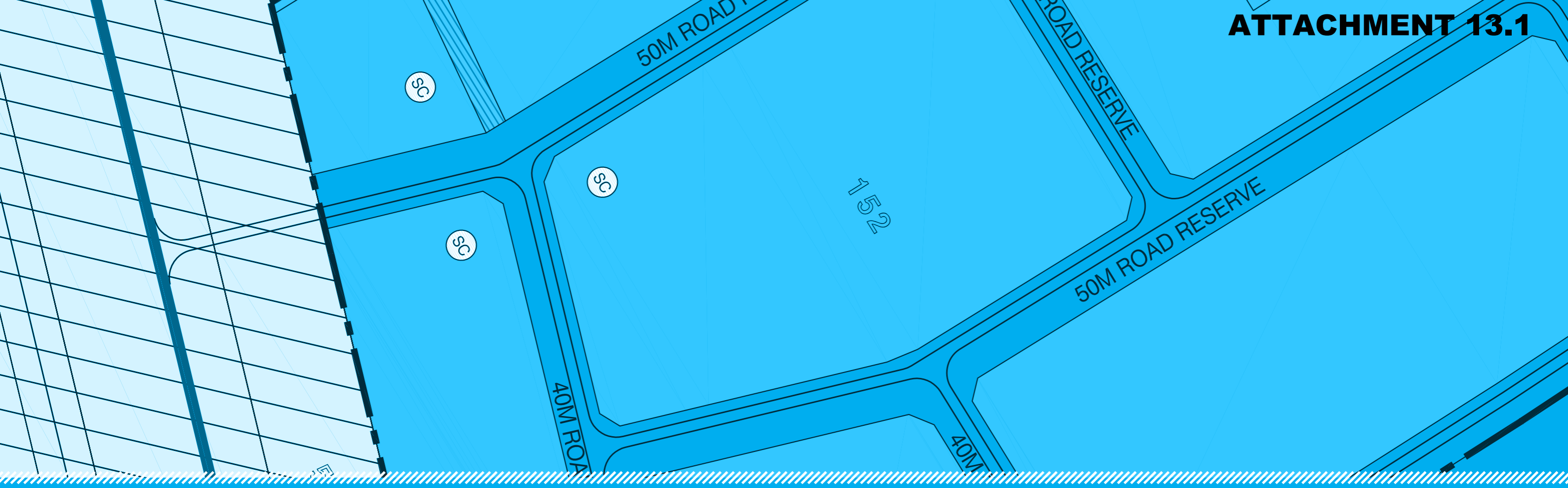
Date: _____

Frank Ludovico

Acting Chief Executive Officer

Signature: _____

Date: _____



ASHBURTON NORTH STRATEGIC INDUSTRIAL AREA EASTERN PORTION OUTLINE DEVELOPMENT PLAN

PERPARED BY URBIS FOR LANDCORP
URBIS.COM.AU
22/01/2012



CONTENTS:

Introduction	P01
Site and Context	P01
Outline Development Plan	P03
Design Response	P03
Implementation and Staging	P04
Development Requirements	P04
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Figure 2 - Outline Development Plan	P03
Figure 3 - Indicative Staging Plan	P04

Table of Modifications

TABLE 1 – TABLE OF MODIFICATIONS TO OUTLINE DEVELOPMENT PLAN

Modification No.	Description of modification	endorsed by council	endorsed by wapc

Endorsement Page

CERTIFIED THAT THE ASHBURTON NORTH GIA (EASTERN PORTION) OUTLINE DEVELOPMENT PLAN WAS ADOPTED BY RESOLUTION OF THE WESTERN AUSTRALIAN PLANNING COMMISSION ON

_____ (DATE)

SIGNED FOR AN ON BEHALF OF THE WESTERN AUSTRALIAN PLANNING COMMISSION

(AN OFFICER OF THE WESTERN AUSTRALIAN PLANNING COMMISSION DULY AUTHORISED BY THE COMMISSION PURSUANT TO SECTION 24 OF THE PLANNING AND DEVELOPMENT ACT (2005) (AS AMENDED) FOR THAT PURPOSE)

IN THE PRESENCE OF:

_____ (WITNESS)

_____ (DATE)

AND BY RESOLUTION OF THE SHIRE OF ASHBURTON ON

_____ (DATE)

PURSUANT TO THE RESOLUTION OF THE SHIRE OF ASHBURTON, THE SEAL OF THE SHIRE OF ASHBURTON WAS AFFIXED IN THE PRESENCE OF

(PRESIDENT, SHIRE OF ASHBURTON)

(CHIEF EXECUTIVE OFFICER, SHIRE OF ASHBURTON)

_____ (DATE)

(SHIRE OF ASHBURTON SEAL)

Introduction

This Outline Development Plan (ODP) has been prepared for the eastern portion of the Ashburton North General Industrial Area (GIA) known as Stage 1C of the Ashburton North Strategic Industrial Area (ANSIA), and located within the broken black line depicted on the ODP comprising *Figure 2*.

The ANSIA is approximately 8000 hectares (ha) and is located 12km south-west of Onslow and 2km east of the Ashburton River on the Pilbara coast. The GIA site is located on the Macedon Access Road approximately 3km west of the intersection with Onslow Road. The site has an area of approximately 100ha. The land is currently vacant.

The release of land within the ANSIA responds directly to the demand for general industrial land associated with the oil and gas sectors, and major associated industries. The appropriate subdivision and development of the GIA site will provide for a wide range of general industrial activities to support the major industries. Upon completion, the GIA will accommodate supporting services required during the construction and operation of ANSIA - such as transport and logistics, pipeline integrity services, vehicle repair, construction and maintenance.

The site is subject to a current proposal to rezone the land from 'Rural' to 'Industry' via Amendment 18 to Town Planning Scheme No.7 (TPS7), and which is nearing completion (January 2013). There is no Region Scheme in force.

The ODP has been prepared in accordance with the requirements of the Ashburton North Development Plan. The Development Plan requires that prior to any subdivision within the 'Industry' Zone, an ODP shall be prepared in accordance with Clauses 6.4, 7.9, Appendices 5 and 11 of Town Planning Scheme No.7.

The ODP sets out the following aspects in order to guide further subdivision, development and land uses on the GIA eastern portion:

- ▶ Background
- ▶ Vision and Objectives for the GIA
- ▶ Site and Context Analysis
- ▶ Opportunities and Constraints
- ▶ Outline Development Plan
- ▶ Preferred Land Uses
- ▶ Design Response
- ▶ Implementation and Staging
- ▶ Development Requirements

The ODP should be read in conjunction with the attached technical reports.

The terms used in this ODP have the respective meanings given to them by TPS7. Where there is any inconsistency between this Structure Plan and TPS7, TPS7 prevails.

BACKGROUND TO ANSIA

Considerable planning has been undertaken by both local and State government in establishing the ANSIA and facilitating the further development of the LNG industry within the locality.

The ANSIA was commissioned by the Stage Government in 2009 to promote regional development and provide opportunities to utilise domestic sources of gas. In 2010 the Shire of Ashburton initiated Amendment No. 9 to formalise the location of the ANSIA and establish a "Special Control Area". A Structure Plan encompassing the entire ANSIA was then adopted by the Shire and endorsed by the WAPC. The Structure Plan provides for the staging timeframe and general development requirements within the stages of the ANSIA.

The ODP has been prepared in accordance with the requirements of the Structure Plan and having consideration to the previous work in developing the greater ANSIA.

VISION

'To create a functional General Industrial Estate to support existing and proposed Strategic Industry in Onslow and the ANSIA; to provide opportunities for industrial development and business in Onslow; to be complimentary to Onslow's Light Industrial Area; and to provide diversity and innovation in the delivery of lots in the areas of lot size, lot flexibility, tenure and servicing'.

OBJECTIVES

- ▶ To establish a General Industrial Area that provides an appropriate location to accommodate support services to the ANSIA which will help foster economic growth of the region and the State, whilst minimising the impact on Onslow;
- ▶ To develop a functional, flexible and efficient GIA which efficiently uses land, servicing and resources;
- ▶ To ensure the development responds to market demand and the context of the site within the ANSIA;
- ▶ To enable land to be delivered to market at the earliest opportunity, whilst minimising expenditure on temporary works where possible;
- ▶ To assist in the delivery of social and economic benefits to the town of Onslow and the surrounding region;
- ▶ To provide future proponents with clear direction for their proposed development within the GIA; and
- ▶ To establish a Development Plan that can be used as a marketing tool for the ANSIA project, by the State, both in direct discussions with potential proponents and in consultation with the community.

Site and Context

LOCATIONAL CONTEXT

The GIA is located to the east of LNG plants, areas set aside for future industrial development and transient workforce accommodation. Further from the site the surrounding land uses include Onslow Salt, Old Onslow Townsite and Cemetery, Onslow Industrial Area, and land reserved 'Conservation, Recreation and Natural Landscapes'.

TENURE

The land tenure is currently Crown land under pastoral lease. The subject land will be excised out of Crown Lot 152 to become freehold land owned by LandCorp. In the initial stages of development, land tenure will be under a leasehold arrangement with transfer to freehold title possible in the future, dependent upon infrastructure servicing.

The land is subject to Native Title clearance which is currently being resolved between RDL, DPC, LandCorp and the Traditional Owners.

STATE PLANNING CONTEXT

State Planning Strategy

The Structure Plan complies with the State Planning Strategy in facilitating regional development.

State Planning Policies

The Structure Plan complies with the following relevant State Planning Policies (SPP's):

- ▶ SPP 2 – Environment and Natural Resources: The ODP proposes the development of land identified in the Development Plan only, for industrial purposes. All development is contained to the site area and any offsite environmental or heritage impacts will be managed or avoided.
- ▶ SPP2.6 – State Coastal Planning Policy: The ODP addresses flood and tidal surge issues in establishing finished development levels.
- ▶ SPP 2.9 – Water Resources: The ODP seeks to protect and retain natural waterways and addresses water quality and quantity.
- ▶ SPP 3.4 – Natural Hazards and Disasters: The ODP addresses matters of flooding and fire.
- ▶ SPP 4.1 – State Industrial Buffer Policy: The ODP takes into consideration the industrial buffer requirements in providing for existing industrial activities and future land use on the subject site.

The ODP is consistent with, and has been prepared in accordance with the provisions of the SPP's.

Development Control Policies

The Structure Plan complies with or varies from the following relevant Development Control Policies (DCP's):

- ▶ DCP 1.1 – Subdivision of Land – General Principles: The subdivision and development of the site will be in accordance with the ODP, consistent with principles of comprehensive, orderly and proper planning.
- ▶ DCP 1.7 – General Road Planning: Road construction and upgrading will be undertaken in accordance with Policy requirements.
- ▶ DCP4.1 – Industrial Subdivision: The design, lot configuration and road layout of the ODP complies with DCP4.1, however, servicing provision is not consistent with the Policy. Servicing issues are addressed in the ODP and in the attached technical documents.
- ▶ DCP4.2 – Planning for Hazards and Safety: Development on the site will have regard to the requirements of the Policy with particular reference to existing hazardous land uses within the wider ANSIA.

The ODP is consistent with and, has been prepared in accordance with the provisions of the DCP's, other than in the case of infrastructure servicing provision.

TPS7 Context

The ANSIA is subject to the Shire of Ashburton Town Planning Scheme No.7. Clause 7.9 requires compliance with Appendix 11 of the Scheme which requires a Structure Plan to be prepared – this has now been adopted.

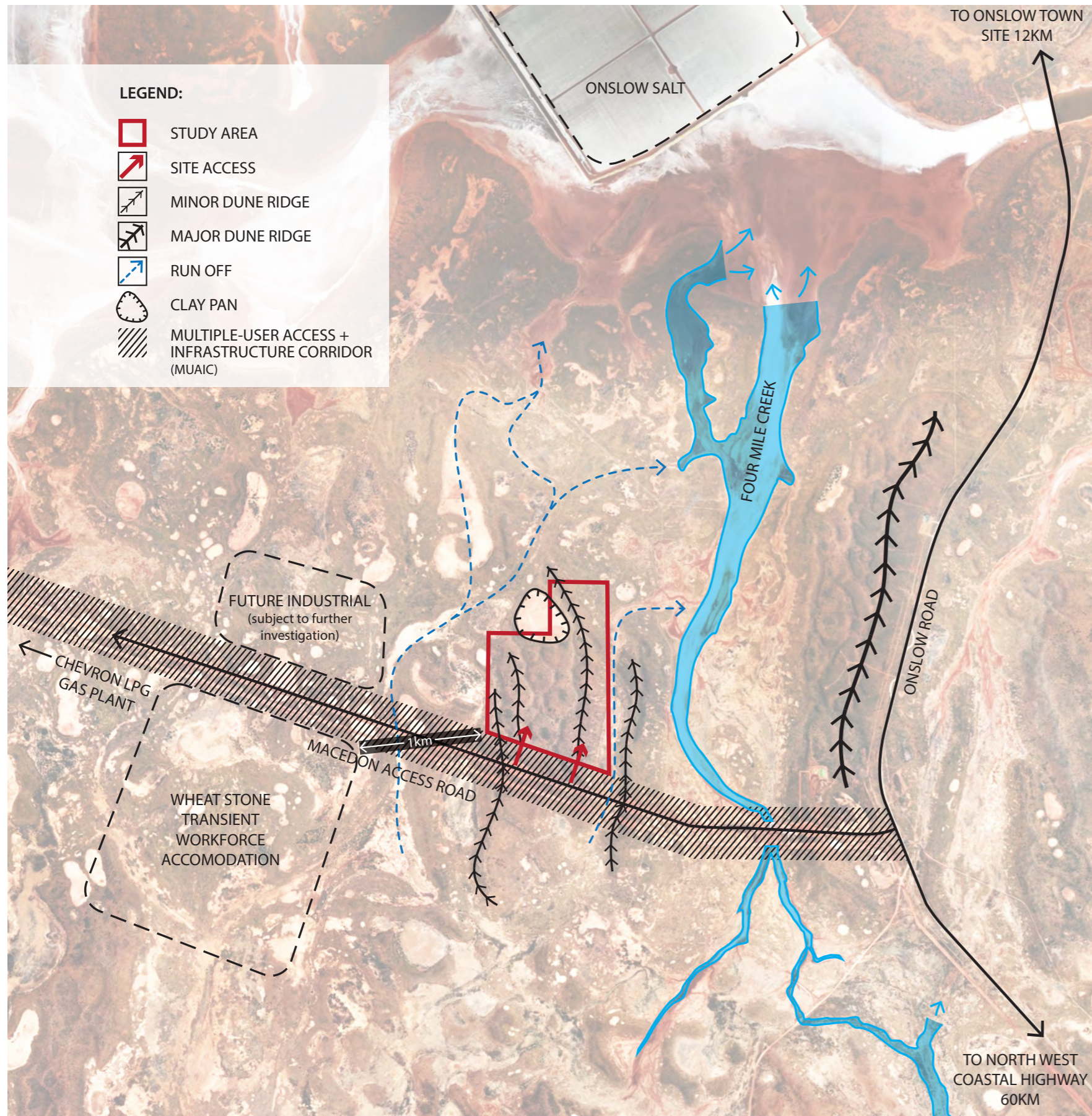


Figure 1 - Context Plan

CONTEXT ANALYSIS

Natural Environment

- ▶ **Landform** - The site comprises low shrub, grassland and acacia bush with elevations ranging from RL3.0m AHD towards the eastern and western extents of the site and RL12.0m AHD through the dune ridges which run in a north-south direction through the centre of the site.
- ▶ **Hydrology** - Predominantly external to the site are periodically inundated claypans and two waterways, located to the east and west of the site, which carry water largely during the wet season. Groundwater varies from 0.5m-1.5m annually. The quality of water leaving the site will be appropriately managed to ensure no adverse effects on Onslow Salt, located downstream of the subject site.
- ▶ **Flora & Fauna** - The site is predominantly pastoral with areas of native vegetation evident. A level 2 Flora and Fauna investigation has been undertaken by ENV as part of the overarching Structure Plan process. It was noted that the study area consisted of three main fauna habitat types being Samphire, shrubland of Acacia species over hummock grassland, and claypan. These habitats are considered to be of moderate value. The Samphire wetland is seasonally likely to host a range of resident and visiting waterbirds and shorebirds, the shrubland is rich in reptiles and the claypan habitat provides drinking opportunities for birds especially abundant granivorous species such as finches and parrots.

Physical Context

- ▶ **Access** - The site is accessed directly from the Macedon Access Road from Onslow Road via the North West Coastal Highway. The Multi User Access and Infrastructure Corridor (MUAIC) is located over the Macedon Access Road and extends to the boundary of the developable portion of the site. During its consideration of the Development Plan, MRWA supported a maximum of two access points to the Macedon Access Road from the GIA.
- ▶ **Infrastructure Servicing** - Infrastructure is currently operating at capacity in Onslow and there is no potential to connect services for the GIA to the Onslow townsite. Currently, other than road access, no other infrastructure is available to service the GIA development.

- ▶ **Hydrology** - The ANSIA is subject to periodic and widespread freshwater flooding, and breakout flows from the Ashburton River, as well as tidal inundation and storm surge from cyclonic activity in the region. Avoidance and mitigation of known flooding issues were taken into account in the site selection and design of the GIA area when the Structure Plan was prepared
- ▶ **Buffers** - The GIA is located approximately 1km from the Wheatstone Transient Workforce Accommodation. The GIA will not accommodate any noxious or hazardous industries, and given the separation distance, no buffer or setback issues exist.
- ▶ **Fire** - The development site is surrounded by areas of low vegetation and initial advice from a Fire Management Consultant has informed the preparation of the ODP.

OPPORTUNITIES








1. Co-location with ANSIA LPG gas hub activities - GIA will provide support services for industry
2. Complimentary to light industrial area currently existing (and new area proposed) within the Onslow Townsite
3. Reduced transportation distances and costs within ANSIA
4. Suitable access to road network
5. Access to be ultimately provided to shared services corridor

CONSTRAINTS

1. Flooding Issues within ANSIA - can be managed in accordance with BG&E Flood Study recommendations
2. Servicing and Infrastructure limitations - on-site infrastructure will be required in the short - medium term until reticulated services become available
3. Topography resulting in significant earthworks and excess fill
4. Portion of claypan located on site may require soil amendment in later stages
5. Fire risk to be managed with appropriate mechanisms and in accordance with a Fire Management Plan

The Context Plan outlines opportunities and constraints and comprises Figure 1.

LEGEND:

-  STRUCTURE PLAN BOUNDARY
-  GENERAL INDUSTRIAL
-  DRAINAGE
-  MULTI-USER ACCESS AND INFRASTRUCTURE CORRIDOR
-  EXISTING CADASTRE
-  PRIMARY ACCESS ROAD
-  OPTIONAL LOCATIONS FOR SERVICE CENTRE SITE

NOTES:
ALL ROAD RESERVE WIDTHS INDICATIVE ONLY

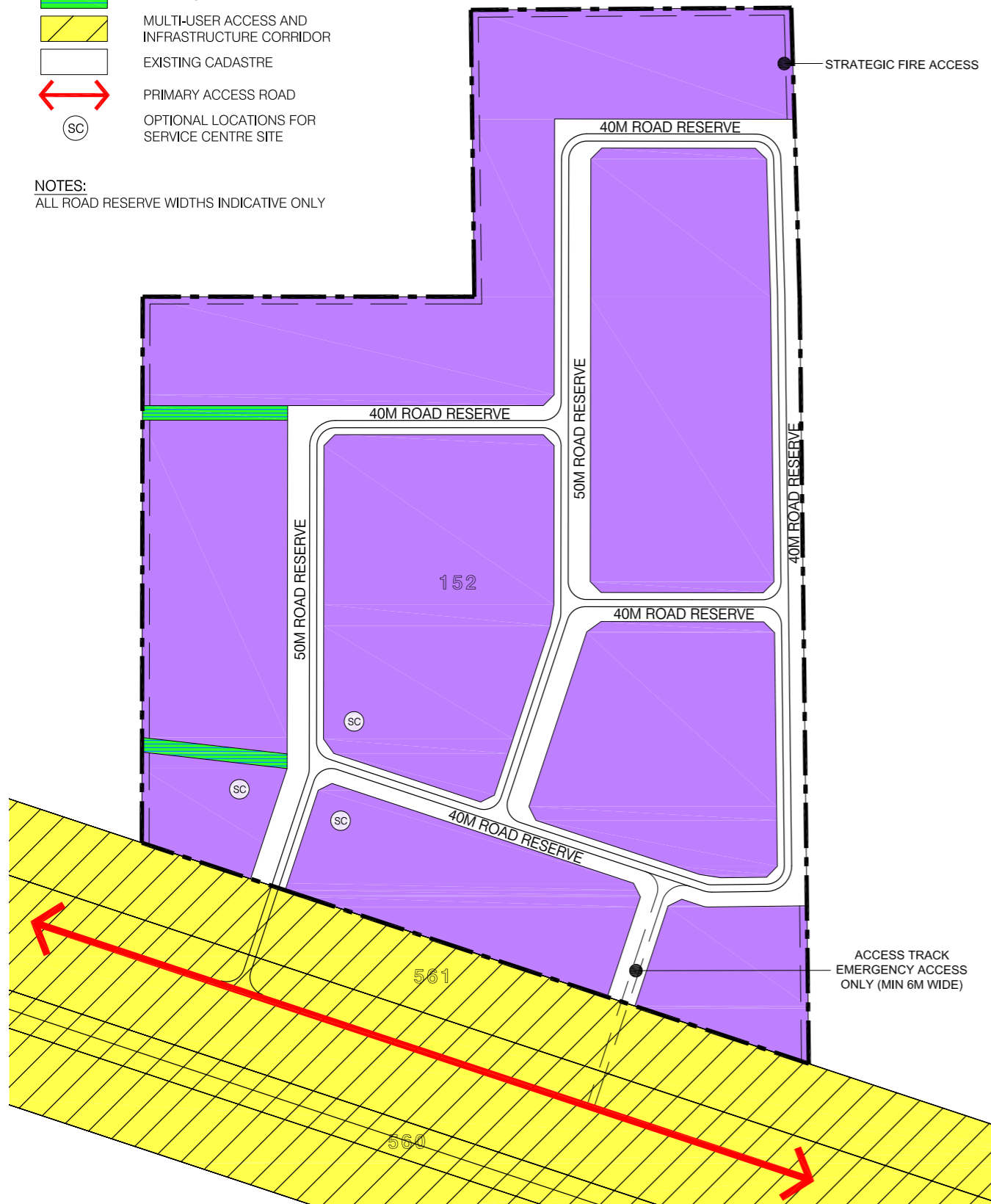


Figure 2 - Outline Development Plan

Outline Development Plan

The Outline Development Plan is depicted in *Figure 2*.

PREFERRED LAND USES

Land uses within the GIA are expected to consist primarily of construction services, transport logistics and mobile equipment rental and supply. Supplementary activities such as marine engineering, road maintenance and repairs and laydown areas are expected to occur in association with those activities being developed in the wider ANSIA. Initial marketing advice undertaken by LandCorp has informed the preparation of the ODP and the nature of the lots proposed.

Land use within the GIA is to be consistent with TPS 7 and the Development Plan. Accordingly the following uses are preferred within the GIA:

- ▶ Storage Facility/depot/laydown
- ▶ Hire Service (Industry)
- ▶ Industry – General / Resource Processing / Rural /Service*
- ▶ Motor Vehicle and Marine – Repair / Sales Hire / Wrecking
- ▶ Motor Vehicle and Marine Service Station
- ▶ Showroom / Outdoor Display
- ▶ Warehouse
- ▶ Infrastructure and Public Utilities

* The intention for the subject land is for general industrial purposes which require larger laydown areas, and proximity to the ANSIA area. Light industrial land uses are not encouraged and should be located within existing and proposed light industrial areas within the Onslow townsite.

No residential land uses of any type (temporary, permanent, caretakers) will be permitted within the GIA.

Noxious or heavy industries involving chemicals or other products which may cause downstream pollution are not permitted unless the risk can be demonstrated to be appropriately managed.

The ODP identifies appropriate locations for a service station (petrol filling station or the like) within the GIA, located to provide maximum commercial exposure and most effective vehicular access. Should an alternative site be selected by a proponent, sufficient justification will need to be provided to the satisfaction of the Shire.

Lot Sizes

Lot sizes should be consistent with those set out in TPS7. In considering the future subdivision of general industrial lots, the Shire shall be mindful of the need to accommodate manoeuvring of triple road trains on each site, and the Vision and Objectives for the GIA set out in the ODP.

Design Response

Overview of Layout – The ODP design provides for a flexible design which enables:

- ▶ Development to occur in a variety of stages
- ▶ A flexible superlot design to enable lots to be created to respond to market demand;
- ▶ A high level of accessibility to lots and the ability to accommodate triple road trains within individual lots
- ▶ An efficient layout which allows for roads to be generally located centrally to the development, providing minimal single sided roads
- ▶ Suitable access and egress via a single access point to Macedon Access Road, with a secondary access point for emergency purposes only
- ▶ A suitable design to accommodate drainage requirements during peak storm flows;

Road Layout/Access – The road layout has been designed to provide for flexibility in the provision of the superlots and future development lots (post subdivision). The road layout accommodates triple road trains and is to be sufficiently designed and constructed to accommodate the traffic movements associated with the anticipated land uses. The layout provides for safe and efficient movement to and from lots, around the subject site and to and from the external road network.

Access is to be via a single constructed intersection with Onslow Road, with a secondary access to the east provided for emergency purposes only. Intersection location and design will comply with MRWA requirements. Traffic levels and access to the site are consistent with the Ashburton North Strategic Industrial Area Traffic Impacts and Road Network Review report (November 2011).

Temporary turning circles will be constructed at the termination of constructed roads until the balance of the road network is constructed. Roads will be constructed and sealed in accordance with Shire of Ashburton requirements.

Drainage –

Water quality will be managed through the use of ‘Best Management Practices’ which promote the disposal of runoff via water quality control facilities (including vegetated swales, weir structures) and implementation of non structural source controls.

DoW has advised that a formal UWMP is not required, instead, a report detailing stormwater drainage catchments and management will be required. A LWMP has been prepared by BG&E and approved by DoW during the Scheme Amendment process.

Stormwater will not be expected to be contained on site, but management of velocity upon discharge to manage erosion and sediment will be required, largely through multi-use drainage corridors shown on the ODP. Finished lots will have a grade of approximately 0.4-0.8% across the lot such that stormwater is conveyed into roadside swales prior to discharge into watercourses via treatment trains.

Drainage corridors will be managed by LandCorp during the period of leasehold tenure. Should the land achieve freehold subdivision, the drainage corridors will be transferred in an agreed, appropriate condition to the Shire of Ashburton.

Servicing – Currently the subdivision is unable to be serviced by reticulated infrastructure. Negotiation with Water Corporation and Horizon Power will occur once a subdivision reference number is available with the longer term intent to fully service the development and convert the leasehold to freehold titles.

Interim land tenure via a leasehold arrangement will require each individual proponent to provide on site services in accordance with requirements established by LandCorp under a lease document. This will include individual water supply for potable and industry purposes, effluent disposal, stormwater disposal and power supply.

Provision for future reticulated services has been made within road reserves to accommodate possible future provision. Solar street lighting will be provided by LandCorp. Telecommunications is likely to be able to be provided to the development in the initial stages.

Road pavements will be managed and maintained by LandCorp during leasehold tenure of the land. Should freehold subdivision occur, the roads will be handed over at an appropriate agreed standard to the Shire of Ashburton.

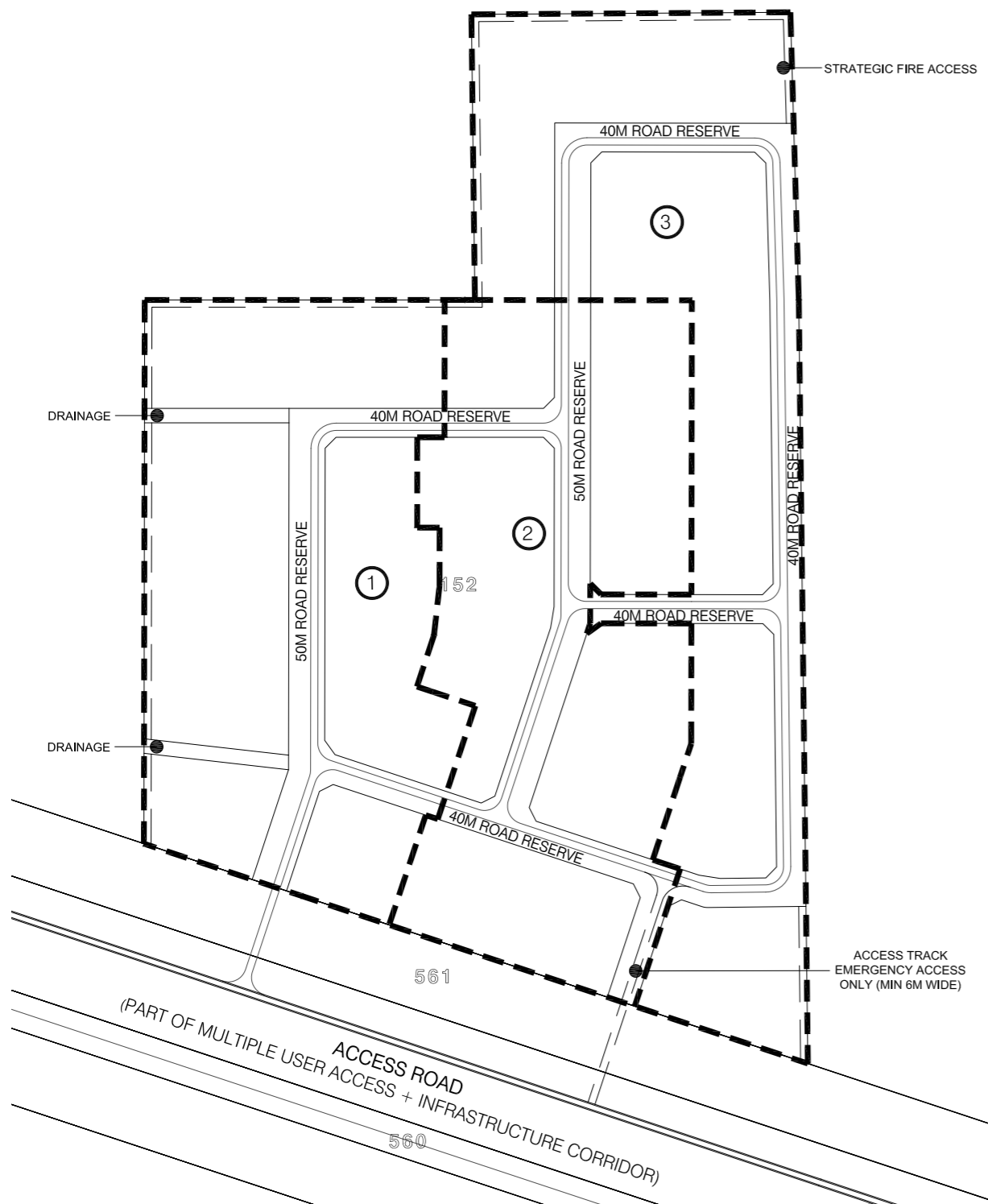


Figure 3 - Indicative Staging

Fire Management – Fire is a risk within the ANSIA and will be managed in accordance with a Fire Management Plan (FMP) to be prepared prior to occupation of development on any of the lots. The FMP will form part of the lease documents prepared by LandCorp.

The ODP contains the following fire management provisions:

- ▶ Emergency access track in the eastern portion of the landholding providing emergency access to the Macedon Access Road – not available to general vehicle traffic, unless in the case of an emergency (fire or incident) and be a minimum 6m pavement;
- ▶ A Fire Management Plan will be prepared to satisfy an anticipated condition of subdivision approval and to form part of the lease documents by LandCorp
- ▶ Provision of strategic fire access located along the interface between the adjacent undeveloped land and developed lots with a trafficable surface a minimum of 6m wide with gates and turnaround areas provided – these will be provided adjacent to the earthwork batters and drainage areas at the rear boundaries of the properties.
- ▶ Low bushfire loads will result from the complete earthworking of the site;
- ▶ A static firefighting water supply for bushfire control may be required, possibly based on water tanks with fire couplings.

Built Form - Built form associated with the ultimate development of the GIA is to be controlled through the preparation of simple design guidelines specific to the site. The design guidelines will include guidance on aspects such as setbacks, building orientation, landscaping, access and car parking. Given the nature of development will predominantly be laydown areas and simple structures, these guidelines will be brief and minimal in nature.

Buffers – There are no specific buffer distances applicable to the development of general industrial areas within the GIA. Buffers for all activities permitted by the structure plan are in accordance with the requirements of the EPA Guidance Statement No. 3. All proposals shall demonstrate compliance with any buffer requirements.

Ecological Industrial Development – The design and layout of the ODP seeks to optimise the future planning and resource efficiencies within the wider ANSIA by providing a GIA in close proximity, which can provide support services and facilities for other ANSIA activities. The type and location of activities to be established within the GIA is consistent with the Industrial Ecology Strategy.

Laydown – The western GIA does not specifically provide for laydown areas due to substantial provision of these areas on alternative sites within the ANSIA. Lots have been appropriately sized in order to provide for laydown on individual sites if required by users. All lots can accommodate triple road train turnarounds within the boundaries of each lot, or on corner lots accessing both adjoining streets.

Earthworks – The landholding will be entirely earthworked, generally within the stages identified in the staging plan (refer Figure 4), with batters terminating at the boundaries of the property and not encroaching beyond these boundaries. Given the undulation of the site, substantial earthworks will be required to enable the land to be developed for industrial purposes.

Implementation And Staging

The subject site is proposed to be subdivided in 3 stages – Stage 1 is expected to provide sufficient supply to at least 2015, according to initial market advice received by LandCorp. Subsequent stages will be developed subject to market demand. Temporary turning circles capable of accommodating triple road trains will be provided at the termination of constructed roads, until such time as the road network is completed.

Development Requirements

- ▶ All development and use of land within the GIA shall be in accordance with the ODP, the ANSIA Development Plan and TPS 7.
- ▶ All applications for planning approval within the GIA shall be accompanied by information required under Clause 7.9, Appendix 5 and Appendix 11 of TPS7, the ANSIA Structure Plan, Development Plan, and the ODP including the following:
 - ▶ Clearance under s38 of the Environmental Protection Act 1986;
 - ▶ Fire Management Plan;
 - ▶ Emergency Management Plan;
 - ▶ Dust Management Plan;
 - ▶ Mosquito Management Plan;
 - ▶ Any other information considered necessary by the Shire or any referral agency.

Further to the above, clearance from the following key agencies shall accompany any development application within the GIA:

- ▶ Department of State Development
- ▶ LandCorp
- ▶ Department of Mines and Petroleum
- ▶ EPA.
- ▶ Department of Indigenous Affairs.
- ▶ Department of Water.
- ▶ Main Road WA.
- ▶ Heritage Council of WA.
- ▶ FESA; and
- ▶ Any other agency the Shire deems appropriate

PS. TP. 7.10

1215066

SHIRE OF ASHBURTON

ABN 45 503 070 070

and

CHEVRON AUSTRALIA PTY LTD

ABN 29 086 197 757

CHEVRON AUSTRALIA

WORKFORCE MANAGEMENT DEED

CHEVRON AUSTRALIA WORKFORCE MANAGEMENT DEED**PARTIES:**

1. **Shire of Ashburton ABN 45 503 070 070 ("Shire")** of Lot 246, Poincianna Street, Tom Price, Western Australia.
2. **Chevron Australia Pty Ltd ABN 29 086 197 757 ("Chevron")** of Level 24, 250 St George's Terrace, Perth, Western Australia

RECITALS

1. Chevron has applied for planning approvals in connection with their Wheatstone Project.
2. The Wheatstone Project is sited within the Ashburton North Strategic Industrial Area ('ANSIA') as identified in the Shire of Ashburton Local Planning Scheme No. 7 ('Scheme').
3. An ANSIA Structure Plan was adopted by the Shire on 5 October 2011.
4. The ANSIA Structure Plan was endorsed by the Western Australian Planning Commission ('WAPC') on 25 October 2011.
5. Within the ANSIA Structure Plan, the Wheatstone Project is included in Stage 1A.
6. Condition No. 22 of the ANSIA Structure Plan states:

"Housing of Employees, Contractors, Subcontractors and Itinerant Workers

Proponents within the ANSIA will be totally responsible for housing their own direct construction employees, along with their contractors, subcontractors and authorised visitors who have direct involvement with their respective proposals. This will be addressed and demonstrated in Development Plan(s) and in a Workforce Management Plan (WMP). A condition of any Planning Approval(s) will require that prior to the commencement of development the proponent will enter into binding legal agreements to enforce the above restrictions."

7. Condition No. 23 of the ANSIA Structure Plan states:

"Transient Workforce Accommodation (TWA)

TWA is for construction workers only. All operational workforces shall not reside in the ANSIA. The construction workforce associated with the TWA includes those that may be contracted as part of the construction workforce, along with casual workers that may be associated with contractors but not directly with the proponent.

Specifically, the following applies to the following stages: Stage 1A (Wheatstone TWA)

The TWA will cater for all construction workers (including contractors) associated with the development of Stage 1A. In this regard, the Development Plan/s will define the practical arrangements for the limitation of those persons employed and indirectly employed by the proponent to be permitted in Onslow at any one time. This will include (but not limited to) preparation of a WMP that addresses the impact of the overall development on Onslow (in particular on services and accommodation) and implements appropriate contributions. Means to achieve this will be demonstrated in the Development Plan(s). At the Planning Approval stage, the Shire and proponent/s will enter into binding legal agreements to enforce the above restrictions."

8. The parties have entered into this deed to satisfy Condition 7 of the Wheatstone Development Plan endorsed by the Council of the Shire of Ashburton on 20 June 2012.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed unless the context otherwise requires:

"Wheatstone Accommodation Camp Lease" means lease between LandCorp and Chevron dated 8 September 2012 for the purpose of the Wheatstone Project over Lot 1577 on Deposited Plan 72843.

"Wheatstone Development Plan" means the Wheatstone Development Plan endorsed by the Council of the Shire of Ashburton on 20 June 2012.

"Wheatstone Project" means the liquefied natural gas and domestic gas project to be constructed and operated by Chevron within the Ashburton North Strategic Industrial Area, near Onslow, Western Australia.

"Wheatstone Project Construction Workforce Management Plan" means the Workforce Management Plan attached as Schedule 1, as may be amended by agreement between the parties in writing from time to time.

1.2 Interpretation

In this deed, including the recitals, unless the context otherwise requires:

- (1) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision relocated for, and any regulations or other statutory instrument issued under, that legislation or legislative provision;
- (2) the singular includes the plural and vice versa;
- (3) a word denoting an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government and vice versa;

- (4) a word denoting any gender includes all genders;
- (5) a reference to a recital, clause or schedule is to a recital, clause (including a sub-clause, paragraph and sub-paragraph) or schedule of this deed;
- (6) a reference to any deed, agreement or document is to that deed, agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (7) a reference to any party, includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (8) unless otherwise stated, all monetary amounts referred to in this deed are in Australian currency;
- (9) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively, and to each of them individually; and
- (10) the word "includes" in any form is not a word of limitation.

2. COMPLIANCE WITH PLANNING APPROVALS

- (1) In accordance with Condition 7 of Wheatstone Development Plan, Chevron agrees that the Wheatstone Project transient workforce accommodation the subject of the Wheatstone Accommodation Camp Lease will:
 - (a) be used for the housing of construction employees, along with their contractors, subcontractors and authorised visitors who have direct involvement with the construction of the Wheatstone Project; and
 - (b) only be used for the housing of the Wheatstone Project construction workforce.
- (2) The parties agree that the Workforce Management Plan outlines (amongst other things) the arrangements to be put in place by Chevron to use its best endeavours to limit those persons employed directly and indirectly by Chevron in Onslow and Old Onslow at any time and satisfies Condition 7 of Wheatstone Development Plan;
- (3) The parties agree that the Workforce Management Plan satisfies Condition 7 of the Wheatstone Development Plan. Chevron agrees to implement and comply with the Workforce Management Plan.
- (4) This deed expires upon the receipt by the Shire of written advice from Chevron that the Wheatstone Project comprising a two (2) train LNG plant and domestic gas plant has been commissioned for operational purposes or as may be otherwise mutually agreed in writing by the parties.

3. GENERAL

3.1 Entire agreement

This deed contains the entire agreement between the parties as to the subject matter of this deed and supersedes all prior representations or proposals by any party to another, and all prior agreements between the parties, in connection with that subject matter.

3.2 Further assurances

Each party must do or cause to be done all things, and sign all such further documents, as are necessary or desirable to give effect to this deed and the intentions of the parties evidenced in this deed and, except as permitted by this deed, must refrain from doing anything which might hinder performance by the other party of its obligations, or the obtaining of benefits, under this deed.

3.3 Amendments

This deed may not be modified, amended or otherwise varied except by a deed signed by or on behalf of each of the parties.

3.4 Governing law

This deed will be governed and construed in accordance with the law of Western Australia and the parties hereby submit themselves to the exclusive jurisdiction of the courts of Western Australia in relation to all matters concerning the operation and interpretation of this deed.

3.5 Counterparts and execution

This deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

3.6 Planning Approvals

If any provision of this deed is inconsistent with a planning approval granted over land on which the Wheatstone Project is situated, or inconsistent with a provision of the Shire's planning scheme, this deed has no effect to the extent of the inconsistency.

3.7 Consequential Loss

Neither of the Shire nor Chevron shall be liable to the other in an action initiated against by one of them against the other for loss of profit, business interruption, loss of business opportunity, special, whether direct or indirect or consequential, damages arising from or arising out of this deed, howsoever caused, including negligence.

3.8 Notices

(1) For the purposes of this deed any communications to be made between the Shire and Chevron shall be in writing and shall be sufficiently made if sent by pre-paid registered mail or recorded delivery, facsimile transmission or by delivering the same by hand to the address of the Party detailed below.

- (2) Subject to clause 3.8(1), notices shall be deemed to have been received in accordance with the following:
- (i) if delivered by hand - at the time of delivery;
 - (ii) if delivered by facsimile transmission, at the date shown on the transmission confirmation report; and
 - (iii) if sent by pre-paid registered mail or recorded delivery--on the date of receipt.
- (3) If the time of such deemed receipt is after 5.00pm on any business day at the place of receipt, or occurs on any day which is not a business day, notice shall be deemed to have been received at 10.00 am on the first business day thereafter.
- (4) The addresses to which communications shall be sent shall be as follows:

Shire of Ashburton
Lot 246, Poincianna Street,
Tom Price, Western Australia, 6751.
Phone: 9188 4444 Fax: 9189 2252
Attn: Chief Executive Officer

Chevron Australia Pty Ltd
QV1 Building, 250 St Georges Terrace
Perth, Western Australia, 6000
Phone: 9216 4000 Fax: 9216 4444
Attn: General Manager Wheatstone

EXECUTED BY Shire of Ashburton)
)
ABN 45 503 070 070 in accordance with the)
condition 7 of the Wheatstone Development)
Plan and the Common Seal of the Shire of)
Ashburton was hereunto affixed by the)
authority of:

J Breen
.....
J Breen
Chief Executive Officer



K White
.....
K White
Shire President
429

Date: *20.6.2012*

EXECUTED BY Chevron Australia Pty Ltd)
)
ABN 29 086 197 757 in accordance with)
section 127(1) of the Corporations Act 2001)
(Cth):

Marcia H Decker
.....
Director *Marcia H. Decker*

Eric S Dunning
.....
Director **Eric S. Dunning**

Date: *19 June 2012*

SCHEDULE 1

WHEATSTONE PROJECT CONSTRUCTION WORKFORCE MANAGEMENT PLAN





Wheatstone Project

Construction Workforce Management Plan

1	8-June-2012	Issued for Use				IYUL	PTGW	DESN
0	27-Apr-2012	Issued for Use				IYUL	PTGW	DESN
REV	DATE	DESCRIPTION				ORIG	CHK	APPR
IP Security	<input checked="" type="checkbox"/> Public	Total number of Pages (including Cover sheet):					9	
For Contractor Documents	Contract No		Contractor Document No				Contractor Rev.	
COMPANY DOCUMENT CONTROL NO.	Project	Area	Discipline	Type	Originator	Package	Sequence-Sht	Revision
	WS0	0000	CNS	PLN	CVX	000	00001-000	1

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1.0 INTRODUCTION AND PURPOSE

In 2008, the State Government, in response to recent substantial gas discoveries off the Western Australian coast near Onslow, determined that a new hydrocarbon processing precinct should be established to derive maximum benefit from the resource. In December 2008, the Premier announced that:

"...a new Strategic Industrial Area would be created at Ashburton North, 10 km south-west of Onslow. This would provide the opportunity to establish processing facilities for the commercialisation of recent and expected future gas discoveries".

In February 2010, the Shire of Ashburton took the final step in formalising the location of the Ashburton North Strategic Industrial Area (ANSIA) by initiating Amendment 9 to the Shire of Ashburton Local Planning Scheme No. 7 (LPS7) to classify the designated area as a 'Special Control Area' (SCA) and thereby establishing clear criteria to progress Scheme Amendments and development proposals. Amendment No. 9 was gazetted on 21 December 2010 and includes the criteria associated with determining any development requirements at the ANSIA.

Importantly, Amendment No. 9 included direct reference to ensuring that development at the ANSIA minimises or offsets impacts on local infrastructure, economic and community development and that suitable short and long term workers accommodation is addressed.

Amendment No. 10 was gazetted on 22 November 2011 and which rezoned land at the ANSIA specifically for the Wheatstone LNG/Domestic gas plant, infrastructure corridor and transient workforce accommodation site. Specific provisions of Amendment No. 10 limited workforce accommodation to being for construction purposes only.

Concurrent with Amendment No 10 was the ANSIA Structure Plan (adopted by the Shire on 5 October 2011) which with respect to transient workforce accommodation, included the following conditions:

"Housing of Employees, Contractors, Subcontractors and Itinerant Workers

Proponents within the ANSIA will be totally responsible for housing their own direct construction employees, along with their contractors, subcontractors and authorised visitors who have direct involvement with their respective proposals. This will be addressed and demonstrated in Development Plan(s) and in a Workforce Management Plan (WMP). A condition of any Planning Approval(s) will require that prior to the commencement of development the proponent will enter into binding legal agreements to enforce the above restrictions.

Transient Workforce Accommodation (TWA)

TWA is for construction workers only. All operational workforces shall not reside in the ANSIA. The construction workforce associated with the TWA includes those that may be contracted as part of the construction workforce, along with casual workers that may be associated with contractors but not directly with the proponent.

Specifically, the following applies to the following stages:

Stage 1A (Wheatstone TWA)

The TWA will cater for all construction workers (including contractors) associated with the development of Stage 1A. In this regard, the Development Plan/s will define the practical

arrangements for the limitation of those persons employed and indirectly employed by the proponent to be permitted in Onslow at any one time. This will include (but not limited to) preparation of a WMP that addresses the impact of the overall development on Onslow (in particular on services and accommodation) and implements appropriate contributions. Means to achieve this will be demonstrated in the Development Plan(s). At the Planning Approval stage, the Shire and proponent/s will enter into binding legal agreements to enforce the above restrictions."

In accordance with LPS7 and the ANSIA Structure Plan, Chevron has prepared the Wheatstone Development Plan that addresses:

- ◆ Shared facilities – Common Use land and infrastructure corridors
- ◆ Wheatstone LNG and Domestic Gas facilities; and
- ◆ Accommodation for the construction workforce reflected in a Workforce Management Plan (WMP).

The primary purpose of this WMP is to define the obligations of Chevron as the proponent of the Wheatstone LNG and Domestic Gas development ('Wheatstone project') whereby it will accommodate all workers under its control (including the direct workforce, contractors, sub-contractors and authorised visitors who have direct involvement with the Wheatstone development) and define measures that will minimise the impact of the Wheatstone project during its construction phase on the Onslow community, ANSIA and surrounding areas.

To enforce the WMP an agreement between the Shire and Chevron will be undertaken concurrent to the Council of the Shire of Ashburton endorsing the Wheatstone Development Plan. Prior to the approval of any development and/or any subdivision, the Chevron will demonstrate how the development reflects the housing requirements of the WMP.

2.0 CHEVRON'S COMMITMENTS

As required by the ANSIA Structure Plan, Chevron as the proponent for the Wheatstone project acknowledges that it is totally responsible for housing its own direct construction employees, along with its contractors, subcontractors and authorised visitors who have direct involvement with the Wheatstone project.

Accordingly, Chevron commits to:

- ◆ providing accommodation for direct construction employees, along with their contractors, subcontractors and authorised visitors directly associated with the Wheatstone project;
- ◆ ensuring that the transient workforce accommodation site at the ANSIA will for the duration of the construction period of the Wheatstone project, be the site that Chevron will seek to house construction employees, along with their contractors, subcontractors and authorised visitors;
- ◆ only seeking to house construction employees, contractors, subcontractors and authorised visitors within the Onslow townsite as a last resort and while establishing Transient Workforce Accommodation (TWA) at the ANSIA;
- ◆ only using accommodation that has been provided with the requisite planning, building and health approvals;
- ◆ ensuring that there is the capability to accommodate for more than 5,000 people (should additional beds be required) in the transient workforce accommodation site at the ANSIA;
- ◆ ensuring that construction employees, contractors, subcontractors and authorised visitors are all:
 - ◆ provided with information clearly advising that Chevron will make accommodation available for them and the means by which they can book such accommodation;
 - ◆ discouraged from seeking accommodation with in the Onslow townsite; and
- ◆ ensuring that in any application for planning approval required under the Scheme, Chevron will demonstrate to the requirements of the Shire how the particular development reflects the housing requirements of the WMP.

Concurrent with this WMP, Chevron will enter into a binding legal agreement with the Shire to enforce the above housing arrangements.

3.0 ACCOMMODATION PHASES

Construction of the Wheatstone Project will be undertaken over an estimated 5 year period. A number of planning applications will be submitted to seek approval to construct a two (2) train Wheatstone LNG plant, Domestic gas plant, TWA site and ancillary use and development at the ANSIA. The timing to commence and complete the scopes of works within each of the planning applications is mainly driven by the availability of beds in the TWA at the ANSIA.

The following 'bed curve' details the estimated timing and availability of beds within the TWA in the ANSIA. The number of construction workers is guided by the availability of beds at the TWA.

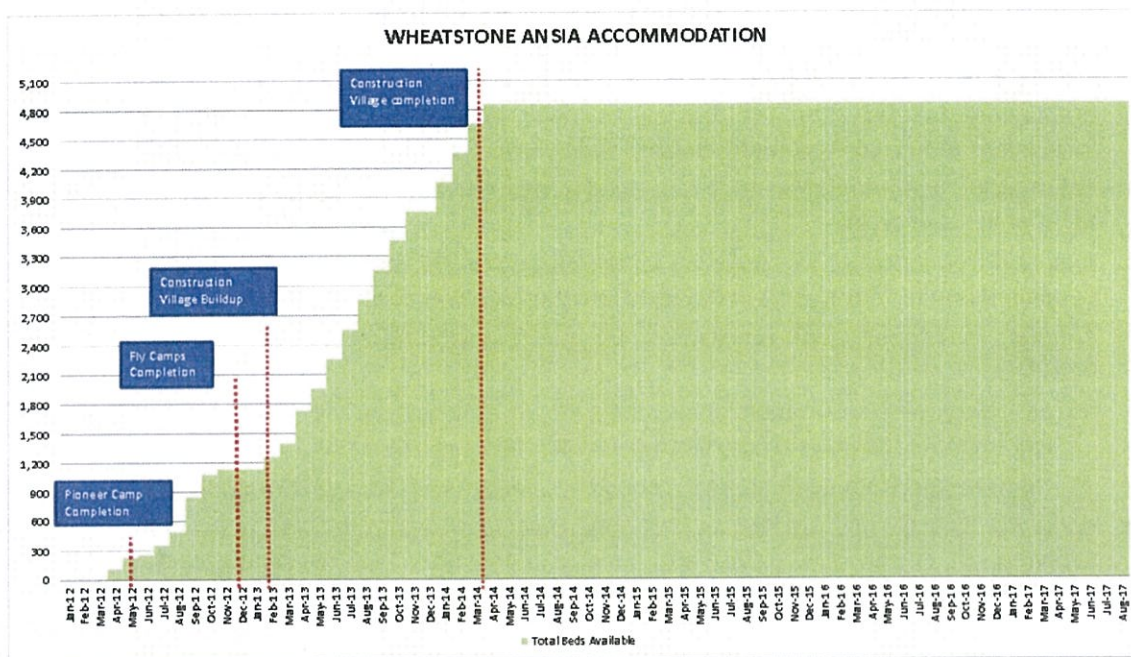


Figure 1: Wheatstone ANSIA TWA Bed Curve

To facilitate the early stages of construction, construction workers associated with the project will need to be housed in appropriate accommodation within the Onslow townsite and the surrounding areas. For this early stage, it will necessitate finding temporary transient workforce accommodation within the Onslow townsite and only occupy those establishments where the necessary planning, building and health approvals have been issued. Chevron will advise the Shire of where its choice of temporary Onslow accommodation is located to ensure that the necessary approvals have been issued. Chevron will not use accommodation that has not been provided with the necessary planning approval.

Priority is being given to delivery of accommodation in the Wheatstone TWA and as beds become available, Chevron commits that employees, contractors and subcontractors will move from temporary transient workforce accommodation within the Onslow township to the ANSIA, as appropriate. Chevron will consult with the Shire to the extent that accommodations within the Onslow township will be utilized after March 2013 (forecast date when the ANSIA TWA achieves 25% capacity).

As part of the Wheatstone project, Chevron has looked to engage existing local companies or employ local residents. Therefore, throughout the construction of the project a small percentage of the construction workforce may seek to be based in their normal residence within the Onslow township and not be located in transient workforce accommodations in Onslow or the ANSIA. Should local companies/contractors bring in additional workers to work directly on the Wheatstone project then Chevron commits to providing the option for these workers to reside at the ANSIA TWA.

4.0 CHEVRON'S CODES OF CONDUCT AND BEHAVIOR AND COMMUNITY LIAISON

Chevron acknowledges that it is responsible to establish appropriate codes of conduct and behaviour for its contractors, subcontractors and authorised visitors. In this regard, Chevron will undertake arrangements that will address:

- ◆ limiting individual access to Onslow;
- ◆ acceptable standards of behaviour whilst in Onslow;
- ◆ limiting access to the heritage registered area of Old Onslow;
- ◆ the means by which it will establish arrangements whereby private vehicles will not be encouraged;
- ◆ prohibiting the storage of personal boats and recreational vehicles; and
- ◆ measures to deal with misconduct associated with the above.

The following table outlines the actions that Chevron will undertake to address the above items:

**Table 1:
Actions managing acceptable behaviour**

Key Item	Action
Limiting individual access to Onslow	<ul style="list-style-type: none"> • Parking for private vehicles at the TWA will be limited to Wheatstone related vehicles only. • Dedicated limited bus service from the TWA to Onslow. • High quality accommodation, support facilities, and recreation facilities attracting people to stay at the camp • Staggered roster which reduces the number of off-duty workers at a given time. • Organized limited tours/activities to manage impact on Onslow
Acceptable standards of behaviour whilst in Onslow	<ul style="list-style-type: none"> • Introduction of a Community Interface Code of Conduct that is signed by all TWA workers • Acceptable behaviour standards detailed in Wheatstone site induction
Limiting access to the heritage registered area of Old Onslow	<ul style="list-style-type: none"> • Parking for private vehicles at the TWA will be limited to Wheatstone related vehicles only. • High quality accommodation, support facilities, and recreation facilities attracting people to stay at the camp • Importance of heritage area covered in Wheatstone site induction. • Organised tours to Old Onslow will be arranged if enough interest by the workforce. • Staggered roster which reduces the number of off-duty workers at a given time
Arrangements whereby private vehicles will not be encouraged	<ul style="list-style-type: none"> • Parking for private vehicles at the TWA will be limited to Wheatstone related vehicles only. • Primary transport to Onslow through Perth using

	Project provided air service provider
Prohibiting the storage of personal boats and recreational vehicles	<ul style="list-style-type: none"> Storage of personal boats and recreational vehicles will be prohibited in the TWA.
Measures to deal with misconduct	<ul style="list-style-type: none"> Depending on the level of misconduct the following: Disciplinary action by employer Removal of accommodation privileges resulting in individual being removed from site and transported to their home of usual place of residence. Termination of employment

By June 30 2012, through its Onslow community reference group, Chevron commit to establishing means by which:

- ◆ the community can reasonably identify those employees, contractors, subcontractors and authorised visitors working on the Wheatstone project whilst on duty;
- ◆ the community can report to Chevron, matters that it may conclude as inappropriate behavior by Chevron's employees, contractors, subcontractors and authorised visitors;
- ◆ Chevron will respond to any such complaints; and
- ◆ Chevron will publicise the complaint arrangements and procedures to the community.

The following table outlines the actions that Chevron will undertake to address potential complaints:

**Table 2:
Actions managing complaints**

Key Item	Action
Community can reasonably identify Wheatstone construction workers	<ul style="list-style-type: none"> Wheatstone project shirts will be issued to construction workers.
Reporting inappropriate behavior of the workforce to Chevron	<ul style="list-style-type: none"> Contact the Chevron Onslow Community Liaison on a publicised phone number Contact the Bechtel Community Relations Manager on a publicised phone number Email Chevron at ask@chevron.com
How Chevron will respond to community complaints of inappropriate workforce behaviour	<ul style="list-style-type: none"> Complaint details will be recorded. Complaint investigated to validate Feedback from investigation provided to the person reporting the complaint. Key learnings will be used to review workforce conduct policy
How complaint arrangement and procedures will be publicised	<ul style="list-style-type: none"> Complaint procedures will be available from Onslow Wheatstone Office and published on the Wheatstone Project website Onslow CRG will be provided a copy of the complaint procedure. Advice on how to make a complaint will be circulated to all households via the Wheatstone Community Update.





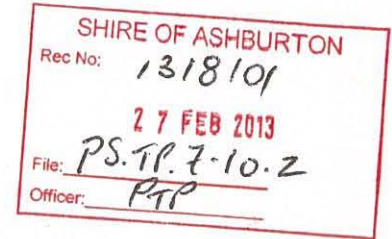
Wheatstone Project

COPY

Chevron Australia Pty Ltd
 ABN 29 086 197 757
 L24, QV1, 250 St George's Tce
 Perth WA 6000, Australia
 GPO Box S1580, Perth WA 6845
 Tel 61 8 9216 4000
 Fax 61 8 9485 5088

21 February 2013

Mr Frank Ludovico
 Acting Chief Executive Officer
 Shire of Ashburton
 PO Box 567
 Tom Price WA 6751



Dear Frank,

Update of the Construction Workforce Management Plan.

Thank you for meeting with us on Monday 18th to discuss updating the Wheatstone Construction Workforce Management Plan (CWMP).

In response to this meeting, I am writing to confirm the process and steps we agreed in response to the Wheatstone Project's changing accommodation requirements. The proposed steps to update the Wheatstone Construction Workforce Management Plan (CWMP) and communicate the Wheatstone accommodation requirements are:

- Chevron meets with the Shire on a quarterly basis (or as required) and provides an update on Wheatstone Accommodation demands. The information will be provided in a tabular format and the accommodation data for Q1, 2013 is attached;
- Meeting will be an opportunity to raise and discuss any concerns around the Wheatstone accommodation mix;
- The CWMP be updated by Chevron to reflect this new process, which is aligned with the dynamic nature of construction on a large project and therefore changing accommodation demands;
- Chevron liaises with the Shire on requiring an addendum to the Wheatstone Development Plan Social Impact Statement (SIS) reflecting Wheatstone accommodation demands.
- The revised CWMP will be endorsed by Council and replace the existing version.

Please confirm that the process and steps outlined above reflect your understanding of what was agreed at Monday's meeting. Ian Yull will arrange a suitable time to meet with Rob Paull to discuss and update the CWMP and the SIS.

Should you require any further information, please contact the undersigned or Ian Yull on 9485 5656.

Yours sincerely

Graeme Harman
 Manager External Affairs
 Wheatstone Project





Wheatstone Project CWMP Accommodation Update

Date: February 2013

As outlined in the Wheatstone Construction Workforce Management Plan (CWMP), Chevron would provide the Shire a quarterly update (or as required) on the current and predicted accommodation demands in Onslow and the surrounding areas.

The following Table outlines current accommodation and a forecast of the demand and timing of the future accommodation mix required by the Project.

Accommodation Location and Demand*

Site of Accommodation	Basis of Original CWMP	Additional Rooms		Basis of Revised CWMP	Estimated room availability
		Currently utilised	Total proposed		
ANSIA					
Pioneer Camp (<i>in CVX TWA</i>)	104	n/a	n/a	104	Now to Dec 2016
Fly Camp (<i>in CVX TWA</i>)	502	n/a	n/a	502	Now to Dec 2016
Fly Camp Expansion (<i>in CVX TWA</i>)	456	n/a	n/a	456	Now to Dec 2016
Main Construction Village (<i>in CVX TWA</i>)	3802	n/a	n/a	3802	Q2-13 and complete Q2-14, use to Dec 2017
BGC's Macedon Camp Site**	0	0	107	107	~June 13 to Dec 2016
BHP's Macedon Main Camp Site**	0	0	380	380	~July 13 to Dec 2016
TOTAL 1	4864	n/a	487	5351	
Onslow Township (including Beadon Creek)					
Ashburton Resort Motel	Listed as Onslow Townsite accommodation	53	53	53	Now until Dec 2016
Expansion Ashburton Resort***		0	17	17	Aug 13 to Dec 2016
Discovery Park		84	84	84	Now until Dec 2016
Expansion of Discovery Park***		0	100	100	Aug 13 to Dec 2016
Three 'Boatel' vessels in Beadon Creek		68	68	68	Now to Dec 2014
Rented houses/units (beds used)		5	20	20	Now to Dec 2017
SoA airport (if needed and not occupied)****	n/a	0	30	30	
TOTAL 2		209	378	378	

OFFSHORE					
Thevenard Islands (TVI)	0	0	65	65	Apr 13 to Dec 2015
Dredge Vessel (at work site)	0	0	100	100	Apr 13 to Dec 2016
TOTAL 3	0	0	165	165	
GRAND TOTAL (TOTAL 1 + TOTAL 2 + TOTAL 3)	4864	209	1030	5894	

Notes:

* Numbers shown assume single occupancy.

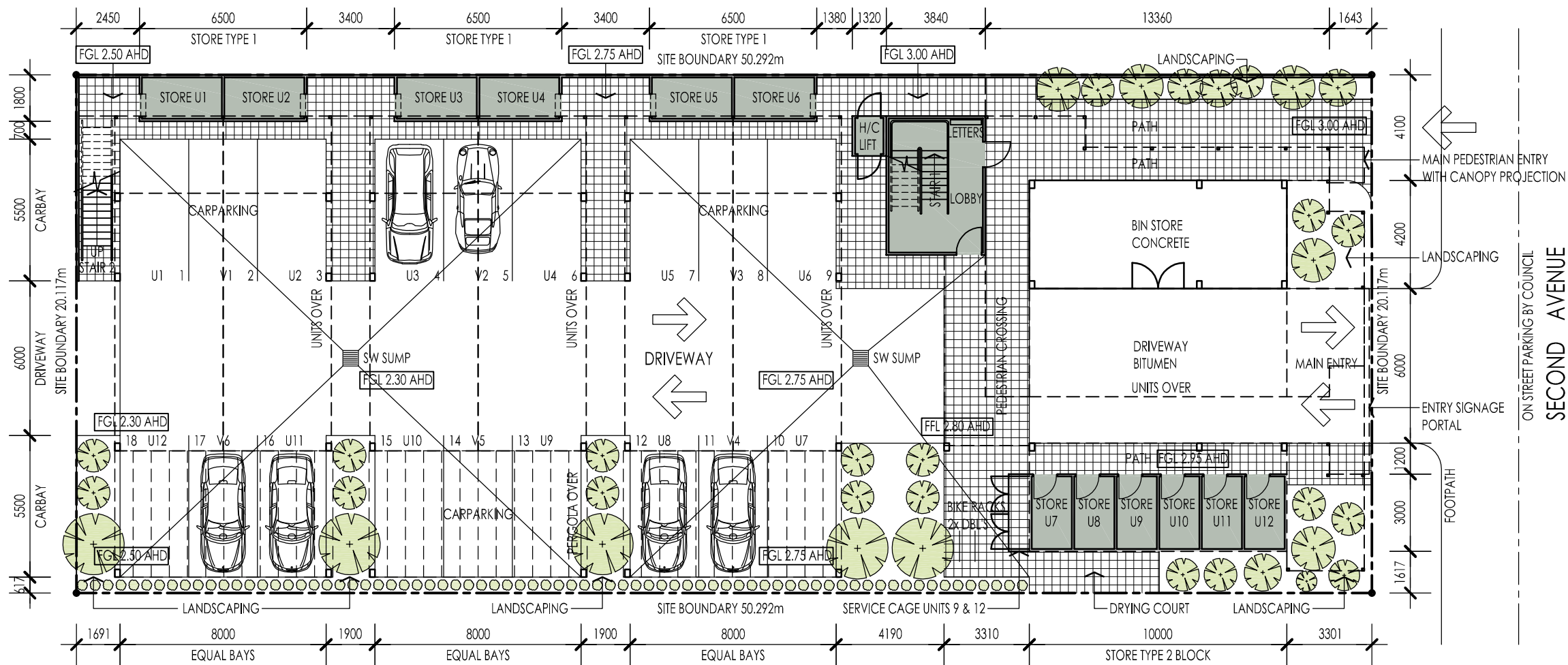
** Subject to ongoing negotiations with BHPB and Precision Pty Ltd.

*** The additional rooms identified for the Ashburton Resort and Discovery Park expansions are dependent on the respective land owners or proponents securing all town planning and regulatory approvals and constructing additional accommodation facilities. The room quantities and availability dates outlined are estimates only based on initial dialogue held with each proponent for expansions proposed for completion in 2013. Any expansion plans proposed for 2014 and beyond are not reflected in the above numbers.

The owners of the Ashburton Resort have advised that their proposed expansion would rely on the ability to secure long term bookings for their existing rooms (and potentially their expanded rooms) to underwrite the development cost.

****Chevron would only utilise beds within the airport accommodation on an as needed basis, if they were empty and not required to ensure the delivery of the airport and other Shire/agencies project within agreed schedule timeframes.

Local companies who have residents and existing accommodation in Onslow that are directly working on the Wheatstone Project are not included in the table.



SITE PLAN - GROUND FLOOR
SCALE 1:200



NOTE: LIGHTING TO BE PROVIDED TO PATHWAYS & COMMUNAL OPEN SPACE

LEGEND

- U1 UNIT CARBAY/STORE
- V1 VISITORS CARBAY
- FFL 2.90 AHD PROPOSED FFL (TO AHD)
- FGL 2.90 AHD PROPOSED FGL (TO AHD)

DEVELOPMENT SUMMARY

RESIDENTIAL:

1 BED UNITS	12
PRFA/UNIT	42m ²
TOTAL RESIDENTIAL PRFA	504m ²

OUTDOOR LIVING AREAS:

UNITS 1-6 (4.0m x 2.9m)	= 11.8m ²
UNITS 7-12 (4.0m x 2.9m/1.5m)	= 10.2m ²

STORES:

6 STORES @ 4m ²	(U1-U6)
6 STORES @ 4m ²	(U7-12)

ADDITIONAL AREAS:

STAIR/LOBBY	19.1m ²
-------------	--------------------

PARKING SUMMARY

BAYS REQUIRED:

12 UNITS x 1B/UNIT	12
12 UNITS x 0.25B/UNIT (VISITORS)	3

TOTAL	15
BIKE RACKS	4

BAYS PROVIDED:

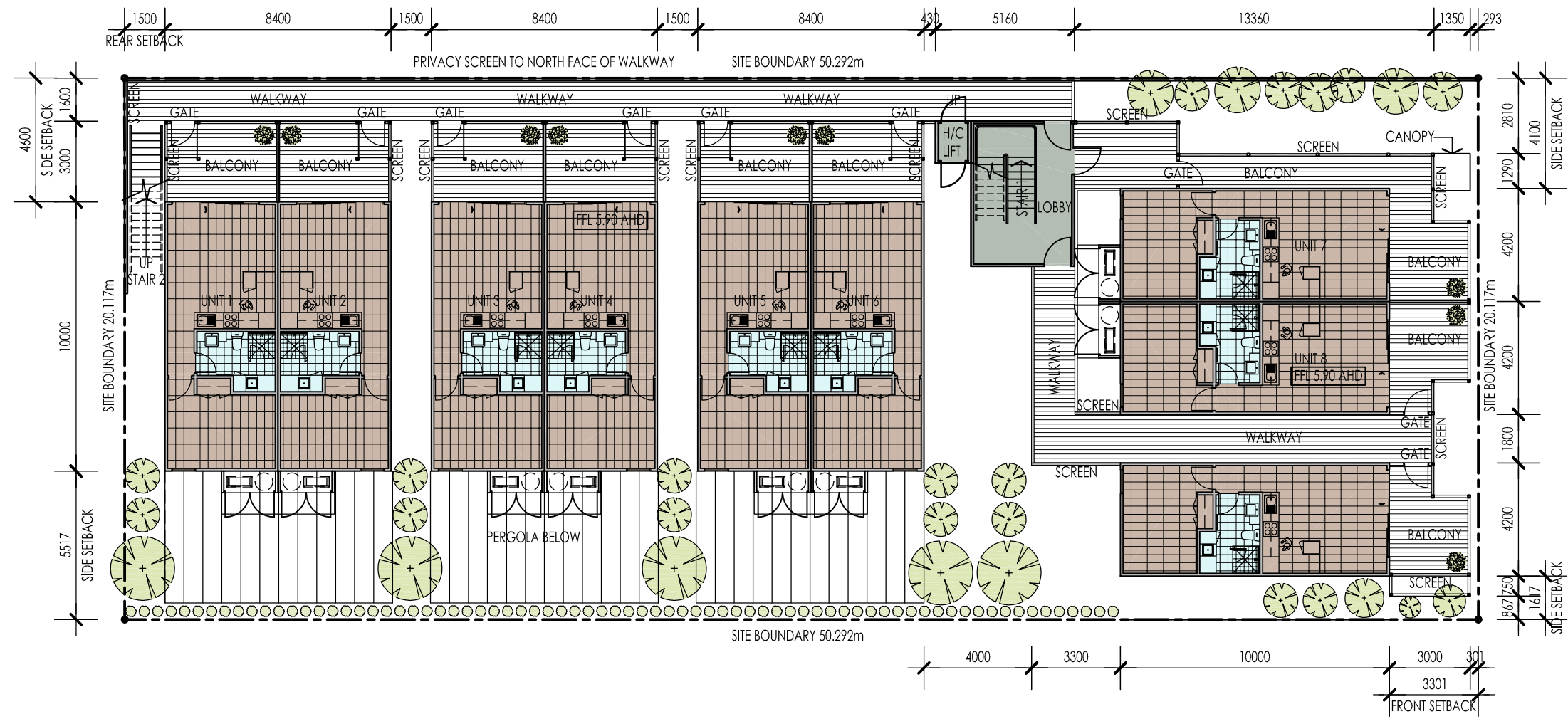
RESIDENTIAL UNITS	12
VISITORS	6

TOTAL	18
BIKE RACKS	4

PLOT RATIO

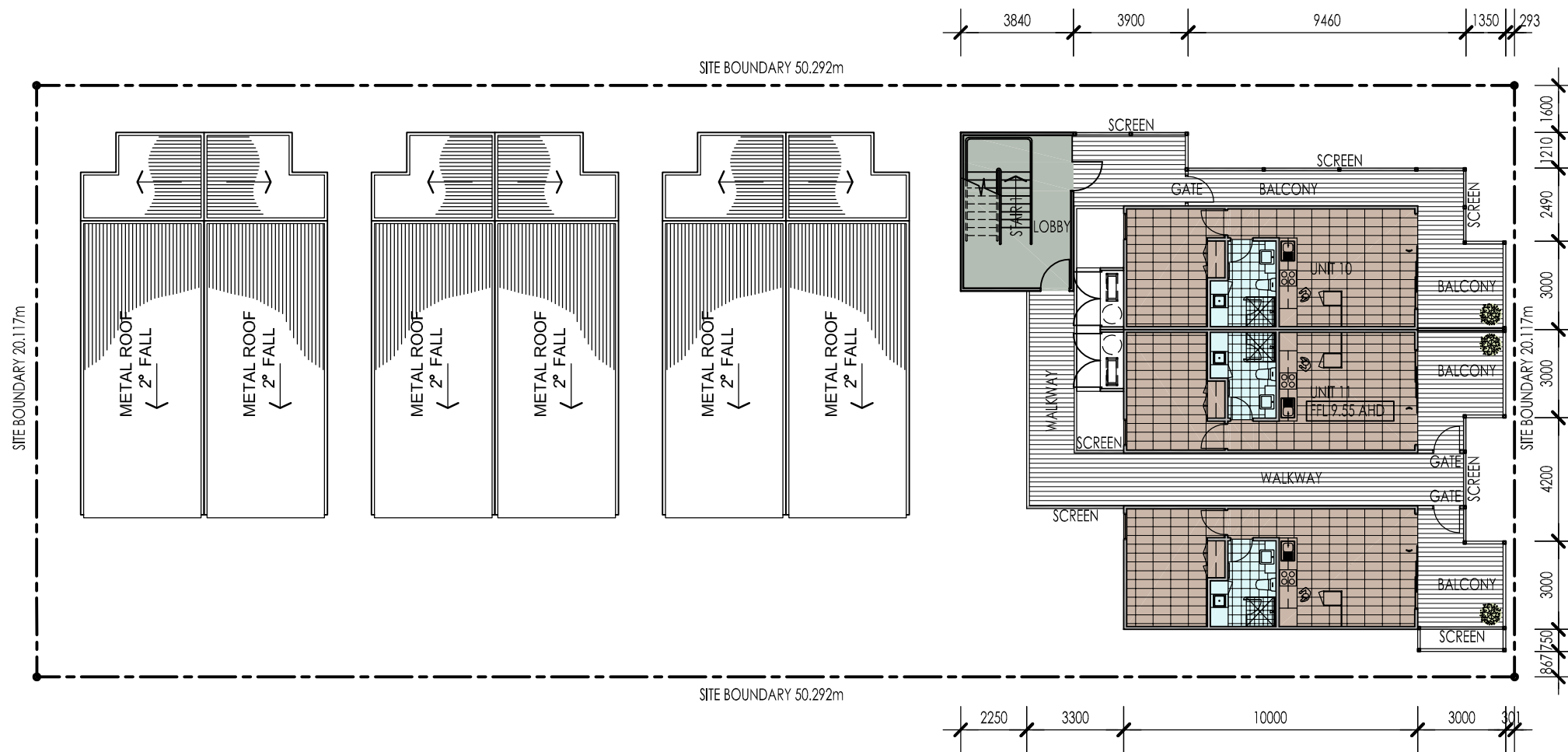
OPEN SPACE (INC BALCONIES)	470.3m ²
OPEN SPACE (EXC BALCONIES)	361.8m ²
COVERED (EXC BALCONIES)	541.7m ²
TOTAL SITE AREA	1012m ²

UNIT AREA	42m ²
STORE TYPE 1 AREA	24m ²
STORE TYPE 2 AREA	24m ²



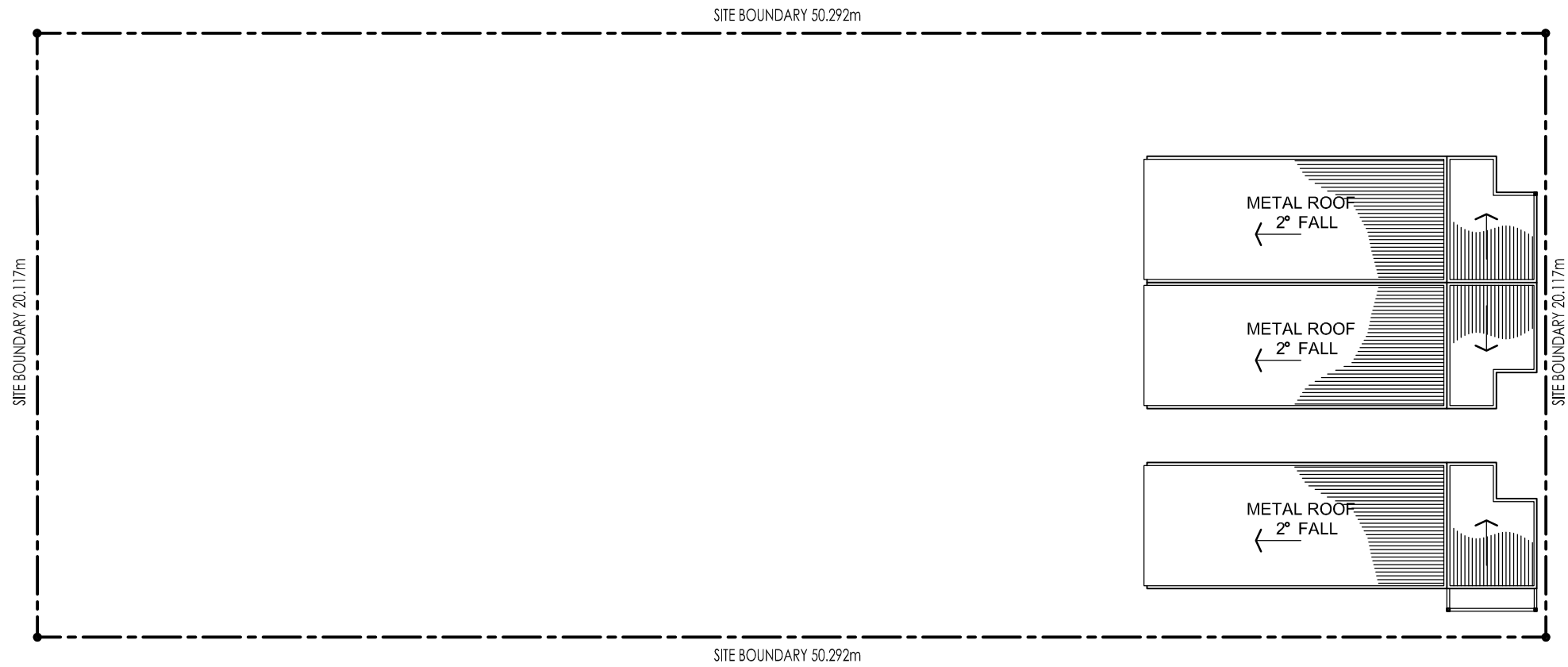
SITE PLAN - FIRST FLOOR
SCALE 1:200





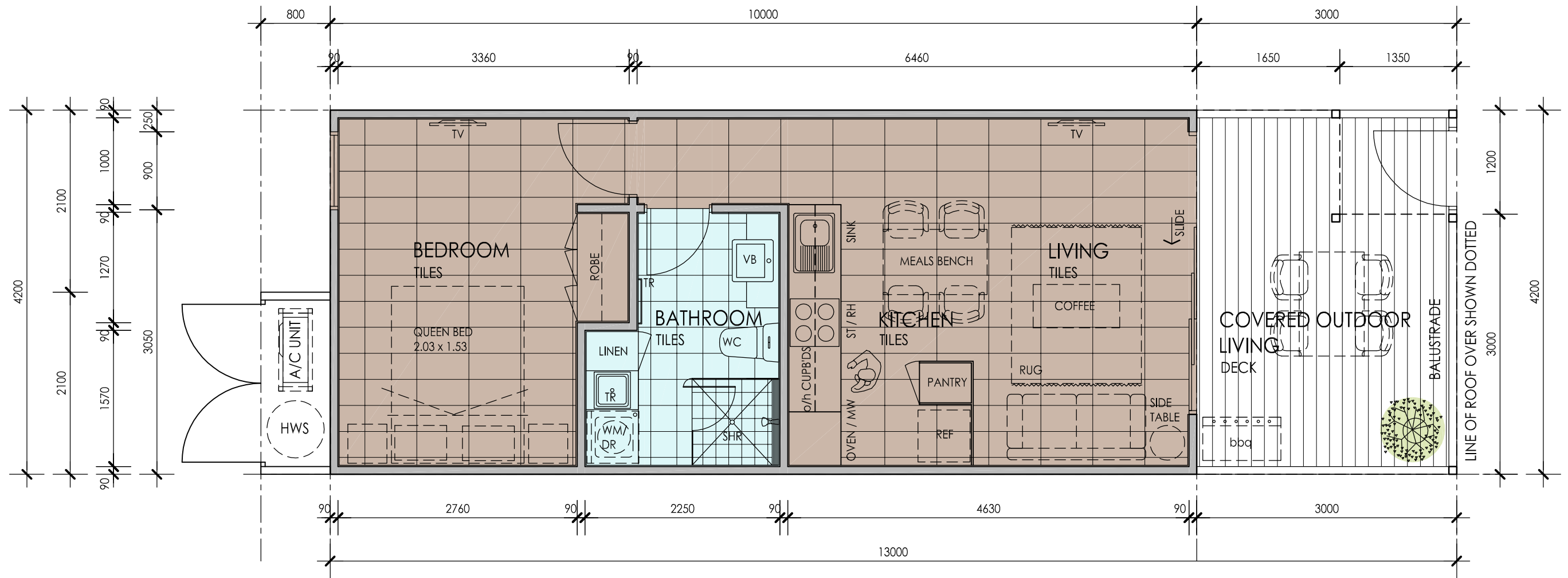
SITE PLAN - SECOND FLOOR
SCALE 1:200



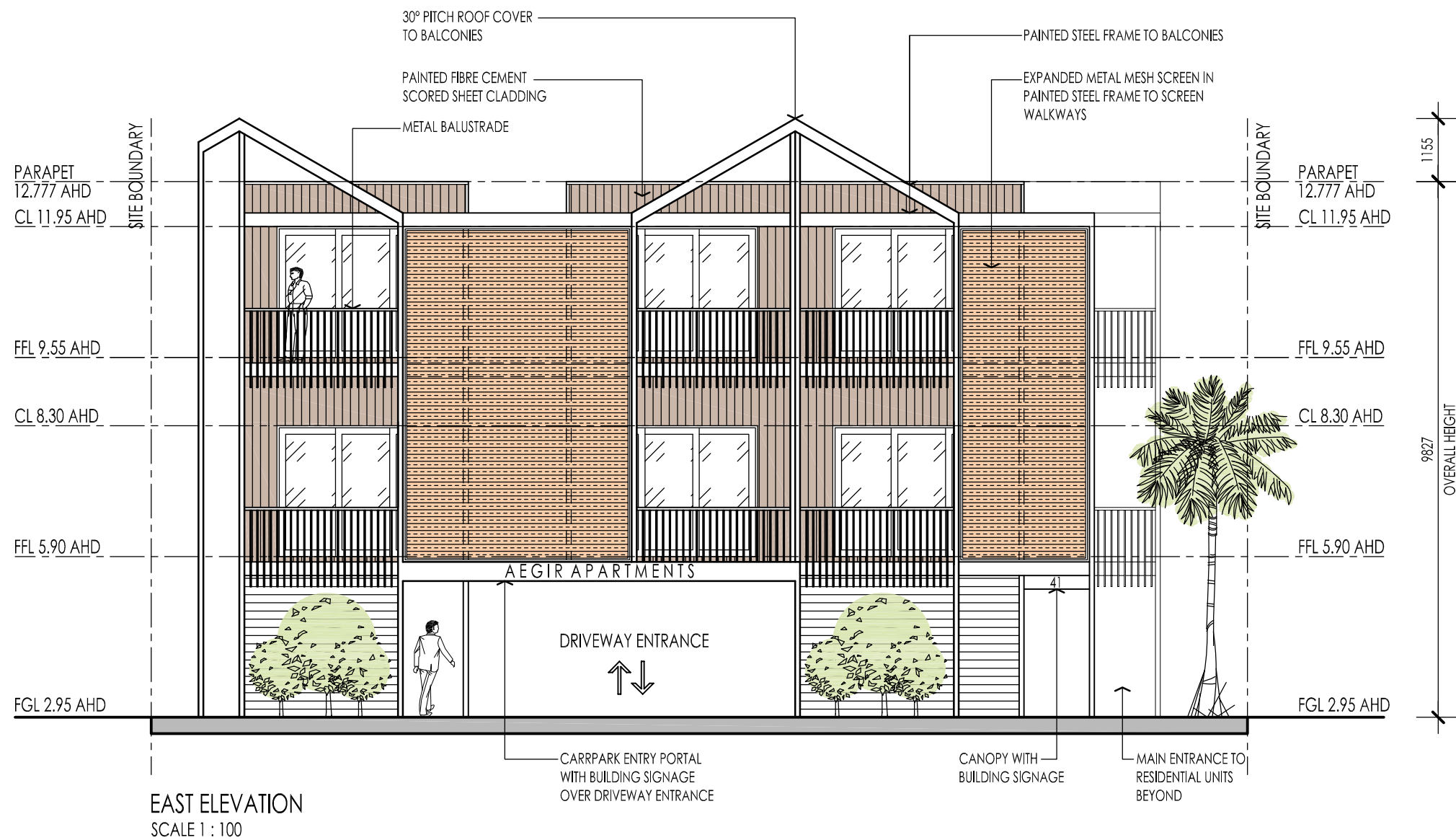


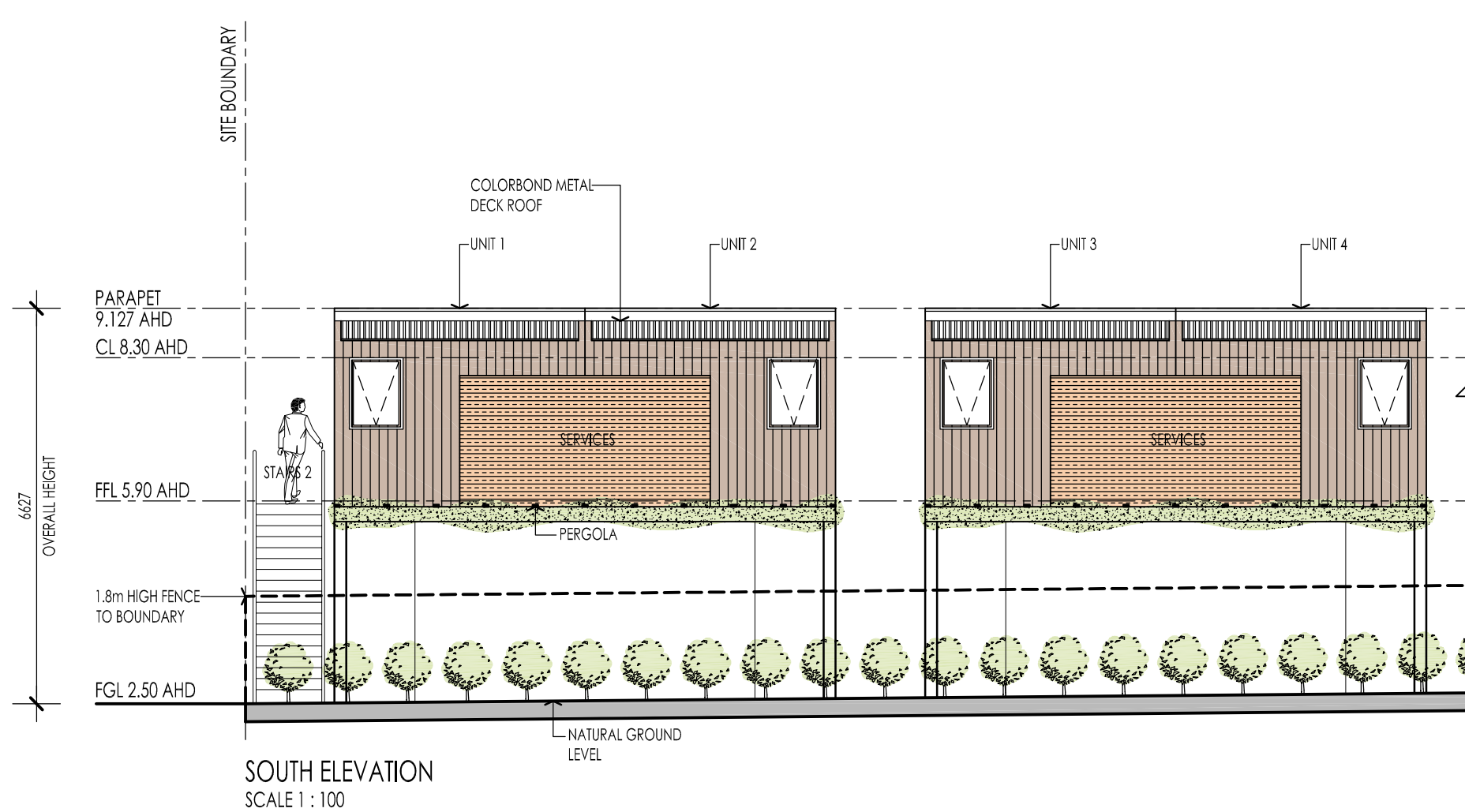
SITE PLAN - THIRD FLOOR
SCALE 1:200

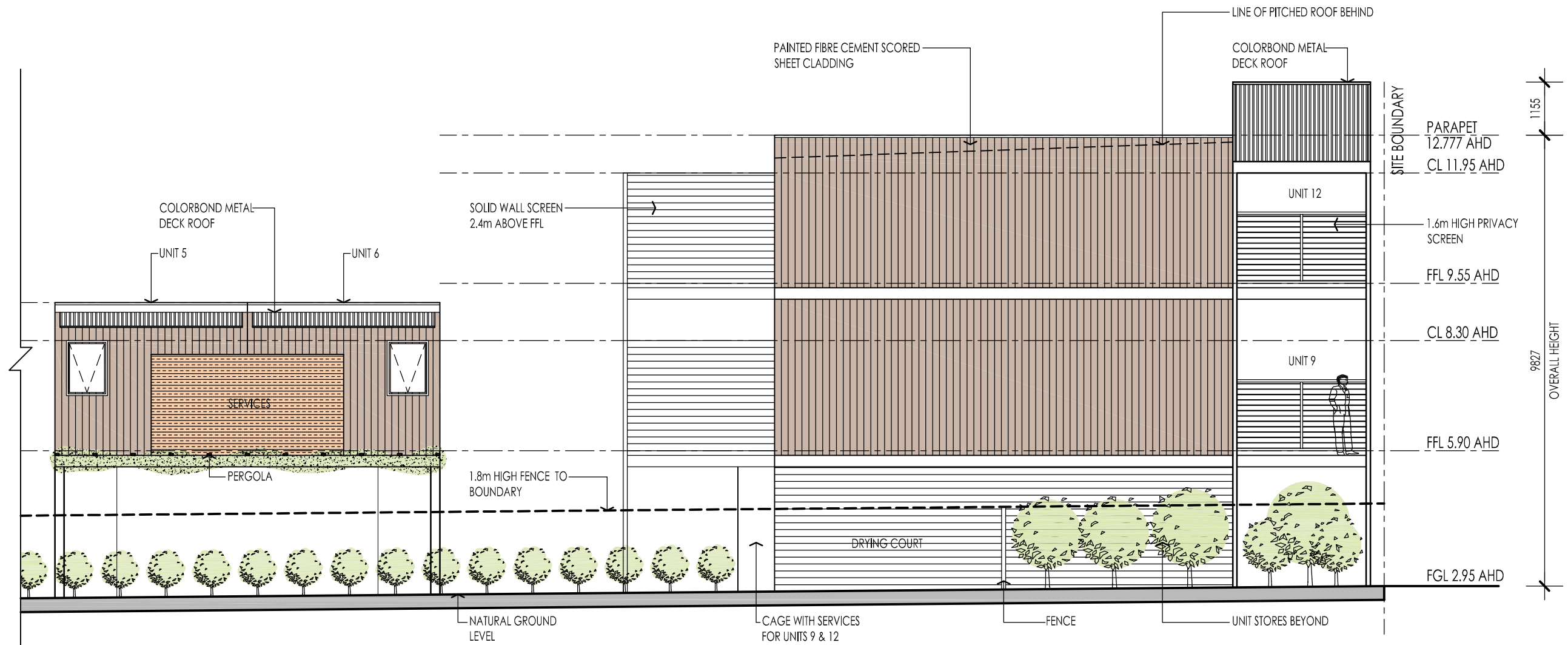




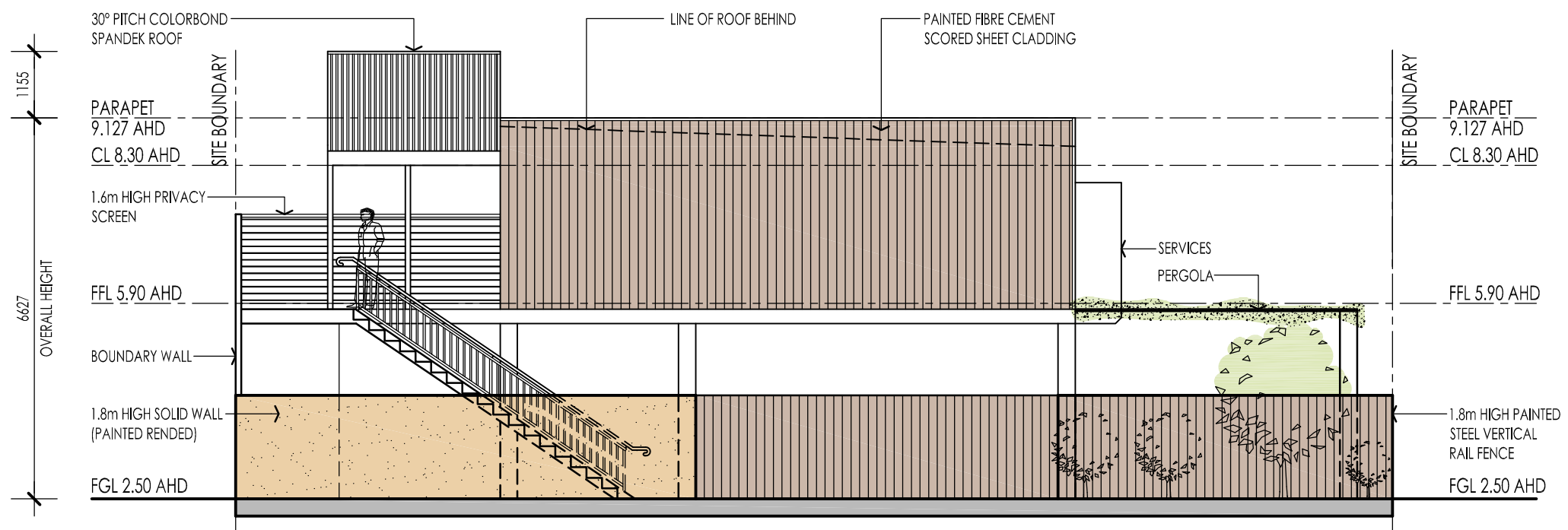
FLOOR PLAN - TYPICAL RESIDENTIAL UNIT
 SCALE 1 : 50



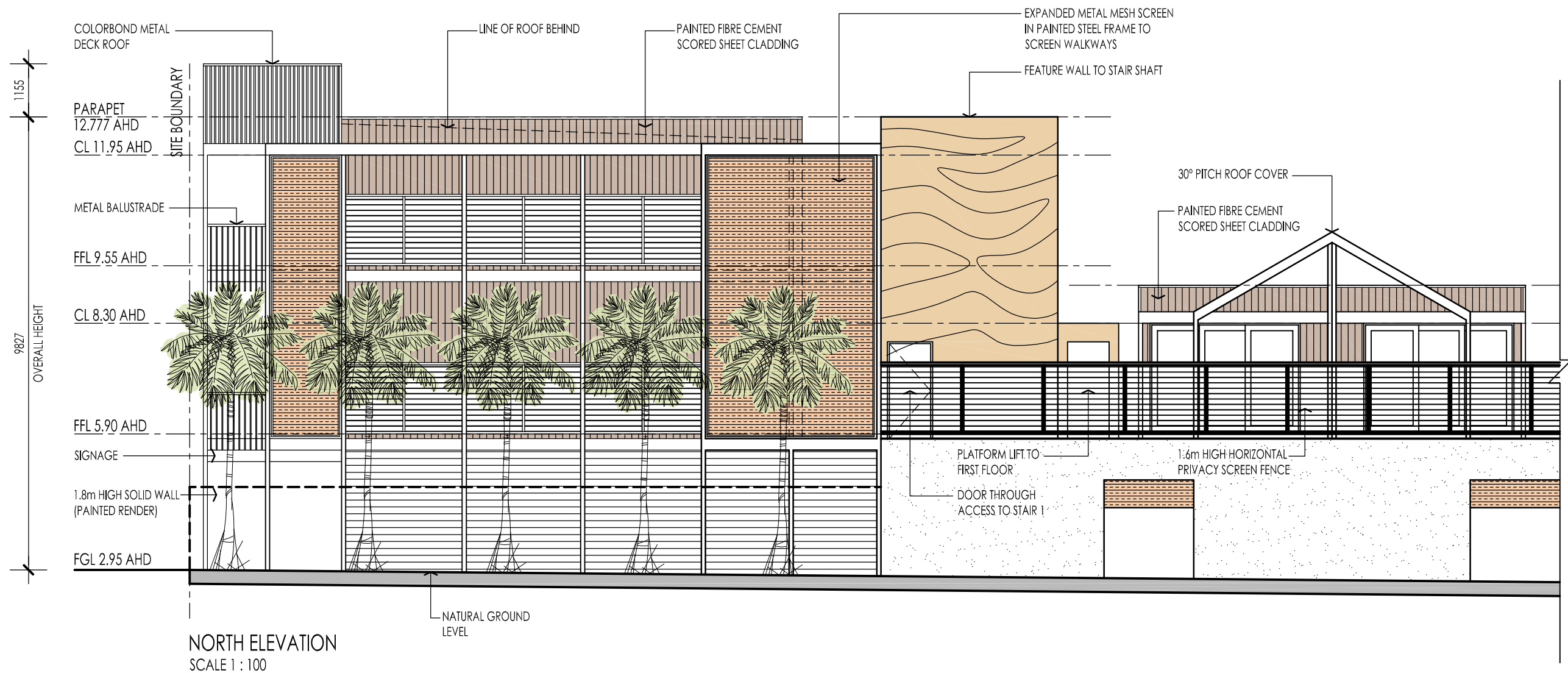


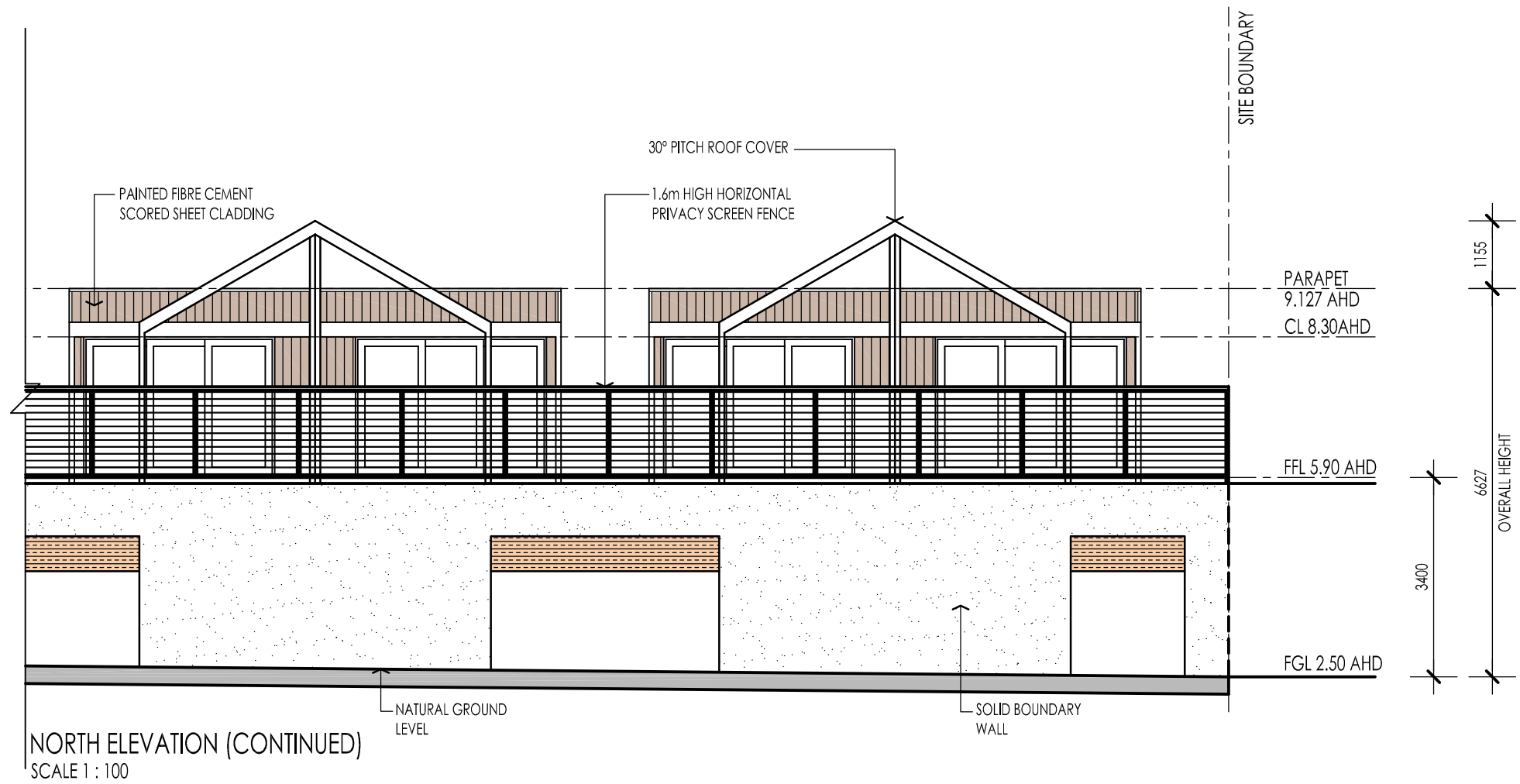


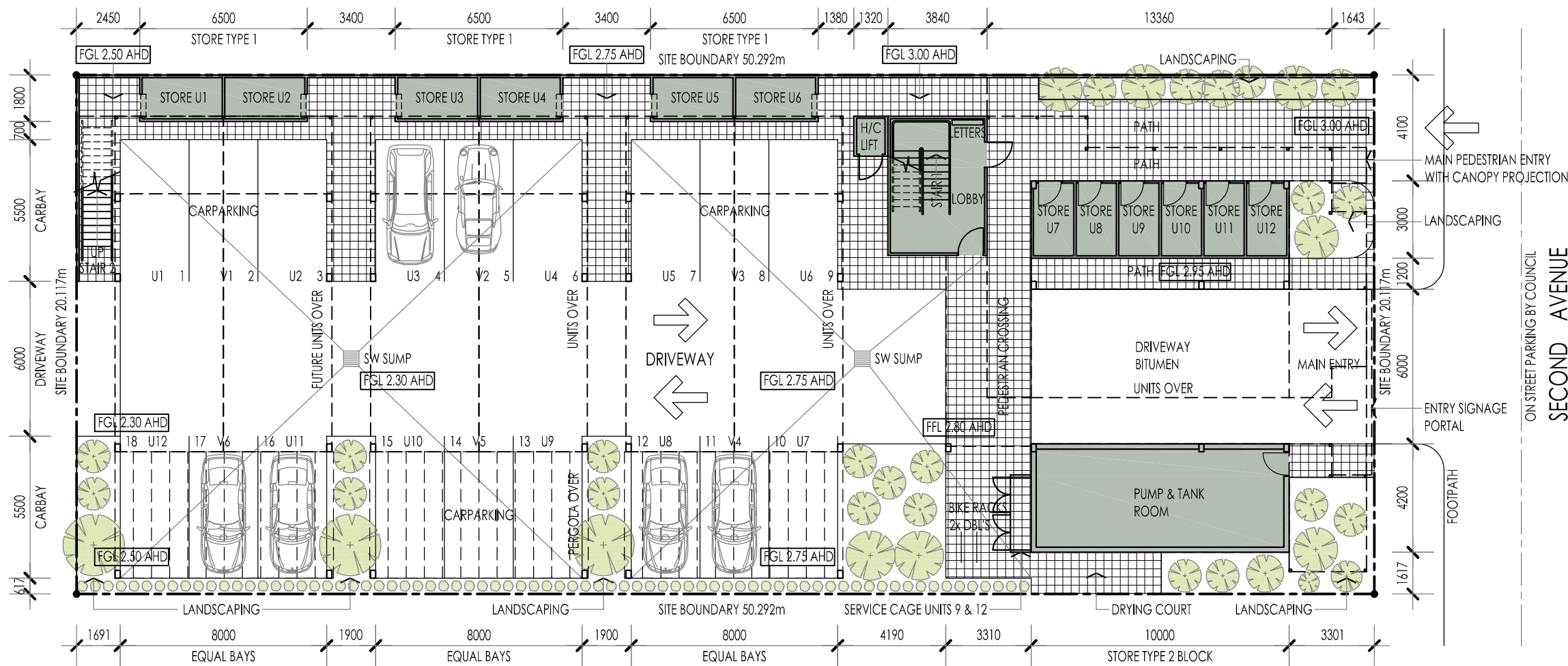
SOUTH ELEVATION (CONTINUED)
SCALE 1 : 100



WEST ELEVATION
SCALE 1 : 100







LEGEND

- U1 UNIT CARBAY/STORE
- V1 VISITORS CARBAY
- FFL 2.90 AHD PROPOSED FFL (TO AHD)
- FGL 2.90 AHD PROPOSED FGL (TO AHD)

DEVELOPMENT SUMMARY

RESIDENTIAL:

1 BED UNITS	12
PRFA/UNIT	42m ²
TOTAL RESIDENTIAL PRFA	504m²

OUTDOOR LIVING AREAS:

UNITS 1-6 (4.0m x 2.9m)	= 11.8m ²
UNITS 6-12 (4.0m x 2.9m/1.5m)	= 10.2m ²

STORES:

6 STORES @ 4m ²	(U1-U6)
6 STORES @ 4m ²	(U7-12)

ADDITIONAL AREAS:

STAIR/LOBBY	19.1m ²
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PARKING SUMMARY

BAYS REQUIRED:

12 UNITS x 1B/UNIT	12
12 UNITS x 0.25B/UNIT (VISITORS)	3

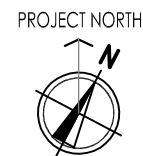
TOTAL	15
BIKE RACKS	4

BAYS PROVIDED:

RESIDENTIAL UNITS	12
VISITORS	6

TOTAL	18
BIKE RACKS	4

SITE PLAN - GROUND FLOOR
SCALE 1:200



NOTE: LIGHTING TO BE PROVIDED TO PATHWAYS & COMMUNAL OPEN SPACE

PLOT RATIO - 10 UNITS

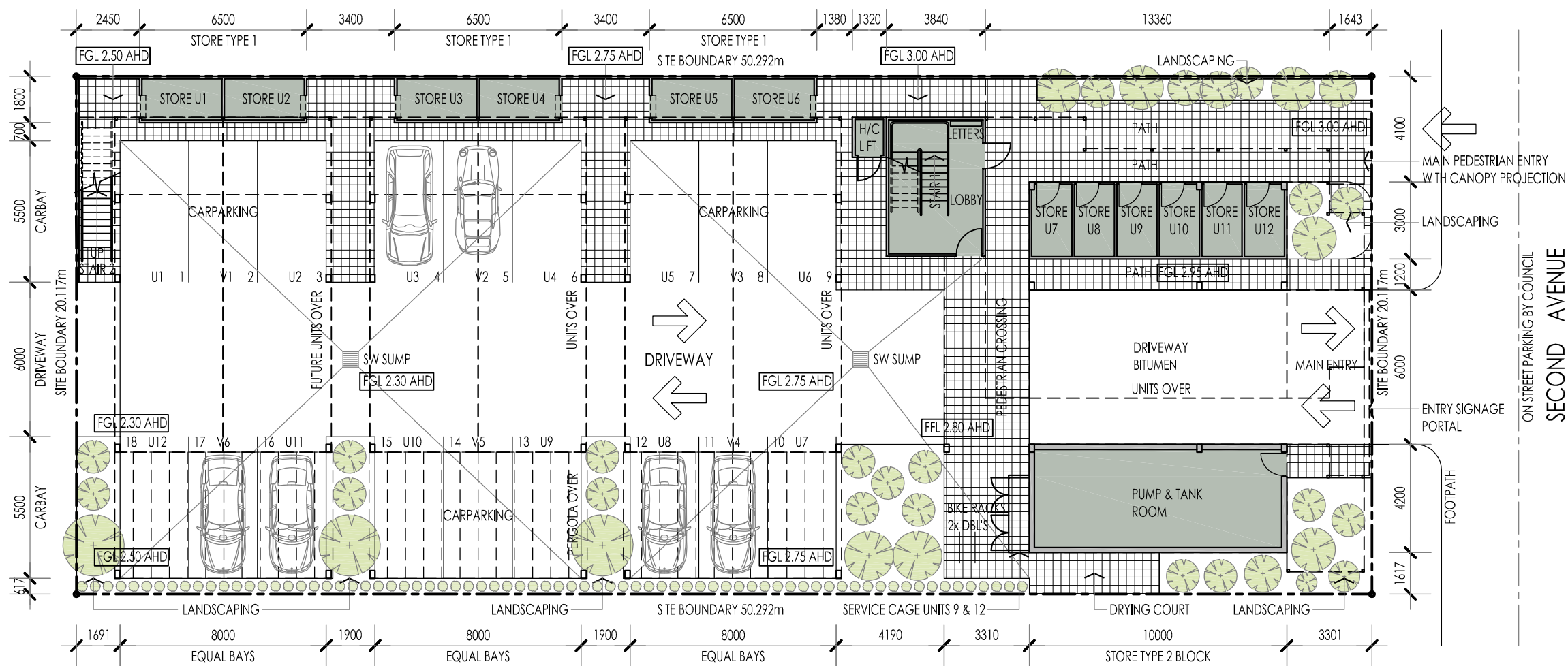
OPEN SPACE (INC BALCONIES)	557.8m ²
OPEN SPACE (EXC BALCONIES)	474.4m ²
COVERED (EXC BALCONIES)	454.2m ²
TOTAL SITE AREA	1012m²

UNIT AREA	42m ²
STORE TYPE 1 AREA	24m ²
STORE TYPE 2 AREA	24m ²

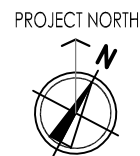
PLOT RATIO

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SITE PLAN - GROUND FLOOR
SCALE 1:200



NOTE: LIGHTING TO BE PROVIDED TO PATHWAYS & COMMUNAL OPEN SPACE

LEGEND

- U1 UNIT CARBAY/STORE
- V1 VISITORS CARBAY
- FFL 2.90 AHD PROPOSED FFL (TO AHD)
- FGL 2.90 AHD PROPOSED FGL (TO AHD)

DEVELOPMENT SUMMARY

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1 BED UNITS	12
PRFA/UNIT	42m ²
TOTAL RESIDENTIAL PRFA	504m²

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UNITS 6-12 (4.0m x 2.9m/1.5m)	= 10.2m ²

STORES:

6 STORES @ 4m ²	(U1-U6)
6 STORES @ 4m ²	(U7-12)

ADDITIONAL AREAS:

STAIR/LOBBY	19.1m ²
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PARKING SUMMARY

BAYS REQUIRED:

12 UNITS x 1B/UNIT	12
12 UNITS x 0.25B/UNIT (VISITORS)	3

TOTAL	15
BIKE RACKS	4

BAYS PROVIDED:

RESIDENTIAL UNITS	12
VISITORS	6

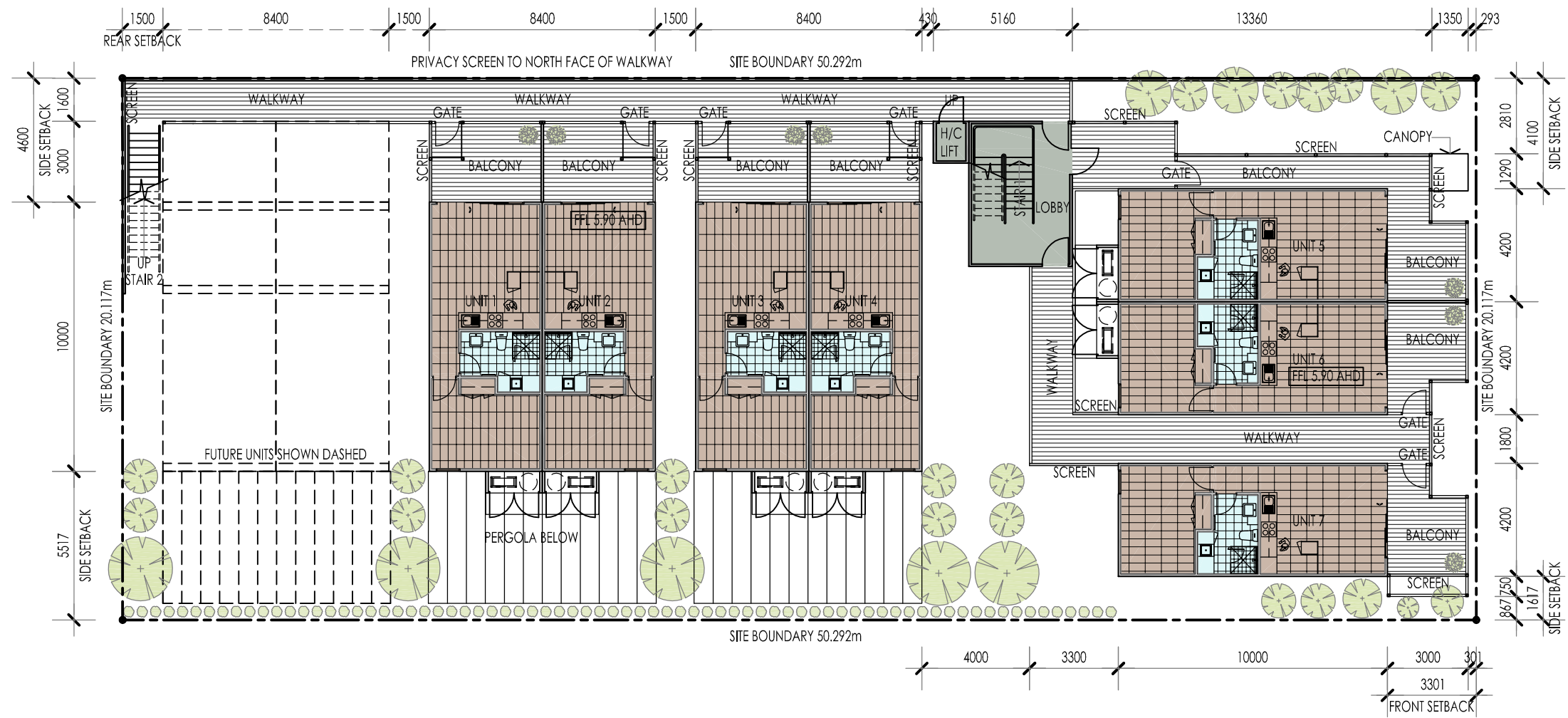
TOTAL	18
BIKE RACKS	4

PLOT RATIO - 10 UNITS

OPEN SPACE (INC BALCONIES)	557.8m ²
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PLOT RATIO

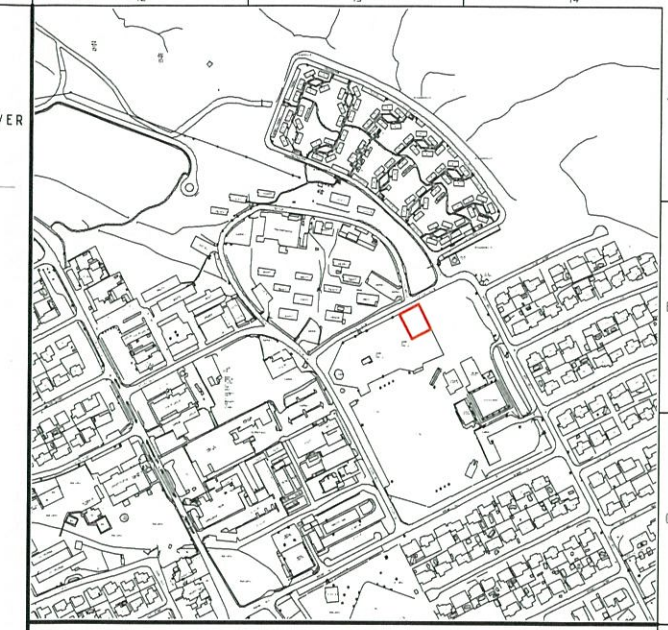
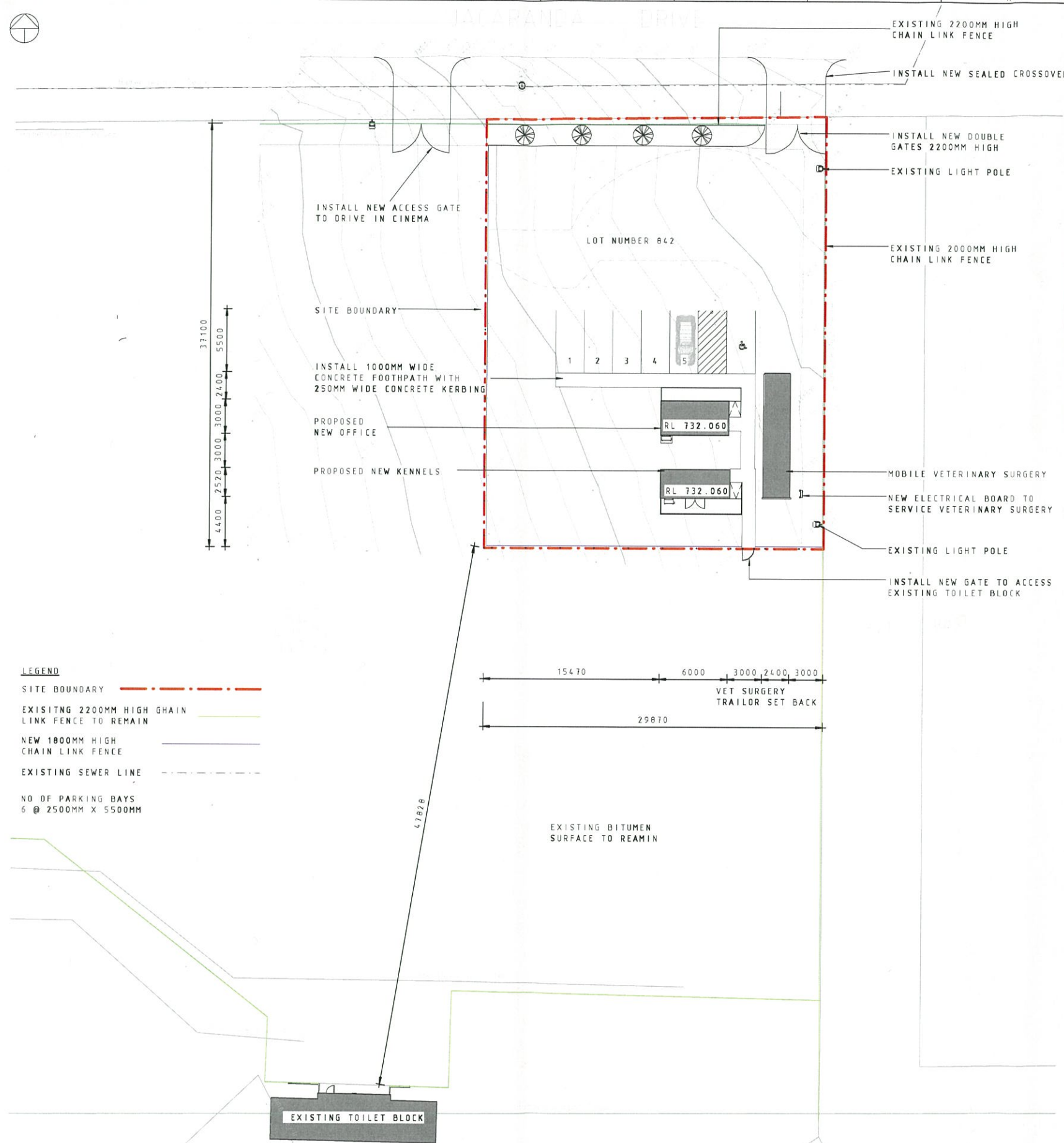
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UNIT AREA	42m ²
STORE TYPE 1 AREA	24m ²
STORE TYPE 2 AREA	24m ²



SITE PLAN - FIRST FLOOR
SCALE 1:200



CADD ARCHITECTURAL DRAFTING
CADD REF: 103108



LOCATION PLAN
SCALE 1:5000

- LEGEND**
- SITE BOUNDARY - - - - -
 - EXISTING 2200MM HIGH CHAIN LINK FENCE TO REMAIN —
 - NEW 1800MM HIGH CHAIN LINK FENCE —
 - EXISTING SEWER LINE - - - - -
 - NO OF PARKING BAYS
6 @ 2500MM X 5500MM

LOCATION PLAN
SCALE 1:200

NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

REV	BY	DATE	DESCRIPTION	CKD	APP
A	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
B	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
C	JD	21.02.13	ISSUED CONCEPT TO CLIENT	FD	FD

REV	BY	DATE	DESCRIPTION	CKD	APP

REV	BY	DATE	DESCRIPTION	CKD	APP

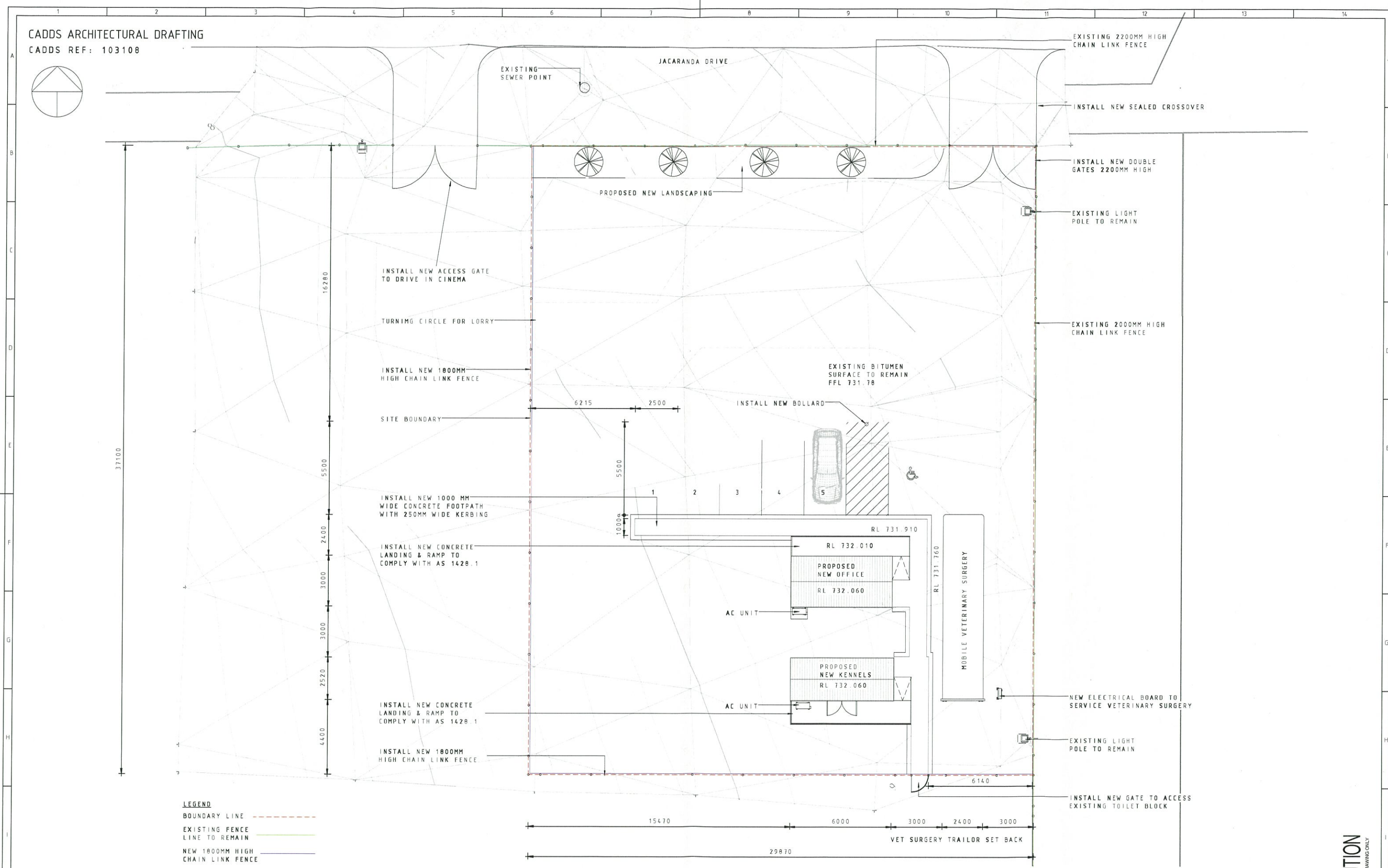
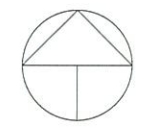
DRAWN	CADD	21.02.13
TRACED		
CHECKED	F. DALL	
SUPT DRAFT		
PROJ ENG	F. DALL	
APPROVED		
APP. FOR CONST.		

RioTinto

TOM PRICE
TOM PRICE TOWN
NEW VETERINARY SURGERY
LOCATION PLAN

SCALE AS SHOWN	REV
DRAWING NUMBER B-001-28738	C
PROJECT NUMBER JN11668	

SHEET SIZE A1



LEGEND

- BOUNDARY LINE - - - - -
- EXISTING FENCE LINE TO REMAIN ———
- NEW 1800MM HIGH CHAIN LINK FENCE ———

SITE PLAN
SCALE 1:100

NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

REV	BY	DATE	DESCRIPTION	CKD	APP
A	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
B	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
C	JD	21.02.13	ISSUED CONCEPT TO CLIENT	FD	FD

REV	BY	DATE	DESCRIPTION	CKD	APP

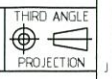
REV	BY	DATE	DESCRIPTION	CKD	APP

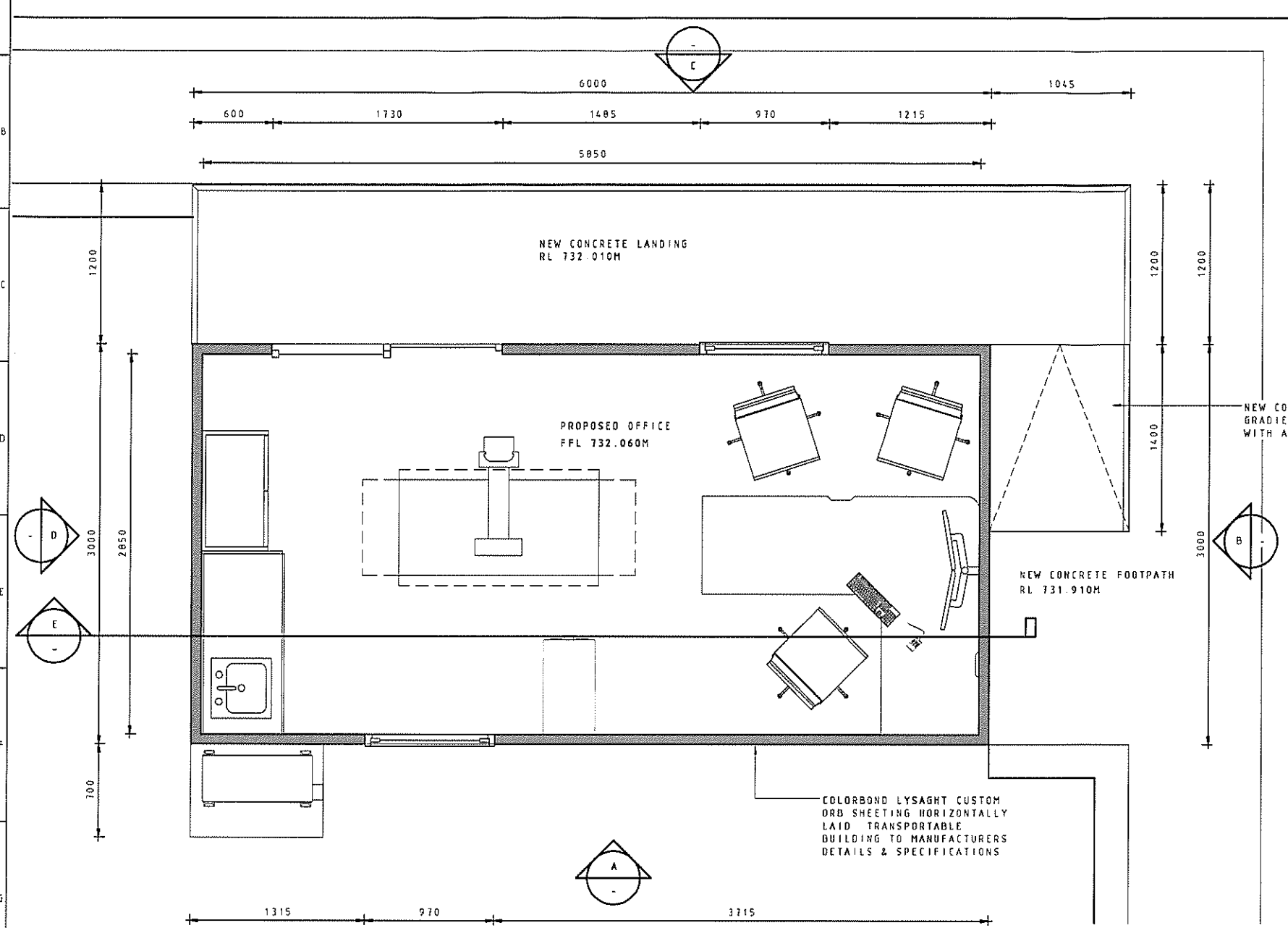
DRAWN	CADD	21.02.13
TRACED		
CHECKED	F. DALL	
SUPT DRAFT		
PROJ. ENG.	F. DALL	
APPROVED		
APP. FOR CONST.		

RioTinto

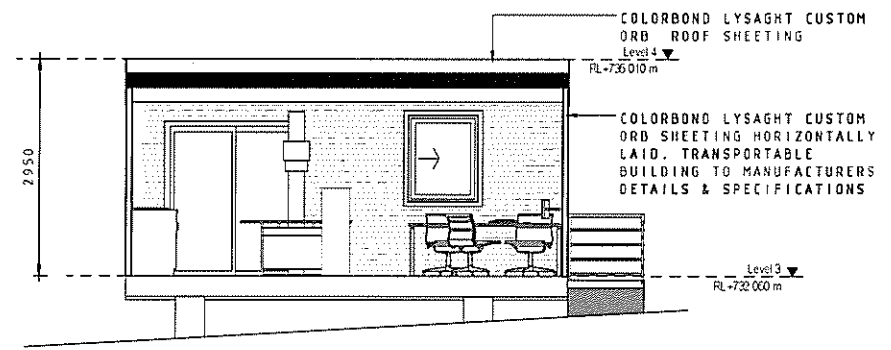
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TOM PRICE TOWN
NEW VETERINARY SURGERY
SITE PLAN

SCALE AS SHOWN	REV
DRAWING NUMBER	C
B-001-28739	
PROJECT NUMBER	JN11668

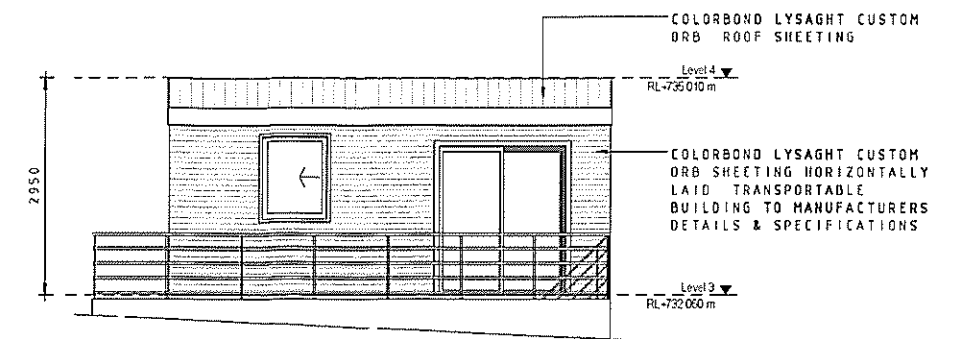




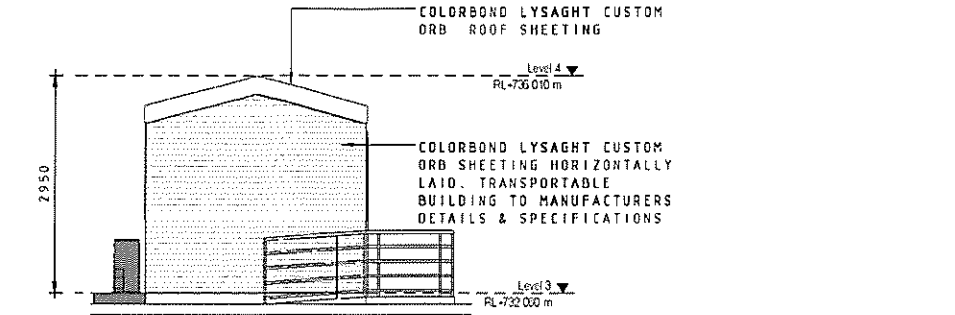
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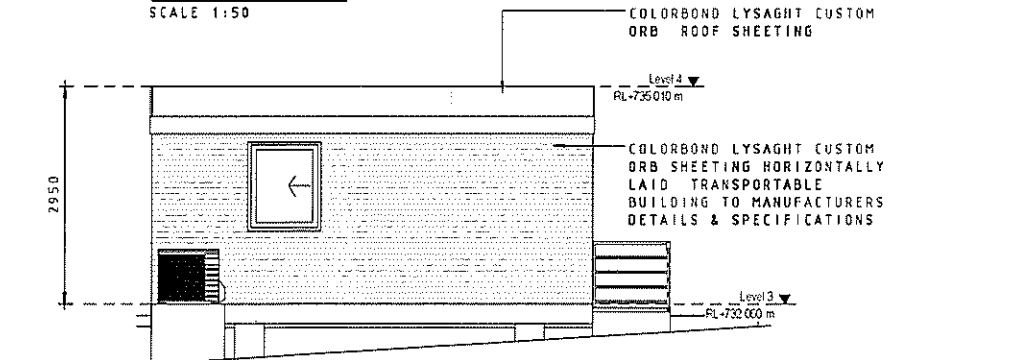
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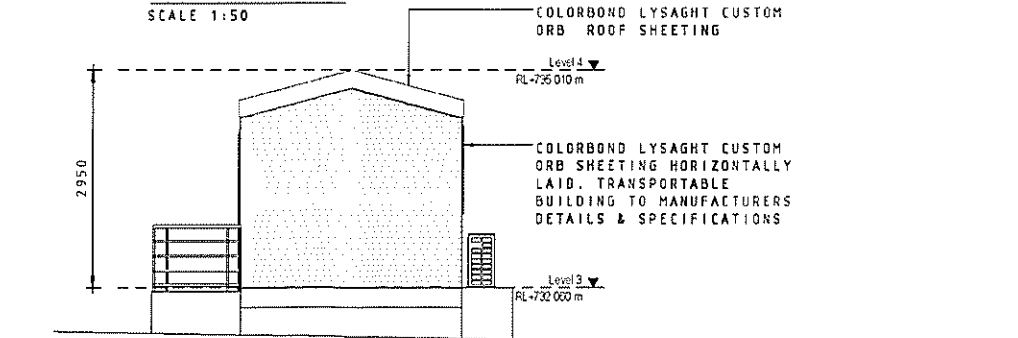
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SCALE 1:50



ELEVATION B
SCALE 1:50



ELEVATION C
SCALE 1:50



ELEVATION D
SCALE 1:50

NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

REV	BY	DATE	DESCRIPTION	CHK	APP
1	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
2	JD	20.02.13	ISSUED CONCEPT TO CLIENT	FD	FD
3	JD	21.02.13	ISSUED CONCEPT TO CLIENT	FD	FD

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RioTinto

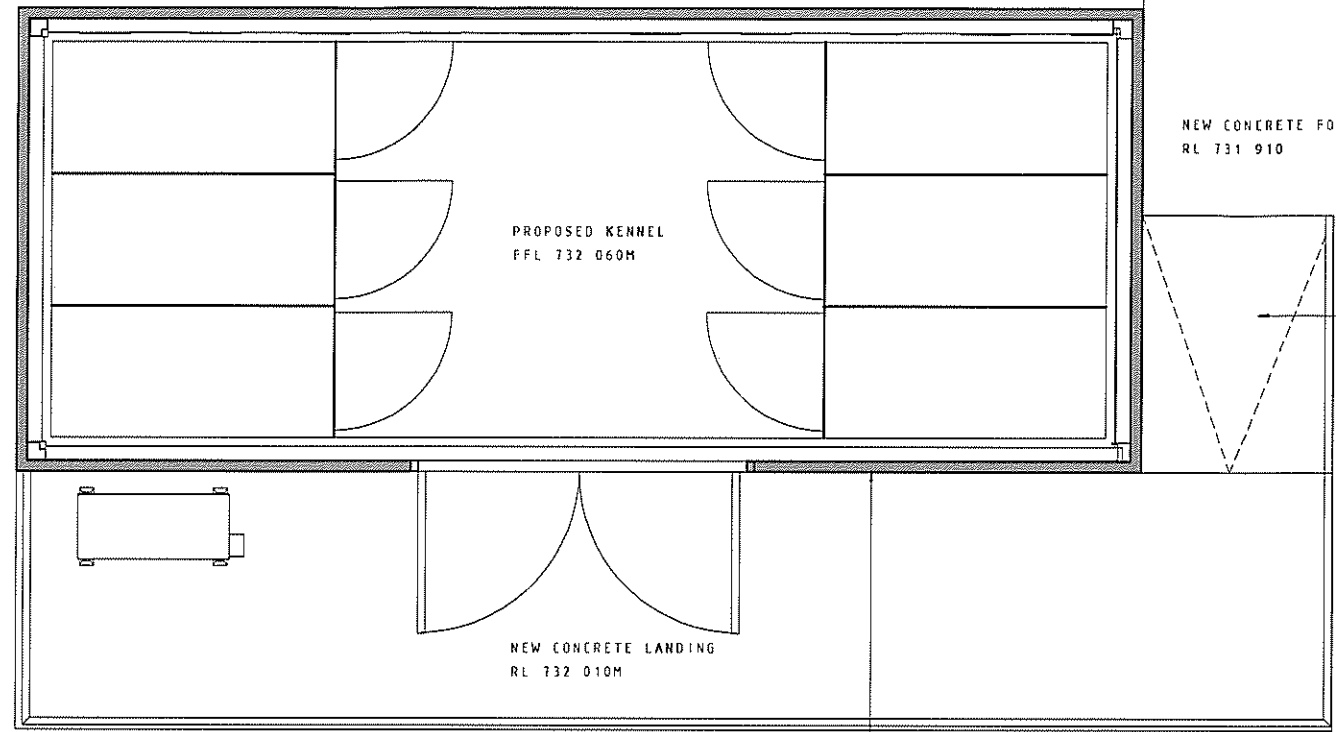
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TOM PRICE TOWN
NEW VETERINARY SURGERY
PROPOSED OFFICE

SCALE AS SHOWN
DRAWING NUMBER
B-001-28740
PROJECT NUMBER
JN11668

THIRD ANGLE
PROJECTION

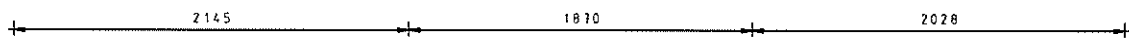
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CADDS REF: 103108

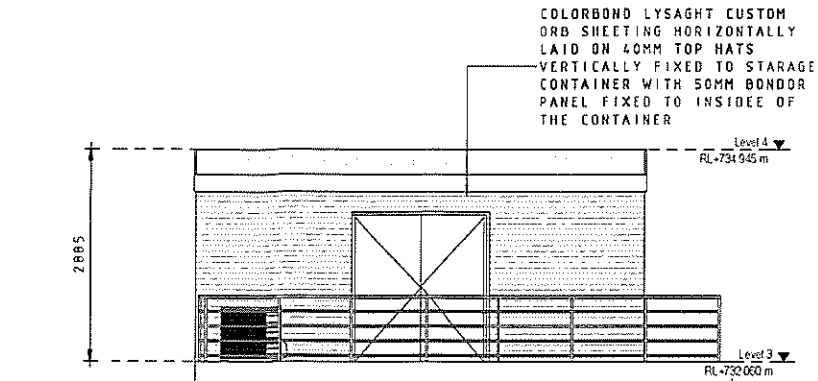


FLOOR PLAN

SCALE 1:20

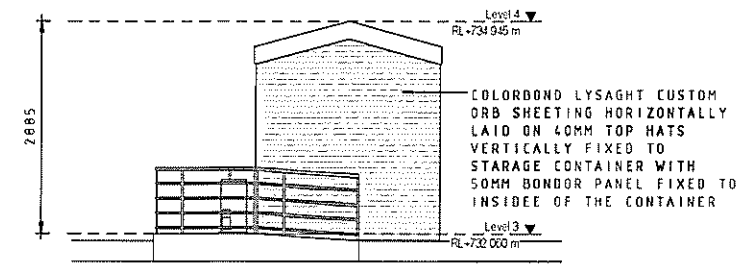


COLORBOND LYSAGHT CUSTOM ORB SHEETING HORIZONTALLY LAID ON 40MM TOP HATS VERTICALLY FIXED TO STARGE CONTAINER WITH 50MM BONDOR PANEL FIXED TO INSIDEE OF THE CONTAINER



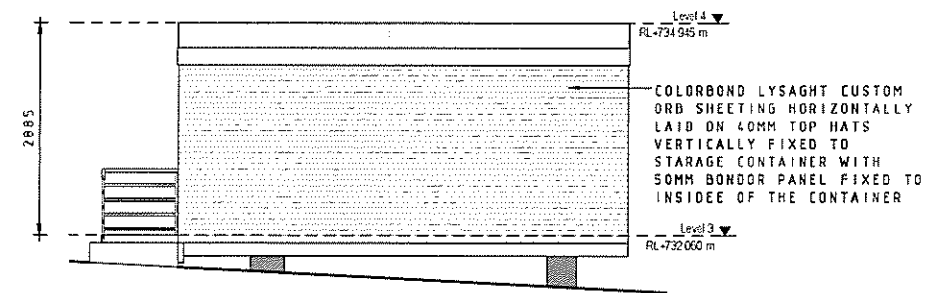
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SCALE 1:50



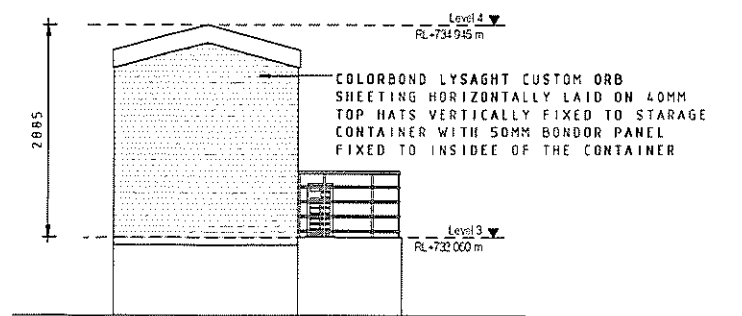
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SCALE 1:50



ELEVATION 3

SCALE 1:50



ELEVATION 4

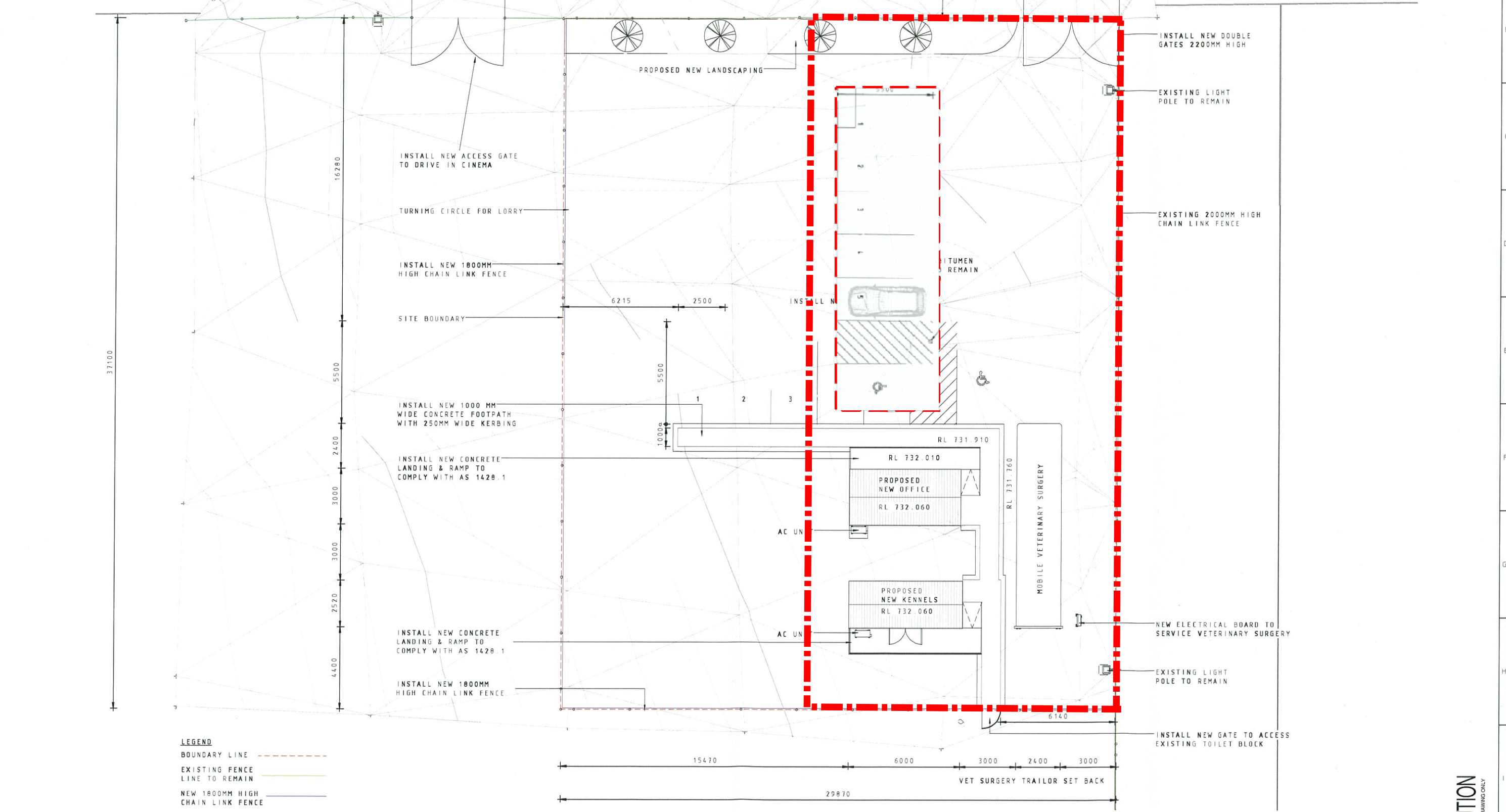
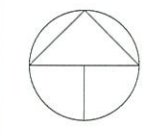
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NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

SHEET SIZE A1 REFERENCES	B-001-28231	COVER PAGE	A	JD	20 02 13	ISSUED CONCEPT TO CLIENT	FD	FD	DRAWN CADDS 21 02 13		TOM PRICE TOM PRICE TOWN NEW VETERINARY SURGERY PROPOSED KENNEL	SCALE AS SHOWN DRAWING NUMBER B-001-28741 PROJECT NUMBER JN11668
	B-001-28238	LOCATION PLAN	B	JD	20 07 13	ISSUED CONCEPT TO CLIENT	FD	FD				
	B-001-28239	SITE PLAN	C	JD	21 02 13	ISSUED CONCEPT TO CLIENT	FD	FD				
	B-001-28240	PROPOSED OFFICE										
	B-001-28242	EXISTING TOILET BLOCK										
	REV	BY	DATE	DESCRIPTION	CKD	APP	REV	BY	DATE	DESCRIPTION	CKD	APP

CADD ARCHITECTURAL DRAFTING
CADD REF: 103108



LEGEND

BOUNDARY LINE	---
EXISTING FENCE LINE TO REMAIN	---
NEW 1800MM HIGH CHAIN LINK FENCE	---

SITE PLAN
SCALE 1:100

NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

REV	BY	DATE	DESCRIPTION	CHKD	APP
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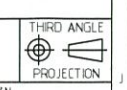
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DRAWN	CADD	21.02.13
TRACED		
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SUPT DRAFT		
PROJ. ENG.	F. DALL	
APPROVED		
APP. FOR CONST.		

RioTinto
TOM PRICE
TOM PRICE TOWN
NEW VETERINARY SURGERY
SITE PLAN

SCALE AS SHOWN	REV
DRAWING NUMBER	C
B-001-28739	
PROJECT NUMBER	JN11668





GUMALA Aboriginal Corporation

ATTACHMENT 13.4 C

Tom Price (Head Office)

1 Stadium Road, Tom Price, WA 6751

Perth (Administration Office)

Level 1, 165 Adelaide Terrace, East Perth WA 6004

P: 1800 486 252 F: (08) 9219 4555

Postal Address: PO Box 3167, East Perth, WA 6892

8 March 2013

The Shire Administrator
Commissioner Ronald Yuryevich

Via Acting Chief Executive Officer
Frank Ludovico
Frank.Ludovico@ashburton.wa.gov.au
PO Box 567
Tom Price
WA, 6765

Dear Sir

**Re: Objection to Planning Application – Proposed Place of Animal Care
(Veterinary Clinic), Lot 842 Jacaranda Drive Tom Price**

On behalf of Gumala Aboriginal Corporation I wish to register an objection to the above proposal (File Ref: TP.ST.0842.000 20130054). As a Key Contributor to the Shire of Ashburton 10 Year Community Strategic Plan, Gumala Aboriginal Corporation has not been consulted or received formal notification regarding the proposed Veterinary Clinic.

The proposal does not meet the objectives of the Shire's Local Planning Policy – Design Guidelines for the Tom Price Centre.

A place of Animal Care is 'Not Permitted' in a Commercial and Civic Zone under the Shire of Ashburton Town Planning Scheme No.7. Gumala Aboriginal Corporation strongly objects to Local Government exercising its discretion by granting Planning Approval contrary to this zoning.

The subject site is of high significance within the Commercial and Civic Zone of the District Scheme. Given this significance, the proposal does not address any of the "Immediate Priorities" for Tom Price outlined in the Shire's 10 Year Community Strategic Plan 2012 – 2022. Objective 03 of the strategic plan identifies the following strategic directions, none of which are addressed by the current proposal:

- Ensure new developments are sensitive to the natural and built environments
- Ensure buildings and landscaping enhance the local character of towns and integrate with the natural environment, with a focus on beautification
- Incorporate social planning and ecological sustainable development principles in planning strategies and policies

The transportable and temporary nature of the proposal is not consistent or complementary to the surrounding structures and physical features. The Design Guidelines for the Tom Price Town Centre Townscape Enhancement Plan are not met:

- The proposed scale, height and orientation of the proposed development within the Town Centre does not combine in such a way that each business or activity is appropriately located in relation to each other. The proposed spaces between buildings are not “attractive, interesting, comfortable or safe”.
- The proposed building is not compatible in scale and form, nor designed appropriately for the Pilbara Climate. The proposed “New Kennels” provide no windows and hence no opportunity for fresh air or natural light; this presents the issue of Animal Cruelty which is also raised as a great concern and as a significant cause for objection to the proposal.

With regard to animal welfare, the ASPCA website (<http://www.aspcapro.org/the-veterinarians-legal-role-in-animal-c.php>) notes the following:

While prosecution of animal cruelty cases is generally considered the exclusive purview of law enforcement, veterinarians who routinely examine and treat sick and injured animals occupy a unique role in the legal process of identifying cruelty and bringing its perpetrators to justice.

Determining the cause, severity and duration of an animal’s injuries (or death)—as well as the extent to which the animal suffered or experienced pain—are important legal elements of a cruelty case. Yet these elements cannot be established without the expertise of the veterinarian who has examined or treated the animal in question. For the veterinarian, this unanticipated status as a critical resource (and often witness) in animal cruelty investigations and prosecutions brings both rewards and frustrations.

I note, in particular to the above, that the Shire has requested “soundproofing” of the kennels “in such a manner that it does not result in a nuisance to neighbours from the use and operation”. Gumala Aboriginal Corporation objects to any approval process being undertaken prior to confirmation by appropriately qualified veterinarians that the proposed kennel does not contravene animal welfare legislation.

Further to these animal welfare issues is the proposed landscaping that not only fails to provide the opportunity for appropriate external exercise for kenneled animals, but also contributes in no way to the strategic aims of the planning scheme or compliments the surrounding parklands/sport grounds. Public spaces around the proposed buildings have not been developed in an integrated and attractive way, with little attention paid to seating, lighting, signage, planting and paving, with no additional effect of clearly defining the scope of the Town Centre, its various activity centres and thoroughfares.

The proposed development has not been designed in a flexible manner to facilitate changes in use, and to ensure that desirable, alternative uses of buildings are prevented by this inappropriate design.

ABN: 93807596843

Accounts: accounts@gumala.com.au

General: gac@gumala.com.au

Website: www.gumala.com.au

ICN: 2744

Chairman: Stephen Peterson

Chief Executive Officer: Steve Mav

Please register Gumala Aboriginal Corporation's formal objection to this proposal that is not consistent with the objectives of local planning policy. Discretionary approval of this proposal by the Shire of Ashburton is unjustified for the reasons outlined above.

Gumala Aboriginal Corporation request that they be represented at any Council Meetings where this matter is being heard and authorizes Mr Grant Divall, Manager Community Development, Gumala Aboriginal Corporation to represent the Corporation on this matter.

0448 887 155

Regards,

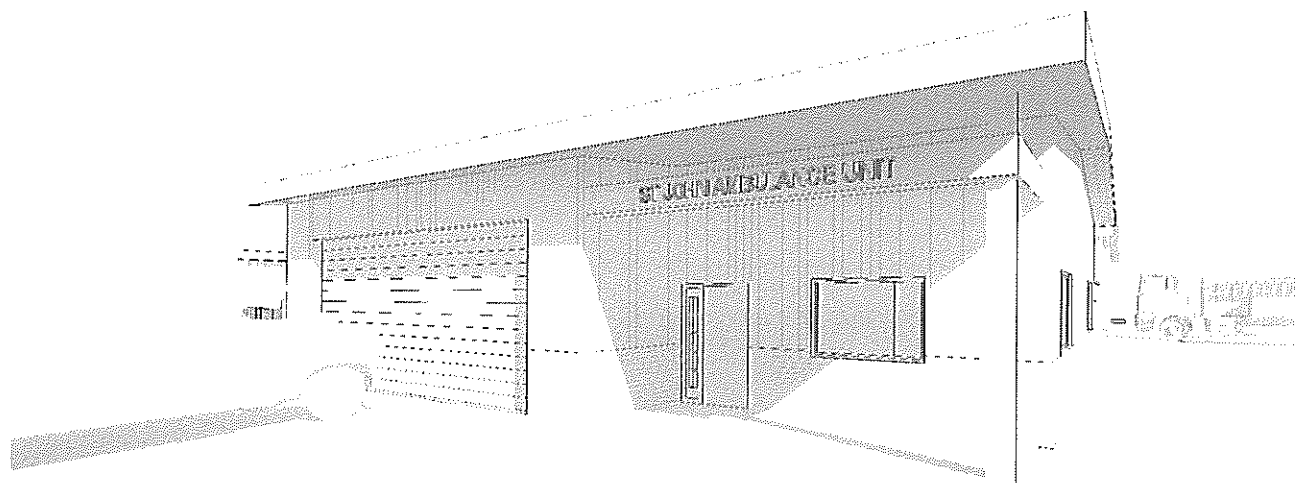
grantdivall@gumala.com.au



Mr Steve Mav
Chief Executive Officer

CADD ARCHITECTURAL DRAFTING

CADD REF NO: 102086



PARABURDOO ST JOHN AMBULANCE UNIT

B-001-28570	COVER SHEET	REV D
B-001-28571	EXISTING SITE PLAN	REV D
B-001-28572	PROPOSED SITE PLAN	REV D
B-001-28573	PROPOSED PLAN & ELEVATIONS	REV D
B-001-28574	PROPOSED PERSPECTIVES	REV D

PROPOSED PERSPECTIVE

SCALE 1:100

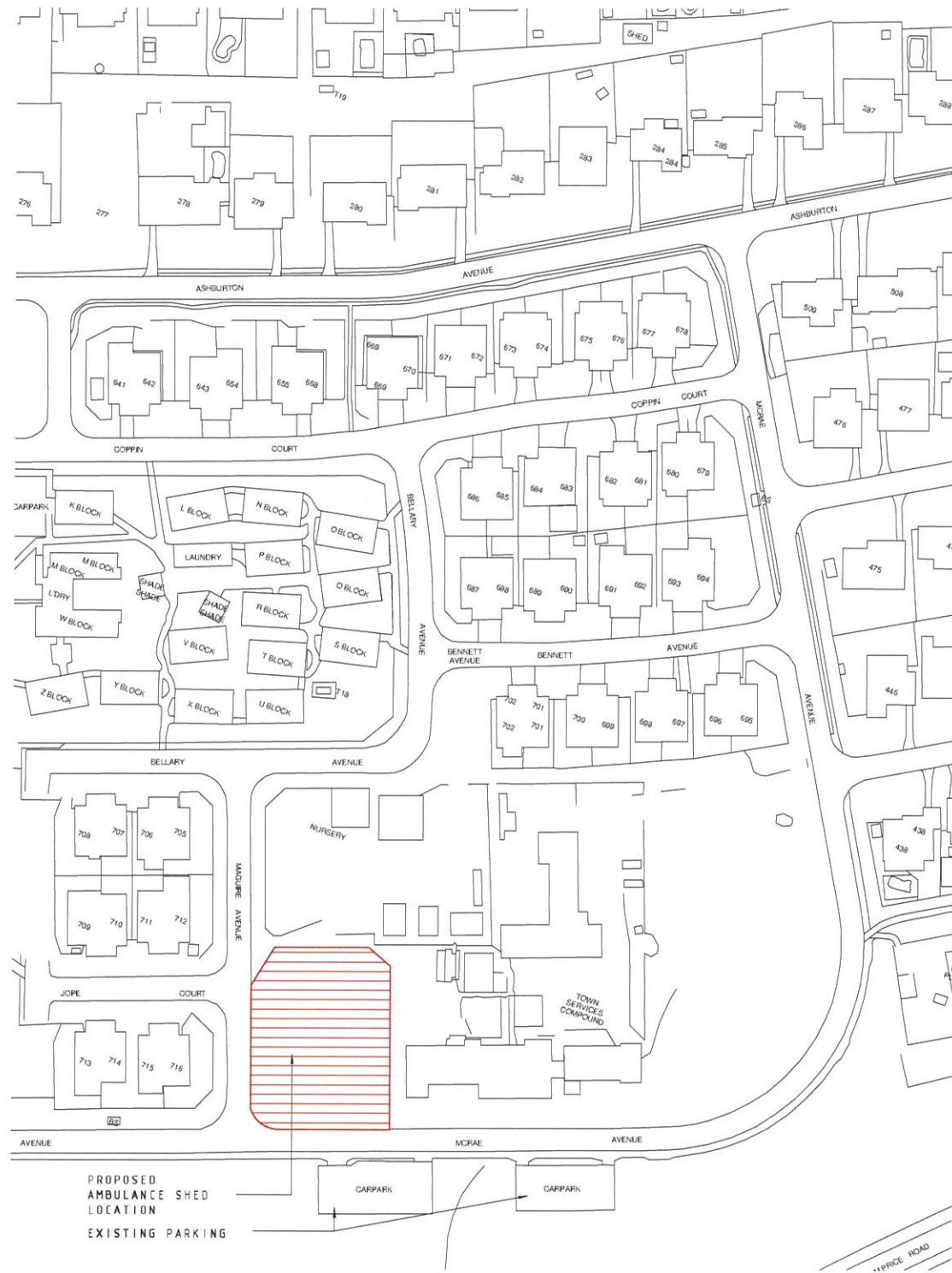
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PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

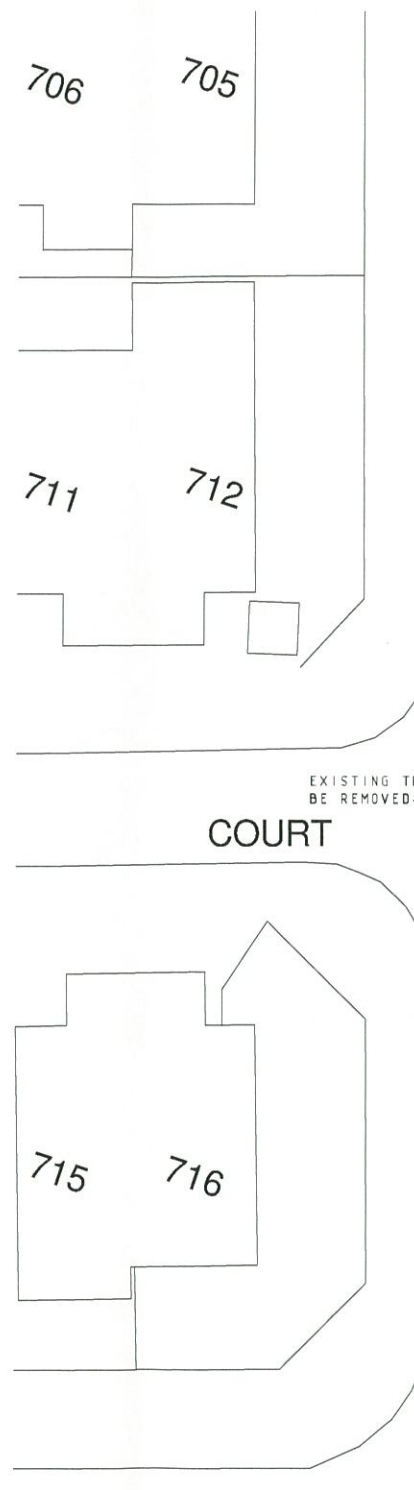
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	B-001-28573	PROPOSED PLAN & ELEVATIONS	C	HH	2.1.13	LAYOUT CHANGED TO MAKE THE STORAGE BIGGER	SM	SM					
	B-001-28574	PROPOSED PERSPECTIVES	D	HH	11.1.13	CARPARK ADDED	SM	SM					
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RioTinto

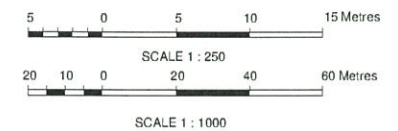
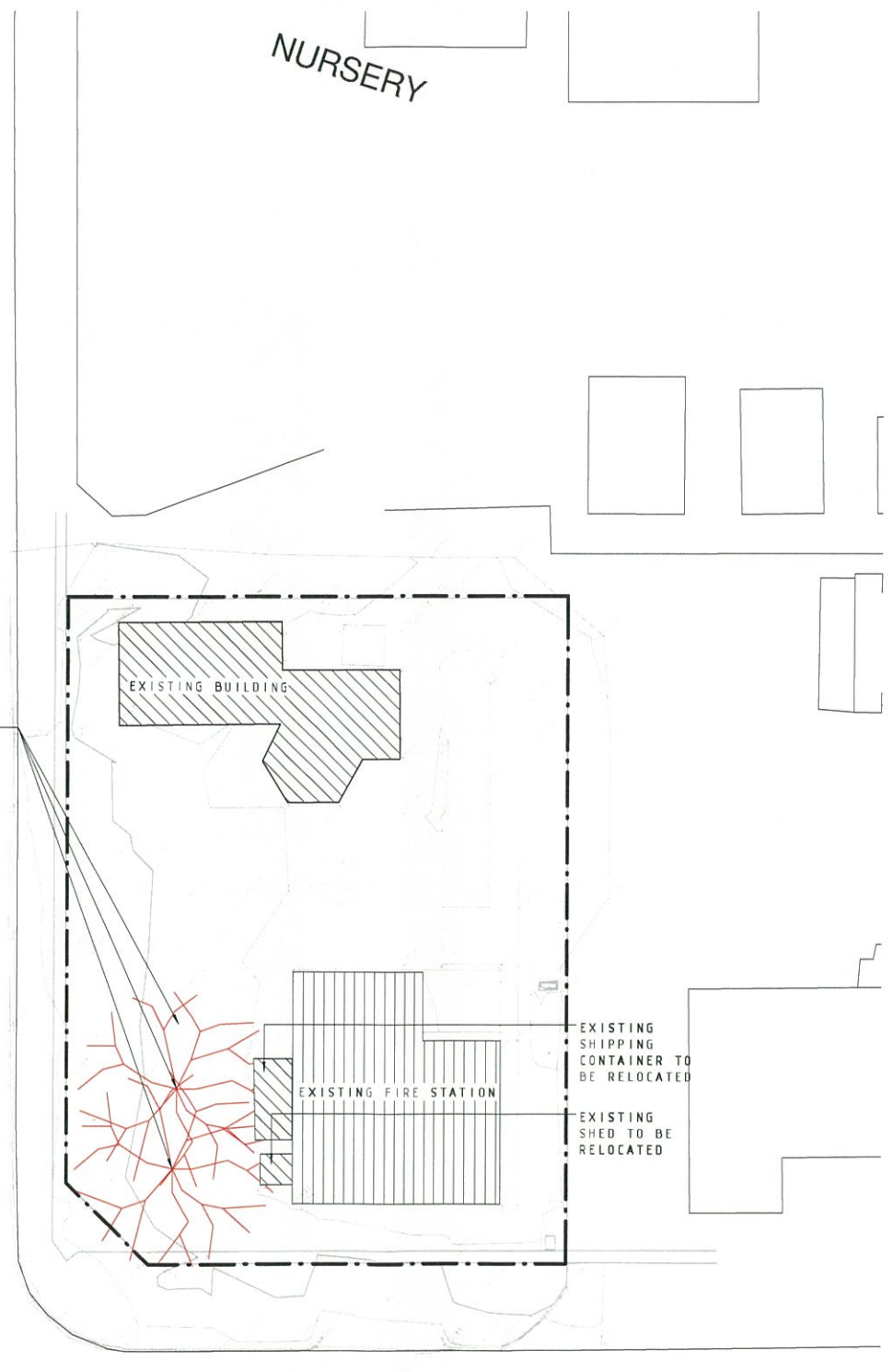
PARABURDOO
PARABURDOO TOWN
ST JOHN'S AMBULANCE UNIT
COVER SHEET



EXISTING SITE PLAN
SCALE 1:1000



EXISTING SITE PLAN
SCALE 1:250



NOT FOR CONSTRUCTION
PRELIMINARY

CAUTION
PROJECT DRAWING ONLY

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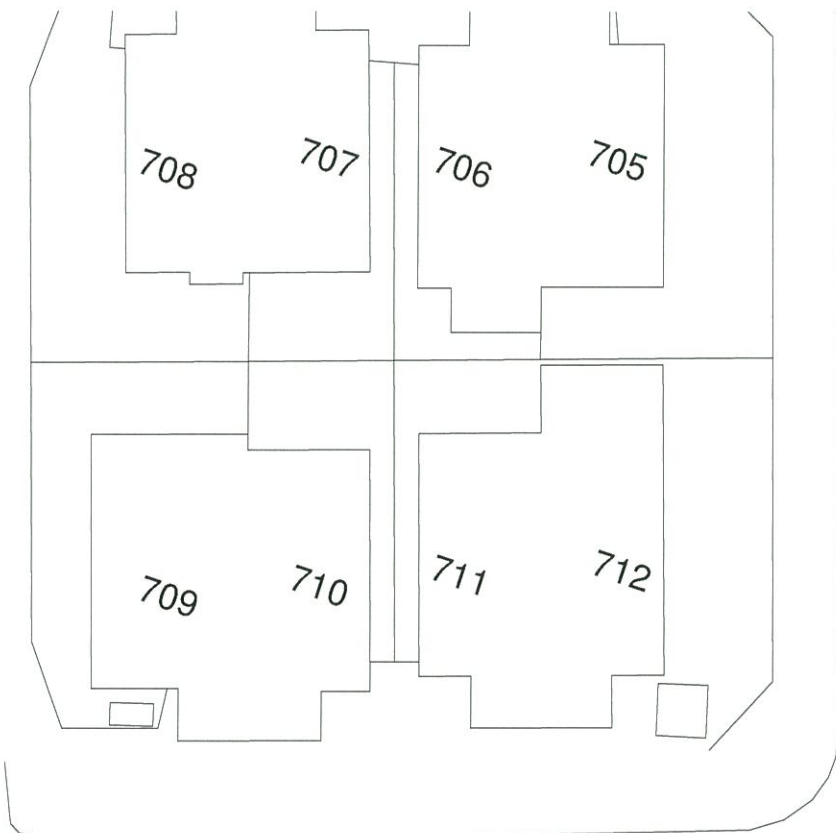
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APPROVED		
APP FOR CONST		

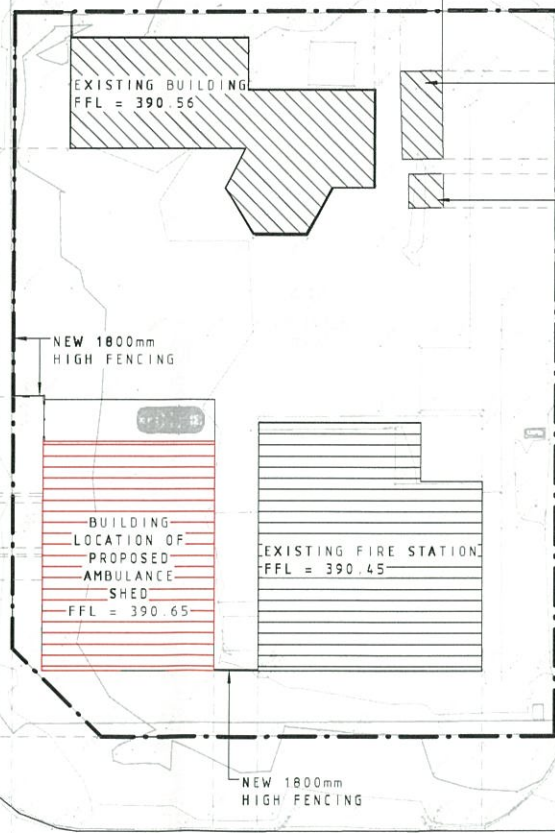
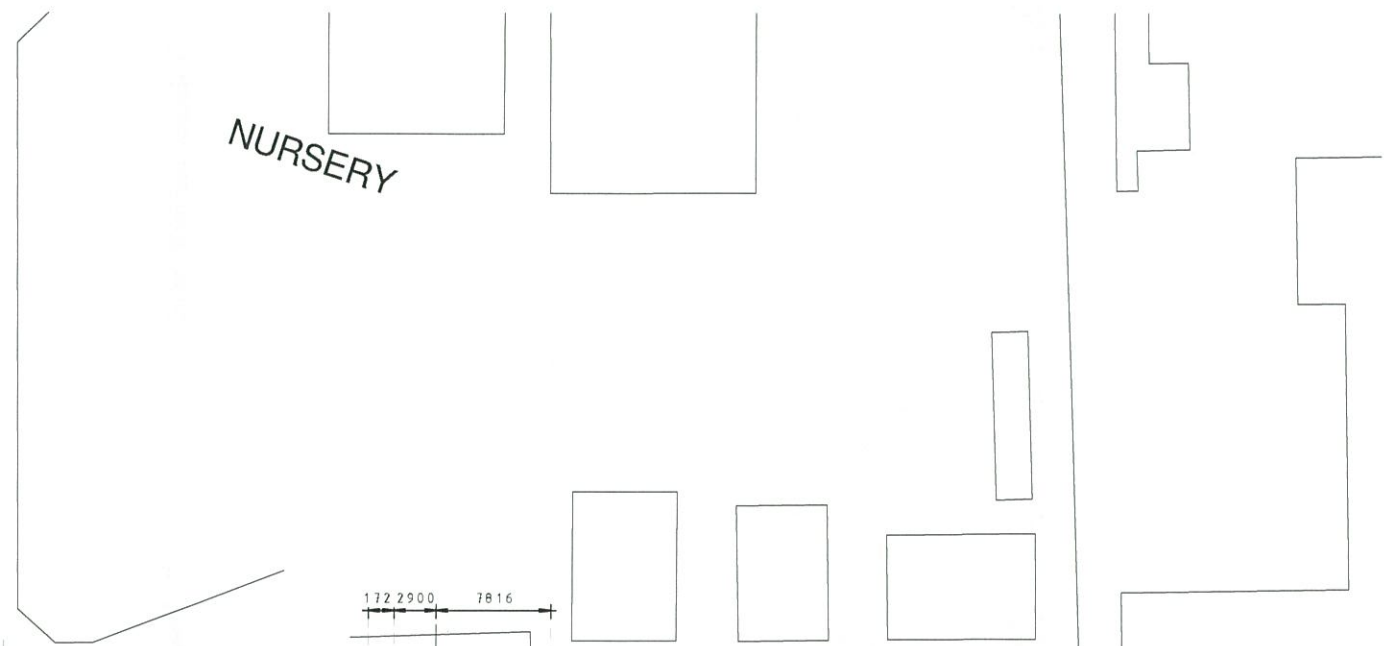
RioTinto
PARABURDOO
PARABURDOO TOWN
ST JOHNS AMBULANCE UNIT
EXISTING SITE PLAN

SCALE VARIES	REV
DRAWING NUMBER	D
B-001-28571	
PROJECT NUMBER	





MAGUIRE AVENUE



2025 11686 3025 15290
PROPOSED AMBULANCE UNIT EXISTING FIRE STATION

PROPOSED SITE PLAN
SCALE 1:250

NOT FOR CONSTRUCTION
PRELIMINARY



CAUTION
PROJECT DRAWING ONLY

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D	HM	11.1.13	CARPARK ADDED	SM	SM

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APPROVED		
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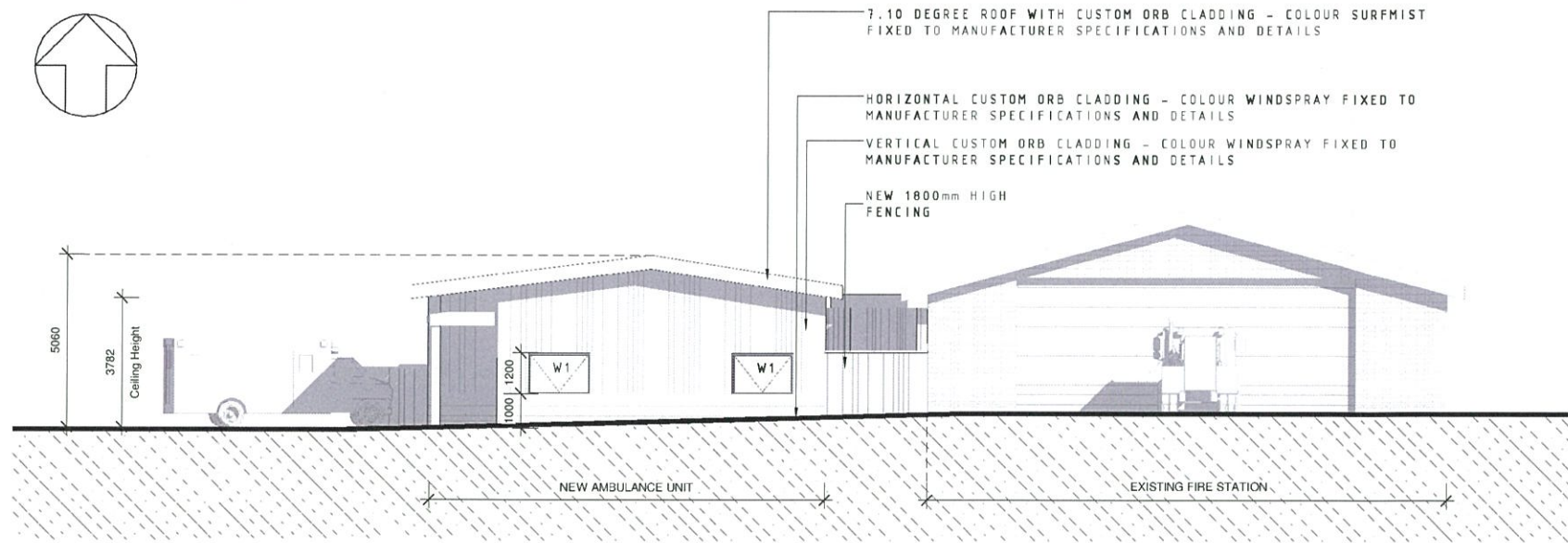
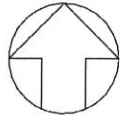
RioTinto

PARABURDOO
PARABURDOO TOWN
ST JOHNS AMBULANCE UNIT
PROPOSED SITE PLAN

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PROJECT NUMBER	

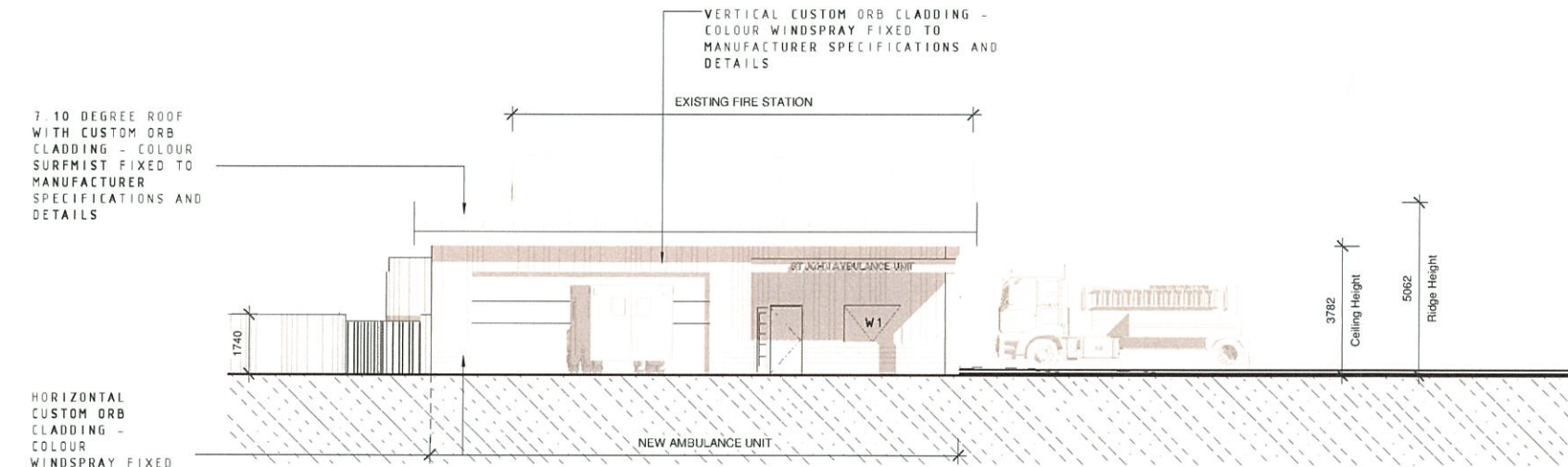


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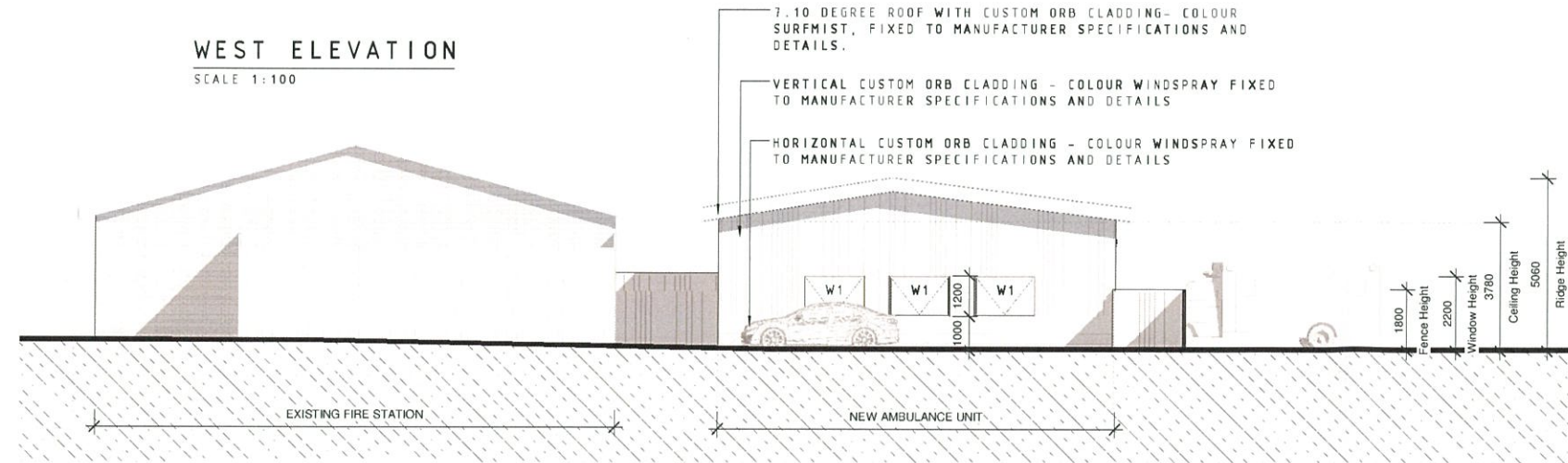
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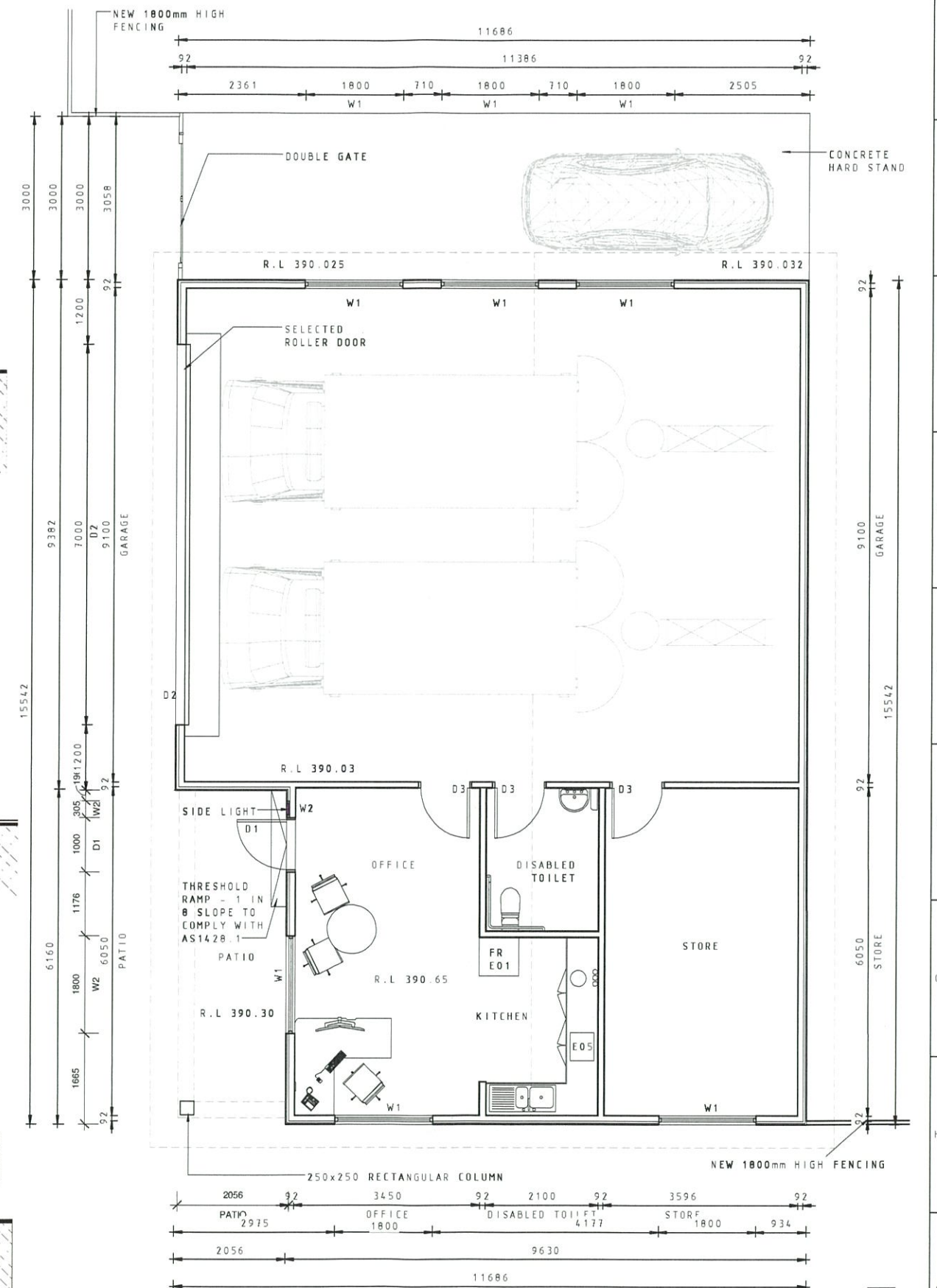
WEST ELEVATION

SCALE 1:100



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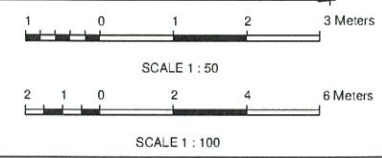
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PROPOSED PLAN

SCALE 1:50

NOT FOR CONSTRUCTION
PRELIMINARY



CAUTION
PROJECT DRAWING ONLY

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3					

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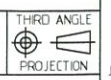
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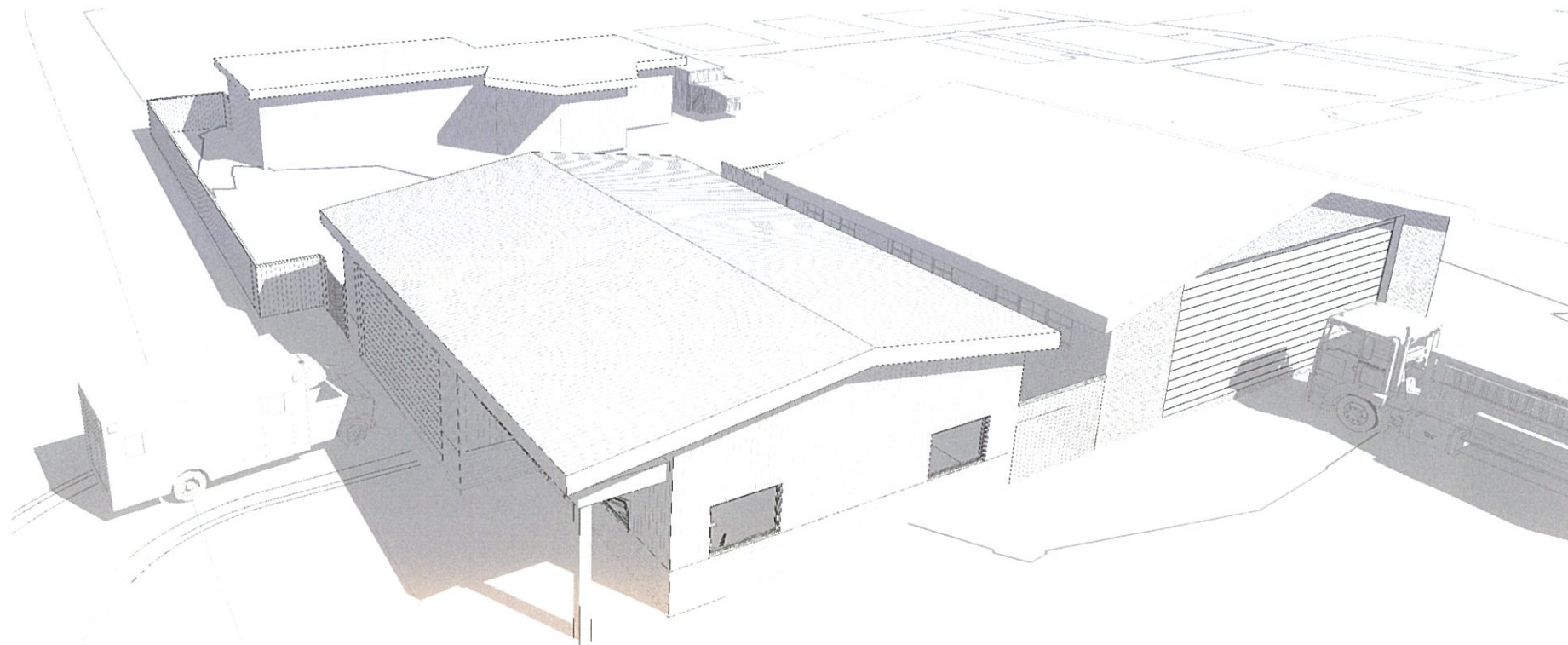
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APPROVED		
APP. FOR CONST.		

RioTinto

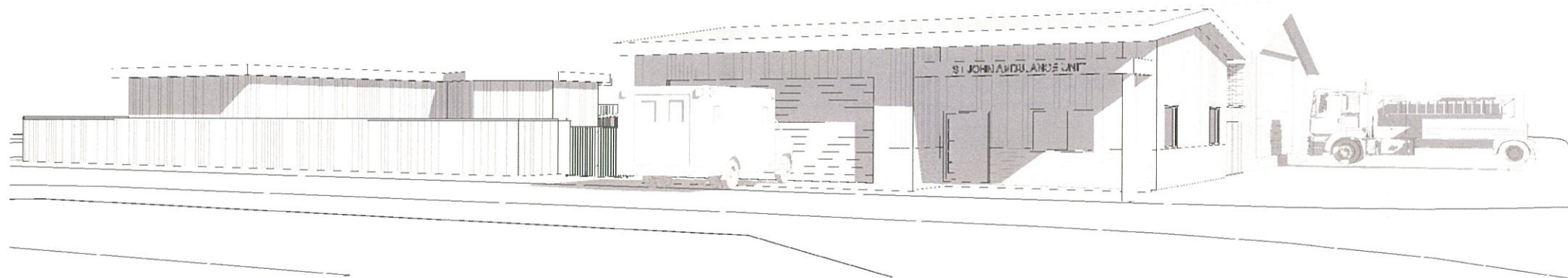
PARABURDOO
PARABURDOO TOWN
ST JOHNS AMBULANCE UNIT
PROPOSED PLAN AND ELEVATIONS

SCALE VARIES	REV
DRAWING NUMBER	D
B-001-28573	
PROJECT NUMBER	





PROPOSED PERSPECTIVE
 SCALE 1:100



PROPOSED PERSPECTIVE
 SCALE 1:100

NOT FOR CONSTRUCTION
PRELIMINARY



CAUTION
 PROJECT DRAWING ONLY

B-001-28570	COVER SHEET
B-001-28571	EXISTING SITE PLAN
B-001-28572	PROPOSED SITE PLAN
B-001-28573	PROPOSED PLAN AND ELEVATIONS

REV	BY	DATE	DESCRIPTION	CHKD	APP
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D	HH	11.1.13	CARPARK ADDED	SM	SM

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PROJ ENGR	S. MOORHEAD	
APPROVED		
APP. FOR CONST.		

RioTinto

PARABURDOO
 PARABURDOO TOWN
 ST JOHNS AMBULANCE UNIT
 PROPOSED PERSPECTIVES

SCALE VARIES	REV
DRAWING NUMBER	D
B-001-28574	
PROJECT NUMBER	



SHEET SIZE A1



DEVELOPMENT APPLICATION

Revision No.: 0

Revision Date: 15 February 2013

NRW PTY LTD

ABN: 69 828 799 317

181 Great Eastern Highway, Belmont, Western Australia 6104

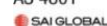
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Tel +61 (0)8 9232 4200 Fax +61 (0)8 9358 5515

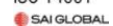
Web www.nrw.com.au



Health &
Safety
AS 4801



Environment
ISO 14001



Quality
ISO 9001



Rev No: 0
Rev Date: 15.02.13

Development Application



Revision History

Rev No	Rev Date	Rev Details	Author	Reviewed	Approved
0	15.12.13	Issued for Approval	JC	JC	AD



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1.0 EXECUTIVE SUMMARY

NRW, along with the operators of the Tom Price Tourist Park, are seeking approval for the vegetation clearing and placement of temporary mobile accommodation units within the boundary of the Tourist Park.

This document summarises the information, as requested by the Shire of Ashburton Planning Department, which is required for an assessment of this application.

2.0 PROPOSED DEVELOPMENT

This Tom Price Tourist Park currently has existing bays used for caravan placement and camping as shown in Appendix 1: Site Plan. Additional bays, within the lease boundary are the subject of this request.

It is proposed that mobile accommodation caravans be utilised for the housing of up to 88 personnel.

The proposed area is approximately 6,900m².

Clearing of native scrub and some minor levelling of the proposed area (to make the area safe) would be required.

2.1 Summary of Accommodation Units

This proposal includes the installation of the following mobile units:

- 22 No. Four person accommodation units with ensuites,
- 2 Kitchen units,
- 2 Dining area units,
- 2 Laundry units,
- 2 Site office units to be used as storage lockers,

These units are trailer mounted as shown in the following figure.



Figure 1: Existing 40 Man Village Using Mobile Accommodation Units at Paraburdoo for Rio Tinto.

2.2 Summary of Utilities

The following utilities would also be supplied and installed to service the mobile units.

- Potable water tank and fresh water pump,
- Waste treatment system with transfer pumps, and
- Power generators.

2.3 Access to the Accommodation Area

The existing Tourist Park entrance road would be utilised for access to the proposed accommodation area as shown in Appendix 1: Site Plan.

Signage at the start of the driveway (at the intersection of the Tourist Park access road) could be installed to advise Tourist Park inhabitants and road users of the NRW accommodation area. Wording would be in accordance with the Shire of Ashburton's requirements.

2.4 Length of Stay

It is proposed that these units remain in the place for up to 12 months.

The establishment date, in order for this project to be a viable option is late April 2013. All relevant approvals would need to be granted six weeks prior to ensure an adequate procurement period of the accommodation units.

3.0 DETAILS OF THE MOBILE UNITS

The accommodation units which are currently proposed are wheel mounted caravan units supplied by Mobile Camps Australia (or similar). Floor plans are included in Appendix 3.



Figure 2: Internal Sleeping Area and External Facade

3.1 Mobility of Units

All accommodation, kitchen, laundry and dining units will be wheel mounted and maintained in such condition so that they could be moved within 24 hours of any services attached to it being disconnected.

Likewise, the generator sets and waste treatment equipment could also be mobilised, via truck, at short notice.

4.0 DETAILS OF SERVICES

4.1 Water Supply

It is proposed that the water supply for the accommodation, kitchen and laundry units be via the mains supply to the Tourist Park. NRW have allowed for the installation of pumps, freshwater storage tank and buried piping for distribution of water.

The storage tank will ensure continuity of supply for the remainder of the Tourist Park inhabitants so as to protect all users from the effect of peak usage periods.

4.2 Power Supply

Two 350kVa generators will be supplied so as not to place undue demand on the existing power supply to the Tourist Park. These generators will be fenced off and the distance between the generators and the other Tourist Park inhabitants is adequate to minimise disruption from noise.



5.0 WASTE MANAGEMENT

5.1 Effluent Waste

Waste treatment equipment will be installed on site as follows:

- 2 No. Trickle Tower Bio-filter Waste Water Treatment Plants,
- Associated transfer pumps, and
- Buried piping (or above ground if the Shire prefers).

The residual sludge matter produced will be pumped out and disposed off-site by a Licenced Waste Contractor located in Tom Price.

The treated outflow will be diverted to the existing settlement pond. It is our understanding that the settlement pond currently services a peak of 200 people and generally does not rise above a quarter of its capacity. It is anticipated that the additional 88 people of this accommodation proposal will be well within the capacity of the pond.

Should this not be the case, NRW will install an irrigation field following the acquiring of relevant approvals from the Shire of Ashburton.

5.2 Pest and Mosquito Management

The Tourist Park operators currently bait the settlement pond and surrounding areas for pests and mosquitos on a regular basis. The frequency is determined by the seasons with regular inspections and is generally four to six week baitings during the winter periods when mosquito populations are highest.

The weeds surrounding the settlement ponds are also sprayed to reduce potential for mosquito breeding in the weeded areas.

5.3 General Refuse

A local Tom Price Contractor will be utilised for the provision and regular removal of covered skip bins for all general refuse. All bins will be sealed so as not to attract vermin.

6.0 COST SUMMARY

The cost of this development is estimated as follows:



Item	Cost
Value of mobile units (30 units @ \$80,000 per unit)	\$2,400,000
Waste Treatment Equipment	\$ 190,450
Electrical installation to generators	\$ 10,200
Generator hire	\$ 159,500
Earthworks and clearing	\$ 21,000
Pipework and tie in for water supply to mains	\$ 198,000
Fencing	\$ 35,000
TOTAL COST	\$3,014,150

7.0 SUMMARY OF APPROVALS

It is our understanding that the following approvals are required prior to the establishment of the accommodation area:

Type	Approval Body	Description of Approval
Planning Approval	Shire of Ashburton	Approval to open more caravan lots. Council approval for waste treatment plant.
Waste Treatment Approval	Department of Health	Approval for waste treatment plant.
Clearing Approval	Department of Environment and Conservation	Approval to clear scrub.

8.0 ESTABLISHMENT OF ACCOMMODATION AREA

Following the receipt of the necessary approvals, the accommodation units would be ordered to commence the 4-6 week lead time prior to arrival on site.

8.1 Clearing and Fire Protection

During this procurement period, the accommodation area would be surveyed to define to approved boundary and clearing of the area could commence. The removed topsoil and scrub can be stockpiled on site or hauled to another location in accordance with the approval of the Department of Environment and Conservation.

Fire Breaks will be installed in accordance with the requirements of the Shire of Ashburton and Department of Environment and Conservation.

Windrows of 500mm high would be installed around the perimeter of the proposed area to prevent vehicular access outside the approved boundary.



9.0 RISK ASSESSMENT

A risk assessment has been carried out by NRW in consolidation with Arther Drage of the Tourist Park with the appropriate controls integrated into this management plan. Please refer Appendix 4 for a copy of this risk assessment.



10.0 APPENDICES

Rev No: 0
Rev Date: 15.02.13

Development Application



APPENDIX 1 – SITE PLAN

Rev No: 0
Rev Date: 15.02.13

Development Application



APPENDIX 2 – GENERAL ARRANGEMENT

Rev No: 0
Rev Date: 15.02.13

Development Application



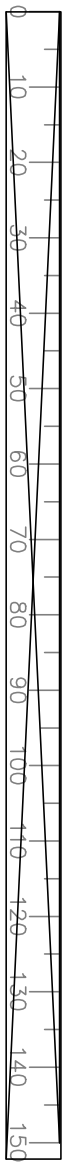
APPENDIX 3 – FLOOR PLANS OF MOBILE UNITS



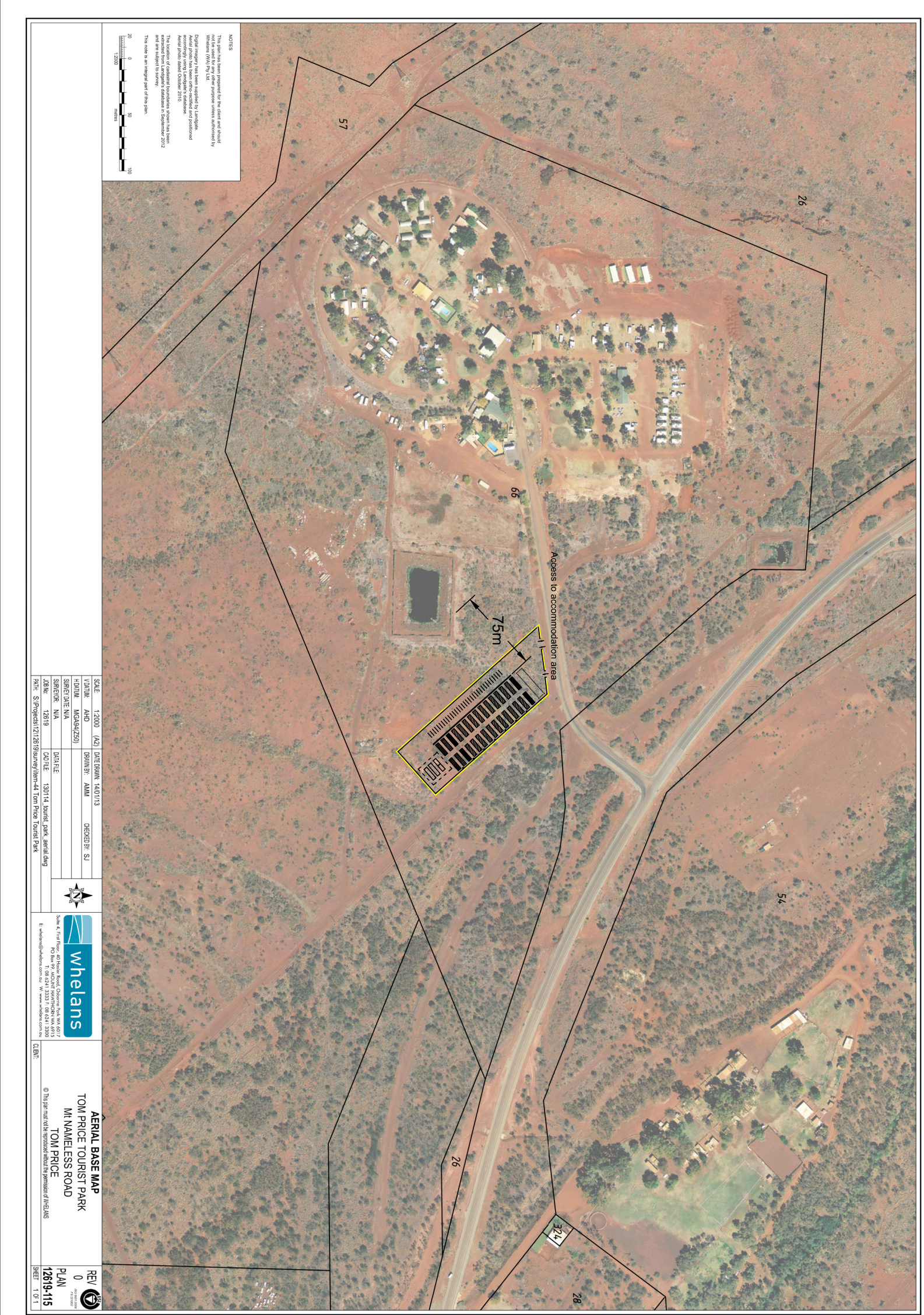
APPENDIX 4 – RISK ASSESSMENT

RISK ASSESSMENT – ACCOMMODATION UNITS SET UP AND OPERATIONAL PHASES

HAZARD AND RISK	CONTROL
Member of public/tourist wandering into camp area and suffering injury.	Area to be signed as No Entry. Waste Treatment units and generator sets to be fenced and locked to prevent access from unauthorised personnel.
Interaction between pedestrian and NRW vehicles.	All driveways to be as per General Arrangement Drawing with no access for vehicles outside of nominated driveways. All parking to be 'drive through' to eliminate the potential for reversing incidents.
NRW vehicle driving outside of approved boundary.	All driveways and parking areas to have 500mm high windrow installed to prevent access outside of approved boundary.
Noise from vehicular movements at start of shift (early) causing disruption to other Tourist Park Occupants.	The proposed accommodation area has been positioned at a far corner of the property with the nearest neighbouring occupants approximately 220m from the parking area. Drive though parking will be implemented to eliminate reversing (and noise from reversing beacons).
Caravan Units in vicinity of Settlement Pond	The proposed area has been selected
Increased traffic to main Tourist Park Driveway	The access driveway for the proposed accommodation area is separate from the other camping areas within the Tourist Park.



DO NOT SCALE THIS DRAWING - IF IN DOUBT ASK.



NOTES
 This drawing has been prepared by the client and should not be used for any other purpose without the written consent of Whelans Pty Ltd.
 Digital imagery has been supplied by Landgate, Western Australia. The imagery is not a true representation of the site and should not be used for any other purpose without the written consent of Whelans Pty Ltd.
 The location of existing boundaries shown on this plan and are subject to survey. Boundaries are indicated by dashed lines.
 This note is an integral part of the plan.

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HEALTH	MG&H/250	CHECKED BY	SI
SIGNATURE	N/A	DATE	13/01/14
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Path: S:\projects\1212619\9auney\am-44 Tom Price Tourist Park			



AERIAL BASE MAP
 TOM PRICE TOURIST PARK
 MT NAMELESS ROAD
 TOM PRICE

REV: 0
 PLAN
 12619-115
 SHEET 1 OF 1

ISSUE	DESCRIPTION OF CHANGE	BY	DATE	APPROVED	DRAWING No.	REFERENCE DRAWINGS
2	Dimension and access shown	JC	15.02.13			
1	New location Proposed	JC	14.02.13			
0	Issued for Review	JC	06.02.13			

APPROVED BY	SIGNED	DATE
NAME		
TITLE		

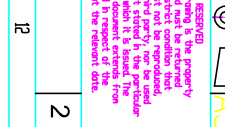
COMPANY	SIGNED	DATE
NAME		
SIGNED		
DATE		

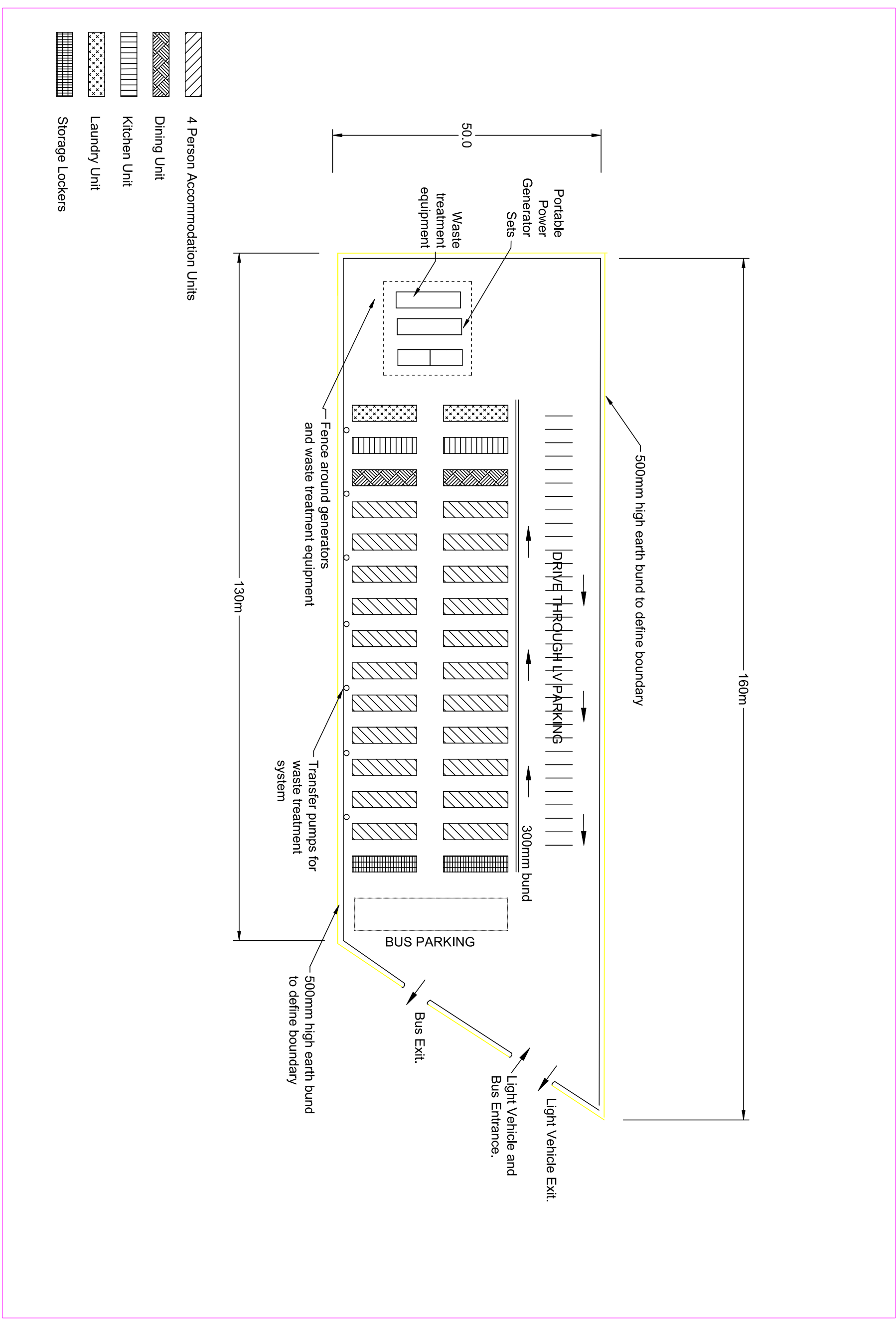
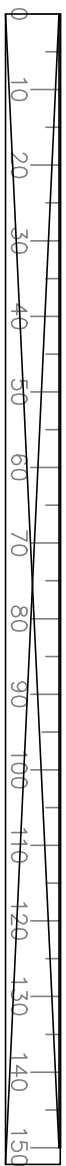
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SCALE	DRAWN	DATE	CHECKED
	JC	06.02.13	

TOM PRICE VILLAGE
CARAVAN LOT PROPOSAL
SITE PLAN

DRG.NO. A1





ISSUE	DESCRIPTION OF CHANGE	BY	DATE	APPROVED	DRAWING No.	REFERENCE DRAWINGS
0	Issued for Review	JC	06.02.13			
B	New Location	JC	14.02.13			

APPROVED BY	SIGNED	DATE	COMPANY
NAME			NAME
TITLE			SIGNED
			DATE

THIS DRAWING HAS BEEN REVIEWED AND IS APPROVED FOR CONSTRUCTION

SCALE	DATE	CHECKED
	14.02.13	

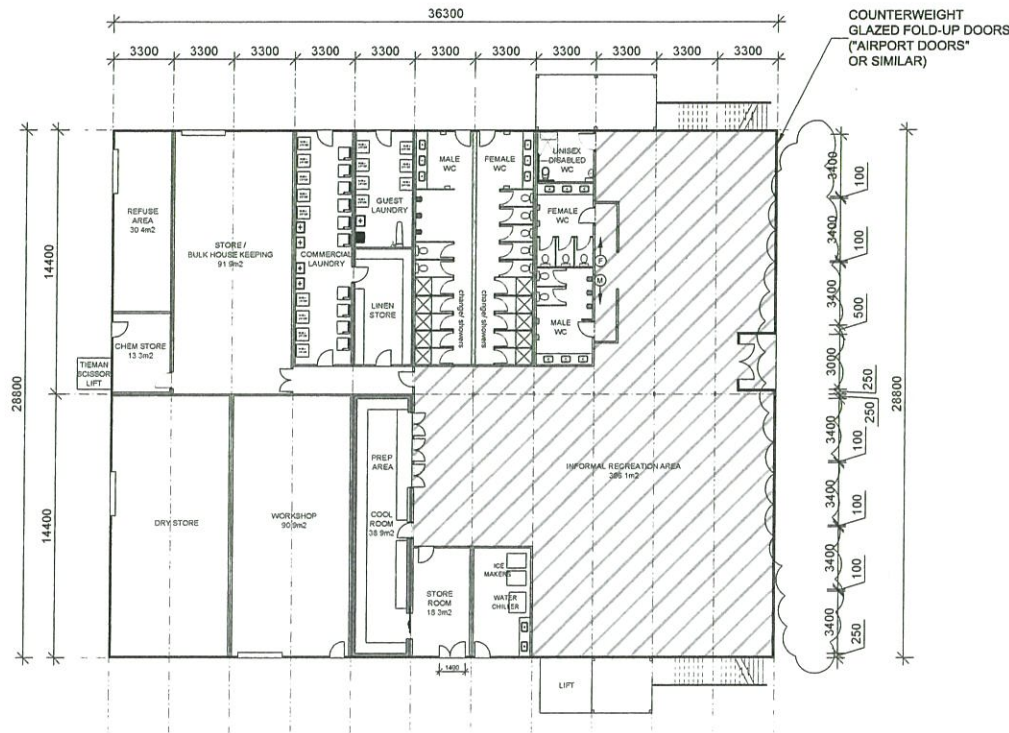
TOM PRICE VILLAGE
ADDITIONAL LOT PROPOSAL
GENERAL ARRANGEMENT

Approved by: [Signature] Date: 14.02.13

Scale: A2

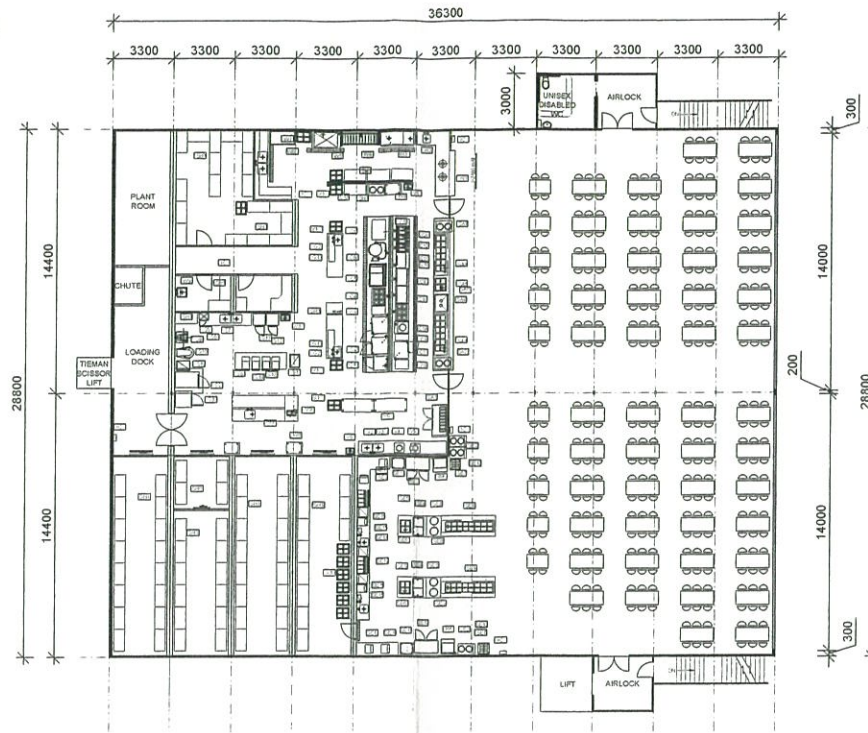
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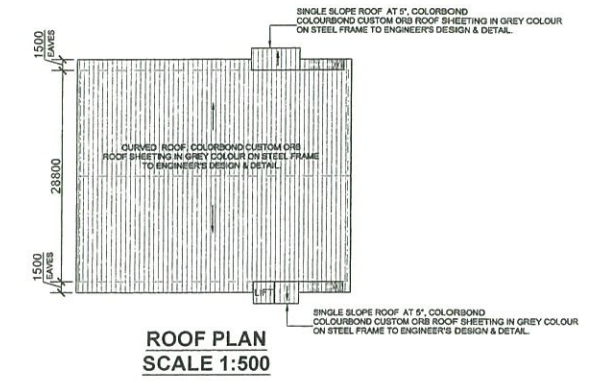
GROUND LEVEL FLOOR PLAN
SCALE 1:200

TEMPORARY OCCUPATION OF THE UNDERCROFT

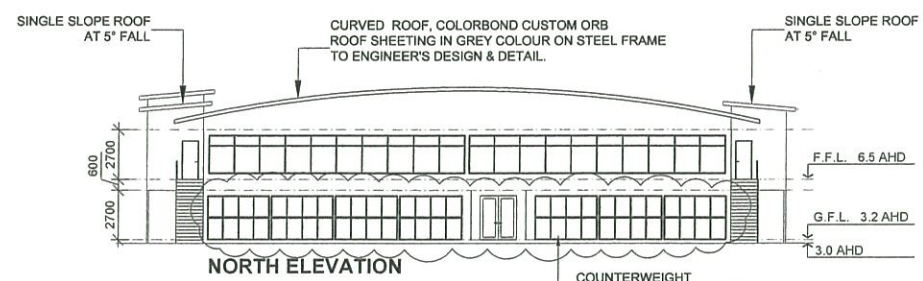


UPPER LEVEL FLOOR PLAN
SCALE 1:200

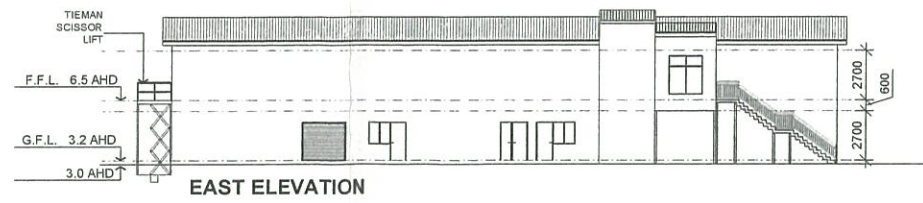
SCHEDULE	
VEGETABLES PREP	ICE MACHINES
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V2 PREP BENCH	S1 COLD DISPLAY AIR OVER
V3 PREP BENCH	S2 WARM DISPLAY AIR OVER
V4 FOOD PROCESSOR	S3 ICE CREAM LAGER
V5 FOOD PROCESSOR	S4 ICE CREAM LAGER
V6 FOOD PROCESSOR	S5 ICE CREAM LAGER
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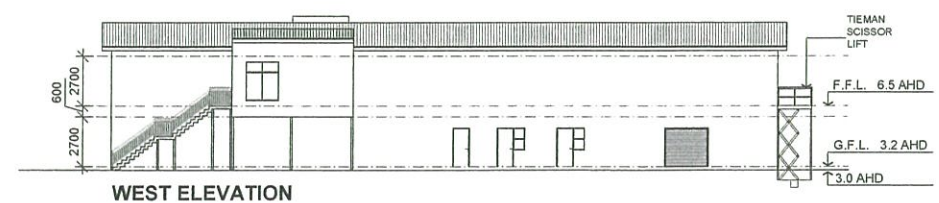
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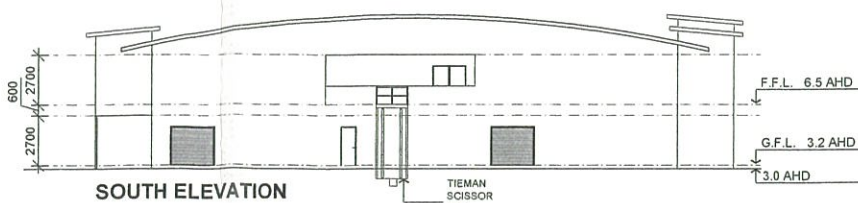
NORTH ELEVATION



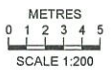
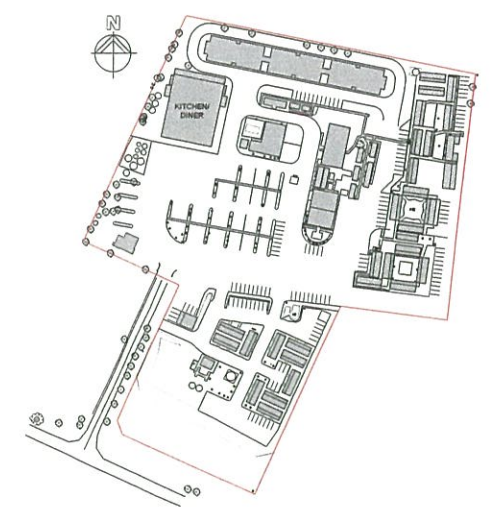
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION





LAWTON
L A W Y E R S

Gary Hamilton Lawton LLB
Asc: Thomas Chin LLB (Hons)
Level 5, Irwin Chambers
16 Irwin Street
Perth Western Australia 6000

Telephone (08) 9325 1199

Facsimile (08) 9325 1899

lawyer@lawtonlawyers.com.au

Our Ref: GL:13029

13 February 2013

Your Ref:

BY REGISTERED POST

Mr Frank Ludovico
Acting Chief Executive Officer
Shire of Ashburton
PO Box 567
TOM PRICE WA 6751

SHIRE OF ASHBURTON	
Rec No:	1318003
20 FEB 2013	
File:	AD.MI
Officer:	PTP

DOCS

Dear Sir

RE: APPLICATION FOR MISCELLANEOUS LICENCES L08/109, L08/110, L08/111 AND L08/112 BY YARRI MINING PTY LTD

Enclosed herewith, by way of service, please find a copy of the following Miscellaneous Licences:

1. L08/109
2. L08/110
3. L08/111
4. L08/112

Yours faithfully
Lawton Lawyers

Per:

G H Lawton

Encl.

FORM 21

WESTERN AUSTRALIA
Mining Act 1976
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

- (a) Type of tenement
- (b) Time & Date marked out (where applicable)
- (c) Mineral Field

(a) Miscellaneous Licence for the purpose of a road, pipeline, powerline, conveyor system	No. 08 / 109
(b) a.m./p.m. / /	(c) Ashburton Mineral Field

- APPLICANT:
For each applicant:
- (d) Full name and ACN/ABN No.
 - (e) Address
 - (f) No. of shares
 - (g) Total No. of shares

(d) & (e) YARRI MINING PTY LTD (ACN 34 120 304 261) c/- Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000	(f) shares 100
(g) total 100	

- DESCRIPTION OF GROUND APPLIED FOR:
(For Exploration Licences see Note 1.
For other Licences see Note 2.
For all Licences see Note 3.)
- (h) Locality
 - (i) Datum Peg
 - (j) Boundaries

(h) Onslow (i) GDA94	
(j) Datum Situated at 7606989.185 mN 303006.156 mE	
then to 7605458.848 mN 303643.220 mE	
then to 7605458.847 mN 303859.237 mE	
then to 7607062.421 mN 303192.341 mE	
then to 7606989.185 mN 303006.156 mE	
Identical to G 7 SA	
(k) 33.8990 ha	

- (k) Area (ha or km²)
- (l) Signature of applicant or agent (if agent, state full name and address)

(l) *Lawton Lawyers* Date: 11 February 2013
Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000

OFFICIAL USE

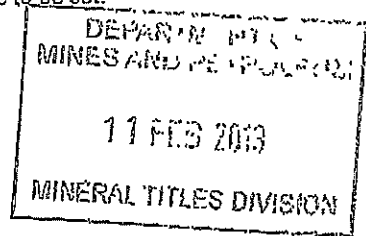
A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 18 day of March 20 13. (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 3:55 a.m. / p.m. on 11:02 20 13 with fees of

Application \$ 431.05
Rent \$ 464.10
TOTAL \$ 895.15

P. Walker
Mining Registrar
REC-06-120428



NOTES

- Note 1: EXPLORATION LICENCE
(i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
(ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).
- Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE
(i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.
- Note 3: GROUND AVAILABILITY
(i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
(ii) The following action should be taken to ascertain ground availability:
(a) public plan search; (b) register search; (c) ground inspection.
- Note 4: ALL APPLICATIONS OVER PRIVATE LAND
The period for lodgment of an objection is within 21 days of service of this notice, or the date noted above for lodgment whichever is the longer period.

FORM 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

- (a) Type of tenement
- (b) Time & Date marked out (where applicable)
- (c) Mineral Field

(a) Miscellaneous Licence for the purpose of a road, pipeline, powerline, a storage or transport facility for minerals
No. 08 / 110

(b) a.m./p.m. / / (c) Ashburton Mineral Field

- APPLICANT:
For each applicant:
- (d) Full name and ACN/ABN No.
 - (e) Address
 - (f) No. of shares
 - (g) Total No. of shares

(d) & (e)	(f) shares
YARRI MINING PTY LTD (ACN 34 120 304 261)	100
c/- Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000	
(g) total 100	

- DESCRIPTION OF GROUND APPLIED FOR:
(For Exploration Licences see Note 1.
For other Licences see Note 2.
For all Licences see Note 3.)
- (h) Locality
 - (i) Datum Peg
 - (j) Boundaries

(h) Onslow
(i) GDA94

(j) Datum Situated at 7605458.845 mN 304176.263 mE
then to 7605458.848 mN 303643.220 mE
then to 7603835.030 mN 302549.323 mE
then to 7603835.019 mN 303410.188 mE
then to 7603835.033 mN 303615.208 mE
then to 7603835.035 mN 303783.320 mE
then to 7604562.786 mN 304176.268 mE
then to 7605458.845 mN 304176.263 mE
Identical to G 8 SA

- (k) Area (ha or km²)
- (l) Signature of applicant or agent, state full name and address

(k) 161.0733 ha
(l) *[Signature]*
Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA. 6000

Date: 11 February 2013

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 18 day of MARCH 2013. (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

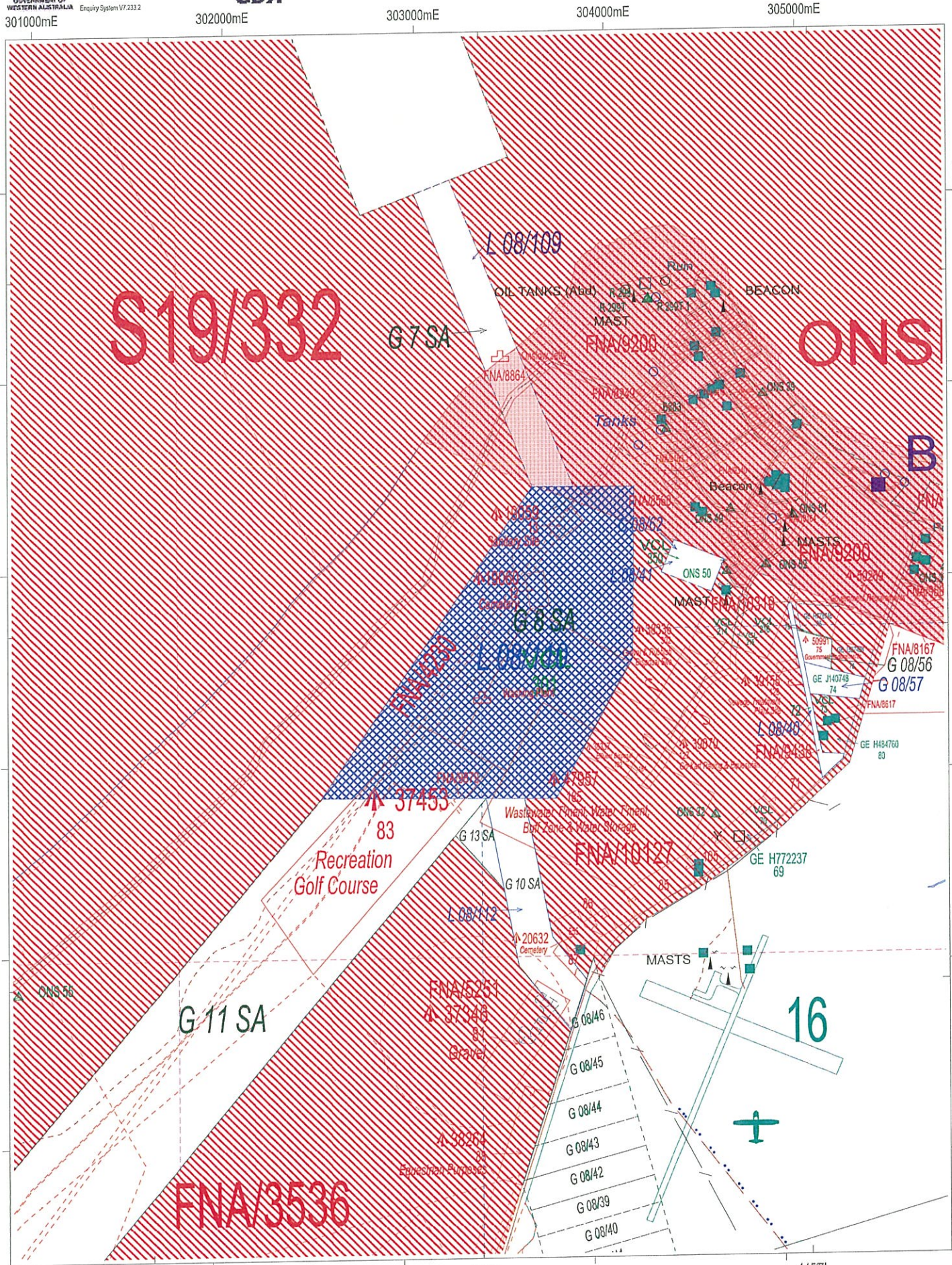
Received at 3.55 a.m. / p.m. on 11.2.2013 with fees of

Application \$ 431.05
Rent \$ 2,211.30
TOTAL \$ 2,642.35

[Signature]
Mining Registrar
REC# 06-120428

NOTES

- Note 1: EXPLORATION LICENCE
(i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
(ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).
- Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE
(i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.
- Note 3: GROUND AVAILABILITY
(i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
(ii) The following action should be taken to ascertain ground availability:
(a) public register search (b) register search (c) ground inspection.
- DEPT MINES & PETROLEUM
DEPT MINES & PETROLEUM
11 FEB. 2013 16:36
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE
NO. 951919



S19/332

ONS

G7 SA

G8 SA

G11 SA

FNA/3536

Recreation Golf Course

Wastewater Treatment Plant

Water Storage

20632 Cemetery

16

1155'

1155'

1157'

Scale: 1:25,000



FORM 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 68, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Miscellaneous Licence for the purpose of a pipeline, powerline, a conveyor system and jetty		No. 08 / / / /
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /	(c) Ashburton Mineral Field	
(c) Mineral Field			(f) shares 100
APPLICANT: For each applicant:	(d) & (e) YARRI MINING PTY LTD (ACN 34 120 304 261) c/- Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000		
(d) Full name and ACN/ABN No.			
(e) Address			
(f) No. of shares			
(g) Total No. of shares			(g) total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) Onslow (i) GDA94		
(n) Locality			
(o) Datum Peg			
(p) Boundaries	(j) Datum Situated at 7606879.855 mN 302728.213 mE then to 7617191.190 mN 298670.244 mE then to 7617494.998 mN 299442.722 mE then to 7607183.704 mN 303500.675 mE then to 7606879.855 mN 302728.213 mE Identical to G 9 SA		
(k) Area (ha or km ²)	(k) 919.8107 ha		
(l) Signature of applicant or agent (state full name and address)	(l) <i>Lawton Lawyers</i> Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000		Date: 11 February 2013

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 18 day of MARCH 2013. (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 3:55 a.m. / p.m. on 11:2 2013 with fees of ...

Application \$ 431.05
Rent \$ 12,558.00
TOTAL \$ 12,989.05

P. V. HOLLAND
Mining Registrar
REC# 06-120425

NOTES

- Note 1: EXPLORATION LICENCE
(i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (b), (i), (j) and (k) above.
(ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).
- Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE
(i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.
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(i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
(ii) The following action should be taken to ascertain ground availability:
(a) public map search; (b) register search; (c) ground inspection.
- DEPT MINES & PETROLEUM
11 FEB. 2013 16:37
NO. 951919
ALL RIGHTS RESERVED
objection is within 21 days of service of this notice, or



295000mE

300000mE

305000mE

310000mE

E 08/1896

L 12

L/4 R1

EP 424

357 R3

INDIAN OCEAN

48859
450
Harbour Purposes

EP 11

51074
400
Port Purposes

FNA/8542

FNA/8521

S19/332

ONSLOW

Bindi Bindi Community

FNA/8528

19291

FNA/6244

FNA/8530

FNA/8221

305

VCL

VCL

VCL

VCL

VCL

115° 115' 1152' 1153' 1154' 1155' 1156' 1157' 1158' 1159' 11510'

Scale: 1:100,000

Departmental Use Only

0.0 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0km

7625000mN

7620000mN

7615000mN

7610000mN

7605000mN

7600000mN

FORM 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

- (a) Type of tenement
- (b) Time & Date marked out (where applicable)
- (c) Mineral Field

(a) Miscellaneous Licence for the purpose of a powerline, pipeline, road No. 08 / 112

(b) a.m./p.m. / / (c) Ashburton Mineral Field

APPLICANT:

- (d) Full name and ACN/ABN No.
- (e) Address
- (f) No. of shares
- (g) Total No. of shares

(d) & (e)	(f) shares
YARRI MINING PTY LTD (ACN 34 120 304 261)	100
c/- Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000	
(g) total 100	

DESCRIPTION OF GROUND APPLIED FOR:

- (For Exploration Licences see Note 1.
- (For other Licences see Note 2.
- (For all Licences see Note 3.)
- (h) Locality
- (i) Datum Peg
- (j) Boundaries

(h) Onslow

(i) GDA94

(j) Datum Situated at	7603360.408 mN	303509.632 mE
then to	7603835.019 mN	303410.188 mE
then to	7603835.033 mN	303615.208 mE
then to	7603111.685 mN	303766.749 mE
then to	7602888.476 mN	303948.797 mE
then to	7602622.583 mN	303867.589 mE
then to	7602958.161 mN	303593.915 mE
then to	7603360.408 mN	303509.632 mE

Identical to G 10 SA

(k) Area (ha or km²)

(k) 24.7304 ha

(l) Signature of applicant or agent (if agent, state full name and address)

Lawton Lawyers
Lawton Lawyers, Level 5, Irwin Chambers, 16 Irwin Street, PERTH WA 6000

Date: 11 February 2013

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 18 day of MARCH 2013. (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 7:55 a.m./p.m. on 11/2 2013 with fees of

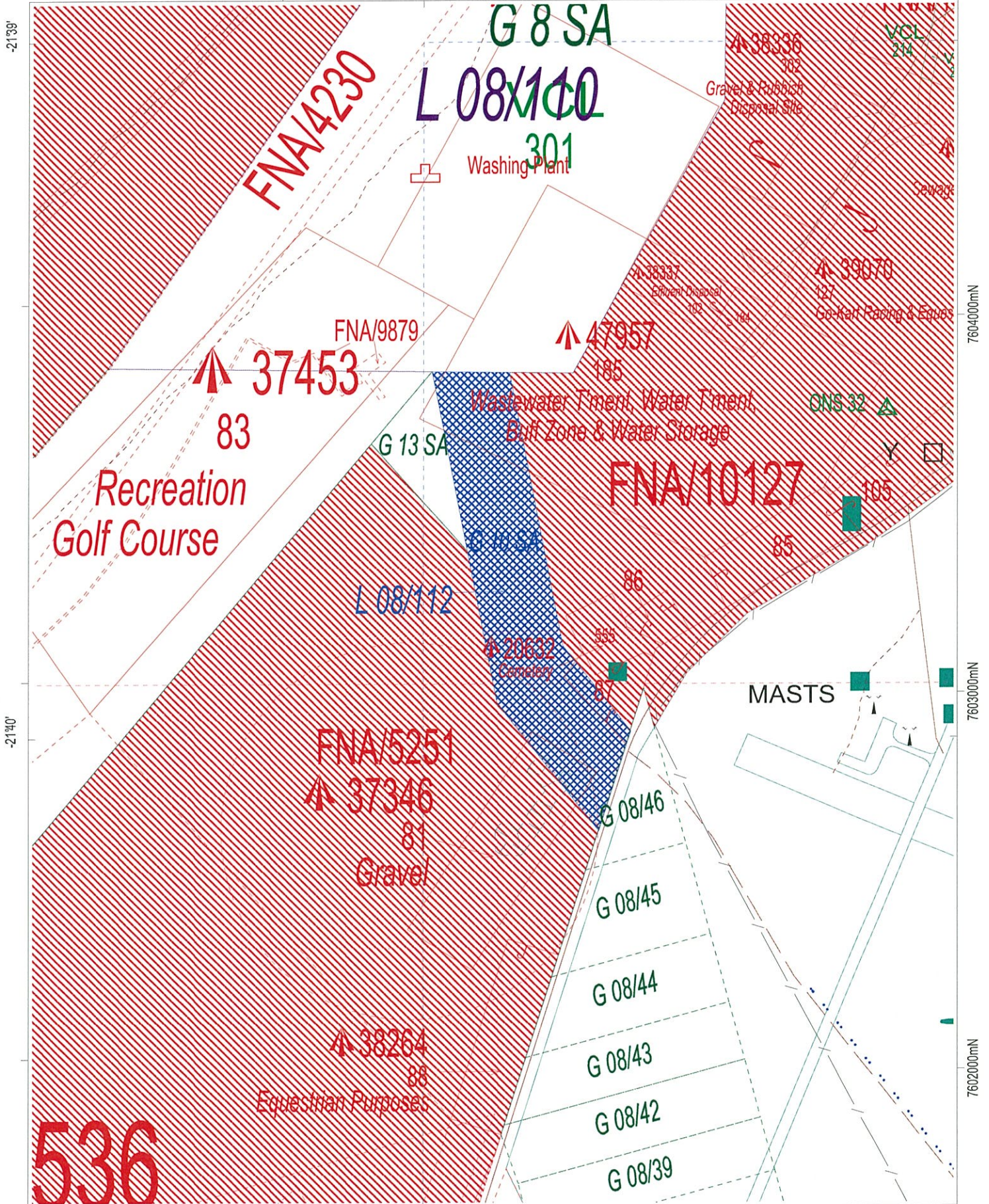
Application \$ 431.05
Rent \$ 341.25
TOTAL \$ 772.30

P. Viall
Mining Registrar
Rec# 06-120428

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 - (b) register search;
 - (c) ground inspection.

DEPT MINES & PETROLEUM
NO. 951919
11 FEB 2013 16:37



-21°39'

-21°40'

7604000mN

7603000mN

7602000mN

115°6'

Departmental Use Only

Scale: 1:12,500





URGENT

Telephone: (08) 9325 1199

Facsimile: (08) 9325 1899

lawyer@lawtonlawyers.com.au

Garry Hamilton Lawton LLB
Asc: Thomas Chin LLB (Hons)

Level 5, Irwin Chambers
16 Irwin Street
Perth Western Australia 6000

LAWTON
L A W Y E R S

Our Ref: GL:13029

Your Ref:

13 March 2013

BY EMAIL: of c/- janyce.smith@ashburton.wa.gov.au

Mr Ron Yuryevich
The Commissioner
Shire of Ashburton
PO Box 567
TOM PRICE WA 6751

Dear Sir

RE: ORDINARY MEETING OF COUNCIL FOR 13 MARCH 2013. APPLICATIONS BY YARRI MINING PTY LTD FOR MISCELLANEOUS LICENCES L08/109, L08/110, L08/111 AND L08/112

We act for Yarri Mining Pty Ltd in respect to the above mentioned Miscellaneous Licence Applications. We have been directed to agenda item 13.8 in respect to the Ordinary Meeting of Council scheduled for today. In particular, we refer to the report prepared by Mr Rob Paull, Principal Town Planner and his recommendation that the Shire lodge Objections to these Applications with the Warden's Court.

The observations and comments made by Mr Paull totally distort the factual circumstances surrounding these Applications and his summary relies upon a totally flawed view of the facts to justify a recommendation for the Shire's intervention this matter.

Of principal concern is a serious factual omission from the summary. The summary in part states as follows:

It is clear that the location of the facilities would potentially have a severe impact on the lifestyle and the amenity of the existing and residence of Onslow, limit the existing and future development of Onslow, impact on the use of the Shire Common, impact on marine environment of Onslow.

This statement is totally misleading in that it fails to acknowledge that the Applications have been made over existing mining tenements (General Purpose Leases) granted pursuant to the terms of a State Agreement with Onslow Salt Pty Ltd. Further, it is understood that this tenure was granted to Onslow Salt with the full support of the Shire, a fact which would seem to be totally inconsistent with the abovementioned comment.



13 March 2013

The ground the subject of our client's Applications is already in use for mining purposes which are almost identical in nature to those proposed by our client.

The agenda summary further states "*it is likely that the facilities will directly impact on Onslow Salt*". This should be of no significance to the local authority. Onslow Salt as underlying tenement holder has been served with copies of the Application and has lodged its own objection based upon interference to its existing tenure. There is accordingly no need for a local authority to fight the battle of this private company.

The serious omission in failing to mention the existing tenure, and the unwarranted concern expressed in the summary in respect to the interests of Onslow Salt gives, rise to a reasonable apprehension of bias on the part of Mr Paull in the conduct of this matter.

Further evidence of this bias is contained in the introductory comments made by Mr Paull in his summary where he states that "*the Applications lack any detailed information as to what is specifically proposed*", and "*mapping provided by the Applicant is minimal*". These comments suggest that the Applicant has failed to satisfy some obligation which it has in respect to these matters. The Applications as lodged and served fully comply with the Mining Act and Regulations.

The summary also misleadingly states "*the Shire understands that the Applicant (Yarri Mining Pty Ltd) is seeking to establish a range of mining associated uses, etc*" when those proposed uses are spelt out in the Applications themselves.

The summary gives rise to further serious concern on the part of our client in that you are advised that "*the Shire has notified relevant Government agencies along with Onslow Salt and Chevron Australia*".

This appears to be inconsistent with the fact that the agenda item is coming to you for determination as to whether Objections should be lodged. It appears that the Principal Town Planner has already committed the Shire to opposing the Applications and lodging Objections based upon a flawed understanding of the full circumstances relating to the Applications and without proper authority.

Given the above facts, the recommendation "*that the Council write to the Premier, the leader of the Opposition and Government agencies including the Department of State Development, Department of Mines and Petroleum, and the Department of Transport requesting that they undertake appropriate action to halt the proposal*" is remarkable when it was the Government, with the support of the Shire, which caused the existing mining tenure to be granted.

For each of the reasons expressed above, this is a matter of serious concern on the part of Yarri Mining Pty Ltd. You are being asked to intervene in Warden's Court Proceedings based upon incomplete and misleading advice and when in fact no bona fide justification for the Shire doing so has been raised.



13 March 2013

In the circumstances, we respectfully request that before you commit the Shire to the cost of becoming a litigant in these proceedings, you obtain independent advice as to whether there are genuine grounds for the Shire to intervene. Obviously, such advice should be given to you independently of advisors who have hitherto been instructed by Mr Paull.

Yours faithfully
Lawton Lawyers

Per:

G H Lawton

cc. The Minister for Local Government
BY EMAIL: info@dlg.wa.gov.au

This Lease

is made on _____ between the following parties:

1. **Shire of Ashburton**
a body corporate pursuant to the Local Government Act 1995
of PO Box 665, Tom Price, Western Australia
(Lessor)
2. **Onslow Rodeo Association (Inc)**
Reserve 38264
87 Onslow Road, Onslow WA 6710
(Lessee)

The Parties agree:

1 Definitions

Unless otherwise required by the context or subject matter:

Address means the address specified in Item 8 of the Schedule or any other address which the Lessor by notice to the Lessee nominates;

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia;

Costs and Expenses means the costs and expenses mentioned in clause 9;

Date of Commencement means the date specified in Item 4 of the Schedule;

Document means this deed as supplemented, amended or varied from time to time;

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 Premises;

Event of Default means an event specified in clause 33.2;

Facility means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Premises;

Further Term means each further term specified in Item 5 of the Schedule;

Holding Over means holding over by the Lessee under clause 36;

Insured Risk means an event against which the Lessor insures including, but not limited to, fire, explosion, earthquake, aircraft, riot, civil commotion, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

Interest means interest at the rate specified in Item 10 of the Schedule;

Land means the land described in Item 2 of the Schedule;

Legal Fees means all amounts which are payable or have been paid by the Lessor to the Lessor's solicitor calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's solicitor:

- (a) as stated in a written agreement between the Lessor and the Lessor's solicitor; or
- (b) the maximum permitted scale for the work involved;

Lessee's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessee;

Lessee's Fixture means each structure, building or fixture installed in or on the Premises by the Lessee or a previous occupier of the Premises or any part of the Premises;

Lessee's Rights means all rights in favour of the Lessee contained or implied in this Document;

Lessor's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures includes:

- (a) floor or window coverings;
- (b) partitioning;
- (c) light fittings; and
- (d) any other fixture or fitting;

installed by the Lessor in the Premises and any replacement of any item mentioned in this definition;

Lessor's Rights means all rights in favour of the Lessor contained or implied in this Document or granted by law;

Losses includes claims, demands, losses, damages, Costs and Expenses;

Managing Agent means the firm specified in Item 9 of the Schedule or any person, firm or corporation as the Lessor by notice to the Lessee nominates;

Money Payable means the Rent and any other money payable by the Lessee under this Document;

Outgoings means the outgoings payable by the Lessee under clause 8;

Painting and Decorating Intervals means the intervals specified in Item 11 of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Person means:

- (a) an agent, employee, licensee, or invitee of the Lessee; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Permitted Use means the use specified in Item 13 of the Schedule;

Plant and Equipment means any plant and equipment in or on the Premises including, but not limited to, plant and equipment for or in connection with any:

- (a) Service; or
- (b) heating, cooling, lighting, power or plumbing;

Premises means the Land and all structures and improvements on the Land as specified in Item 1 of the Schedule;

Public Liability Insurance Amount means the amount specified in Item 12 of the Schedule;

Rent means the rent specified in Item 6 of the Schedule as varied from time to time under this Document;

Schedule means the schedule to this Document;

Service means electricity, gas, oil, fuel, water or other like service;

Special Conditions means each special condition specified in Item 15 of the Schedule;

Term means the term specified in Item 3 of the Schedule and any Further Term;

Termination means the expiry or earlier determination of the Term or any period of Holding Over; and

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

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

2 Grant of lease

The Lessor:

- (a) LEASES the Premises; and
- (b) GRANTS the Lessee's Rights;

to the Lessee subject to all Encumbrances for the term specified in Item 3 of the Schedule and subject to:

- (c) the payment of the Money Payable; and
- (d) the observance and performance of the Lessee's Covenants;

but RESERVING to the Lessor the Lessor's Rights.

3 Quiet enjoyment

Except as provided in this Lease and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

4 Easements

4.1 Purposes for which Lessor may act

The Lessor may for the purpose of providing:

- (a) a public or private entrance to or exit from;
- (b) a support for a structure erected on;
- (c) the supply of a Service, a Facility, or telephone or electronic communication to; or
- (d) any other right, privilege or facility for;

the Premises, the Land or any other land, do any of the things specified in clause 4.2.

4.2 Rights of Lessor in respect of easements

The Lessor may for the purposes detailed in clause 4.1 and subject to clause 4.3;

- (a) grant rights of support to or enter into any arrangement or agreement with:
 - (1) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
 - (2) any public authority;
- (b) dedicate or transfer any part of the Land; or
- (c) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises, the Land or the Premises.

4.3 Easements may not substantially derogate from Lessee's Rights

The Lessor may not without the Lessee's consent, which consent may not be unreasonably withheld, dedicate, transfer, grant or create any easement, right or privilege which substantially and permanently derogates from the Lessee's Rights.

5 Rent

The Lessee must pay to the Lessor the Rent without deduction or set off including but not limited to equitable setoff at the times and in the manner specified in Item 6 of the Schedule during the

Term except that the first and last payments will be apportioned on a daily basis if they are for periods of less than a month.

6 Rent review

6.1 Definitions

In this clause:

Consumer Price Index means the index published by the Australian Bureau of Statistics as the Consumer Price Index for Perth for all groups or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

Current CPI means for a Rent Review Date:

- (a) the Consumer Price Index number last published prior to that Rent Review Date; or
- (b) if the Lessor appoints an actuary to determine an index under clause 6.2, the number certified by that actuary;

Previous CPI means for a Rent Review Date:

- (a) the Consumer Price Index number last published before:
 - (1) the immediately preceding Rent Review Date; or
 - (2) if there is no preceding Rent Review Date, the date of commencement of the Term; or
- (b) if an actuary is appointed by the Lessor under clause 6.2, the number certified by that actuary;

Rent Notice means a notice given by the Lessor to the Lessee under clause 6.3; and

Rent Review Date means each date specified in Item 7 of the Schedule.

6.2 Determination of Current or Previous CPI

If:

- (a) in determining the Current CPI:
 - (1) the Consumer Price Index number is not published; or
 - (2) in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
- (b) in determining the Previous CPI, no Consumer Price Index number was published within a period of FOUR (4) months prior to:
 - (1) the immediately preceding Rent Review Date; or
 - (2) if there is no preceding Rent Review Date, the date of commencement of the Term;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (c) for the Current CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at that Rent Review Date; or
- (d) for the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
 - (1) the immediately preceding Rent Review Date; or

- (2) if there is no preceding Rent Review Date, the date of commencement of the Term;

and

- (e) the actuary's certificate will be:

- (1) final and binding on the Lessor and the Lessee; and

- (2) used to determine the Current CPI or the Previous CPI as appropriate; and

- (f) the Lessor and the Lessee must pay the actuary's costs and expenses in equal shares.

6.3 Rent Review

The Rent from each Rent Review Date will be the greater of:

- (a) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12); or
- (b) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI, rounded up to the nearest \$10.

6.4 Rent review notice

At any time not earlier than THREE (3) months prior to or at any time after a Rent Review Date the Lessor may give notice to the Lessee of the Rent from and including that Rent Review Date.

6.5 Nominated Rent Payable from Rent Review Date

The Lessee must pay the Rent stated in the Rent Notice from the relevant Rent Review Date but if the Lessor gave the Rent Notice later than SIX (6) months after the relevant Rent Review Date, the amount stated in the Rent Notice will be payable from the date that the Lessor gave the Rent Notice.

7 Not to cause rent reduction

The Lessee must not by any act or omission:

- (a) cause, directly or indirectly the Rent to be reduced; or
- (b) impose on the Lessor any liability of the Lessee under this Document except:
 - (1) if obliged to do so by any statute from time to time in force; or
 - (2) with the consent of the Lessor.

8 Outgoings

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises including, but not limited to:

- (a) water, drainage and sewerage charges including, but not limited to, meter rents, charges for the disposal of stormwater and water consumption charges; and
- (b) electricity, gas and other power and light charges and expenses including, but not limited to:
 - (1) charges and assessments for use under assessments or meter readings;
 - (2) meter rents; and
 - (3) the cost of installation of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power;
- (c) insurance premiums incurred by the Lessor for insuring the Premises and any Plant or Equipment against fire, explosion, earthquake, flood, lightening, storm, tempest, act of God, fusion, smoke rainwater, water leakage, impact by vehicles, machinery breakdown, malicious acts or omissions, public liability, loss of rent and such other risks as a prudent lessor would or should normally insure against.

9 Costs and expenses

9.1 Payment of costs

The Lessee must indemnify the Lessor for, and on demand must pay to the Lessor all payments including but not limited to, Legal Fees, which the Lessor pays or is liable to pay in connection with or incidental to:

- (a) the instructions for negotiation, preparation, execution, stamping, and any necessary registration, of this Document;
- (b) any breach of the Lessee's Obligations; and
- (c) each action, suit or proceeding arising out of, concerned with, or incidental to this Document, except to the extent that in that action suit or proceeding, costs are awarded against the Lessor.

9.2 Payment of duty and fees

The Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:

- (a) all registration fees in connection with this Document; and
- (b) all stamp duty, fines and penalties payable under the Stamp Act 1921 not caused by any act or omission of the Lessor, on this Document.

10 Interest on overdue money

Without affecting the rights, powers and remedies of the Lessor under this Document, the Lessee must pay to the Lessor on demand Interest on any Money Payable which is unpaid for SEVEN (7) days computed from the due date for payment until payment.

11 Goods and Services Tax

11.1 Definitions

Unless the contrary intention appears, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Outgoings or other Money Payable to the Lessor for goods or services or property.

Supply means a good or service or property supplied under this Document, including but not limited to the Premises, Services and other goods or services or property the cost of which comprises part of the Outgoings.

11.2 Lessee must pay GST

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply.

11.3 Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay:

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

as the Lessee is obliged to pay for that Supply, including in relation to Rent and Outgoings at the time the Lessee is obliged to pay those amounts.

11.4 Prices do not include GST

The price for each Supply, including Rent, fixed or determined under this Document does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

11.5 Apportionment of GST

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

11.6 Statement of GST paid is conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay is conclusive as between the Parties except in the case of an obvious error.

12 Lessor to maintain structure

Subject to the Lessee performing and observing the Lessee's Covenants, and subject to clause 32, the Lessor must maintain in a safe condition the structure of those buildings and structures forming part of the Premises are the property of the Lessor.

13 Lessee to maintain premises

13.1 General

The Lessee must maintain the Premises and each Lessor's Fixture and the Plant and Equipment in the Premises in good order and condition except for:

- (a) fair wear and tear;
- (b) structural damage not caused by an act or omission of the Lessee or a Permitted Person;
- (c) maintenance which the Lessor has given written notice to the Lessee that the Lessor will undertake; and
- (d) damage caused by an event which is the subject of an Insured Risk to the extent that the Lessor receives payment or other consideration pursuant to that insurance or would have received that payment or other consideration but for an act or default of the Lessor or the Lessor's employees agents or contractors that negates or reduces that payment or other consideration.

13.2 Carpets

The Lessee must:

- (a) maintain the carpet in the Premises in good and clean condition;
- (b) make good all damage to the carpet, fair wear and tear excepted;
- (c) replace any area of carpet which is unduly worn having regard to the rest of the carpet in the Premises; and
- (d) on Termination, have the carpet professionally steam or dry cleaned.

13.3 Repair or replace if necessary

The Lessee must promptly:

- (a) replace all electric globes and fluorescent tubes in the Premises which fail for any reason;
- (b) replace all broken or damaged glass in the doors, walls or windows of or to the Premises irrespective of the cause of breakage or damage unless broken or damaged by the Lessor, its employees, agents or contractors; and
- (c) where the Lessee cannot maintain by repair a part of the Premises, a Lessor's Fixture or Plant and Equipment in the Premises, replace that item with an item of similar quality, colour and design to the satisfaction of the Lessor.

13.4 Paint and decorate

At the intervals specified in Item 12 of the Schedule and during the last 3 months of the Term, the Lessee must:

- (a) paint with 2 coats at least those parts of the Premises usually painted;
- (b) paper all parts usually papered; and
- (c) re-decorate in any other fashion all parts of the Premises usually so decorated;

in a proper manner, using suitable, good quality materials of a colour and quality first approved by the Lessor in writing.

13.5 Free from rubbish

The Lessee must keep:

- (a) the Premises free from dirt and rubbish; and
- (b) all rubbish in suitable receptacles.

13.6 Pest control

The Lessee must take reasonable precautions to keep the Premises free of animals, birds and insects, and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

13.7 Facilities

The Lessee must keep the Facilities within the Premises unobstructed.

13.8 Service of airconditioning plant

The Lessee must enter into a contract with a reputable airconditioning service company for the maintenance and regular servicing of the airconditioning plant and equipment.

13.9 Maintain Land

The Lessee must maintain the Land in a tidy and good condition including, but not limited to providing proper care for any grass, trees or plants on the Land.

14 Alterations

14.1 Restriction on alterations

The Lessee must not:

- (a) make any alteration or addition to or demolish any part of the Premises;
- (b) remove, alter or add to any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Premises;

without the prior consent of the Lessor and subject to:

- (c) the requirements of any statute in force from time to time, the insurer of any of the Insured Risks and the Insurance Council of Australia; and
- (d) any condition imposed by the Lessor.

14.2 Consent to alterations

In giving consent to any alteration, the Lessor may impose any condition, including, but not limited to, a condition that:

- (a) the work be carried out:
 - (1) in accordance with drawings or specifications approved by the Lessor; or
 - (2) under the supervision of the Lessor's architect or other consultant;
- (b) the Lessee pays the costs and fees of the Lessor in supervising or inspecting the work; and

- (c) the Lessor requires the Lessee to carry out other work to or in the Premises as a consequence of the alteration, addition, demolition or installation requested by the Lessee;

but in regard to the installation, alteration or addition of partitioning within the Premises, the consent of the Lessor may not be unreasonably withheld.

14.3 Other work necessitated by alteration

If any other work is:

- (a) required by the Lessor as a condition of giving consent as mentioned in clause 14.1; or
- (b) necessary to comply with a statute for the time being in force or the requirement of an insurer of the Insured Risks or the Insurance Council of Australia;

the Lessee must at the option of the Lessor either:

- (c) carry out that other work; or
- (d) permit the Lessor to carry out that other work;

at the cost of the Lessee in accordance with any requirement imposed by the Lessor in respect of that other work.

14.4 Asbestos and other harmful substances

The Lessee must:

- (a) not install in the Premises:
 - (1) asbestos; or
 - (2) any other material having the potential to harm the health or safety of persons in the Premises; and
- (b) at the Lessee's cost remove from the Premises and make good any damage caused by the removal of:
 - (1) asbestos; or
 - (2) any other material having the potential to harm the health or safety of persons in the Premises.

15 Use of the premises

15.1 Purpose

The Lessee must not use any part of the Premises for any purpose other than the Permitted Use.

15.2 No warranty as to use

The Lessor gives no warranty as to the use to which the Premises may be put.

15.3 Premises subject to restrictions

The Lessee accepts the Premises for the Term with full knowledge of and subject to any existing prohibition or restriction on the use of the Premises.

15.4 Consent of authority needed

If the business carried on by the Lessee at the Premises is permissible only with consent, license or authority under any statute, the Lessee must obtain that consent, license or authority and comply with that statute.

16 Floor overloading

The Lessee must not do any act or thing which might result in overloading any part of the floor of the Premises.

17 Chemicals and inflammable substances

The Lessee must not, except for reasonable quantities for normal applications in connection with the cleaning of the Premises or any equipment in the Premises, use or store any chemical or inflammable substance within the Premises.

18 Miscellaneous restrictions on use

18.1 Infectious diseases

If any notifiable infectious disease occurs in the Premises, the Lessee must:

- (a) notify each proper public authority; and
- (b) comply with each requirement of each proper public authority.

18.2 Advertisements or notices

The Lessee must not display from or affix to the Premises any advertisement or notice visible from outside the Premises without the prior consent of the Lessor which the Lessor may not unreasonably withhold in the case of a notice:

- (a) stating the name and business of the Lessee; and
 - (b) affixed in a place immediately adjacent to the Premises.
-

19 Entry by lessor

The Lessee must permit entry to the Premises by the Lessor:

19.1 General

- (a) at all reasonable times on the Lessor giving to the Lessee reasonable notice; or
- (b) on demand in the case of emergency;

with or without:

- (c) workmen and others; and
- (d) plant, equipment and materials:

for the purposes mentioned in this clause;

19.2 Inspect state of repair

to inspect the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;

19.3 Comply with authorities

to comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises for which the Lessor is liable under this Document;

19.4 Maintenance, modifications or extensions

to carry out maintenance, repair, renovation, replacement, modifications, installations or extensions to the Premises, the Plant and Equipment, or any other equipment, cables, pipes or wires within the Premises, on condition that the Lessor uses its reasonable endeavours not to cause any undue inconvenience to the Lessee;

19.5 Plant and Equipment

to maintain, service, install or remove any Plant and Equipment provided that the Lessor uses its reasonable endeavours not to cause any undue inconvenience or disruption to the Lessee;

19.6 Interested persons

to view the Premises with:

- (a) persons having or seeking an interest in the Premises or any part of the Premises;
- (b) financiers;
- (c) insurers; and

other similarly interested persons; or

19.7 Affix notices

to affix re-letting notices to the Premises during the last THREE (3) months of the Term.

20 Unauthorised purpose

The Lessee must not use any Facility, item of Plant and Equipment or Lessor's Fixture for a purpose other than that for which it was designed or for which it is designated by the Lessor.

21 Plant and equipment

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor relating to the Plant and Equipment; or
- (b) not do anything which might interfere with or impair the efficient operation of the Plant and Equipment.

22 Electrical circuits

22.1 Not overload

The Lessee must not install any electrical equipment on the Premises which might overload the cables, switchboards, or sub-boards, through which electricity is connected to the Premises without the prior consent of the Lessor and under any condition imposed by the Lessor.

22.2 Consent to install equipment

If the Lessee wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and:

- (a) the Lessor grants its consent; and
- (b) the Lessor considers that any alteration is necessary to comply with the requirements of the Lessor's insurance underwriters or with any statute in force from time to time;

then:

- (c) that alteration will be effected by the Lessor at the expense of the Lessee;
- (d) the Lessee must pay the entire cost of the alteration to the Lessor on demand by the Lessor; and
- (e) if required by the Lessor the Lessee must deposit with the Lessor the estimated cost of the alteration before commencement of any work.

23 Insurance

23.1 Public liability insurance

The Lessee must effect and maintain with an insurance company approved by the Lessor in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests for the time being in an amount not less than the Public Liability Insurance Amount in respect of any one claim or any higher amount required by the Lessor from time to time.

23.2 Insurance of Lessee's Fixtures

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Lessee's Fixtures against such risks as the Lessor may reasonably require.

23.3 Workers' compensation insurance

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.

23.4 Glass

The Lessee must effect and maintain with an insurance company a policy of insurance against all risks in respect of the glass in the doors, walls or windows of or to the Premises.

23.5 Supply details etc.

The Lessee must in respect of the insurance mentioned in this clause:

- (a) supply to the Lessor details;

- (b) produce each policy or certificate of insurance and each receipts for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;
- (c) ensure that each insurance conforms to the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;
- (d) ensure that each policy contains provisions for cross liability and waiver of subrogation rights in favour of the Lessor;
- (e) not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
- (f) deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

23.6 Not to invalidate insurance

The Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything in the Premises:
 - (1) which might render the insurance on the Premises void or voidable; or
 - (2) which might cause the rate of premium to be increased; and
- (b) if the Lessor approves in writing any proposal of the Lessee to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

24 Lessee's indemnities

24.1 Indemnities paramount

The obligation of the Lessee to indemnify the Lessor:

- (a) under this Document; or
- (b) by law;

is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.

24.2 Indemnity in respect of Lessor's expenses

To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Document.

24.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

24.4 General indemnity

Subject to clause 24.5, the Lessee INDEMNIFIES the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained:

- (a) caused or contributed to by the use or occupancy of the Premises except to the extent caused or contributed to by the act or omission of the Lessor;
- (b) resulting from an act or omission of the Lessee or the Lessee's Permitted Person; or
- (c) resulting from a notice, claim or demand to pay, do or perform any act or thing to be paid, done or performed by the Lessee under this Document except to the extent that the Lessor is obliged under the provisions of this Document to pay for or contribute to that cost.

24.5 Limit of Lessee's obligations

The Lessee's obligation under clause 24.4 is relieved to the extent that payment of insurance money under the Lessor's insurance policy in respect of that obligation is:

- (a) received by the Lessor; or
- (b) refused or reduced by reason of an act or default of the Lessor.

25 Lessee's obligations at risk and expense of lessee

Unless this Document otherwise provides, whenever the Lessee is obliged or required by this Document to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.

26 Limit of lessor's liability

26.1 Lessor not liable for failure to perform and observe Lessor's Covenants

The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.

26.2 Lessor not liable for loss, damage or injury

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring unless caused by the negligence of the Lessor or its employees.

26.3 Lessor liable while registered proprietor

Each Lessor is only liable for breaches of the Lessor's Covenants occurring while that person is the registered proprietor of the Land.

27 Report to lessor

The Lessee must report promptly to the Lessor or the Managing Agent in writing and in the case of emergency, verbally:

27.1 Damage to or defect in Premises

any damage to or defect in the Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;

27.2 Broken glass

any breakage of glass in a window or door in the Premises;

27.3 Malfunction of Plant and Equipment or Facility

any malfunction of any Plant and Equipment or Facility either within the Premises or used by the Lessee; and

27.4 Circumstance likely to cause damage or danger

any circumstance likely to:

- (a) be a danger; or
- (b) cause any damage or danger;

to the Premises or any person on or in the Premises of which the Lessee is aware.

28 Caveats

28.1 Not lodge absolute caveat

The Lessee must not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Document.

28.2 Withdraw caveat on Termination

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

28.3 Appointment of Lessor as attorney to withdraw any caveat

In consideration of the Lessor granting the Lessee's Rights, the Lessee IRREVOCABLY APPOINTS the Lessor and every officer of the Lessor as defined by the Corporations Law, to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee on Termination to sign and lodge at the Office of Titles Perth:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the Lease granted by this Document;

and the Lessee:

- (d) undertakes to RATIFY all that the attorney does or causes to be done under or by virtue of this clause; and
- (e) INDEMNIFIES the Lessor in respect of:
 - (1) any loss arising from any act done under or by virtue of this clause; and
 - (2) the Lessor's costs and expenses of and incidental to:
 - (A) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and

- (B) registering this Document in order to exercise the power of attorney contained in this clause.

29 Not impede exercise of lessor's rights

The Lessee must not impede the exercise of the Lessor's Rights.

30 Compliance with statutes

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must comply promptly with all statutes from time to time in force relating to the Premises or the use of the Premises except for any imposing an obligation to carry out structural work which the Lessee is not required to carry out under this Document.

31 Default by lessee

31.1 Events of default

- (a) An Event of Default occurs if:
- (b) any Rent or Outgoings is unpaid for SEVEN (7) days after becoming due whether or not demand for payment is made;
- (c) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or Outgoings for FOURTEEN (14) days after notice has been given to the Lessee;
- (d) the Lessee is a body corporate and:
 - (1) an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction or amalgamation; or
 - (2) a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the appointment of an administrator of the affairs of the Lessee;
- (e) the Lessee admits in writing its inability to pay its debts;
- (f)
 - (1) a compromise or arrangement is made between the Lessee and its creditors; or
 - (2) an application is made to a Court for an order summoning a meeting of any class of creditors of the Lessee;
- (g) a controller, as defined by the Corporations Law, is appointed in respect of any property of the Lessee;
- (h) a mortgagee takes possession of any property of the Lessee;
- (i) any execution or similar process is made against the Premises or the property of the Lessee;

- (j) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Lessee under the Corporations Law or any analogous process; or
- (k) the Lessee, being a natural person, commits an act of bankruptcy.

31.2 Lessor may retake possession

After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises, and on re-entry the Term will immediately determine but without:

- (a) affecting any of the Lessor's Rights; or
- (b) releasing the Lessee or the Guarantor from liability in respect of the Lessee's Covenants.

31.3 Acceptance of Money Payable not to prejudice Lessor's Rights

Demand by the Lessor for, or acceptance of, Money Payable after an Event of Default has occurred will not:

- (a) affect the exercise by the Lessor of the Lessor's Rights; or
- (b) operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.

31.4 Lessor may remedy Lessee's default

If the Lessee:

- (a) omits or neglects to pay any Money Payable; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants;

the Lessor may on each occasion without affecting any right, remedy or power arising from that default:

- (c)
 - (1) pay that Money Payable;
 - (2) do or cease the doing of that thing; or
 - (3) both;as if it were the Lessee; and
- (d) enter and remain on the Premises for that purpose;

and the Lessee must pay to the Lessor on demand the Lessor's cost of remedying each breach or default.

31.5 Exercise of Lessor's Rights

- (a) If the Lessor exercises the Lessor's Rights, it is presumed that the Lessor is entitled to exercise the Lessor's Rights unless the Lessee proves otherwise.
- (b) The Lessor may exercise the Lessor's Rights:
 - (1) without notice being required other than as provided in this Document; and
 - (2) notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

31.6 Essential terms

Each of the Lessee's Covenants which are specified in:

- (a) clauses 5 ('RENT'), 8 ('OUTGOINGS') and 11 (GOODS AND SERVICES TAX);
- (b) clauses 13.1 and 13.3 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
- (c) clause 14 ('ALTERATIONS');
- (d) clause 15.1 ('USE OF PREMISES' 'Purpose');
- (e) clause 23 ('INSURANCE'); and
- (f) clause 37 ('ASSIGNING AND CHARGING');

are essential terms of this Document but this subclause does not mean or imply that there are no other essential terms in this Document.

31.7 Damages for breach of essential terms

In addition to any other remedy or entitlement of the Lessor including the right to terminate the estate granted by this Document:

- (a) the Lessee must compensate the Lessor in respect of any breach of an essential term;
- (b) the Lessor is entitled to recover damages from the Lessee in respect of such breaches; and
- (c) the Lessee COVENANTS with the Lessor, which covenant will survive the Termination or any deemed surrender at law of the estate granted by this Document, that if the Term is determined:
 - (1) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or
 - (2) following the failure by the Lessee to comply with a notice given to the Lessee to remedy any default;

the Lessee must pay to the Lessor on demand the total of:

- (3)
 - (A) the Rent then payable under this Document; and
 - (B) the Lessor's reasonable estimate of the Outgoings which would have been payable by the Lessee;
for the unexpired balance of the Term if the Term had expired by effluxion of time; and
- (4) Losses incurred or reasonably expected to be incurred by the Lessor as a result of that early determination including, but not limited to, all costs of reletting or attempting to relet the Premises;

less the rent and other money which the Lessor reasonably expects to obtain by reletting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; but the Lessor:

- (5) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and

- (6) is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Document.

31.8 Certificate to be conclusive

A certificate given to the Lessee by the Lessor of the amount of the Rent and Outgoings under clause 31.7(c) will be conclusive as between the Parties except in the case of manifest error.

31.9 Separate suits

The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:

- (a) sue for any instalments of Rent outgoings as and when those instalments become due; and
- (b) by a separate suit or suits sue for any further sum or sums which may be found to be due or owing by the Lessee to the Lessor on the completion of the calculations made at the end of each Lease Year; and

neither the institution of any suit nor the entering of judgment in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any Money Payable.

32 Destruction or damage to premises

32.1 Major rebuilding required

If the Premises or any part of the Premises is so destroyed or damaged as to require major rebuilding, the Lessor:

- (a) may within THREE (3) months of the destruction or damage terminate the Term with immediate effect by notice to the Lessee;
- (b) will not be obliged to rebuild the Premises or that part damaged; and
- (c) unless the Lessor has Terminated the Term, must within THREE (3) months of the destruction or damage give notice to the Lessee advising it:
 - (1) whether or not it intends to rebuild; and
 - (2) if it intends to rebuild, how long that rebuilding is estimated to take.

32.2 Abatement of Rent

If:

- (a) the Premises are Unfit for Occupation; and
- (b) payment of insurance money in respect of the damage or destruction causing the Premises to be Unfit for Occupation is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee;

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated and are no longer Unfit for Occupation abate and cease to be payable.

32.3 Lessee may Terminate

If the Premises are Unfit for Occupation and:

- (a) the Lessor has given the Lessee notice under clause 32.1 that it does not intend to rebuild; or
- (b) the Premises remain Unfit for Occupation for a period of at least THREE (3) months;

the Lessee may give the Lessor notice to terminate the Term with immediate effect but without affecting the rights of the Lessor in respect of any unpaid Money Payable or any antecedent breach by the Lessee of any of the Lessee's Covenants.

33 Option to renew

If:

- (a) the Lessee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of a Further Term gives the Lessor notice to grant the Further Term; and
- (b) there is no subsisting default by the Lessee at the date of service of the notice and at the date for commencement of that Further Term in:
 - (1) the payment of the Money Payable; or
 - (2) the performance or observance of the Lessee's Covenants;

the Lessor must grant to the Lessee that Further Term at the Rent and on the terms and conditions of this Document.

34 Holding over

If the Lessee remains in possession of the Premises after expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to:

- (a) the Rent for the period immediately preceding expiry of the Term; and
- (b) the Outgoings which would have been payable by the Lessee if a Further Term had been granted at expiry of the Term;

and otherwise on the same terms and conditions as this Document.

35 Termination

35.1 Restoration of the Premises on Termination

Prior to Termination, the Lessee at the Lessee's cost must restore:

- (a) the Premises; and
- (b)
 - (1) the Facilities; and
 - (2) those parts of the Plant and Equipment;
affected by anything done by the Lessee or any previous occupier of the Premises or any part of the Premises;

to its original state having regard to the age of the Premises and the Lessee's Covenants unless otherwise negotiated.

35.2 Yield up and surrender keys

On Termination the Lessee must:

- (a) peaceably surrender and yield up to the Lessor the Premises in a condition consistent with observance and performance of the Lessee's Covenants;
- (b) surrender to the Lessor all keys and security access devices providing access to or within the Premises held by the Lessee whether or not provided by the Lessor.

35.3 Removal of Lessee's Fixtures

Prior to Termination, the Lessee must remove from the Premises and the Building all the Lessee's Fixtures and property of the Lessee and promptly make good to the satisfaction of the Lessor any damage caused by that removal.

36 Lessee's fixtures not removed at termination

36.1 Lessor may remove

On re-entry the Lessor will have the right to remove any property of the Lessee left in or about the Premises.

36.2 Lessee to indemnify

The Lessee INDEMNIFIES the Lessor against all damage caused by the removal of and the cost of storing that property.

36.3 Property may be sold

All Lessee's Fixtures and property belonging to the Lessee not removed at Termination will, at the Lessor's option become the absolute property of the Lessor and may be disposed of by the Lessor as the Lessor thinks fit.

36.4 Lessee to pay damages

In respect of any period until either:

- (a) the Lessor exercises an option under clause 36.3; or
- (b) the damage caused by the removal of the Lessee's Fixtures or property is made good;

whichever is the later, the Lessee must pay to the Lessor by way of damages an amount equal to the amount in respect of Rent and Variable Outgoings which would have been payable by the Lessee if the Lessee were Holding Over the Premises during that period.

37 Assigning and charging

37.1 No assignment without consent

The Lessee must not assign, mortgage or charge the leasehold estate in the Premises nor sublet, part with possession, or dispose, of the Premises or any part of the Premises without the consent of the Lessor and, if required, the Minister for Lands and except under this clause.

37.2 Exclusion of the Property Law Act

Sections 80 and 82 of the Property Law Act 1969 are excluded.

37.3 Changes in beneficial ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Law will be deemed to be an assignment of the leasehold estate created by this Document.

37.4 Directors or shareholders must guarantee

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders at the option of the Lessor of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

37.5 Covenants of assignee supplementary

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

38 Redevelopment

If:

- (a) the Lessor wishes to redevelop the Premises; and
- (b) such redevelopment is likely to involve the destruction of any part of the Premises or to interfere with access to or use of the Premises,

then:

- (c) the Lessor may terminate the Term by giving to the Lessee not less than SIX (6) months notice at any time;
- (d) on the expiration of such notice the Term will cease and determine without affecting the rights of the Lessor in respect of any antecedent breach by the Lessee of the Lessee's Covenants; and
- (e) the Lessee must on the expiration of such notice yield up the Premises to the Lessor in accordance with the covenants and conditions contained in clause 35 of this Document.

39 Consents

Unless this Document otherwise expressly provides, the Lessor may withhold consent to any matter requiring consent without specifying any reason.

40 Act by agents

All acts and things which the Lessor is required or empowered to do under this Document may be done by the Lessor or the solicitor, agent, contractor or employee of the Lessor.

41 Lessee liable for permitted persons

The Lessee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Document.

42 Notice

42.1 Definition

In this clause **Notice** includes each notice, demand, consent or authority given or made to any person under this Document.

42.2 Form and Service

A Notice to a person:

- (a) must be in writing;
- (b) may be given or made by:
 - (1) delivering it to that person personally;
 - (2) addressing it to that person and leaving it at or posting it to:
 - (A) the address of that person appearing in this Document;
 - (B) that person's usual or last known place of residence;
 - (C) if that person is in business as a principal, that person's usual or last known place of business;
 - (D) if that person is a corporation, its registered office or principal place of business; or
 - (E) any other address nominated by that person by notice to the person giving the Notice; or
 - (3) sending a facsimile copy of the Notice to the facsimile copier number specified in Item 14 of the Schedule or any other number nominated by that person by notice to the person giving the Notice;
- (c) will be deemed to be given or made:
 - (1) if by personal delivery, when delivered;
 - (2) if by leaving the Notice at an address specified in paragraph (b), when left at that address unless the time of leaving the Notice is:
 - (A) not on a Business Day; or
 - (B) after FIVE (5) o'clock in the afternoon on a Business Day; when it will be deemed to be given or made on the next following Business Day;
 - (3) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b); and
 - (4) if by facsimile, when despatched by facsimile to a number specified in paragraph (b)(iii), unless the time of despatch is:
 - (A) not on a Business Day; or

- (B) after FIVE (5) o'clock in the afternoon on a Business Day;
when it will be deemed to be given or made on the next following
Business Day; and
- (d) may be signed:
- (1) if given by an individual, by the person giving the Notice;
 - (2) if given by a corporation, by a director, secretary or manager of that corporation; or
 - (3) by a solicitor or other agent of the person giving the Notice.

42.3 Conclusive evidence

- (a) A certificate signed by the Lessor that a Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that that Notice was given or made on the date and time stated.
- (b) Without limiting paragraph (a), if a Notice is given to or made on any person other than the Lessor by posting to an address specified in clause 42.2(b), a document signed by an officer of a post office or stamped with a post office stamp, acknowledging receipt of the Notice for posting, is conclusive evidence of the fact that the Notice was posted on the date stated.

43 Proper law

This Document is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

44 Accrual on daily basis

Money Payable accrues on a daily basis.

45 Statutory powers

The powers conferred on the Lessor by or under any statute for the time being in force are, except to the extent inconsistent with the terms and provisions expressed in this Document, in augmentation of the powers conferred on the Lessor by this Document.

46 Moratorium not to apply

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

- (a) extend or postpone the date of payment of money;
- (b) reduce the rate of Interest; or
- (c) abrogate, nullify, postpone or otherwise affect any condition;

under this Document do not apply to limit or affect the terms of this Document.

47 Effect of execution

This Document is binding on each Guarantor who executes it notwithstanding:

- (a) the failure of any other person named as a Guarantor to execute it; or
- (b) the avoidance or unenforceability of any part of the Document.

48 Severance

If any part of this Document is, or becomes, void or unenforceable that part is or will be, severed from this Document to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

49 Waivers

49.1 Failure or delay is not waiver

Failure to exercise or delay in exercising any right, power or privilege in this Document by the Lessor does not operate as a waiver of that right, power or privilege.

49.2 Partial exercise does not preclude further exercise

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

50 Variation

This Document may be varied only by deed executed by the Parties.

51 Further assurances

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Document.

52 Counterparts

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

53 Payment of money

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

54 Interpretation

54.1 Headings

Except in the Schedule, headings in this Document do not affect its interpretation.

54.2 Last day not a Business Day

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

54.3 Joint and several covenants

If a Party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.

54.4 Reference to a Party

Unless contrary to the sense or context, a reference to a Party includes that Party's executors, administrators, personal representatives, successors and assigns, and if a Party comprises two or more persons, the executors, administrators, personal representatives, successors and assigns of each of those persons.

54.5 Reference to other document

Subject to any contrary provision in this Document, a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.

54.6 Reference to a statute

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

54.7 Singular, plural and gender

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

54.8 Reference to a person and a body corporate

Where applicable:

- (a) a reference to a body corporate includes a natural person; and
- (b) a reference to a person includes a body corporate.

54.9 Professional body

A reference to a professional body includes a successor to or substitute for that body.

54.10 Month

Unless contrary to the sense or context, **month** means calendar month.

54.11 Lessee's Covenants

Unless contrary to the sense or context, a covenant by the Lessee not to do or omit to do any act or thing includes:

- (a) a covenant not to suffer that act or thing to be done or omitted to be done by a Permitted Person; and
- (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.

55 Land Administration Act

If the Land is subject to the provisions of the Land Administration Act 1997 (**LAA**), then the following provisions will apply to this lease of the Premises:

- (a) the grant of this lease is subject to and conditional on the Minister for Lands consenting to this Document;
- (b) the consent of the Minister for Lands must be obtained to any assignment, subletting, mortgage or charge of the leasehold estate in the Premises, in addition to the consent of the Lessor in accordance with clause 39.1;
- (c) this Document must be registered at the Department of Land Administration, at the cost of the Lessee; and
- (d) the provisions of this Document are subject to the provisions of the LAA in relation to the Premises.

56 Special Conditions

- (a) The Special Conditions are incorporated in and form part of this Document; and
- (b) if any inconsistency arises between any Special Condition and any other term of this Document, the Special Condition will prevail.

Schedule

- 1 Premises:**
Reserve 38264
87 Onslow Road, Onslow WA 6710
- 2 Term:**
Six (6) Months from date of commencement
- 3 Date of commencement:**
1st March 2013
- 4 Further term:**
Option to renew for a further 3 years at 6 monthly intervals.
- 5 Rent:**
From the Date of Commencement until varied the Rent is FIVE HUNDRED (\$500) DOLLARS per annum, payable by one (1) instalment of FIVE HUNDRED (\$500) DOLLARS per year in advance on the first day of March each year.
- 6 Rent review dates:**
As being in line with the financial year, the date of rent review falls due the first day of July each year.
- 7 Rate of interest:**
FOUR PERCENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time.
- 8 Painting and decorating intervals:**
Each TWO (2) years and in any event within THREE (3) months before Termination.
- 9 Public liability insurance amount:**
TEN MILLION DOLLARS (\$10,000,000.00)
- 10 Permitted use:**
EQUESTRIAN PURPOSES
- 11 Facsimile number:**
Lessor:08 9189 2252
Lessee:
- 12 Special Conditions**
 - a) Further to Conditions 14, 35 & 36, the Lessee will remove all improvements, including those already located on the premises at the commencement of the Lease, upon Termination of the Lease, unless otherwise negotiated prior to termination of lease.
 - b) The Lessor agrees to hand over all the buildings that are located on the premises at the commencement of the lease.

c) The Lessor agrees to facilitate in providing to the Lessee financial assistance in moving buildings that meet current Australian Standard and Building Codes, in the event that relocation is needed during the term of the lease.

13. Removal of Clause 12 - Lessor to Maintain Structure

14. The Lessor agrees to allow a caretaker to remain in fulltime residence on the premises and further agrees to allow the Lessee to move/maintain such residence as per Special Conditions a), b) and c).

15. Power is reserved to the Lessor to direct that the number of stock depasturing on the premises shall be reduced if the Lessor is of the opinion that the premises is overstocked to an extent sufficient or likely to cause permanent damage to the land and failure to comply with any such direction will result in the forfeiture of the lease.

**The common seal of
The Shire of Ashburton**
is affixed in the presence of:

Chief Executive Officer

Shire President

Name (please print)

Name (please print)

[insert address]

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November 2012

Lease

Shire of Ashburton

and

Onslow Rodeo Association (Inc)

F R E E H I L L
H O L L I N G D A L E
& P A G E

BARRISTERS & SOLICITORS

AMP Building 140 St Georges Terrace
Perth 6000 Western Australia

Telephone (08) 9211 7777 Int + (61 8) 9211 7777 Facsimile (08) 9211 7878
DX 104 Perth

Reference: KAF:DRS



Shaded BBQ facilities



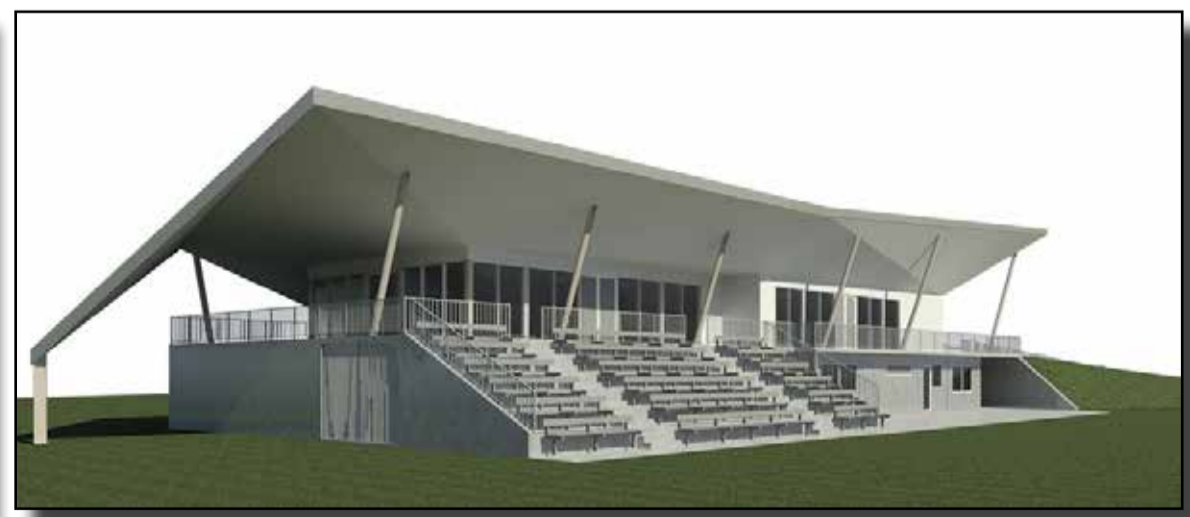
Grass spectator bank



LEGEND

- ① Shade structure - with table and bench picnic settings and BBQ facilities
- ② Playground facility
- ③ Maintenance/Electrical compound
- Gravel surface
- Brushed concrete surface
- Proposed shrub tubestock planting
- Existing trees
- Proposed trees
- Bollards - to prevent vehicular access onto oval perimeter
- Boundary chainlink fence (900mm high)- to help prevent balls from going onto the adjacent roads
- DF Indicative location for drink fountain
- LP Flood Light Pole
- RB Indicative location for rubbish bin

Notes:
 1. Location of Water Tank yet to be confirmed
 2. Proposal based on the notion that the electrical supply line to be relocated out of the site.



Computer generated sports pavilion building - created by others



Low seating wall



Use of iron stone within landscape



Tom Price, Western Australia
CLEM THOMPSON RECREATIONAL PRECINCT- LANDSCAPE CONCEPT PLAN

MARCH 2013

DRAFT

1:250@A1		DESIGNED BY R. COOK & A. BOULTBEE	
		DRAWN BY R. COOK	
		CHECKED BY M. GILLHAM	
PROJECT NO. C-11-16 TPRP	ISSUE DATE 05/03/13	Copyright © This document has been prepared for use by the receiving client only. All concepts, drawings and technical information remain the property of Josh Byrne & Associates Pty Ltd. This document cannot be reproduced or distributed for any purpose other than for construction purposes of the garden described.	
REV NO. A	SHEET PS-001	JOSH BYRNE & ASSOCIATES Environment • Design • Communication phone 08 9433 3721 suite 10, 16 phillimore st, fremantle wa 6160 po box 1866, fremantle wa 6959 www.joshbyrne.com.au jba@joshbyrne.com.au	

OPINION OF PROBABLE COST (BUDGET ESTIMATE ONLY)

Client : SHIRE OF ASHBURTON
 Project Title : CLEM THOMPSON RECREATION PRECINCT
 Location : TOM PRICE
 Date of Issue : 5/03/2013
 Purpose of Issue : For Consideration

**JOSH BYRNE
& Associates**



ITEM	DESCRIPTION	QTY	UNIT	RATE (\$)	PRICE (\$)
1.00 SITE WORKS, EARTHWORKS, DEMOLITION,					
1.01	Contractor mobilisation	1	item	\$25,000.00	\$25,000.00
1.02	Spray all existing turf areas	24,394	m2	\$0.50	\$12,197.10
1.03	Remove 100mm existing top soil from playing fields and 5 meter buffer areas (18,909m2)	1,891	m3	\$40.00	\$75,632.00
1.04	Install 100mm of river sand to proposed playing fields and 5 meter buffer areas	1,891	m3	\$50.00	\$94,540.00
1.05	Tree removal & stump grinding	3	each	\$1,000.00	\$3,000.00
1.06	Demolition and removal of paving and structures	1,090	m2	\$20.00	\$21,800.00
1.07	Demolition of existing post & rail fencing	510	lm	\$10.00	\$5,100.00
1.08					\$0.00
	SITE WORKS, EARTHWORKS AND CLEARING TOTAL				\$237,269.10
2.00 HARD WORKS - Supply and Install					
2.01	Bitumen Type 1 - Bitumen Disabled Verge Parking Area	222	m2	\$52.00	\$11,559.60
2.02	Kerbing General	155	lm	\$30.00	\$4,650.00
2.03	Paving Type 1 - 100mm grey concrete paving, Broom Finish	1,879	m2	\$70.00	\$131,532.80
2.04	Paving Type 2 - Compacted Gravel with Synthetic Turf Over	135	m2	\$60.00	\$8,100.00
2.05	Surface Treatment Type 1 - Re-grade local compacted gravel to verge parking	4,444	m2	\$5.00	\$22,220.00
2.06	Surface Treatment Type 2 - Coarse Gravel to swale / drains.	1,428	m2	\$30.00	\$42,840.00
2.07	Wall Type 1 - 500mm high x 500mm wide rendered masonry wall with stone top	100	lm	\$600.00	\$60,000.00
2.08	Wall Type 2 - 1800mm high x 190mm wide masonry wall	30	lm	\$500.00	\$15,000.00
2.09	Fence Type 1 - 1800mm high chain link fence (near cricket nets)	18	lm	\$100.00	\$1,770.00
2.10	Fence Type 2 - 900mm high chain link fence	823	lm	\$80.00	\$65,832.00
2.11	Fence Type 3 - 1800mm high metal fence (around service area)	20	lm	\$75.00	\$1,500.00
2.12	Gate Type 1 - 3000mm wide x 1800mm high double chain link gate	1	each	\$800.00	\$800.00
2.13	Gate Type 2 - 3000mm wide x 900mm high double chain link gate	5	each	\$650.00	\$3,250.00
2.14	Gate Type 3 - 900mm wide x 900mm high double chain link gate	7	each	\$400.00	\$2,800.00
2.15	Gate Type 4 - 3000mm wide x 1800mm high metal fence	2	each	\$400.00	\$800.00
					\$0.00
	HARD LANDSCAPE WORKS TOTAL				\$372,654.40
3.00 SOFT LANDSCAPE WORKS - Supply and Install (Inc. watering in)					
3.01	Turf (roll on)	23,094	m2	\$18.00	\$415,695.60
3.03	Planting - 45L Tree including staking	30	each	\$220.00	\$6,600.00

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**JOSH BYRNE
& Associates**



ITEM	DESCRIPTION	QTY	UNIT	RATE (\$)	PRICE (\$)
3.04	Planting Type 1 - High Impact - Tubestock 50% & 140mm pot size 50% @ 600mm Density	393	m2	\$28.00	\$11,004.00
3.05	Planting Type 2 - Low Impact - Tubestock 100% @ 800mm Density	1,684	m2	\$11.00	\$18,524.00
3.06	Soil Preparation and Fertilizer	25,171	m2	\$2.00	\$50,342.40
3.07	75mm layer of mulch to selected planting areas	2,077	m2	\$15.00	\$31,155.00
3.08	Irrigation - Spray irrigation to turf	23,094	m2	\$8.00	\$184,753.60
3.09	Irrigation - Drip Irrigation to gardens, excludes Planting Type 3	2,077	m2	\$20.00	\$41,540.00
3.10	Irrigation - SoA compliant satellite controller	1	each	\$30,000.00	\$30,000.00
3.11	Irrigation -Tanks and Pumps	1	item	\$80,000.00	\$80,000.00
3.12					
	SOFT LANDSCAPE WORKS TOTAL				\$869,614.60
4.00	SPORTING EQUIPMENT - Supply and Install				
4.01	Secondary Score Board - on Stadium (provisional sum)	1	each	\$5,000.00	\$5,000.00
4.02	Cricket Pitch - Removable type with trolley (purchase by SoA direct from supplier)	1	each	\$20,000.00	\$20,000.00
4.03	Cricket Practise Nets	1	each	\$10,000.00	\$10,000.00
4.04	Oval - Line Markings	1	item	\$8,000.00	\$8,000.00
4.05	Oval - Goal Posts	1	item	\$12,000.00	\$12,000.00
4.06					\$0.00
	SPORTING EQUIPMENT TOTAL				\$55,000.00
5.00	STRUCTURES, PLAYGROUNDS, FURNITURE AND SIGNAGE - Supply and Install				
5.01	Bollard Type 1 - Standard bollard	67	each	\$50.00	\$3,350.00
5.02	Bollard Type 2 - Collapsible bollard	6	each	\$120.00	\$720.00
5.03	Bollard Type 3 - Boom access	2	each	\$800.00	\$1,600.00
5.04	Furniture Seating with arm & backrests	6	item	\$2,000.00	\$12,000.00
5.05	Furniture - Table and bench seating	8	item	\$5,000.00	\$40,000.00
5.06	Sulo Bins on powder coated stand	8	item	\$469.00	\$3,752.00
5.07	Project Signage as per DSR requirement	1	each	\$700.00	\$700.00
5.08	Drinking Fountain - Flipper Type, including connection to water services	2	item	\$2,500.00	\$5,000.00
5.09	Shade Structure 1 - 6000mm wide x 12000mm long steel framed shade structure with verandah	1	item	\$45,000.00	\$45,000.00
5.10	Shade Structure 2 - 6000mm wide x 12000mm long steel framed shade structure	1	item	\$40,000.00	\$40,000.00
5.11	Shade Structure 3 - 2100mm wide x 16000mm long steel framed shade structure - Coach and Players Bench	1	item	\$15,000.00	\$15,000.00
5.12	Playground 1 - near practise ovals	1	item	\$120,000.00	\$120,000.00
5.13	Disable Parking - Line Markings	3	item	\$1,000.00	\$3,000.00

OPINION OF PROBABLE COST (BUDGET ESTIMATE ONLY)

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ITEM	DESCRIPTION	QTY	UNIT	RATE (\$)	PRICE (\$)	
	STRUCTURES, PLAYGROUNDS, FURNITURE AND SIGNAGE TOTAL				\$290,122.00	
6.00	LIGHTING AND ELECTRICAL - Supply and Install					
6.01	Lighting - Main Football Oval	4	each	\$120,000.00	\$480,000.00	
6.02	Lighting - Practise Oval, relocated lighting from existing oval	2	each	\$40,000.00	\$80,000.00	
6.03	Lighting - Switchboards and ancillaries	1	item	\$120,000.00	\$120,000.00	
	LIGHTING AND ELECTRICAL TOTAL				\$680,000.00	
	SUB TOTAL of Construction Works					\$2,504,660.10
	Transport allowance	1	item	\$100,000.00	\$100,000.00	
	Head contractor mark up on various items allowance	1	item	\$110,000.00	\$110,000.00	
	Design and Project management Fees	1	item	\$156,045.00	\$156,045.00	
	Contingencies (5%)	1	item	5%	\$125,233.01	
	Contractor accommodation and meals	1	item	10%	\$250,466.01	
Notes:					NET LANDSCAPE WORKS SUB-TOTAL	\$3,246,404.12
1. This is a cost estimate only and is no guarantee of contractor tender price.					GST	\$295,127.65
					TOTAL INCLUDING GST	\$3,541,531.76