



Attachments

Ordinary Council Meeting

Tuesday, 14 March 2023

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Agenda Item 9.1.1 - Attachment 1

Minutes of the Ordinary Council Meeting held 14 February
2023



Published Minutes

Ordinary Council Meeting

Tuesday, 14 February 2023

Date:	Tuesday 14 February 2023
Time:	1:00pm
Location:	Clem Thompson Sports Pavilion, Stadium Road, , Tom Price
Distribution Date:	Friday 17 February 2023



**Shire of Ashburton
Ordinary Council Meeting**

The Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Council Meeting.

K Donohoe
Chief Executive Officer
17 February 2023

These minutes were confirmed by Council as a true and accurate record of proceedings at the Ordinary Council Meeting held on Tuesday, 14 February 2023.

Presiding Member _____

Date _____

Disclaimer

The Shire of Ashburton warns anyone who has an application lodged with Council must obtain, and should only rely on, written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by Council in respect of the application. No responsibility whatsoever is implied, or accepted, by the Shire of Ashburton for any act, omission, statement, or intimation occurring during a Council meeting.

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1 Declaration Of Opening

The Presiding Member declared the meeting open at 1:00pm.

Presiding Member Recommendation

In accordance with regulation 14C(2)(b) of the *Local Government (Administration) Regulations 1996*, approves Councillor M Gallanagh and Councillor Kerry White to attend the meeting via electronic means, noting they are in instantaneous communication with the meeting.

Cr M Gallanagh Declaration

In accordance with regulation 14CA(5) of the *Local Government (Administration) Regulations 1996*, I declare that I can maintain confidentiality during the meeting or the closed part of the meeting.

Cr K White Declaration

In accordance with regulation 14CA(5) of the *Local Government (Administration) Regulations 1996*, I declare that I can maintain confidentiality during the meeting or the closed part of the meeting.

1.1 Acknowledgement Of Country

As representatives of the Shire of Ashburton Council, we respectfully acknowledge the local Indigenous people, the traditional custodians of this land where we are meeting upon today and pay our respects to them and all their elders both past, present and emerging.

2 Announcement Of Visitors

The Presiding Member welcomed Mineral Resources to the gallery.

3 Attendance

3.1 Present

Elected Members:	Cr K White	Shire President, Onslow Ward (via electronic means from 1:00pm to 1:29pm)
	Cr M Lynch	Deputy Shire President (Presiding Member), Tom Price Ward
	Cr R De Pledge	Ashburton Ward

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	Cr M Gallanagh Cr L Rumble JP Cr J Richardson Cr A Sullivan Cr A Smith Cr T Mladenovic	Pannawonica Ward (via electronic means) Paraburdoo Ward Tableland Ward Paraburdoo Ward Tom Price Ward Tom Price Ward
Employees:	K Donohoe C McGurk T Dayman R Miller A Lennon R Wright J Bray A Furfaro A Rauhihi	Chief Executive Officer Director Community Development Acting Director Corporate Services Director Infrastructure Services Manager Media and Communications Executive Manager Land, Property and Regulatory Services Manager Governance Governance Officer Executive Services Support Officer
Guests:	Nil	
Members of Public:	There were two members of the public in attendance at the commencement of the meeting.	
Members of media:	There were no members of the media in attendance at the commencement of the meeting.	

3.2 Apologies

Nil

3.3 Approved Leave Of Absence

Nil

4 Question Time

4.1 Response To Previous Public Questions Taken On Notice

Nil

4.2 Public Question Time

Nil

5 Declaration By Members

5.1 Due Consideration By Councillors To The Agenda

Councillors noted they have given due consideration to all matters contained in this agenda.

The Presiding Member requested the Chief Executive Officer to read aloud the following correspondence from the Department of Local Government, Sport and Cultural Industries and noted each Councillor had been provided a copy –

Ordinary Council Meeting Minutes

14 February 2023



Department of
**Local Government, Sport
and Cultural Industries**

Our ref E23013023
Enquiries Steven Elliott
Phone (08) 8552 1642
Email legislation@dlgsc.wa.gov.au

Mr Kenn Donohoe
Chief Executive Officer
Shire of Ashburton

Email: governance@ashburton.wa.gov.au

Dear Mr Donohoe

I refer to your correspondence dated 8 February 2023 and advise that, in accordance with the authority delegated by the Minister for Local Government, I have approved your application, under section 5.69(3) of the *Local Government Act 1995* (the Act).

It has been noted that the Shire requires a minimum approval of two members in order to achieve quorum. Accordingly, approval has been granted for two members, Cr Lynch and Cr Mladenovic, to fully participate in the discussion and decision making relating to the following agenda item at the Shire's Ordinary Council Meeting, to be held on 14 February 2023:

18.2 – STAFF ACCOMMODATION STRATEGY UPDATE – TOM PRICE AND PARABURDOO

Conditions of approval:

1. *The approval is only valid for the 14 February 2023 Ordinary Council Meeting when agenda item 18.2 is considered;*
2. *The abovementioned councillors must declare the nature and extent of their interests at the abovementioned meeting when the matter is considered, together with the approval provided;*
3. *The Chief Executive Officer (CEO) is to provide a copy of the Department of Local Government, Sport and Cultural Industries (DLGSC) letter of approval to the abovementioned councillors;*
4. *The CEO is to ensure that the declarations, including the approval given and any conditions imposed, are recorded in the minutes of the abovementioned meeting, when the item is considered;*
5. *The CEO is to provide a copy of the confirmed minutes of the abovementioned meeting to the DLGSC, to allow the DLGSC to verify compliance with the conditions of this approval; and*
6. *The approval granted is based solely on the interests disclosed by the abovementioned councillors, made in accordance with the application. Should other interests be identified, these interests will not be included in this approval and the financial interest provisions of the Act will apply.*

Should you require further information in relation to this matter, please contact Steven Elliott, Senior Legislation Officer, via the details provided above.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Tim Fraser'.

TIM FRASER
EXECUTIVE DIRECTOR – LOCAL GOVERNMENT

10 February 2023

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5.2 Declaration Of Interest

A member who has an Impartiality, Proximity or Financial interest in any matter to be discussed at this meeting must disclose the nature of the interest either in a written notice, given to the Chief Executive Officer, prior to the meeting, or at the meeting immediately before the matter is discussed.

A member who makes a disclosure in respect to an interest must not preside at the part of the meeting which deals with the matter, or participate in, or be present during any discussion or decision-making process relative to the matter, unless the disclosing member is permitted to do so under Section 5.68 or Section 5.69 of the *Local Government Act 1995*.

The following declarations of interest are disclosed –

11.3 Unauthorised Occupation of Crown Reserve R19291	
Name	Cr R De Pledge
Nature of interest	Impartiality
Interest description	Friend of occupant.
11.5 Amendment to DAP/21/02078 – DA22-76 Lot 300 (No. 5) Back Beach Road, Onslow – Amendment to previous approval of Transient Workforce Accommodation	
Name	Cr K White
Nature of interest	Proximity
Interest description	
14.1 Acceptance of Community Support Grant Allocations - Tom Price Amateur Basketball Association	
Name	Cr T Mladenovic
Nature of interest	Impartiality
Interest description	I am a general member committee for Tom Price Amateur Basketball Association.
Name	Cr A Smith
Nature of interest	Impartiality
Interest description	I am a committee member of Tom Price Amateur Basketball Association. General committee and coordinator of their all abilities program.
18.2 Staff Accommodation Strategy Update - Tom Price and Paraburdoo	
Name	Cr M Gallanagh
Nature of interest	Direct Financial
Interest description	I am Rio Tinto employee and own share in the company. My husband and I both work for Rio Tinto, live in company housing and own shares in Rio Tinto over the prescribed amount.
Name	Deputy Shire President M Lynch
Nature of interest	Indirect Financial

Interest description	I am an employee and tenant of Rio Tinto. I am paid a salary by Pilbara Iron.
Name	Cr T Mladenovic
Nature of interest	Direct Financial
Interest description	My partner is employed by Rio Tinto and we live in subsidised housing provided as part of his employment.
Name	Cr L Rumble JP
Nature of interest	Direct Financial
Interest description	I am share holder of Rio Tinto and have shares greater than the prescribed amount.
Name	Cr A Smith
Nature of interest	Direct Financial
Interest description	My husband is an employee of Rio Tinto and owns shares over the prescribed amount. My husband's employment with Rio Tino provides him with subsidised housing and utilities in which I reside too.

6 Announcements By The Presiding Member And Councillors Without Discussion

Nil

7 Petitions / Deputations / Presentations

7.1 Petitions

Nil

7.2 Deputations

Nil

7.3 Presentations

Nil

8 Applications for Leave of Absence

8.1 Application for Leave of Absence

Council Decision 001/2023

Moved Cr L Rumble JP

Seconded Cr A Smith

That Council approve the request for Leave of Absence, for

- 1. Councillor Melanie Gallanagh of Pannawonica Ward for the period from 14 March 2023 to 14 March 2023 inclusive, and**
- 2. Councillor Alana Sullivan of Paraburdoo Ward for the period from 14 February 2023 to 14 February 2023 inclusive.**

Carried 8/0

9 Confirmation Of Minutes

9.1 Confirmation Of Council Minutes

9.1.1 Minutes Of The Ordinary Council Meeting Held On 13 December 2022

Council Decision 002/2023

Moved Cr T Mladenovic

Seconded Cr L Rumble JP

That the Minutes of the Ordinary Council Meeting held 13 December 2022 (Item 9.1.1 Attachment 1) be confirmed as a true and accurate record.

Carried 8/0

9.2 Receipt Of Committee And Other Minutes**9.2.1 Minutes Of The Onslow Local Emergency Management Committee Meeting Held On 6 December 2022****Council Decision 003/2023****Moved Cr A Smith****Seconded Cr T Mladenovic****That the Minutes of the Onslow Local Emergency Management Committee Meeting held 6 December 2022 be received.****Carried 8/0****9.2.2 Minutes Of The Inland Local Emergency Management Committee Meeting Held On 22 November 2022****Council Decision 004/2023****Moved Cr L Rumble JP****Seconded Cr A Smith****That the Minutes of the Inland Local Emergency Management Committee Meeting held 22 November 2022 be received.****Carried 8/0****9.2.3 Minutes Of The Pannawonica Local Emergency Management Committee Meeting Held On 7 December 2022****Council Decision 005/2023****Moved Cr R De Pledge****Seconded Cr T Mladenovic****That the Minutes of the Pannawonica Local Emergency Management Committee Meeting held 7 December 2022 be received.****Carried 8/0**

10 En Bloc Council Resolutions

10.1 Agenda Items Adopted En Bloc

Nil

10.2 Change of Order of Business

Procedural motion

Moved Cr R De Pledge

Seconded Cr J Richardson

That Council, at 1.10pm, pursuant to Clause 5.2(1) of the *Shire of Ashburton Standing Orders Local Law 2012* changed the order of business to allow the following items to be considered first,

12.4 Ward Boundary and Representation Review – results of public consultation and final adoption

14.1 Acceptance of Community Support Grant Allocations – Tom Price Amateur Basketball Association

18.2 Staff Accommodation Strategy Update – Tom Price and Paraburdoo

18.3 Property Purchase - Onslow

Carried 8/0

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12.4 Ward Boundary and Representation Review - results of public consultation and final adoption

File Reference	GV02
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Ordinary Council Meeting 18 June 2014 – Item 13.5 Ordinary Council Meeting 11 October 2022 – Item 12.4 – 140/2022 Ordinary Council Meeting 8 November 2022 – Item 12.4 – 154/2022
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Shire of Ashburton Ward Boundary and Representation Review Discussion Paper ⇒

Report Purpose

Council is required to review its ward boundaries and representation at least every eight years.

The purpose of this report is to analyse community feedback from the recently exhibited Ward Boundary and Representation Review Discussion Paper (the Discussion Paper) and recommend a preferred representation model.

Council is requested to decide upon a preferred representation model for submission to the Local Government Advisory Board (LGAB).

Background

Schedule 2.2 of the *Local Government Act 1995* (the Act) requires a local government, with ward representation, to carry out a review of its ward boundaries, and the number of councillors representing each ward, every eight years. The Shire of Ashburton (the Shire) last reviewed its wards at its meeting held 18 June 2014.

Following the Minister for Local Government's recent reforms announcement in relation to the 2023 local government ordinary elections, the Council endorsed the Chief Executive Officer to continue with the current ward boundary and representation review, at its meeting on 11 October 2022.

At its meeting held 8 November 2022, Council resolved as follows:

"That with respect to Ward Boundary and Representation Review, Council,

1. *Initiates a review of the Shire of Ashburton's wards and representation system, in accordance with clause 6 of Schedule 2.2 of the Local Government Act 1995;*
2. *Endorses the Review of Ward Boundaries and Representation Discussion Paper detailed in Attachment 1, for the purpose of community consultation;*

Item 18.2

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3. Requests the Chief Executive Officer to give local public notice of its intention to carry out a review of wards and representation and invite public submissions in accordance with clause 7(1) of Schedule 2.2 of the Local Government Act 1995; and
4. Notes that the results of the community consultation will be presented to Council for consideration, prior to a submission to the Local Government Advisory Board.”

Comments

The current position of elected member ratios to electors in the various wards is as follows:

Ward	No of electors	No. of councillors	Councillor / elector ratio	% Deviation
Ashburton	40	1	40	-88%
Onslow	417	1	417	25%
Pannawonica	286	1	286	-14%
Paraburdoo	650	2	325	-2%
Tablelands	80	1	80	-76%
Tom Price	1524	3	508	53%
Total	2997	9	333	

The discussion paper put forward five options for community consideration as follows:

Option	Option name	Number of wards	No. of ward councillors	No. of elected members	Shire President elected by the public
1	No change	6	9	9	No
2	No wards	0	0	9	Yes
3	5 Wards	5	8	9	Yes
4	4 Wards	4	8	9	Yes
5	2 Wards	2	8	9	Yes

Option 1 (no change) should be excluded from consideration as it does not meet the requirements of proposed legislative changes that will limit the total number of elected members to nine, including a popularly elected Shire President.

The LGAB has advised a clear preference for the ratio of councillors to electors to be no greater than plus or minus 10%.

This 10% preference is not a legislative provision but is used to guide consideration for one of the five statutory matters to which the local government must have regard. Those matters are:

1. community of interests;
2. physical and topographic features;
3. demographic trends;
4. economic factors; and
5. ratio of councillors to elected members in the various wards.

It is not known what weightings the LGAB applies to these five statutory matters when making their overall determination.

It seems clear, however, that a fully developed metropolitan local government with essentially seamless residential development, would require a significantly different approach to assessment to that of a sparsely populated, regional local government with towns or settlements located many hundreds of kilometres apart.

The metropolitan local government would, and indeed should, find achieving the required 10% elector ratio limitation a relatively simple exercise. The Shire, on the other hand, because of its vast distance between settlements, sparse population disbursement and different communities of interest will experience some difficulty in achieving the same.

The Discussion Paper explained the relative positive and negative attributes of the four models in some detail.

All four models propose eight councillors as well as a popularly elected Shire President.

Both the no ward and 2-ward options would achieve, or get close to achieving, the 10% elector ratio preference. However, both options would have limited regard to the varying communities of interest that exist in the four towns and rural and remote settlements within the Shire.

The 4 and 5-ward options would pay more regard to communities of interest but would do so at the expense of the 10% elector ratio preference.

Of the two options, the 4-ward proposal carries a significant improvement on the current representation ratio status quo (+34% to -18% variation) whilst having reasonable regard to the communities of interest of the four major settlements.

The 5-ward proposal does provide better representation for rural and remote communities of interest but does so at the expense of the representation ratio (+54% to -70%).

It is considered that the 4-ward proposal provides the best compromise between representation ratio and communities of interest whilst giving due regard to the other statutory matters.

Consultation

The consultation period commenced on 23 November 2022 and concluded on 13 January 2023.

Consultation was undertaken utilising the following outlets and processes:

- Publication in the Pilbara News on 23 November 2022;
- Public noticeboards; and
- Shire's website and social media accounts.

13 submissions were received. None carried any substantive feedback in support of their preferred option. Seven submissions supported the 4-ward option, four submissions supported the 5-ward option, one submission supported no wards and one submission supported the status quo.

A communication received from Rio Tinto submitted the following:

“We note the Shire of Ashburton Ward Boundary and Representation Review that was issued for comment on 17 November 2022.

Rio Tinto is committed to working with the Shire of Ashburton in partnership to enhance the liveability of the Pilbara communities that support our operations.

Rio Tinto believes that community members of the towns within the Shire are well placed to comment on the proposed options outlined in the discussion paper.

Rio Tinto makes no comment on the options and reassures the Shire that we are committed to working closely in partnership with the Shire irrespective of any changes to the ward boundaries and representation.”

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

Nil

Financial Implications

Current Financial Year

There are sufficient funds allocated in the 2022/2023 Annual Budget to conduct the ward boundary and representation review.

Future Financial Year(s)

Nil

Legislative Implications

Schedule 2.2 of the Act requires a local government, with ward representation, to carry out a review of its ward boundaries, and the number of councillors representing each ward, every eight years and prescribes the process that is to be undertaken when conducting the review.

If the proposed local government reforms proceed to legislation, any outcome of a review process undertaken by the Shire should take this into account but will only have an effect if it proposes to reduce the total number of elected members to nine or less inclusive of a popularly elected Shire President.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	The ward boundary and representation review is not completed within the prescribed timeframe.	Possible (3)	Moderate (3)	Moderate (5-9)	Council adopts the recommended option for the ward boundary and representation review.
Reputation (social/community)	The ward boundary review is not completed and presented to the LGAB by 14 February 2023, as requested by the Minister for Local Government.	Almost Certain (5)	Moderate (3)	High (10-16)	Council adopts the recommended option for the ward boundary and representation review. The administration has contacted the LGAB and advised that Council's February meeting is the 14 th and therefore, a report will be submitted as soon as possible following the meeting.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium.

Voting Requirements

Absolute Majority

Officer Recommendation

That with respect to Ward Boundary and Representation Review, Council,

1. Acknowledges receipt of the submissions received regarding the ward boundary and representation review in accordance with clause 7 of Schedule 2.2 of the *Local Government Act 1995*;
2. Confirms the completion of the ward boundary and representation review in accordance with clause 6.1 of Schedule 2.2 of the *Local Government Act 1995*;
3. Requests the Chief Executive Officer to prepare and submit a report to the Local Government Advisory Board in accordance with clause 9 of Schedule 2.2 of the *Local Government Act 1995*, proposing a representation model based upon option 4 of the attached Ward Boundary and Representation Review Discussion Paper as follows:
 - (a) Four wards with eight councillors (spatial distribution to be in accordance with the "new option 4 – 4 wards" map contained within the attachment):
 - (i) Onslow Ward – two councillors;
 - (ii) Pannawonica Ward – one councillor;
 - (iii) Paraburdoo Ward – two councillors;
 - (iv) Tom Price Ward – three councillors; and
 - (b) Popularly elected Shire President.

Alternative Recommendation

That with respect to Ward Boundary and Representation Review, Council,

1. Acknowledges receipt of the submissions received regarding the ward boundary and representation review in accordance with clause 7 of Schedule 2.2 of the *Local Government Act 1995*;
2. Confirms the completion of the ward boundary and representation review in accordance with clause 6.1 of Schedule 2.2 of the *Local Government Act 1995*;
3. Requests the Chief Executive Officer to prepare and submit a report to the Local Government Advisory Board in accordance with clause 9 of Schedule 2.2 of the *Local Government Act 1995*, proposing a representation model based upon option 3 of the attached Ward Boundary and Representation Review Discussion Paper as follows:
 - (a) Five wards with eight councillors (spatial distribution to be in accordance with the “new option 3 – 5 wards” map contained within the attachment):
 - (i) Onslow Ward – one councillor;
 - (ii) Pannawonica Ward – one councillor;
 - (iii) Paraburdoo Ward – two councillors;
 - (iv) Tom Price Ward – three councillors;
 - (v) Ashburton-Tablelands Ward – one councillor; and
 - (b) Popularly elected Shire President.

Reason for change:

Option three ensures representation of the pastoral and remote communities.

Council Decision **006/2023**

Moved **Cr R De Pledge**

Seconded **Cr J Richardson**

That with respect to Ward Boundary and Representation Review, Council,

- 1. Acknowledges receipt of the submissions received regarding the ward boundary and representation review in accordance with clause 7 of Schedule 2.2 of the *Local Government Act 1995*;**
- 2. Confirms the completion of the ward boundary and representation review in accordance with clause 6.1 of Schedule 2.2 of the *Local Government Act 1995*;**
- 3. Requests the Chief Executive Officer to prepare and submit a report to the Local Government Advisory Board in accordance with clause 9 of Schedule 2.2 of the *Local Government Act 1995*, proposing a representation model based upon option 3 of the attached Ward Boundary and Representation Review Discussion Paper as follows:**
 - (a) Five wards with eight councillors (spatial distribution to be in accordance with the “new option 3 – 5 wards” map contained within the attachment):**
 - (i) Onslow Ward – one councillor;**
 - (ii) Pannawonica Ward – one councillor;**
 - (iii) Paraburdoo Ward – two councillors;**
 - (iv) Tom Price Ward – three councillors;**
 - (V) Ashburton-Tablelands Ward – one councillor; and**
 - (b) Popularly elected Shire President.**

Reason for change:

Option three ensures representation of the pastoral and remote communities.

Carried By Absolute Majority 8/0

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14 February 2023

Cr T Mladenovic disclosed an impartiality interest in Item 14.1 (detailed in Item 5.2).

Cr A Smith disclosed an impartiality interest in Item 14.1 (detailed in Item 5.2).

14.1 Acceptance of Community Support Grant Allocations - Tom Price Amateur Basketball Association

File Reference	GS01
Applicant or Proponent(s)	Not Applicable
Author	J Murphy, Grants and Communities Administrator
Authorising Officer	C McGurk, Director Community Development
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	Nil

Report Purpose

Council is required to consider the application for a Community Support Grant in accordance with Council Policy REC08 – Community Donations, Grants and Funding (REC08). These grants are provided as in-kind and or/financial assistance to enable and support community groups to deliver quality programs, community events and services.

The purpose of this report is to provide the application for Council to review.

Council is requested to support the application submitted for Tom Price Amateur Basketball Association to assist in sending five teams to the Basketball Western Australia (BWA) Country Championships in Perth.

Background

The Shire recently promoted and invited applications for the Community Support Grants Round 1 in accordance with REC08, with applications closing on 31 August 2022.

At the close of the application period, 10 applications were received. An additional application has since been received by the Shire on 12 December 2022 from the Tom Price Amateur Basketball Association.

The team originally did not have enough players to enter the competition when the applications for the Community Support Grants Round 1 were open, so the team did not apply for the grant. However, as of December 2022, the club had enough players willing to travel to Perth to participate in the BWA Country Championships 2023.

The club are requesting a \$500 financial donation towards purchasing game basketballs, which are a specific type of ball that each team must provide for every game. They have also requested an additional \$1176.03 in-kind donation to waive the fees incurred for additional training sessions booked at the Tom Price Recreation Centre Sports Hall. These training sessions have been booked to assist the team in preparation for the BWA Country Championships.

In total there are five teams travelling to Perth, comprised of approximately 30 senior players and 16 junior players (ages ranging from 11-15 years old).

Item 18.2

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The teams will be travelling between 11 February and 5 March 2023 to participate in the competition. Each player travelling is responsible for their own flights and accommodation costs.

The club has reached out to a number of local businesses who are supporting them, such as Rio Tinto, Bennco, Byblos, GAP Mechanical and Premier Tree Services. They are also actively participating in community fundraising initiatives between Paraburdoo and Tom Price, and the club recently funded the purchase of sporting bags for each of the team members to the value of \$1,000.

REC08 requires as a minimum, the following criteria to be met to be successful:

- Applicant is to reside or operate within the Shire, or be able to show a direct and substantial benefit to residents within the Shire,
- Assistance is not available retrospectively,
- Funds are to be used only for the purpose for which they are given or via agreed variations,
- Successful applicants are required to complete an acquittal report and submit this to the Shire within three months on the agreed completion date, and
- Applicants who do not submit an acquittal will not be considered for future funding and may be requested to return unused funds.

Comments

The Community Support Grant funding was promoted directly to clubs and organisations via email, public notice boards, the Shire website, and social media platforms.

All applications have been assessed on the:

- criteria outlined in REC08,
- general conditions, and
- criteria and compliance information provided.

The summary of the application is as follows:

Tom Price	
Club/ Organisation:	Tom Price Basketball Association
Project:	BWA Country Championships
Funding Sought:	\$500 cash to purchase game basketballs for each team. \$1176.03 in-kind donation to waive facility hire fees for additional training sessions before the championships.
Is this Compliant?	Yes
Suggested Action:	Approve application.

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Consultation

Executive Leadership Team

Facilities

Tom Price Amateur Basketball Association

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	1. People - We will support opportunities for the community to be safe, socially active, and connected.
Strategic Outcome	1.2 Communities connected with opportunities
Strategy	4 Support and develop sustainable clubs and groups, providing opportunities for meaningful participation in arts, culture, sport, and recreation.

Council Policy

Council Policy REC08 - Community Donations, Grants and Funding, provides the guidelines for the applications and the criteria for assessment.

Financial ImplicationsCurrent Financial Year

Council has provided a budget allocation of \$45,000 for Community Support Grants (GL CU24075). Council approved round 1 funding to eight applicants across the four towns totalling \$17,067. At time of preparing this report, the year-to-date expenditure for GL CU24075 totals \$48,288.58, which exceeds the budget allocation.

The approval of the grant funding to Tom Price Basketball Association for \$1676.03 will result in total expenditure of \$49,964.61, exceeding the budget provision by \$4,964.61.

An investigation into the over expenditure has identified \$32,830 of grant payments were relating to past rounds that we budgeted for in the prior year. These funds were incorrectly excluded from carried forward budget calculations.

A review of the budget provision for Community Support Grants will be included in the upcoming review of the budget, taking into consideration all of the above, and will provide an adequate provision for round 2.

Future Financial Year(s)

Nil

Legislative ImplicationsSection 6.7 of *Local Government Act 1995*

Money held in the municipal fund may be applied towards the performance of functions and the exercise of the powers conferred on the local government by the *Local Government Act 1995* or any other written law.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Unsuccessful applicants publicly criticise the Shire.	Possible (3)	Insignificant (1)	Low (1-4)	Ensure appropriate Policy procedures are in place and followed. Officers to collaborate with clubs to improve future applications.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Acceptance of Community Support Grant Allocations - Tom Price Amateur Basketball association and in accordance with Council Policy REC08 Community Donations, Grants and Funding, Council approves the application for Tom Price Amateur Basketball Association for \$500 financial assistance and \$1176.03 in-kind donation, to a total of \$1,676.03.

Council Decision **007/2023**

Moved **Cr L Rumble JP**

Seconded **Cr J Richardson**

That with respect to Acceptance of Community Support Grant Allocations - Tom Price Amateur Basketball Association and in accordance with Council Policy REC08 Community Donations, Grants and Funding, Council approves the application for Tom Price Amateur Basketball Association for \$500 financial assistance and \$1176.03 in-kind donation, to a total of \$1,676.03.

Carried 7/1

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Procedural motion

Moved **Cr R De Pledge**

Second **Cr L Rumble JP**

That Council, at 1.17pm, pursuant to Clause 6.2 of the *Shire of Ashburton Standing Orders Local Law 2012* close the meeting to the public,

18.2 Staff Accommodation Strategy Update – Tom Price and Paraburdoo

18.3 Property Purchase - Onslow

Carried 8/0

Cr M Gallanagh disclosed a direct financial interest in Item 18.2 (detailed in Item 5.2).
Deputy Shire President Cr M Lynch disclosed an indirect financial interest in Item 18.2 (detailed in Item 5.2).
Cr T Mladenovic disclosed a direct financial interest in Item 18.2 (detailed in Item 5.2).
Cr L Rumble JP disclosed a direct financial interest in Item 18.2 (detailed in Item 5.2).
Cr A Smith disclosed a direct financial interest in Item 18.2 (detailed in Item 5.2).

At 1:19 pm, Cr Melanie Gallanagh electronically left the meeting.

At 1:19 pm, Cr Audra Smith left the meeting.

At 1:19 pm, Cr Linton Rumble JP left the meeting.

18.2 Staff Accommodation Strategy Update - Tom Price and Paraburdo

File Reference	PE06
Applicant or Proponent(s)	Not Applicable
Author	R Wright, Executive Manager Land, Property and Regulatory Services
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Special Council Meeting Agenda Item 18.2 (Minute 136/2021) 17 August 2021
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Property Transfer List - Confidential 2. Detailed Property Report Card - Confidential 3. Side Letter Property Transfer - Confidential 4. Residential Property Umbrella Deed - Final - Confidential 5. Legal Advice - Major Land Transaction - Confidential

Reason for Confidentiality

Section under the Act	<i>This matter is to be considered behind closed doors pursuant to s.5.23(2)(a) and (c) of the Local Government Act 1995 as the subject matter relates to:</i>
Sub-clause and Reason:	<i>“s.5.23(2)(a) and (c) a matter affecting an employee or employees and a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.”</i>

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Report Purpose

The purpose of this report is to provide Council with an update on the ceding of 31 properties, currently leased from Hamersley Iron Pty Ltd to the Shire of Ashburton (the Shire), for \$1.

Council is required to approve the list of houses proposed to be transferred to the Shire and authorise the signing of a Residential Property Umbrella Deed to affect the transfer.

Voting Requirements: Simple Majority

Council Decision	008/2023
Moved	Cr R De Pledge
Seconded	Cr T Mladenovic
That with respect to Staff Accommodation Strategy Update - Tom Price and Paraburdoo Council,	
<ol style="list-style-type: none"> 1. Endorses the transfer of properties from the landowner to the Shire of Ashburton as detailed in Attachment 1, 2. Endorses the Residential Property Umbrella Deed as detailed in Attachment 4; 3. Authorises the Chief Executive Officer to negotiate minor amendments to the Residential Property Umbrella Deed; 4. Authorises the Chief Executive Officer to sign any Offer and Acceptance for the properties detailed in Attachment 1; and 5. Authorises the Shire President and Chief Executive Officer to engross all documents including applying the Common Seal, associated with the property transfer outlined within this report, in accordance with all laws of Western Australia. 	
Carried 5/0	

At 1:21 pm, Cr Audra Smith returned to the meeting.

At 1:21 pm, Cr Melanie Gallanagh returned to the meeting electronically.

At 1:21 pm, Cr Linton Rumble JP returned to the meeting.

Procedural Motion

Moved **Cr T Mladenovic**

Second **Cr R De Pledge**

That with respect to new business of an urgent nature introduced by Council decision Council, at 1:22pm, pursuant to Clause 5.4 of the *Shire of Ashburton Standing Orders Local Law 2012* consider the following new business –

18.3 Property Purchase – Onslow**Carried 8/0**

Item 18.2

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18.3 Property Purchase - Onslow

File Reference	ONS.027
Applicant or Proponent(s)	Not Applicable
Author	R Wright, Executive Manager Land, Property and Regulatory Services
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	Nil

Reason for Confidentiality

Section under the Act	<i>This matter is to be considered behind closed doors pursuant to s.5.23(2)(c) of the Local Government Act 1995 as the subject matter relates to:</i>
Sub-clause and Reason:	<i>“s.5.23(2)(c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.”</i>

Report Purpose

Council is required to consider an opportunity to purchase a commercially zoned vacant parcel of land within the town of Onslow.

Voting Requirements: Absolute Majority

Council Decision	009/2023
Moved	Cr K White
Seconded	Cr T Mladenovic
That with respect to Property Purchase - Onslow Council,	
<ol style="list-style-type: none"> 1. Authorises the purchase price and “Offer, as defined” section of this report, for the vacant land, described within this report; 2. Approves an amendment to the 2022/2023 Annual Budget, with an allocation to Onslow Strategic Land funding (new capital item) as shown in the “Offer, as defined by the seller” plus \$10,000 settlement fees; and 3. Authorises the Shire President and Chief Executive Officer to engross all documents including applying the Common Seal, associated with the purchase outlined within this report. 	
Carried By Absolute Majority 8/0	

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Procedural Motion

Moved **Cr L Rumble**

Second **Cr R De Pledge**

That Council re-open the meeting to the public at 1:28pm.

Carried 8/0

At 1:29 pm, Cr Kerry White left the meeting.

The Chief Executive Officer on behalf of the Presiding Member, read aloud the Council decisions made behind closed doors.

11 Office of the Chief Executive Officer Reports

11.1 Onslow Foreshore Development Business Case and Cost Benefit Analysis

File Reference	SEC.0381
Applicant or Proponent(s)	Not Applicable
Author	P Hanlon, Manager Business and Economic Development
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Ordinary Council Meeting 14 June 2022 - Item 15.1 – 084/2022
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Onslow Foreshore Development Business Case January 2023 ↔ 2. Onslow Foreshore Development Cost Benefit Analysis January 2023 ↔

Report Purpose

Council is required to consider the independently prepared Onslow Foreshore Development Business Case and Cost Benefit Analysis (CBA).

The purpose of this report is to present the Onslow Foreshore Development Business Case and CBA for Council endorsement.

Council is requested to receive the Onslow Foreshore Development Business Case and CBA and endorse the documents as key advocacy and investment attraction items.

Background

In 2021, Council adopted the Chief Executive Officer's Key Performance Indicators (KPI's), one being to complete an Onslow Foreshore Promenade Masterplan with the intent of developing an overarching staged construction timeline/program, future budget allocation and request any Unallocated Crown Land (UCL) through the Department of Planning, Lands and Heritage (DPLH), if required.

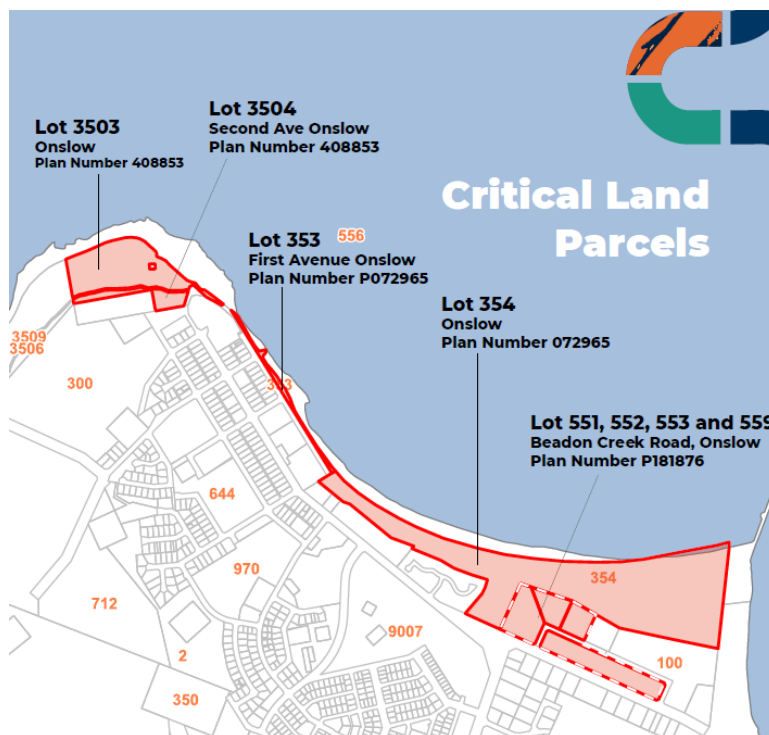
In 2022, Council adopted the Onslow Foreshore Promenade Masterplan and authorised the Chief Executive Officer to advocate for management orders over key parcels of UCL. The Shire of Ashburton (the Shire) have now received management orders for the following parcels of UCL which are critical for the Memorial Parklands end of the development:

- Lot 3504 Second Avenue, Onslow – Plan Number 408853, and
- Lot 3503 Onslow – Plan Number 408853.

The State Government is still considering the remaining parcels of UCL:

- Lot 353 First Avenue, Onslow – Plan Number P072965,
- Lot 354 Onslow – Plan Number 072965, and

- Lots 551, 552, 553 and 559 Beadon Creek Road, Onslow – Plan Number P181876.



(Critical Land Parcels taken from Onslow – Towards a Visitor Economy)

<https://www.ashburton.wa.gov.au/council/publications/strategic-plans.aspx>

To strengthen advocacy and investment attraction efforts, the Shire contracted an independent economic consultant to prepare a Business Case and CBA.

Comments

The Shire contracted Whitney Consulting, a specialist Western Australian grant attraction consultancy, to prepare an independent Business Case and CBA for the Onslow Foreshore Development.

These reports confirm that the Onslow Foreshore Development has the potential to yield significant financial, economic, social and environmental benefits for visitors, local residents, service population/workers and the wider Ashburton region.

The CBA estimates that the project will generate an economic output (direct and indirect) of \$21.87 million per year from 2030 onwards. The CBA also confirms that the project delivers a positive return on investment for the Shire.

It is estimated that the project will return almost twice the amount of benefits to the community with the project costs delivering \$1.96 for every \$1 spent (Benefit Cost Ratio of 1.96 at the preferred 7% discount rate). This is a positive result for a tourism related asset (from which the benefits yield over a longer period than other sectors).

The Economic Impact Assessment of the CBA also illustrates the impact of the project both during construction and operational phases, contributing significant economic impacts to incomes, growth and employment. This includes over 50 FTEs per year across the 2-year construction phase as well as almost 94 FTEs each year once the full benefit of the project is experienced in the local tourism sector. In addition, the social benefits of the project will be:

- improved amenity value for Onslow locals,
- preservation of culture and heritage values through the design of the foreshore,
- improved sense of pride for the local community in their town,
- increased social connection amongst the Onslow community, and
- increased physical activity amongst the Onslow community, both through planned sporting activities such as fishing and diving and through incidental activity along the foreshore.

With the above benefits now confirmed by the independent reports, the Shire can utilise this information to seek the remaining \$29.8 million needed to deliver the project through contributions from industry partners, Lotterywest and the Federal and State Governments.

Consultation

Chief Executive Officer
 Director Communities
 Tourism Western Australia
 Australia’s North West Tourism
 Onslow Beach Resort
 Pilbara Tourism Association
 Onslow Chamber of Commerce and Industry

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	3. Prosperity - We will advocate and drive opportunities for the community to be economically desirable, resilient, and prosperous.
Strategic Outcome	3.4 Sustainable commerce and tourism opportunities
Strategy	4 Partner with the Pilbara Development Commission, key resource industry partners and State Government to target investment opportunities designed at stimulating more diversified business and economic development to benefit the community.

Council Policy

Council Policy – Tourism Support and Promotion

The Shire recognises that tourism will continue to be a major employer and contributor to the local economy, and that it needs to play an active role to facilitate the growth and development of tourism.

Financial Implications

Current Financial Year

The Onslow Foreshore Development is an estimated \$31.4 million project with \$1.6 million currently budgeted this financial year.

Future Financial Year(s)

The current shortfall of \$29.8 million will need to be funded in future financial years unless further investment is attracted in the current financial year.

Legislative Implications

Nil

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	There is a reputation risk to Council if the Shire do not support the use of the independently prepared documents for advocacy and investment attraction.	Possible (3)	Moderate (3)	Moderate (5-9)	Reputational risk is mitigated by following the officer's recommendation, which supports the Shire's prior vision for the Onslow Foreshore.
Project (time)	There is a risk to Council that the project will be delayed if advocacy and investment attraction efforts are not supported.	Possible (3)	Moderate (3)	Moderate (5-9)	Reputational risk is mitigated by following the officer's recommendation, which will enable the Shire to begin approaching funding partners for investment.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Simple Majority

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Officer Recommendation

That with respect to Onslow Foreshore Development Business Case and Cost Benefit Analysis, Council,

1. Receives the independently prepared reports, as detailed in Attachments 1 and 2,
2. Endorses the use of the Business Case and Cost Benefit Analysis as key advocacy and investment attraction items, and
3. Has consideration for these items in the review of the Long-Term Financial Plan.

Council Decision 010/2023**Moved Cr L Rumble JP****Seconded Cr R De Pledge**

That with respect to Onslow Foreshore Development Business Case and Cost Benefit Analysis, Council,

- 1. Receives the independently prepared reports, as detailed in Attachments 1 and 2,**
- 2. Endorses the use of the Business Case and Cost Benefit Analysis as key advocacy and investment attraction items, and**
- 3. Has consideration for these items in the review of the Long-Term Financial Plan.**

Carried 7/0

11.2 Onslow Airport - Pavement Engineering

File Reference	TT06
Applicant or Proponent(s)	Not Applicable
Author	M Walsh, Manager Airport Services
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Proposed B737-700 Operations - Virgin Australia - Confidential 2. Airport Financial Report ⇒ 3. Detailed Engineering Assessment - Confidential 4. Summary Upgrade Assessment - Confidential

Report Purpose

Council is required to consider the investment needed to improve the runway and associated facilities at Onslow Airport to cater for larger aircraft as part of the fleet upgrade for Virgin Australia Regional Airlines (VARA) and other regional airlines.

The purpose of this report is to provide the information to date, from the airline and recommendations from expert consultants.

Council is requested to decide a course of action to facilitate upgrades to the aerodrome to meet the expected future growth forecasts and approve the budget variation amount of \$200,000, to be transferred from the Airport Reserve to the Airport Operating Budget.

Background

Onslow aerodrome (YOLW) is a certified aerodrome owned and operated by the Shire of Ashburton. YOLW consists of a single sealed runway 1900m long and 30m wide (designation 03/21), sealed parallel taxiway and feeder taxiways from the runway to the parallel taxiway and Regular Passenger Transport (RPT) and general aviation aprons. The aerodrome is currently nominated as Code 3C. The runway was commissioned and became operational in August 2013.

The aerodrome currently receives a mix of high-capacity air transport, medivac and general aviation aircraft. The largest aircraft to regularly use the aerodrome is a Fokker 100 (F100) aircraft operated by VARA, Qantas (Network Aviation) and Alliance Airlines.

VARA has been operating a F100 service into Onslow since 2013 and are the primary carrier for the airport.

In April 2022, Virgin Australia announced it would retire its fleet of F100s and replace them with 138 seat Boeing B737-700s. The move is part of the airline's push for net-zero emissions by 2050, with the B737-700's using 30% less fuel per passenger than the F100s.

Virgin Australia have engaged with the Shire of Ashburton's Chief Executive Officer and Manager Airport Services, to discuss how this change can be managed, given the Onslow Airport was principally built for F100 aircraft and the pavement rating of the runway is below the classification required for the B737-700.

As outlined in the attached proposal from Virgin Australia (refer to Attachment 1), the replacement of the F100 is necessary due to ageing of the fleet, ongoing reliability issues and parts shortages. The aircraft change will provide benefits for the greater population of the Shire of Ashburton with additional community seat capacity and additional cargo capacity to and from Perth.

Onslow Airport was designed and constructed to cater for F100 operations. This includes the terminal design, apron parking (configuration) pavement size and strength. Due to B737-700 being a larger and heavier aircraft than the F100 and the pavement coming up to 10-year life usage, Airport Consultancy Group (ACG) were engaged to undertake a feasibility study including a pavement load assessment.

This assessment process included:

- Review of all previous and supporting documentation,
- Feasibility Study by Aviation Projects, and Aircraft Capability Study Report by ACG,
- Pavement and site inspection by ACG Civil Engineer, Phil Bell, and
- Engineering Assessment of Onslow Airport pavement by Dr Gary Chai, ACG.

A fully detailed Engineering Assessment Report (refer to Attachment 3) and Summary Upgrade Assessment Report (refer to Attachment 4) have been attached for Council's information.

In accordance with the Onslow Airport's Asset Management Plan, the pavement areas are due for an overlay in 2026. The original design details were for F100 aircraft operations however, the number of flights has not been specified, so the actual design life has not been theoretically determined. Anecdotal information suggests that the pavement would last for 10-15 years based on F100 aircraft operations. The standards used in construction have some departures from industry standards (bitumen grade, base course material, compaction process) for airport construction, which will contribute to the pavement being less likely to achieve the optimistic end of the life assessment.

Comments

Pavement Strength Assessment

To protect airport pavements from negligent overload, a pavement strength rating system and an aircraft load classification system are adopted. Aircraft Classification Number (ACN) and Pavement Classification Number (PCN) are calculated to assess the aircraft loads and the load-carrying capacity of airport pavements for unrestricted operations.

Airport asset owners rely on their PCN value to determine if their pavement will be strong enough for a specific aircraft type. The pavement at Onslow Airport was recently measured via Heavy Weight Deflectometer (HWD) testing and the outcome demonstrated strength reduction from when previous testing was undertaken in 2019.

The current PCN has reduced from 27 in 2019 to 24.6 and is now lower than the minimum PCN for F100 operations. A F100 requires a runway to have a minimum PCN of 26 to operate unrestricted and a B737-700 requires a PCN of 40 unrestricted, 32 for proposed VARA operations (this requires the airline operator to operate under restrictions using a lighter load).

Existing F100 Operations

The reduction in the PCN value measured from the HWD since early 2019 indicates that the pavement structure is declining. The pavement remaining life is calculated to be approximately one year for the F100 aircraft before maintenance levels will start to increase.

Continuing F100 operations after one year without applying the overlay will increase deterioration of the overall structure of the pavement, resulting in a thicker overlay in the future as the pavement will be in poorer condition.

Suitability to Larger Aircraft

The pavement analysis shows that without pavement strengthening, the pavement is not adequate for extended operations of the potential B737-700 or larger aircraft operations without significantly increased maintenance and there is a high potential for rapid pavement condition deterioration.

Apart from the pavement strengthening, other works required to support the operation of larger aircraft include:

- confirmation of alignment or adjustment to Pilot Approach Path Indicators,
- reallocation and demarcation of aircraft parking positions,
- review and redesign of floodlighting for updated aircraft type and parking arrangements,
- review of Obstacle Limitation Surface, and
- review of aircraft and passenger turnaround and processing times.

When the Civil Aviation Safety Authority (CASA) introduced the new Manual of Standards in 2019, a number of facilities at the YOLW were subject to grandfathering. As the YOLW was compliant with the regulations prior to the change, the existing facilities were exempt from the new statutes. It is considered that these adjustments should not affect the current grandfathered facilities as the larger aircraft type remains in the same code letter group (Code C) as the existing critical aircraft type. This will require consultation with CASA and remains a CASA determination whether the minor changes constitute no change to the grandfathering.

Outcome

It is recommended that the runway pavement structure be strengthened to accommodate either the F100 and/or the proposed B737-700 operation.

Should the project continue to detail design, then a geotechnical investigation would be required to confirm current conditions of the various pavement layers which may have deteriorated since the last investigation. The investigation should also confirm the presence of ground water (if any) within the pavement area. The information relating to the moisture and salt content within the pavement layers are essential for the structural strengthening design.

The assessment includes a cost estimate of works required for:

Option 1:	Retain operation of the F100 Unrestricted maximum Take-off Weight (MTOW) 46T Retain Grandfathering.	\$8,720,000
Option 2:	Upgrade the airport for B737-700 operations Restricted to MTOW 60T Retain Grandfathering to previous standards.	\$11,000,000
Option 2B:	Upgrade to suit larger aircrafts Restricted MTOW 60T No Grandfathering applied. Compliant to new aviation standards.	\$11,230,000

It is important to note the F100 aircraft is an aging fleet worldwide and operators of this aircraft are facing ongoing reliability issues and parts shortages. As the major airlines look toward their future needs, they are investigating and investing in the next generation of aircraft to meet the demand for lower emissions targets and passenger comfort. With the largest fleet of F100s in the world, Western Australia will be impacted by this change more than anywhere, with many regional ports serviced exclusively by F100s.

On the basis of the information already received, and to meet the future growth forecasts, upgrading to the higher specification (option 2B) will ensure moving into the future, the YOLW will be able to cater for expected changes of aircraft and increased air traffic.

Consultation

Chief Executive Officer
 Department of Transport
 Virgin Australia
 Virgin Australia Regional Airlines
 Price Waterhouse Cooper

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	3. Prosperity - We will advocate and drive opportunities for the community to be economically desirable, resilient, and prosperous.
Strategic Outcome	3.2 Aviation transport opportunities for the community
Strategy	4 Promote opportunities for air services, aviation facilities, associated businesses, and future expansion.

Council Policy

ENG09 Asset Management Policy

The Asset Management Policy has been developed to support the vision, goals and objectives in the Shire of Ashburton’s Strategic Community Plan.

Financial Implications

Current Financial Year

In 2014/15, the Airport Reserve was created to fund the long-term sustainability of Onslow Airport with respect to maintaining assets and supporting operational deficits for several years, past the construction ‘boom’ in Onslow. Prior to 2014/15, income received from the airport was transferred into the Shire’s municipal fund. Since the creation of the reserve the Onslow Airport’s income and expenses have operated through this account.

In 2019/20, the Airport Reserve experienced a significant decline. This has been due to a decrease in passenger charges (to attract new business) and a reduction in services.

The 2022/23 Annual Budget has the Airport Reserve valued at \$7,145,887 (refer to Attachment 2). It is not anticipated the shortfall in funds needed for the upgrade can be obtained from the Onslow Airport’s income stream in the time needed, therefore additional funds will need to be sought from outside the Airport Reserve.

To undertake the works in the recommended timeframe it is crucial preliminary planning commences as soon as possible. Preliminary items will include aviation consultancy services, geotechnical investigation, and detailed pavement design. A budget allocation of \$200,000 is requested to cover these costs. The funds can be accessed from the Airport Reserve.

Future Financial Year(s)

Council will need to note that the existing terminal is designed with a departure lounge to cater for 100 passengers. The adoption of the B737-700 aircraft, which caters for up to 138 passengers, will require further expansion of the departure lounge and amenities.

Into the future, should Onslow Airport service larger aircraft such as the A320 (carrying up to 170 passengers) it will be prudent for Council to consider an expansion of the terminal to service the increased number of passengers.

Council must be conscious of the impact on the Long-Term Financial Plan if funds are withdrawn from the Airport Reserve at this time. It will be necessary for Council to review the Long-Term Financial Plan as a result of the proposed expenditure.

Legislative Implications

Civil Aviation Act 1988

Civil Aviation Safety Regulations 1998

Part 139 (Aerodromes) Manual of Standards 2019

This manual contains all the aerodrome rules, mandatory standards, procedures and guidance information relating to the planning, design and operation of aerodromes.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Airport not meeting Council’s vision for the community, resource companies and local business.	Almost Certain (5)	Major (4)	Extreme (17-25)	Commence preliminary planning. Continue to monitor the condition of the pavement.
Interruption to service	Unable to fulfill commitment to the community and airlines. Loss of services to other ports.	Possible (3)	Major (4)	High (10-16)	Continue to monitor the condition of the pavement. Start planning for the pavement reseal.

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Financial impact	Not undertaking the works in the timeframe recommended will result in higher construction costs and loss of income.	Likely (4)	Major (4)	High (10-16)	Commence preliminary planning. Continue to monitor the condition of the pavement. Start planning for the pavement reseal.
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Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be high as the need to improve the pavement has become critical and a failure to accommodate these aircraft types into the future will have a deleterious impact on the Onslow Airport’s brand and useability.

Voting Requirements

Absolute Majority

Officer Recommendation

That with respect to Onslow Airport – Pavement Engineering, Council,

1. Approves Option 2B – Upgrade the airport pavement to cater for B737-700/Larger aircraft, with works to be completed within the required timeframe as detailed in Attachments 3 and 4.
2. Authorises the Chief Executive Officer and the Manager Airport Services to source additional funding streams outside of the Airport Reserve.
3. Approves the following amendment to the 2022/2023 Annual Budget:
 - (a) Increase Job 3157 – Airport Consultancy by \$200,000, and
 - (b) Increase General Ledger RF43107 by transfer from Airport Reserve by \$200,000.
4. Advises airlines that it will only accept F100 aircraft until such a time the pavement is strengthened, and other airport facilities are upgraded.

Council Decision **011/2023**

Moved **Cr R De Pledge**

Seconded **Cr T Mladenovic**

That with respect to Onslow Airport – Pavement Engineering, Council,

- 1. Approves Option 2B – Upgrade the airport pavement to cater for B737-700/Larger aircraft, with works to be completed within the required timeframe as detailed in Attachments 3 and 4.**
- 2. Authorises the Chief Executive Officer and the Manager Airport Services to source additional funding streams outside of the Airport Reserve.**
- 3. Approves the following amendment to the 2022/2023 Annual Budget:**
 - (a) Increase Job 3157 – Airport Consultancy by \$200,000, and**
 - (b) Increase General Ledger RF43107 by transfer from Airport Reserve by \$200,000.**
- 4. Advises airlines that it will only accept F100 aircraft until such a time the pavement is strengthened, and other airport facilities are upgraded.**

Carried By Absolute Majority 7/0

Cr R De Pledge disclosed an impartiality interest in Item 11.3 (detailed in Item 5.2).

11.3 Unauthorised Occupation of Crown Reserve R19291

File Reference	CP65
Applicant or Proponent(s)	Not Applicable
Author	R Richardson, Lease and Accommodation Officer
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Map of Reserve 19291 ⇨ 2. Management Authority ⇨ 3. Aerial image of gates that are chained and locked ⇨ 4. Aerial image of reserve area with alleged unauthorised structures ⇨ 5. Alleged unauthorised structure on reserve ⇨ 6. Alleged unauthorised structures on reserve ⇨

Report Purpose

The purpose of this report is to advise Council of the unauthorised use of Crown Reserve R19291.

Council is requested to grant approval to Shire officers to investigate the matter with a view to approaching the occupant/s and requesting removal of any infrastructure that has been installed at their cost.

Further permission is requested for Shire officers to approach the Department of Planning, Lands and Heritage (DPLH) to excise a section of the Reserve in order to enter into negotiations for a lease or license of a smaller portion of land, to allow the occupant/s future use of the Reserve.

Background

During recent inspections at Shire managed Reserve 19291, it was noted that a section of the land (refer to Attachment 1) was occupied without any formal agreement. The Reserve is under Management Order N469567 XE (refer to Attachment 2), which states that the land is *“to be used for the purpose of “Common” only”*, with no power to lease or license any part of the area.

Ranger Services conducted a flyover of the area with a drone as access gates have been installed and were chained and padlocked (refer to Attachment 3). Improvements observed were stock pens, four truck dolly/trailers, hay bales, water troughs and metal frames/scrap. There was also evidence of livestock, with an approximately 6 month old calf on site (refer to Attachments 4, 5 and 6).

Officers were unable to determine the length of time this unauthorised use has been occurring.

Comment

Shire officers are requesting Council to authorise the Administration to investigate and approach the party responsible for the unauthorised use.

Should the occupant/s request formal use of the land, the Shire would need to approach the DPLH to request a section of the Reserve be excised and placed under a new Management Order. The Shire could then offer the occupant/s a formal lease/license of part of the area in the future.

Consultation

Department of Planning, Lands and Heritage

Ranger Services

Land, Property and Regulatory Services

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	2. Place - We will provide sustainable, purposeful, and valued built and natural environment opportunities for the community.
Strategic Outcome	2.2 Appropriate, inviting, and diverse employee accommodation and land management opportunities
Strategy	1 Manage and oversee compliance of land assembly and development.

Council Policy

Nil

Financial Implications

Current Financial Year

If request to excise a portion of the area of the current Management Order is approved through the DPLH, the costs associated with surveying the land and/or advertising the new Management Order would be payable.

Future Financial Year(s)

Any new lease/license entered into with the occupant/s would recoup income in accordance with a licensed valuation or discounted rate as per Shire policy.

Legislative Implications

Section 270 of the *Land Administration Act 1997*

Provides the Minister the power to serve notices for alleged unauthorised structures on Crown land. Notices can direct the owner of, or any person occupying, that alleged unauthorised structure to remove it, its contents and any fixtures, materials, and objects in its vicinity, permanently from the Crown land.

The Shire would be within its rights and authority to serve notice to have the unauthorised structures removed, with no less than 90 days to comply.

Section 273 of the *Land Administration Act 1997*

This allows the Minister to delegate his or her powers and duties under section 270 or 271 to any management body responsible for the care, control, and management of a reserve.

As the Shire is the approved Management body for this reserve the Shire has powers delegated to it to serve notice.

Section 70 of the *Criminal Code Act Compilation Act 1913*

This references any person who stops a person entitled by law to the possession of the land is guilty of a crime.

The access gates to the reserve have been chained and locked with no means of access available.

Section 70A of the *Criminal Code Act Compilation Act 1913*

Trespass on a place means to enter or be in the place without the consent or licence of the owner, occupier or person having control or management of the place.

There is no agreement in place for use of the land and the Shire is not able to enter into an agreement with the current Management Authority.

Section 458 of the *Local Government (Miscellaneous Provisions) Act 1960*

Cattle found trespassing upon land may be impounded in the nearest suitable public pound by the owner or occupier of the land or by a Ranger.

There is evidence of livestock being held on the Reserve.

Section 23 of the *Litter Act 1979*

Any person who deposits litter, or causes litter to be deposited, on any land commits an offence.

Litter includes any articles or material abandoned or unwanted by the owner or the person in possession thereof. Items that have been left on the Reserve can be considered litter.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Financial impact		Unlikely (2)	Moderate (3)	Moderate (5-9)	Request occupant/s to vacate land immediately and remove all improvements and livestock.
Reputation (social/community)	Possible negative reaction to the Shire's request for the occupant/s to cease using land.	Unlikely (2)	Minor (2)	Low (1-4)	Continue to attempt to work with the occupant/s to keep them informed, with a view to enter into a formalised agreement.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium.

Ordinary Council Meeting Minutes

14 February 2023

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Unauthorised use of Crown Reserve R19291, Council,

1. Requests the Chief Executive Officer to commence the process to remove the occupant/s from Reserve 19291 and instruct the occupant/s to remove any improvements and livestock installed and/or stored on the Reserve at their cost,
2. Requests the Chief Executive Officer to approach the Department of Planning, Lands and Heritage, to apply to excise a section of Reserve 19291 for future lease or license, and
3. Authorises the Chief Executive Officer to enter into negotiations with the occupant/s to grant a lease or license of the land, subject to Department of Planning, Lands and Heritage approval.

Alternative Recommendation

That with respect to Unauthorised use of Crown Reserve R19291, Council,

1. Requests the Chief Executive Officer to commence the process to remove the occupant/s livestock, stored on Reserve 19291, at their cost,
2. Requests the Chief Executive Officer to approach the Department of Planning, Lands and Heritage, to apply to excise a section of Reserve 19291 for future lease or license, and
3. Authorises the Chief Executive Officer to enter into negotiations with the occupant/s to grant a lease or license of the land, subject to Department of Planning, Lands and Heritage approval, and
4. Should the occupant be unable/unwilling to seek a grant of a lease, the Chief Executive Officer is authorised to commence the process to remove the occupant/s infrastructure improvements.

Reason for change

To allow the occupant/s the opportunity to enter into a lease or license of the land, prior to removing the infrastructure.

Council Decision **012/2023**

Moved **Cr J Richardson**

Seconded **Cr T Mladenovic**

That with respect to Unauthorised use of Crown Reserve R19291, Council,

- 1. Requests the Chief Executive Officer to commence the process to remove the occupant/s livestock, stored on Reserve 19291, at their cost,**
- 2. Requests the Chief Executive Officer to approach the Department of Planning, Lands and Heritage, to apply to excise a section of Reserve 19291 for future lease or license, and**
- 3. Authorises the Chief Executive Officer to enter into negotiations with the occupant/s to grant a lease or license of the land, subject to Department of Planning, Lands and Heritage approval, and**
- 4. Should the occupant be unable/unwilling to seek a grant of a lease, the Chief Executive Officer is authorised to commence the process to remove the occupant/s infrastructure improvements.**

Reason for change

To allow the occupant/s the opportunity to enter into a lease or license of the land, prior to removing the infrastructure.

Carried 6/1

11.4 Response to Tom Price Community Arts and Cultural Centre Petition

File Reference	DOR.0867
Applicant or Proponent(s)	Tom Price Community Arts and Cultural Centre Committee
Author	J Hunter, Coordinator Planning and Lands
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Ordinary Council Meeting 13 December 2022 – Item 7.1 (162/2022)
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	Nil

Report Purpose

Council is requested to consider a petition received at the Ordinary Council Meeting held on 13 December 2022 from the Tom Price Community Arts and Cultural Centre Committee, requesting that plans for the Tom Price Community Arts and Cultural Centre are included in the Community Lifestyle Infrastructure Plan (CLIP).

Background

At its meeting held 13 December 2022, Council resolved to receive the petition and refer it to the Chief Executive Officer for the appropriate action.

The petition included a total of 213 signatures. The Governance team reviewed the signatories in accordance with the relevant criteria and confirmed 90 valid signatures.

The petition requests that the CLIP incorporates a new Culture Centre in Tom Price to accommodate exhibition, performance, and workshop space to support current and future arts activities.

Comments

The comments raised in the petition have generally been considered through consultation and preparation of the draft CLIP, which is intended to become the fundamental guiding document to shape Tom Price and Paraburdoo to 2035 and beyond.

The draft CLIP is proposed to be presented to Council in early 2023 and at that time staff will ensure the comments raised in the petition are considered.

Consultation

The consultants engaged to prepare the CLIP have previously undertaken community engagement to solicit community feedback on future amenities for Tom Price.

This report was prepared in conjunction with the Shire’s planning consultants, LK Advisory.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	1. People - We will support opportunities for the community to be safe, socially active, and connected.
Strategic Outcome	1.1 Coordinated delivery of social services and projects for the community
Strategy	3 Provide safe and welcoming centres to help address social isolation in the community.

Council Policy

Nil

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Nil

Legislative Implications

Clause 6.10 of the *Shire of Ashburton Standing Orders Local Law 2012* outlines the procedures for dealing with petitions.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Community concern if the CLIP does not identify additional exhibition, performance, and workshop space to support improved arts and cultural activities in Tom Price.	Possible (3)	Minor (2)	Moderate (5-9)	Adopt the officer's recommendation.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Simple Majority

Ordinary Council Meeting Minutes

14 February 2023

Officer Recommendation

That with respect to the Tom Price Community Arts and Cultural Centre Petition, Council,

1. Notes the petition received from the Tom Price Arts and Cultural Centre Committee, and
2. Requests the Chief Executive Officer to refer the petition to the consultants appointed to prepare the draft Community Lifestyle and Infrastructure Plan (CLIP).

Council Decision **013/2023****Moved** **Cr A Smith****Seconded** **Cr T Mladenovic**

That with respect to the Tom Price Community Arts and Cultural Centre Petition, Council,

1. **Notes the petition received from the Tom Price Arts and Cultural Centre Committee, and**
2. **Requests the Chief Executive Officer to refer the petition to the consultants appointed to prepare the draft Community Lifestyle and Infrastructure Plan (CLIP).**

Carried 7/0

Ordinary Council Meeting Minutes

14 February 2023

Shire President Cr K White disclosed a proximity interest in Item 11.5 (detailed in Item 5.2).

11.5 Amendment to DAP/21/02078 – DA22-76 Lot 300 (No. 5) Back Beach Road, Onslow – Amendment to previous approval of Transient Workforce Accommodation

File Reference	BAC.0300
Applicant or Proponent(s)	Rowe Group/Mineral Resources Limited
Author	JH Hunter, Coordinator Planning and Lands
Authorising Officer	RW Wright, Executive Manager Land, Property and Regulatory Services
Previous Meeting Reference	Ordinary Council Meeting 9 August 2022 – Item 13.2 (109/2022) Ordinary Council Meeting 14 December 2021 – Item 13.2 (203/2021)
Disclosure(s) of interest	Author – Nil Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Development Application Plans ⇒ 2. Updated Transport Impact Statement (22 December 2022) ⇒ 3. Bushfire Management Plan Addendum ⇒ 4. Stantec Addendum ⇒ 5. RJDAP Determination (24 August 2022) ⇒

Report Purpose

To consider an application to amend the previous development approval granted by the Regional Joint Development Assessment Panel (RJDAP) for Transient Workforce Accommodation at Lot 300 (No. 5) Back Beach Road, Onslow.

In accordance with Regulation 17A of the *Planning and Development (Development Assessment Panels) Regulations 2011* (DAP Regulations), Council can amend a development approval granted by the RJDAP, at the request of the landowner (Buurabalayji Thalanyji Aboriginal Corporation).

The primary differences between the previous development approval granted by the RJDAP and the amended proposal which is the subject of this report are summarised below:

- The vehicle access point for the development has been relocated from Third Avenue to Back Beach Road. This is an improved outcome compared to the current approval, is consistent with the Onslow Expansion Structure Plan and responds to community concerns raised during the consultation process for the original application;
- To accommodate the change in vehicle access, the amended proposal incorporates a reconfigured internal driveway, carpark and building layout within the site (particularly the gymnasium, indoor recreation building and administration office); and
- Reduction in the number of accommodation 'pods' from 253 to 206 and a reduction in the total number of rooms from 500 to 412.

These changes are considered to be minor and are not expected to have any adverse impact on adjoining properties or the Onslow townsite more broadly. It is recommended that Council approve the application.

Background

Lot 300 (No. 5) Back Beach Road, Onslow (formally known as Lot 300 on Deposited Plan 422325, Certificate of Title Volume 4014 Folio 669) has a site area of 20.45 hectares, with a frontage of 467m to Back Beach Road and 114.17m to Third Avenue.

The subject land was formerly Unallocated Crown Land and is now owned freehold by the Buurabalayji Thalanyji Aboriginal Corporation.

DA21-67 DAP/21/029078

On 23 December 2021, the RJDAP approved a development application for a transient workers accommodation development on the subject land, comprising 500 bedrooms and various resort-style amenities.

DA22-40 DAP/21/02078

On 24 August 2022, the RJDAP approved an amendment to the original application, which related to conditions of approval and minor building modifications, including a reduction in the size of the on-site restaurant and tavern, and reconfiguration and relocation of facilities (recreational, administrative and laundry).

Surrounding Land Uses

The site is located on the north-western edge of the Onslow townsite, with constructed road frontage to Third Avenue and Back Beach Road, and unconstructed road frontage to First Street. To the northwest of the site is the coastal reserve comprising the Ian Blair Memorial Boardwalk, while to the north is the Onslow lookout hill/point and the Shire's development site. The south-western corner of the site abuts private residential properties at the intersection Back Beach Road and Simpson Street.

Proposal

The application proposes the following eight amendments to the development approval (DA22-40 – DAP/21/02078) granted by the RJDAP on 24 August 2022.

1. Primary access to the development has been reconfigured to use Back Beach Road instead of Third Avenue.
2. Changes to the configuration/orientation of the main carpark resulting from the new entry road.
3. Minor amendments to the layout of the 'gymnasium', 'indoor recreation' and 'administration' buildings to improve the flow and function of the development also resulting from the new entry road.
4. Relocation of a multipurpose outdoor court and outdoor facilities from the southern side of the outdoor recreation oval to the northern side of the oval.
5. Minor increase to the size of accommodation pods.
6. Reduction in the number of accommodation pods from 253 to 206 (including three (3) accessible pods) due to the new entry road.
7. Changes to site levels and topography as an outcome of detailed design development to provide safe and compliant path of travel and access in accordance with the requirements of the National Construction Codes.

8. Request to delete conditions of approval 8, 9 and 12(K) which are detailed later in this report.

The table below provides a comparison of the key design changes between the approved development and the proposed amendments subject of this report.

Item	Approved (24 August 2022)	Proposed Amendments
Transient Workforce Accommodation	Total Type A (Sleeps 2) = 247 Total type C (Accessible – Sleeps 2) = 3 Total No. Pods = 253 Total No. Rooms = 500	Total Type A (Sleeps 2) = 203 Total Type C (Accessible – Sleeps 2) = 3 Total No. Pods 206 Total No. Rooms = 412
Restaurant	Dining area = 599m ² Outdoor area = 225 m ²	479m ² dining area 185m ² outdoor area
Tavern	Dining = 304.5m ² Outdoor area = 290m ²	238m ² dining area 114m ² outdoor area
Recreation Facilities	Swimming Pool 250 m ² Gym 560 m ² Sports hall 708 m ²	Pool 439 m ² Gym 632 m ²
Administration Facilities	252m ²	468 m ²

Comments

The proposed changes to the vehicle access for the development and amendments to conditions of approval are considered to be of most significance and are therefore discussed in detail below. All other changes proposed by this amendment application are internal to the development and will not be externally apparent.

Vehicle Access

The proposed relocated vehicle access for the development is supported by an updated Transport Impact Statement (TIS) (refer to Attachment 2) which assesses the proposal in the context of its vehicle access, car parking, servicing, and connections for pedestrians and cyclists. The TIS concludes that traffic flows (discussed below) are well within the capacity of Back Beach Road, which is designated as an ‘Access Road’ under Main Roads WA’s classification framework, to accommodate up to 3,000 vehicle movements per day.

The proposal to use Back Beach Road for vehicle access is consistent with the Shire’s strategic vision for the Onslow Townsite as shown in Figure 10 (Access Plan) of the Shire’s Onslow Townsite Expansion Structure Plan. Back Beach Road is also better suited (than Third Avenue via Simpson Street) to accommodate the movement of workers and visitors to and from the development and Onslow Road.

The table below (sourced from the TIS) indicates the amended proposal is likely to generate marginally fewer vehicle movements per day (vpd) compared to the approved development.

Total Trips Generated	Previous Development Application	AMENDED Development Application
To/from airport	10 vpd (4 in peak hour)	10 vpd (4 in peak hour)
To/from worksite	80 vpd (0 in peak hour)	80 vpd (0 in peak hour)
Locally based staff	20 vpd (5 in peak hour)	20 vpd (5 in peak hour)
Service Vehicles	10 vpd (0 in peak hour)	10 vpd (0 in peak hour)
Public Use of Facilities	210 vpd (41 in peak hour)	200 vpd (40 in peak hour)
Total	330 vpd (50 in peak hour)	320 vpd (49 in peak hour)

Conditions of approval

On 21 December 2021, the RJDAP imposed conditions 8 and 9, primarily to address concerns raised in submissions regarding potential traffic impacts on Third Avenue and surrounding properties. Those concerns are no longer applicable as vehicle access is now proposed to be relocated to Back Beach Road. Accordingly, the applicant has requested that conditions 8, 9 and 12(k), as listed below, are deleted.

8. *Prior to the commencement of construction, the Traffic Impact Statement is to be updated to the satisfaction of the Shire of Ashburton to address the following matters:*
 - a) *The full extent of the traffic impacts the development will have on the locality.*
 - b) *Assess the full potential impact of the development.*
 - c) *Include the likely post-development traffic volumes.*
 - d) *The impact is to be assessed for 10 years after full opening of the development.*
 - e) *The application relies on the assumption that the majority of the 500 occupants will travel to and from the site by bus. The Shire expects that other scenarios are considered within the Traffic Impact Assessment document whereby the use of work and private vehicles is also factored into transport arrangements. This is typical of the operation of other significant sized workforce accommodation facilities in the Shire of Ashburton.*
 - f) *Road condition and any necessary upgrades arising from the development including potential cost contributions.*

9. *Prior to the commencement of the use, any road upgrades or contributions arising from the development and articulated by satisfying Condition No. 8 are to be undertaken to the satisfaction of the responsible local government.*
12. *Prior to commencement of construction, the applicant must submit and have approved by the Local Government, and thereafter implement to the satisfaction of the Local Government, a Construction Environmental Management Plan addressing the following matters:*
- (k) Road condition report and any additional repairs*

The applicant's requested deletion of these conditions is discussed below.

The intent of the above conditions is reflected in an Advice Note that was recommended by the Shire for the current development approval, but which the RJDAP declined to impose at its meeting on 24 August 2022. The Advice Note is reproduced below and foreshadowed that the Shire would be prepared to consider an application to amend the RJDAP's approval if vehicle access for the development were relocated to Back Beach Road and if the proponent contributed to the upgrading of that road and the intersection with Simpson Street, where deemed necessary –

The Shire of Ashburton is prepared to consider an application from the owner of Lot 300 under Regulation 17A of the Planning and Development (Development Assessment Panels) Regulations 2011 to delete or amend Conditions 8 and 9, if it can be demonstrated that to the Shire's satisfaction that:

- a) Vehicle access/egress connection will be provided to Back Beach Road;*
- b) To the extent deemed necessary by and where agreed with the Shire, the proponent will contribute towards the upgrading of:*
- (i) Back Beach Road up to and including the intersection with Simpson Street.*

While this recommended Advice Note was not included on the RJDAP's approval, the applicant has nevertheless satisfied part a) by relocating the vehicle access point to Back Beach Road. This change, in turn, alleviates the need to comply with condition 8 and the Shire therefore supports deletion of that condition.

With respect to part b) of the recommended (but not imposed) Advice Note and condition 9, a contribution towards upgrading Back Beach Road up to and including the intersection with Simpson Street is no longer considered necessary because:

- Back Beach Road is designated as an Access Road, which can accommodate up to 3,000 vpd. Back Beach Road currently has low daily vehicle movements, and the proposed development is only expected to generate approximately 320 vpd, which is around 10% of an access road's capacity;
- The approach to Back Beach Road from the south comprises a 400m length of Onslow Road that has a posted speed limit of 50 kilometres per hour. This design speed is sufficient to allow for vehicles to safely turn left into Back Beach Road and right (southbound) from Back Beach Road onto Onslow Road;
- The deletion of condition 8 diminishes the need, nexus and purpose of retaining condition 9; and

- The amended proposal incorporates revised path and verge treatments on the northern side of Back Beach Road to accommodate the safe passage of pedestrians and cyclists once the existing continuous path is interrupted by the relocated access road to the development.

For these reasons, the Shire supports deleting condition 9.

In relation to condition 12, it is noted that this condition fundamentally relates to the preparation of a Construction Environmental Management Plan (CEMP). Item (k) of this condition was added by the RJDAP at its meeting on 24 August 2022 and requires the CEMP to incorporate (among other things) a road condition report and identify any additional repairs. It is understood this requirement was intended to capture road asset condition information so that any repairs needed to the local road network could be identified prior to construction. However, the condition itself does not define who would undertake those repairs or improvements nor does it oblige the proponent to carry out or pay for such works.

Previously, there may have been value in this condition when all construction and operating traffic was intending to access the development from Simpson Street and Third Avenue. However, that is no longer the case, and the relocated vehicle access to Back Beach Road can accommodate the traffic expected to be generated by this proposal. The need for condition 12 (k) therefore falls away and it is recommended this condition is deleted.

This report has been prepared in conjunction with the Shire’s Planning Consultant, LK Advisory.

Consultation

The proposal to amend the existing development approval was advertised for public comment for 31 days between 6 January 2023 and 6 February 2023 by the following means:

- A letter drop was undertaken to 59 properties located within a 200m radius of the subject site (excluding Shire-owned property).
- A Public Notice was placed in ‘The West Australian’ on Saturday 7 January 2023, advising of the proposed development.
- Three (3) A3 sized signs were placed in conspicuous points on the subject site giving notice of the proposal.
- Notice of the development application was published on the Shire’s Website and Facebook page.

One submission was received during the advertising period, expressing concerns regarding the proposal. A summary of the submission and Officer comment in response, is provided in the table below.

Issue	Officer Comment
<p>Traffic Management</p> <p>The submission raised concerns with the increase in heavy and light vehicle traffic.</p>	<p>It is acknowledged that the proposed development will generate additional traffic in the locality, however it must be noted that:</p> <ul style="list-style-type: none"> • The development has already been approved by the RJDAP and the proponent can act on that current approval; and

	<ul style="list-style-type: none"> This amendment application will reduce the traffic impact from this development compared to the current approval.
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<p>Vehicle Noise</p> <p>The submission raised concerns with the impact that vehicle noise would have on nearby residents from vehicles driving on Back Beach Road up the hill to the proposed entry point.</p> <p>To address this concern, the submission suggests the use of noise barriers or an alternative access road along the alignment of the Onslow Salt conveyor, around 800m south-west of Back Beach Road.</p>	<p>The concerns raised in the submission are acknowledged.</p> <p>The amended development application included an addendum to the acoustic assessment (refer to Attachment 4) which addresses noise associated with the new vehicle access point. The <i>Environmental Protection (Noise) Regulations 1997</i> (Regulations) do not apply to noise emissions from vehicles operating on a public road. However, the noise emissions associated with vehicles within the can be assessed under the Regulations. The addendum to the acoustic assessment has modelled the noise emissions and indicates that the noise emissions from service vehicles are less than the predicted noise emissions from Onslow Salt operations in the area (60 dBA).</p> <p>Existing approval condition 12(g) requires the applicant to, prior to lodging an application for a building permit, submit and thereafter comply with a Construction Environmental Management Plan approved by the Shire, addressing noise management measures that will be implemented to mitigate noise impacts on neighbouring properties.</p> <p>This condition is not proposed to change and will allow appropriate noise mitigation measures to be incorporated in the development.</p> <p>The alternative vehicle access suggested by the submitter is not practical or achievable, as the land identified is remote from the development site and contains vital infrastructure related to Onslow Salt’s operations.</p> <p>The vehicle access proposed by this amendment application is:</p> <ul style="list-style-type: none"> Better suited to the development than the Third Avenue access permitted by the current approval; and Consistent with the Shire’s strategic vision for the Onslow Townsite as shown in Figure 10 (Access Plan) of the Shire’s Onslow Townsite Expansion Structure Plan.
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Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	2. Place - We will provide sustainable, purposeful, and valued built and natural environment opportunities for the community.
Strategic Outcome	2.6 Land use opportunities to benefit current and future communities
Strategy	2 Incorporate appropriate planning controls for land use planning and development.

Council Policy

Nil

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Nil

Legislative Implications

Planning and Development Act 2005

This provides the legal framework regarding the role of planning and development in Western Australia.

Planning and Development (Local Planning Schemes) Regulations 2015 – Clause 64 (Advertising Applications) of the Deemed Provisions

Outlines the requirements for advertising of development applications.

Local Planning Scheme No. 7 – Clause 5.7 ‘Advertising’

Outlines the requirements for advertising of development applications as guided by the *Planning and Development (Local Planning Schemes) Regulations 2015*.

Planning and Development (Development Assessment Panel) Regulations 2011 – Regulation 17A – Amendment or cancellation of development approval by responsible authority

Outlines the requirements for amending a development approval previously approved by a Development Assessment Panel.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Substantiated, localised impact on community trust or low media item.	Possible (3)	Minor (2)	Moderate (5-9)	Adopt the Officer's Recommendation.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium because of the identified reputational risk. Noting that if this application is approved, then the existing development approval will be amended to incorporate the changes summarised above. If this application is not approved, then the existing development approval granted on 24 August 2022 will remain valid.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to the proposed Amendment to DAP/21/02078 – DA22-76 Lot 300 (No. 5) Back Beach Road, Onslow – Amendment to previous approval of Transient Workforce Accommodation., Council, in accordance with Regulation 17A of the *Planning and Development (Development Assessment Panel) Regulations 2011* and Schedule 2, clauses 77(1)(b) and (c) of the *Planning and Development (Local Planning Schemes) Regulations 2015*:

1. Approves the application submitted by Rowe Group on 22 December 2022, to amend Development Approval DAP/21/02078 granted by the Regional Joint Development Assessment Panel on 24 August 2022 for Transient Workforce Accommodation at Lot 300 Back Beach Road, Onslow, as shown on plans dated 1 December 2022 (Drawing No. DA002 Rev O, DA003 Rev H, DA004 Rev F, DA100 Rev J, DA101-DA201 Rev I, DA300-DA301 Rev I, DA302 Rev G, DA400 Rev H and DA500 F) subject to the following conditions:
 - (a) Condition 8 is deleted in its entirety,
 - (b) Condition 9 is deleted in its entirety,
 - (c) Item (k) under Condition 12 is deleted,
 - (d) All other Conditions and Advice Notes, as imposed by the Regional Joint Development Assessment Panel on 21 December 2021 and amended on 24 August 2022, remain in place and are renumbered accordingly, and
2. Requests the Chief Executive Officer to give written notification of Council's determination to the Administrative Officer of the Regional Joint Development Assessment Panel in accordance with Regulation 17A(3) of the *Planning and Development (Development Assessment Panel) Regulations 2011*.

Council Decision **014/2023**

Moved **Cr T Mladenovic**

Seconded **Cr R De Pledge**

That with respect to the proposed Amendment to DAP/21/02078 – DA22-76 Lot 300 (No. 5) Back Beach Road, Onslow – Amendment to previous approval of Transient Workforce Accommodation., Council, in accordance with Regulation 17A of the *Planning and Development (Development Assessment Panel) Regulations 2011* and Schedule 2, clauses 77(1)(b) and (c) of the *Planning and Development (Local Planning Schemes) Regulations 2015*:

1. Approves the application submitted by Rowe Group on 22 December 2022, to amend Development Approval DAP/21/02078 granted by the Regional Joint Development Assessment Panel on 24 August 2022 for Transient Workforce Accommodation at Lot 300 Back Beach Road, Onslow, as shown on plans dated 1 December 2022 (Drawing No. DA002 Rev O, DA003 Rev H, DA004 Rev F, DA100 Rev J, DA101-DA201 Rev I, DA300-DA301 Rev I, DA302 Rev G, DA400 Rev H and DA500 F) subject to the following conditions:
 - (a) Condition 8 is deleted in its entirety,
 - (b) Condition 9 is deleted in its entirety,
 - (c) Item (k) under Condition 12 is deleted,
 - (d) All other Conditions and Advice Notes, as imposed by the Regional Joint Development Assessment Panel on 21 December 2021 and amended on 24 August 2022, remain in place and are renumbered accordingly, and
2. Requests the Chief Executive Officer to give written notification of Council's determination to the Administrative Officer of the Regional Joint Development Assessment Panel in accordance with Regulation 17A(3) of the *Planning and Development (Development Assessment Panel) Regulations 2011*.

Carried 7/0

11.6 Proposed Land Lease and Development of a Portion of the Pilbara Regional Waste Management Facility

File Reference	WM09
Applicant or Proponent(s)	CD Dodd Scrap Metal Recyclers
Author	J Hunter, Coordinator Planning and Lands
Authorising Officer	R Wright, Executive Manager Land, Property and Regulatory Services
Previous Meeting Reference	Ordinary Council Meeting 16 February 2021 - Item 19.2 – 17/2021
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Indicative Plans - CD Dodd Site Configuration ⇒ 2. PRWMF PFAS - Licence - Confidential 3. Indicative Plans of Lease and Licence Amendment Area ⇒

Report Purpose

To consider a request from CD Dodd Scrap Metal Recyclers (CD Dodd) to use a portion of the Shire managed Pilbara Regional Waste Management Facility site (Crown Reserve 53324), and to delegate authority to the Chief Executive Officer (CEO) to determine the request in line with any parameters set by Council.

Background

CD Dodd is proposing to:

1. Lease a portion of the Shire's Pilbara Regional Waste Management Facility (PRWMF) site at Lot 550 on Deposited Plan 414367, Onslow Road, Onslow (Crown Reserve 53324) for the purposes of operating a scrap metal, cleaning, and salvaging operation to support offshore infrastructure decommissioning works (refer to Attachment 1); and
2. Apply for planning approval under Local Planning Scheme No. 7 (LPS 7) to undertake the operations described in point 1 above.

The subject land is reserved and vested with the Shire under a management order for the purpose of 'Waste Disposal' with power to lease for any term not exceeding 21 years, subject to the consent of the Minister for Lands.

The Shire will not accept an application for planning approval under LPS 7 unless the application form is signed by the owner, in this instance also the Shire as managing body of the reserve (through the powers delegated through the "Instrument of Authorisation") and would not ordinarily sign a planning application form for use of its property unless lease arrangements have first been agreed with the proposed lessee. However, due to the background and timing imperative for this proposal, this report deals with both the proposed lease of land and future planning application.

CD Dodd Background

Council at its Ordinary Meeting held 16 February 2021, considered a report regarding lease arrangements for a portion of Crown Land Reserve 19291 Onslow (near the Shire's Onslow Waste Transfer Station) to facilitate CD Dodd's proposed scrap metal recycling operation. Council resolved as follows:

1. *Authorise the Chief Executive Officer to request the Minister for Lands create a reserve within Reserve 19291 for the purpose of "Waste" or similar, with Power to Lease;*
2. *Endorse lease of a ~6,000 sqm portion of Lot 330 on Deposited Plan 402361 to CD Dodd Scrap Metal Recycling for the purpose of scrap metal recycling;*
3. *Delegate authority to the Chief Executive Officer to negotiate the terms of the Lease Agreement with CD Dodd Scrap Metal Recycling, generally in accordance with the terms outlined in this report;*
4. *Authorise the Chief Executive Officer to advertise details of the Lease Agreement for two weeks, with any submissions referred back to Council; and*
5. *Subject to no submissions being received from advertising of the Lease, authorise the Chief Executive Officer to negotiate and execute the Lease Agreement, generally in accordance with the contents of this report, between the Shire of Ashburton and CD Dodd Scrap Metal Recycling.*

Onslow was identified as the preferred location by CD Dodd due to its proximity to offshore decommissioning works using the Port of Ashburton and transport connections to CD Dodd's processing facility in Karratha.

Council's resolution from 16 February 2021 was not acted upon as CD Dodd has now identified suitable land for its recycling operation within the purpose-built waste facility, the PRWMF.

PRWMF Background

The PRWMF is an integrated waste management facility located approximately 36km south of the Onslow townsite, offering hazardous waste solutions, including resource recovery initiatives across the Pilbara region.

The land on which the PRWMF operates is described as Lot 550 on Deposited Plan 414367, Onslow Road, Onslow (R 53324). Lot 550 is approximately 433.66 ha in area and is entirely reserved under LPS 7 for 'Conservation, recreation and nature landscape'. Refer Figure 1 below.



Fig. 1 – Location plan of PRWMF

As the whole of Lot 550 is under a single Prescribed Premises Licence, it will be necessary to amend the Licence in order to accommodate the proposed use on site. To achieve this, Shire officers propose to apply for a minor amendment to the Licence to remove an area of approximately 4ha from the current licenced area. Once this is approved by DWER, CD Dodd will then be able to apply for its own licence(s) and works approvals for its proposed operation.

Attachment 3 provides an indicative plan outlining the area to be removed from the Shire's licenced area that can then be leased to CD Dodd and reclassified by DWER for the proposed scrap metal recycling operation.

This location will not interfere with the current PES operations as it is outside of their fenced perimeter.

Lease proposal

Council previously agreed to lease a 6,000 square metre portion of Reserve 19291 in February 2021. Since that time, CD Dodd's operational requirements have increased, with a request to lease an approximate 40,000 square metres (refer to Attachment 3). The PRWMF location has been agreed in principle for this increased service.

Shire officers have held preliminary negotiations with CD Dodd on the following essential terms:

Lessee	CD Dodd Scrap Metal Recyclers
Location	Portion of Lot 550 on Deposited Plan 414367 (Crown Reserve 53324) Onslow Road, Onslow WA (PRWMF)
Lease Commencement date	Upon signing, subject to negotiation of practical completion of works.
Basis of lease	Ground lease
Development Approvals	To be in accordance with the Development Approval issued by the Shire, agreed development plans and specifications, all required approvals and consents from all relevant statutory bodies and in compliance with applicable legislation and regulations with practical completion no later than 24 months (or otherwise agreed).
Term	Five (5) years
Initial Rent	To be negotiated – may be discounted during development.
Approximate area	Approximately 40,000 square metres (4 HA)
Permitted purpose	Operating a scrap metal, cleaning, and salvaging operation to support offshore infrastructure decommissioning works and ancillary use.
Optional Term	Five (5) years at the Lessee's discretion.
Rent	To be negotiated and based on a licensed valuation.
Rent Commencement date	Following Practical Completion of the development.
Ownership of Improvements to the Land:	Ownership of all improvements to the Land erected or constructed on the Land by the Lessee shall remain the property of the Lessee and will revert to the Shire at the expiration of the Ground Lease unless otherwise agreed.

Demolition:	At the expiration of the Ground Lease, the Shire reserves the right to request the Lessee to demolish/remove the improvements to the Land and leave the Land flat, level and free of waste and rubbish at the Lessee's sole cost as applicable.
Assignment:	Any approved assignment of the Ground Lease will not result in the building and improvements reverting to Shire ownership with the assignee responsible for the cost of ongoing maintenance and repairs.
Sub Leasing	With Shire approval. Not to be unreasonably withheld.
Practical Completion	Practical Completion of the development will result in the immediate commencement of rent. Date of Practical Completion will be the date certified by the Lessee's architect as the date on which the development of the building is practically complete and has been accepted by the Shire.
Outgoings/Services:	All outgoing associated with the Premises, including electricity, water and gas, telephone, broadband etc. shall be payable by the Lessee.
Rates & Taxes:	All rates and taxes assessed on the Premises (Council rates ('commercial') and Emergency Services Levy and any other rates, taxes, assessments, and impositions) are payable by the Lessee.
HVAC/Mechanical Services:	The Lessee will be responsible for all maintenance of the Premises and all improvements thereon, including any items of a structural nature.
Insurance	The Lessee will take out and keep in force appropriate insurances for workers compensation, all buildings and improvements, fixtures, and fittings and the like. The Ground Lease will also include an indemnity from the Lessee to the Shire in relation to any damage, loss, injury, or death arising from the development and occupation by the Lessee. All required insurances to be arranged by Lessee at its sole cost (including, but not limited to) Contractors all risk (CAR), Public Liability (minimum \$20 million) and adequate Workers Compensation.
Public Liability	Subject to increase where required by the Shire.
Cleaning	Lessee responsibility
Consumables	Lessee responsibility
Signage	Lessee responsibility subject to relevant approvals
Fencing	By Lessee at its cost
Road Access	By Lessee at its cost
Legal costs	Each party to pay their respective costs incurred

Earthworks	By Lessee at its sole cost
Fit out/Development	By Lessee at its sole cost
Provision of or upgrade to services/utilities if required	By Lessee at its cost (further negotiation regarding possible water bore usage)
Compliance	Lessee responsibility
Conditions precedent	Statutory approvals (subdivision, building, planning, legislative compliance)
Special Conditions	<ul style="list-style-type: none"> The Shire cannot guarantee against interruptions to Quiet Enjoyment. It has the care, control, and management of the Premises along with other property, roads, and reserves in the vicinity of the Premises including the PRWMF that may require essential works to be undertaken from time to time that may impact on the Lessee's business. Restrictions (not limited to): disruption or closure of roads, reserves and road reserves; pedestrian movement and access; vehicle movement, access and parking; vibration and noise; and dust and dirt. <p>As a result, the Shire or its agents and contractor works will not be considered as having breached the Lessee's "quiet enjoyment" of the Premises and the Shire will not be liable to compensate the Lessee</p> <ul style="list-style-type: none"> Further special conditions to be discussed such as those pertaining to the proximity to the PES and any land contamination due to decommissioning. /contamination and DWER licence arrangement Subject to Minister for Lands consent.
Indemnity	The Lessee indemnifies the Shire and the Minister for Lands against all losses which the Shire/Minister for Lands suffers or incurs in connection with any damage, loss, injury or death arising directly or indirectly from the construction, installation or carrying out of the development/works.

Planning proposal

The proposed CD Dodd recycling operation is illustrated in the concept plans (refer to Attachments 1 and 3) and will generally involve:

- Multiple truck movements per day to transport containers and structures to the subject site shortly after receipt at the Port of Ashburton from offshore oil and gas decommissioning projects;
- Storing, sorting, disassembly, stripping and cleaning (by various mechanical and chemical processes) of decommissioned offshore oil and gas infrastructure, plant, and equipment; and

- Recycled scrap metal and other materials to be transported by road to CD Dodd's scrap metal facility in Karratha.

The proposed land use is classified as 'Industry – Noxious' under LPS 7, which means:

“an industry which is subject to licensing as “Prescribed Premises” under the environmental Protection Regulations 1987 (as amended).”

Industry – Noxious is a use that can only be approved within three zones under LPS 7, being the Industry zone, Industrial & Mixed Business Development zone, and Strategic Industry zone. The use is prohibited in all other zones under the Scheme but can be considered within the 'Conservation, recreation and nature landscape' reserve, as discussed earlier in this report.

In accordance with clause 3.2.2 of LPS 7, when dealing with an application for planning approval in respect of land reserved under the Scheme, the Shire is required to have regard to the ultimate purpose intended for the reserve.

In this instance, the intended purpose of the 'Conservation, recreation and nature landscape' reserve is to accommodate a broad range of natural and modified land uses, including include extractive and resource processing industries and infrastructure.

The proposed recycling operation accords with this purpose and is considered acceptable for the following reasons:

- The proposal is required to support decommissioning of offshore infrastructure directly associated with the oil and gas (resource) industry;
- The proposed activity can itself be considered to be a 'resource processing industry';
- The proposal is generally compatible with the PES operation already occurring on site and will represent co-location of waste management/waste handling activities at the PRWMF;
- The proposed activity will be temporary and time-limited and will (based on the proposed 5+5 year lease term) only exist on site for a maximum of 10 years. This timing will ensure the proposal does not impact future Shire plans for development or expansion of the PRWMF.

If Council is of a mind to entertain this proposal, then the following actions will need to occur:

- a. CD Dodd would need to prepare and lodge a formal application for planning approval, including all relevant information and documentation relating to the proposal as determined by the Shire. The planning application form will need to be signed by the Shire's CEO on behalf of the Shire as landowner/management body of Lot 550.
- b. The Shire would assess the application and determine whether consultation is required in accordance with clause 5.7 of LPS 7 and clause 64 of the 'Deemed Provisions' under the *Planning and Development (Local Planning Schemes) Regulations 2015*. This assessment will include consideration of the proposal against the following requirements of LPS 7:
 - i. Purpose and Aims of the Scheme
 - ii. Part 3 – Reserves
 - iii. Part 6 – Development Requirements

- c. The Shire would determine the application under delegated authority (if granted by Council) by either:
 - i. Approving the application with or without conditions; or
 - ii. Refusing the application, giving reasons for its decision.

Administration is recommending that Council delegates authority to the CEO to facilitate this proposal.

This report has been prepared in conjunction with the Shire’s Planning consultant, LK Advisory.

Consultation

CD Dodd

Executive Leadership Team

LK Advisory

JBS&G

Department of Planning, Lands and Heritage

Department of Water, Environment and Regulation

The need for any public or external agency consultation on the planning application will be considered through Administration’s assessment of the proposal, having regard to the nature and extent of any off-site impacts. The lease proposal will also be advertised for public comment, inviting submissions.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	2. Place - We will provide sustainable, purposeful, and valued built and natural environment opportunities for the community.
Strategic Outcome	2.6 Land use opportunities to benefit current and future communities
Strategy	3 Review and implement planning frameworks and strategies to ensure appropriate development outcomes.

Council Policy

Nil

Financial Implications

Current Financial Year

Council will receive a lease income from CD Dodd in line with a valuation to be obtained, subject to negotiation. A valuation was requested on 3 February 2023 and is anticipated to be received by 13 February 2023.

All application fees and development costs will be borne by CD Dodd.

The Shire will be required to pay for a revised valuation and advertising in accordance with the *Local Government Act 1995*.

Future Financial Year(s)

As above, lease fees will be received annually until the end of the term (up to 10 years).

Legislative Implications

Section 3.58(2) of the *Local Government Act 1995*

Provides that generally a local government can only dispose of property to:

- the highest bidder at a public action; or
- the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

The exception to this rule is provided for in s3.58(3). A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property:

- a. it gives local public notice of the proposed disposition: describing the property concerned;
- b. it gives details of the proposed disposition;
- c. it invites submissions to be made to the local government before a specified day, being a day not less than 2 weeks after the notice is first given; and
- d. it considers any submissions made to it before the date specified in the notice.

Schedule 7 of the *Planning and Development Act 2005*

Outlines the matters which may be dealt with by the Local Planning Scheme.

Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*

Introduce uniform processes and procedures to schemes, such as development assessment. The deemed provisions apply automatically to all schemes when the Regulations come into operation and cannot be altered, varied, or excluded.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Financial impact	Missed opportunity of partnership with CD Dodd for decommissioning support within the Pilbara.	Possible (3)	Moderate (3)	Moderate (5-9)	Enter into a five year plus five year lease over a portion of Lot 550.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium.

Voting Requirements

Absolute Majority

Officer Recommendation

That in respect of the Proposed Land Lease and Development of a Portion of the Pilbara Regional Waste Management Facility Council:

1. Authorises the Chief Executive Officer to submit a minor amendment to the Prescribed Premises Licence for the Pilbara Regional Waste Management Facility to remove an approximate 4 hectares area from the licenced area, as shown at Attachment 3;
2. Authorises the Chief Executive Officer to negotiate the terms of the Lease Agreement with CD Dodd Scrap Metal Recycling at Lot 550 on DP 414367 (Crown Reserve 53324) Onslow Road, Onslow, generally in accordance with the terms outlined within this report;
3. Authorises the Chief Executive Officer to advertise details of the Lease at Lot 550 on DP 414367 (R 53324) Onslow Road, Onslow for a period of two weeks;
4. Authorises the Chief Executive Officer to consider and determine any submissions received in response to item 3, and negotiate and execute the Lease Agreement and associated documents including planning and building applications for Lot 550 on DP 414367 (R 53324) Onslow Road, Onslow, between the Shire of Ashburton and CD Dodd Scrap Metal Recycling; and
5. Delegates authority to the Chief Executive Officer to determine an application for planning approval under LPS 7 for CD Dodd's proposed scrap metal recycling, cleaning and salvaging operation on the Shire's PRWMF land at Lot 550 on DP 414367 (R53324) Onslow Road, Onslow generally in accordance with the plans included within the report.



Council Decision **015/2023**

Moved **Cr L Rumble JP**

Seconded **Cr R De Pledge**

That in respect of the Proposed Land Lease and Development of a Portion of the Pilbara Regional Waste Management Facility Council:

- 1. Authorises the Chief Executive Officer to submit a minor amendment to the Prescribed Premises Licence for the Pilbara Regional Waste Management Facility to remove an approximate 4 hectares area from the licenced area, as shown at Attachment 3;**
- 2. Authorises the Chief Executive Officer to negotiate the terms of the Lease Agreement with CD Dodd Scrap Metal Recycling at Lot 550 on DP 414367 (Crown Reserve 53324) Onslow Road, Onslow, generally in accordance with the terms outlined within this report;**
- 3. Authorises the Chief Executive Officer to advertise details of the Lease at Lot 550 on DP 414367 (R 53324) Onslow Road, Onslow for a period of two weeks;**
- 4. Authorises the Chief Executive Officer to consider and determine any submissions received in response to item 3, and negotiate and execute the Lease Agreement and associated documents including planning and building applications for Lot 550 on DP 414367 (R 53324) Onslow Road, Onslow, between the Shire of Ashburton and CD Dodd Scrap Metal Recycling; and**
- 5. Delegates authority to the Chief Executive Officer to determine an application for planning approval under LPS 7 for CD Dodd's proposed scrap metal recycling, cleaning and salvaging operation on the Shire's PRWMF land at Lot 550 on DP 414367 (R53324) Onslow Road, Onslow generally in accordance with the plans included within the report.**

Carried By Absolute Majority 7/0

12 Corporate Services Reports

12.1 Monthly Schedule of Accounts Paid - November 2022

File Reference	FM03
Applicant or Proponent(s)	Not Applicable
Author	T Dayman, Acting Director of Corporate Services
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Schedule of Accounts Paid - November 2022 ↗

Report Purpose

Council is required to have produced a Schedule of Accounts Paid each month containing relevant information, as legislated.

The purpose of this report is to present the –

- Schedule of Creditor Accounts Paid for November 2022,
- Trust Fund Payments for November 2022, and
- Corporate Credit Card Reconciliations for October 2022.

Council is requested to confirm the Monthly Schedule of Accounts Paid, as presented.

Background

The *Local Government (Financial Management) Regulations 1996* require Shire officers, monthly and within a prescribed timeframe, to prepare a schedule of payments made from the Municipal Fund and the Trust Fund and present this to Council for confirmation.

Comments

Shire officers have prepared the Monthly Schedule of Accounts Paid, in accordance with legislative requirements, and this is attached.

For the month under review the following summarised details are presented:

Description	Amount \$
<u>Municipal Fund</u>	
Electronic Funds Transfers	4,300,986.50
Superannuation / Payroll (Direct Debits)	183,544.44
Cheques	-
Credit Cards	6,441.74

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Bank Fees and Charges	2712.03
<u>Municipal Fund Total</u>	4,493,684.71
<u>Trust Fund</u>	
Electronic Funds Transfers	0.00
<u>Trust Fund Total</u>	0.00

Consultation

Executive Leadership Team

Finance Team

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

- Strategic Objective 4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
- Strategic Outcome 4.2 Appropriate, sustainable, and transparent management of community funds
- Strategy 4 Ensure financial transactions are accurate and timely.

Council Policy

Nil

Financial Implications

Current Financial Year

Payments included on the Schedule of Accounts Paid have been undertaken in accordance with appropriate processes and the Annual Budget.

Future Financial Year(s)

Nil

Legislative Implications

Local Government (Financial Management) Regulations 1996

Regulation 13 (Payments from municipal fund or trust fund by Chief Executive Officer, Chief Executive Officer's duties as to etc.)

Where the Chief Executive Officer has been delegated the exercise of power to make payments from the Municipal Fund or the Trust Fund, a list of accounts authorised for payment by the Chief Executive Officer is to be presented each month to Council.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Council does not accept the Shire officer recommendation.	Unlikely (2)	Minor (2)	Low (1-4)	Provide Council with adequate information to make an informed decision.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Monthly Schedule of Accounts Paid, Council, in accordance with *Local Government (Financial Management) Regulations 1996* Regulation 13, confirms the Monthly Schedule of Accounts Paid for November 2022, as included at Attachment 1.

Council Decision **016/2023**

Moved **Cr T Mladenovic**

Seconded **Cr L Rumble JP**

That with respect to Monthly Schedule of Accounts Paid, Council, in accordance with *Local Government (Financial Management) Regulations 1996* Regulation 13, confirms the Monthly Schedule of Accounts Paid for November 2022, as included at Attachment 1.

Carried 7/0

12.2 Monthly Schedule of Accounts Paid - December 2022

File Reference	FM03
Applicant or Proponent(s)	Not Applicable
Author	T Dayman, Acting Director of Corporate Services
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Schedule of Accounts Paid - December 2022 ⇒

Report Purpose

Council is required to have produced a Schedule of Accounts Paid each month containing relevant information, as legislated.

The purpose of this report is to present the –

- Schedule of Creditor Accounts Paid for December 2022,
- Trust Fund Payments for December 2022, and
- Corporate Credit Card Reconciliations for November 2022.

Council is requested to confirm the Monthly Schedule of Accounts Paid, as presented.

Background

The *Local Government (Financial Management) Regulations 1996* require Shire officers, monthly and within a prescribed timeframe, to prepare a schedule of payments made from the Municipal Fund and the Trust Fund and present this to Council for confirmation.

Comments

Shire officers have prepared the Monthly Schedule of Accounts Paid, in accordance with legislative requirements, and this is attached.

For the month under review the following summarised details are presented:

Description	Amount \$
<u>Municipal Fund</u>	
Electronic Funds Transfers	5,531,800.76
Superannuation / Payroll (Direct Debits)	200,856.40
Cheques	-
Credit Cards	6,919.98
Bank Fees and Charges	2176.57
<u>Municipal Fund Total</u>	5,741,753.71

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<u>Trust Fund</u>	
Electronic Funds Transfers	0.00
<u>Trust Fund Total</u>	0.00

Consultation

Executive Leadership Team

Finance Team

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

- Strategic Objective 4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
- Strategic Outcome 4.2 Appropriate, sustainable, and transparent management of community funds
- Strategy 4 Ensure financial transactions are accurate and timely.

Council Policy

Nil

Financial Implications

Current Financial Year

Payments included on the Schedule of Accounts Paid have been undertaken in accordance with appropriate processes and the Annual Budget.

Future Financial Year(s)

Nil

Legislative Implications

Local Government (Financial Management) Regulations 1996

Regulation 13 (Payments from municipal fund or trust fund by Chief Executive Officer, Chief Executive Officer's duties as to etc.)

Where the Chief Executive Officer has been delegated the exercise of power to make payments from the Municipal Fund or the Trust Fund, a list of accounts authorised for payment by the Chief Executive Officer is to be presented each month to Council.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Council does not accept the Shire officer recommendation.	Unlikely (2)	Minor (2)	Low (1-4)	Provide Council with adequate information to make an informed decision.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Monthly Schedule of Accounts Paid, Council, in accordance with *Local Government (Financial Management) Regulations 1996* Regulation 13, confirms the Monthly Schedule of Accounts Paid for December 2022, as included at Attachment 1.

Council Decision **017/2023**

Moved **Cr T Mladenovic**

Seconded **Cr J Richardson**

That with respect to Monthly Schedule of Accounts Paid, Council, in accordance with *Local Government (Financial Management) Regulations 1996* Regulation 13, confirms the Monthly Schedule of Accounts Paid for December 2022, as included at Attachment 1.

Carried 7/0

12.3 Monthly Financial Statements - December 2022

File Reference	FM03
Applicant or Proponent(s)	Not Applicable
Author	T Dayman, Acting Director of Corporate Services
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Financial Statements - December 2022 ↗

Report Purpose

Council is required to have produced a Statement of Financial Activity each month containing relevant information, as legislated.

The purpose of this report is to present the Statement of Financial Activity for the month ended December 2022 as well as provide budget amendment recommendations.

Council is requested to accept the Statement of Financial Activity and any recommended budget amendments.

Background

The *Local Government (Financial Management) Regulations 1996* require Shire officers, monthly and within a prescribed timeframe, to prepare financial reports covering prescribed information and present these to Council.

Comments

Shire officers have prepared the Statement of Financial Activity, and supporting documentation, in accordance with legislative requirements (as attached).

The following 2022-2023 budget amendments are recommended:

GL / Job No.	GL / Job Description	Current Budget	Amendment	Revised Budget	Reason
X2330	Tom Price Emergency Services Facility	\$3,275,400	(\$513,000)	\$2,762,400	Project has come under budget.
X2862	Paraburdoo Sports Court Cover	\$6,000,000	\$400,000	\$6,400,000	Additional funds required to complete works.

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F0373	Peter Sutherland Oval - Toilets	\$39,900	\$60,000	\$99,900	Additional budget required to address blocked and damaged drainage.
X2322	Four Mile Rest Area Renewal	\$130,000	\$13,000	\$143,000	Additional funds required to complete works.
X2321	Ashburton Hall Window Treatments Renewal	\$15,000	\$40,000	\$55,000	Additional funds required to complete works.
ED24081 J3106	Tourism Initiatives Solar Eclipse - Event	\$950,000	(\$120,000)	\$830,000	Transfer of funds to fund Onslow Dump point being a capital item
NEW	Onslow Dump Point	\$0	\$120,000	\$120,000	Capital project, funded from the Solar Eclipse operating budget to meet service delivery needs of visitors

Consultation

Executive Leadership Team

Middle Management Group

Finance Team

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.2 Appropriate, sustainable, and transparent management of community funds
Strategy	4 Ensure financial transactions are accurate and timely.

Council Policy

Nil

Financial Implications

Current Financial Year

Commentary on the current financial position is outlined within the body of the attached reports.

Future Financial Year(s)

Nil

Legislative Implications

Local Government Act 1995

Section 6.4 (Financial report)

Local governments are required to prepare and present financial reports, on an annual basis and at any other time, and in any other format, as prescribed.

Regulation 34 (Financial activity statement required each month (Act s. 6.4))

Shire officers are to prepare each month a statement of financial activity reporting on the revenue and expenditure as set out in the annual budget. Each statement of financial activity is to be accompanied by information explaining the composition of net assets less committed and restricted assets, any material variances and any other supporting information considered relevant

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Material misstatement or significant error in the financial statements.	Unlikely (2)	Moderate (3)	Moderate (5-9)	Review of financial position information to be undertaken regularly and by multiple Shire officers.
Compliance	Council does not accept the Shire officer recommendation.	Unlikely (2)	Minor (2)	Low (1-4)	Provide Councillors with sufficient information for decision making.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

Voting Requirements

Absolute Majority

Officer Recommendation

That with respect to Monthly Financial Statements, Council, in accordance with *Local Government (Financial Management) Regulations 1996* regulation 34,

1. Accepts the Statement of Financial Activity, and associated documentation, for November 2022, as included at Attachment 1, and
2. Approves the following amendments to the 2022-2023 Annual Budget –
 - a. Decrease Job X2330 Tom Price Emergency Services Facility by \$513,000,
 - b. Increase Job X2862 Paraburdoo Sports Court Cover by \$400,000,
 - c. Increase Job F0373 Peter Sutherland Oval – Toilets by \$60,000,
 - d. Increase Job X2322 Four Mile Rest Area Renewal by \$13,000, and
 - e. Increase Job X2321 Ashburton Hall Window Treatments Renewal by \$40,000.
 - f. Decrease Job J3106 Solar Eclipse – Event by \$120,000
 - g. Increase New Capital Expenditure – Onslow Dump Point by \$120,000

Council Decision **018/2023**

Moved **Cr T Mladenovic**

Seconded **Cr A Smith**

That with respect to Monthly Financial Statements, Council, in accordance with *Local Government (Financial Management) Regulations 1996* regulation 34,

1. **Accepts the Statement of Financial Activity, and associated documentation, for November 2022, as included at Attachment 1, and**
2. **Approves the following amendments to the 2022-2023 Annual Budget –**
 - a. **Decrease Job X2330 Tom Price Emergency Services Facility by \$513,000,**
 - b. **Increase Job X2862 Paraburdoo Sports Court Cover by \$400,000,**
 - c. **Increase Job F0373 Peter Sutherland Oval – Toilets by \$60,000,**
 - d. **Increase Job X2322 Four Mile Rest Area Renewal by \$13,000, and**
 - e. **Increase Job X2321 Ashburton Hall Window Treatments Renewal by \$40,000.**
 - f. **Decrease Job J3106 Solar Eclipse – Event by \$120,000**
 - g. **Increase New Capital Expenditure – Onslow Dump Point by \$120,000**

Carried By Absolute Majority 7/0

Pursuant to Clause 5.2(1) of the *Shire of Ashburton Standing Orders Local Law 2012* changed the order of business to allow item 12.4 Ward Boundary and Representation Review – results of public consultation and final adoption to be considered first.

12.5 2022/2023 Policy Review - Amended and New Policies

File Reference	GV20
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Ordinary Council Meeting 11 October 2022 - Item 12.3 – (139/2022) Ordinary Council Meeting 8 November 2022 - Item 12.3 – (142/2022) Ordinary Council Meeting 13 December 2022 - Item 12.3 – (171/2022)
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. Memorials on Shire Land ⇨ 2. Tree Management ⇨ 3. Asset Management ⇨ 4. Trading in Public Places ⇨ 5. Community Donations, Grants and Funding ⇨ 6. Australia Day WA Community Citizen of the Year ⇨ 7. Closed Circuit Television (CCTV) ⇨ 8. Election Caretaker ⇨ 9. Election Signs ⇨ 10. Procedures before the State Administrative Tribunal ⇨ 11. Public Use of Internet at Shire Libraries ⇨

Report Purpose

It is good governance for Council to regularly review its policies.

The purpose of this report is to provide details of the comprehensive review that has been undertaken by the Administration.

Council is requested to adopt the policies presented for the reasons set out in this report.

Background

Council's policies were last reviewed in 2019. The current policies are available for viewing on the Shire's [website](#).

A comprehensive review of Council's policies has been undertaken.

Policies have been recommended to be either retained, retained with amendments or repealed.

Comments

For the reasons set out in the table below, the following six policies are proposed to be amended.

Policy	Amendments
ADM11 Memorials on Council Controlled Land	Removed outdated information. Minor grammatical and formatting amendments made.
ELM21 Tree Management Overview Policy	Removed outdated information and expanded on the matters a tree may be removed. Minor grammatical and formatting amendments made.
ENG09 Asset Management Policy	Removed outdated information. Minor grammatical and formatting amendments made.
FIN05 Trading in Public Places – Fees and Charges	The conditions relating to no trading permitted within 100m of schools between the hours of 2:30pm and 4:00pm (except during school holidays) or within 100m of an approved event have been removed as these are difficult to enforce and can be managed on a case-by-case basis.
REC08 Community Donations, Grants and Funding	The policy has been updated to reflect current practices. Council-initiated contributions to Aboriginal Communities has been removed as this can be undertaken under the aboriginal environmental health program. Computers for Communities has been removed as this is dealt with in the Disposal of Property (Other than Land) Policy.
REC09 Australia Day WA Community Citizen of the Year	The current policy inhibits the ability to use the Australia Day Council linked non-profit organisation Auspire. Auspire is well respected and utilised by a vast number of Councils for their Citizenship awards. The policy has been amended to align to Auspire’s program and clarifies that awards will be offered in the four categories in each town.

For the reasons set out in the table below, the following five new policies are proposed.

Policy	Amendments
Closed Circuit Television (CCTV)	Sets out the principles for the use of CCTV by the Shire and the sharing of footage.
Election Caretaker	Defines the election caretaker period and sets out what is and isn’t appropriate during that period. This policy will be a legislative requirement following the introduction of the local government reforms and is based on practices across other local governments across Western Australia.
Election Signs	Restricts the placement of elections signs on local government property and ensures public safety is considered by candidates when erecting election signs for Federal, State and local government elections.
Procedures before the State Administrative Tribunal	Provides guidance for staff and elected members when matters affecting the Shire are under the State Administrative Tribunal’s consideration.
Public Use of Internet at Shire Libraries	Outlines the obligations and responsibilities of all users of the internet at the Shire’s public libraries.

The policies have been transferred into the new template, designed in accordance with the Shire's Corporate Style Guide. Due to the significant formatting changes to allow for this, amendments to policies have not been tracked.

Where possible, titles of policies have been simplified for ease of reference and searchability for elected members, employees and the community.

Policy numbers have been removed to eliminate confusion when a policy is repealed and leaves a gap in the numbering system.

Consultation

All elected members, the Executive Leadership Team and policy managers were consulted in the review.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	2 Provide, and lead in the development of, meaningful policies and processes to ensure sound and compliant delivery of services to the community.

Council Policy

This report relates to the review, amendment and adoption of 11 Council policies.

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Nil

Legislative Implications

In accordance with section 2.7 of the *Local Government Act 1995*, the Council is responsible for determining the local government's policies.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Policies are out of date/inconsistent with relevant legislation.	Likely (4)	Moderate (3)	High (10-16)	Adopt the policies detailed in this report and implement a system for the regular review.
Reputation (social/community)	Customer complaints when policy content doesn't reflect current processes.	Possible (3)	Minor (2)	Moderate (5-9)	Adopt the policies detailed in this report and implement a system for the regular review.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to 2022/2023 Policy Review, Council,

1. Adopts the following amended policies,
 - (a) Memorials on Shire Land,
 - (b) Tree Management,
 - (c) Asset Management,
 - (d) Trading in Public Places,
 - (e) Community Donations, Grants and Funding, and
 - (f) Australia Day WA Community Citizen of the Year.
2. Adopts the following new policies,
 - (a) Closed Circuit Television (CCTV),
 - (b) Election Caretaker,
 - (c) Election Signs,
 - (d) Procedures before the State Administrative Tribunal, and
 - (e) Public Use of Internet at Shire Libraries.

Council Decision **019/2023**

Moved **Cr T Mladenovic**

Seconded **Cr L Rumble JP**

That with respect to 2022/2023 Policy Review, Council,

- 1. Adopts the following amended policies,**
 - (a) Memorials on Shire Land,**
 - (b) Tree Management,**
 - (c) Asset Management,**
 - (d) Trading in Public Places,**
 - (e) Community Donations, Grants and Funding (as amended), and**
 - (f) Australia Day WA Community Citizen of the Year (as amended).**
- 2. Adopts the following new policies,**
 - (a) Closed Circuit Television (CCTV),**
 - (b) Election Caretaker,**
 - (c) Election Signs,**
 - (d) Procedures before the State Administrative Tribunal, and**
 - (e) Public Use of Internet at Shire Libraries.**

Carried 7/0

13 Infrastructure Services Reports

Nil

14 Community Development Reports

Pursuant to Clause 5.2(1) of the *Shire of Ashburton Standing Orders Local Law 2012* changed the order of business to allow item 14.1 Acceptance of Community Support Grant Allocations - Tom Price Amateur Basketball Association to be considered first.

15 Councillor Agenda Items / Notices of Motion

Nil

16 Recommendations From Committee

Audit And Risk Management Committee Meeting held on 14 February 2023

6.1 Audit Log Status Update

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Ordinary Council Meeting 13 December 2022 - Item 17/6.2 – 182/2022
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Log as at 9 February 2023

Report Purpose

Council is required to review the Audit Log actions.

The purpose of this report is to provide Council oversight of the implementation of actions resulting from internal audits and external reviews.

Council is requested to receive the Audit Log status updates.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Audit Log Status Update, the Audit and Risk Management Committee recommends that Council, receives the updated Audit Log.

Council Decision **020/2023**

Moved **Cr T Mladenovic**

Seconded **Cr L Rumble JP**

That with respect to Audit Log Status Update, the Audit and Risk Management Committee recommends that Council, receives the updated Audit Log.

Carried 7/0

6.2 Internal Audit Report - Contract Management

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Contract Management - 2 December 2022 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Contract Management.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Contract Management.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Contract Management, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Council Decision **021/2023**

Moved **Cr T Mladenovic**

Seconded **Cr R De Pledge**

That with respect to Internal Audit Report – Contract Management, the Audit and Risk Management Committee recommends that Council,

1. **Receives the Internal Audit Report as detailed in the confidential attachment.**
2. **Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 7/0

6.3 Internal Audit Report - Fraud and Corruption

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Fraud and Corruption - 1 February 2023 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Fraud and Corruption.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Fraud and Corruption.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Fraud and Corruption, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Council Decision **022/2023**

Moved **Cr T Mladenovic**

Seconded **Cr R De Pledge**

That with respect to Internal Audit Report – Fraud and Corruption, the Audit and Risk Management Committee recommends that Council,

- 1. Receives the Internal Audit Report as detailed in the confidential attachment.**
- 2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 7/0

6.4 Internal Audit Report - Payroll and Human Resources

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Payroll and HR - 1 February 2023 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Payroll and Human Resources.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Payroll and Human Resources.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Payroll and Human Resources, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Council Decision **023/2023**

Moved **Cr T Mladenovic**

Seconded **Cr J Richardson**

That with respect to Internal Audit Report – Payroll and Human Resources, the Audit and Risk Management Committee recommends that Council,

- 1. Receives the Internal Audit Report as detailed in the confidential attachment.**
- 2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 7/0

6.5 2022 Compliance Audit Return

File Reference	GV32
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. 2022 Compliance Audit Return

Report Purpose

Council is required to review the 2022 Compliance Audit Return (refer to Attachment 1).

The purpose of this report is to present the responses to the 2022 Compliance Audit Return for review by the Audit and Risk Management Committee and subsequent Council endorsement.

Council is requested to endorse the completed 2022 Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries by 31 March 2023.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to 2022 Compliance Audit Return, the Audit and Risk Management Committee recommends that Council,

1. Endorses the Compliance Audit Return for the period 1 January 2022 to 31 December 2022 as shown in Attachment 1, and
2. Authorises the Shire President and Chief Executive Officer to jointly certify the Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries.

Council Decision **024/2023**

Moved **Cr T Mladenovic**

Seconded **Cr L Rumble JP**

That with respect to 2022 Compliance Audit Return, the Audit and Risk Management Committee recommends that Council,

- 1. Endorses the Compliance Audit Return for the period 1 January 2022 to 31 December 2022 as shown in Attachment 1, and**
- 2. Authorises the Shire President and Chief Executive Officer to jointly certify the Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries.**

Carried 7/0

6.6 2020-2021 Annual Report

File Reference	FM09
Applicant or Proponent(s)	Not Applicable
Author	T Dayman, Acting Director of Corporate Services
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. 2020-2021 Annual Report 2. 2020-2021 Audit Report 3. 2020-2021 Auditors Report 4. Auditors Report Management Letter A 5. Auditors Report Management letter B

Report Purpose

Council is required to accept the annual report no later than 31 December after that financial year or if not available, no later than 2 months after the auditor's report becomes available.

The purpose of this report is to provide Audit and Risk Management Committee with a copy of the 2020-2021 Annual Report, Audited Financial Statements, and the Auditors General Independent Auditor's report and Auditors Report, including auditors' findings and recommendations.

The Audit and Risk Management Committee is requested to endorse and recommend to Council to accept the Annual Report, Financial Statements and Auditors Report for the period ending 30 June 2021.

Voting Requirements

Absolute Majority

Officer Recommendation

That with respect to the 2020-2021 Annual Report and Financial Statements, the Audit and Risk Management Committee recommends that Council,

1. Accepts the Auditors Report for the year ending 30 June 2021, as provided for in Attachment 3, 4 and 5, and notes the findings and recommendations,
2. Accepts the Annual Report, Financial Statements and Audit Report for the year ended 30 June 2021 as provided for in Attachment 1 and 2, and
3. Holds a general meeting of electors on the 4 April 2023, at the Ashburton Hall, Paraburdo.

Council Decision **025/2023**

Moved **Cr A Smith**

Seconded **Cr T Mladenovic**

That with respect to the 2020-2021 Annual Report and Financial Statements, the Audit and Risk Management Committee recommends that Council,

- 1. Accepts the Auditors Report for the year ending 30 June 2021, as provided for in Attachment 3, 4 and 5, and notes the findings and recommendations,**
- 2. Accepts the Annual Report, Financial Statements and Audit Report for the year ended 30 June 2021 as provided for in Attachment 1 and 2, and**
- 3. Holds a general meeting of electors on the 4 April 2023, at the Ashburton Hall, Paraburdoo.**

Carried By Absolute Majority 7/0

17 New Business Of An Urgent Nature Introduced By Council Decision

Pursuant to Clause 5.2(1) of the *Shire of Ashburton Standing Orders Local Law 2012* changed the order of business to allow confidential late item 18.3 Property Purchase - Onslow to be considered first.

18 Confidential Matters

Procedural Motion

Moved Cr R De Pledge

Seconded Cr T Mladenovic

That Council move behind closed doors at 1:53pm, pursuant to clause 6.2 of the *Shire of Ashburton Standing Orders Local Law 2012* to consider the following confidential item.

18.1 Disposal of Assets Other Than Land - Onslow

Pursuant to sub section 5.23 (2) (c) of the Local Government Act 1995 which provides:

- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

Carried 7/0

18.1 Disposal of Assets Other Than Land - Onslow

File Reference	ONS.0016
Applicant or Proponent(s)	Not Applicable
Author	R Wright, Executive Manager Land, Property and Regulatory Services
Authorising Officer	K Donohoe, Chief Executive Officer
Previous Meeting Reference	Council Meeting 6 March 2019, Agenda Item 17.1 (Minute No. 329/2018) Council Meeting 19 November 2019 Agenda Item 13.8 (Minute No. 707/2019) Council Meeting 16 March 2021 Agenda Item 18.2 (Minute No. 152/2021) Council Meeting 26 October 2021 Agenda Item 18.1 (Minute No. 191/2021) Council Meeting 12 April 2022 Agenda Item 18.2 (Minute No. 047/2022)
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Dredge Spoil Areas - Central, Southern, Northern

Reason for Confidentiality

Section under the Act	<i>This matter is to be considered behind closed doors pursuant to s.5.23(2)(c) and (d) of the Local Government Act 1995 as the subject matter relates to:</i>
Sub-clause and Reason:	<i>“s.5.23(2)(c) and (d) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting and legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting.”</i>

Report Purpose

Council is requested to consider the outcome of a tender to dispose of dredge spoil on Lots 200 and 201 McAullay Road, Onslow (Onslow Airport subdivision land).

Council is required to consider the disposal of a larger quantity of spoil than originally proposed as recommended by Administration.

Voting Requirements: Simple Majority

Council Decision **026/2023**

Moved **Cr J Richardson**

Seconded **Cr R De Pledge**

That with respect to Disposal of Assets Other Than Land - Onslow, Council,

- 1. Notes all tender submissions for (RFT 14.22) - Design and Construction of Onslow Dredge Spoil Disposal and Drainage Reinstatement, were rejected under delegated authority,**
- 2. Authorises the sale of all of the dredge spoil at Lots 200 and 201 McAullay Road, Onslow as shown at Attachment 1, via tender (approximateley 950,000m³) under section 3.58 of the *Local Government Act 1995*, within the parameters outlined within this report;**
- 3. Authorises the Chief Executive Officer to negotiate the sale of the dredge spoil at Lots 200 and 201 McAullay Road, Onslow following the tender closure, as an exempt disposition if required; and**
- 4. Authorises the Shire President and Chief Executive Officer to engross all documents including applying the Common Seal, associated with the disposal of assets outlined within this report, in accordance with all laws of Western Australia.**

Carried 7/0

Pursuant to Clause 5.2(1) of the *Shire of Ashburton Standing Orders Local Law 2012* changed the order of business to allow item 18.2 Staff Accommodation Strategy Update - Tom Price and Paraburdoo to be considered first.

Ordinary Council Meeting Minutes

14 February 2023

Procedural Motion

Moved **Cr T Mladenovic**

Seconded **Cr A Smith**

That Council re-open the meeting to the public at 1:54pm.

Carried 7/0

The Chief Executive Officer on behalf of the Presiding Member, read aloud the Council decision made behind closed doors.

19 Next Meeting

The next Ordinary Council Meeting will be held at 1:00pm on Tuesday 14 March 2023 at Council Chambers, Onslow Shire Complex, Second Avenue, Onslow.

20 Closure Of Meeting

There being no further business, the Presiding Member closed the meeting at 1:57pm.



Agenda Item 9.2.1 - Attachment 1

Minutes of the Audit And Risk Management Committee
Meeting held 14 February 2023



Published Minutes

Audit And Risk Management Committee Meeting

Tuesday, 14 February 2023

Date:	Tuesday 14 February 2023
Time:	8:30am
Location:	Clem Thompson Sport Pavilion, Stadium Road, Tom Price
Distribution Date:	Friday 17 February 2023



**Shire of Ashburton
Audit And Risk Management Committee Meeting**

The Chief Executive Officer recommends the endorsement of these minutes at the next Audit And Risk Management Committee Meeting.

K Donohoe
Chief Executive Officer
17 February 2023

These minutes were confirmed by Council as a true and accurate record of proceedings at the Audit And Risk Management Committee Meeting held on Tuesday, 14 February 2023.

Presiding Member _____

Date _____

Disclaimer

The Shire of Ashburton warns anyone who has an application lodged with Council must obtain, and should only rely on, written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by Council in respect of the application. No responsibility whatsoever is implied, or accepted, by the Shire of Ashburton for any act, omission, statement, or intimation occurring during a Council meeting.

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1 Declaration Of Opening

The Presiding Member declared the meeting open at 8:30am.

Presiding Member Recommendation

In accordance with regulation 14C(2)(b) of the *Local Government (Administration) Regulations 1996*, approves Councillor M Gallanagh and Councillor Kerry White to attend the meeting via electronic means, noting they are in instantaneous communication with the meeting.

1.1 Acknowledgement Of Country

As representatives of the Shire of Ashburton Council, we respectfully acknowledge the local Indigenous people, the traditional custodians of this land where we are meeting upon today and pay our respects to them and all their elders both past, present and emerging.

2 Announcement Of Visitors

Nil

3 Attendance

3.1 Present

Elected Members:	Cr M Lynch	Tom Price Ward (Presiding Member)
	Cr R De Pledge	Ashburton Ward
	Cr M Gallanagh	Pannawonica Ward (via electronic means)
	Cr L Rumble JP	Paraburdoo Ward
	Cr A Smith	Tom Price Ward
	Cr T Mladenovic	Tom Price Ward
Employees:	K Donohoe	Chief Executive Officer
	T Dayman	Acting Director Corporate Services
	R Miller	Director Infrastructure Services
	R Wright	Executive Manager Land, Property and Regulatory Services
	A Lennon	Manager Media and Communications
	J Bray	Manager Governance

Audit And Risk Management Committee Meeting Minutes

14 February 2023

	A Furfaro A Rauhihi	Governance Officer Executive Services Support Officer
Guests:	Nick Goosen and Michelle Shafizadeh from Moore Australia	
Members of Public:	There were no members of the public in attendance at the commencement of the meeting.	
Members of media:	There were no members of the media in attendance at the commencement of the meeting.	

3.2 Apologies

Cr K White Onslow Ward 14 February 2023

Cr J Richardson Tableland Ward 14 February 2023

3.3 Approved Leave Of Absence

Nil

3.4 Application for Leave Of Absence

Committee Decision

Moved Cr A Smith

Seconded Cr T Mladenovic

That with respect to applications for leave of absence, Committee grants a leave of absence to Cr Alana Sullivan for 14 February 2023.

Carried 6/0

4 Declaration By Members

4.1 Due Consideration By Councillors To The Agenda

Councillors noted they have given due consideration to all matters contained in this agenda.

4.2 Declaration Of Interest

A member who has an Impartiality, Proximity or Financial interest in any matter to be discussed at this meeting must disclose the nature of the interest either in a written notice, given to the Chief Executive Officer, prior to the meeting, or at the meeting immediately before the matter is discussed.

A member who makes a disclosure in respect to an interest must not preside at the part of the meeting which deals with the matter, or participate in, or be present during any discussion or decision-making process relative to the matter, unless the disclosing member is permitted to do so under Section 5.68 or Section 5.69 of the *Local Government Act 1995*.

The following declarations of interest are disclosed –

Nil

5 Confirmation Of Minutes

5.1 Confirmation Of Previous Minutes

5.1.1 Minutes Of The Audit And Risk Management Committee Meeting Held On 8 November 2022

Committee Decision

Moved Cr R De Pledge

Seconded Cr T Mladenovic

That the Minutes of the Audit And Risk Management Committee Meeting held 8 November 2022 (Item 5.1.1 Attachment 1) be received.

Carried 6/0

6 Public Agenda Items

6.1 Audit Log Status Update

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Ordinary Council Meeting 13 December 2022 - Item 17/6.2 – 182/2022
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Log as at 9 February 2023

Report Purpose

Council is required to review the Audit Log actions.

The purpose of this report is to provide Council oversight of the implementation of actions resulting from internal audits and external reviews.

Council is requested to receive the Audit Log status updates.

Background

The Chief Executive Officer (CEO) is required to ensure adequate systems and processes are established for the effective management and control of the Shire.

Internal audits and external reviews are examples of methods Council may use to ensure sound management of the Shire is occurring.

Following the finalisation of an internal audit and/or external review, recommendations are included in the Audit Log to ensure progress monitored and recorded.

Comments

The Shire of Ashburton has previously undertaken internal audits and external reviews of financial and other processes and systems.

This report provides an update on the implementation of the recommendations from those audits and reviews.

A progress update is provided to the Audit and Risk Management Committee to ensure oversight of the implementation of recommendations as a result of an internal audit and/or external review. Full details of the outstanding actions as shown in Attachment 1.

Internal Audits

A summary of the progress on the implementation of internal audit recommendations is provided in the following table. Please note: the recommendations from the three internal audits listed on the current Audit and Risk Management Committee have been included in the totals.

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Internal Audit	Total Recommendations	Not Started	In Progress	Completed
Review of 2019 FMR	4	0	4	0
Procurement Systems and Controls	23	2	12	9
Risk Management Practices	19	5	10	4
Grants Management	11	10	1	0
Records Management 21	15	6	10	5
Records Management 22	32	12	14	6
Cybersecurity	23	9	14	0
Business Continuity	26	25	1	0
Building Permits	26	20	1	5
Contract Management	17	6	8	3
Fraud and Corruption	27	23	1	3
Payroll and HR	8	0	0	0
Total	231	126	70	35

23 recommendations have been completed since last reported to the Audit and Risk Management Committee on 8 November 2022.

Financial Audits

A summary of the progress on the implementation of financial audit recommendations is provided in the following table.

Financial Year Ended	Total Recommendations	Not Started	In Progress	Completed
30 June 2021	Not received	Not received	Not received	Not received
30 June 2020	5	4	0	1
30 June 2019	4	2	0	2
30 June 2018	1	1	0	0
30 June 2017	1	1	0	0
30 June 2016	1	1	0	0
Total	12	9	0	3

No recommendations have been completed since last reported to the Audit and Risk Management Committee on 8 November 2022.

Resourcing issues have prevented satisfactory progress of addressing the recommendations from these audits and reviews from occurring.

Consultation

The relevant members of the Executive Leadership Team and Middle Management Group were consulted on the progress of the outstanding actions on the Audit Log.

Moore Australia has been provided updates to the Audit Log and verified evidence provided to close actions.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

Nil

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Nil

Legislative Implications

In accordance with regulation 17 of the *Local Government (Audit) Regulations 1996*, the CEO is to review the appropriate and effectiveness of a local government’s systems and procedures in relation to:

- Risk management,
- Internal control, and
- Legislative compliance.

The CEO is to report to the Audit and Risk Management Committee, the results of each review.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Compliance failures if areas identified for improvement are not addressed.	Possible (3)	Major (4)	High (10-16)	Implement process improvements as a result of internal audits/external reviews and provide regular progress reporting to the Audit and Risk Management Committee.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be high.

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Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Audit Log Status Update, the Audit and Risk Management Committee recommends that Council, receives the updated Audit Log.

Committee Decision

Moved Cr A Smith

Seconded Cr T Mladenovic

That with respect to Audit Log Status Update, the Audit and Risk Management Committee recommends that Council, receives the updated Audit Log.

Carried 6/0

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6.2 Internal Audit Report - Contract Management

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Contract Management - 2 December 2022 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Contract Management.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Contract Management.

Background

An internal audit on the Shire of Ashburton's systems and process in place to manage contracts was included in the 2021/2022 internal audit program.

Moore Australia (WA) Pty Ltd were engaged to conduct the audits included in the internal audit program.

Comments

The internal audit was completed in December 2022 and identified a total of seven findings, three high-risk matters and four medium-risk matters. Full details of the findings are available in the confidential attachment.

All matters identified will be addressed in accordance with the agreed action, by the target completion date.

All findings from the internal audit will be included in the Internal Audit Log. Progress on the actions will be provided at each Audit and Risk Management Committee meeting.

Consultation

Moore Australia (WA) Pty Ltd was engaged to conduct the review.

The Chief Executive Officer, Director Projects and Procurement, Senior Procurement Officer, Acting Director Corporate Services and Manager Governance were consulted during the internal audit and in the collation of the final audit internal report.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

The review identified the need to review the Purchasing and Procurement Policy. The review of this policy was adopted by Council at its meeting held 13 December 2022.

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

The Internal Audit Report identified a need for the Shire to investigate a contract management software solution. Quotes are currently being sought to ascertain the cost of implementing a software solution. A request for funds may be listed for consideration in the 2023/2024 Annual Budget, if required.

Legislative Implications

In accordance with regulation 17 of the *Local Government (Audit) Regulations 1996*, the CEO is to review the appropriateness and effectiveness of a local government’s systems and procedures in relation to –

- Risk management,
- Internal control, and
- Legislative compliance.

The CEO is to report to the Audit and Risk Management Committee the results of each review.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Loss of community trust if the Shire doesn't manage contracts appropriately.	Possible (3)	Major (4)	High (10-16)	Implement process improvements as a result the internal audit and provide regular progress reporting to the Audit and Risk Management Committee.

Audit And Risk Management Committee Meeting Minutes

14 February 2023

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be high.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Contract Management, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Committee Decision

Moved Cr L Rumble JP

Seconded Cr T Mladenovic

That with respect to Internal Audit Report – Contract Management, the Audit and Risk Management Committee recommends that Council,

- 1. Receives the Internal Audit Report as detailed in the confidential attachment.**
- 2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 6/0

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6.3 Internal Audit Report - Fraud and Corruption

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Fraud and Corruption - 1 February 2023 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Fraud and Corruption.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Fraud and Corruption.

Background

An internal audit on the Shire of Ashburton's systems and processes in place to prevent fraud and corruption was included in the 2021/2022 internal audit program.

Moore Australia (WA) Pty Ltd were engaged to conduct the audits included in the internal audit program.

Comments

The internal audit was completed in February 2023 and identified a total of 13 findings, six high-risk matters, six medium-risk matters and one low-risk matter. Full details of the findings are available in the confidential attachment.

All matters identified will be addressed in accordance with the agreed action, by the target completion date.

All findings from the internal audit will be included in the Internal Audit Log. Progress on the actions will be provided at each Audit and Risk Management Committee meeting.

Consultation

Moore Australia (WA) Pty Ltd was engaged to conduct the review.

The Chief Executive Officer, Acting Director Corporate Services, Manager Organisational Development and Manager Governance were consulted during the internal audit and in the collation of the final audit internal report.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

The review identified the need to review a number of Council policies. This process is already underway. In addition, it is recommended to develop a Fraud and Corruption Policy. This policy is currently being drafted and it is anticipated that it will be presented to Council in March 2023.

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Funds may be required to implement the actions detailed in the attached report. A request for funds may be listed for consideration in the 2023/2024 Annual Budget, if required.

Legislative Implications

In accordance with regulation 17 of the *Local Government (Audit) Regulations 1996*, the CEO is to review the appropriateness and effectiveness of a local government’s systems and procedures in relation to –

- Risk management,
- Internal control, and
- Legislative compliance.

The CEO is to report to the Audit and Risk Management Committee the results of each review.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Reputation (social/community)	Loss of trust in the community if the Shire is the subject of a fraud or corruption investigation.	Possible (3)	Major (4)	High (10-16)	Implement process improvements as a result the internal audit and provide regular progress reporting to the Audit and Risk Management Committee.

Audit And Risk Management Committee Meeting Minutes

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Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be high.

Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Fraud and Corruption, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Committee Decision

Moved Cr L Rumble JP

Seconded Cr T Mladenovic

That with respect to Internal Audit Report – Fraud and Corruption, the Audit and Risk Management Committee recommends that Council,

- 1. Receives the Internal Audit Report as detailed in the confidential attachment.**
- 2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 6/0

6.4 Internal Audit Report - Payroll and Human Resources

File Reference	CM52
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. Internal Audit Report - Payroll and HR - 1 February 2023 - Confidential

Report Purpose

Council is required to review the Internal Audit Report on Payroll and Human Resources.

The purpose of this report is to provide the Council oversight of the internal audit conducted and the related findings.

Council is requested to receive the Internal Audit Report on Payroll and Human Resources.

Background

An internal audit on the Shire of Ashburton's payroll and human resources systems and processes in place was included in the 2021/2022 internal audit program.

Moore Australia (WA) Pty Ltd were engaged to conduct the audits included in the internal audit program.

Comments

The internal audit was completed in February 2023 and identified a total of six findings, three high-risk matters, two medium-risk matters and one low-risk matter. Full details of the findings are available in the confidential attachment.

All matters identified will be addressed in accordance with the agreed action, by the target completion date.

All findings from the internal audit will be included in the Internal Audit Log. Progress on the actions will be provided at each Audit and Risk Management Committee meeting.

Consultation

Moore Australia (WA) Pty Ltd was engaged to conduct the review.

The Chief Executive Officer, Acting Director Corporate Services, Manager Organisational Development, Payroll Officer and Manager Governance were consulted during the internal audit and in the collation of the final audit internal report.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

The review identified the need to implement and/or review a number of Council policies.

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Funds may be required to implement the actions detailed in the attached report. A request for funds will be listed for consideration in the 2023/2024 Annual Budget, if required.

Legislative Implications

In accordance with regulation 17 of the *Local Government (Audit) Regulations 1996*, the CEO is to review the appropriateness and effectiveness of a local government’s systems and procedures in relation to –

- Risk management,
- Internal control, and
- Legislative compliance.

The CEO is to report to the Audit and Risk Management Committee the results of each review.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
People	Inconsistent payroll and human resources processing resulting in significant errors.	Possible (3)	Major (4)	High (10-16)	Implement process improvements as a result the internal audit and provide regular progress reporting to the Audit and Risk Management Committee.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be high.

Audit And Risk Management Committee Meeting Minutes

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Voting Requirements

Simple Majority

Officer Recommendation

That with respect to Internal Audit Report – Payroll and Human Resources, the Audit and Risk Management Committee recommends that Council,

1. Receives the Internal Audit Report as detailed in the confidential attachment.
2. Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.

Committee Decision

Moved Cr T Mladenovic

Seconded Cr L Rumble JP

That with respect to Internal Audit Report – Payroll and Human Resources, the Audit and Risk Management Committee recommends that Council,

1. **Receives the Internal Audit Report as detailed in the confidential attachment.**
2. **Notes the actions detailed in the Internal Audit Report will be included on the Internal Audit Log.**

Carried 6/0

6.5 2022 Compliance Audit Return

File Reference	GV32
Applicant or Proponent(s)	Not Applicable
Author	J Bray, Manager Governance
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	1. 2022 Compliance Audit Return

Report Purpose

Council is required to review the 2022 Compliance Audit Return (refer to Attachment 1).

The purpose of this report is to present the responses to the 2022 Compliance Audit Return for review by the Audit and Risk Management Committee and subsequent Council endorsement.

Council is requested to endorse the completed 2022 Compliance Audit Return for submission to the Department of Local Government, Sport and Cultural Industries by 31 March 2023.

Background

In accordance with regulation 14 of the *Local Government (Audit) Regulations 1996*, local governments are required to carry out a compliance audit for the period 1 January to 31 December each year.

The compliance audit covers a range of matters that require actions to be completed by local governments in performing their functions to maintain legislative compliance with the *Local Government Act 1995* and associated regulations and focuses on areas considered to be high risk.

Comments

The 2022 Compliance Audit Return contains the following compliance categories:

- Commercial Enterprises by Local Governments
- Delegation of Power/Duty
- Disclosure of Interest
- Disposal of Property
- Elections
- Finance
- Integrated Planning and Reporting
- Local Government Employees
- Official Conduct

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- Tenders for Providing Goods and Services
- Optional Questions.

Responsible officers have responded to the questions in the 2022 Compliance Audit Return indicating either yes, no or not applicable.

The following table summarises the Shire's performance in each of the compliance categories. The Shire is 96.8% compliant for the 2022 Compliance Audit Return.

Category	2022 Questions	Compliance Rating
Commercial Enterprises by Local Governments	5	100%
Delegation of Power/Duty	13	100%
Disclosure of Interest	22	100%
Disposal of Property	2	100%
Elections	3	100%
Finance	7	100%
Integrated Planning and Reporting	3	100%
Local Government Employees	5	100%
Official Conduct	4	100%
Optional Questions	9	77.7%
Tenders for Providing Goods and Services	22	100%
Total	95	96.8%

Two areas of non-compliance were identified in the 2022 Compliance Audit Return in the Optional Questions category. Further details are as follows:

1. Section 5.87C of the *Local Government Act 1995* – Gift disclosures made by elected members and the Chief Executive Officer are required to be submitted within 10 days after receipt of the gift.
Two gifts were disclosed outside of the prescribed timeframe.
The Shire has initiated regular reminders to elected members and staff on gift disclosure requirements.
2. Section 5.96A(1), (2), (3) and (4) of the *Local Government Act 1995* – Consolidated local laws are to be published on the local government's website.
Currently, the Shire has published the *Government Gazette* versions of its local laws (both principal and amendments).
Consolidated versions are being prepared (where the amendments have incorporated into the principal). It is anticipated to be completed and available on the Shire's website by 31 March 2023.

Following Council endorsement, the 2022 Compliance Audit Return must be certified by the Shire President and Chief Executive Officer and submitted to the Department of Local Government, Sport and Cultural Industries no later than 31 March 2023.

Consultation

The Chief Executive Officer, Directors, Managers and relevant officers were consulted in the compilation of the CAR responses.

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.6 Visionary community leadership with sound, diligent and accountable governance
Strategy	3 Deliver best practice governance and risk management.

Council Policy

Nil

Financial Implications

Current Financial Year

Nil

Future Financial Year(s)

Nil

Legislative Implications

In accordance with regulation 14 and 15 of the *Local Government (Audit) Regulations 1996* the local government is to carry out a compliance audit for the period 1 January to 31 December each year and submit a certified copy of the return to the Department of Local Government, Sport and Cultural Industries by 31 March.

Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Not completing the CAR will result in non-compliance with the Shire's statutory reporting obligations.	Unlikely (2)	Moderate (3)	Moderate (5-9)	Council endorsement of the completed CAR for submission to the Department of Local Government, Sport and Cultural Industries.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be low.

6.6 2020-2021 Annual Report

File Reference	FM09
Applicant or Proponent(s)	Not Applicable
Author	T Dayman, Acting Director of Corporate Services
Authorising Officer	T Dayman, Acting Director of Corporate Services
Previous Meeting Reference	Nil
Disclosure(s) of interest	Author – Nil
	Authorising Officer – Nil
Attachments	<ol style="list-style-type: none"> 1. 2020-2021 Annual Report 2. 2020-2021 Audit Report 3. 2020-2021 Auditors Report 4. Auditors Report Management Letter A 5. Auditors Report Management letter B

Report Purpose

Council is required to accept the annual report no later than 31 December after that financial year or if not available, no later than 2 months after the auditor's report becomes available.

The purpose of this report is to provide Audit and Risk Management Committee with a copy of the 2020-2021 Annual Report, Audited Financial Statements, and the Auditors General Independent Auditor's report and Auditors Report, including auditors' findings and recommendations.

The Audit and Risk Management Committee is requested to endorse and recommend to Council to accept the Annual Report, Financial Statements and Auditors Report for the period ending 30 June 2021.

Background

In accordance with Section 5.54(1) of the *Local Government Act 1995* Council is required to prepare and accept the annual report for each financial year no later than 31 December after that financial year.

If the auditor's report is not available in time for the annual report for a financial year to be accepted by the 31 December after that financial year, the annual report is to be accepted by the local government no later than 2 months after the auditor's report becomes available.

As defined within the Audit and Risk Management Committee Terms of Reference, the role of the Committee is to provide guidance and assistance to Council in fulfilling its governance and oversight responsibilities in relation to key areas including review the Shire's draft annual financial report and consider and recommend the Shire's annual financial report to Council for adoption.

On 28 October 2017, the Local Government Amendment (Auditing) Act 2017 was proclaimed, giving the Auditor General the mandate to audit Western Australia's 139 local governments and 9 regional councils.

In April 2021 Council received correspondence from the Office of the Auditor General of the appointment of RSM to conduct the shires annual financial audit for a 3-year period, commencing with the audit for the year ended 30 June 2021.

Comments

On behalf of the Office of Auditor General, RSM conducted an onsite visit to conduct the 2021 audit at the Tom Price Administration Officer from the 4 October 2021 to the 7 October 2021. Remaining testing of the statement of financial position was conducted remotely.

A number of factors have contributed to the Shire experienced significant delays in finalising the 2020-2021 financial statements and receiving signed Audited Financial Statements.

The Office of Auditor General and RSM auditors conducted an exit meeting via teleconference on the 22 December 2021 with the Shire's Audit and Risk Committee Chairperson, Chief Executive Officer, and Acting Director Corporate Services in attendance.

On the 22 December 2022, the Office of Auditor General issued the Auditor General's auditor's report, together with the audited annual financial report, which was forward to the Chief Executive Officer, Shire President, and the Minister for Local Government, as required under the Act.

Two (2) Management letters of findings was received from the Office of Auditor General being.

1. Findings identified during the audit; and
2. Findings indemnified during in the information system audit.

These findings and recommendations have been reviewed by management, and management comments are provided for within the report addressing each finding raised.

While a number of matters raised have been addressed, where there are matters that may or are outstanding, will be added to the Shire's Audit log to ensure that they are progressed, and status update provided to the committee and Council.

Council is required to accept the annual report by the 22 February 2022 being within 2 months of the reports becoming available. Once accepted and as soon as practical, the Chief Executive Officer is required to give local public notice it its availability and publish the annual report of the Shire's official website within 14 days.

In accordance with Section 5.27(2) of the *Local Government Act 1995*, a general meeting of electors is to be held on a day not more than 56 days after the local government accepts the annual report for the previous financial year.

It is proposed that the Electors general meeting is held on the 4 April 2021 in Paraburdoo.

It is recommended that the Audit and Risk Management Committee recommend Council adopts the 2020-2021 Annual Report, Financial Statements and Auditors report for the period ending 30 June 2021.

Consultation

Executive Leadership Team

Office of Auditor General

RSM Australia

Finance Team

Governance Team

Media and Communication Team

Strategic Community Plan

Shire of Ashburton Strategic Community Plan 2022-2032

Strategic Objective	4. Performance - We will lead the organisation, and create the culture, to deliver demonstrated performance excellence to the community.
Strategic Outcome	4.2 Appropriate, sustainable, and transparent management of community funds
Strategy	4 Ensure financial transactions are accurate and timely.

Council Policy

Nil

Financial Implications

Current Financial Year

Advertising, printing costs are included in the 2022-2023 Annual Budget

Future Financial Year(s)

Nil

Legislative Implications

Local Government Act 1995

5.54. Acceptance of annual reports

- 1) Subject to subsection (2), the annual report for a financial year is to be accepted* by the local government no later than 31 December after that financial year.

* Absolute majority required.

- 2) If the auditor’s report is not available in time for the annual report for a financial year to be accepted by 31 December after that financial year, the annual report is to be accepted by the local government no later than 2 months after the auditor’s report becomes available.

5.55. Notice of annual reports

The CEO is to give local public notice of the availability of the annual report as soon as practicable after the report has been accepted by the local government.

5.55A. Publication of annual reports

The CEO is to publish the annual report on the local government’s official website within 14 days after the report has been accepted by the local government.

5.27. Electors’ general meetings

- 1) A general meeting of the electors of a district is to be held once every financial year.
- 2) A general meeting is to be held on a day selected by the local government but not more than 56 days after the local government accepts the annual report for the previous financial year.
- 3) The matters to be discussed at general electors’ meetings are to be those prescribed.

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Risk Management

Risk has been assessed against the Shire of Ashburton Risk Management Framework.

Theme	Risk	Likelihood	Consequence	Inherent Risk Rating	Risk Treatment
Compliance	Minor (2)	Rare (1)	Minor (2)	Moderate (5-9)	Audit and Risk Committee recommend the acceptance of the 2020-2021 Annual Report and Financial Statements.

Based on the inherent risk rating and risk treatments, the residual risk to the Shire is considered to be medium.

Voting Requirements

Absolute Majority

Officer Recommendation

That with respect to the 2020-2021 Annual Report and Financial Statements, the Audit and Risk Management Committee recommends that Council,

1. Accepts the Auditors Report for the year ending 30 June 2021, as provided for in Attachment 3, 4 and 5, and notes the findings and recommendations,
2. Accepts the Annual Report, Financial Statements and Audit Report for the year ended 30 June 2021 as provided for in Attachment 1 and 2, and
3. Holds a general meeting of electors on the 4 April 2023, at the Ashburton Hall, Paraburdoo.

Committee Decision

Moved Cr R De Pledge

Seconded Cr L Rumble JP

That with respect to the 2020-2021 Annual Report and Financial Statements, the Audit and Risk Management Committee recommends that Council,

1. **Accepts the Auditors Report for the year ending 30 June 2021, as provided for in Attachment 3, 4 and 5, and notes the findings and recommendations,**
2. **Accepts the Annual Report, Financial Statements and Audit Report for the year ended 30 June 2021 as provided for in Attachment 1 and 2, and**
3. **Holds a general meeting of electors on the 4 April 2023, at the Ashburton Hall, Paraburdoo.**

Carried By Absolute Majority 6/0

7 New Business Of An Urgent Nature Introduced By Council Decision

Nil

8 Next Meeting

The next Audit And Risk Management Committee Meeting is tentatively to be held at 8:30am on Tuesday 14 March 2023 at Council Chambers, Onslow Shire Complex, Second Avenue, Onslow.

9 Closure Of Meeting

There being no further business, the Presiding Member closed the meeting at 8:51am.



Agenda Item 11.2 - Attachment 1

Proposed Lease Agreement Community Boating Precinct

1

THIS DEED is made the _____ day of _____ 2022

BETWEEN:

THE MINISTER FOR TRANSPORT being a body corporate pursuant to the provisions of the Marine and Harbours Act 1981 of 5 Newman Court, Fremantle, Western Australia ("Lessor")

AND

SHIRE OF ASHBURTON (ABN 45 503 070 070) being a local government entity established under the Local Government Act 1995 (WA) of Lot 246 Poinciana Street, Tom Price, Western Australia ("Lessee")

RECITALS:

- A. The Land is by proclamation under Section 9 of the Marine and Harbours Act 1981 vested in the Lessor for harbour purposes.
- B. Under Section 12(2) of the Marine and Harbours Act 1981 the Lessor has the power to grant a lease of the Premises.
- C. The Lessee has requested and the Lessor has agreed to grant the Lessee a lease of the Premises on the terms and conditions of this Document.

The Parties COVENANT and AGREE:

PART 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

"Authority" means any government or governmental, semi-governmental, judicial, statutory, public or other authority, entity or body and includes without limitation the Lessor;

"Boat Harbour" means the boat harbour in which the Land is situated;

"Business Day" means a day other than a Saturday, Sunday or public holiday in Western Australia;

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for Perth All Groups Index Numbers or if that index

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is suspended or discontinued, the index substituted for it by the Australian Statistician;

"Corporations Act" means the Corporations Act 2001 (Cth);

"Costs and Expenses" means the costs and expenses mentioned in clause 10;

"Date of Commencement" means the date specified in Item 4 of Schedule A;

"Document" means this deed, whether registered or not, as supplemented, amended or varied from time to time;

"Encumbrance" has the meaning given in clause 7 of the Property Law Act 1969 (WA) and encumbrances and encumber have a corresponding meaning;

"Event of Default" means an event specified in clause 27.1;

"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 13 of Schedule A;

"GST" has the same meaning given in section 195-1 of the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999;

"Harbour Area Contribution" means the harbour area contribution specified in Item 12 of Schedule A as varied from time to time under this Document;

"Holding Over" means holding over by the Lessee under clause 29;

"Input Tax Credit" has the meaning given in section 195-1 of the GST Act;

"Insolvency Event" occurs, in respect of a person, when that person:

- (a) informs its creditors generally that it is insolvent;
- (b) has a meeting of its creditors called with a view to entering a scheme of arrangement or executing a deed of company arrangement;
- (c) enters a scheme of arrangement except for a reconstruction whilst solvent;
- (d) executes a deed of company arrangement with creditors;
- (e) has a controller or liquidator (as those terms are defined in the Corporations Act) of its property or part of its property appointed;
- (f) is the subject of an application to a court for its winding up, which application is not stayed within TEN (10) Business Days;
- (g) has a winding up order made in respect of it;
- (h) has an administrator appointed under section 436A, 436B or 436C of the Corporations Act;
- (i) enters into voluntary liquidation; or

- (j) fails to comply with, or apply to have set aside, a statutory demand made under the Corporations Act within FOURTEEN (14) days of the time for compliance and:
- A. if the corporation applies to have the statutory demand set aside within FOURTEEN (14) days of the time for compliance, the application to set aside the statutory demand is unsuccessful; and
 - B. the corporation fails to comply with the statutory demand within SEVEN (7) days of the order of the court dismissing the application.

"Insured Risk" means an event which the Lessor requires the Lessee to insure against including, but not limited to, fire, explosion, earthquake, impact by aircraft, riot, civil commotion, flood, lightning, storm, tempest, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown, vandalism and malicious acts;

"Interest" means interest at the rate specified in Item 9 of Schedule A;

"Land" means the land described in Item 2 of Schedule A;

"Law" means any law in force in Australia, whether common law or any law under any statute, ordinance or code and includes subordinate legislation;

"Lessee's Covenants" means the covenants, agreements and obligations contained or implied in this Document or imposed by law or equity to be observed and performed by any person other than the Lessor;

"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 or equity to be observed and performed by the Lessor;

"Lessor's Rights" means all rights in favour of the Lessor contained or implied in this Document or granted by law or equity;

"Losses" includes claims, demands, losses, damages, Costs and Expenses;

"Management Fee" means the management fee specified in Item 11 of Schedule A;

"Managing Agent" means the person, firm or corporation as the Lessor by notice to the Lessee nominates from time to time;

"Money Payable" means the Rent and any other money payable by the Lessee under this Document;

"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);

"Plant and Equipment" means any plant and equipment in or on the Premises for or in connection with any:

- (a) Service; or
(b) heating, cooling, lighting, power or plumbing;

"Premises" means that part of the Land as specified in Item 1 of Schedule A and all structures and improvements on that part of the Land;

"Primary Payment" means any payment by the Lessee to the Lessor under this Document;

"Public Liability Insurance Amount" means the amount specified in Item 10 of Schedule A;

"Rent" means the rent specified in Item 6 of Schedule A as varied from time to time under this Document;

"Schedule" means the schedule to this Document;

"Service" means electricity, gas, oil, fuel, water, telecommunications or other like commodity, facility or service and includes such services as are provided by the Lessor under the Jetties Regulations 1940;

"Taxable Supply" has the meaning given in section 195-1 of the GST Act;

"Tax Invoice" has the meaning given in section 195-1 of the GST Act;

"Term" means the term specified in Item 3 of Schedule A and any Further Term;

"Termination" means the expiry by effluxion of time or sooner 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. INTERPRETATION

2.1 *Headings*

Except in Schedule A, headings in this Document do not affect its interpretation.

2.2 *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.

2.3 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.

2.4 Reference to a Party

Unless repugnant 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 Professional body

A reference to a professional body includes a successor to or substitute for that body.

2.10 Month

Unless repugnant to the sense or context, "month" means calendar month.

2.11 Lessee's Covenants

Unless repugnant 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.

PART II GRANT OF LEASE

3. GRANT OF LEASE

The Lessor:

- (a) LEASES the Premises subject to all Encumbrances; and
- (b) GRANTS the Lessee's Rights;

to the Lessee for the term specified in Item 3 of Schedule A 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.

4. QUIET ENJOYMENT

Except as provided in this Document 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.

5. EASEMENTS**5.1 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 5.2.

5.2 *Rights of Lessor in respect of easements*

The Lessor may for the purposes detailed in clause 5.1 and subject to clause 5.3:

- (a) grant rights of support to or enter into any arrangement or agreement with:
 - (i) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
 - (ii) any public Authority;
- (b) install or run any Service, Facility or telephone or electronic communication through or under the Premises;
- (c) dedicate or transfer any part of the Land; or
- (d) grant or create any easement or privilege in favour of any person or public Authority over or affecting the Premises, the Land or any other land.

5.3 *Easements may not substantially derogate from Lessee's Rights*

The Lessor may not without the Lessee's consent, dedicate, transfer, grant or create any easement, right or privilege which substantially or permanently derogates from the enjoyment of Lessee's Rights by the Lessee.

PART III

RENT AND OTHER MONEY PROVISIONS

6. RENT

6.1 *Rent*

The Lessee must pay to the Lessor the Rent without deduction in the manner specified in Item 6 of Schedule A except that:

- (a) the first and last payments will be apportioned on a daily basis if they are in respect of the periods of less than THREE (3) months; and
- (b) the first payment is due on or before the Date of Commencement.

6.2 *Management Fee*

The Lessee must pay to the Managing Agent the Management Fee without deduction in the manner provided for in Item 11 of Schedule A.

6.3 *Harbour Area Contribution*

- (a) The Lessee must pay to the Lessor the Harbour Area Contribution without deduction in the manner provided for in Item 12 of Schedule A.
- (b) On every third anniversary of the Date of Commencement during the Term and any period of Holding Over ("Review Date"), the Harbour Area Contribution with effect from that date may be reviewed by the Lessor in its absolute discretion so that it is the greater of:
 - (i) the Harbour Area Contribution payable for the TWELVE (12) months immediately preceding that Review Date multiplied by the Consumer Price Index number most recently published prior to that Review Date and divided by the Consumer Price Index number most recently published prior to the Date of Commencement or the immediately preceding Review Date as the case may be; or
 - (ii) the Harbour Area Contribution payable for the TWELVE (12) months immediately preceding that Review Date.

6.4 *GST Liability*

(a) **Payments exclusive of GST**

The amount of all Primary Payments specified in this Document is exclusive of GST.

(b) **Primary Payment Increased**

If GST is payable by the Lessor in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Document:

- (i) the Primary Payment is increased by an amount equal to the applicable GST; and
- (ii) the Lessee must pay the amount of the increase in the same manner and on the same date as the Lessee is required to pay the Primary Payment.

(c) **Adjustment**

If the Primary Payment consists (wholly or partly) of the recovery by the Lessor of all or a portion of the Lessor's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Lessor in

respect of these costs and then increased by any applicable GST payable under clause 6.4(b).

(d) **Tax Invoice**

If a Primary Payment is to be increased to account for GST under clause 6.4(b) the Lessor must issue a Tax Invoice to the Lessee.

7. RENT REVIEW

7.1 Definitions

In this clause:

"Current CPI" means in respect of 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 7.2, the number certified by that actuary;

"Current Market Rent" means the current market rent on an annual basis of the Premises on the assumption that:

- (a) the Lessee and the Lessor have observed all the terms of this Document;
- (b) the Lessee will occupy the Premises on the terms of this Document; and
- (c) if any part of the Premises has been damaged or destroyed, that part of the Premises has been reinstated;

taking into consideration:

- (d) current rent values in respect of new tenancies of vacant premises similar to the Premises;
- (e) current rent values in respect of rent reviews during current tenancies of premises similar to the Premises;
- (f) current rent values in respect of renewals of existing tenancies of comparable premises;
- (g) the permitted use of the Premises;
- (h) any Services provided by the Lessor of benefit to the Premises or for use from the Premises; and

but ignoring:

- (i) the value of any structure or other improvement erected on the Premises by the Lessee;

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- (j) any value attaching to goodwill created by the Lessee's occupation of the Premises;
- (k) any value attaching to the Lessee's trade fixtures and fittings on the Premises;
- (l) any value attaching to any licence or permit in respect of the business carried on by the Lessee at the Premises;
- (m) the fact that part of the Term has elapsed at the Rent Review Date;
- (n) any rent free period, financial contribution, allowance or inducement whether in cash or kind, or other concession customarily or likely to be offered to tenants or prospective tenants; and
- (o) any temporary disturbance resulting from maintenance of any part of the Land or the Premises at any time carried out by the Lessor;

"Licensed Valuer" means a valuer who:

- (a) is a full member of the Australian Property Institute (Inc), Western Australian Division of not less than FIVE (5) years standing; and
- (b) has had not less than FIVE (5) years practical experience in Western Australia in the valuation of commercial property similar to the Premises;

"President" means the President or the person acting or deputising for the President for the time being of the Australian Property Institute (Inc), Western Australian Division;

"Previous CPI" means in respect of a Rent Review Date:

- (a) the Consumer Price Index number last published before:
 - (i) the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review date, the Date of Commencement ; or
- (b) if an actuary is appointed by the Lessor under clause 7.2, the number certified by that actuary;

"Rent Dispute Notice" means a notice given by the Lessee to the Lessor under clause 7.6 disputing the Rent stated in a Rent Review Notice;

"Rent Review Date" means each date specified in Item 7 of Schedule A; and

"Rent Review Notice" means a notice given by the Lessor to the Lessee under clause 7.4.

7.2 Determination of Current or Previous CPI

If:

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- (a) in determining the Current CPI:
 - (i) the Consumer Price Index number is not published; or
 - (ii) 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:
 - (i) the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review Date, the Date of Commencement;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (c) in respect of 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) in the case of the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
 - (i) the date of the immediately preceding Rent Review Date; or
 - (ii) if there is no preceding Rent Review Date, the Date of Commencement;

and

- (e) the actuary's certificate will be:
 - (i) final and binding on the Lessor and the Lessee; and
 - (ii) 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.

7.3 Rent Review

On each Rent Review Date the Rent, payable on a calendar year basis, with effect from that Rent Review Date will be reviewed so that it is the greater of:

- (a) the Current Market Rent;
- (b) the Rent for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI; and

- (c) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12).

7.4 Rent Review Notice

The Lessor may at any time not earlier than THREE (3) months prior to each Rent Review Date by notice in writing to the Lessee review and fix the Rent calculated on an annual basis at:

- (a) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by the Current CPI divided by the Previous CPI; or
- (b) an amount which in the opinion of the Lessor is the Current Market Rent;

but failure to give a Rent Review Notice in respect of a Rent Review Date will not affect the right of the Lessor to give a Rent Review Notice at any time in respect of that Rent Review Date.

7.5 Reviewed Rent payable from Rent Review Date

The amount of the Rent stated in the Rent Review Notice is payable from the applicable Rent Review Date even if:

- (a) the Rent Review Notice was given after the applicable Rent Review Date; or
- (b) a Rent Dispute Notice is given;

but if the Rent Review Notice is given later than NINE (9) months after a Rent Review Date, the reviewed Rent will be payable from the date of service of that Rent Review Notice.

7.6 Rent Dispute Notice

If the Lessee on receiving a Rent Review Notice is of the opinion that the Rent stated in the Rent Review Notice as the Current Market Rent is not the Current Market Rent, the Lessee may by Rent Dispute Notice within TEN (10) Business Days of receiving a Rent Review Notice require the Current Market Rent to be determined by a Licensed Valuer.

7.7 Determination by valuer

- (a) If the parties cannot agree on a Licensed Valuer to determine the Current Market Rent, either the Lessor or the Lessee may request the President to appoint a Licensed Valuer for this purpose on terms that:
 - (i) the Licensed Valuer will determine the Current Market Rent within TWENTY EIGHT (28) Business Days of the appointment; and
 - (ii) the Licensed Valuer determines the Current Market Rent of the Premises as at the relevant Rent Review Date and

gives the Licensed Valuer's determination and the reason for it in writing to the Lessor and the Lessee.

- (b) The Licensed Valuer's determination is binding on the Lessor and the Lessee.

7.8 Valuer appointed is expert not arbitrator

A Licensed Valuer appointed by the President under clause 7.7 will act as an expert and not as an arbitrator.

7.9 Rent determined different from that stated in Rent Review Notice

On the amount of the Rent being agreed or determined:

- (a) the Lessor must refund to the Lessee any money which by reason of the agreement or determination constitutes an over payment of Rent together with Interest for that period; or
- (b) if the Rent as agreed or determined is higher than the Rent stated in the Rent Review Notice, the Lessee must immediately pay to the Lessor for the period from the applicable Rent Review Date to the date on which the reviewed Rent is paid the difference between the reviewed Rent and the amount stated in the Rent Review Notice together with Interest for that period.

7.10 Payment of costs

The Lessor and the Lessee must each pay one half of the Licensed Valuer's costs of determining the Current Market Rent.

8. 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:
- (i) if obliged to do so by any statute from time to time in force; or
- (ii) with the consent of the Lessor.

9. OUTGOINGS

9.1 Outgoings

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises or in respect of any Service provided anywhere on the Premises or the Land, including but not limited to:

- (a) council rates and charges together with all rubbish removal rates and charges;

- (b) land tax (on a single ownership basis) and metropolitan regional improvement tax;
- (c) water consumption, drainage and sewerage rates including, but not limited to, meter rents, installation and service charges and charges for the disposal of stormwater;
- (d) telephone, electricity, gas and other power and light charges and expenses including, but not limited to:
 - (i) charges and assessments for use under assessments or meter readings;
 - (ii) meter rents; and
 - (iii) the cost of installation or replacement of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power;
- (e) any levy imposed on the Land or the Lessor or relating in any way to the supply or use of the Premises by any statutory, governmental or semi-governmental Authority;
- (f) levies and other charges of the Department of Fire and Emergency Services;
- (g) costs incurred by the Lessor in providing security for the Premises;
- (h) costs of cleaning, removing rubbish or removing graffiti;
- (i) costs of maintaining any garden, lawn or cultivated area;
- (j) any fees and costs charged by a consultant or managing agent for managing the Premises or providing management services in relation to the Premises on behalf of the Lessor including but without limitation postage and petties; and
- (k) any fees, costs, dues or other charges associated with the use or occupation by the Lessee of a boat pen, service wharf or any other service provided by the Lessor to the Lessee under the Jetties Regulations 1940.

9.2 Bulk Supplies

If the Lessor obtains from a supply authority and supplies the Lessee with the Lessee's requirements in respect of a Service:

- (a) the Lessee must pay to the Lessor in respect of the supply to the Lessee of the Service to the Premises the amount, calculated in the absence of the Lessee complying with the requirements of clauses 9.2(b) at the tariff or rate as determined from time to time by the Lessor, which the appropriate supply authority would require the Lessee to pay for that supply of Service if that supply authority had supplied that Service directly to the Lessee;
- (b) notwithstanding clause 9.2(a), the Lessee acknowledges that:

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- (i) unless the Lessee has specifically nominated by notice in writing to the Lessor a particular tariff or rate for the supply of electricity which would be available to the Lessee directly from the appropriate supply authority; and
- (ii) there is a suitable meter installed in the Premises which will permit such a tariff or rate to be calculated and charged;

the Lessee will be charged, and must pay the Lessor, for the supply of electricity at the tariff or rate as determined from time to time by the Lessor, which the Lessee further acknowledges may not be the cheapest tariff or rate available for the direct supply of electricity to the Premises;

- (c) whilst the Lessor supplies a Service it may impose upon the Lessee the same conditions as the relevant supply authority from time to time imposes when or before supplying that Service to consumers at premises similar to the Premises and the Lessee shall at all times comply with those conditions;
- (d) the Lessor may render accounts for the supply of any Service from time to time and the Lessee must pay the amount of those accounts within FOURTEEN (14) days of each account being so rendered;
- (e) upon Termination, the Lessor may render an account up to the date of that termination and the amount shown to be owing by the Lessee shall be paid to the Lessor immediately;
- (f) if the Lessee fails to pay any account rendered by the Lessor within the time mentioned, the Lessor may without limiting any right or power of the Lessor in relation to the failure, terminate the supply of that Service to the Premises until that account is paid in full; and
- (g) the Lessor will not be responsible for any failure to provide the supply of a Service due to default of the relevant Authority or due to any other cause beyond the reasonable control of the Lessor known or unknown except due to the Lessor's default or want of due care.

9.3 *Lessee's acknowledgements regarding electrical supply and embedded electricity generation*

The Lessee acknowledges and agrees that:

- (a) there is a supply point at the Boat Harbour for the electrical network operated by the responsible Authority ("Supply Point");
- (b) typically there is a single connection point at the Supply Point for connecting to the responsible Authority's electrical network ("Connection Point");
- (c) the Connection Point has a fixed capacity and the responsible Authority determines the total electrical supply and generation capacity available for use at the Boat Harbour;

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- (d) the Department of Transport is responsible for managing the:
 - (i) distribution of the electricity and generation capacity from the Connection Point to the multiple premises at the Boat Harbour; and
 - (ii) allocation of the electricity and generation capacity between the multiple premises at the Boat Harbour,

("Common Electrical System");
- (e) the Lessee must strictly adhere to the Department of Transport's requirements regarding the use of the Common Electrical System and the electricity and generation capacity allocated by the Department of Transport for use by the Lessee at the Premises;
- (f) in particular the installation of any embedded electricity generator which requires an allocation of the generation capacity from the Common Electrical System including but without limitation solar photovoltaic (PV) rooftop panels, electric vehicle charging stations and battery storage systems ("Embedded Electricity Generator") at the Premises is restricted;
- (g) without limiting the Lessee's obligations under clause 14.1 relating to restrictions on alterations to the Premises, the Lessee must prior to installing any Embedded Electricity Generator at the Premises at the Lessee's cost supply to the Department of Transport for the Lessor's approval a completed Tenant Embedded Generation application form and or detailed plans and specifications of the proposed Embedded Electricity Generator as directed by the Department of Transport; and
- (h) if the Department of Transport determines the Lessee's proposed installation of an Embedded Electricity Generator at the Premises requires the upgrade of the bi-directional meter located at the Supply Point the Lessee must pay the costs and expenses associated with the upgrade of that meter.

10. COSTS AND EXPENSES

10.1 Definition

In this clause:

"Legal Fees" means all amounts which are payable or have been paid by the Lessor to the Lessor's lawyer calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's lawyer:

- (a) as stated in a written agreement between the Lessor and the Lessor's lawyer; or
- (b) the maximum permitted scale for the work involved.

10.2 Payment of costs

- (a) The Lessee must pay to the Lessor all the costs, outgoings, fees, stamp and duties, Legal Fees and disbursements, and payments, which the Lessor pays or is liable to pay in connection with or incidental to:
- (i) the instructions for and the preparation, execution, stamping, and any necessary registration, of this Document;
 - (ii) any inspection or report concerning the Premises;
 - (iii) the Money Payable;
 - (iv) any breach of the Lessee's Covenants;
 - (v) the exercise or purported or attempted exercise of the Lessor's Rights;
 - (vi) any work done at the request of the Lessee;
 - (vii) obtaining or attempting to obtain payment of the Money Payable; and
 - (viii) any action, suit or proceeding arising out of, concerned with, or incidental to:
 - (1) any of the matters referred to in subparagraphs (i) to (vii); or
 - (2) any other matter connected with, incidental to or arising out of this Document;
- unless costs are awarded to the Lessee against the Lessor in that action, suit or proceeding;
- if they are of a reasonable amount and have been reasonably incurred, which costs will be presumed to be:
- (ix) reasonably incurred if incurred with the express or implied approval of the Lessor;
 - (x) reasonable in amount if the amount is expressly or impliedly approved by the Lessor; and
 - (xi) reasonable in amount if calculated in terms of an agreed hourly rate as stated in a written agreement between the Lessor and its lawyers; and
- (b) the Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:
- (i) all filing and registration fees in connection with this Document;

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- (ii) all duty, fines and penalties payable under the Duties Act 2008, debits tax, and other statutory duties or taxes on or in respect of:
 - (1) this Document;
 - (2) the Money Payable;
 - (3) payment to, or receipt by, the Lessor of the Money Payable; and
 - (4) the debiting or crediting of the Lessor's bank account with the Money Payable; and
- (iii) the Managing Agent's fee relating to the grant of this lease of the Premises to the Lessee and the processing of this Document.

11. 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.

PART IV

MAINTENANCE AND ALTERATION TO PREMISES

12. LESSEE TO MAINTAIN PREMISES

12.1 General

- (a) The Lessee must maintain the Premises including but without limitation all structural parts of the Premises in safe, good order, repair and condition.
- (b) Without limiting the Lessee's obligations under clause 12.1(a), the Lessee must:
 - (i) prior to the first anniversary of the Date of Commencement develop a rust and corrosion prevention programme to minimise rust and corrosion occurring in all buildings and improvements constructed from time to time on the Premises;
 - (ii) during the Term implement and carry out the arrangements, practices and procedures contained in the Lessee's rust and corrosion prevention programme; and
 - (iii) on demand by the Lessor, provide to the Lessor a copy of the Lessee's rust and corrosion prevention programme and

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suitable evidence of the Lessee's implementation and carrying out of this programme.

- (c) The Lessee must replace all broken or damaged glass in the external doors, walls or windows of or to the Premises irrespective of the cause of breakage or damage.
- (d) The Lessee must maintain the internal and external appearance of the Premises including but not limited to external windows and garden areas in a proper and tidy manner, in keeping with the general presentation, design and decoration of the Land, using suitable, good quality materials of a colour and quality first approved by the Lessor in writing, which approval may not be unreasonably withheld.
- (e) The Lessee must replace any notice or sign on the Premises which the Lessor in its absolute discretion requires to be replaced.

12.2 Repair promptly

The Lessee must promptly at its own expense repair to the satisfaction of the Lessor any damage to the Premises.

12.3 Free from rubbish and remove graffiti

- (a) The Lessee must at all times keep the Premises clean and free from rubbish.
- (b) If any graffiti appears on the Premises, the Lessee must at the Lessee's cost:
 - (i) in the case of graffiti which is racist or obscene, remove that graffiti immediately the Lessee discovers or is notified of the appearance of that graffiti; and
 - (ii) in the case of any other graffiti, remove that graffiti within FORTY EIGHT (48) hours of that graffiti appearing.

12.4 Pest control

The Lessee must take reasonable precautions to keep the Premises free of animals, birds, insects and other pests and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

12.5 Lessee must periodically test Smoke Alarms and RCDs

Without limiting the Lessee's obligations under clause 12.1(a), the Lessee must:

- (a) every SIX (6) months during the Term test all smoke alarms and RCDs in the Premises in accordance with AS/NZS 3760;
- (b) after each testing, promptly replace any smoke alarms or RCDs which are identified as not working or being defective;

- (c) keep and maintain a maintenance log book which records the testing of the smoke alarms and RCDs in the Premises; and
- (d) on demand by the Lessor, permit the Lessor to inspect the Lessee's maintenance log book which records the Lessee's testing of the smoke alarms and RCDs in the Premises.

13. FIXTURES FACILITIES AND PLANT AND EQUIPMENT IN THE PREMISES

13.1 Maintain

The Lessee must maintain all fixtures, Facilities and Plant and Equipment in the Premises in safe, good repair, order and condition and must promptly replace any damaged parts or items.

13.2 Replacements

If the Lessee is liable to replace any of the fixtures, the Facilities or the Plant and Equipment in the Premises, the Lessee must:

- (a) replace that fixture, Facility or Plant and Equipment with an item of similar quality, colour, and design; and
- (b) carry out the replacement to the reasonable satisfaction of the Lessor.

13.3 Facilities

The Lessee must keep the Facilities within the Premises unobstructed.

13.4 Service of airconditioning plant

The Lessee must enter into a contract with a reputable airconditioning service company for the maintenance and regular servicing of any airconditioning plant and equipment within the Premises.

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 fixtures, the Plant and Equipment or any Facility in the Premises;
- (c) make any increased demand on Services;

without the prior consent of the Lessor and subject to:

- (d) 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
- (e) any condition reasonably imposed by the Lessor.

14.2 Consent to alterations

In giving consent to any alteration, the Lessor may impose any reasonable condition, including, but not limited to, a condition that:

- (a) the work be carried out in accordance with drawings or specifications approved by the Lessor; and
- (b) 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.

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:
 - (i) asbestos; or
 - (ii) 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:
 - (i) asbestos; or
 - (ii) any other material having the potential to harm the health or safety of persons in the Premises.

14.5 Occupational Safety and Health Act 1984

- (a) The Lessee acknowledges and agrees that for the purposes of the Occupational Safety and Health Act 1984, the Lessee has control of the Premises.
- (b) Except to the extent caused by the Lessor, the Lessee releases and indemnifies and agrees to keep indemnified the Lessor from and against all Losses for or in respect of which the Lessor is or may become liable by reason of the Occupational Safety and Health Act 1984, in respect of the Premises or its use.

PART V**USE OF 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 purpose specified in Item 5 of Schedule A.

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 or authority needed

If any business carried on by the Lessee at the Premises is permissible only with consent, licence or authority under any statute, the Lessee must obtain that consent, licence or authority and comply with that statute.

15.5 Continuous and Active Use

The Lessee must during the Term and any subsequent extension actively and regularly use substantially the whole of the Premises for the purpose of carrying out the Lessee's business on a substantive basis and if the Lessee fails to do so for any period of SIXTY (60) consecutive days then the Lessor may on the expiry of the SIXTY (60) day period immediately terminate the Term.

15.6 *Light Premises at night*

The Lessee must ensure that at night the exterior of the Premises is adequately lit in accordance with the requirements of the Lessor from time to time.

16. FLOOR OVERLOADING

The Lessee must not do any act or thing which might result in excessive stress or floor loading to any part of the Premises.

17. CHEMICALS AND INFLAMMABLE SUBSTANCES

The Lessee must not, except for reasonable quantities for normal applications in connection with:

- (a) the cleaning of the Premises or any equipment in the Premises; or
- (b) the purpose specified in Item 5 of Schedule A,

use or store any chemical or inflammable substance within the Premises provided however that if the Lessee uses or stores any chemical or inflammable substance permitted by this clause, the Lessee must do so strictly in compliance with all statutes from time to time in force relating to the use or storage of such chemicals or inflammable substances.

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, signs or notices*

- (a) The Lessee must not display from or affix to the Premises any advertisement, sign or notice without the prior, written consent of the Lessor which consent the Lessor may withhold in its absolute discretion and the Lessor's consent may be withheld if:
 - (i) the Lessee does not submit scale plans and specifications of the proposed advertisement, sign or notice to the Lessor prior to displaying or affixing that advertisement, sign or notice; or
 - (ii) the advertisement, sign or notice displayed or affixed does not conform exactly to the plans and specifications first approved of by the Lessor under this clause; and

the Lessor in its absolute discretion may at any time withdraw its consent to an advertisement, sign or notice in the event that the Lessee does not comply with a reasonable direction from the Lessor in respect of the condition, repair and maintenance of that advertisement, sign or notice and the Lessee must remove that advertisement sign or notice within SEVEN (7) days of being notified by the Lessor that the Lessor no longer consents to a certain advertisement, sign or notice.

18.3 Aerials and amplified noise

- (a) The Lessee must not:
- (i) construct or place in or on the Premises any radio, television or telecommunications aerial or antenna; or
 - (ii) use any sound producing equipment so as to be audible on or from outside the Premises;

without the prior written consent of the Lessor or after that consent is withdrawn provided however that the Lessor may not unreasonably withhold its consent to an aerial or antenna less than FOUR (4) metres in length which is required by the Lessee for carrying on the business it is permitted under this Document to carry on from the Premises.

- (b) The Lessor may at any time withdraw a consent given under this subclause if the Lessor reasonably so determines, having regard to the rights or interests of the Lessor and the owners and occupiers of nearby properties, in which case the Lessee must remove the equipment.

18.4 Offensive activities

The Lessee must not do or carry on in the Premises:

- (a) any harmful, offensive or illegal act, matter or thing; or
- (b) any act or thing which causes nuisance, damage, or disturbance to the Lessor or any owner, or occupier of nearby properties.

18.5 Not Reside

Except with the prior written consent of the Lessor, the Lessee must not reside or stay overnight or permit any person to reside or stay overnight in the Premises.

18.6 No Touting

The Lessee must not, without the Lessor's prior written consent which consent may be withheld or withdrawn at any time by the Lessor in the Lessor's absolute discretion, advertise, solicit or tout for business, or spruik, whether verbally or by use of any loud speakers, sound producing equipment, hoardings, written materials or any other aid in any area within a FIVE HUNDRED METRE (500m) radius of the Premises.

18.7 Not Pollute

The Lessee must do all things necessary to prevent and must not do or permit or suffer to be done anything likely to cause pollution or contamination of the Premises or the Land or the waters adjacent to the Land by garbage, refuse, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Premises and in particular but without limiting the generality of the Lessee's obligations under this clause, to collect and dispose of all garbage, refuse waste, solid and liquid, oil and other pollutants from the Premises at a place and in a manner required or approved by the Authorities having control over the disposal of waste matter and the protection of the environment and if contrary to the covenants by the Lessee contained in this clause any garbage, refuse, waste matter, oil or other pollutants escape from the Premises into the Land or the waters adjacent to the Land, but without prejudice to any other right or remedy of the Lessor, to clear the Premises, the Land and the waters adjacent to the Land thereof, and to otherwise minimise and neutralise the effect of the escape.

18.8 No Animals or Birds

The Lessee must not keep or permit to be kept any animal or bird on the Premises without the prior written approval of the Lessor.

18.9 Use of Services

The Lessee must not overload, damage, misuse or modify any of the Services.

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) workers 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 Carry out surveys

to carry out surveys or works which the Lessor in its absolute discretion considers necessary to be carried out without being liable in any way to the Lessee for any compensation but provided that those surveys or works are carried out in a manner which causes the least possible inconvenience to the Lessee;

19.4 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; or

19.5 Affix Notices

to affix re-letting notices to the Premises during the last SIX (6) months of the Term.

PART VI**INSURANCE, INDEMNITIES AND EXTENT OF LIABILITY****20. INSURANCE****20.1 Public liability insurance**

- (a) The Lessee must effect and maintain with a reputable insurance company in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests in the Premises 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 and unlimited in the aggregate but the Lessee acknowledges that it is the Lessee's sole responsibility to ensure that it holds adequate public liability insurance and that the Lessor is under no obligation during the Term to ensure that the Lessee is adequately covered.
- (b) The Lessee must ensure that the policy of insurance effected under this clause contains a provision for cross liability.
- (c) The Public Liability Insurance Amount shall be increased in respect of each FIVE (5) years of the Term by that percentage of the insured amount prior to the increase that is equal to the percentage increase in the Consumer Price Index for Perth (All Groups) as published by the Australian Bureau of Statistics between that current at the commencement of the FIVE (5) year period and that current on the last day of the FIVE (5) year period.

20.2 Insurance of Premises

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement value basis all structures and improvements situated on the Premises in the names of the Lessor and the Lessee for their respective rights and interests for the time being and against the Insured Risks and such other risks as the Lessor may reasonably require.

20.3 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.

20.4 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.

20.5 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.

20.6 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 receipt 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) not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
- (e) deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

20.7 Not to invalidate insurance

The Lessee must not without the Lessor's prior approval do or omit to do any act or thing or bring or keep anything in the Premises:

- (a) which might render the insurance on the Premises void or voidable; or

- (b) which might cause the rate of premium to be increased.

21. LESSEE'S INDEMNITIES

21.1 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.

21.2 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.

21.3 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.

21.4 General indemnity

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
- (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.

22. 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.

23. LIMIT OF LESSOR'S LIABILITY**23.1 *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.

23.2 *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.

23.3 *Lessor liable while vested or registered proprietor*

The Lessor is only liable for breaches of the Lessor's Covenants occurring while the Land is vested in that person or that person is the registered proprietor of the Land.

PART VII**MISCELLANEOUS COVENANTS BY LESSEE****24. REPORT TO LESSOR**

The Lessee must report promptly to the Lessor in writing and in the case of emergency, verbally:

24.1 *Damage to or defect in Premises*

any material damage to or defect in the Premises, the Services in or serving the Premises, the fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;

24.2 *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 the Land or in the Premises or to the Services in or serving the Premises of which the Lessee is aware.

25. NOT IMPEDE EXERCISE OF LESSOR'S RIGHTS

The Lessee must not impede the exercise of the Lessor's Rights.

26. COMPLIANCE WITH STATUTES

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must duly and punctually comply with, observe, carry out and conform to the requirements of all statutes from time to time in force relating to the Premises or the use of the Premises.

PART VIII**DEFAULT****27. DEFAULT BY LESSEE****27.1 Events of Default**

An event of default occurs if:

- (a) any Rent or other moneys payable under this Document is unpaid for SEVEN (7) days after becoming due whether or not demand for payment has been made;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or other Moneys Payable under this Document for FOURTEEN (14) days after notice has been given to the Lessee;
- (c) the Lessee admits in writing its inability to pay its debts;
- (d) a mortgagee takes possession of any property of the Lessee;
- (e) the Lessee is in breach of a provision of an instrument other than this Document giving the Lessee a right to occupy or use any part of the Land;
- (f) the Lessee is in breach of an obligation to pay to the Lessor such charges levied in accordance with the Jetties Regulations 1940 as have been incurred pursuant to clause 9.1(k) for the provision of any relevant services by the Lessor to the Lessee;
- (g) any execution is issued against the Lessee (whether being a corporation or person) and is not satisfied or withdrawn within THIRTY (30) days of issuance;
- (h) any order is made or if there is any application made for an order or warrant under the Civil Judgments Enforcement Act 2004 (WA) in relation to any property of the Lessee;
- (i) any mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any property of the Lessee;

- (j) the Premises is abandoned, deserted or vacated (other than for purpose of normal vacation periods) or the Lessee is dispossessed of the Premises by process of Law; or
- (k) any Insolvency Event occurs in respect of the Lessee.

27.2 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 from liability in respect of the Lessee's Covenants.

27.3 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.

27.4 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)
 - (i) pay that Money Payable;
 - (ii) do or cease the doing of that thing; or
 - (iii) do 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.

27.5 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:
 - (i) without notice being required other than as provided in this Document; and
 - (ii) 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.

27.6 Essential terms

Each of the Lessee's Covenants which are specified in:

- (a) clauses 6.1 ('Rent'), 6.3 ('Harbour Area Contribution') and 9 ('OUTGOINGS');
- (b) clauses 12.1 and 12.2 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
- (c) clause 14 ('ALTERATIONS');
- (d) clause 15.1 ('USE OF PREMISES' 'Purpose');
- (e) clause 18.2 ('ADVERTISEMENTS, SIGNS OR NOTICES');
- (f) clause 20 ('INSURANCE');
- (g) clause 32 ('ASSIGNING, SUBLETTING AND CHARGING'); and
- (h) clause 54 ('BANK GUARANTEE OR CASH BOND');

are essential terms of this Document but this subclause does not mean or imply that there are no other essential terms in this Document.

27.7 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:

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- (i) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or
- (ii) 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:

- (iii)
 - (1) the Rent then payable under this Document; and
 - (2) 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

- (iv) 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:

- (v) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and
- (vi) 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.

27.8 Certificate to be conclusive

A certificate given to the Lessee by the Lessor of the amount of the Rent and outgoings under clause 27.7(c) will be conclusive as between the Parties except in the case of manifest error.

27.9 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 and 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 year of the Term; and

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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.

PART IX

HOLDING OVER AND TERMINATION

28. DESTRUCTION OR DAMAGE TO PREMISES

- (a) If the Premises or any part of the Premises are so destroyed or damaged as to require major rebuilding, the Lessee may within SIX (6) months of the destruction or damage terminate the Term with immediate effect by giving notice to the Lessor.
- (b) Unless the Lessee has terminated the Term, the Lessee must within SIX (6) months of the destruction or damage give notice to the Lessor advising it:
 - (i) whether or not the Lessee intends to rebuild; and
 - (ii) if the Lessee intends to rebuild, how long that rebuilding is estimated to take.
- (c) If the Premises are so destroyed or damaged so as to require major rebuilding and:
 - (i) the Lessee has given the Lessor notice under paragraph (b) that it does not intend to rebuild; or
 - (ii) the Premises remain Unfit for Occupation for a period of at least SIX (6) months;

the Lessor may give the Lessee notice to terminate the Term with immediate effect but without affecting the rights of either Party in respect of any antecedent breach by the other Party of the provisions of this Document.

- (d) If the Lessee elects to rebuild the Premises, the Lessee must proceed promptly with that rebuilding in accordance with the reasonable requirements of the Lessor and all relevant Authorities and the Lessee must cause all moneys received under any insurance policy effected by the Lessee in relation to the Premises to be applied towards rebuilding the Premises and promptly make up any deficiency out of the Lessee's own money.
- (e) For the avoidance of any doubt, if the Premises are Unfit for Occupation the Moneys Payable will not abate or cease to be payable.
- (f) If the Lessee does not elect to rebuild and the Term is terminated under this clause any insurance moneys received under any insurance policy effected by the Lessee in relation to the Premises must first be applied

towards removing all remaining buildings, improvements and debris from the Premises and making good in accordance with Clause 30.4(b).

29. HOLDING OVER

If the Lessee remains in possession of the Premises after the 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 the Rent for the period immediately preceding the expiry of the Term increased by TEN PER CENT (10%) and otherwise on the same terms and conditions as this Document with the necessary modifications including but not limited to the exclusion of any option the Lessee has to renew the Term.

30. TERMINATION

30.1 Restoration of the Premises on Termination

Prior to Termination, unless the Lessor requires the Lessee to remove the buildings and improvements under clause 30.4, the Lessee at the Lessee's cost must restore:

- (a) the Premises;
- (b) the Facilities; and
- (c) the Plant and Equipment;

to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants, including but without limitation the Lessee's environmental covenants under clauses 18.7 and 50, fair wear and tear excepted.

30.2 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; and
- (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.

30.3 Removal of Property and Fixtures from Premises

Prior to Termination, the Lessee must remove from the Premises:

- (a) all property of the Lessee which is not a fixture; and
- (b) those fixtures which the Lessor requires the Lessee to remove; and

promptly make good to the satisfaction of the Lessor any damage caused by that removal.

30.4 Removal of Buildings and Improvements

The Lessee must:

- (a) if requested to do so by the Lessor at the Lessee's cost remove within ONE (1) month of Termination or such other greater period approved by the Lessor from the Premises all buildings and improvements constructed or situated thereon and all debris which the Lessor in its absolute discretion requires the Lessee to remove; and
- (b) promptly make good to the satisfaction of the Lessor any damage to the Premises caused by that removal.

31. PROPERTY AND FIXTURES NOT REMOVED AT TERMINATION**31.1 Lessor may remove**

On re-entry the Lessor will have the right to remove any property of the Lessee and any fixtures which the Lessor has advised the Lessee must be removed from the Premises.

31.2 Lessee to indemnify

The Lessee INDEMNIFIES the Lessor against all damage caused by the removal of and the cost of storing that property and fixtures.

31.3 Property may be sold

All fixtures which the Lessor requires the Lessee to remove 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.

31.4 Lessee to pay damages

In respect of any period until either:

- (a) the Lessor exercises an option under clause 31.3; or
- (b) the damage caused by the removal of the 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 outgoings which would have been payable by the Lessee if the Lessee were Holding Over the Premises during that period.

PART X
ASSIGNMENT

32. ASSIGNING, SUBLETTING AND CHARGING

32.1 *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 except under this clause.

32.2 *Exclusion of the Property Law Act*

Sections 80 and 82 of the Property Law Act 1969 are excluded.

32.3 *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 Act will be deemed to be an assignment of the leasehold estate created by this Document.

32.4 *Consent to assignment*

The Lessor may not unreasonably withhold its consent to an assignment of the leasehold estate created by this Document if:

- (a) the proposed assignee is a respectable and responsible person of good financial standing, the onus of satisfying the Lessor in respect of those criteria being on the Lessee;
- (b) all Money Payable then due or payable has been paid and there is no existing unremedied breach of the Lessee's Covenants;
- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party prepared and completed by the Lessor's lawyers at the cost of the Lessee in all respects;
- (d) the assignment contains a covenant by the assignee with the Lessor to pay all Money Payable and to perform and observe all the Lessee's Covenants; and
- (e) the Lessee pays to the Lessor the amounts specified in clause 32.8.

32.5 *Directors or shareholders must guarantee*

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, if required by the Lessor 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.

32.6 *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.

32.7 *Consent to charge*

If the Lessor consents to a charge, that consent will only be in a form prepared and completed by the Lessor's lawyers at the cost of the Lessee in all respects and the Lessee must on demand pay to the Lessor all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor in relation to providing its consent including but without limitation the Managing Agent's fee for processing and arranging the execution of any documentation.

32.8 *Costs in respect of assigning*

If the Lessee wishes to assign the leasehold estate created by this Document, the Lessee must pay to the Lessor:

- (a) all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor of and incidental to:
 - (i) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;
 - (ii) the Managing Agent's fee relating to and for processing the assignment; and
 - (iii) all other matters relating to the proposed assignment;

whether or not the assignment proceeds; and

- (b) if required by the Lessor, a sum nominated by the Lessor on account of the amounts mentioned in paragraph (a).

32.9 *Subletting*

If the Lessee wishes to sublet part of the Premises or permit an assignment or variation of a sublease:

- (a) the Lessor may not unreasonably withhold its consent in respect of a sublease or an assignment or variation of a sublease which is:
 - (i) prepared by the Lessor's lawyers;

- (ii) not inconsistent in its terms with the covenants, terms, and conditions, of this Document;
 - (iii) to a respectable and responsible person of good financial standing, the onus of satisfying the Lessor of those criteria being on the Lessee;
 - (iv) for a use which is consistent with the uses of the Premises permitted under this Document and which use is approved of by the Lessor in its absolute discretion; and
 - (v) in the case of a variation of sublease, is a variation which is approved of by the Lessor in its absolute discretion;
- (b) the form of the sublease or assignment or variation of sublease will be subject to the written approval of the Lessor and must contain:
- (i) a covenant prohibiting the sublessee from doing or allowing any act or thing in relation to the sublet premises inconsistent with the provisions of this Document;
 - (ii) a condition for re-entry by the sublessor on breach of any covenant by the sublessee; and
 - (iii) the same restrictions on assignment, subletting, charging or parting with possession of the sublet premises as appear in this Document; and
- (c) the Lessee pays to the Lessor the amounts specified in subclause 32.10.

32.10 Costs in respect of Subletting

If the Lessee wishes to sublease part of the Premises or assign or vary a sublease, the Lessee must pay to the Lessor:

- (a) all reasonable legal, professional and other costs, charges and expenses on a full indemnity basis incurred by the Lessor of and incidental to:
- (i) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each sublessee or assignee;
 - (ii) the Managing Agent's fee for processing the sublease or assignment or variation of sublease; and
 - (iii) all other matters relating to the proposed sublease or assignment or variation of sublease;
- whether or not the sublease or assignment or variation of sublease proceeds; and
- (b) if required by the Lessor, a sum nominated by the Lessor on account of amounts mentioned in paragraph (a).

PART XI
MISCELLANEOUS

33. CONSENTS

Unless this Document otherwise expressly provides or provides that the Lessor may not unreasonably withhold its consent, the Lessor may withhold consent to any matter requiring consent.

34. 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 lawyer, agent, contractor or employee of the Lessor.

35. 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.

36. NOTICE

36.1 Definition

In this clause "Notice" includes each notice, demand, consent or authority given or made to any person under this Document.

36.2 Form and Service

A Notice to a person:

- (a) must be in writing;
- (b) may in the case of a notice to the Lessee be given or made by:
 - (i) delivering it to the Lessee personally;
 - (ii) addressing it to the Lessee and leaving it at or posting it to:
 - (1) the Lessee's address for notices specified in Item 8 of Schedule A;
 - (2) the Lessee's usual or last known place of residence;
 - (3) if the Lessee is in business as a principal, the Lessee's usual or last known place of business;
 - (4) if the Lessee is a corporation, its registered office or principal place of business; or
 - (5) any other address nominated by the Lessee by notice to the Lessor; or

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- (iii) sending the Notice by email to the email address nominated by the Lessee by notice to the Lessor which as from the date of this Document until otherwise nominated is the address specified in Item 8 of Schedule A;
- (c) may, in the case of a notice to the Lessor, be given or made by:
 - (i) delivering it to the Lessor;
 - (ii) addressing it to the Lessor and leaving it at or posting it to:
 - (1) the Lessor's address for notices specified in Item 8 of Schedule A; or
 - (2) any other address nominated by the Lessor by notice to the Lessee; or
 - (iii) sending the Notice by email to the email address nominated by the Lessor by notice to the Lessee which as from the date of this Document until otherwise nominated is the address specified in Item 8 of Schedule A;
- (d) will be deemed to be given or made:
 - (i) if by personal delivery, when delivered;
 - (ii) if by leaving the Notice at an address specified in paragraph (b) or paragraph (c), when left at that address unless the time of leaving the Notice is:
 - (1) not on a Business Day; or
 - (2) 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;
 - (iii) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b) or paragraph (c); and
 - (iv) if by email, when sent by email to the email address specified in paragraph (b)(iii) or paragraph (c)(iii), unless the sender receives an automated message that the email has not been delivered or the time of sending is:
 - (1) not on a Business Day; or
 - (2) 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
- (e) may be signed:

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- (i) if given by an individual, by the person giving the Notice;
- (ii) if given by a corporation, by a director, secretary or manager of that corporation; or
- (iii) by a lawyer or other agent of the person giving the Notice.

36.3 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 36.2(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.

37. 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.

38. ARBITRATION

38.1 Dispute referred to single arbitrator

Except as otherwise provided, any dispute arising out of this Document is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 2012 and the Lessor and Lessee may each be represented by a legal practitioner of their choice.

38.2 No abatement

The Lessee must pay the Money Payable without abatement or deduction until whichever is the earlier of:

- (a) the date of the award of the arbitrator; or
- (b) agreement between the parties;

when the Lessor will refund to the Lessee any money paid by the Lessee not required to be paid within the terms of the award of the arbitrator or the agreement between the Lessor and Lessee.

39. ACCRUAL ON DAILY BASIS

Money Payable accrues on a daily basis.

40. 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.

41. 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.

42. 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.

43. WAIVERS**43.1 *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.

43.2 *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.

44. VARIATION

This Document may be varied only by deed executed by the Parties.

45. 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.

46. 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.

47. PAYMENT OF MONEY

Any sum of money to be paid to the Lessor must be paid to the Lessor to the address directed by the Lessor by notice from time to time.

48. EFFECT OF EXECUTION

This Document is binding on each Party who executes it notwithstanding:

- (a) the failure of any other person named as a Party to execute it; or
- (b) the avoidance or unenforceability of any part of the Document.

49. CAVEATS**49.1 *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.

49.2 *Withdraw caveat on Termination*

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

49.3 *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 Act, 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 Landgate:

- (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:

- (i) any loss arising from any act done under or by virtue of this clause; and
- (ii) the Lessor's costs and expenses of and incidental to:
 - (1) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and
 - (2) registering this Document in order to exercise the power of attorney contained in this clause.

49.4 Registration

- (a) The Lessor will prepare at least ONE (1) execution copy of this Document with Landgate cover sheets but if the Lessee wishes to register this Document at Landgate the Lessee is at the Lessee's cost and expense responsible for ensuring that:
 - (i) the land description of the Premises and all other relevant details on the Landgate cover sheets are completed to Landgate's satisfaction;
 - (ii) the plan attached to this Document is in a format that is acceptable to Landgate;
 - (iii) this Document is executed in a manner that is acceptable to Landgate; and
 - (iv) this Document is accepted by Landgate for registration.
- (b) The Lessee must pay any registration and requisition fees payable to Landgate in relation to the registration of this Document.
- (c) The Lessor agrees to do, at the Lessee's cost and expense, including but without limitation the Lessor's lawyers' legal fees, everything reasonably required by the Lessee to enable the Lessee to register this Document at Landgate.
- (d) The Lessee must on Termination execute all documents and do all other acts, matters and things as the Lessor may reasonably require, and pay all costs and expenses incurred by the Lessor including but without limitation the Lessor's lawyers' legal fees, in order to effect the removal of the registration of this Document from the title for the Premises.

50. ENVIRONMENTAL COVENANT

50.1 Definition

In this clause:

"Authorisation" includes:

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- (a) a consent, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with the Lessor or an Authority; or
- (b) in relation to anything which will be prohibited or restricted in whole or part by law if an Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without that intervention or action;

under an Environmental Law;

"Contaminant" means any substance which renders the environment contaminated;

"Contaminated" has the meaning given to it under section 4 of the Contaminated Sites Act;

"Contaminated Sites Act" means the Contaminated Sites Act 2003 (WA);

"Environmental Law" means all Laws concerning the environment including the Environmental Protection Act 1986 (WA), the Rights in Water and Irrigation Act 1914(WA), the Contaminated Sites Act 2003 (WA), the Dangerous Goods Safety Act 2004 (WA), the Environment Protection and Biodiversity Conservation Act 1999 (Cth) and the National Greenhouse and Energy Reporting Act 2007 (Cth);

"Environmental Notice" means any notice, direction, order, demand or other requirement to take action or refrain from taking action from any Authority whether written or oral, in connection with any Environmental Law;

"Pollution" means anything that is 'pollution' within the meaning of that term as defined in the Environmental Protection Act 1986 (WA) that is not authorised under any Law"; and

"Relevant Land" means the Premises and any land or water adjacent to or in the vicinity of the Premises and the air generally above the Premises, and includes an affected site within the meaning of that term as defined in the Contaminated Sites Act.

50.2 Environment

The Lessee must:

- (a) use the Premises in a manner which complies with each Environmental Law and each Authorisation that is required for any conduct, activity or use undertaken by the Lessee on the Premises;
- (b) ensure that each Authorisation of any conduct or activity in relation to the Premises is obtained before that conduct or activity and is kept in full force and effect;
- (c) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation

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in relation to the Premises or any conduct or activity in relation to the Premises;

- (d) give to the Lessor notice immediately on becoming aware of:
- (i) the existence of a Contaminant or any Pollution affecting the Relevant Land which relates to or arises from the Lessee's use of the Premises and in relation to which it might reasonably be expected that a breach of any Environmental Law has occurred and a clean up may reasonably be expected to be required; or
 - (ii) the filing of a complaint or the commencement of proceedings or the serving of an Environmental Notice against the Lessee in relation to an alleged failure to observe or perform obligations under an Environmental Law or Authorisation;
- (e) provide to the Lessor on demand:
- (i) an environmental assessment report on the effect of any Environmental Law or Authorisation applicable to the Premises or on the effect of any conduct or activity on the Premises or on the environmental condition of the Premises or on the existence of any Contaminant or Pollution on the Premises, whether known or suspected, prepared by an expert nominated by the Lessor at the expense of the Lessee; and
 - (ii) copies of all Authorisations relating to the Premises;
- within a reasonable time after receipt by the Lessee of that request;
- (f) on receiving any Environmental Notice or on demand by the Lessor at the Lessee's cost, clean up and remove:
- (i) any Contaminant or Pollution from the Premises; and
 - (ii) any Contaminant or Pollution which escapes from the Premises onto the Land and the waters adjacent to the Land,
- in accordance with all statutory requirements and to the Lessor's complete satisfaction and make good any damage caused by that clean up or removal; and
- (g) in the event that the Lessee fails to comply with its obligations under this clause 50 within:
- (i) the period specified or required under any Environmental Notice or Environmental Law; or
 - (ii) a reasonable period stated in a notice from the Lessor,

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then in addition to other remedies available to the Lessor under this Document, the Lessor may take such action as is necessary to remedy the non-compliance and any costs incurred by the Lessor will be a debt due and payable on demand by the Lessee.

51. DEVELOPMENT OF COMMON AREAS

51.1 Definitions

In this clause:

“Common Areas” means those parts of the Land from time to time set aside by the Lessor as:

- (a) areas open to the public;
- (b) for common use by a lessee, licensee or other person having the right to occupy any part of the Land; or
- (c) for common amenity or convenience.

51.2 Lessor may develop Common Areas

The Lessor may at any time during the Term carry out any works to the Common Areas where the purpose of those works is to improve the amenity of the Common Areas or any part of the Land.

51.3 Exclusion of Lessor’s Liability

The exercise by the Lessor of its rights under clause 51.2 will not constitute a breach of the Lessee’s right of quiet enjoyment or entitle the Lessee to bring any claim against the Lessor for any Losses which the Lessee may suffer as a result of the works being carried out, including but without limitation a claim against the Lessor for private nuisance.

52. 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 the Further Term gives the Lessor notice to grant the Further Term (“Renewal Notice”);
- (b) the Lessee has from the Date of Commencement up to the date of service of the Renewal Notice actively and appropriately used the Premises for the purpose specified in Item 5 of Schedule A to the Lessor’s reasonable satisfaction;
- (c) there is no subsisting default by the Lessee at the date of service of the Renewal Notice and at the date for commencement of the Further Term in:
 - (i) the payment of the Money Payable; or

- (ii) the performance or observance of the Lessee's Covenants; and
- (d) the Lessee is not holding over under clause 29;

the Lessor must grant to the Lessee the Further Term at the Rent and on the terms and conditions of this Document.

53. VARIATION OF STANDARD PROVISIONS

Notwithstanding any other provision contained in this Document, this Document is varied in the manner specified in Schedule B.

54. BANK GUARANTEE OR CASH BOND

54.1 Definitions

In this clause:

"Bank Guarantee" means a guarantee in favour of the Lessor issued by an Australian trading bank in a form acceptable to the Lessor;

"Cash Bond" means a bank cheque made payable to the Lessor; and

"Sum" means the amount specified in Item 14 of Schedule A.

54.2 Lessee to give bank guarantee or cash bond

- (a) The Lessee must on execution of this Document, deliver to the Lessor a Bank Guarantee or a Cash Bond for an amount equal to the Sum.
- (b) If the Lessee:
 - (i) fails to pay any Money Payable; or
 - (ii) fails to observe and perform the Lessee's Covenants;

the Lessor may demand that the bank giving the Bank Guarantee pay to the Lessor, or the Lessor may draw on the Cash Bond, the amount which in the opinion of the Lessor is due to the Lessor as a result of an Event of Default but not more than an amount equal to the Sum.

- (c) The liability of the Lessee to the Lessor under this Document is not limited to the amount of the Sum.
- (d) A demand made does not in any way constitute a waiver by the Lessor of any Event of Default and does not affect any other right of the Lessor arising from that Event of Default.
- (e) If at any time any part of the Bank Guarantee is demanded by the Lessor or any part of the Cash Bond is drawn on by the Lessor, the Lessee must within FOURTEEN (14) days of demand by the Lessor deliver to the Lessor a further Bank Guarantee or Cash Bond for the amount demanded or drawn, in order to reinstate the

amount of the Bank Guarantee or the Cash Bond to an amount at least equal to the Sum.

- (f) The amount of the Sum is to be reviewed by the Lessor in respect of each THREE (3) years of the Term and in carrying out that review the Lessor is to take into account that:
 - (i) inflation has affected the real value of the Sum; and
 - (ii) Rent and outgoings payable under this Document have increased.
- (g) On any increase of the Sum, the Lessee must, within FOURTEEN (14) days from the date of demand by the Lessor, deliver to the Lessor a further Bank Guarantee or Cash Bond for an amount necessary to then bring it to the amount of the Sum.
- (h) The Lessee is not entitled to offset the Bank Guarantee or the Cash Bond against any obligation of the Lessee under this Document.
- (i) If the Lessee complies with the Lessee's Covenants, the Lessor must return to the Lessee the Bank Guarantee or the Cash Bond at the expiry of THREE (3) months after Termination.

55. PPSA

55.1 *The Lessor's Personal Property*

For the purposes of this clause 55:

- (a) "the Lessor's Personal Property" means all personal property the subject of a security interest granted under this Document;
- (b) "PPSA" means the Personal Property Securities Act (2009) (Cth);
- (c) "PPS Law" means the PPSA and any amendments made at any time to the Corporations Act or any legislation as a consequence of the PPSA; and
- (d) words and phrases used in this clause 55 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

55.2 *Further assurance*

If the Lessor determines that this Document (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;

- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest ; and
- (c) enabling the Lessor to exercise rights in connection with the security interest.

55.3 *No requirement for PPSA notices*

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the obligation to give the notice under the PPSA is required by the PPSA to be given and cannot be excluded.

55.4 *Negative undertakings*

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor);
- (b) sell, lease or dispose of its interest in the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person except where the Lessor expressly authorises it to do so; or
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset that is not part of the Premises.

55.5 *Costs and expenses*

Everything the Lessee is required to do under this clause 55 is at the Lessee's expense.

SCHEDULE A**1. Premises:**

That part of Lot 561, Beadon Creek Maritime Facility, Onslow comprising an area of approximately SEVENTEEN THOUSAND FIVE HUNDRED AND THIRTY SEVEN SQUARE METRES (17,537m²) as shown for the purpose of identification only as the area hatched in black and bounded by the points A to L on the plan attached to this Document and marked Annexure "A".

2. Land:

All the land and the seabed comprised in Reserve 30711 together with all buildings and improvements from time to time erected thereon and being known as Beadon Creek Maritime Facility, Onslow.

3. Term:

TEN (10) years commencing on the Date of Commencement.

4. Date of Commencement:

1 March 2020.

5. Purpose:

The development of stage one of a community boating precinct, being to construct a boat launching ramp and boat trailer parking on the Premises and the use and maintenance of the Premises as a community boating precinct by members of the public.

6. Rent:

From the Date of Commencement until varied the rent is ONE DOLLAR (\$1.00) per annum plus GST payable on demand.

7. Rent Review Dates:

Nil.

8. Address for Notices:**(a) Lessee:**

Lessee's address: PO Box 567
TOM PRICE WA 6751

Lessee's telephone no: (08) 9188 4444

Lessee's email: soa@ashburton.wa.gov.au

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(b) Lessor:

Lessor's address: GPO Box C102
PERTH WA 6839
Attention: Director, Coastal Facilities
Management of the Department of
Transport

Lessor's telephone no: (08) 9435 7646

Lessor's email: Ron.Zappara@transport.wa.gov.au

9. Rate of Interest:

FOUR PER CENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time or, if that Rate is suspended or discontinued, the Rate substituted for it by Westpac or if Westpac does not have an appropriate rate the method of calculation of the Rate will be determined by the President for the time being of the Law Society of Western Australia.

10. Public Liability Insurance Amount:

TWENTY MILLION DOLLARS (\$20,000,000.00).

11. Management Fee

The greater of:

(a) FOUR PER CENT (4%) per annum of all amounts billed to the Lessee by the Lessor or its Managing Agent and payable by the Lessee in accordance with this Document; or

(b) FIVE HUNDRED DOLLARS (\$500.00) per annum;

payable by quarterly instalments in advance on the first days of March, June, September and December of each year of the Term.

12. Harbour Area Contribution:

Nil.

12. Further Term:

TEN (10) years commencing on 1 March 2030 and expiring on 29 February 2040.

13. Sum:

Nil.

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SCHEDULE B**VARIATION TO STANDARD LEASE PROVISIONS**

1. By the addition of the following new clause 56:

“56. LESSEE’S WORKS***56.1 Definitions***

In this clause:

“Community Boating Precinct” means the marine recreation hub to be constructed on the Premises in accordance with the Memorandum of Understanding;

“Lessee’s Works” means the construction of stage one of the Community Boating Precinct being the construction of a boat launching ramp and boat trailer parking in accordance with the Memorandum of Understanding, approved use of the Premises, good design principles for a maritime precinct and appropriate local building requirements for cyclone, wind and flood affected areas with all improvements to be designed to withstand severe weather and cyclonic conditions;

“Lessor’s Consultant” means any person, firm or corporation that the Lessor consults in relation to the carrying out of the Lessee’s Works;

“Memorandum of Understanding” means the Memorandum of Understanding relating to the design and construction of stage one of the Community Boating Precinct to be mutually agreed and entered into by the Lessor and the Lessee; and

“Plans and Specifications” means detailed plans, specifications and working drawings of the Lessee’s Works clearly identifying the location and elevations of all improvements and including detailed schedules listing all building materials and products to be used in the Lessee’s Works and including a time frame for the carrying out and construction of the Lessee’s Works.

56.2 Lessee to enter into Memorandum of Understanding

The Lessee must promptly and in good faith after the Date of Commencement enter into negotiations with the Lessor to agree the terms and conditions of the Memorandum of Understanding and after those terms and conditions have been agreed the Lessee must promptly execute and return to the Lessor the Memorandum of Understanding.

56.3 Supply Plans & Specifications

The Lessee must after execution of the Memorandum of Understanding and prior to taking any steps whatsoever to commence any part of the Lessee’s Works at the Lessee’s cost supply to the Department of

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Transport for the Lessor's approval TWO (2) copies of the Plans and Specifications for the Lessee's Works.

56.4 Lessor's Approval of Plans and Specifications

If the Lessor does not approve any part of the Plans and Specifications the Lessor must, within TWENTY ONE (21) days of the date of receipt of those Plans and Specifications, give notice in writing to the Lessee stating in what respects it does not approve the Plans and Specifications provided that any changes requested by the Lessor must be reasonable and not outside or inconsistent with any relevant Authority's planning requirements.

56.5 Obtain Consents, Licences and Approvals

- (a) As soon as the Plans and Specifications have been approved in writing by the Lessor, but not before, the Lessee must submit the Plans and Specifications to the relevant Authorities.
- (b) The Lessee must notify the Lessor of any alteration to the Lessee's Works required by a relevant Authority which will be a matter for negotiation between the Lessor, the Lessee and the relevant Authority; but:
 - (i) the Lessor may not unreasonably withhold its approval in the case of any alteration required by a relevant Authority; and
 - (ii) the Lessee must pay to the Lessor on demand any increased costs, including any fees of the Lessor's Consultants, incurred by the Lessor by reason of the alterations to the Lessee's Works.
- (c) The Lessee must pay when due to the relevant Authority all application or other fees of and incidental to the obtaining of the consent of any relevant Authority to the Plans and Specifications.
- (d) When the Plans and Specifications have been approved by all relevant Authorities, no further substantial amendment may be made without the prior written consent of the Lessor, which consent may be refused or granted on reasonable grounds not outside or inconsistent with any relevant Authority's building requirements.
- (e) The Lessee must obtain and comply with all necessary approvals, licences or permits required by any local government or competent Authority in respect of the Lessee's Works.

56.6 Carrying out of Lessee's Works

The Lessee must, at the Lessee's cost and only after receiving the Lessor's written approval to the Plans and Specifications and the relevant consents, licences and approvals under clause 56.5, diligently and using all due skill, care and attention, construct the Lessee's Works:

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- (a) strictly in accordance with the Plans and Specifications as approved by the Lessor;
- (b) using the best quality new materials available;
- (c) in a proper and workmanlike manner;
- (d) in accordance with good design principles for a maritime precinct;
- (e) in accordance with the Memorandum of Understanding;
- (f) in accordance with appropriate local building requirements for cyclone or wind affected areas; and
- (g) to the Lessor's complete satisfaction.

56.7 *Indemnify Lessor in relation to Carrying out the Lessee's Works*

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 caused or contributed to by the carrying out of the Lessee's Works, except to the extent caused or contributed to by the act or omission of the Lessor.

56.8 *Keep Lessor Informed*

The Lessee must as and when requested by the Lessor or the Lessor's Consultant advise the Lessor or the Lessor's Consultant of the progress of the Lessee's Works and must comply with all reasonable instructions and directions from the Lessor or the Lessor's Consultant in relation to the carrying out of the Lessee's Works.

56.9 *Lessee must re-execute works if required*

The Lessee must at the Lessee's cost promptly dismantle, re-execute, re-construct or alter as directed by the Lessor those parts of the Lessee's Works which are not carried out in accordance with this Document.

56.10 *Lessor may enter Premises to view Lessee's Works*

From the Date of Commencement until the date of completion of the Lessee's Works, the Lessee must permit entry to the Premises at reasonable times by the Lessor's Consultant and any authorised officer of the Lessor to inspect and supervise the Lessee's Works.

56.11 *Not interfere with other users*

- (a) The Lessee must in carrying out the Lessee's Works:
 - (i) use its best endeavours to cause the least possible interference or inconvenience to any lessee, licensee, occupier, patron or user of, and the normal operation of the Beadon Creek Maritime Facility; and

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- (ii) duly and punctually comply with all reasonable directions which may from time to time be given by the Manager Facility Operations, Coastal Facilities Management of the Department of Transport or any authorised officer of the Department of Transport or by the Department of Transport's engineer and which directions must be consistent with any other approval previously given by the Lessor under this Document for:
 - (1) the protection of the Beadon Creek Maritime Facility; and
 - (2) the preservation of the rights of other users of the Beadon Creek Maritime Facility;including but without limitation any direction to immediately cease carrying out the Lessee's Works.
- (b) If in carrying out the Lessee's Works the Lessee causes any damage to any part of the Beadon Creek Maritime Facility, the Lessee must at the Lessee's cost promptly repair and make good that damage.

56.12 *Carrying out of Lessee's Works to prevent pollution*

Without limiting the Lessee's obligations under clause 18.7, the Lessee must carry out the Lessee's Works in such a manner so as to prevent pollution of the Beadon Creek Maritime Facility from:

- (a) storm water or other run-off from the Lessee's Works;
- (b) oil, garbage, refuse or other waste materials arising from the use and occupancy of the Premises by making adequate provision within the Lessee's Works for the collection and disposal of those waste products; and
- (c) fill, building materials or other rubbish from or arising out of the Lessee's Works.

56.13 *Ensure dust and materials do not cause nuisance*

The Lessee must take whatever action is necessary to ensure that dust and materials arising from, occasioned by or used in the carrying out of the Lessee's Works does not cause a nuisance to any lessee, licensee, occupier, patron and user of the Beadon Creek Maritime Facility, including without limitation strictly complying with all Environmental Laws relating to dust and noise.

56.14 *Cost of head works*

The Lessee must pay the cost of all head works charges for water, power, sewerage or any other Service required for the Premises or by reason of the Lessee's Works.

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2. By the addition of the following new clause 57:

“57 PREMISES SITUATED IN AREA PRONE TO SEVERE FLOODING AND CYCLONES

- (a) The Lessee acknowledges that the Premises are situated in an area that is prone to severe flooding and cyclones and the Lessee must:
- (i) promptly develop an appropriate cyclone and flooding risk management/contingency plan for the Premises which is acceptable to the Lessor and promptly provide a copy of that plan to the Lessor;
 - (ii) on an annual basis review and revise as considered appropriate in consultation with the Lessor the Lessee's cyclone and flooding risk management/contingency plan and promptly provide a copy of that revised plan to the Lessor;
 - (iii) strictly and promptly comply with all statutes, including but without limitation, all by-laws, regulations and other requirements of the local Authority, relating to premises or the use and occupation of premises in an area that is prone to severe flooding and cyclones;
 - (iv) take all other necessary precautions and use its best endeavours to ensure that the risk of any cyclone and flood damage to the Premises is at all times minimised on each occasion that the Bureau of Meteorology issues a severe weather warning;
 - (v) promptly comply with all reasonable directions of the Lessor in relation to the construction, maintenance, use and occupation of the Premises, in order to minimise the risk of any cyclone or flood damage to the Premises, or to any other premises or property in the Port of Onslow.
- (b) Notwithstanding any other clause in this Document, the Lessee acknowledges and agrees that it has been made aware and it fully realizes that the area within which the Premises are situated, and the surrounding areas, are prone from time to time to severe flooding, cyclones, extraordinary sized waves and other similar acts of God. The Lessee takes and enjoys the Premises entirely at its own risk in that regard and in all other regards. Neither the Lessor, the State of Western Australia (“the State”) nor any agency, instrumentally or emanation of the State nor any agent or employee of any of them shall be liable, in negligence or howsoever, for any loss, damage, cost, expense, liability or personal injury (including death) suffered or incurred by the Lessee on account of or in connection with:
- (i) the grant of the lease evidenced by this Document or the Premises; or

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- (ii) any act of God or other natural phenomenon adversely affecting the Premises, the property of anyone (including the Lessee) or the Lessee's enjoyment of the Premises.”.

3. By the addition of the following new clause 58:

“58. LESSEE TO PERMIT USE OF PREMISES BY LESSOR AND OTHERS IN CYCLONIC OR ADVERSE WEATHER OR EMERGENCY SITUATIONS

- (a) In the event of cyclonic or adverse weather or other emergency situations, the Lessee must for the duration of that cyclonic or adverse weather or other emergency situation permit the Lessor and any third party authorised by the Lessor to do so to enter onto the Premises to tie up, secure or bring onto and store on the Premises for shelter or safety purposes any vessel or property of the Lessor or authorised third party provided there is sufficient area within the Premises to do so in a safe manner.
- (b) The Lessor or the authorised third party, as the case may be, must after the passing of the cyclonic or adverse weather or other emergency situation promptly remove from the Premises any vessel or other property which it tied up, secured or brought onto the Premises.”.

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EXECUTED AS A DEED.

SIGNED by)
PETER WORONZOW, DIRECTOR)
GENERAL IN THE DEPARTMENT OF)
TRANSPORT of the State of Western)
Australia as the delegate of THE MINISTER)
FOR TRANSPORT in the presence of:)
)

.....
PETER WORONZOW

.....
Signature of witness

.....
Name of witness in full (print)

.....
Address

.....
Occupation

THE COMMON SEAL of the SHIRE OF)
ASHBURTON is affixed in the presence of:)
)

.....
Signature of President

.....
Signature Chief Executive Officer

.....
Print full name of President

.....
Print full name of Chief Executive Officer

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- 2022 -

THE MINISTER FOR TRANSPORT

Lessor

and

SHIRE OF ASHBURTON

Lessee

**COASTAL FACILITIES MANAGEMENT
GROUND LEASE**

**Community Boating Precinct,
Part Lot 561,
Beadon Creek Maritime Facility,
Onslow**

(DT/19/12184)



LAWTON GILLON
LAWYERS

Level 7, 16 St Georges Terrace, Perth, WA 6000

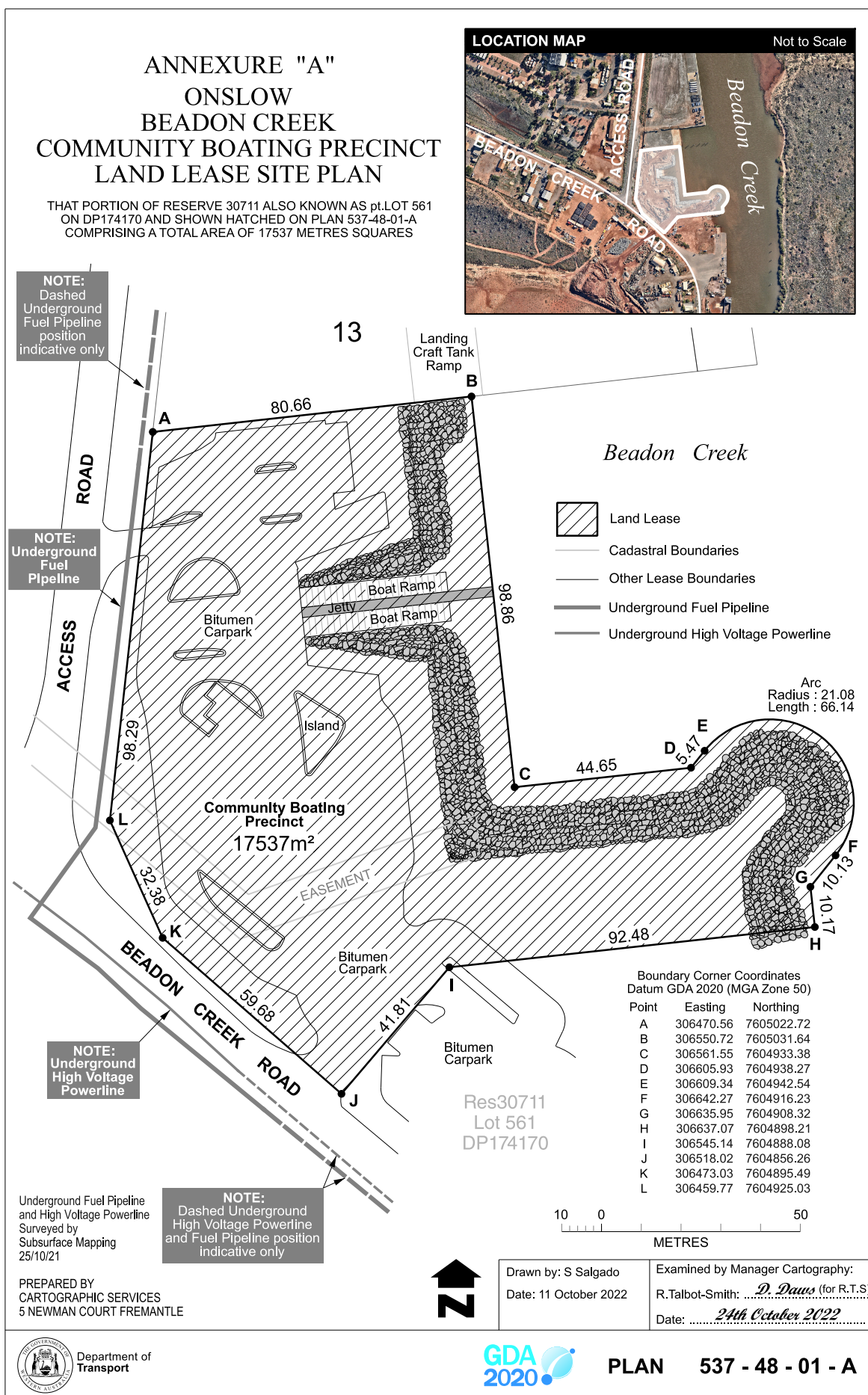
P: (08) 9221 5445 | **F:** (08) 9221 4224

W: www.lawtongillon.com.au



Agenda Item 11.2 - Attachment 2

Site Plan of Lease Area for Community Boating Precinct





Agenda Item 11.2 - Attachment 3

McLeods Lawyers - Department of Transport Lease
Agreement Review Comments

Matter (50612)

Clause	McLeods Comments [22/02/23]
1	The definition of “Boat Harbour” is to be delineated with reference to the map as it is unclear where it is located.
9.1(j)	This is quite broad and the Shire could incur unreasonable costs. This clause should be removed or amended to include “as agreed to by the Lessee”.
9.3(e)	There should be another clause immediately succeeding this clause to allow the Shire to request for a change in the use/allowance of the Common Electrical System
10	This clause is generally too broad and requires more specificity. The Shire should only agree to pay the Lessor’s legal cost pertaining to the costs of preparation of the Document. All other legal costs are determined by a court of competent jurisdiction.
10.2	From the above comment clause 10.2(i),(iv),(v) and especially (viii) should be removed.
10.2(b)(i)	Should insert “all <u>reasonable</u> filing and registration fees...”
10.2(b)(ii)(4)	Disagree and should be removed.
12.1(c)	Remove “irrespective of the cause of breakage or damage” as the Shire could be liable for third-party act, omission or negligence.
13.4	Remove “must” and replace with “The Lessee <u>may</u> enter into a contract”.
14.5	The reference to the Occupational Safety and Health Act 1984 should be removed and replaced with the new Work Health and Safety Act 2020
18.2(a)	Remove “in its absolute discretion”.
18.3(b)	Disagree as withdrawing consent could cost the shire the installation cost and the cost of removing.
20.1(c)	Disagree. Public Liability Insurance should remain at the standard \$20m for the Term.
21.2	This clause is too broad and should be amended to limit the indemnity as a result of the Shire’s negligence.
23.1	Disagree.
23.2	Insert “caused by the negligence or <u>any act or omission</u> of the Lessor”
27.1	Disagree and remove subclauses (d), (e), (h) and (i)

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27.4	The Lessor must first supply to the Shire notice and allow 14 days to remedy its default before the Lessor may remedy themselves.
27.6	Damages should be determined by a court of competent jurisdiction and the clause should allow for the courts determination before the Lessor claims damages.
28(f)	Disagree. The insurance monies received by the Shire should be used at its discretion. If the Shire wishes to terminate it should be allowed not to incur cost removing structures on the Premises.
30.4(a)	It may be more appropriate to allow TWO months instead of ONE given the nature of structures constructed and the limited availability of contractors.
3.28 & 32.10	The costs mentioned should include the words "reasonable costs".
38.1	A new provision should provide and allow for a court to determine the dispute if arbitrator is unsatisfactory.
41	Disagree. Moratoriums are enacted by law and there is no discretion to not apply it.
49.3	Disagree. Clause 49.2 is sufficient and the Shire cannot agree to appoint the Lessor as attorney.
51.2	The Lessor must provide the Shire reasonable notice and to honour the principles of quiet enjoyment and non-derogation from grant.
51.3	Disagree. See above comment.
54.2	Not applicable.
55.2	Disagree. If the Lessor wants to secure its interest over any personal property, it should be at its own cost and not the Shire.
57(b)(i)	Disagree.



Agenda Item 11.3 - Attachment 1

Implementation Plan - Tom Price Speedway Club



**Implementation Plan for Risk Mitigation Works
Required
On
Shire of Ashburton Reserves Leased to Community
Groups**

Planning Applications,
Building & Structural Integrity,
Environmental Health
AND
Electrical Certification

- ~~TOM PRICE SPORTING SHOOTERS ASSOCIATION~~
- ~~ONSLOW MOTOR CROSS & ENDURO CLUB~~
- ~~ONSLOW RODEO ASSOCIATION GROUNDS~~
- ~~ONSLOW RODEO ASSOCIATION STABLES~~
- ~~TOM PRICE CAMPDRAHT ASSOCIATION~~
- TOM PRICE SPEEDWAY ASSOCIATION**
- ~~MOUNTAIN VIEW SPORTING CLUB~~
- ~~TOM PRICE HORSE & PONY CLUB~~
- ~~TOM PRICE MOTORCYCLE CLUB~~
- ~~CROSSMERS SPORTING CLUB~~
- ~~IMPALA GO-KART CLUB~~
- ~~TOM PRICE BMX CLUB~~

1 SUMMARY

To reduce the financial and social impact and to provide an alternative avenue (as opposed to obtaining complete building approval) for Clubs to retain their infrastructure and continue operating with the current facilities, it is proposed that Council approve existing infrastructure to remain on site and in use without a Certificate of Building Compliance.

Approval would be provided on the request that community groups submit planning applications and 'make safe' infrastructure in regards to building structural integrity, electrical compliance and health necessities as identified for each Club in this Implementation Plan. The Plan provides amongst other things, a structural integrity, electrical and health assessment of all structures; suggestions as to solutions to matters identified; a schedule of estimated compliance costs; and a prioritisation of works to be completed based on risk assessment protocols (including the risk to the Shire, Clubs, and members/general public).

Four essential areas require addressing by each Club as follows:

- i. A Planning Application submitted to the Shire of Ashburton for all structures on their leased reserve/lot.
- ii. Building/Structural works as identified to improve the structural condition and safety of the existing structures.
- iii. Ablution, food and bar facility works as identified to comply with minimum Environmental Health requirements.
- iv. Electrical Safety Certificate to be obtained for all structures with power.

Additionally all Clubs running events are required to complete the Shire of Ashburton 'Events Application' form prior to holding an event for risk management purposes.

Suggested costs to undertake the works identified in this report under Building/Structural Integrity and Environmental Health are estimated costs based on contractors undertaking the works. Contractors would need to be engaged to provide firm prices. Works identified in this section of the report are based on works being completed by trade qualified contractors. The works identified are possible to be undertaken by Club volunteers, reducing the cost of undertaking the works substantially.

Electrical works must be undertaken by qualified electricians and an Electrical Safety Certificate provided to the Shire of Ashburton. An example of an Electrical Safety Certificate to be provided by an electrical contractor attached in the Appendix.

This Implementation Plan refers to 'current' structures on the reserves at the time of inspection and date this report was written. All future developments on these reserves must obtain planning and building approvals BEFORE construction. Upgrades or structure replacement for future works not included in this Plan must include the provision for disability access and potable water for kitchen, bars and ablution blocks.

2.5 Tom Price Speedway



2.5.1 Planning Application

Tom Price Speedway Association to submit an Application for Planning Approval form along with the required documents as listed in the Planning Applications checklist. Where floor plans or elevations are not available for the structures photos will be sufficient for each

structure to be submitted with the Planning Application with reference to each photo/structure being identified on the site plans commissioned by the Shire and already provided to the Club.

Application to be submitted within: 6 months
Estimated cost of planning application: \$450.00

2.5.2 Building/Structural Integrity

There are a number of separate structures on this site, including caravans, transportable units, sheds and fixed structures.

The area used as an accommodation area consists of two caravans and a transportable unit (photos 1, 2, 3, 4, & 5). These areas are currently occupied. Pursuant to Shire Policy REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land), the Shire of Ashburton requires the 'caretaker' and 'All You Need Roofing' to vacate the premise by 31st August, 2015. A notice to vacate the premise has been sent to the Association.

The transportable is structurally sound. There is some flashing missing on the roof and the unit requires to be adequately anchored.

Flashing works to be completed within: 12 months
Estimated cost of works: \$500.00

Anchoring works to be completed within: 12 months
Estimated cost of works: \$500.00

Alongside this accommodation area is a transportable unit used as ablutions and storage (photos 6, 7 & 8). Whilst this unit is structurally sound the concrete floors are cracked. The internal walls consist of timber panelling (ply) swollen and are water damaged. Cubicle doors are also swollen and water damaged. The electrical supply to this structure is also being provided by loose unprotected electrical cables (photo 6). It is recommended that this unit be decommissioned and removed.

Remove & Replace: 3 to 5 years
Estimated cost of works: \$200,000.00



Photo 1



Photo2



Photo 3



Photo 4



Photo5



Photo 6



Photo 7



Photo8

The bar and canopy (photos 9, 10 & 11) are structurally sound. The transportable being used as a kiosk (photos 12 & 13) is structurally sound; however, if it was to remain it will be required to be adequately anchored. Tanya Manfield, Club Treasurer, advised that the kiosk is intended to be removed.

Works to be completed within: 12 months
Estimated cost of works: \$600.00



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14

There is a garden shed on site used for storage it is adequate for its use (photo 14). The starters/observation box (photo 15) is structurally sound and appropriately anchored, Tanya Mansfield advised that a new set of steel steps will be installed (steps are already on site). The large water storage tank (photo 16) is structurally sound.



Photo 15



Photo 16

The transportable storage shed at the rear of the entry (photos 17 & 18) is in a dilapidated condition although still in a structurally sound condition. The external cladding is damaged and internal panelling (ply) is swollen and damaged. This is used for storage purposes only. It is required to be adequately anchored.

Works to be completed within: 12 months
Estimated cost of works: \$600.00



Photo 17



Photo 18

2.5.3 Environmental Health

A. Kitchen

Kitchen requires considerable work to comply with the Health Act. There are sealing cracks and gaps in wall. Vinyl floor is damaged does not cover all areas. Bench's not smooth and impervious. Light cover missing, stainless steel backing to wall under exhaust hood needs to be in place. Kitchen sullage needs to be connected to a septic tank.

Until such time that the kitchen is upgraded the Club must abide by Section 6 of the Food Act 2008, providing 'packaged food' only.

B. Bar

The bar is a basic facility. The bar is to be cleaned prior to each use. Not suitable for selling of food. Package beverages only – cans or plastic bottles, no glass.

C. Water Supply

Reticulated water available then stored in tanks for pressure. This will need to be tested prior to events to determine if water is potable. A Shire Environmental Health Officer (EHO) to assess water for free chlorine (0.3mg/l) prior to each event. Water that fails to meet this specification will not be fit to utilise.

To avoid inspections by the EHO's in regards to water before each event, the Club should implement a water management plan. This requires filtration or UV light sterilisation and/or chemical dosing of water. This will ensure that each utilisation of the facility will comply with public health requirements by providing potable water.

D. Toilet & Septic System

The toilet facility requires refurbishment or replacement. Walls wooden, cracked, rotted and damaged. Large cracks in concrete floor. System appears reasonably old and was advised had been pumped out in August. Recommend removal and replacement. Replacement will require full planning and building approval. It will also require the need for disability provisions and potable water.

E. Health (Public Buildings) Regulations 1992

Require an events application form for a public building to be completed before events are held to address risk management issues.

F. Accommodation

This structure/s is non-compliant with requirements of Caravan Park Act and Regulations. Accommodation unit does not meet sanitation requirements of Health Act and Health Local Laws. Pursuant to Shire Policy REC05 Community Lease and Licence Agreements of Shire Assets (Facilities, Buildings and Land) residents provided a notice to vacate.

Kitchen Upgrade Should Club Wish to Prepare Food Onsite

Works to be completed within: 3 to 5 years (if building works have not been undertaken during this time at the end of 5 years the Club will be required to submit planning and building applications should the Club decide to have the kitchen as a licenced food premises).

Estimated cost of works: \$35,000.00

Ablution Replacement

Works to be completed within: 3 to 5 years

Estimated cost of works: \$200,000.00. Planning and building applications will be required prior to ablution replacement. Club must show evidence that funding submissions or initial works towards replacing the ablution have occurred at the end of 3 years.

2.5.4 Electrical

Electrical Safety Certificate required for any building/structure with power. To determine works to obtain an Electrical Safety Certificate an electrical audit must be completed initially.

Audit to be completed within: 3 months

Electrical Audit: \$1,000.00

Electrical systems at the Speedway have been deemed average. They are connected to the mains network which has recently been upgraded. The main distribution board in the pit area requires upgrade. The bar facilities/office and marshalling areas are in reasonable condition, maybe some minor works required in these areas. Track lighting requires some investigation and upgrading works as well as the marshalling lighting (coloured indicator lights for the competitors) 4 locations around track. There are loose unprotected electrical cables around the accommodation unit, electrical conduits are cracked and broken which reinforces the need for an Electrical Safety Certificate.

Electrical works to be completed within: 24 months to 3 years (partial works to be completed within 24 months)

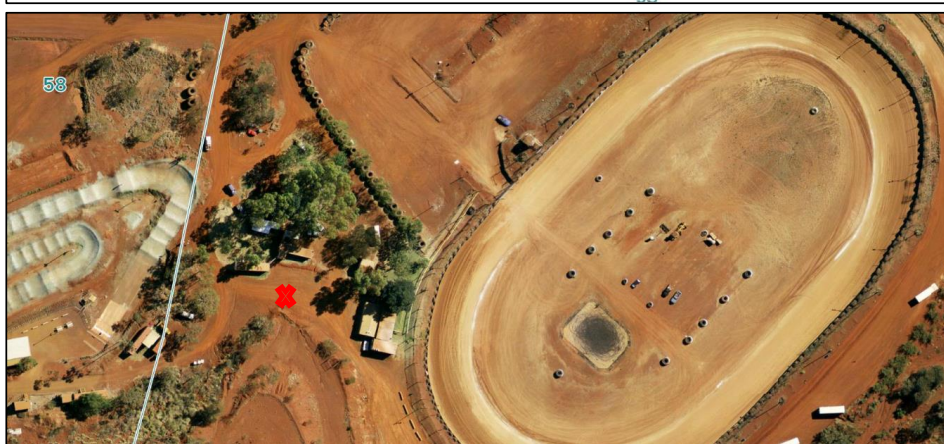
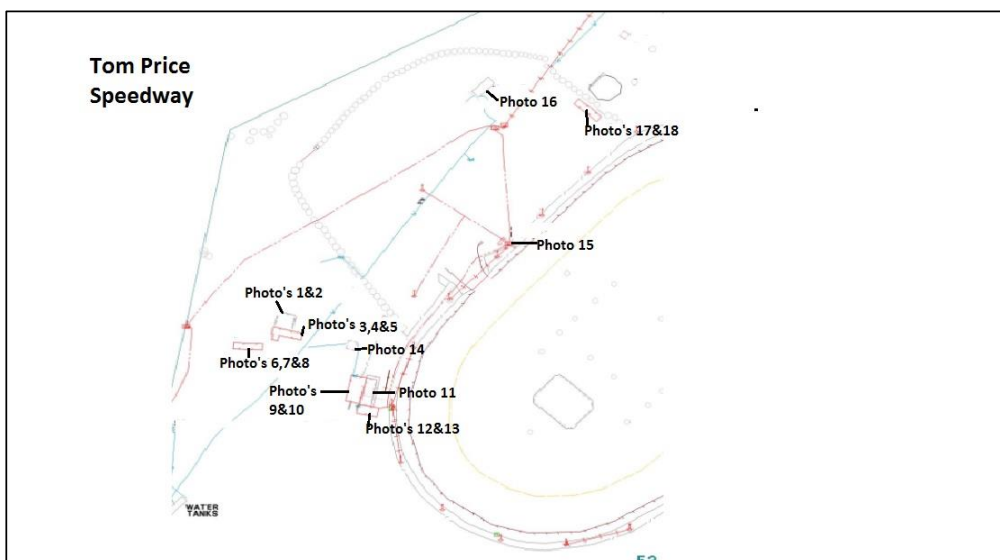
Estimated cost of electrical works: \$25,000.00

2.5.5 Estimated Cost of Works

WORKS REQUIRED	COST
Planning Application	450.00
Building/Structural Integrity	202,200.00
Environmental Health	0.00
Electrical	26,000.00
TOTAL	\$228,650.00


In the event the Club makes a decision to prepare food within the kitchen, before being approved as a registered food premise an additional \$35,000.00 will be required to fit out the kitchen as per health and food requirements. At such time a water management system will need to be installed.

2.5.6 Zones



✘ This symbol indicates structures to be removed from the reserve. All other structures approved to remain. All waste in the progress of being removed from site as per notice provided to Club.

4 APPENDIX



Department of Consumer
and Employment Protection

EnergySafety

Approved Form – Issued July 2008

ELECTRICAL SAFETY CERTIFICATE

Electricity (Licensing) Regulations 1991, Regulation 52B

This certificate warrants that the electrical installing work described below is safe and complies with the *Electricity (Licensing) Regulations 1991*.
 This Electrical Safety Certificate is the certificate of compliance required in Regulation 52B of the *Electricity (Licensing) Regulations 1991*. This regulation requires that the electrical contractor/authorised electrician completing electrical installing work must, within 28 days of completing the work, provide a certificate of compliance in respect of the work to the person for whom the work was carried out.

Installation details

Owner/Occupier Name	H Bryant	Meter No.	N/A
Address	159 Anstey Street, South Perth		
New Installation (Y/N)	Y	Alteration/Addition (Y/N)	N
Other			

Details of work completed (indicate a number/rating where relevant)

General description of the work:	Whole of installation except for air-conditioners and pool installation.

The following detailed information **MUST ALSO** be provided – indicate the number or rating in each category

Lights	23	Water Heaters	2
Socket Outlets	13	Motors	0
Cooking Appliances	2	Air Conditioners	0

Details of any defects observed (alterations and additions only)

N/A

Certification by authorised¹ electrician who completed the work

I certify that the electrical installing work that is subject of this certificate has been completed, checked and tested and, at the time of testing, met the requirements of the <i>Electricity (Licensing) Regulations 1991</i> and is safe.	Name (please print)	HARRY JAMESON						
	Signature	<i>H Jameson</i>						
	Licence No.	EW	2	0	3	4	1	2
	Details of electrical contractor							
	Licence No.	EC	0	0	9	8	9	7
	Business Name	XYZ ELECTRICAL						
	Business Address	206 BROADWATER GARDENS SOUTH LAKE						
	Phone No.	0417 942 919						
	Facsimile No.	9287 3090						
Date	01/07/08							

¹ Authorised pursuant to Regulation 52B(5) of the *Electricity (Licensing) Regulations 1991*

CUSTOMER COPY



Agenda Item 11.3 - Attachment 2

Building inspection and compliance report



**Building inspection and compliance report
Reserve 39327 – Tom Price Speedway**

01.07.2019

Introduction:

On 11.06.2019 a site inspection was undertaken by;
Daniel Wallace – Building Surveyor and Compliance Officer
Janelle Fell – Manager, Land & Asset Compliance
Sarah Grigg – Leasing Officer
John Kelly – Environmental Health Officer

The site inspection was undertaken to determine the suitability and compliance of the existing structures located at the former Tom Speedway.

Background:

A lease agreement was entered into between the Shire of Ashburton and Tom Price Speedway, commencing 1st December 2015 and expiring on 30th November 2025. The leased premises is Reserve 39327, Lot 53 on DP186853 Nameless Valley Drive. Located adjacent east of the Tom Price BMX Track. The Speedway Club is now defunct and has been deemed non-financial. The buildings and structures remaining are property of the Speedway Club.

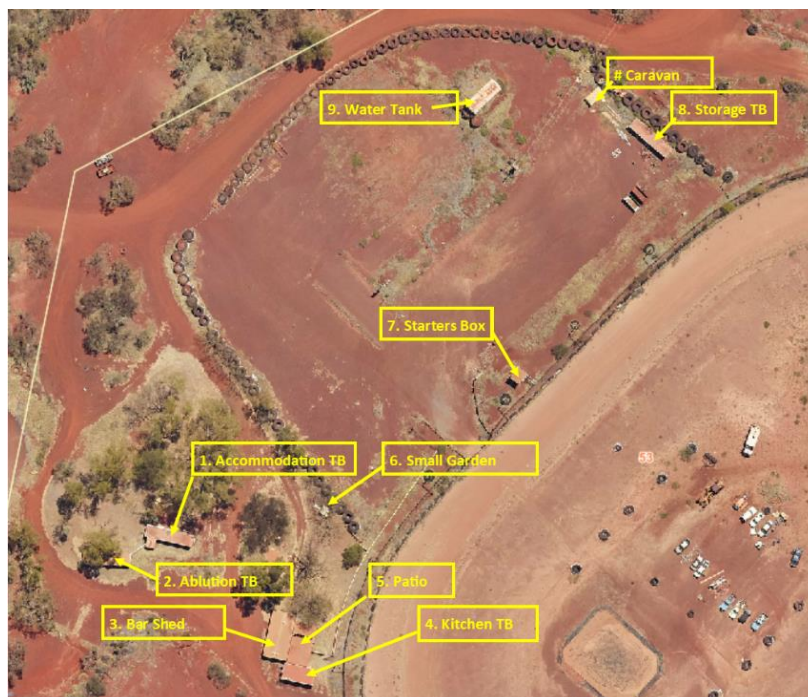


Figure 1.0 Site Plan

Inspection:

On 11.06.2019 an inspection of the site and buildings was undertaken to assess compliance with the National Construction Code, Building Code of Australia Volume 1 2019 (NCC) for the existing use determined by the lease.

1. Accommodation Transportable with attached Ablution Transportable Shower/Toilet.

This building appears to be sound however the building is in need of repairs, sealing where water has leaked through the ceiling and into the walls, further investigation should be undertaken to ensure structural members have not deteriorated with water ingress. The attached toilet and shower unit should be removed due to damage and excess rusting. The building requires examination by an engineer to determine appropriate footings and tie downs, which are not provided. Although this report refers to this building as the accommodation building, this purpose of the building has been removed as per DA 16-15.

It should be noted that at the front of this building, there is an approximate area of 64m² of possible asbestos tiles.

2. Ablution Transportable.

This building is to be decommissioned and removed as per Development Approval 16-15 dated 11th September 2017. Replacement sanitary facilities will be required to be provided, compliant with the NCC including accessible facilities for people with disability.

3. Bar Facilities

The bar facilities building has been reinforced internally and is fixed to slab-on-ground construction and in good condition and suitable for occupation. Consideration for access for people with disability will need to be given to this building. The sliding door is the principal pedestrian entrance and access provided through this door will require the use of a ramp to bridge the channel in the slab. The current layout will not likely be able to comply with access provisions of the NCC and an access consultant will be required to provide a Performance Solution.

The existing cold room should be modified to provide compliance with the NCC including the provision of an entrapment alarm and the like.

4. Kitchen Facilities

The kitchen facilities transportable building is in disrepair and looks to be suffering from water damage. External flashing to roof fascia and skirting are damaged and require repair to ensure weatherproofing. The building requires examination by an engineer to determine appropriate footings and tie downs, which are not provided. Much work would be required to bring this building up to the appropriate health standards to sell food. In its current state the kitchen is only permitted to sell pre-packed foods and goods.

5. Patio covering seating area

This structure must be removed as it is not structurally sound. Made of steel and tin sheeting, it is largely covered in rust and many sections are completely broken through with some tin sheets missing. It appears the structure is on a tilt backwards towards the bar facilities consistent with its state of dilapidation.

6. Garden Shed

This structure should be removed as it is not considered structurally sound. Cladding and doors have failed and there is a risk of complete failure in the event of a weather event.

7. Starters Box

The starters' box is in general disrepair. Access to the box requires negotiation of stairs which do not seem to be in sound condition, general construction and welding of the box does not display good workmanship and windows are not fixed adequately to openings. Most significantly the structure is not secured to the ground by way of conventional footings with one corner of the structure being propped up by rocks.

8. Storage Building

This building is a transportable building located at the North West side of the track. It appears to be structurally sound however does require repairs to fix damaged external cladding and internal paneling. The building requires examination by an engineer to determine appropriate footings and tie downs, which are not provided.

9. Water tank

The water tank is situated on a foundation constructed from used tires back filled with soil. This footing method is unconventional and should be investigated by an engineer as to its suitability to support such a large permanent load.

Summary/Comments:

The site displays a number of buildings featuring large structural concerns, combined with requirements for access for people with disability alone, a large degree of work is required to meet compliance with the NCC and general engineering principles.



Agenda Item 11.3 - Attachment 3

Excerpt from July 2019 Council Report

**PUBLIC MINUTES - ORDINARY MEETING OF COUNCIL
16 JULY 2019**

Council also endorsed further investigations into each structure on Reserve 39327 to determine the suitability for occupancy. A considerable amount of clean up and make good is required at the Leased Premises to remediate the land to its natural state, including the removal of structures, car bodies, scrap metal and light vehicle tyres.

At the January 2019 Ordinary Meeting of Council, Council endorsed termination of the Lease between the Shire of Ashburton and the Tom Price Speedway Club. Council:

1. Endorsed termination of the Lease between the Shire of Ashburton and Tom Price Speedway Club;
2. Authorised the debt write-off of Tom Price Speedway Club for the sum of \$550 as per invoice 31453;
3. Acknowledged the update on the status of the 2015 Implementation Plan for the Tom Price Speedway Club;
4. Approved the Chief Executive Officer to further investigate each structures suitability for occupancy on Reserve 39327, providing a report to Council, outlining actions required and costs for remediation, upon completion;
5. Authorised the Chief Executive Officer to negotiate the terms of a Lease Agreement with the Tom Price Nameless Car Club and report back to Council;
6. Authorised the Chief Executive Officer to request the Department of Planning, Lands and Heritage to change the purpose of the reserve to allow the use proposed by the Tom Price Nameless Car Club Inc. for a burnout pad and club meeting room.

Negotiations with a new lessee are progressing. In accordance with point 4 and to progress remediation and make good, Council consideration of the proposed works is requested.

Comment

To meet the requirements of the Health (Public Buildings) Regulations 1992, and ensure the Shire is maintaining good community governance and to protect future Lessees, its members and members of the public, remediation actions have been ascertained after inspection by the Shire’s Building Surveyor and Compliance Officer actioning the required issues prior to occupancy through a new lease will mitigate the risk of injury.

ATTACHMENT 13.2

The remediation works are classified into five scopes:

Scope Item	Details	Item	Description	Action Required	Cost Estimate
Removal of structures and rubbish	These works include the removal of all items identified for removal and clean-up of general rubbish on the reserve.	Accommodation Transportable	<ol style="list-style-type: none"> 1. Water damage 2. Flashing repairs required 3. Toilet and shower damage and rusting 4. Building not anchored 	Removal of structure	Indicative cost estimate is \$110,000.00. An additional \$15,000.00 is required for waste site fees.
		Kitchen Facilities	<ol style="list-style-type: none"> 1. Water damage 2. Flashing repairs required 	Removal of structure	

**PUBLIC MINUTES - ORDINARY MEETING OF COUNCIL
16 JULY 2019**

Scope Item	Details	Item	Description	Action Required	Cost Estimate
			3. Building not anchored		
		Patio Roof	1. Not structurally sound	Removal of structure	
		Garden Shed	1. Not structurally sound	Removal of structure	
		Starters Box	1. General disrepair 2. Welding does not display good workmanship 3. Windows not adequately fixed to openings 4. Not secured to ground	Removal and replacement of structure	
Supply and install of ablutions	It is proposed a single universal access toilet (UAT) be installed. This provides the opportunity to locate the UAT closer to the bar facility for the convenience of patrons.	Ablutions Transportable	1. Not fit for purpose	Removal of structure. Supply and install of new ablutions	Initially costings indicate \$55,000.00.
Repairs to structures	An access solution is required to allow disability access over the sliding door channel. It is proposed a lightweight solution somewhat like an electrical cable cover be sourced to allow easy manoeuvring and versatility. An entrapment	Bar Facilities	1. No disability access 2. Cold room needs modifications for compliance with BCA – entrapment alarm	Ramp over door channel Entrapment alarm	Not yet known
		Storage Building	1. Water damage 2. External cladding repairs required 3. Building not anchored	If repairs to this structure are deemed excessive, it is proposed a container stored at the Tom Price Waste Site be utilised as a replacement	Not yet known

**PUBLIC MINUTES - ORDINARY MEETING OF COUNCIL
16 JULY 2019**

Scope Item	Details	Item	Description	Action Required	Cost Estimate
	alarm is required to comply with the BCA.				
Engineer assessment	Should the engineers report advise remediation works to the tank hardstand, this will be used to inform future budgets. If any action is deemed urgent, this will be actioned accordingly.	Water Tank	1. Foundation constructed from used tyres and backfilled with soil	Engineer assessment required	Not yet known
Electrical compliance	Byblos undertook an electrical inspection in 2017 which identified the requirement for a switchboard upgrade and cable and conduit repairs to light poles. UAT connection is required.	Electrical	1. Main distribution board upgrade required 2. Light pole supply non-compliant	Electrical upgrades	\$20,000.00 is an indicative cost estimate to address these compliance issues

Consultation

Executive Management Team
Leasing Officer
Building Surveyor and Compliance Officer
Environmental Health Officer

Statutory Environment

Land Administration Act 1997 states in part:

46. *Care, control and management of reserves*

(7) *A person with whom the care, control and management of a reserve is placed by order has, by virtue of this subsection, the capacity, functions and powers to hold and deal with the reserve in a manner consistent with the order, any order conferring power on that person under subsection (3) (a) and this Act to the extent that the person does not already have that capacity or those functions and powers.*



Agenda Item 11.3 - Attachment 4

Speedway spend to date

Speedway Spent to date

Date	Amount	Paid to:	Reason/ Description
09/05/15	\$16,197.32	TOM PRICE SPEEDWAY CLUB INC	Donation to assist Tom Price Speedway with waste compliance, all rubbish to be removed from reserve and disposed of a local waste facility.
16/10/2019	\$40,000	MKB INDUSTRIES	RFQ 30.19 Salvage and Disposal from Lot 53 Nameless Valley Drive, Tom Price Salvage and disposal of transportables and car bodies from Tom Price Speedway.
21/05/2020	\$68,299.46	BENNCO GROUP	RFQ 48.19 Supply and install Universal Access Toilet (UAT) Tom Price Speedway - 97.5% of project value Supply and install Universal Access Toilet (UAT) Tom Price Speedway - 97.5% of project value.
17/08/2020	\$5,525	SINEWAVE ELECTRICAL	Electrical inspection at Tom Price Speedway track to inform requirements for Scope of Works as per quote TQ8929 Electrical inspection at Tom Price Speedway track.
26/08/2020	\$1,880	SINEWAVE ELECTRICAL	Scope of works to advise reinstatement/upgrade of electrics at Tom Price Speedway Track - as per quote TQ8921 Provide scope of works for upgrade of electrics at Tom Price speedway.
30/11/2020	\$4,000	MDC GLOBAL PTY LTD	Engineering Services Consultancy as per quote PROP-21-102-001 - Tom Price

			Speedway Lighting Development Engineering services consultancy Tom Price Speedway Lighting Development.
28/05/2021	\$681.34	BENNCO GROUP	Supply materials to replace water value at Tom Price Motorplex Supply labour and materials to replace water value at Tom Price Motorplex.
11/06/2021	\$1,751.45	BENNCO GROUP	RFQ 48.19 Supply & Install Universal Access Toilet (UAT) at Tom Price Speedway - retention money 2.5% due after DLP inspection Tom Price Speedway Universal Access Toilet - retention money 2.5% due after DLP inspection complete.
Subtotal	\$122,137.25	\$77,862.75 remaining of the \$200,000 agreed by council.	Since 16/10/2019 – after ordinary meeting of council 16 July 2019 - MINUTE: 605/2019
TOTAL	\$138,334.57		Since 09/05/2015



Agenda Item 11.3 - Attachment 5

Works completed and works outstanding

<u>Scope Item</u>	<u>Details</u>	<u>Item</u>	<u>Description</u>	<u>Action Required</u>	<u>Cost Estimate</u>	<u>Update 2023</u>
Removal of structures and rubbish	These works include the removal of all items identified for removal and clean-up of general rubbish on the reserve.	Accommodation Transportable	<ol style="list-style-type: none"> 1. Water damage 2. Flashing repairs required 3. Toilet and shower damage and rusting 4. Building not anchored 	Removal of structure	Indicative cost estimate is \$110,000.00. An additional \$15,000.00 is required for waste site fees.	Complete
		Kitchen Facilities	<ol style="list-style-type: none"> 1. Water damage 2. Flashing repairs required 3. Building not anchored 	Removal of structure		Complete
		Patio Roof	<ol style="list-style-type: none"> 1. Not structurally sound 	Removal of structure		Complete
		Garden Shed	<ol style="list-style-type: none"> 1. Not structurally sound 	Removal of structure		Complete
		Starters Box	<ol style="list-style-type: none"> 1. General disrepair 2. Welding does not display good workmanship 3. Windows not adequately fixed to openings 4. Not secured to ground 	Removal and replacement of structure		Complete

<u>Scope Item</u>	<u>Details</u>	<u>Item</u>	<u>Description</u>	<u>Action Required</u>	<u>Cost Estimate</u>	<u>Update 2023</u>
Supply and install of ablutions	It is proposed a single universal access toilet (UAT) be installed. This provides the opportunity to locate the UAT closer to the bar facility for the convenience of patrons.	Ablutions Transportable	1. Not fit for purpose	Removal of structure. Supply and install of new ablutions	Initially costings indicate \$55,000.00.	Complete – Undertaken by Bennco - \$68,300.
Repairs to structures	An access solution is required to allow disability access over the sliding door channel. It is proposed a lightweight solution somewhat like an electrical cable cover be sourced to allow easy manoeuvring and versatility. An entrapment alarm is required to comply with the BCA.	Bar Facilities	1. No disability access 2. Cold room needs modifications for compliance with BCA – entrapment alarm	Ramp over door channel Entrapment alarm	Not yet known	Believed to be outstanding
		Storage Building	1. Water damage 2. External cladding repairs required 3. Building not anchored	If repairs to this structure are deemed excessive, it is proposed a container stored at the Tom Price Waste Site be utilised as a replacement	Not yet known	Believed to be outstanding
Engineer assessment	Should the engineers report advise remediation works to the tank hardstand, this will be used to inform future budgets. If any action is deemed urgent, this will be actioned accordingly.	Water Tank	1. Foundation constructed from used tyres and backfilled with soil	Engineer assessment required	Not yet known	Believed to be outstanding

<u>Scope Item</u>	<u>Details</u>	<u>Item</u>	<u>Description</u>	<u>Action Required</u>	<u>Cost Estimate</u>	<u>Update 2023</u>
Electrical compliance	Byblos undertook an electrical inspection in 2017 which identified the requirement for a switchboard upgrade and cable and conduit repairs to light poles. UAT connection is required.	Electrical	<ol style="list-style-type: none"> 1. Main distribution board upgrade required 2. Light pole supply non-compliant 	Electrical upgrades	\$20,000.00 is an indicative cost estimate to address these compliance issues	Outstanding – latest quotes received: \$ \$75,521.74 for power (NWMC) \$70,814.70 for lighting (Sinewave Electrical)





Agenda Item 11.3 - Attachment 6

Sinewave Electrical - Lighting Quote



		Quote Number	00002590
		Created Date	7/08/2020
Prepared By	David Abbott	Contact Name	Ed Smith
Company Name	Earthtrack Group	Phone	9188 1234
Title	National Sales Manager	Email	ed@swegroup.com.au
Phone	0473 333 304		
Email	david@etms.com.au		
Bill To Name	Sinewave Electrical Group	Ship To Name	Sinewave Electrical Group
Bill To	TOM PRICE	Ship To	Lot 19, Light Industrial AREA WA 6851 Australia

Product Image	Product	Product Code	Line Item Description	Quantity	Sales Price	Total Price
	Rigel Series sports & area flood - 400W	ETG-RSF400	RIGEL Series High Powered Asymmetrical/Symmetrical Sports & Area Flood Light 400W, 66,400LM, IP67 Rated, 10 Year Warranty, Trunnion Mount	63.00	\$1,016.00	\$64,008.00
	Slimline Veva Series LED - 100W	ETG-SVF100	VEVA Slim line Flood light 100W, LUMILEDS/SOSEN driver, IP66,14,000LM, 5000K, 120 Beam, Type III-M PC Lens, Black, 1.8m flex and plug, 5 Year warranty.	3.00	\$123.00	\$369.00

Subtotal	\$64,377.00
Total Price	\$64,377.00
GST	\$6,437.70
Grand Total	\$70,814.70

Notes

Supply Quote Notes: Typically Most Common Products are in stock, However, if Customised Product or Manufactured Items are required with sooner Lead time please advise at time of order to confirm.
 Non-stock or out-of-stock items have a standard lead time of 8-10 weeks.
 Call Earthtrack on 1300 410 485 prior to placing order to confirm lead times or to discuss specific delivery requirements.
 Please enquire with Earthtrack before placement of order for confirmation.
 Some Luminaires on this quote may be non-returnable unless approved by Earthtrack's Management only.
 All Other Luminaires may incur a Re-Stocking Fee upon return.
 Any Freight involved for the return of Luminaires will be the sole responsibility of the Client.
 Please refer to product specifications for warranty details.

Solar Quotes:

To maintain equipment performance at the optimum level, we recommend a quarterly maintenance program. Talk to us about the Earthtrack Premium Solar Maintenance & Upgrade Program option.



All prices are exclusive of GST.
Freight charges will apply (or please provide freight account details or arrange pickup ex. Forrestdale WA).
All prices are valid for 30 days.
A full copy of Earthtrack Trading Terms are available at www.etms.com.au/resources/trading-terms

Quote accepted by (Name) _____

PO number _____

Signed (signature) _____

Date _____



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF
	11	ETG-RSF400-30-5K	SINGLE	71764	0.850
	52	ETG-RSF400-60-5K	SINGLE	70752	0.850
	3	ETG-SVF100 90D	SINGLE	14130	0.850

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Min/Avg	Min/Max
KIOSK	Illuminance	Lux	44.73	154.5	11.7	0.26	0.08
PITS Eh	Illuminance	Lux	40.58	124.2	6.9	0.17	0.06
Track Eh	Illuminance	Lux	204.63	437.1	101.5	0.50	0.23

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	ETG-RSF400-60-5K	213.334	81.861	10	184.515	60
57	ETG-RSF400-60-5K	66.658	131.54	12	71.076	60
64	ETG-SVF100 90D	60.9	82.727	10	171.379	60
2	ETG-RSF400-60-5K	213.417	82.362	10	91.391	60
58	ETG-RSF400-30-5K	69.266	181.284	12	174.817	70
65	ETG-SVF100 90D	69.622	107.853	10	143.948	60
1	ETG-RSF400-60-5K	230.772	102.303	10	193.66	60
59	ETG-RSF400-30-5K	69.057	180.867	12	233.685	70
66	ETG-SVF100 90D	83.483	130.327	10	142.758	60
4	ETG-RSF400-60-5K	230.939	102.637	10	99.806	60
60	ETG-RSF400-30-5K	69.189	181.752	12	123.095	70
5	ETG-RSF400-60-5K	244.288	125.498	10	195.623	60
61	ETG-RSF400-30-5K	69.531	182.051	12	79.317	70
6	ETG-RSF400-60-5K	244.372	126.249	10	115.882	60
62	ETG-RSF400-30-5K	69.582	182.139	12	6.917	70
7	ETG-RSF400-60-5K	251.047	152.031	10	216.518	60
63	ETG-RSF400-30-5K	69.549	181.612	12	341.186	70
8	ETG-RSF400-60-5K	250.963	152.364	10	118.373	60
9	ETG-RSF400-30-5K	247.839	179.615	10	220.904	60
10	ETG-RSF400-60-5K	247.626	179.988	10	164.222	60
11	ETG-RSF400-60-5K	231.766	199.265	10	258.621	60
12	ETG-RSF400-60-5K	231.393	199.586	10	198.931	60
13	ETG-RSF400-60-5K	208.111	214.164	10	280.921	60
14	ETG-RSF400-60-5K	207.79	214.328	10	230.016	60
15	ETG-RSF400-60-5K	184.668	216.834	10	300.314	60
16	ETG-RSF400-60-5K	184.401	216.727	10	248.814	60
17	ETG-RSF400-60-5K	159.251	207.489	10	323.862	60
18	ETG-RSF400-30-5K	159.197	207.275	10	273.712	60
19	ETG-RSF400-60-5K	140.08	188.319	10	0.143	60
20	ETG-RSF400-60-5K	139.92	188.212	10	257.499	60
21	ETG-RSF400-60-5K	120.964	169.148	10	3.985	60
22	ETG-RSF400-60-5K	120.893	168.881	10	283.079	60
23	ETG-RSF400-60-5K	102.861	150.085	10	3.325	60
24	ETG-RSF400-60-5K	102.594	149.818	10	263.465	60
25	ETG-RSF400-60-5K	83.798	130.434	10	357.666	60
26	ETG-RSF400-60-5K	83.584	130.221	10	265.347	60
27	ETG-RSF400-60-5K	69.807	108.007	10	12.499	60
28	ETG-RSF400-60-5K	69.701	107.633	10	294.475	60
29	ETG-RSF400-60-5K	61.17	82.949	10	26.31	60
30	ETG-RSF400-60-5K	61.17	82.482	10	339.039	60
31	ETG-RSF400-60-5K	65.242	57.785	10	57.291	60
32	ETG-RSF400-60-5K	65.509	57.585	10	323.862	60
33	ETG-RSF400-60-5K	80.994	37.16	10	78.159	60
34	ETG-RSF400-60-5K	81.395	36.826	10	19.956	60
35	ETG-RSF400-60-5K	104.557	23.81	10	115.245	60
36	ETG-RSF400-60-5K	105.024	23.676	10	48.598	60
37	ETG-RSF400-60-5K	129.254	21.607	10	139.307	60
38	ETG-RSF400-60-5K	129.721	21.54	10	82.356	60
39	ETG-RSF400-60-5K	153.35	29.417	10	169.631	60
40	ETG-RSF400-60-5K	153.617	29.617	10	92.38	60
41	ETG-RSF400-60-5K	83.804	130.248	10	313.735	60
42	ETG-RSF400-60-5K	102.911	149.854	10	310.943	60
43	ETG-RSF400-60-5K	121.1	169.044	10	323.521	60
44	ETG-RSF400-60-5K	140.124	187.984	10	313.603	60
45	ETG-RSF400-60-5K	184.678	216.435	10	273.778	60
46	ETG-RSF400-60-5K	231.569	198.997	10	227.773	60
47	ETG-RSF400-60-5K	230.485	102.546	10	148.259	60
48	ETG-RSF400-60-5K	213.13	82.271	10	147.178	60
49	ETG-RSF400-60-5K	194.107	62.496	10	135.526	60
50	ETG-RSF400-60-5K	174.916	44.891	10	131.412	60
51	ETG-RSF400-60-5K	244.195	126.076	10	153.558	60
52	ETG-RSF400-60-5K	250.936	152.242	10	169.722	60
53	ETG-RSF400-60-5K	193.812	62.327	10	183.525	60
54	ETG-RSF400-60-5K	175.038	45.228	10	71.128	60
55	ETG-RSF400-60-5K	174.544	44.73	10	187.711	60
56	ETG-RSF400-60-5K	194.29	62.925	10	87.163	60



ETG-ESFL100



ETG-RSF400

earthtrack GROUP

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www.earthtrackgroup.com.au
34 Remisko Dr, Forrestdale WA 6112

Drawn Date:	6/08/2020		
Drawn:	AC	Checked:	XX
Approved:	XX		
Rev:	Date:	Comment or Note:	
1	06/08/2020		

PROJECT: **TOP PRICE SPEEDWAY**

CLIENT: **SWE**

Design Notes:
This design along with all accompanying documentation and data is provided as a concept only and is NOT for construction. Values shown are MAINTAINED values and are calculated in the nominated planes using "Direct Methodology" calculations only.
No structures / obstructions (including trees & buildings) were considered in this design. Calculations are also based on parameters supplied by the client and other assumed design parameters as detailed within this documentation. In practice, the accuracy of the value shown will differ due to these environmental and external factors and variations.
Maintenance:
Fittings must be cleaned and electrical safety checks must be done periodically to enhance the longevity and performance of all fittings (every 36 months). If illumination values fail to meet requirements set by standards, action should be taken.
ANY spontaneous failure before this time is to be assessed for impact upon the illumination of the site and if deemed necessary be replaced.

NOTE:
Actual 3D CAD Drawings either in DWG or DXF format desired before Accurate Illuminance Results are to be considered. For further calculations and/or for installation aiming details please consult your Earthtrack representative. It is highly recommended that the aiming data is confirmed well in advance of aiming taking place to avoid costly site delays. In order for this to take place, confirmation of accurate installed pole locations and heights, fitting numbers and actual field dimensions should be supplied within 15 working days of when onsite aiming is scheduled to take place.
Also Earthtrack is under no liability to the client for failure to attain complying figures as the responsibility for verification of compliance lies with the customer.
© Earthtrack Group Pty Ltd - May 2020

Scale: Not To Scale

SIZE: **A1**

ETG REP: David Abbott



Agenda Item 11.3 - Attachment 7

Electrical Quote



☎ 08 9189 3606
 ✉ info@nwmcmMining.com.au
 🌐 www.nwmcmMining.com.au

📍 Lot 50, Nameless Valley Road
 Tom Price WA 6751
 PO Box 93, Tom Price WA 6751
 ABN 69 167 677 830 PL9735

Tom Price Motorsport Club Incorporated
 Lot 53
 Nameless Valley Drive

Quote No. 28609

Quote Date	02/02/2023
Location	Tom Price Town
Client	Tom Price Motorsport Club Incorporated
Job Name	Motorsport Power Supply

Thank you for inviting North West Mining & Civil to quote on the following job

Civils Scope

- Mobilise to site. Complete HSE paperwork and obtain relevant permits. Work area set up.
- Supply labour and associated equipment.
- Excavate trench from transformer DB to club house. Vac truck around DB and club house.
- Supply and lay 50mm cracker dust material to encapsulate conduits.
- Condition backfill material, install and compact.
- Tidy work area and demobilise from site.

Electrical Scope

- Tools and equipment hire, PPE, compliance paperwork, mobilise to site, complete risk assessment.
- Layout and install 63mm HD conduit from Transformer DB to club house.
- Install electrical route marker concrete blocks.
- Install 25mm 4C+E cable in 63mm conduit.
- Install 25mm single core earth cable in 63mm conduit.
- Install new switchboard on inside corner of club house.
- Install all required conduit and cable to divert existing circuits into new switchboard.
- Complete all electrical connections in new switchboard.
- Electrically check all existing circuits. No allowance for any repairs included.
- Obtain main transformer DB isolation.
- Install new smaller 63amp adjustable main circuit breaker.
- Gland in 25mm cable and earth.
- Complete all terminations.
- Complete all electrical dead testing.
- De-isolate transformer DB.
- Complete all testing and test sheets.
- Out of service and faulty existing club house circuits and document
- Cleanup work area and demobilise.



☎ 08 9189 3606
 ✉ info@nwmcmining.com.au
 🌐 www.nwmcmining.com.au

📍 Lot 50, Nameless Valley Road
 Tom Price WA 6751
 PO Box 93, Tom Price WA 6751
 ABN 69 167 677 830 PL9735

Exclusions

- Rectification of any existing electrical defects outside of the scope of works (as per AS/NZS 3000:2018).
- Rectification of any existing electrical non compliances outside of the scope of works (as per AS/NZS 3000:2018).
- No allowance included for the following:
 - any electrical repairs to the clubhouse on existing electrical circuits or equipment.
 - any electrical metering to be installed.
 - additional medicals or drug and alcohol tests.
 - auto cad drawings of the installation (red line existing drawings only, if required).
 - surveying of any kind.
 - full time supervision.
 - replacing any existing services unless expressly stated above.
 - fibre optic / comms connections and commissioning
 - rock breaking, hard digging or soft spots.
 - plumbing work.

Additional Conditions

- All work to be done on day shift (0600-1800) including travel.
- Client to supply dig permit.
- Any alteration to the drawings or scope prior to commencement or during the project may constitute a variation.
- NWMC to supply flights meals and accommodation.
- Project delivery time may vary based on supply availability of materials.

Item	Charge
Labour Total	\$15,938.13
Materials & Sub-contractors Total	\$34,637.37
Plant & Equipment Total	\$24,946.24
Total ex GST	\$75,521.74



☎ 08 9189 3606
✉ info@nwmcmining.com.au
🌐 www.nwmcmining.com.au

📍 Lot 50, Nameless Valley Road
Tom Price WA 6751
PO Box 93, Tom Price WA 6751
ABN 69 167 677 830 PL9735

Standard Terms & Conditions

- NWMC will not be held liable for damage to any unsighted items contained below ground level if not clearly mark on drawings provided by the client.
- Any delay to works due to stand down, site access, isolations or inclement weather to be charged at an hourly rate.
- No allowance has been made for rock breaking. If rock is encountered there may be an additional cost for rock breaker/equivalent machinery.
- In the event that an issued Service Order is cancelled, any cost or expenses incurred by NWMC may be passed on to the client.
- Quote expires 30 days from date of issue.
- No allowances have been made for retention, bank guarantees or liquidated damages.



Agenda Item 12.1 - Attachment 1

Monthly Financial Report January 2023

SHIRE OF ASHBURTON**MONTHLY FINANCIAL REPORT**
(Containing the Statement of Financial Activity)
For the Period Ending 31 January 2023

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

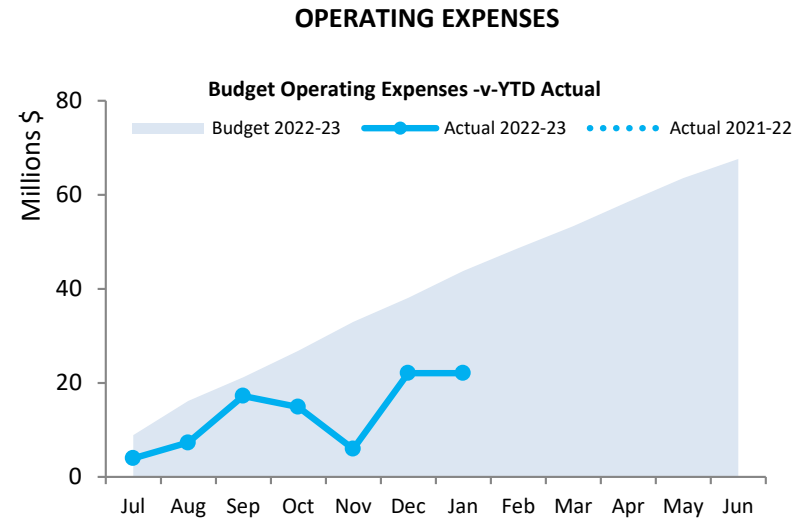
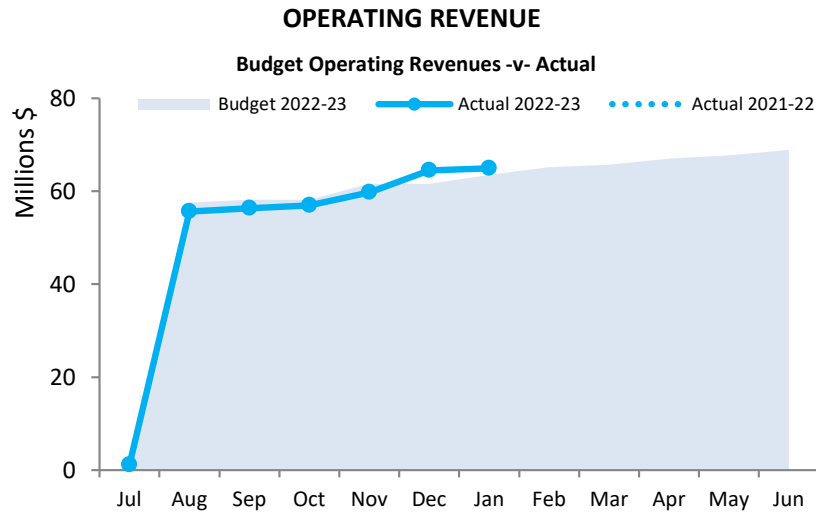
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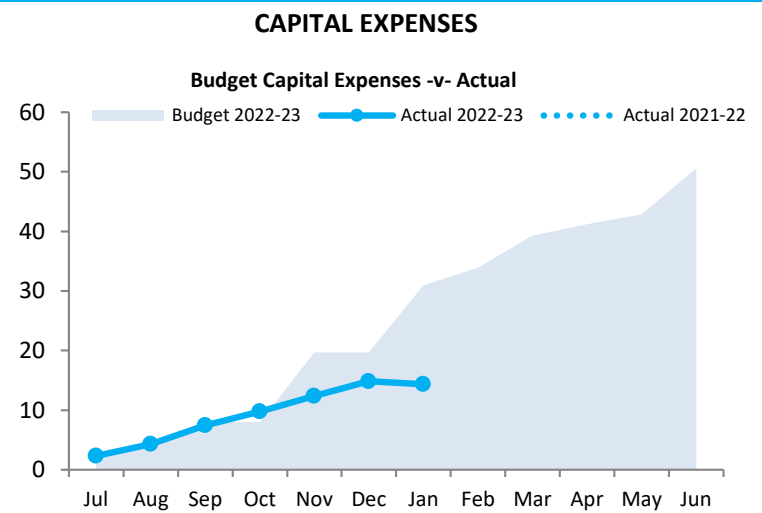
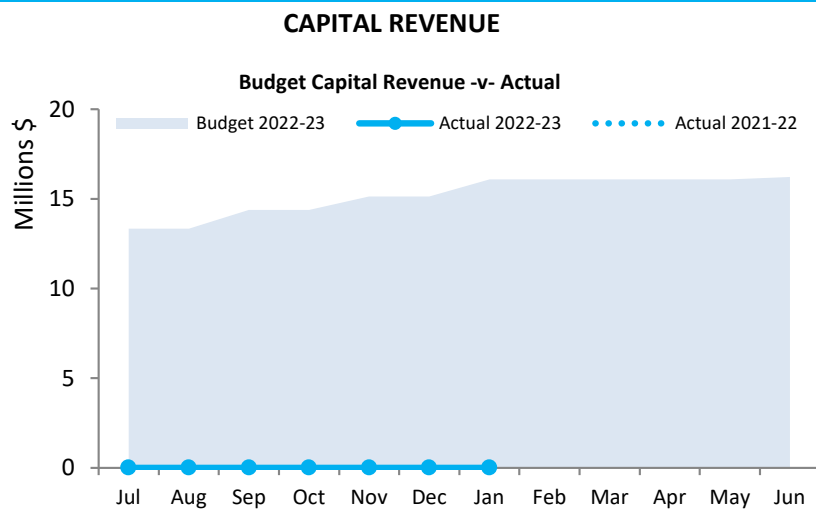
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JANUARY 2023**

SUMMARY INFORMATION - GRAPHS

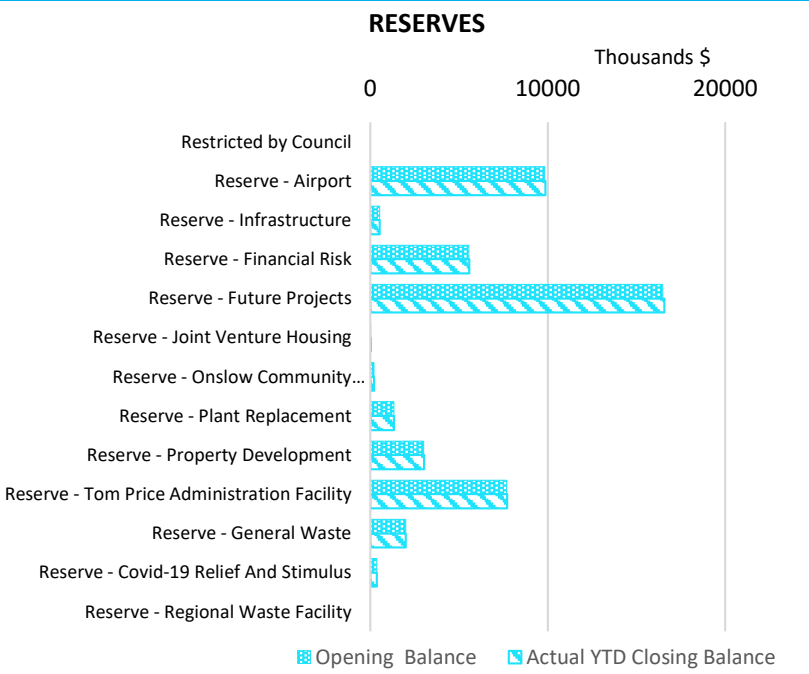
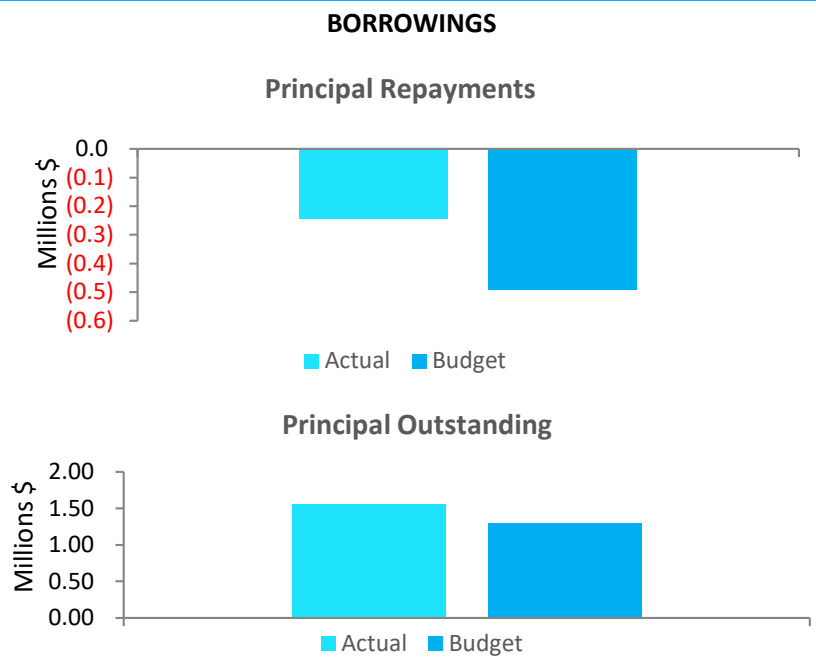
OPERATING ACTIVITIES



INVESTING ACTIVITIES



FINANCING ACTIVITIES



**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JANUARY 2023**

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$11.46 M	\$11.46 M	\$9.47 M	(\$2.00 M)
Closing	(\$0.33 M)	\$23.81 M	\$37.93 M	\$14.12 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$93.28 M	% of total
Unrestricted Cash	\$45.90 M	49.2%
Restricted Cash	\$47.39 M	50.8%

Refer to Note 2 - Cash and Financial Assets

Payables		
	\$3.05 M	% Outstanding
Trade Payables	\$0.52 M	
0 to 30 Days		37.2%
Over 30 Days		62.8%
Over 90 Days		-0.3%

Refer to Note 5 - Payables

Receivables		
	\$4.95 M	% Collected
Rates Receivable	\$0.94 M	97.6%
Trade Receivable	\$4.95 M	% Outstanding
Over 30 Days		85.9%
Over 90 Days		27%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$15.06 M	\$27.64 M	\$40.61 M	\$12.97 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$51.86 M	% Variance
YTD Actual	\$51.86 M	
YTD Budget	\$52.01 M	(0.3%)

Refer to Statement of Financial Activity

Operating Grants and Contributions		
	\$4.62 M	% Variance
YTD Actual	\$4.62 M	
YTD Budget	\$5.46 M	(15.3%)

Refer to Note 12 - Operating Grants and Contributions

Fees and Charges		
	\$5.27 M	% Variance
YTD Actual	\$5.27 M	
YTD Budget	\$5.40 M	(2.6%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$33.86 M)	(\$14.93 M)	(\$12.11 M)	\$2.82 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$0.00 M	%
YTD Actual	\$0.00 M	
Adopted Budget	\$0.94 M	(100.0%)

Refer to Note 6 - Disposal of Assets

Asset Acquisition		
	\$14.37 M	% Spent
YTD Actual	\$14.37 M	
Adopted Budget	\$51.02 M	(71.8%)

Refer to Note 7 - Capital Acquisitions

Capital Grants		
	\$0.00 M	% Received
YTD Actual	\$0.00 M	
Adopted Budget	\$16.22 M	(100.0%)

Refer to Note 7 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$7.00 M	(\$0.37 M)	(\$0.03 M)	\$0.34 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.24 M
Interest expense	\$0.03 M
Principal due	\$1.55 M

Refer to Note 8 - Borrowings

Reserves	
Reserves balance	\$47.19 M
Interest earned	\$0.21 M

Refer to Note 10 - Cash Reserves

Lease Liability	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.00 M

Refer to Note 9 - Lease Liabilities

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 31 JANUARY 2023**

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

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

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

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

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

INTEREST EARNINGS

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

EXPENSES

EMPLOYEE COSTS

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

MATERIALS AND CONTRACTS

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

UTILITIES (GAS, ELECTRICITY, WATER)

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

INSURANCE

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

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets. Excluding Land.

INTEREST EXPENSES

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

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

BY NATURE OR TYPE

	Ref	Adopted Budget	YTD Budget	YTD Actual	Variance \$	Variance %	Var.
	Note	(a)	(b)	(c)	(c) - (b)	((c) - (b))/(b)	
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	11,464,289	11,464,289	9,466,787	(1,997,502)	(17.42%)	▼
Revenue from operating activities							
Rates		52,255,600	52,009,300	51,859,303	(149,997)	(0.29%)	
Operating grants, subsidies and contributions	12	7,824,062	5,456,628	4,620,242	(836,386)	(15.33%)	▼
Fees and charges		8,121,011	5,404,301	5,266,372	(137,929)	(2.55%)	
Interest earnings		1,525,500	874,895	287,758	(587,137)	(67.11%)	▼
Other revenue		518,200	189,500	638,793	449,293	237.09%	▲
Profit on disposal of assets	6	162,604	0	0	0	0.00%	
		70,406,977	63,934,624	62,672,468	(1,262,156)	(1.97%)	
Expenditure from operating activities							
Employee costs		(23,149,138)	(14,259,401)	(10,934,226)	3,325,175	23.32%	▲
Materials and contracts		(27,948,635)	(19,124,730)	(8,119,680)	11,005,050	57.54%	▲
Utility charges		(1,585,400)	(883,400)	(794,557)	88,843	10.06%	▲
Depreciation on non-current assets		(14,105,200)	(8,226,596)	0	8,226,596	100.00%	▲
Interest expenses		(58,100)	(30,500)	(30,707)	(207)	(0.68%)	
Insurance expenses		(1,248,600)	(1,238,100)	(1,299,356)	(61,256)	(4.95%)	
Other expenditure		(1,190,600)	(756,300)	(885,892)	(129,592)	(17.13%)	▼
Loss on disposal of assets	6	(163,756)	0	0	0	0.00%	
		(69,449,429)	(44,519,027)	(22,064,418)	22,454,609	(50.44%)	
Non-cash amounts excluded from operating activities	1(a)	14,106,352	8,226,596	0	(8,226,596)	(100.00%)	▼
Amount attributable to operating activities		15,063,900	27,642,193	40,608,050	12,965,857	46.91%	
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	13	16,221,500	16,076,500	2,257,974	(13,818,526)	(85.95%)	▼
Proceeds from disposal of assets	6	939,000	0	0	0	0.00%	
Payments for property, plant and equipment and infrastructure	7	(51,019,500)	(31,005,379)	(14,371,527)	16,633,852	53.65%	▲
Amount attributable to investing activities		(33,859,000)	(14,928,879)	(12,113,553)	2,815,326	(18.86%)	
Financing Activities							
Transfer from reserves	10	13,284,500	343,000	0	(343,000)	(100.00%)	▼
Repayment of debentures	8	(492,861)	(244,208)	(244,208)	0	0.00%	
Transfer to reserves	10	(5,794,928)	(467,992)	211,320	679,312	145.15%	▲
Amount attributable to financing activities		6,996,711	(369,200)	(32,888)	336,312	(91.09%)	
Closing funding surplus / (deficit)	1(c)	(334,100)	23,808,403	37,928,396	14,119,993	(59.31%)	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 15 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JANUARY 2023**

BASIS OF PREPARATION

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying Regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 14 to these financial statements.

SIGNIFICANT ACCOUNTING POLICES

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 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 not readily apparent from other sources. Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. 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.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 26 February 2023

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

	Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(162,604)	0	0
Add: Loss on asset disposals	6	163,756	0	0
Add: Depreciation on assets		14,105,200	8,226,596	0
Total non-cash items excluded from operating activities		14,106,352	8,226,596	0

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

	Notes	Adopted Budget Opening 30 June 2022	Last Year Closing 30 June 2022	Year to Date 31 January 2023
Adjustments to net current assets				
Less: Reserves - restricted cash	10	(40,551,081)	(46,979,836)	(47,191,156)
Add: Borrowings	8	(492,861)	492,862	248,654
Add: Provisions employee related provisions	11		1,816,689	1,831,651
Add: Lease liabilities	9		65,398	65,398
Total adjustments to net current assets		(41,043,942)	(44,604,887)	(45,045,453)

(c) Net current assets used in the Statement of Financial Activity

Current assets

Cash and cash equivalents	2		71,720,364	93,284,580
Rates receivables	3		631,721	939,993
Receivables	3		1,464,511	4,950,067
Other current assets	4		631,586	459,517

Less: Current liabilities

Payables	5		(6,321,929)	(2,783,283)
Borrowings	8		(492,862)	(248,654)
Contract liabilities	11		(11,679,630)	(11,731,321)
Lease liabilities	9		(65,398)	(65,398)
Provisions	11		(1,816,689)	(1,831,651)

Less: Total adjustments to net current assets

	1(b)		(44,604,887)	(45,045,453)
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Closing funding surplus / (deficit)

	0	9,466,787	37,928,397
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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. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS**

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$				
Westpac	Cash and cash equivalents	45,697,312	5,957,136	51,654,448		Westpac	0.00%	On-call
Commonwealth Bank	Cash and cash equivalents	194,899	0	194,899		CBA	0.00%	On-call
Cash on hand	Cash and cash equivalents	4,700	0	4,700		-	-	-
WA Treasury Corporation	Cash and cash equivalents	(0)	196,513	196,513		WATC	0.20%	On-going
Trust	Cash and cash equivalents	0	0	0	257,859	Westpac	0.00%	On-call
Reserves saving Account	Cash and cash equivalents	0	2,283	2,283		Westpac	0.00%	On-call
Term Deposit	Cash and cash equivalents	0	3,007,019	3,007,019		NAB	3.05%	01/2023
Term Deposit	Cash and cash equivalents	0	10,027,575	10,027,575		NAB	3.50%	03/2023
Term Deposit	Cash and cash equivalents	0	3,021,699	3,021,699		NAB	3.60%	04/2023
Term Deposit	Cash and cash equivalents	0	3,021,699	3,021,699		NAB	3.60%	04/2023
Term Deposit	Cash and cash equivalents	0	5,033,992	5,033,992		NAB	3.65%	04/2023
Term Deposit	Cash and cash equivalents	0	3,031,233	3,031,233		NAB	3.75%	05/2023
Term Deposit	Cash and cash equivalents	0	5,067,808	5,067,808		NAB	3.95%	06/2023
Term Deposit	Cash and cash equivalents	0	5,000,000	5,000,000		AMP	3.95%	06/2023
Term Deposit	Cash and cash equivalents	0	4,020,712	4,020,712		AMP	4.30%	06/2023
Total		45,896,911	47,387,669	93,284,580	257,859			
Comprising								
Cash and cash equivalents		45,896,911	47,387,669	93,284,580	257,859			
		45,896,911	47,387,669	93,284,580	257,859			

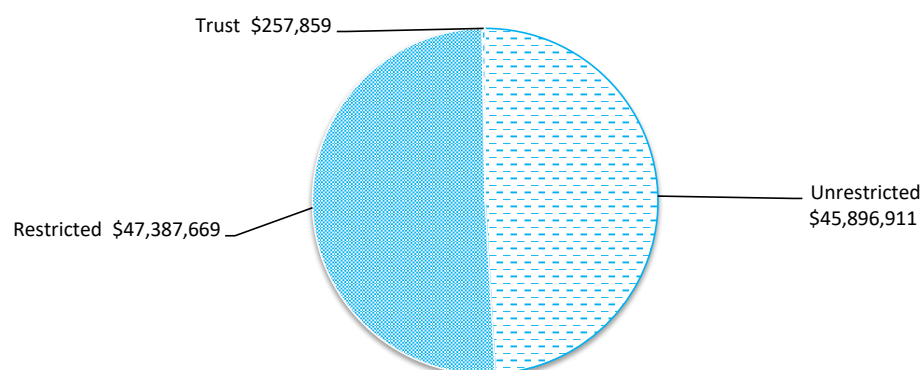
KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and 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. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

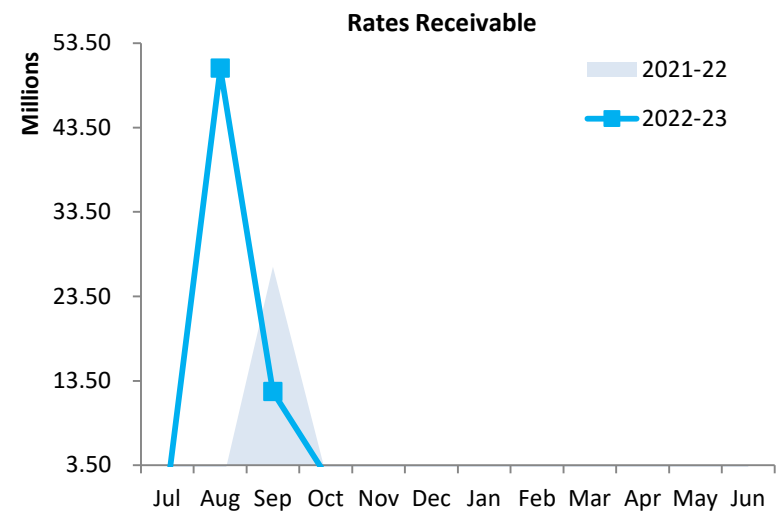
Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 June 2022	31 Jan 2023
	\$	\$
Opening arrears previous years	457,690	308,043
Levied this year	51,859,303	51,859,303
Less - collections to date	(51,685,272)	(50,903,675)
Gross rates collectable	631,721	1,263,671
Allowance for impairment of rates receivable	(323,678)	(323,678)
Net rates collectable	308,043	939,993
% Collected	98.8%	97.6%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(46,560)	530,209	428,750	1,595,172	928,566	3,436,137
Percentage	(1.4%)	15.4%	12.5%	46.4%	27%	
Balance per trial balance						
Sundry receivable						3,436,137
GST receivable						1,513,930
Total receivables general outstanding						4,950,067

Amounts shown above include GST (where applicable)

KEY INFORMATION

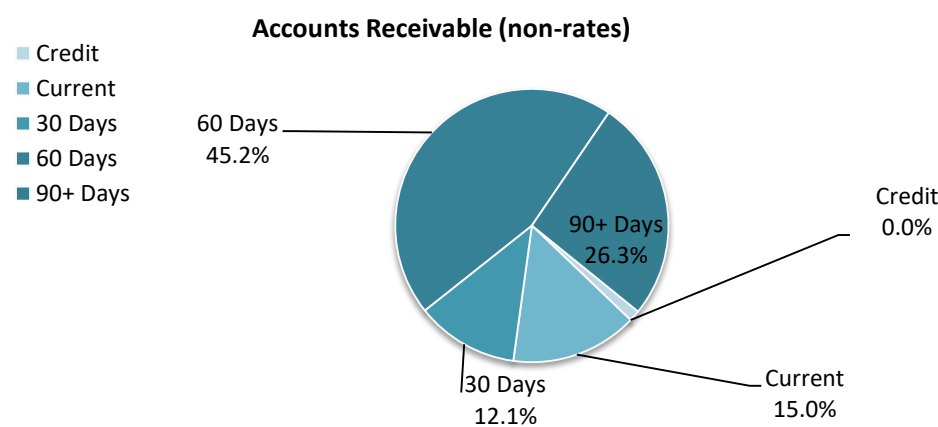
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS**

Other current assets	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 31 January 2023
	\$	\$	\$	\$
Inventory				
Fuel	56,718	645,877	(474,502)	228,093
Tom Price Tourist Bureau	82,293	0	0	82,293
Corporate Uniforms	2,913	0	0	2,913
Land held for resale				
Cost of acquisition	108,733			108,733
Other Assets				
Prepayments	15,145		(18,816)	(3,671)
Accrued income	365,784	0	(324,628)	41,156
Total other current assets	631,586	645,877	(817,946)	459,517
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

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 held for development and 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 completion of development.

Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

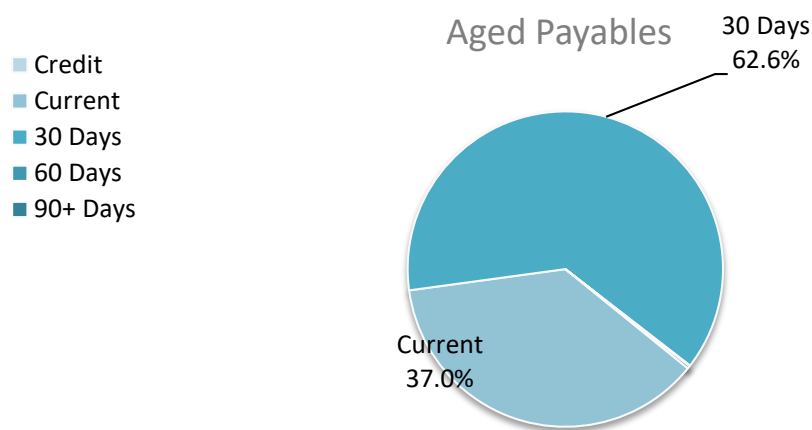
**OPERATING ACTIVITIES
NOTE 5
PAYABLES**

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	191,928	324,842	461	(1,338)	515,893
Percentage	0%	37.2%	63%	0.1%	-0.3%	
Balance per trial balance						
Sundry creditors						516,712
Accrued salaries and wages						528,521
ATO liabilities						1,041,486
Other payables						111,429
Accrued Interest On Loans						7,137
Accrued Expenses						489,186
Payroll Creditors						18,039
Bonds And Deposits Not Held In Trust						274,030
Prepaid Rates - Excess Rates						65,730
Total payables general outstanding						3,052,270

Amounts shown above include GST (where applicable)

KEY INFORMATION

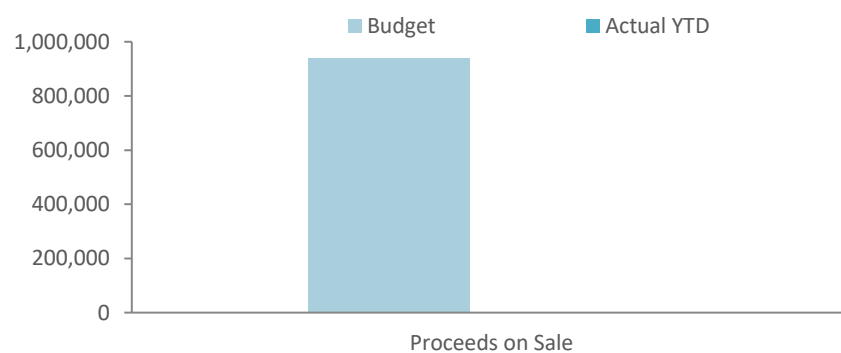
Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 6
DISPOSAL OF ASSETS**

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Law, order, public safety								
	Hilux 4x4 - AS9357	29,600	33,000	3,400	0			0	0
	Hilux 4x4 - AS9366	29,275	33,000	3,725	0			0	0
	Health								
	Hilux 4x4 - AS9370	29,795	35,000	5,205	0			0	0
	Housing								
	Isuzu Dmas - AS340	13,567	20,000	6,433	0			0	0
	Community amenities								
	Rubbish Compactor - 1EQM927	197,031	40,000	0	(157,031)			0	0
	Toyota Fortuner - AS9167	27,075	35,000	7,925	0			0	0
	Toyota Fortuner - AS9374	28,500	35,000	6,500	0			0	0
	Recreation and culture								
	Hilux W/Mate - AS9107	8,633	10,000	1,367	0			0	0
	Isuzu MUX - AS61	19,733	20,000	267	0			0	0
	Toyota Fortuner - AS32	28,500	35,000	6,500	0			0	0
	Transport								
	Hilux 4x4 - AS9162	19,733	28,000	8,267	0			0	0
	Hilux 4x4 - AS41	29,600	25,000	0	(4,600)			0	0
	HP 20 tonne Float - 1tgv196	12,125	10,000	0	(2,125)			0	0
	Isuzu Dmax - AS002	11,100	20,000	8,900	0			0	0
	Landcruiser - AS8718	52,725	60,000	7,275	0			0	0
	Landcruiser - AS9355	52,825	60,000	7,175	0			0	0
	Landcruiser - AS136	35,150	58,000	22,850	0			0	0
	Other property and services								
	Hiace Van - AS9124	15,417	25,000	9,583	0			0	0
	Hiace Van - AS9109	14,800	25,000	10,200	0			0	0
	Hilux 4x4 - AS9359	28,983	30,000	1,017	0			0	0
	Toyota Prado - 1004AS	49,126	58,000	8,874	0			0	0
	Toyota Fortuner - AS9163	27,075	35,000	7,925	0			0	0
	Toyota Fortuner - AS9358	31,350	35,000	3,650	0			0	0
	Toyota Prado - 1001AS	49,417	58,000	8,583	0			0	0
	Toyota Prado - 1002AS	49,890	58,000	8,110	0			0	0
	Toyota Prado - 1005AS	49,126	58,000	8,874	0			0	0
		940,151	939,000	162,605	(163,756)	0	0	0	0



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**INVESTING ACTIVITIES
NOTE 7
CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	325,000	0	0	0
Buildings - specialised	9,502,900	6,973,700	3,663,448	(3,310,252)
Furniture and equipment	387,000	127,000	68,344	(58,656)
Plant and Machinery	2,815,000	732,500	808,963	76,463
Infrastructure - roads	6,321,100	5,561,100	2,118,819	(3,442,281)
Infrastructure - Drainage	200,000	0	18,538	18,538
Infrastructure - Coastal Infrastructure	767,000	577,000	142,524	(434,476)
Infrastructure - Parks and Recreation	21,134,800	12,569,510	6,870,278	(5,699,232)
Infrastructure - Town Infrastructure	4,125,200	2,557,200	92,846	(2,464,354)
Infrastructure - General Waste	75,000	35,000	0	(35,000)
Infrastructure - Airport	1,904,000	0	196,985	196,985
Infrastructure - Regional Waste Facility	3,462,500	1,872,369	390,782	(1,481,587)
Payments for Capital Acquisitions	51,019,500	31,005,379	14,371,527	(16,633,852)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	16,221,500	16,076,500	0	(16,076,500)
Other (disposals & C/Fwd)	939,000	0	0	0
Cash backed reserves				
Reserve - Airport	(2,900,900)		0	0
Reserve - Infrastructure	(532,100)		0	0
Reserve - Future Projects	(5,987,500)		0	0
Reserve - Plant Replacement	(1,659,200)		0	0
Reserve - General Waste	(2,020,900)		0	0
Reserve - Covid-19 Relief And Stimulus	(183,900)		0	0
Contribution - operations	47,143,500	14,928,879	14,371,527	(557,352)
Capital funding total	51,019,500	31,005,379	14,371,527	(16,633,852)

SIGNIFICANT ACCOUNTING POLICIES

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

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

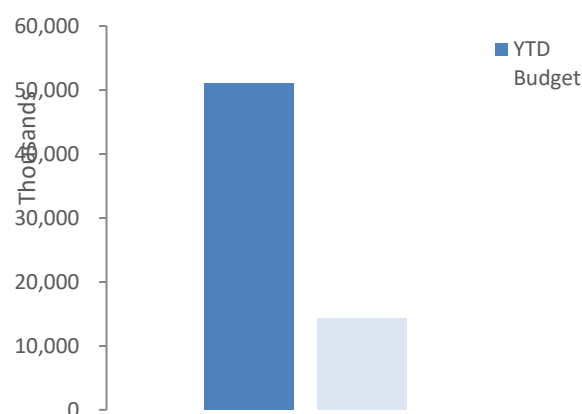
Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions

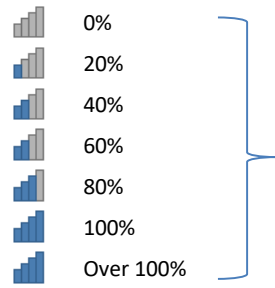


**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**INVESTING ACTIVITIES
NOTE 7
CAPITAL ACQUISITIONS (CONTINUED)**

Capital expenditure total

Level of completion indicators






Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Account Description	Adopted		YTD Actual	Variance (Under)/Over
	Budget	YTD Budget		
	\$	\$	\$	\$
Land				
X3234 27 Second Avenue, Onslow - Land	325,000	0	0	0
Land Total	325,000	0	0	0
Buildings				
X2321 Ashburton Hall Window Treatments Renewal	55,000	0	0	0
X2327 Sun Chalets Construction	1,737,200	50,000	250,843	200,843
X2328 Onslow Men's Shed Construction	800,000	0	0	0
X2329 Tom Price Childcare Construction	3,093,300	3,093,300	2,243,852	(849,448)
X2330 Tom Price Emergency Services Facility	2,762,400	3,275,400	1,138,320	(2,137,080)
X2290 Tom Price Depot Gate Automation	30,000	30,000	0	(30,000)
X0165 Tom Price Cat Impound Construction	0	0	18,740	18,740
X0177 Accommodation Strategy	1,000,000	500,000	11,692	(488,308)
X0180 Storage Container	25,000	25,000	0	(25,000)
X0522 Senior Citizen Unit 1 Renewal	0	0	(40,482)	(40,482)
X0523 Senior Citizen Unit 4 Renewal	0	0	40,482	40,482
Buildings Total	9,502,900	6,973,700	3,663,448	(3,310,252)
Furniture and Equipment				
X2909 Onslow Gymnasium Equipment Renewal	11,500	11,500	5,700	(5,800)
X2332 Vic Hayton Swimming Pool Cleaner	6,000	6,000	4,963	(1,037)
X2293 Pipe Inspection Camera	10,000	10,000	8,368	(1,632)
X0183 Office Furniture	50,000	0	0	0
X2853 Information and Communication Technology	300,000	90,000	41,280	(48,720)
X3225 Drones	9,500	9,500	8,033	(1,467)
Furniture and Equipment Total	387,000	127,000	68,344	(58,656)
Plant and Machinery				
X3059 20 Tonne Float - TGW196	90,000	0	86,691	86,691
X3065 4WD Dual Cab - AS9355	71,500	71,500	72,144	644
X3052 4WD Dual Cab Utility - AS9357	52,000	0	0	0
X3053 4WD Dual Cab Utility - AS9366	52,000	0	0	0
X3054 4WD Dual Cab Utility - AS9370	52,000	0	0	0
X3055 4WD Extra Cab Utility - AS41	60,000	0	0	0
X3056 4WD Extra Cab Utility - AS9359	52,000	0	0	0
X3066 4WD Single Cab - AS136	70,000	0	0	0
X3073 4WD Vehicle - 1001AS	62,500	0	0	0
X3074 4WD Vehicle - 1002AS	62,500	0	0	0
X3067 4WD Vehicle - 1004AS	62,500	0	0	0
X3075 4WD Vehicle - 1005AS	62,500	0	0	0
X3068 4WD Vehicle - AS32	48,000	0	47,400	47,400
X3062 4WD Vehicle - AS61	48,000	0	46,787	46,787
X3064 4WD Vehicle - AS8718	56,500	0	0	0
X3069 4WD Vehicle - AS9163	48,000	0	47,403	47,403
X3070 4WD Vehicle - AS9167	48,000	0	47,403	47,403
X3071 4WD Vehicle - AS9358	48,000	0	0	0

Account Description		Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	X3072 4WD Vehicle - AS9374	48,000	0	0	0
	X3057 Dual Cab Utility - AS9107	52,000	0	0	0
	X3061 Extra Cab Utility - AS002	41,000	0	0	0
	X3060 Extra Cab Utility - AS340	52,000	0	0	0
	X3050 Van - AS9109	40,000	0	39,428	39,428
	X3049 Van - AS9124	40,000	0	373	373
	X0744 Accommodation Unit / Service Trailer	186,000	186,000	4,393	(181,607)
	X3076 Auger - Earth Drill	15,000	0	0	0
	X3077 Auger - Mini Excavator	10,000	0	17,339	17,339
	X3048 Rear Loader Waste Compactor - PTR28	375,000	375,000	363,239	(11,761)
	X3063 Side Loader - 1GPU601	360,000	0	0	0
	X0174 Bedford Fire Truck Restoration	100,000	100,000	36,364	(63,636)
	X3078 Tractor With Reach Arm Deck	450,000	0	0	0
	Plant and Machinery Total	2,815,000	732,500	808,963	76,463
Roads					
	X3026 Ashburton Downs Road Resheet - 21.10 to 24.00	278,000	278,000	79,248	(198,753)
	X3027 Ashburton Downs Road Resheet - 24.00 to 29.00	730,000	730,000	1,131,306	401,306
	X3028 Ashburton Downs Road Resheet - 29.00 to 34.00	480,000	200,000	162,809	(37,191)
	X3029 Ashburton Downs Road Resheet - 34.00 to 39.00	480,000	0	79,221	79,221
	X3030 Ashburton Downs Road Resheet - 39.00 to 44.00	80,000	80,000	342,713	262,713
	X3031 Burt Close Reseal - 0.00 to 0.15	36,000	36,000	0	(36,000)
	X3032 Cedar Street Reseal - 0.00 to 0.45	129,800	129,800	0	(129,800)
	X3033 Cogelup Way Reseal - 0.00 to 0.49	140,800	140,800	0	(140,800)
	X3035 Hope Close Reseal - 0.00 to 0.21	50,000	50,000	0	(50,000)
	X3036 Marradong Place Reseal - 0.00 to 0.15	64,900	64,900	0	(64,900)
	X3037 Millstream - Pannawonica Road Resheet	800,000	800,000	12,524	(787,476)
	X0173 Mine Road Reconstruct and Reprofile	109,900	109,900	33,751	(76,149)
	X3038 Moonah Street Reseal - 0.00 to 0.19	55,000	55,000	0	(55,000)
	X0160 Nameless Valley Drive Road Works	309,500	309,500	39,414	(270,086)
	X3039 Pepper Street Reseal - 0.00 to 0.16	66,000	66,000	0	(66,000)
	X3040 Pine Street Reseal - 0.00 to 0.20	63,800	63,800	0	(63,800)
	X3041 Roebourne - Wittenoom Road Works	1,604,000	1,604,000	200,973	(1,403,027)
	X3042 Tanunda Street - 0.00 to 0.47	393,400	393,400	0	(393,400)
	X2982 Millstream - Pannawonica Road Reconstruction - 5.00 To 25.50	0	0	(3,140)	(3,140)
	X0614 Remote Road Condition Signage Upgrade	0	0	40,000	40,000
	X3224 Bindi Bindi Road Renewal	450,000	450,000	0	(450,000)
	Roads Total	6,321,100	5,561,100	2,118,819	(3,442,281)
Drainage					
	X3045 Millstream - Pannawonica Road	200,000	0	0	0
	X2990 Local Cattle Grids Renewal	0	0	18,538	18538.47
	Drainage Total	200,000	0	18,538	18,538
Coastal					
	X2342 ANZAC Park Seawall	477,000	477,000	141,657	(335,343)
	X2334 Seawall Extension	290,000	100,000	867	-99133.02
	Coastal Total	767,000	577,000	142,524	(434,476)
Parks and Recreation					
	X2890 Doug Talbot Park Softfall Renewal	70,000	0	0	0
	X2905 Four Mile Rest Area Decking Renewal	129,000	129,000	128,849	(151)
	X2322 Four Mile Rest Area Renewal	143,000	130,000	0	(130,000)
	X2892 Lions Park BBQ Renewal	36,000	0	26,892	26,892
	X2893 Minna Oval Bollards Renewal	250,000	100,000	0	(100,000)
	X2894 Minna Oval Irrigation Renewal	220,000	0	0	0
	X2323 Onslow Community Garden Renewal	50,000	50,000	12,453	(37,547)
	X2324 Paraburdoo Parks Softfall Renewal	150,000	0	0	0
	X2895 Tjiluna Oval Softball Netting Renewal	29,000	29,000	0	(29,000)
	X2891 Tom Price Irrigation Bore Renewal	50,000	0	0	0
	X2889 Clem Thompson Oval Equipment Gate	7,000	7,000	6,991	(9)
	X2325 Peter Sutherland Oval Rugby Goals	35,000	35,000	0	(35,000)

	Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	X2344 Foreshore Masterplan Works	431,900	287,932	17,050	(270,882)
	X2862 Paraburdoo Sports Court Cover	6,400,000	4,666,662	1,662,927	(3,003,735)
	X2347 Quentin Broad Swimming Pool Access Steps	20,000	20,000	0	(20,000)
	X2350 Tom Price Bicycle Track	1,578,500	1,578,500	1,167,486	(411,014)
	X2353 Tom Price Sports Court Cover	5,944,400	4,623,416	3,371,207	(1,252,209)
	X2331 Vic Hayton Swimming Pool Shed	65,000	65,000	14,091	(50,909)
	X2858 Onslow Water Spray Park Renewal	60,000	60,000	0	(60,000)
	X3046 ANZAC Park Foreshore	1,000,000	300,000	85,713	(214,287)
	X0157 Old Onslow Additional Road Signage	46,000	46,000	0	(46,000)
	X0159 Old Onslow Contingency Works	15,500	15,500	0	(15,500)
	X0164 Old Onslow Heritage Street Signs	13,000	13,000	474	(12,526)
	X0171 Old Onslow Information App	31,400	31,400	9,200	(22,200)
	X0186 Old Onslow Pedestrian and Parking Access	52,100	52,100	0	(52,100)
	X3047 Paraburdoo Cenotaph	430,000	0	27,989	27,989
	X3025 Onslow Basin Beautification ²	2,000,000	0	64,014	64,014
	X2292 Tom Price Skate Park Expansion ^{1 and 2}	868,000	150,000	47,042	(102,958)
	X3043 Barrarda Estate Irrigation Tanks	40,000	40,000	0	(40,000)
	X3023 Basin Beautification Discharge Pipe ²	350,000	0	5,881	5,881
	X3024 Basin Beautification Overflow Path ²	400,000	0	0	0
	X3044 Tom Price Water Tank Relining	80,000	0	13,250	13,250
	X2886 Tom Price Civic Centre Electrical	0	0	68,750	68,750
	X1323 Minna Oval Lighting Upgrade	0	0	9,159	9,159
	X2906 Foreshore Rest Area Gas Cooktops	0	0	7,342	7,342
	X0762 Tom Price Information Bay	0	0	7,195	7,195
	X2295 Paraburdoo Ovals Revitalisation	70,000	70,000	50,536	(19,464)
	X2298 Tom Price Ovals Revitalisation	70,000	70,000	65,786	(4,214)
	Parks and Recreation Total	21,134,800	12,569,510	6,870,278	(5,699,232)
Town Infrastructure					
	X2326 Onslow Cartoon Tank Works	10,000	0	2,559	2,559
	X0996 Onslow Cartoon Tank Works	40,000	0	500	500
	X2333 Ocean View Caravan Park Stage 2 ¹	532,200	532,200	1,300	(530,900)
	X2336 Paraburdoo Tourist Bay Sculpture ¹	138,000	0	0	0
	X2339 Ocean View Caravan Park - Stage 3	3,260,000	2,000,000	88,487	(1,911,513)
	X3226 Digital Signs	25,000	25,000	0	(25,000)
	X3236 Onslow Dump, Onslow	120,000	0	0	0
	Town Infrastructure Total	4,125,200	2,557,200	92,846	(2,464,354)
General Waste					
	X0176 Paraburdoo Alternative Daily Cover	75,000	35,000	0	
	General Waste Total	75,000	35,000	0	
Airport					
	X2315 Hangar Ablution Block Restoration	25,000	0	0	0
	X2316 Outdoor Shade Replacement	14,000	0	3,294	3,294
	X2317 Terminal Lighting Renewal	7,000	0	0	0
	X2831 CCTV Camera Expansion	23,000	0	15,794	15,794
	X2318 Airport Secure Car Park	270,000	0	0	0
	X2827 Airside Civil Works	390,000	0	2,090	2,090
	X2828 Aviation Area Development	363,300	0	0	0
	X2319 Hangar Car Park Construction	110,000	0	10,859	10,859
	X2826 Mixed Business Land Development	61,500	0	6,100	6,100
	X2837 Promotional Televisions	7,500	0	3,579	3,579
	X2829 Rotary Wing Base	110,700	0	154,125	154,125
	X2836 Water Softener	0	0	(807)	(807)
	X2320 Taxiway Echo Construction	522,000	0	1,950	1,950
	Airport Total	1,904,000	0	196,985	196,985
Regional Waste Facility					
	X0182 Regional Waste Facility Construction	3,247,000	1,656,869	237,070	(1,419,799)
	X0185 Waste Site CCTV System	215,500	215,500	109,383	(106,117)
	X0179 Liquid Waste Facility	0	0	44,328	44,328

	Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	Regional Waste Facility Total	3,462,500	1,872,369	390,782	(1,481,587)
	Total	51,019,500	31,005,379	14,371,527	(16,598,852)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**FINANCING ACTIVITIES
NOTE 8
BORROWINGS**

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Housing										
Staff Housing	117	80,060		0	(39,481)	(80,058)	40,579	2	(2,182)	(3,300)
Community amenities										
Onslow Transfer Station	122	1,064,620		0	(170,727)	(344,083)	893,893	720,537	(16,395)	(30,200)
Transport										
Airport Upgrade	119	93,428		0	(10,399)	(21,129)	83,029	72,299	(2,960)	(5,600)
Other property and services										
Onslow Administration Centre	124	555,130		0	(23,600)	(47,591)	531,530	507,539	(9,171)	(19,000)
Total		1,793,238	0	0	(244,208)	(492,861)	1,549,030	1,300,377	(30,707)	(58,100)
Current borrowings		492,861					248,654			
Non-current borrowings		1,300,377					1,300,376			
		1,793,238					1,549,030			

All debenture repayments were financed by general purpose revenue.

The Shire has no unspent debenture funds as at 30th June 2022, nor is it expected to have unspent funds as at 30th June 2023.

KEY INFORMATION

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 until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 10
RESERVE ACCOUNTS**

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council									
Reserve - Airport	9,816,642	294,000	44,344	294,000	0	(2,900,900)	0	7,503,742	9,860,986
Reserve - Infrastructure	535,492	16,000	2,419	16,000	0	(532,100)	0	35,392	537,911
Reserve - Financial Risk	5,550,885	166,000	25,075	166,000	0	0	0	5,882,885	5,575,960
Reserve - Future Projects	16,486,674	494,000	74,475	3,936,928	0	(5,987,500)	0	14,930,102	16,561,149
Reserve - Joint Venture Housing	5,070	0	23	0	0	0	0	5,070	5,093
Reserve - Onslow Community Infrastruc	199,126	5,000	0	5,000	0	0	0	209,126	199,126
Reserve - Plant Replacement	1,330,733	39,000	6,011	887,000	0	(1,659,200)	0	597,533	1,336,744
Reserve - Property Development	3,009,244	90,000	13,594	90,000	0	0	0	3,189,244	3,022,838
Reserve - Tom Price Administration Fac	7,683,072	230,000	34,706	230,000	0	0	0	8,143,072	7,717,778
Reserve - General Waste	1,995,292	59,000	9,013	159,000	0	(2,020,900)	0	192,392	2,004,305
Reserve - Covid-19 Relief And Stimulus	367,534	11,000	1,660	11,000	0	(183,900)	0	205,634	369,194
Reserve - Regional Waste Facility	0	0	0	0	0	0	0	0	0
	46,979,836	1,404,000	211,320	5,794,928	0	(13,284,500)	0	40,894,264	47,191,156

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**OPERATING ACTIVITIES
NOTE 11
OTHER CURRENT LIABILITIES**

	Note	Opening Balance 1 July 2022	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 January 2023
		\$		\$	\$	\$
Other current liabilities						
Other liabilities						
- Contract liabilities		212,799	0	0		212,799
- Capital grant/contribution liabilities		11,456,557	0	0	0	11,456,557
- Income Received In Advance		9,643	0	16,737		26,380
- Other Liability - Trust		631	0	36,370	(1,416)	35,585
Total other liabilities		11,679,630	0	53,107	(1,416)	11,731,321
Employee Related Provisions						
Annual leave		1,038,598	0			1,038,598
Long service leave		778,091	0		14,962	793,053
Total Employee Related Provisions		1,816,689	0	0	14,962	1,831,651
Total other current assets		13,496,319	0	53,107	13,546	13,562,972
Amounts shown above include GST (where applicable)						

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 12 and 13

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and 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.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**NOTE 14
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 31 Jan 2023
	\$	\$	\$	\$
Public open Spaces	236,555			236,555
Retention Funds	15,188			15,188
	251,743	0	0	251,743

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2023**

**NOTE 15
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
	\$	%				
Opening funding surplus / (deficit)	(1,997,502)	(17.42%) ▼			EOY Adjustment	Increase in accrued expense and other EOY adjustments
Revenue from operating activities						
Operating grants, subsidies and contributions	(836,386)	(15.33%) ▼	Increase in Inspire funding received		Nil Flood damage reimbursement received to date	
Interest earnings	(587,137)	(67.11%) ▼			Timing of other funding Timing of Term Deposits maturing and processing	
Other revenue	449,293	237.09% ▲	Increase in insurance claim income Various budget profile variance Incorrect N&T on Flood Damage funding		Nil Flood Damage income received to date Various budget profile variance	
Expenditure from operating activities						
Employee costs	3,325,175	23.32% ▲	Reduction in Employee costs due to vacancies			
			Reduction in Various YTD v's Budget - possible timing issue. Admin Allocations pending Significant Items - Tourism initiatives \$832K Airport Operations \$206K Sporting facilities - \$493K Regional Roads \$1.4M Flood Damage Repairs \$1.7M			
Materials and contracts	11,005,050	57.54% ▲	Regional Waste Facility \$1.6M Waste Facilities \$8209K Community Initiatives \$197K Events and Festivals \$100K Infrastructure Consultancy \$451K OD Consultancy \$214K Projects consultancy \$442K People & Place consultancy \$412K			
Depreciation on non-current assets	8,226,596	100.00% ▲	Monthly Depn pending			
Other expenditure	(129,592)	(17.13%) ▼			Incorrect Nature & Type used, Mostly Materials and Contracts	
Non-cash amounts excluded from operating activities	(8,226,596)	(100.00%) ▼	Monthly Depn pending			
Investing activities						
Proceeds from non-operating grants, subsidies and contributions	(13,818,526)	(85.95%) ▼			Timing of receipt of funding for - - TP Courts Cover - Roads to recovery - LRCIP Funding Refer to Note 7 Capital Acquisition	
Payments for property, plant and equipment and infrastr	16,633,852	53.65% ▲	Budget profile timing			
Financing activities						
Transfer from reserves	(343,000)	(100.00%) ▼			Budget profile timing	
Transfer to reserves	679,312	145.15% ▲			Timing of Term Deposits maturing and processing	
Closing funding surplus / (deficit)	14,119,993	(59.31%) ▲	Budget profile timing EOY Adjustments			



Agenda Item 12.2 - Attachment 1

Schedule of Accounts Paid - January 2023

Shire of Ashburton

CEO's Delegated Payment List - Regulation 13(1) Local Government (Financial Management) Regulation 1996

List of Payments - Payment Detail for Month of January 2023

Pursuant to the regulation:

If the local government has delegated to the CEO its power to make payment from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared -

- (a) the payee's name; and
- (b) the amount of the payment; and
- (c) the date of the payment; and
- (d) sufficient information to identify the transaction.

Description	Amount
<u>Municipal Fund</u>	
EFT	\$ 4,235,221.71
Superannuation / Payroll (DD)	\$ 294,735.10
Cheque	\$
Credit Cards	\$ 1,952.82
Bank Fees and Charges	\$ 1,688.25
Grand Total	\$ 4,533,597.88

Reference Number	Date	Name	Description	Invoice Amount	
Municipal Payments					
EFT63999	12/01/2023	3E ADVANTAGE PTY LTD	Payment		\$6,464.85
INV-81990-F1P4K3	09/01/2023	3E ADVANTAGE PTY LTD	Printer lease printing costs December 2022	6464.85	
		3E ADVANTAGE PTY LTD Total		6464.85	\$6,464.85
EFT64000	12/01/2023	A + M MEDICAL SERVICES	Payment		\$884.24
00009705	24/11/2022	A + M MEDICAL SERVICES	Annual service to Oxygen equipment Paraburdoo Swimming Pool	589.49	
00009707	15/12/2022	A + M MEDICAL SERVICES	Provide annual service of First Aid equipment Onslow Aquatic Centre	294.75	
		A + M MEDICAL SERVICES Total		884.24	\$884.24
EFT64001	12/01/2023	A4 PROJECTS	Payment		\$38,291.93
2129-23	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Capex Planning Dec 2022	7687.08	
2016-23	31/12/2022	A4 PROJECTS	Project Management Consultancy Services -Onslow Sun Chalets Dec 2022	2216.50	
2027-22	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - TP Multipurpose Courts redevelopment Dec 2022	7402.27	
2241-03	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Onslow staff housing Dec 2022	1108.80	
2132-17	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Para Multipurpose Court redevelopment Dec 2022	4560.88	
2133-19	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Ocean View CP Phase 3 Dec 2022	4897.20	
2242-04	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Onslow dredge soil disposal Dec 2022	462.00	
2240-05	31/12/2022	A4 PROJECTS	Project Management Consultancy Services - Onslow town revitalisation Dec 2022	1201.20	
2016-24	11/01/2023	A4 PROJECTS	Project Management Consultancy Services - Onslow Sun Chalets - December 2022	1364.00	
2129-24	11/01/2023	A4 PROJECTS	Project Management Consultancy Services Capex Planning for 22/23 - December 2022	7392.00	
		A4 PROJECTS Total		38291.93	\$38,291.93
EFT64002	12/01/2023	AARO GROUP PTY LTD	Payment		\$6,392.22
AGO1363	15/11/2022	AARO GROUP PTY LTD	Stormwater drainage pipeline structural renewal works - Claim 5 Final retention	6392.22	
		AARO GROUP PTY LTD Total		6392.22	\$6,392.22
EFT64003	12/01/2023	ABCO PRODUCTS	Payment		\$2,102.43
INV838576	23/11/2022	ABCO PRODUCTS	Gel knee pad and delivery for Ocean View caravan park	385.53	
INV839431	29/11/2022	ABCO PRODUCTS	Glo mesh black wet stripping pads for Ocean View caravan park	570.20	
INV841252	07/12/2022	ABCO PRODUCTS	Cleaning products for Tom Price properties	265.12	
INV844264	21/12/2022	ABCO PRODUCTS	Repairs to I-Mop XL for Onslow Airport	881.58	
		ABCO PRODUCTS Total		2102.43	\$2,102.43
EFT64004	12/01/2023	ALANA SULLIVAN	Payment		\$243.11
CRTRAVEL20221213	13/12/2022	ALANA SULLIVAN	Travel expenses for Chevron dinner 12/12/2022 and OMC Tom price 13/12/2022	243.11	
		ALANA SULLIVAN Total		243.11	\$243.11
EFT64005	12/01/2023	ALL CLASS CARAVAN HIRE	Payment		\$887.50
00000013	09/12/2022	ALL CLASS CARAVAN HIRE	Pick up of hired caravan 15/12/2022 and bond credit	887.50	
		ALL CLASS CARAVAN HIRE Total		887.50	\$887.50
EFT64006	12/01/2023	ALL YOU NEED RESOURCES	Payment		\$1,994.63
00005262	08/12/2022	ALL YOU NEED RESOURCES	Installation of murals at the Pannawonica Primary School for 50 year celebration	1994.63	
		ALL YOU NEED RESOURCES Total		1994.63	\$1,994.63
EFT64007	12/01/2023	ALLPEST WA (ROL-WA PTY LTD T/A)	Payment		\$295.00
468071	09/01/2023	ALLPEST WA (ROL-WA PTY LTD T/A)	General pest treatment at 1166 Tarwonga Circuit, Tom Price	295.00	
		ALLPEST WA (ROL-WA PTY LTD T/A) Total		295.00	\$295.00
EFT64008	12/01/2023	AMEK ENGINEERING PTY LTD	Payment		\$912.62
72235	15/12/2022	AMEK ENGINEERING PTY LTD	Provide dishwasher repairs Paraburdoo Community Hub kitchen	912.62	
		AMEK ENGINEERING PTY LTD Total		912.62	\$912.62
EFT64009	12/01/2023	AMPOL AUSTRALIA PETROLEUM	Payment		\$3,093.64
0302088292	31/12/2022	AMPOL AUSTRALIA PETROLEUM	Fuel usage for the period - 01/12/2022 to 31/12/2022	3093.64	
		AMPOL AUSTRALIA PETROLEUM Total		3093.64	\$3,093.64
EFT64010	12/01/2023	AERODROME MANAGEMENT SERVICES	Payment		\$35,458.19
AMSINV-08290	03/01/2023	AERODROME MANAGEMENT SERVICES	Onslow Airport passenger and baggage screening services 01/12/2022 - 31/12/2022	35458.19	
		AERODROME MANAGEMENT SERVICES Total		35458.19	\$35,458.19
EFT64011	12/01/2023	ARMADALE MOWER WORLD	Payment		\$540.00
58440#4	12/08/2022	ARMADALE MOWER WORLD	10x Head Supercut for Paraburdoo Town Maintenance	540.00	

Reference Number	Date	Name	Description	Invoice Amount	
		ARMADALE MOWER WORLD Total		540.00	\$540.00
EFT64012	12/01/2023	ASHURST AUSTRALIA	Payment		\$12,155.00
240012185	20/12/2022	ASHURST AUSTRALIA	Provide legal advice on Waste Service Contract	12155.00	
		ASHURST AUSTRALIA Total		12155.00	\$12,155.00
EFT64013	12/01/2023	ASK WASTE MANAGEMENT	Payment		\$8,888.00
908	27/12/2022	ASK WASTE MANAGEMENT	Groundwater sampling, analysis and reporting at Tom Price Waste Disposal site.	8888.00	
		ASK WASTE MANAGEMENT Total		8888.00	\$8,888.00
EFT64014	12/01/2023	AURORA ENVIRONMENTAL	Payment		\$84,314.45
07253	08/12/2022	AURORA ENVIRONMENTAL	Consulting services for November 2022 - Environmental works package Class IV and Town tanks	84314.45	
		AURORA ENVIRONMENTAL Total		84314.45	\$84,314.45
EFT64015	12/01/2023	AUS PROJECTS WA PTY LTD	Payment		\$4,858.22
300640	15/12/2022	AUS PROJECTS WA PTY LTD	Supply and install waterproof sheeting and access door at Ashburton hall Paraburdoo	4858.22	
		AUS PROJECTS WA PTY LTD Total		4858.22	\$4,858.22
EFT64016	12/01/2023	AUSTRALIA DAY COUNCIL OF WA	Payment		\$75.00
INV-1394	03/01/2023	AUSTRALIA DAY COUNCIL OF WA	6x Citizen of the Year award medals	75.00	
		AUSTRALIA DAY COUNCIL OF WA Total		75.00	\$75.00
EFT64017	12/01/2023	AUSTRALIA POST	Payment		\$274.58
1012095675	03/01/2023	AUSTRALIA POST	Postal charges for period ending 31/12/2022	274.58	
		AUSTRALIA POST Total		274.58	\$274.58
EFT64018	12/01/2023	AUSTRALIAN 4WD & ADVENTURES	Payment		\$44,000.00
02022446	08/12/2022	AUSTRALIAN 4WD & ADVENTURES	Exposure for the Shire of Ashburton on the 4WD Adventure Show 2 episodes	44000.00	
		AUSTRALIAN 4WD & ADVENTURE Total		44000.00	\$44,000.00
EFT64019	12/01/2023	AUSTWIDE CONSUMER PRODUCTS	Payment		\$1,121.16
405441	12/12/2022	AUSTWIDE CONSUMER PRODUCTS	Prizes for Onslow Australia Day celebrations 2023	1121.16	
		AUSTWIDE CONSUMER PRODUCTS Total		1121.16	\$1,121.16
EFT64020	12/01/2023	AV TRUCK SERVICES PTY LTD	Payment		\$44.89
787433	08/12/2022	AV TRUCK SERVICES PTY LTD	Intake clamps for Iveco Acco 4x2 Side Loading Refuse Truck (1GPU601)	44.89	
		AV TRUCK SERVICES PTY LTD Total		44.89	\$44.89
EFT64021	12/01/2023	BENARA NURSERIES	Payment		\$2,053.04
410956	16/12/2022	BENARA NURSERIES	Various plants for Greening Ashburton program	1483.24	
410957	16/12/2022	BENARA NURSERIES	River stones for Greening Ashburton program	569.80	
		BENARA NURSERIES Total		2053.04	\$2,053.04
EFT64022	12/01/2023	BENNCO GROUP	Payment		\$14,994.83
INV-7410	29/11/2022	BENNCO GROUP	Repair leaking shower taps and Hot water unit at 516 Lockver Ave. Paraburdoo	662.20	
INV-7450	30/11/2022	BENNCO GROUP	Repairs to Peter Sutherland Oval lighting Paraburdoo	14332.63	
		BENNCO GROUP Total		14994.83	\$14,994.83
EFT64023	12/01/2023	BLACKWOODS PTY LTD	Payment		\$3,748.41
SI03338809	01/12/2022	BLACKWOODS PTY LTD	Supply Sqwinchers Frozen Icy Poles for Paraburdoo Town Maintenance	113.39	
SI03350261	03/12/2022	BLACKWOODS PTY LTD	Supply SPF50 lip balm for Tom Price PPE room	45.04	
SI03431375	13/12/2022	BLACKWOODS PTY LTD	Supply safety boots for employee #2018	168.81	
SI03430668	13/12/2022	BLACKWOODS PTY LTD	Supply clear safety glasses for Paraburdoo Town Maintenance	39.25	
SI03435733	14/12/2022	BLACKWOODS PTY LTD	120x cans white line marking paint for Shire ovals	1822.66	
SI03464743	16/12/2022	BLACKWOODS PTY LTD	Supply safety boots and work pants for Shire Employee's	927.76	
SI03510707	23/12/2022	BLACKWOODS PTY LTD	Uniforms and Protective Items for Tom price staff	324.70	
SI03539109	30/12/2022	BLACKWOODS PTY LTD	Uniforms and Protective Items for Tom Price staff	41.47	
SI03562970	05/01/2023	BLACKWOODS PTY LTD	Uniforms and protective items for Tom Price staff	265.33	
		BLACKWOODS PTY LTD Total		3748.41	\$3,748.41
EFT64024	12/01/2023	BONANZA FLYING PTY LTD	Payment		\$622.86
0032	19/12/2022	BONANZA FLYING PTY LTD	Specialised consultancy services to negotiate additional air services into Onslow	622.86	
		BONANZA FLYING PTY LTD Total		622.86	\$622.86
EFT64025	12/01/2023	BROOKS HIRE SERVICE PTY LTD	Payment		\$7,268.94
219938	15/12/2022	BROOKS HIRE SERVICE PTY LTD	Provide hire of vibrating roller padfoot drum for Ashburton Downs Road works 01-13/12/2022	2981.79	
219939	15/12/2022	BROOKS HIRE SERVICE PTY LTD	Provide hire of vibrating roller padfoot drum for Ashburton Downs Road works 10-13/12/2022	1949.65	

Reference Number	Date	Name	Description	Invoice Amount	
220810	16/12/2022	BROOKS HIRE SERVICE PTY LTD	Demobilisation of two vibrating roller padfoot drum's from Ashburton Downs Road	2337.50	
		BROOKS HIRE SERVICE PTY LTD Total		7268.94	\$7,268.94
EFT64026	12/01/2023	BSM CONSULTING PTY LTD	Payment		\$1,045.00
220166	20/12/2022	BSM CONSULTING PTY LTD	Surveying services for the rectification works of the Onslow Skate Park	1045.00	
		BSM CONSULTING PTY LTD Total		1045.00	\$1,045.00
EFT64027	12/01/2023	BUILDING CONSTRUCTION INDUSTRY	Payment		\$6,601.11
T1	09/01/2023	BUILDING CONSTRUCTION INDUSTRY	CITF Levy collected for December 2022	6601.11	
		BUILDING CONSTRUCTION INDUSTRY Total		6601.11	\$6,601.11
EFT64028	12/01/2023	BURGESS AND SONS CONSULTING	Payment		\$2,520.00
720	20/12/2022	BURGESS AND SONS CONSULTING	Workplace investigation consultancy services	2520.00	
		BURGESS AND SONS CONSULTING Total		2520.00	\$2,520.00
EFT64029	12/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Payment		\$189,049.64
2336	05/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Urgent repairs to ongoing water leaks at Nature Park Playground	6116.00	
2414	12/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Tom Price Mall and Civic Centre electrical upgrades	176112.26	
2570	19/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Supply and install new solenoid valve and alter pipework - Paraburdoo public toilets	684.48	
2566	19/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Rectify copper pipe water leak 565 Brockman Avenue Paraburdoo	786.50	
2555	19/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Callout and labour to repair loose socket outlet at Paraburdoo library	168.30	
2589	11/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Repair leaking toilet at Clem Thompson Oval - Pavilion	1595.00	
2590	11/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Replace light and wall switch at 653 Kiah St , Tom Price	633.60	
2592	11/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Replace damaged water chiller supply cable at Tom Price Skate Park	2953.50	
		BYBLOS CONSTRUCTIONS-TOM PRICE Total		189049.64	\$189,049.64
EFT64030	12/01/2023	C MUNRO CONTRACTORS	Payment		\$10,560.14
133930	28/11/2022	C MUNRO CONTRACTORS	Supply of parts and labour to repair retic system at 325 Third Ave, Onslow	341.55	
133940	28/11/2022	C MUNRO CONTRACTORS	Investigate and rectify non working hot water system at the V Swans powerhouse	107.25	
133999	29/11/2022	C MUNRO CONTRACTORS	Supply labour to move furniture from Unit 1 to Unit 3 / 5 Anketell Court, Onslow	325.00	
134003	29/11/2022	C MUNRO CONTRACTORS	Exchange of empty gas cylinders at OVCP and Sun Chalets	110.00	
134028	13/12/2022	C MUNRO CONTRACTORS	Adjust tension on shade sail at Hangar Offices Onslow Airport	222.95	
134103	14/12/2022	C MUNRO CONTRACTORS	Provide plumbing repairs to 8C Anketell Court Onslow	261.36	
134108	14/12/2022	C MUNRO CONTRACTORS	Provide plumbing repairs 7 Anketell Court Onslow	191.46	
134088	14/12/2022	C MUNRO CONTRACTORS	Provide plumbing repairs and check gas connection Carinya Unit 4 Onslow	218.76	
134098	14/12/2022	C MUNRO CONTRACTORS	Provide plumbing investigation to hot water issues 20 Third Avenue Onslow	71.50	
134080	14/12/2022	C MUNRO CONTRACTORS	Onslow Airport WWTU service calls for November 2022	679.25	
134111	14/12/2022	C MUNRO CONTRACTORS	Materials and labour for connection of washing machine in GA Hanger Onslow Airport	830.50	
134117	15/12/2022	C MUNRO CONTRACTORS	Provide installation of retic 3/5 Anketell Court Onslow	426.80	
134116	15/12/2022	C MUNRO CONTRACTORS	Provide plumbing works to run water to existing RPZ 7 Anketell Court Onslow	413.60	
134132	15/12/2022	C MUNRO CONTRACTORS	Investigate low water pressure at Units 3 & 4/7 Anketell Crt Onslow	143.00	
134157	16/12/2022	C MUNRO CONTRACTORS	Pump and dump Back Beach toilets septic holding tank 16/12/2022	665.88	
134161	19/12/2022	C MUNRO CONTRACTORS	Excavate grave and insert shoring box at Onslow cemetery 16/12/2022	726.00	
134190	20/12/2022	C MUNRO CONTRACTORS	Repair reticulation leaks at 325 Third Ave, Onslow	968.18	
134185	20/12/2022	C MUNRO CONTRACTORS	Replace leaking water line and re run to Unit 5/07 Anketell Crt, Onslow	3697.10	
134200	22/12/2022	C MUNRO CONTRACTORS	Exchange 4 gas bottles at Four Mile Creek rest area	160.00	
		C MUNRO CONTRACTORS Total		10560.14	\$10,560.14
EFT64031	12/01/2023	CALLY GALLIERS	Payment		\$216.72
EXPENSE20221215	15/12/2022	CALLY GALLIERS	Reimbursement of expenses for Exmouth team building trip 18 - 20/11/2022	216.72	
		CALLY GALLIERS Total		216.72	\$216.72
EFT64032	12/01/2023	CARROLL/RICHARDSON FLAGWORLD	Payment		\$83.50
124074	09/12/2022	CARROLL/RICHARDSON FLAGWORLD	PLB2 Aboriginal plastic bunting for Australia Day in Tom Price	83.50	
		CARROLL/RICHARDSON FLAGWORLD Total		83.50	\$83.50
EFT64033	12/01/2023	CASEY MELISSA HEPTON	Payment		\$250.00
20221130-PO73868	30/11/2022	CASEY MELISSA HEPTON	Pannawonica 50 years floral display and decoration support	250.00	
		CASEY MELISSA HEPTON Total		250.00	\$250.00
EFT64034	12/01/2023	CASTLEDINE GREGORY	Payment		\$22,301.40
00005659	03/01/2023	CASTLEDINE GREGORY	Provide legal services in respect of matter 0162-0039 for period 03/11/2022 - 20/12/2022	272.80	

Reference Number	Date	Name	Description	Invoice Amount	
00005660	03/01/2023	CASTLEDINE GREGORY	Provide legal services in respect of matter 0162-0042 for period 01/12/2022 - 22/12/2022	2580.60	
00005661	05/01/2023	CASTLEDINE GREGORY	Provide legal services in respect of matter 0162-0040 for period 01/12/2022 - 22/12/2022	19448.00	
		CASTLEDINE GREGORY Total		22301.40	\$22,301.40
EFT64035	12/01/2023	CENTURION TRANSPORT CO PTY LTD	Payment		\$937.32
5I0498282	18/12/2022	CENTURION TRANSPORT CO PTY LTD	Freight charges Perth - Tom Price	937.32	
		CENTURION TRANSPORT CO PTY LTD Total		937.32	\$937.32
EFT64036	12/01/2023	CITY OF KARRATHA	Payment		\$1,122.00
133940	04/01/2023	CITY OF KARRATHA	Building certification services for period 05/12/2022 - 23/12/2022	1122.00	
		CITY OF KARRATHA Total		1122.00	\$1,122.00
EFT64037	12/01/2023	CLEVERPATCH PTY LTD	Payment		\$357.36
474627	14/12/2022	CLEVERPATCH PTY LTD	40x Mosaic glue bottles for School holiday program Tom Price	357.36	
		CLEVERPATCH PTY LTD Total		357.36	\$357.36
EFT64038	12/01/2023	COCA-COLA AMATIL (AUST) PTY LTD	Payment		\$733.46
230253837	29/12/2022	COCA-COLA AMATIL (AUST) PTY LTD	Assort drinks for on sale at Onslow Airport kiosk	733.46	
		COCA-COLA AMATIL (AUST) PTY LTD Total		733.46	\$733.46
EFT64039	12/01/2023	COMPU-STOR	Payment		\$202.40
295706	31/12/2022	COMPU-STOR	Provide off-site storage January 2023 and payment of services December 2022	202.40	
		COMPU-STOR Total		202.40	\$202.40
EFT64040	12/01/2023	CONVIC PTY LTD	Payment		\$32,166.20
INV-1653	30/11/2022	CONVIC PTY LTD	Design & Construction of Skate Bowl Tom Price, Phase, 2 Progress claim 2	14333.00	
INV-1665	19/12/2022	CONVIC PTY LTD	Design & Construction of Skate Bowl Tom Price, Phase, 2 Progress claim 3	17833.20	
		CONVIC PTY LTD Total		32166.20	\$32,166.20
EFT64041	12/01/2023	CORPORATE TRAVEL MANAGEMENT	Payment		\$2,607.83
I.0016065072	15/12/2022	CORPORATE TRAVEL MANAGEMENT	Booking #B11445858 Accommodation for Cr White 11/10/2022 - 15/10/2022	151.02	
I.0016063185	15/12/2022	CORPORATE TRAVEL MANAGEMENT	Booking #B11823480 Flights (Para-Perth-Para) for Finance contractor 23/12/2022 - 29/12/2022	1277.94	
I.0016130044	06/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11864558 Flight (Perth-Para) for New finance officer 20/01/2023	410.76	
I.0016129049	06/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11863859 Flights (Sydney-Perth-Para) for Internal auditor 14/02/2023	768.11	
		CORPORATE TRAVEL MANAGEMENT Total		2607.83	\$2,607.83
EFT64042	12/01/2023	DAMIAN BARR (BASKETBALL WA)	Payment		\$300.77
EXPENSE20221213	13/12/2022	DAMIAN BARR (BASKETBALL WA)	Travel expenses to Tom Price and Paraburdoo to run basketball coaching courses	300.77	
		DAMIAN BARR (BASKETBALL WA) Total		300.77	\$300.77
EFT64043	12/01/2023	DATAKOM SYSTEMS (AU) PTY LTD	Payment		\$8,050.61
INV1309801	26/12/2022	DATAKOM SYSTEMS (AU) PTY LTD	Microsoft 365 fees for 03/12/2022 - 02/01/2023	8050.61	
		DATAKOM SYSTEMS (AU) PTY LTD Total		8050.61	\$8,050.61
EFT64044	12/01/2023	DAVID GRAY & COMPANY	Payment		\$630.45
I613326	12/12/2022	DAVID GRAY & COMPANY	10 VectoBac 18kg bags of Aqua-k-otariine for Mosquito control	630.45	
		DAVID GRAY & COMPANY Total		630.45	\$630.45
EFT64045	12/01/2023	DEPT MINES, INDUSTRY REG'S & SAFETY	Payment		\$14,734.50
T2	09/01/2023	DEPT MINES, INDUSTRY REG'S & SAFETY	BRB Levy collected on approved applications December 2022	14734.50	
		DEPT MINES, INDUSTRY REG'S & SAFETY		14734.50	\$14,734.50
EFT64046	12/01/2023	DEPT WATER AND ENVIRO REGULATION	Payment		\$29,763.25
WL9304/2023-	05/01/2023	DEPT WATER AND ENVIRO REGULATION	Annual licence fee for Pilbara Waste management facility # L9304/2021/1	28894.25	
W/2023ANNUALFEE	10/01/2023	DEPT WATER AND ENVIRO REGULATION	Annual licence fee for Onslow Waste Transfer Station # L8872/2014/1	869.00	
		DEPT WATER AND ENVIRO REGULATION		29763.25	\$29,763.25
EFT64047	12/01/2023	DICE SOLUTIONS	Payment		\$3,108.26
18264	13/12/2022	DICE SOLUTIONS	Emergency works to secure mains cable back to the shed frame at Onslow airport	326.98	
18282	19/12/2022	DICE SOLUTIONS	Repair genset breaker and install smoke detectors at Twitchin Rd camp	1103.01	
18297	22/12/2022	DICE SOLUTIONS	Replace relay switch in Arrivals Convevor switchboard and the timer in Distribution board	498.41	
18319	23/12/2022	DICE SOLUTIONS	Parts and labour to repair Air conditioner unit at 2/05 Anketell Crt, Onslow	1179.86	
		DICE SOLUTIONS Total		3108.26	\$3,108.26
EFT64048	12/01/2023	DIRECT TRADES SUPPLY PTY LTD	Payment		\$11,556.00
585836	02/12/2022	DIRECT TRADES SUPPLY PTY LTD	Supply of 4 Diesel Trash pump 10Hp Yammer motor with electric start	8599.00	
590397	30/12/2022	DIRECT TRADES SUPPLY PTY LTD	Supply of Silvan Pump 12V and 120 PSI Retrofit kit for Tom Price right of ways	458.00	

Reference Number	Date	Name	Description	Invoice Amount	
590811	04/01/2023	DIRECT TRADES SUPPLY PTY LTD	Westair compressor WA Honda GX200 20CFM Petrol	2499.00	
		DIRECT TRADES SUPPLY PTY LTD Total		11556.00	\$11,556.00
EFT64049	12/01/2023	DOONGURRA CIVIL MINING	Payment		\$36,503.50
INV-0410	04/01/2023	DOONGURRA CIVIL MINING	Plant and operator hire for Ashburton Downs Road works 13-23/12/2022	11489.50	
INV-0411	04/01/2023	DOONGURRA CIVIL MINING	Plant and operator hire for Ashburton Downs Road works 13-24/12/2022	25014.00	
		DOONGURRA CIVIL MINING Total		36503.50	\$36,503.50
EFT64050	12/01/2023	E & MJ ROSHER PTY LTD	Payment		\$8,745.00
1451925	22/12/2022	E & MJ ROSHER PTY LTD	Trash pump for Ashburton Downs Road works	8745.00	
		E & MJ ROSHER PTY LTD Total		8745.00	\$8,745.00
EFT64051	12/01/2023	E.LAW INTERNATIONAL	Payment		\$1,232.00
00098883	19/12/2022	E.LAW INTERNATIONAL	Caseroom hosting and fees for web based litigation document management December 2022	1232.00	
		E.LAW INTERNATIONAL Total		1232.00	\$1,232.00
EFT64052	12/01/2023	EAST WEST ENGINEERING	Payment		\$12,067.00
151690	08/12/2022	EAST WEST ENGINEERING	Supply of RDB2X6 Roll dispenser beam and freight to Regional waste facility	12067.00	
		EAST WEST ENGINEERING Total		12067.00	\$12,067.00
EFT64053	12/01/2023	EDGELOE ENGINEERING PTY LTD	Payment		\$5,988.13
1000691	23/12/2022	EDGELOE ENGINEERING PTY LTD	Engineering services Ocean View Caravan Park road and services network	5988.13	
		EDGELOE ENGINEERING PTY LTD Total		5988.13	\$5,988.13
EFT64054	12/01/2023	EMPLOYMENT TRAINING SOLUTIONS	Payment		\$3,800.00
INV-5065	13/12/2022	EMPLOYMENT TRAINING SOLUTIONS	HR-B truck driver training and assessment for 2x Town Maintenance staff	3800.00	
		EMPLOYMENT TRAINING SOLUTIONS Total		3800.00	\$3,800.00
EFT64055	12/01/2023	EUNICE CRIDDLE EMP#1865	Payment		\$177.40
EXPENSE20221216	16/12/2022	EUNICE CRIDDLE EMP#1865	Reimbursement of expenses for HR drivers licence for employee #1865	177.40	
		EUNICE CRIDDLE EMP#1865 Total		177.40	\$177.40
EFT64056	12/01/2023	EVERYTHING EARTH PTY LTD	Payment		\$2,332.00
INV-0268	14/12/2022	EVERYTHING EARTH PTY LTD	Wet hire of double road trains, undercharge of Invoice 0265	2332.00	
		EVERYTHING EARTH PTY LTD Total		2332.00	\$2,332.00
EFT64057	12/01/2023	EVERYWHERE TRAVEL	Payment		\$1,325.00
REFUND20230110	10/01/2023	EVERYWHERE TRAVEL	Refund for cancelled Ocean View Caravan Park booking	1325.00	
		EVERYWHERE TRAVEL Total		1325.00	\$1,325.00
EFT64058	12/01/2023	FOCUS CONSULTING WA PTY LTD	Payment		\$1,980.00
2223-107-1	21/12/2022	FOCUS CONSULTING WA PTY LTD	Electrical consulting services - Onslow Shire office expansion	1980.00	
		FOCUS CONSULTING WA PTY LTD Total		1980.00	\$1,980.00
EFT64059	12/01/2023	FRANK RICHARDSON	Payment		\$5,640.81
00000859	15/12/2022	FRANK RICHARDSON	Merchandise for sale at Tom Price Visitor Centre	5640.81	
		FRANK RICHARDSON Total		5640.81	\$5,640.81
EFT64060	12/01/2023	FUJIFILM BUSINESS AUSTRALIA	Payment		\$133.10
Q5773688	20/12/2022	FUJIFILM BUSINESS AUSTRALIA	Printer Serial #761541 Lease/Rental Agreement for period 22/01/2023 - 21/02/2023	133.10	
		FUJIFILM BUSINESS AUSTRALIA Total		133.10	\$133.10
EFT64061	12/01/2023	GARRARDS PTY LTD	Payment		\$2,719.20
PEI-1061948	29/11/2022	GARRARDS PTY LTD	10 x 18 kg bags of Vectoprime larvicide for Mosquito Control	2719.20	
		GARRARDS PTY LTD Total		2719.20	\$2,719.20
EFT64062	12/01/2023	GRANDSTAND AGENCY	Payment		\$11,550.00
INV-4032	22/12/2022	GRANDSTAND AGENCY	Pannawonica Australia Day event- live music 26/01/2023	5775.00	
INV-4070	04/01/2023	GRANDSTAND AGENCY	Live music performance for Onslow Australia Day celebrations 2023	5775.00	
		GRANDSTAND AGENCY Total		11550.00	\$11,550.00
EFT64063	12/01/2023	GRAVITY ETC PTY LTD	Payment		\$13,200.00
INV-0136	13/12/2022	GRAVITY ETC PTY LTD	x5 Academy School holiday program across all towns	13200.00	
		GRAVITY ETC PTY LTD Total		13200.00	\$13,200.00
EFT64064	12/01/2023	GREENFIELD TECHNICAL SERVICES	Payment		\$23,408.40
INV-3018	30/11/2022	GREENFIELD TECHNICAL SERVICES	Provide onsite technical support for maintenance grading works Roebourne Wittenoom Rd	17193.40	
INV-3000	05/12/2022	GREENFIELD TECHNICAL SERVICES	Provide professional services to prepare RFT document for proposed Mine Road works Tom Price	2475.00	
INV-3043	16/12/2022	GREENFIELD TECHNICAL SERVICES	Project engineering support and construction management of drainage works Onslow basins 1, 2 & 3	3740.00	

Reference Number	Date	Name	Description	Invoice Amount	
		GREENFIELD TECHNICAL SERVICES Total		23408.40	\$23,408.40
EFT64065	12/01/2023	HERBERT SMITH FREEHILLS	Payment		\$3,532.54
51032097	20/12/2022	HERBERT SMITH FREEHILLS	Legal advice on construction contracts following Pindan administration	3532.54	
		HERBERT SMITH FREEHILLS Total		3532.54	\$3,532.54
EFT64066	12/01/2023	HOPGOOD GANIM LAWYERS	Payment		\$2,290.75
468505	20/12/2022	HOPGOOD GANIM LAWYERS	Provide legal advice in regard to Review of Portfolio Sale Umbrella Deed	1751.75	
468507	20/12/2022	HOPGOOD GANIM LAWYERS	Provide legal advice in regard to acquisition Lot 380 Second Ave, Onslow	539.00	
		HOPGOOD GANIM LAWYERS Total		2290.75	\$2,290.75
EFT64067	12/01/2023	HORIZON POWER	Payment		\$55,099.41
429663-2101541417	03/01/2023	HORIZON POWER	Electricity consumption for Lot 643 McRae Pl, Onslow 01/12/2022 - 02/01/2023	3838.21	
185404-2101541043	03/01/2023	HORIZON POWER	Electricity consumption for Street light/retic box First Ave, Onslow 01/10/2022 - 31/12/2022	187.18	
199906-2101541006	03/01/2023	HORIZON POWER	Electricity consumption for Street light, Onslow 01/12/2022 - 31/12/2022	6903.11	
265568-2101545663	06/01/2023	HORIZON POWER	Electricity consumption for 16 Onslow Rd, Onslow 04/11/2022 - 05/01/2023	10156.44	
208189-2101545363	06/01/2023	HORIZON POWER	Electricity consumption for Lot 304 First Ave, Onslow 04/11/2022 - 05/01/2023	4434.79	
326799-2101545660	06/01/2023	HORIZON POWER	Electricity consumption for A/51 Third Ave, Onslow 04/11/2022 - 05/01/2023	9425.57	
354537-2101545929	06/01/2023	HORIZON POWER	Electricity consumption for Lot 500 McGrath Ave, Onslow 04/11/2022 - 05/01/2023	11040.59	
419416-2101546041	06/01/2023	HORIZON POWER	Electricity consumption for 29 Second Ave, Onslow 08/11/2022 - 05/01/2023	1826.61	
116215-2101547955	09/01/2023	HORIZON POWER	Electricity consumption for Lot 644 Paterson Pl, Onslow 08/11/2022 - 06/01/2023	1394.73	
430371-2101547018	09/01/2023	HORIZON POWER	Electricity consumption for 82 Second Ave, Onslow 08/11/2022 - 06/01/2023	269.37	
510486-2101547700	09/01/2023	HORIZON POWER	Electricity consumption for 7/09 First Ave, Onslow 08/11/2022 - 06/01/2023	169.27	
511722-2101547830	09/01/2023	HORIZON POWER	Electricity consumption for Lot 8001 Tink St, Onslow 08/11/2022 - 06/01/2023	258.24	
511724-2101547811	09/01/2023	HORIZON POWER	Electricity consumption for Lot 8000 Yungu Rd, Onslow 08/11/2022 - 06/01/2023	182.79	
122856-2101546540	09/01/2023	HORIZON POWER	Electricity consumption for Lot 567 Beadon Creek Rd, Onslow 08/11/2022 - 06/01/2023	645.65	
140167-2101546891	09/01/2023	HORIZON POWER	Electricity consumption for 46 Second Ave, Onslow 08/11/2022 - 06/01/2023	128.87	
158680-2101547096	09/01/2023	HORIZON POWER	Electricity consumption for 51 Cameron Ave, Onslow 08/11/2022 - 06/01/2023	492.96	
161220-2101547080	09/01/2023	HORIZON POWER	Electricity consumption for Lot 696 Payne Way, Onslow 08/11/2022 - 06/01/2023	887.26	
240802-2101546722	09/01/2023	HORIZON POWER	Electricity consumption for 20 Third Ave, Onslow 08/11/2022 - 06/01/2023	273.77	
543845-2101547775	09/01/2023	HORIZON POWER	Electricity consumption for 4/07 Anketell Crt, Onslow 08/11/2022 - 06/01/2023	234.20	
544789-2101547038	09/01/2023	HORIZON POWER	Electricity consumption for 7 First Ave, Onslow 08/11/2022 - 06/01/2023	29.44	
550384-2101546950	09/01/2023	HORIZON POWER	Electricity consumption for Lot 385 Simpson St, Onslow 08/11/2022 - 06/01/2023	74.27	
554087-2151047637	09/01/2023	HORIZON POWER	Electricity consumption for 1/05 Anketell Crt, Onslow 30/11/2022 - 06/01/2023	200.64	
554183-2101547697	09/01/2023	HORIZON POWER	Electricity consumption for 10/09 First Ave, Onslow 02/12/2022 - 06/01/2023	228.86	
531466-2101547935	09/01/2023	HORIZON POWER	Electricity consumption for Unit TS/14 Second Ave, Onslow 08/11/2022 - 06/01/2023	1041.15	
541648-2101546512	09/01/2023	HORIZON POWER	Electricity consumption for 50 Third Ave, Onslow 08/11/2022 - 06/01/2023	171.93	
543048-2101547673	09/01/2023	HORIZON POWER	Electricity consumption for Common area 7 Anketell Crt, Onslow 08/11/2022 - 06/01/2023	452.74	
543444-2101547841	09/01/2023	HORIZON POWER	Electricity consumption for 16 Tink St, Onslow 08/11/2022 - 06/01/2023	9.72	
242172-2101548300	10/01/2023	HORIZON POWER	Electricity consumption for 6/Lot 38730 Second Ave, Onslow 09/11/2022 - 09/01/2023	141.05	
		HORIZON POWER Total		55099.41	\$55,099.41
EFT64068	12/01/2023	HOUSING AUTHORITY	Payment		\$4,000.00
RENT20230109	09/01/2023	HOUSING AUTHORITY	Rent for 5B Second Ave, Onslow 28/12/2022 - 21/02/2023	4000.00	
		HOUSING AUTHORITY Total		4000.00	\$4,000.00
EFT64069	12/01/2023	INDEPENDENT FUEL SOLUTIONS	Payment		\$25,211.29
INV-12941	20/12/2022	INDEPENDENT FUEL SOLUTIONS	Demobilisation and transport of Ashburton Downs project bulk tank	3950.60	
INV-13030	23/12/2022	INDEPENDENT FUEL SOLUTIONS	Supply 4,000x litres diesel fuel for Pilbara Regional Waste Facility Onslow bulk fuel tank	8241.22	
INV-13049	28/12/2022	INDEPENDENT FUEL SOLUTIONS	Hire of Tom Price bulk fuel diesel tank January 2023	657.65	
INV-13001	05/01/2023	INDEPENDENT FUEL SOLUTIONS	6,000x litres diesel fuel for Onslow bulk fuel tank	12361.82	
		INDEPENDENT FUEL SOLUTIONS Total		25211.29	\$25,211.29
EFT64070	12/01/2023	IW PROJECTS PTY LTD	Payment		\$44,000.00
1512	31/12/2022	IW PROJECTS PTY LTD	Design, documentation and approvals for the Liquid waste expansion Class IV	44000.00	
		IW PROJECTS PTY LTD Total		44000.00	\$44,000.00
EFT64071	12/01/2023	JAMES BENNETT PTY LTD	Payment		\$217.33
4785970	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Paraburdoo library December 2022	13.99	
4785971	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Onslow library December 2022	31.30	

Reference Number	Date	Name	Description	Invoice Amount	
4785972	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Tom Price library December 2022	74.82	
4785973	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Onslow library December 2022	37.77	
4785974	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Pannawonica library December 2022	19.60	
4785975	13/12/2022	JAMES BENNETT PTY LTD	Supply of books for Tom Price library December 2022	39.85	
		JAMES BENNETT PTY LTD Total		217.33	\$217.33
EFT64072	12/01/2023	JAMIE RICHARDSON	Payment		\$269.15
CRTRAVEL20221213	13/12/2022	JAMIE RICHARDSON	Cr Richardson travel expense for Ordinary Meeting of Council Tom Price 13/12/2022	269.15	
		JAMIE RICHARDSON Total		269.15	\$269.15
EFT64073	12/01/2023	JAPANESE TRUCK & BUS SPARES	Payment		\$164.00
471694	06/01/2023	JAPANESE TRUCK & BUS SPARES	Fuel tank cap for PTR18 - 2010 Mitsubishi Fuso Prime Mover (AS8327)	164.00	
		JAPANESE TRUCK & BUS SPARES Total		164.00	\$164.00
EFT64074	12/01/2023	JBS&G AUSTRALIA PTY LTD	Payment		\$25,190.00
97993	30/11/2022	JBS&G AUSTRALIA PTY LTD	Environmental licence and operations support at Class IV waste site	25190.00	
		JBS&G AUSTRALIA PTY LTD Total		25190.00	\$25,190.00
EFT64075	12/01/2023	JJS CLEANING TOM PRICE PTY LTD	Payment		\$660.00
INV-00010	05/12/2022	JJS CLEANING TOM PRICE PTY LTD	Full house clean at 3/2 Canberra Drive, Tom Price	660.00	
		JJS CLEANING TOM PRICE PTY LTD Total		660.00	\$660.00
EFT64076	12/01/2023	JOYCE KRANE	Payment		\$2,167.57
20224760	20/12/2022	JOYCE KRANE	Removal of shoring box from plot at Onslow cemetery, 19/12/2022	819.94	
20224761	20/12/2022	JOYCE KRANE	Crane hire to off load statue for Onslow basin 19/12/2022	810.39	
20230042	09/01/2023	JOYCE KRANE	Hire of crane and operator for removal of shoring box at Onslow cemetery 09/01/2023	537.24	
		JOYCE KRANE Total		2167.57	\$2,167.57
EFT64077	12/01/2023	JULIE MANGIONE	Payment		\$4,936.20
11/22	12/12/2022	JULIE MANGIONE	Rent for 1/05 Anketell Crt, Onslow 01/11/2022 - 31/12/2022	4936.20	
		JULIE MANGIONE Total		4936.20	\$4,936.20
EFT64078	12/01/2023	JYE'S MECHANICAL SERVICES	Payment		\$3,234.00
INV-0161	21/12/2022	JYE'S MECHANICAL SERVICES	Rebuild Tri Axle Side Tipper (1TNV088) and Tandem Axle Dolly (1TNV089)	3234.00	
		JYE'S MECHANICAL SERVICES Total		3234.00	\$3,234.00
EFT64079	12/01/2023	KARRATHA VETERINARY HOSPITAL	Payment		\$330.00
328344	08/12/2022	KARRATHA VETERINARY HOSPITAL	Desexing of female dog	330.00	
		KARRATHA VETERINARY HOSPITAL Total		330.00	\$330.00
EFT64080	12/01/2023	KENNARDS HIRE	Payment		\$718.63
24115800	29/08/2022	KENNARDS HIRE	Hire of camp shower and heater for Ashburton Downs Road camp 15/08/2022 - 29/08/2022	305.80	
24529019	19/12/2022	KENNARDS HIRE	Hire of camp shower and heater for Ashburton Downs Road camp 05/12/2022 - 19/12/2022	305.80	
24562486	30/12/2022	KENNARDS HIRE	Hire of portable shower and heater for Ashburton Downs Road works, and demob to Port Hedland	357.03	
24570358CN	03/01/2023	KENNARDS HIRE	Overcharge on relocation fee - Credit note on Invoice 24562486	-250.00	
		KENNARDS HIRE Total		718.63	\$718.63
EFT64081	12/01/2023	KERRY WHITE	Payment		\$2,298.14
CRTRAVEL20221212	12/12/2022	KERRY WHITE	Cr White travel expense for Ordinary Meeting of Council Tom Price 13/12/2022	776.40	
CRTRAVEL20221213	13/12/2022	KERRY WHITE	Cr White travel expense for meeting with Minister 10/11/2022	776.40	
CRTRAVEL20221213-2	13/12/2022	KERRY WHITE	Cr White travel expense for Ordinary meeting of Council Paraburdoo 11/10/2022	745.34	
		KERRY WHITE Total		2298.14	\$2,298.14
EFT64082	12/01/2023	KEYS BROS REMOVALS & STORAGE	Payment		\$11,405.00
754424	22/12/2022	KEYS BROS REMOVALS & STORAGE	Relocation cost for new staff member NT to Tom Price	11405.00	
		KEYS BROS REMOVALS & STORAGE Total		11405.00	\$11,405.00
EFT64083	12/01/2023	KOMATSU AUSTRALIA PTY LTD	Payment		\$1,869.95
600515231	15/12/2022	KOMATSU AUSTRALIA PTY LTD	Supply loader alternator for Komatsu WA380-6 Wheel Loader (1GHT540)	957.80	
003033575	23/12/2022	KOMATSU AUSTRALIA PTY LTD	Blade guides for Komatsu 655 - 7 Motor Grader	912.15	
		KOMATSU AUSTRALIA PTY LTD Total		1869.95	\$1,869.95
EFT64084	12/01/2023	LAVAZZA AUSTRALIA	Payment		\$403.25
P0909389	07/12/2022	LAVAZZA AUSTRALIA	Supply coffee pods and skim milk powder for Tom Price Administration building	403.25	
		LAVAZZA AUSTRALIA Total		403.25	\$403.25
EFT64085	12/01/2023	LEADING ROLES	Payment		\$13,635.09

Reference Number	Date	Name	Description	Invoice Amount	
INV-5391	08/12/2022	LEADING ROLES	Final fee for recruitment of Director Infrastructure Services	13635.09	
		LEADING ROLES Total		13635.09	\$13,635.09
EFT64086	12/01/2023	LEIDOS SECURITY ENTERPRISE	Payment		\$167.20
I04000001031	20/12/2022	LEIDOS SECURITY ENTERPRISE	Thermal paper roll and fan filter for Onslow airport security system	167.20	
		LEIDOS SECURITY ENTERPRISE Total		167.20	\$167.20
EFT64087	12/01/2023	LK ADVISORY PTY LTD	Payment		\$37,097.30
18-0533	31/12/2022	LK ADVISORY PTY LTD	Town planning consultancy services for various matters	37097.30	
		LK ADVISORY PTY LTD Total		37097.30	\$37,097.30
EFT64088	12/01/2023	LO-GO APPOINTMENTS	Payment		\$10,738.12
H1870	14/12/2022	LO-GO APPOINTMENTS	Contracting service for labour hire of financial accountant 06/12/2022 - 10/12/2022	3643.29	
H1903	21/12/2022	LO-GO APPOINTMENTS	Contracting service - labour hire for financial accountant week ending 17/12/2022	3643.29	
H1934	28/12/2022	LO-GO APPOINTMENTS	Contracting service - labour hire for financial accountant week ending 24/12/2022	3451.54	
		LO-GO APPOINTMENTS Total		10738.12	\$10,738.12
EFT64089	12/01/2023	LOCAL GOV PROFESSIONALS WA	Payment		\$398.25
29510	15/11/2022	LOCAL GOV PROFESSIONALS WA	2022-2023 membership dues for employee #1346	398.25	
		LOCAL GOV PROFESSIONALS WA Total		398.25	\$398.25
EFT64090	12/01/2023	LUKE RICHARDSON	Payment		\$953.50
EXPENSE20221212	12/12/2022	LUKE RICHARDSON	Reimbursement of remainder 50% of HR Licence fee for employee #1978	476.75	
EXPENSE20221216	16/12/2022	LUKE RICHARDSON	Balance of payment to reimburse employee #1978 for HR licence costs	476.75	
		LUKE RICHARDSON Total		953.50	\$953.50
EFT64091	12/01/2023	LUNA WEDDING AND EVENT SUPPLIES	Payment		\$810.45
INV#D2064	14/11/2022	LUNA WEDDING AND EVENT SUPPLIES	Decorative items for Tom Price Nurturing November event 26/11/2022	810.45	
		LUNA WEDDING AND EVENT SUPPLIES Total		810.45	\$810.45
EFT64092	12/01/2023	M & S SHEDS AND CONSTRUCTION	Payment		\$15,500.00
071	11/01/2023	M & S SHEDS AND CONSTRUCTION	Deposit payment for supply and install of shed Tom Price Swimming Pool	15500.00	
		M & S SHEDS AND CONSTRUCTION Total		15500.00	\$15,500.00
EFT64093	12/01/2023	M J MAINTENANCE	Payment		\$748.00
0033	15/12/2022	M J MAINTENANCE	Retic and garden maintenance at Onslow Airport	748.00	
		M J MAINTENANCE Total		748.00	\$748.00
EFT64094	12/01/2023	MANDALAY TECHNOLOGIES PTY LTD	Payment		\$1,430.00
INV-6796	17/11/2022	MANDALAY TECHNOLOGIES PTY LTD	Training and support on Waste site Mandalay system	1430.00	
		MANDALAY TECHNOLOGIES PTY LTD Total		1430.00	\$1,430.00
EFT64095	12/01/2023	MARKET CREATIONS AGENCY PTY LTD	Payment		\$1,144.00
IV69-16	30/11/2022	MARKET CREATIONS AGENCY PTY LTD	Additional Shire website functionality - Notifications Advanced Feature	1144.00	
		MARKET CREATIONS AGENCY PTY LTD Total		1144.00	\$1,144.00
EFT64096	12/01/2023	MARKETFORCE PRODUCTIONS	Payment		\$6,775.59
45832	24/11/2022	MARKETFORCE PRODUCTIONS	Advertising in Sunday Times feature Tourism Awards - Early General News	3910.50	
46139	15/12/2022	MARKETFORCE PRODUCTIONS	Advertising RFT 22.22 - Infrastructure Fair Valuation Reports 07/12/2023	451.77	
46140	15/12/2022	MARKETFORCE PRODUCTIONS	Advertising RFT 23.22 - PRWMF - High Flow Leachate Pumping System 10/12/2022	609.66	
46138	15/12/2022	MARKETFORCE PRODUCTIONS	Public Notice advertising 21/12/2022 - Notice of Ordinary Meetings of Council	733.96	
46141	15/12/2022	MARKETFORCE PRODUCTIONS	Public Notice advertising 17/12/2022 - Notice of Ordinary Meetings of Council	1069.70	
		MARKETFORCE PRODUCTIONS Total		6775.59	\$6,775.59
EFT64097	12/01/2023	MCLEODS BARRISTERS & SOLICITORS	Payment		\$2,907.45
127287	30/11/2022	MCLEODS BARRISTERS & SOLICITORS	Legal advice for declining of tenders and CEO delegation	2200.00	
127768	23/12/2022	MCLEODS BARRISTERS & SOLICITORS	Legal advice for the Inspire Community Partnership Agreement	520.45	
127627	03/01/2023	MCLEODS BARRISTERS & SOLICITORS	Legal confirmation letter RE: Annual Audit for SoA 2022	187.00	
		MCLEODS BARRISTERS & SOLICITORS Total		2907.45	\$2,907.45
EFT64098	12/01/2023	MCMAHON BURNETT TRANSPORT	Payment		\$1,114.18
00030896	15/10/2022	MCMAHON BURNETT TRANSPORT	Freight charges from Sigma chemicals to Onslow Sun Chalets 12/10/2022	421.91	
00031983	15/12/2022	MCMAHON BURNETT TRANSPORT	Freight charges to Onslow	692.27	
		MCMAHON BURNETT TRANSPORT Total		1114.18	\$1,114.18
EFT64099	12/01/2023	MESSAGEMEDIA	Payment		\$53.90
INV02877351	31/12/2022	MESSAGEMEDIA	SMS notifications associated with Onslow Airport Building Management System January 2023	53.90	

Reference Number	Date	Name	Description	Invoice Amount	
		MESSAGEMEDIA Total		53.90	\$53.90
EFT64100	12/01/2023	METTLER-TOLEDO LTD	Payment		\$9,215.80
815401956	15/12/2022	METTLER-TOLEDO LTD	Provide service and calibration of PRWMF weighbridge Onslow	9215.80	
		METTLER-TOLEDO LTD Total		9215.80	\$9,215.80
EFT64101	12/01/2023	MKJ LOGISTICS	Payment		\$1,669.80
AS271122	09/12/2022	MKJ LOGISTICS	Freight charges Garrards Perth to Tom Price	354.20	
AS021222	13/12/2022	MKJ LOGISTICS	Freight charges from Bunnings Perth to 98 Oleander St, Paraburdoo	543.95	
AS091222	16/12/2022	MKJ LOGISTICS	Freight charges from Bunnings Perth to 172 Hardy Ave, Paraburdoo	417.45	
AS131222	21/12/2022	MKJ LOGISTICS	Freight charges from Perth to Tom Price	354.20	
		MKJ LOGISTICS Total		1669.80	\$1,669.80
EFT64102	12/01/2023	MOORE AUSTRALIA (WA) PTY LTD	Payment		\$3,019.50
427885	21/12/2022	MOORE AUSTRALIA (WA) PTY LTD	Internal Audit Log management December 2022	3019.50	
		MOORE AUSTRALIA (WA) PTY LTD Total		3019.50	\$3,019.50
EFT64103	12/01/2023	NAPA (GPC ASIA PACIFIC T/AS)	Payment		\$1,037.84
5470086400	20/12/2022	NAPA (GPC ASIA PACIFIC T/AS)	Truck wash and wax for Komatsu 6 Wheel Loader (1GHT540)	1037.84	
		NAPA (GPC ASIA PACIFIC T/AS) Total		1037.84	\$1,037.84
EFT64104	12/01/2023	NETLINK GROUP PTY LTD	Payment		\$349.25
55485	03/01/2023	NETLINK GROUP PTY LTD	Exclaimer Cloud - Signatures for Office 365 Licence	349.25	
		NETLINK GROUP PTY LTD Total		349.25	\$349.25
EFT64105	12/01/2023	NORWEST REFRIGERATION SERVICES	Payment		\$977.86
00039986	19/12/2022	NORWEST REFRIGERATION SERVICES	Replace and install 2 x gearboxes in slushy machine at Paraburdoo pool	977.86	
		NORWEST REFRIGERATION SERVICES Total		977.86	\$977.86
EFT64106	12/01/2023	NTC CONTRACTING	Payment		\$53,847.75
0000003260	30/11/2022	NTC CONTRACTING	Hire of water cart and operator for Ashburton Downs Road works November 2022	53847.75	
		NTC CONTRACTING Total		53847.75	\$53,847.75
EFT64107	12/01/2023	NWMC MINING & CIVIL PTY LTD	Payment		\$1,427.20
87763	28/12/2022	NWMC MINING & CIVIL PTY LTD	Pumping out of portaloos at Ashburton Downs camp and transport to Karratha	1427.20	
		NWMC MINING & CIVIL PTY LTD Total		1427.20	\$1,427.20
EFT64108	12/01/2023	ONSITE RENTAL GROUP OPERATIONS	Payment		\$3,851.02
3601620	19/12/2022	ONSITE RENTAL GROUP OPERATIONS	Hire of Generator 12 KVA Diesel Skid Base and fuel for Ashburton Downs Road	1217.57	
3603216	21/12/2022	ONSITE RENTAL GROUP OPERATIONS	Hire of 45KVA Diesel genset for the camp at Ashburton Downs 01/12/2022 - 17/12/2022	2633.45	
		ONSITE RENTAL GROUP OPERATIONS Total		3851.02	\$3,851.02
EFT64109	12/01/2023	ONSLow BEACH RESORT	Payment		\$175.00
26179	14/12/2022	ONSLow BEACH RESORT	Provide meals for training and WHS facilitators 12-13/12/2022	175.00	
		ONSLow BEACH RESORT Total		175.00	\$175.00
EFT64110	12/01/2023	ONSLow GENERAL STORE	Payment		\$1,535.73
PE-18/12/2022-1	18/12/2022	ONSLow GENERAL STORE	Onslow Aquatic centre consumables	10.99	
PE-18/12/2022-2	18/12/2022	ONSLow GENERAL STORE	Onslow Aquatic centre and caravan park consumables	78.86	
PE-18/12/2022-3	18/12/2022	ONSLow GENERAL STORE	Onslow Airport consumables	84.61	
PE-18/12/2022-4	18/12/2022	ONSLow GENERAL STORE	Onslow Waste site consumables	94.31	
PO75756-18/12/22	18/12/2022	ONSLow GENERAL STORE	Catering platters for Dealing with difficult customers course	110.00	
PO75879-18/12/22	18/12/2022	ONSLow GENERAL STORE	Drinks for community Pool Party - 15th December 2022	86.03	
PO75880-18/12/22	18/12/2022	ONSLow GENERAL STORE	Platters for community Pool Party - December 15th 2022	665.00	
PO75881-18/12/22	18/12/2022	ONSLow GENERAL STORE	Light refreshments for Regional Sports Awards presentation	23.19	
PE-25/12/2022-1	25/12/2022	ONSLow GENERAL STORE	Onslow aquatic centre consumables	27.57	
PE-25/12/2022-2	25/12/2022	ONSLow GENERAL STORE	Onslow caravan park consumables	46.00	
PE-25/12/2022-3	25/12/2022	ONSLow GENERAL STORE	Onslow depot consumables	122.30	
PE-25/12/2022-4	25/12/2022	ONSLow GENERAL STORE	Onslow Airport consumables	186.87	
		ONSLow GENERAL STORE Total		1535.73	\$1,535.73
EFT64111	12/01/2023	P SHADLER CONTRACTING PTY LTD	Payment		\$30,096.00
371	15/12/2022	P SHADLER CONTRACTING PTY LTD	Labour hire for HC Truck Driver / General plant operator for period 29/11/2022 - 09/12/2022	13794.00	
372	22/12/2022	P SHADLER CONTRACTING PTY LTD	Provide labour hire for the Ashburton Downs Road Resheet 12/12/2022 - 22/12/2022	13794.00	
373	28/12/2022	P SHADLER CONTRACTING PTY LTD	Provide labour hire for the Ashburton Downs Road Resheet 23/12/2022 - 24/12/2022	2508.00	

Reference Number	Date	Name	Description	Invoice Amount	
		P SHADLER CONTRACTING PTY LTD Total		30096.00	\$30,096.00
EFT64112	12/01/2023	PARA CLEANING SERVICES	Payment		\$2,640.00
INV-0099	18/12/2022	PARA CLEANING SERVICES	Weekend cleaning of Paraburdoo facilities 19/11/2022 - 18/12/2022	2640.00	
		PARA CLEANING SERVICES Total		2640.00	\$2,640.00
EFT64113	12/01/2023	PCC PRODUCTIONS PTY LTD	Payment		\$5,000.00
2278	20/12/2022	PCC PRODUCTIONS PTY LTD	Event staging for Tom Price Carols by Glow light 11/12/2022	5000.00	
		PCC PRODUCTIONS PTY LTD Total		5000.00	\$5,000.00
EFT64114	12/01/2023	PFD FOOD SERVICES PTY LTD	Payment		\$3,889.95
LF331102	13/12/2022	PFD FOOD SERVICES PTY LTD	Supply food items for sale at Onslow Aquatic Centre kiosk	2898.00	
LF404949	20/12/2022	PFD FOOD SERVICES PTY LTD	Assorted frozen foods for on sale at Onslow Airport kiosk	991.95	
		PFD FOOD SERVICES PTY LTD Total		3889.95	\$3,889.95
EFT64115	12/01/2023	PILBARA COPY SERVICE	Payment		\$4,068.90
50500	21/12/2022	PILBARA COPY SERVICE	Supply toner cartridges for Onslow office Cannon MF 746 CX printer	4068.90	
		PILBARA COPY SERVICE Total		4068.90	\$4,068.90
EFT64116	12/01/2023	PILBARA ENVIRONMENTAL SERVICES	Payment		\$774,232.35
2562446	23/09/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - September 2022	297928.00	
2562447	23/09/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - September 2022	17629.36	
2593704	28/10/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - October 2022	16866.23	
2593708	28/10/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - October 2022	134229.10	
2598767	31/10/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - October 2022	270453.68	
2598764	31/10/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - October 2022	16866.23	
2621493	29/11/2022	PILBARA ENVIRONMENTAL SERVICES	Total Waste Management Services including PRWMF - November 2022	20259.75	
		PILBARA ENVIRONMENTAL SERVICES Total		774232.35	\$774,232.35
EFT64117	12/01/2023	PILBARA FOOD SERVICES	Payment		\$5,969.64
SI137630	08/12/2022	PILBARA FOOD SERVICES	Jumbo paper straws for Tom Price swimming pool	117.36	
SI137654	09/12/2022	PILBARA FOOD SERVICES	Poultry mix chicken food for Sentinel Chicken Program	448.80	
SI137821	16/12/2022	PILBARA FOOD SERVICES	Supply snack foods for sale at Paraburdoo Swimming Pool	346.22	
SI138004	22/12/2022	PILBARA FOOD SERVICES	Refreshments and cleaning products for Tom Price waste site	637.24	
SI138069	23/12/2022	PILBARA FOOD SERVICES	Restock of supplies for on sale at Tom Price swimming pool	432.67	
SI138063	23/12/2022	PILBARA FOOD SERVICES	Supplies of food items for Tom Price grounds staff meeting	140.13	
SI138155	03/01/2023	PILBARA FOOD SERVICES	Optimum Dog food for Onslow pound	435.60	
SI138177	04/01/2023	PILBARA FOOD SERVICES	Restock of Kiosk items for on sale Tom Price swimming pool	1893.72	
SI138230	05/01/2023	PILBARA FOOD SERVICES	Bin liners for Tom Price Depot	320.00	
SI138253	06/01/2023	PILBARA FOOD SERVICES	Optimum dog food for Onslow pound	108.90	
SI138254	06/01/2023	PILBARA FOOD SERVICES	Optimum dog food for Tom Price pound	1089.00	
		PILBARA FOOD SERVICES Total		5969.64	\$5,969.64
EFT64118	12/01/2023	PILBARA MOTOR GROUP	Payment		\$51,881.83
RI10756413	09/01/2023	PILBARA MOTOR GROUP	Toyota Fortuner GX T/D A/T GX (AS9642)	51583.48	
RI10756414	09/01/2023	PILBARA MOTOR GROUP	On road costs for Toyota Fortuner GX T/D A/T GX (AS9642)	298.35	
		PILBARA MOTOR GROUP Total		51881.83	\$51,881.83
EFT64119	12/01/2023	PILBARA SITE PICS	Payment		\$1,595.00
04/2022-1470	14/12/2022	PILBARA SITE PICS	Photography services for Onslow water tank murals	1595.00	
		PILBARA SITE PICS Total		1595.00	\$1,595.00
EFT64120	12/01/2023	PILBARA SURVEYS	Payment		\$4,400.00
INV-0176	23/12/2022	PILBARA SURVEYS	Drone Survey of Nameless Valley in Tom Price	4400.00	
		PILBARA SURVEYS Total		4400.00	\$4,400.00
EFT64121	12/01/2023	PIVOTEL SATELLITE PTY LTD	Payment		\$972.00
3482510	01/01/2023	PIVOTEL SATELLITE PTY LTD	Monthly subscription for trackers in Shire vehicles January 2023	972.00	
		PIVOTEL SATELLITE PTY LTD Total		972.00	\$972.00
EFT64122	12/01/2023	PLATINUM SURVEYS	Payment		\$9,394.00
INV-0080	14/12/2022	PLATINUM SURVEYS	Survey services uploading as design data into PIX4DCloud	935.00	
INV-0082	22/12/2022	PLATINUM SURVEYS	Aerial topographic survey and produce drawings of Onslow Vacant lots	8459.00	
		PLATINUM SURVEYS Total		9394.00	\$9,394.00

Reference Number	Date	Name	Description	Invoice Amount	
EFT64123	12/01/2023	QIT PLUS PTY LTD	Payment		\$13,200.00
00017322	12/12/2022	QIT PLUS PTY LTD	Disaster Dashboard development, installation and hosting service to 31/12/2023	13200.00	
		QIT PLUS PTY LTD Total		13200.00	\$13,200.00
EFT64124	12/01/2023	RAY WHITE EXMOUTH	Payment		\$10,645.82
006801-19CLARKE	19/12/2022	RAY WHITE EXMOUTH	Rent for 19 Clarke Pl, Onslow 10/01/2023 - 09/02/2023	2824.40	
006863-42THIRD	26/12/2022	RAY WHITE EXMOUTH	Rent for 42 Third Ave, Onslow 17/01/2023 - 16/02/2023	2389.88	
006910-109FIRST	02/01/2023	RAY WHITE EXMOUTH	Rent for 10/09 First Ave, Onslow 17/01/2023 - 16/02/2023	2607.14	
006911-5MCGRATH	02/01/2023	RAY WHITE EXMOUTH	Rent for 5 McGrath Ave, Onslow 24/01/2023 - 23/02/2023	2824.40	
		RAY WHITE EXMOUTH Total		10645.82	\$10,645.82
EFT64125	12/01/2023	RED BREEZE	Payment		\$619.90
13122022-SHIRE	13/12/2022	RED BREEZE	Dinner for Councillors for after December Council meeting 13/12/2022	619.90	
		RED BREEZE Total		619.90	\$619.90
EFT64126	12/01/2023	RED DUST ENTERPRISES PTY LTD	Payment		\$142,128.78
00004482	30/11/2022	RED DUST ENTERPRISES PTY LTD	Maintenance grading of Roebourne - Wittenoom Rd November 2022	142128.78	
		RED DUST ENTERPRISES PTY LTD Total		142128.78	\$142,128.78
EFT64127	12/01/2023	REECE PTY LTD	Payment		\$3,938.63
443129327	07/12/2022	REECE PTY LTD	Supply batteries and reticulation parts for Peter Sutherland Oval Paraburdoo	1866.55	
443129695	15/12/2022	REECE PTY LTD	Supply parts reticulation parts for Peter Sutherland Oval Paraburdoo	1420.33	
457013789	16/12/2022	REECE PTY LTD	Water Softener Salt 20kg for Onslow waste water treatment plant	651.75	
		REECE PTY LTD Total		3938.63	\$3,938.63
EFT64128	12/01/2023	REUBEN STEVENSON EMP# 1744	Payment		\$177.40
EXPENSE20221216	16/12/2022	REUBEN STEVENSON EMP# 1744	Reimbursement of expenses for HR drivers licence for employee #1744	177.40	
		REUBEN STEVENSON EMP# 1744 Total		177.40	\$177.40
EFT64129	12/01/2023	RIO TINTO - PILBARA IRON	Payment		\$2,504.87
1004479380	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 397 Acalypha St, Tom Price 30/08/2022 - 21/11/2022	165.03	
1004489603	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 653 Kiah St, Tom Price 30/08/2022 - 22/11/2022	160.59	
1004491427	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 4/06 Canberra Dr, Tom Price 31/08/2022 - 23/11/2022	93.45	
1004491591	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 2/04 Canberra Dr, Tom Price 31/08/2022 - 23/11/2022	338.42	
1004491872	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 61 Pine St, Tom Price 02/09/2022 - 23/11/2022	114.43	
1004491948	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 1004 Marradong Pl, Tom Price 30/08/2022 - 24/11/2022	207.32	
1004479810	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 27 East Rd, Tom Price 30/08/2022 - 21/11/2022	435.37	
1004480933	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 279 Carob St, Tom Price 29/08/2022 - 21/11/2022	93.73	
1004481758	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption and credit for 825B Warara St, Tom Price 01/01/2019 - 22/11/2022	-5075.06	
1004482707	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 787 Larnook St, Tom Price 01/09/2022 - 22/11/2022	173.80	
1004483382	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 423 Hibiscus St, Tom Price 29/08/2022 - 21/11/2022	132.35	
1004485148	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 1166 Tarwonga Cct, Tom Price 31/08/2022 - 23/11/2022	475.88	
1004486369	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 1104B Jabbarup Pl, Tom Price 31/08/2022 - 23/11/2022	99.21	
1004489249	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 1104A Jabbarup Pl, Tom Price 31/08/2022 - 23/11/2022	115.63	
1004492896	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 1217 Wilgerup Pl, Tom Price 01/09/2022 - 24/11/2022	207.86	
1004527709	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 9 Weelamurra Ct, Tom Price 30/08/2022 - 26/11/2022	183.73	
1004529341	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 215B Grevillea St, Tom Price 02/09/2022 - 25/11/2022	128.89	
1004514517	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 193 Capricorn Ave, Paraburdoo 22/08/2022 - 26/11/2022	494.87	
1004516611	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 487 Robe Ave, Paraburdoo 22/08/2022 - 26/11/2022	129.71	
1004524094	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 516 Lockyer Ave, Paraburdoo 22/08/2022 - 25/11/2022	1192.73	
1004493142	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 20 Lilac St, Tom Price 02/09/2022 - 24/11/2022	560.15	
1004493761	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 17B Cogelup Way, Tom Price 30/08/2022 - 24/11/2022	513.11	
1004494397	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 22 Lilac St, Tom Price 02/09/2022 - 24/11/2022	182.91	
1004510184	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 3/19 Allambi Way, Tom Price 31/08/2022 - 24/11/2022	87.55	
1004511604	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 2/02 Canberra Dve, Tom Price 31/08/2022 - 23/11/2022	324.86	
1004511646	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 3/02 Canberra Dve, Tom Price 31/08/2022 - 23/11/2022	330.06	
1004518260	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 98 Oleander St, Tom Price 02/09/2022 - 25/11/2022	188.55	
1004524193	11/12/2022	RIO TINTO - PILBARA IRON	Electricity consumption for 4 Weelamurra Ct, Tom Price 30/08/2022 - 26/11/2022	449.74	
		RIO TINTO - PILBARA IRON Total		2504.87	\$2,504.87

Reference Number	Date	Name	Description	Invoice Amount	
EFT64130	12/01/2023	ROCKEND TECHNOLOGY PTY LTD	Payment		\$308.00
MRIAUS196053	08/01/2023	ROCKEND TECHNOLOGY PTY LTD	Property Tree Monthly Subscription January 2023	308.00	
		ROCKEND TECHNOLOGY PTY LTD Total		308.00	\$308.00
EFT64131	12/01/2023	RORY DE PLEDGE	Payment		\$890.27
CRTRAVEL20221213	13/12/2022	RORY DE PLEDGE	Cr De Pledge travel expense for Ordinary Meeting of Council in Tom Price 13/12/2022	890.27	
		RORY DE PLEDGE Total		890.27	\$890.27
EFT64132	12/01/2023	ROTTNEST CHANNEL SWIM	Payment		\$430.45
202304	06/12/2022	ROTTNEST CHANNEL SWIM	Supply merchandise for Community Virtual Rottnest Channel Swim Event	430.45	
		ROTTNEST CHANNEL SWIM Total		430.45	\$430.45
EFT64133	12/01/2023	ROYAL LIFE SAVING SOCIETY WA	Payment		\$258.00
148035	17/11/2022	ROYAL LIFE SAVING SOCIETY WA	Pool Lifeguard requalification for Employee #1157	159.00	
149402	21/12/2022	ROYAL LIFE SAVING SOCIETY WA	Bronze Medallion requalification course for public members, on charged as per fees and charges	19.80	
149411	21/12/2022	ROYAL LIFE SAVING SOCIETY WA	Bronze Medallion requalification course for public members, on charged as per fees and charges	39.60	
149403	21/12/2022	ROYAL LIFE SAVING SOCIETY WA	Bronze Medallion requalification course for public members, on charged as per fees and charges	39.60	
		ROYAL LIFE SAVING SOCIETY WA Total		258.00	\$258.00
EFT64134	12/01/2023	SAS LOCKSMITHS	Payment		\$842.39
180740	22/12/2022	SAS LOCKSMITHS	Trilock lever set and Screen door locks & keys for 27 Willow Road, Tom Price	842.39	
		SAS LOCKSMITHS Total		842.39	\$842.39
EFT64135	12/01/2023	SCHLAM ENGINEERING	Payment		\$3,326.63
102962	31/12/2022	SCHLAM ENGINEERING	Labour to drill 8 holes in turn table base plate of 2017 Western Star Prime Mover (4800AS)	2148.53	
102963	31/12/2022	SCHLAM ENGINEERING	Welding of aluminium DPF bracket on 2017 Western Star Prime Mover (4800AS)	1178.10	
		SCHLAM ENGINEERING Total		3326.63	\$3,326.63
EFT64136	12/01/2023	SEAZINC	Payment		\$366.00
1	08/12/2022	SEAZINC	Merchandise for sale at Tom Price Visitor Centre	366.00	
		SEAZINC Total		366.00	\$366.00
EFT64137	12/01/2023	SHIRE OF ASHBURTON	Payment		\$33.25
T1	09/01/2023	SHIRE OF ASHBURTON	CITF Commission's collected for December 2022	8.25	
T2	09/01/2023	SHIRE OF ASHBURTON	BRB Commissions collected on approved applications December 2022	25.00	
		SHIRE OF ASHBURTON Total		33.25	\$33.25
EFT64138	12/01/2023	SHIRE OF ASHBURTON	Payment		\$3,510.00
DEDUCTION	18/12/2022	SHIRE OF ASHBURTON	Payroll deductions	2000.00	
DEDUCTION	01/01/2023	SHIRE OF ASHBURTON	Payroll deductions	1510.00	
		SHIRE OF ASHBURTON Total		3510.00	\$3,510.00
EFT64139	12/01/2023	SHIRLENE'S FACEPAINTING	Payment		\$1,200.00
5	20/12/2022	SHIRLENE'S FACEPAINTING	Face Painting services for Onslow's Christmas celebration 10/12/2022	1200.00	
		SHIRLENE'S FACEPAINTING Total		1200.00	\$1,200.00
EFT64140	12/01/2023	SIGMA CHEMICALS	Payment		\$2,531.10
162601/01	06/12/2022	SIGMA CHEMICALS	Chemicals for Tom Price swimming pool	2531.10	
		SIGMA CHEMICALS Total		2531.10	\$2,531.10
EFT64141	12/01/2023	SODEXO REMOTE SITES AUSTRALIA	Payment		\$629.09
QUO-21021-Y9Y3J0	04/01/2023	SODEXO REMOTE SITES AUSTRALIA	Meals for Pannawonica school holiday program facilitator	629.09	
		SODEXO REMOTE SITES AUSTRALIA Total		629.09	\$629.09
EFT64142	12/01/2023	SODEXO - RENTAL PAYMENTS	Payment		\$41,483.90
PM01-042202	14/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 294 Samson Ave, Paraburdoo 28/12/2022 - 27/01/2023	1042.86	
PM01-042201	14/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 487 Robe Ave, Paraburdoo 28/12/2022 - 27/01/2023	1086.31	
PM01-042375	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 144 Cedar St, Tom Price 01/01/2023 - 31/01/2023	1516.66	
PM01-042254	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 17B Cogelup Way, Tom Price 01/01/2023 - 31/01/2023	1300.00	
PM01-042269	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 21B Cogelup Way, Tom Price 01/01/2023 - 31/01/2023	1516.66	
PM01-042404	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 423 Hibiscus St, Tom Price 01/01/2023 - 31/01/2023	1516.67	
PM01-042400	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 2/02 Kanberra Dve, Tom Price 01/01/2023 - 31/01/2023	910.00	
PM01-042333	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 3/02 Kanberra Dve, Tom Price 01/01/2023 - 31/01/2023	1516.66	
PM01-042257	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 3/10 Kanberra Dve, Tom Price 01/01/2023 - 31/01/2023	823.33	
PM01-042361	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 397 Acalypha St, Tom Price 01/01/2023 - 31/01/2023	1300.00	

Reference Number	Date	Name	Description	Invoice Amount	
PM01-042267	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 2/19 Allambi Pl, Tom Price 01/01/2023 - 31/01/2023	1516.67	
PM01-042366	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 2/23 Allambi Pl, Tom Price 01/01/2023 - 31/01/2023	1191.67	
PM01-042364	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 3/19 Allambi Pl, Tom Price 01/01/2023 - 31/01/2023	736.66	
PM01-042263	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 3/25 Allambi Pl, Tom Price 01/01/2023 - 31/01/2023	910.00	
PM01-042256	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 280 Ashburton Ave, Paraburdoo 01/01/2023 - 31/01/2023	1303.57	
PM01-042415	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 159 Cassia St, Tom Price 01/01/2023 - 31/01/2023	1738.10	
PM01-042261	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 726 Yiluk St, Tom Price 01/01/2023 - 31/01/2023	1300.00	
PM01-042406	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 27 Lilac St, Tom Price 01/01/2023 - 31/01/2023	1516.67	
PM01-042427	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 816 Kulai St, Tom Price 01/01/2023 - 31/01/2023	1321.66	
PM01-042408	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 4/06 Canberra Dve, Tom Price 01/01/2023 - 31/01/2023	1300.00	
PM01-042365	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 4/04 Canberra Dve, Tom Price 01/01/2023 - 31/01/2023	910.00	
PM01-042363	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 1217 Wilgerup Pl, Tom Price 01/01/2023 - 31/01/2023	1516.67	
PM01-042262	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 9 Weelamurra Crt, Tom Price 01/01/2023 - 31/01/2023	1651.19	
PM01-042371	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 4 Weelamurra Crt, Tom Price 01/01/2023 - 31/01/2023	1408.33	
PM01-042348	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 18 Weelamurra Crt, Tom Price 01/01/2023 - 31/01/2023	1516.66	
PM01-0422620	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 1175 Tarwonga Cct, Tom Price 01/01/2023 - 31/01/2023	1998.81	
PM01-042253	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 1167 Tarwonga Cct, Tom Price 01/01/2023 - 31/01/2023	1998.81	
PM01-042250	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 1166 Tarwonga Cct, Tom Price 01/01/2023 - 31/01/2023	2172.62	
PM01-042282	19/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 20 Lilac St, Tom Price 01/01/2023 - 31/01/2023	1213.33	
PM01-042542	28/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 2/04 Canberra Dve, Tom Price 08/01/2023 - 07/02/2023	910.00	
PM01-042536	28/12/2022	SODEXO - RENTAL PAYMENTS	Rent for 4/10 Canberra Dve, Tom Price 08/01/2023 - 07/02/2023	823.33	
		SODEXO - RENTAL PAYMENTS Total		41483.90	\$41,483.90
EFT64143	12/01/2023	SPICK AND SPAN PROPERTY	Payment		\$866.25
00000225	31/12/2022	SPICK AND SPAN PROPERTY	Contract cleaner for Sunday 4th December for Shire facilities	866.25	
		SPICK AND SPAN PROPERTY Total		866.25	\$866.25
EFT64144	12/01/2023	SRS AUSTRALIA PTY LTD	Payment		\$751.18
25511	16/11/2022	SRS AUSTRALIA PTY LTD	Replacement basketball backboard part for Paraburdoo Swimming Pool	751.18	
		SRS AUSTRALIA PTY LTD Total		751.18	\$751.18
EFT64145	12/01/2023	ST JOHN AMBULANCE WA	Payment		\$726.00
FAINV01042374	21/12/2022	ST JOHN AMBULANCE WA	Room hire for Nurturing November 2022 community sessions	726.00	
		ST JOHN AMBULANCE WA Total		726.00	\$726.00
EFT64146	12/01/2023	STIHL SHOP OSBORNE PARK	Payment		\$210.00
74955#7	14/12/2022	STIHL SHOP OSBORNE PARK	Bruch cutter heads and cutting line for Onslow Airport airside	210.00	
		STIHL SHOP OSBORNE PARK Total		210.00	\$210.00
EFT64147	12/01/2023	SUNNY SIGN COMPANY PTY LTD	Payment		\$919.73
490721	14/12/2022	SUNNY SIGN COMPANY PTY LTD	Security signs for Onslow Airport	919.73	
		SUNNY SIGN COMPANY PTY LTD Total		919.73	\$919.73
EFT64148	12/01/2023	T.J. DEPIAZZI & SONS	Payment		\$8,892.23
126679	29/12/2022	T.J. DEPIAZZI & SONS	Lawn Mix for Tom Price Greening Ashburton	8892.23	
		T.J. DEPIAZZI & SONS Total		8892.23	\$8,892.23
EFT64149	12/01/2023	TELSTRA LIMITED	Payment		\$1,774.14
1467928584-T311-	25/12/2022	TELSTRA LIMITED	Monthly telephone charges	29.00	
1112743032-T311-	27/12/2022	TELSTRA LIMITED	Monthly telephone charges	116.00	
1467928485-T311-	02/01/2023	TELSTRA LIMITED	Monthly telephone charges	562.80	
1467928501-T311-	02/01/2023	TELSTRA LIMITED	Monthly telephone charges	957.00	
5762935200-	06/01/2023	TELSTRA LIMITED	Monthly telephone charges	109.34	
		TELSTRA LIMITED Total		1774.14	\$1,774.14
EFT64150	12/01/2023	THE WORKWEAR GROUP	Payment		\$664.42
14454995	16/11/2022	THE WORKWEAR GROUP	Uniform order for Employee #726	72.68	
14519624	08/12/2022	THE WORKWEAR GROUP	Supply uniforms for employee #1902	473.60	
14535300	19/12/2022	THE WORKWEAR GROUP	Uniform order for Employee # 1992	118.14	
		THE WORKWEAR GROUP Total		664.42	\$664.42

Reference Number	Date	Name	Description	Invoice Amount	
EFT64151	12/01/2023	TILES EXPO	Payment		\$1,749.13
629881	14/12/2022	TILES EXPO	Supply grout for tile repairs 9 Third Avenue Onslow	9.00	
631989	14/12/2022	TILES EXPO	Supply assorted grouting and waterproofing supplies for 98 Oleander St Tom Price	1740.13	
		TILES EXPO Total		1749.13	\$1,749.13
EFT64152	12/01/2023	TNT EXPRESS (FEDEX EXPRESS T/AS)	Payment		\$170.65
65457083	24/12/2022	TNT EXPRESS (FEDEX EXPRESS T/AS)	Week 30 - Con# 980206501623 - freight water samples from Tom Price to Pathwest 12/12/2022	170.65	
		TNT EXPRESS (FEDEX EXPRESS T/AS) Total		170.65	\$170.65
EFT64153	12/01/2023	TOLL GLOBAL EXPRESS (2085060)	Payment		\$2,293.89
1633-3VA230	18/12/2022	TOLL GLOBAL EXPRESS (2085060)	Freight charges	1193.54	
1634-3VA230	25/12/2022	TOLL GLOBAL EXPRESS (2085060)	Freight charges	234.22	
1635-3VA230	01/01/2023	TOLL GLOBAL EXPRESS (2085060)	Freight charges	63.98	
1636-3VA230	08/01/2023	TOLL GLOBAL EXPRESS (2085060)	Freight charges	802.15	
		TOLL GLOBAL EXPRESS (2085060) Total		2293.89	\$2,293.89
EFT64154	12/01/2023	TOLL GLOBAL EXPRESS (2085599)	Payment		\$227.58
0443-80742816	25/12/2022	TOLL GLOBAL EXPRESS (2085599)	Freight charges	227.58	
		TOLL GLOBAL EXPRESS (2085599) Total		227.58	\$227.58
EFT64155	12/01/2023	TOM PRICE AUTOPRO	Payment		\$421.80
00002490	21/12/2022	TOM PRICE AUTOPRO	Parts for PTR31 - Hino 500 series Hiab (1GHN008)	79.80	
00002518	03/01/2023	TOM PRICE AUTOPRO	Battery and cream polish for Toyota Prado GXL (1004AS)	302.00	
00002536	04/01/2023	TOM PRICE AUTOPRO	Gear oil for Toyota Hilux 4x2 Workmate	40.00	
		TOM PRICE AUTOPRO Total		421.80	\$421.80
EFT64156	12/01/2023	TOM PRICE MEDICAL CENTRE PTY LTD	Payment		\$385.00
235380KMG	28/12/2022	TOM PRICE MEDICAL CENTRE PTY LTD	Pre-employment medical assessment 28/12/2022	385.00	
		TOM PRICE MEDICAL CENTRE PTY LTD Total		385.00	\$385.00
EFT64157	12/01/2023	TOM PRICE TYRES	Payment		\$7,800.00
10044103	20/12/2022	TOM PRICE TYRES	1000 Litres of 15W40 Engine Oil for Shire fleet	7800.00	
		TOM PRICE TYRES Total		7800.00	\$7,800.00
EFT64158	12/01/2023	TOP MACHINE SERVICES	Payment		\$756.00
00041114	17/11/2022	TOP MACHINE SERVICES	Restock of Slushie machine mixes for Tom Price swimming pool	756.00	
		TOP MACHINE SERVICES Total		756.00	\$756.00
EFT64159	12/01/2023	TORQUE TECH MECHANICAL & TYRE	Payment		\$2,298.95
56.775	19/12/2022	TORQUE TECH MECHANICAL & TYRE	Supply of 4 x 11R22.5 Advance GL671Tyres for PTL21 Tandem Axle Dolly (1TNV089)	1760.00	
56.890	09/01/2023	TORQUE TECH MECHANICAL & TYRE	Windscreen Replacement for Toyota Hilux 4x4 (AS8715)	538.95	
		TORQUE TECH MECHANICAL & TYRE Total		2298.95	\$2,298.95
EFT64160	12/01/2023	TYRES4U PTY LTD	Payment		\$1,965.04
PS915777	02/12/2022	TYRES4U PTY LTD	GL909a Advance drive tyres for Ashburton Downs Road Resheet	1965.04	
		TYRES4U PTY LTD Total		1965.04	\$1,965.04
EFT64161	12/01/2023	VIVA ENERGY AUSTRALIA PTY LTD	Payment		\$16,902.97
7400732	31/12/2022	VIVA ENERGY AUSTRALIA PTY LTD	Fuel usage for the period - 01/12/2022 to 31/12/2022	12580.55	
7400732	31/12/2022	VIVA ENERGY AUSTRALIA PTY LTD	Fuel usage for the period - 01/12/2022 to 31/12/2022	4322.42	
		VIVA ENERGY AUSTRALIA PTY LTD Total		16902.97	\$16,902.97
EFT64162	12/01/2023	VORGEE PTY LTD	Payment		\$595.65
00170662	09/12/2022	VORGEE PTY LTD	Items for on sale Onslow aquatic centre Pro shop kiosk	595.65	
		VORGEE PTY LTD Total		595.65	\$595.65
EFT64163	12/01/2023	WA Machinery Glass	Payment		\$352.00
00034684	19/12/2022	WA Machinery Glass	Replacement rear window glass for Bobcat 5600	352.00	
		WA Machinery Glass Total		352.00	\$352.00
EFT64164	12/01/2023	WA RETICULATION SUPPLIES	Payment		\$4,657.50
N1659	20/12/2022	WA RETICULATION SUPPLIES	Supply reticulation parts for Tom Price dry parks and reserves	207.20	
N2369	05/01/2023	WA RETICULATION SUPPLIES	Supply of 48 Rainbird 6504 Sprinklers for Tom Price parks and ovals	4450.30	
		WA RETICULATION SUPPLIES Total		4657.50	\$4,657.50
EFT64165	12/01/2023	WATTLEUP TRACTORS	Payment		\$4,864.95
1291271	15/12/2022	WATTLEUP TRACTORS	Supply EHD 180 Gear box assembly for Paraburdoo Towns Maintenance	4864.95	

Reference Number	Date	Name	Description	Invoice Amount	
		WATTLEUP TRACTORS Total		4864.95	\$4,864.95
EFT64166	12/01/2023	WEST AUSTRALIAN NEWSPAPERS	Payment		\$990.00
1028532720221231-	31/12/2022	WEST AUSTRALIAN NEWSPAPERS	Full page advertising in the Western Australia 14/12/2022 for Shire's 2022 wrap	990.00	
		WEST AUSTRALIAN NEWSPAPERS Total		990.00	\$990.00
EFT64167	12/01/2023	WESTERN DIAGNOSTIC PATHOLOGY	Payment		\$8,751.16
36575972	16/12/2022	WESTERN DIAGNOSTIC PATHOLOGY	WHS Consultancy Services - December 2022	4906.44	
36575992	16/12/2022	WESTERN DIAGNOSTIC PATHOLOGY	WHS Consultancy Services - December 2022	3729.77	
36594896	20/12/2022	WESTERN DIAGNOSTIC PATHOLOGY	WHS Consultancy Services - December 2022	114.95	
		WESTERN DIAGNOSTIC PATHOLOGY Total		8751.16	\$8,751.16
EFT64168	12/01/2023	WESTRAC PTY LTD	Payment		\$1,039.02
PI7740541	14/12/2022	WESTRAC PTY LTD	Supply 4x sets impact gloves for Tom Price Works Depot	244.77	
PI7766053	21/12/2022	WESTRAC PTY LTD	Freight of Harness for Grader, damaged on the job	83.73	
PI7790200	02/01/2023	WESTRAC PTY LTD	Harness for Grader, damaged on the job at Ashburton Downs Road Resheet	173.32	
PI7795941	03/01/2023	WESTRAC PTY LTD	2x Rubber mounts for CAT 2017 Roller Vibratory Compactor (1GNS489)	477.27	
PI7803766	05/01/2023	WESTRAC PTY LTD	Fuel filters for CAT 2017 Roller Vibratory Compactor (1GNS489)	59.93	
		WESTRAC PTY LTD Total		1039.02	\$1,039.02
EFT64169	12/01/2023	WHITEHAUS ARCHITECTS PTY LTD	Payment		\$3,250.50
INV-22266	22/12/2022	WHITEHAUS ARCHITECTS PTY LTD	Concept plans for group housing Watson Dve, Onslow	3250.50	
		WHITEHAUS ARCHITECTS PTY LTD Total		3250.50	\$3,250.50
EFT64170	12/01/2023	WINC AUSTRALIA PTY LIMITED	Payment		\$2,175.42
9040892072	15/11/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Pannawonica Geeks & Freaks Gaming Event 09/11/2022	291.96	
9041165495	13/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price administration building	17.97	
9041166692	13/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price and Paraburdoo waste sites	456.63	
9041165508	13/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price depot	63.98	
9041167360	13/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Pannawonica Geeks & Freaks Gaming Event 9/11/22	17.97	
9041171882CN	14/12/2022	WINC AUSTRALIA PTY LIMITED	Credit on invoice 9040898424 for items damaged in transit	-15.15	
9041181085	14/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price and Paraburdoo waste sites	69.04	
9041182164	14/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price and Paraburdoo waste sites	12.21	
9041182424	14/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price depot	20.79	
9041183232	14/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price depot	7.44	
9041196330	15/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price and Paraburdoo waste sites	12.41	
9041209944	16/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery order for Tom Price depot	55.90	
9041207162	16/12/2022	WINC AUSTRALIA PTY LIMITED	Assorted stationery for Tom Price administration building	16.10	
9041215541	19/12/2022	WINC AUSTRALIA PTY LIMITED	Supplies for Tom Price and Paraburdoo Waste sites	118.28	
9041249355	21/12/2022	WINC AUSTRALIA PTY LIMITED	Stationary items for Onslow Airport administration	21.36	
9041252749	21/12/2022	WINC AUSTRALIA PTY LIMITED	Cleaning supplies for Tom Price and Paraburdoo Waste sites	15.58	
9041251559	21/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Airport administration	59.66	
9041273008	23/12/2022	WINC AUSTRALIA PTY LIMITED	Stationary items for Onslow Airport administration	35.64	
9041270836	23/12/2022	WINC AUSTRALIA PTY LIMITED	Whiteboard for Tom Price administration	449.90	
9041281522	28/12/2022	WINC AUSTRALIA PTY LIMITED	Stationary items for Tom Price Depot	12.41	
9041288632	29/12/2022	WINC AUSTRALIA PTY LIMITED	Supplies for Tom Price and Paraburdoo Waste sites	143.84	
9041288690	29/12/2022	WINC AUSTRALIA PTY LIMITED	Stationary items for Tom Price Depot	71.92	
9041286347	29/12/2022	WINC AUSTRALIA PTY LIMITED	Assorted stationery items for Tom Price administration	12.41	
9041286561	29/12/2022	WINC AUSTRALIA PTY LIMITED	Assorted stationery items for Tom Price administration	35.95	
9041295498	30/12/2022	WINC AUSTRALIA PTY LIMITED	Supplies for Tom Price and Onslow waste sites	70.73	
9041295377	30/12/2022	WINC AUSTRALIA PTY LIMITED	Stationary items for Tom Price Depot	13.11	
9041296362	30/12/2022	WINC AUSTRALIA PTY LIMITED	Supplies for Tom Price and Paraburdoo waste facility sites	56.58	
9041296262	30/12/2022	WINC AUSTRALIA PTY LIMITED	Cleaning supplies for Tom Price and Paraburdoo Waste sites	30.80	
		WINC AUSTRALIA PTY LIMITED Total		2175.42	\$2,175.42
EFT64171	12/01/2023	WORMALD AUSTRALIA	Payment		\$9,999.94
8814037	24/10/2022	WORMALD AUSTRALIA	Fire Equipment Inspection, Testing and Servicing for 7 Anketell Onslow - September 2022	130.63	
8855319	16/12/2022	WORMALD AUSTRALIA	Fire Extinguishers and blankets inspection Onslow Sun Chalets	121.00	
8855320	16/12/2022	WORMALD AUSTRALIA	Fire equipment inspection, testing and tagging Paraburdoo Child care	1049.21	

Reference Number	Date	Name	Description	Invoice Amount	
8855388	16/12/2022	WORMALD AUSTRALIA	Emergency equipment inspection, testing and tagging Onslow Airport	1170.40	
8855390	16/12/2022	WORMALD AUSTRALIA	Fire equipment inspection, testing and servicing Onslow and Paraburdoo properties	4029.36	
8855391	16/12/2022	WORMALD AUSTRALIA	Fire equipment inspection, testing and servicing Pannawonica library	22.00	
8855392	16/12/2022	WORMALD AUSTRALIA	Fire equipment inspection, testing and servicing Paraburdoo properties	1855.39	
8859564	21/12/2022	WORMALD AUSTRALIA	Supply and install 2 new fixed type fire hose reels at Onslow Airport	1621.95	
		WORMALD AUSTRALIA Total		9999.94	\$9,999.94
EFT64172	20/01/2023	AFLEX TECHNOLOGY (NZ) LTD	Payment		\$1,386.00
00012715	10/01/2023	AFLEX TECHNOLOGY (NZ) LTD	Supply rocker SP 017 00 for Staircase to the moon event	1386.00	
		AFLEX TECHNOLOGY (NZ) LTD Total		1386.00	\$1,386.00
EFT64173	20/01/2023	ALCOLIZER PTY LTD	Payment		\$146.30
267708	05/01/2023	ALCOLIZER PTY LTD	Onslow Airport Alcolizer LE5 - 6 months Calibration Module Exchange	146.30	
		ALCOLIZER PTY LTD Total		146.30	\$146.30
EFT64174	20/01/2023	ANGELA DAVIDSON (EMP #1845)	Payment		\$15.00
EXPENSE20230111	11/01/2023	ANGELA DAVIDSON (EMP #1845)	Refund as EFT63866 was rejected by bank 16/12/2022 due to transposed figures in BSB	15.00	
		ANGELA DAVIDSON (EMP #1845) Total		15.00	\$15.00
EFT64175	20/01/2023	AIM WA	Payment		\$7,304.00
7144563	29/11/2022	AIM WA	Leadership Development Program Course - Module 5 customisation and delivery	3652.00	
7144564	29/11/2022	AIM WA	Leadership Development Program Course - Module 6 customisation and delivery	3652.00	
		AIM WA Total		7304.00	\$7,304.00
EFT64176	20/01/2023	BENNCO GROUP	Payment		\$364.38
INV-7700	17/01/2023	BENNCO GROUP	Supply and replace smoke alarm 797 Kulai Street Tom Price	364.38	
		BENNCO GROUP Total		364.38	\$364.38
EFT64177	20/01/2023	BEVAN DRAGE (EMP #868)	Payment		\$74.20
EXPENSE20230116	16/01/2023	BEVAN DRAGE (EMP #868)	Reimbursement of fuel expenses due to Shire fuel card not working 17/11/2022	74.20	
		BEVAN DRAGE (EMP #868) Total		74.20	\$74.20
EFT64178	20/01/2023	BLACKWOODS PTY LTD	Payment		\$2,915.65
SI03339821	01/12/2022	BLACKWOODS PTY LTD	15x packs Sqwinchers Frozen Icy Poles for Paraburdoo Town Maintenance	113.39	
SI03329744	01/12/2022	BLACKWOODS PTY LTD	Straw hats, safety specs and insect repellent for Onslow Pool staff and Tom Price PPE room	236.74	
SI03340421	02/12/2022	BLACKWOODS PTY LTD	12x pairs Maxicut gloves for Paraburdoo Town Maintenance	165.79	
SI03536724	30/12/2022	BLACKWOODS PTY LTD	2x 20 litre weed killer for Onslow Airport	516.80	
SI03605699	11/01/2023	BLACKWOODS PTY LTD	3x work shirts for Onslow Town Maintenance staff	77.24	
SI03607227	12/01/2023	BLACKWOODS PTY LTD	1x workpants for Tom Price waste services employee	75.90	
SI03607219	12/01/2023	BLACKWOODS PTY LTD	2x workpants for Tom Price Waste Services employee	151.80	
SI03634769	16/01/2023	BLACKWOODS PTY LTD	6x cradle decanters for Onslow Depot	1377.61	
SI03631147	16/01/2023	BLACKWOODS PTY LTD	4x rolls mesh barricade for Ocean View Caravan Park stage 3 works	200.38	
		BLACKWOODS PTY LTD Total		2915.65	\$2,915.65
EFT64179	20/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Payment		\$4,131.28
1823	20/10/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Waste removal from Tom Price Visitors Bay dump point 10/10/2022	1023.00	
2272	28/11/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Repair overloaded thermostat 604 Boolee St Tom Price	154.00	
2338	05/12/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Sludge waste removal Tom Price Depot wash down pad 21/11/2022	792.00	
2591	11/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Replace floodlight & protect cable for pace clock Tom Price Swimming Pool	2162.28	
		BYBLOS CONSTRUCTIONS-TOM PRICE Total		4131.28	\$4,131.28
EFT64180	20/01/2023	CABCHARGE PAYMENTS PTY LTD	Payment		\$1,973.86
25069995P2212	28/11/2022	CABCHARGE PAYMENTS PTY LTD	Cabcharges for period 31/10/2022 - 27/11/2022	1187.56	
25069995P2213	26/12/2022	CABCHARGE PAYMENTS PTY LTD	Cabcharges for period 28/11/2022 - 25/12/2022	786.30	
		CABCHARGE PAYMENTS PTY LTD Total		1973.86	\$1,973.86
EFT64181	20/01/2023	CAMPBELL'S CANNING VALE	Payment		\$627.60
42175	19/12/2022	CAMPBELL'S CANNING VALE	Food items for sale at Onslow Airport Kiosk	627.60	
		CAMPBELL'S CANNING VALE Total		627.60	\$627.60
EFT64182	20/01/2023	CENTURION TRANSPORT CO PTY LTD	Payment		\$698.67
SI0501218	08/01/2023	CENTURION TRANSPORT CO PTY LTD	Freight charges Perth - Paraburdoo	698.67	
		CENTURION TRANSPORT CO PTY LTD Total		698.67	\$698.67
EFT64183	20/01/2023	CIVIC LEGAL	Payment		\$1,468.61

Reference Number	Date	Name	Description	Invoice Amount	
510781	31/12/2022	CIVIC LEGAL	Legal services - Native title request for release of documents	1468.61	
		CIVIC LEGAL Total		1468.61	\$1,468.61
EFT64184	20/01/2023	COCA-COLA AMATIL (AUST) PTY LTD	Payment		\$822.88
230378121	16/01/2023	COCA-COLA AMATIL (AUST) PTY LTD	Assorted drinks for on sale Onslow Airport Kiosk	822.88	
		COCA-COLA AMATIL (AUST) PTY LTD Total		822.88	\$822.88
EFT64185	20/01/2023	CORPORATE TRAVEL MANAGEMENT	Payment		\$426.81
I.0015995426	01/12/2022	CORPORATE TRAVEL MANAGEMENT	Booking #B11782104 Flight (Perth-Para) for Finance Contractor 02/12/2022	426.81	
		CORPORATE TRAVEL MANAGEMENT Total		426.81	\$426.81
EFT64186	20/01/2023	DICE SOLUTIONS	Payment		2157.85
17915	20/10/2022	DICE SOLUTIONS	Repairs to smoke alarm and push button timer in Onslow Water Spray Park toilets	622.58	
17917	20/10/2022	DICE SOLUTIONS	Programming alteration to lights at Onslow Aquatic Centre	77.00	
17993	28/10/2022	DICE SOLUTIONS	Roof mount tripod & poles for Pilbara Regional Waste Management Facility	152.90	
17988	28/10/2022	DICE SOLUTIONS	Tripod & pole for the antenna for Ashburton Downs Road camp	76.45	
18350	16/01/2023	DICE SOLUTIONS	Supply and install 2x fan speed controllers for 3/5 Anketell Court Onslow	304.92	
18351	16/01/2023	DICE SOLUTIONS	Inspect and report on faulty street lights on Airport Access Road Onslow	924.00	
		DICE SOLUTIONS Total		2157.85	\$2,157.85
EFT64187	20/01/2023	DIRECT TRADES SUPPLY PTY LTD	Payment		\$977.50
591819	10/01/2023	DIRECT TRADES SUPPLY PTY LTD	Silvan pump and fittings for Tom Price right of ways grounds maintenance works	590.00	
592787	13/01/2023	DIRECT TRADES SUPPLY PTY LTD	10 x ratchet tie downs for Ashburton Downs Road works	249.50	
592710	13/01/2023	DIRECT TRADES SUPPLY PTY LTD	6 x Aqua Broom Head for Hino 500 Series 2630 Rear loading Refuse Truck (1ETQ313)	138.00	
		DIRECT TRADES SUPPLY PTY LTD Total		977.50	\$977.50
EFT64188	20/01/2023	DOONGURRA CIVIL MINING	Payment		\$20,392.32
INV-0413	11/01/2023	DOONGURRA CIVIL MINING	Cattle Grid Replacement Works Red Hill Road, Yanrey Road and Uaroo - Glenflorrie Road	20392.32	
		DOONGURRA CIVIL MINING Total		20392.32	\$20,392.32
EFT64189	20/01/2023	EMIRGE PTY LTD	Payment		\$1,214,915.55
V00000899	30/12/2022	EMIRGE PTY LTD	Construction of Combined Emergency Services, Tom Price - progress claim 14	28493.42	
V00000900	30/12/2022	EMIRGE PTY LTD	Design and Construction of Tom Price and Paraburdoo Multipurpose Courts - progress claim 7	1186422.13	
		EMIRGE PTY LTD Total		1214915.55	\$1,214,915.55
EFT64190	20/01/2023	ENVIROBOOK	Payment		\$1,431.44
00006465	21/11/2022	ENVIROBOOK	Merchandise for sale at Tom Price Visitor Centre	1431.44	
		ENVIROBOOK Total		1431.44	\$1,431.44
EFT64191	20/01/2023	FIRST NATIONAL REAL ESTATE	Payment		\$13,035.71
019836	10/01/2023	FIRST NATIONAL REAL ESTATE	Rent for 10/327 Warara St, Tom Price 01/02/2023 - 28/02/2023	6952.38	
019963	17/01/2023	FIRST NATIONAL REAL ESTATE	Rent for 5/327 Warara St, Tom Price 01/02/2023 - 28/02/2023	6083.33	
		FIRST NATIONAL REAL ESTATE Total		13035.71	\$13,035.71
EFT64192	20/01/2023	GREENFIELD TECHNICAL SERVICES	Payment		\$57,506.04
INV-3071	31/12/2022	GREENFIELD TECHNICAL SERVICES	Technical support for maintenance grading works Roebourne - Wittenoom Road	57506.04	
		GREENFIELD TECHNICAL SERVICES Total		57506.04	\$57,506.04
EFT64193	20/01/2023	HERSEYS SAFETY PTY LTD	Payment		\$462.00
INV-1663	13/01/2023	HERSEYS SAFETY PTY LTD	2x backpack sprayers for Onslow town maintenance	462.00	
		HERSEYS SAFETY PTY LTD Total		462.00	\$462.00
EFT64194	20/01/2023	HORIZON POWER	Payment		\$120.84
522432-2101547892	09/01/2023	HORIZON POWER	Electricity consumption for 83 Second Ave, Onslow 08/11/2022 - 06/01/2023	120.84	
		HORIZON POWER Total		120.84	\$120.84
EFT64195	20/01/2023	HOUSPECT WA	Payment		\$22,419.10
79831	17/01/2023	HOUSPECT WA	Building inspection reports for various residential properties Tom Price and Paraburdoo	22419.10	
		HOUSPECT WA Total		22419.10	\$22,419.10
EFT64196	20/01/2023	IT VISION AUSTRALIA PTY LTD	Payment		\$5,958.34
37642	31/10/2022	IT VISION AUSTRALIA PTY LTD	Monthly payroll service fee	5958.34	
		IT VISION AUSTRALIA PTY LTD Total		5958.34	\$5,958.34
EFT64197	20/01/2023	JAMES BENNETT PTY LTD	Payment		\$46.16
4786355	19/12/2022	JAMES BENNETT PTY LTD	Books for Paraburdoo Library - November 2022	12.59	
4786356	19/12/2022	JAMES BENNETT PTY LTD	Books for Onslow Library - November 2022	13.99	

Reference Number	Date	Name	Description	Invoice Amount	
4786357	19/12/2022	JAMES BENNETT PTY LTD	Books for Tom Price Library - November 2022	12.59	
4787034	03/01/2023	JAMES BENNETT PTY LTD	Books for Paraburdoo Library - November 2022	6.99	
		JAMES BENNETT PTY LTD Total		46.16	\$46.16
EFT64198	20/01/2023	JAPANESE TRUCK & BUS SPARES	Payment		\$504.25
472978	16/01/2023	JAPANESE TRUCK & BUS SPARES	Window switch on 2010 Mitsubishi Fuso Prime Mover (AS8327)	504.25	
		JAPANESE TRUCK & BUS SPARES Total		504.25	\$504.25
EFT64199	20/01/2023	JBS&G AUSTRALIA PTY LTD	Payment		\$26,477.00
97401	31/10/2022	JBS&G AUSTRALIA PTY LTD	Licence amendment works for the PRWMF Class IV	24695.00	
98017	30/11/2022	JBS&G AUSTRALIA PTY LTD	Professional consultancy services - Section 19 and conditional works Land & Asset compliance	1782.00	
		JBS&G AUSTRALIA PTY LTD Total		26477.00	\$26,477.00
EFT64200	20/01/2023	JON A' COURT (EMPLOYEE #2013)	Payment		\$685.98
EXPENSE20230113	13/01/2023	JON A' COURT (EMPLOYEE #2013)	Reimbursement of fuel expenses 24/12/2022 and 21/12/2022	685.98	
		JON A' COURT (EMPLOYEE #2013) Total		685.98	\$685.98
EFT64201	20/01/2023	KHB MOBILE MECHANICAL PTY LTD	Payment		\$392.37
00026937	16/01/2023	KHB MOBILE MECHANICAL PTY LTD	Vehicle service for Toyota Fortuner AS9625	392.37	
		KHB MOBILE MECHANICAL PTY LTD Total		392.37	\$392.37
EFT64202	20/01/2023	LO-GO APPOINTMENTS	Payment		\$2,914.63
H1975	11/01/2023	LO-GO APPOINTMENTS	Contracting service for labour hire - financial accountant week ending 07/01/2023	2914.63	
		LO-GO APPOINTMENTS Total		2914.63	\$2,914.63
EFT64203	20/01/2023	MATIC TRANSPORT	Payment		\$93.50
000024163	31/12/2022	MATIC TRANSPORT	Freight charges for salt delivery Karratha - Onslow	93.50	
		MATIC TRANSPORT Total		93.50	\$93.50
EFT64204	20/01/2023	MCMAHON BURNETT TRANSPORT	Payment		\$422.41
00032164	31/12/2022	MCMAHON BURNETT TRANSPORT	Freight charges Perth to Onslow	513.36	
CN000739	31/12/2022	MCMAHON BURNETT TRANSPORT	Credit for overcharge on invoice 32164	-90.95	
		MCMAHON BURNETT TRANSPORT Total		422.41	\$422.41
EFT64205	20/01/2023	MINTERELLISON	Payment		\$20,790.00
11047699	10/01/2023	MINTERELLISON	Legal representation for Shire of Ashburton in Wittenoom claim	20790.00	
		MINTERELLISON Total		20790.00	\$20,790.00
EFT64206	20/01/2023	MODERN TEACHING AIDS PTY LTD	Payment		\$32.95
45218626	19/12/2022	MODERN TEACHING AIDS PTY LTD	Craft items for Paraburdoo Library programs	32.95	
		MODERN TEACHING AIDS PTY LTD Total		32.95	\$32.95
EFT64207	20/01/2023	NORTH TOM PRICE PRIMARY P&C	Payment		\$2,500.00
DONATION20221215	15/12/2022	NORTH TOM PRICE PRIMARY P&C	Community Support Grant - Round 1 Council Decision 179/2022	2500.00	
		NORTH TOM PRICE PRIMARY P&C Total		2500.00	\$2,500.00
EFT64208	20/01/2023	NTC CONTRACTING	Payment		\$16,669.40
0000003273	31/12/2022	NTC CONTRACTING	Hire of water cart, light vehicle and operator for Ashburton Downs Road works December 2022	16669.40	
		NTC CONTRACTING Total		16669.40	\$16,669.40
EFT64209	20/01/2023	OFFICE OF AUDITOR GENERAL WA	Payment		\$3,300.00
INV-0500	16/01/2023	OFFICE OF AUDITOR GENERAL WA	Audit services for 2021/2022 Roads to Recovery Grant	3300.00	
		OFFICE OF AUDITOR GENERAL WA Total		3300.00	\$3,300.00
EFT64210	20/01/2023	ONSLow CONTRACTING	Payment		\$354.20
13643	16/01/2023	ONSLow CONTRACTING	Excavate grave and insert shoring box at Onslow cemetery 06/01/2023	354.20	
		ONSLow CONTRACTING Total		354.20	\$354.20
EFT64211	20/01/2023	ONSLow GENERAL STORE	Payment		\$1,396.23
PE-01/01/2023-1	01/01/2023	ONSLow GENERAL STORE	Onslow OVCP consumables	6.88	
PE-01/01/2023-2	01/01/2023	ONSLow GENERAL STORE	Onslow Airport consumables	53.02	
PE-08/01/2023-1	08/01/2023	ONSLow GENERAL STORE	Onslow Aquatic centre consumables	4.95	
PE-08/01/2023-2	08/01/2023	ONSLow GENERAL STORE	Onslow Airport consumables	107.25	
PO75966-	08/01/2023	ONSLow GENERAL STORE	Mixed food and drink platters - Prize for winner of Onslow Float Parade 2022	300.00	
PO76000-	08/01/2023	ONSLow GENERAL STORE	Maintenance and on sale items for Onslow Aquatic centre	138.05	
PE-15/01/2023-1	15/01/2023	ONSLow GENERAL STORE	Onslow Aquatic centre consumables	77.94	

Reference Number	Date	Name	Description	Invoice Amount	
PE-15/01/2023-2	15/01/2023	ONSLow GENERAL STORE	Onslow OVCP and OSC consumables	67.94	
PE-15/01/2023-3	15/01/2023	ONSLow GENERAL STORE	Onslow Depot consumables	37.50	
PE-15/01/2023-4	15/01/2023	ONSLow GENERAL STORE	Onslow Airport consumables	102.70	
PO76019-	15/01/2023	ONSLow GENERAL STORE	Function catering for First prize Christmas Float Parade 2022 winners	500.00	
		ONSLow GENERAL STORE Total		1396.23	\$1,396.23
EFT64212	20/01/2023	ONSLow PRIMARY SCHOOL P&C	Payment		\$960.00
DONATION20221216	16/12/2022	ONSLow PRIMARY SCHOOL P&C	Community Support Grant - Round 1 Council Decision 179/2022	960.00	
		ONSLow PRIMARY SCHOOL P&C Total		960.00	\$960.00
EFT64213	20/01/2023	PARABURDOO GOLF CLUB	Payment		\$2,500.00
DONATION20221215	15/12/2022	PARABURDOO GOLF CLUB	Community Support Grant - Round 1 Council Decision 179/2022	2500.00	
		PARABURDOO GOLF CLUB Total		2500.00	\$2,500.00
EFT64214	20/01/2023	PARABURDOO HORSE CLUB INC	Payment		\$2,000.00
DONATION20221216	16/12/2022	PARABURDOO HORSE CLUB INC	Community Support Grant - Round 1 Council Decision 179/2022	2000.00	
		PARABURDOO HORSE CLUB INC Total		2000.00	\$2,000.00
EFT64215	20/01/2023	PENSKE POWER SYSTEMS	Payment		\$205.88
DPE166917P	05/01/2023	PENSKE POWER SYSTEMS	Power steering reservoir for Twitchin Road plant	205.88	
		PENSKE POWER SYSTEMS Total		205.88	\$205.88
EFT64216	20/01/2023	PEOPLESENSE BY ALTIUS	Payment		\$637.57
31670	31/12/2022	PEOPLESENSE BY ALTIUS	EAP Counselling December 2022	637.57	
		PEOPLESENSE BY ALTIUS Total		637.57	\$637.57
EFT64217	20/01/2023	PFD FOOD SERVICES PTY LTD	Payment		\$2,694.55
LF585117	10/01/2023	PFD FOOD SERVICES PTY LTD	Frozen food items for sale at Onslow Airport Kiosk	1361.55	
LF609908	12/01/2023	PFD FOOD SERVICES PTY LTD	Snack items for sale at Onslow Aquatic Centre	1333.00	
		PFD FOOD SERVICES PTY LTD Total		2694.55	\$2,694.55
EFT64218	20/01/2023	PILBARA FOOD SERVICES	Payment		\$3,052.08
S1138246	06/01/2023	PILBARA FOOD SERVICES	Snack items for on sale at Paraburdoos Swimming Pool kiosk	1081.75	
S1138267	09/01/2023	PILBARA FOOD SERVICES	1x carton bin liners for Tom Price Waste Facilities	61.55	
S1138394	12/01/2023	PILBARA FOOD SERVICES	2x bags chicken food for sentinel chicken program	83.60	
S1138406	13/01/2023	PILBARA FOOD SERVICES	Snack items for on sale at Paraburdoos Swimming Pool kiosk	60.94	
S1138493	15/01/2023	PILBARA FOOD SERVICES	Cleaning supplies for Paraburdoos and Onslow cattery and kennels	1680.64	
S1138494	18/01/2023	PILBARA FOOD SERVICES	2x bags chicken food for sentinel chicken program	83.60	
		PILBARA FOOD SERVICES Total		3052.08	\$3,052.08
EFT64219	20/01/2023	PILBARA MITRE10	Payment		6384.00
764691	01/12/2022	PILBARA MITRE10	Foam seal, no more gaps, turpentine for 98 Oleander Street	45.85	
764775	01/12/2022	PILBARA MITRE10	Spreeder notch and adhesive for 8B Anketell Court	11.60	
764786	01/12/2022	PILBARA MITRE10	Chlorine tablets for Duraquip Hydrator Water Tanker (1TRO090)	137.00	
764859	02/12/2022	PILBARA MITRE10	Tap timer, sprinkler for 98 Oleander Street	48.95	
764844	02/12/2022	PILBARA MITRE10	Watering gun, hose connector for Tom Price Depot	49.50	
764874	02/12/2022	PILBARA MITRE10	Polytube, joiner barb for Clem Thompson Oval - Surface	42.25	
765334	05/12/2022	PILBARA MITRE10	Adjustable bar, chisel knife for 98 Oleander Street	85.75	
765421	05/12/2022	PILBARA MITRE10	Respirator masks, chisel for 98 Oleander Street	74.65	
765443	05/12/2022	PILBARA MITRE10	Wet area plasterboard for 98 Oleander Street	93.00	
765352	05/12/2022	PILBARA MITRE10	Tape measure for Tom Price Street Maintenance	29.95	
765353	05/12/2022	PILBARA MITRE10	Poly elbow for Minna Oval - Surrounds	39.00	
765323	05/12/2022	PILBARA MITRE10	Sunscreen for Tom Price swimming pool	240.00	
765436	05/12/2022	PILBARA MITRE10	Culvert installation materials and staff PPE for Ashburton Downs Road	508.05	
765618	06/12/2022	PILBARA MITRE10	Edging villaboard for 98 Oleander Street	90.00	
765621	06/12/2022	PILBARA MITRE10	Poly caps, wallmate plugs, screws for 98 Oleander Street,	55.40	
765639	06/12/2022	PILBARA MITRE10	Mini cistern for 98 Oleander Street	39.50	
765613	06/12/2022	PILBARA MITRE10	Aquachek, edging board for 98 Oleander Street	383.00	
765617	06/12/2022	PILBARA MITRE10	Return of edging board for 98 Oleander Street	-131.00	
765729	07/12/2022	PILBARA MITRE10	Rollers, sandpaper, paint, no more gaps, wall brush, edge cutter for 98 Oleander Street	115.80	
765701	07/12/2022	PILBARA MITRE10	Poly pieces, nozzle hunter, dripper, jet thread, clip hose for Tom Price Dry Parks and Reserves	237.65	

Reference Number	Date	Name	Description	Invoice Amount	
765805	07/12/2022	PILBARA MITRE10	Raid insect killer for Tom Price Depot - Grounds	21.00	
765867	08/12/2022	PILBARA MITRE10	Paint stirrer, compound, jointing tape for 98 Oleander Street	47.80	
765894	08/12/2022	PILBARA MITRE10	Paint cleanup 4Lt for 98 Oleander Street	21.00	
765973	08/12/2022	PILBARA MITRE10	Steel flat bar for 2017 Western Star Prime Mover (4800AS)	46.00	
765898	08/12/2022	PILBARA MITRE10	7 x 5Lt Willow water Jugs for Truck Operators at Waste Facilities Tom Price	273.00	
766155	09/12/2022	PILBARA MITRE10	Gate hinge, pad bolt, drop bolt for 98 Oleander Street	75.25	
766157	09/12/2022	PILBARA MITRE10	Kwikset concrete for 98 Oleander Street	145.00	
766770	13/12/2022	PILBARA MITRE10	1166 Tarwonga Circuit, Tom Price Fortnightly Pool Service 13/12/2022	255.35	
766842	14/12/2022	PILBARA MITRE10	Sanding block, batteries for 98 Oleander Street	34.25	
766945	14/12/2022	PILBARA MITRE10	25lt Potting mix for Tom Price Administration grounds	43.80	
766896	14/12/2022	PILBARA MITRE10	Yard broom for Ashburton Downs Road Resheet	66.00	
767025	15/12/2022	PILBARA MITRE10	Screws, wall plugs for Tom Price Administration	27.75	
767140	15/12/2022	PILBARA MITRE10	Dry Chlorine for Paraburdoo swimming pool	455.00	
767241	16/12/2022	PILBARA MITRE10	Wall plug, screws, vent for 261 Poinciana Street	29.80	
767190	16/12/2022	PILBARA MITRE10	Micro spray jet, dripper, wetter soil for Clem Thompson Oval	40.90	
767428	17/12/2022	PILBARA MITRE10	Tap valve for Tom Price swimming pool	47.00	
767431	17/12/2022	PILBARA MITRE10	Cistern mini tap valve for Tom Price swimming pool	51.50	
767654	19/12/2022	PILBARA MITRE10	Paint, sponge, bag of rags for 98 Oleander Street	31.05	
767764	19/12/2022	PILBARA MITRE10	Garden hose, tap timer, hose joiner for 487 Robe Avenue	107.15	
767765	19/12/2022	PILBARA MITRE10	Pedestal fan for 9 Weelamurra Court	136.50	
767830	19/12/2022	PILBARA MITRE10	Blank keys for 280 Ashburton Avenue	26.80	
767846	20/12/2022	PILBARA MITRE10	Extension lead for 9 Weelamurra Court	21.50	
767847	20/12/2022	PILBARA MITRE10	Mail box for 797 Kulai Street	36.00	
768026	21/12/2022	PILBARA MITRE10	Sanding sheets, scraper, paint, no more gaps for 98 Oleander Street	177.00	
768116	21/12/2022	PILBARA MITRE10	Heavy duty rubbish bags for 27 Willow Road	38.50	
768117	21/12/2022	PILBARA MITRE10	Shower head for 27 Willow Road	53.50	
768120	21/12/2022	PILBARA MITRE10	Pedestal fan for 4 Weelamurra Court	44.50	
768133	21/12/2022	PILBARA MITRE10	Pine boards, plaster board, drill bits for 98 Oleander Street	200.50	
768355	21/12/2022	PILBARA MITRE10	Adhesive stud, screws, drill bit, plasterboards for 98 Oleander Street	132.95	
768095	21/12/2022	PILBARA MITRE10	Tie down ratchet for Paraburdoo Shopping Mall - Grounds	57.25	
768020	21/12/2022	PILBARA MITRE10	Drill bit set for Tom Price swimming pool	79.50	
768247	22/12/2022	PILBARA MITRE10	Spakfilla, scraper, no more cracks for 98 Oleander Street	70.35	
768245	22/12/2022	PILBARA MITRE10	Batteries for Tom Price Dry Parks and Reserves	37.35	
768443	23/12/2022	PILBARA MITRE10	Cistern cock, screws, angle bracket, Neeta screen rail and post for 487 Robe Avenue	135.45	
768445	23/12/2022	PILBARA MITRE10	Flex tape for 516 Lockver Avenue	40.75	
768494	23/12/2022	PILBARA MITRE10	Vehicle battery for Kubota SQ1105B Generator 11kVA	235.00	
768512	23/12/2022	PILBARA MITRE10	9Kg Gas bottle for Tom Price Depot - Grounds	92.50	
768655	23/12/2022	PILBARA MITRE10	Cable ties, nut & bolt packets for Paraburdoo swimming pool	78.40	
768911	28/12/2022	PILBARA MITRE10	20Kg Sand bricks for 1166 Tarwonga Circuit	12.00	
768938	28/12/2022	PILBARA MITRE10	Degreaser aerosol for 1217 Wilgerup Place	7.00	
769159	29/12/2022	PILBARA MITRE10	Fortnightly Pool Service at 1166 Tarwonga Circuit, Tom Price 29/12/2022	343.75	
769066	29/12/2022	PILBARA MITRE10	Hose, plunger for Nature Park - Toilets	16.50	
769179	30/12/2022	PILBARA MITRE10	Low sheen paint for 1217 Wilgerup Place	69.95	
769249	30/12/2022	PILBARA MITRE10	Silicone tubes, liquid nails for 1217 Wilgerup Place	30.95	
769181	30/12/2022	PILBARA MITRE10	Various poly pieces for Tom Price Administration - Grounds	195.05	
		PILBARA MITRE10 Total		6384.00	\$6,384.00
EFT64220	20/01/2023	PILBARA MOTOR GROUP	Payment		\$1,375.51
P129106759	10/01/2023	PILBARA MOTOR GROUP	Service kits for 6x Shire vehicles	1375.51	
		PILBARA MOTOR GROUP Total		1375.51	\$1,375.51
EFT64221	20/01/2023	PILBARA TREES	Payment		\$4,273.50
INV-1158	17/01/2023	PILBARA TREES	Removal of dead tree Caringal Street Tom Price	2293.50	
INV-1169	18/01/2023	PILBARA TREES	Removal of dead tree 1152 Tarwonga Circuit Tom Price	1980.00	
		PILBARA TREES Total		4273.50	\$4,273.50

Reference Number	Date	Name	Description	Invoice Amount	
EFT64222	20/01/2023	REECE PTY LTD	Payment		\$1,157.11
443130012	03/01/2023	REECE PTY LTD	24x Rainbird R3500a Rotor Sprinkler 100mm for Peter Sutherland Oval	1157.11	
		REECE PTY LTD Total		1157.11	\$1,157.11
EFT64223	20/01/2023	RIO TINTO - PILBARA IRON	Payment		\$50,892.70
5000733617	03/11/2022	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 9 South Rd, Tom Price OCT - Dec 2022	4149.31	
4004558922	07/12/2022	RIO TINTO - PILBARA IRON	Water consumption for Pool at 616 Fortescue Rd, Paraburdoo 22/08/2022 - 25/11/2022	1156.87	
3004573659	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for pool at 849 Willow Rd, Tom Price 24/11/2022 - 26/12/2022	5432.47	
3004575506	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Oval and pavilion Stadium Rd, Tom Price 24/11/2022 - 30/12/2022	144.90	
3004575753	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Rec centre 898 Tanunda St, Tom Price 24/11/2022 - 30/12/2022	329.78	
3004575886	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Community centre 856 Central Rd, Tom Price 24/11/2022 - 30/12/2022	820.47	
3004576124	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 293 Willow Rd, Tom Price 21/11/2022 - 30/12/2022	708.74	
3004576298	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 874 North Rd, Tom Price 21/11/2022 - 30/12/2022	466.21	
3004573667	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 2 East Rd, Tom Price 24/11/2022 - 26/12/2022	685.20	
3004573683	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Club lights at 849 Willow Rd, Tom Price 24/11/2022 - 26/12/2022	1115.02	
3004574293	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 865 Central Rd, Tom Price 24/11/2022 - 30/12/2022	567.79	
3004574509	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Bird park Central Rd, Tom Price 24/11/2022 - 30/12/2022	154.86	
3004574988	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Area W Kiosk, Tom Price 24/11/2022 - 30/12/2022	84.57	
3004575225	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 2001 Boonderoo Rd, Tom Price 24/11/2022 - 30/12/2022	1577.96	
3004575282	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Library Central Rd, Tom Price 24/11/2022 - 30/12/2022	643.62	
3004575498	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 246 Poinciana St, Tom Price 24/11/2022 - 30/12/2022	139.92	
5000892603	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 498 Sirius St, Tom Price Jan - Mar 2023	192.08	
5000895218	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 797 Kulai St, Tom Price Jan - Mar 2023	192.08	
5000895317	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 215B Grevillea St, Tom Price Jan - Mar 2023	192.08	
5000895382	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Courts Stadium Rd, Tom Price Jan - Mar 2023	71.49	
5000895648	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 27 East Rd, Tom Price Jan - Mar 2023	192.08	
5000896059	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 1143 Yanagin Pl, Tom Price Jan - Mar 2023	192.08	
5000890474	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 61 Pine St, Tom Price Jan - Mar 2023	192.08	
5000890813	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 1004 Marradong Pl, Tom Price Jan - Mar 2023	192.08	
5000890920	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 875 Central Rd, Tom Price Jan - Mar 2023	192.08	
5000890995	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 2004 Boonderoo Rd, Tom Price Jan - Mar 2023	192.08	
5000892199	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 22 Lilac St, Tom Price Jan - Mar 2023	192.08	
5000892272	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 865 Central Rd, Tom Price Jan - Mar 2023	192.08	
5000892397	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 347 Jacaranda Dr, Tom Price Jan - Mar 2023	3294.73	
5000892488	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 302 South Rd, Tom Price Jan - Mar 2023	38.43	
5000896141	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 849B Willow Rd, Tom Price Jan - Mar 2023	71.49	
5000900547	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 1152 Tarwonga Cct, Tom Price Jan - Mar 2023	192.08	
5000901016	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 1104B Jabbarup Pl, Tom Price Jan - Mar 2023	192.08	
5000901107	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 825 Warara St, Tom Price Jan - Mar 2023	192.08	
5000901511	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Bird park Central Rd, Tom Price Jan - Mar 2023	38.43	
5000903426	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 279 Carob St, Tom Price Jan - Mar 2023	192.08	
5000896232	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 17 Lilac St, Tom Price Jan - Mar 2023	192.08	
5000896471	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 874 North Rd, Tom Price Jan - Mar 2023	71.49	
5000897792	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 604 Boolee St, Tom Price Jan - Mar 2023	192.08	
5000897982	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 710 Yiluk St, Tom Price Jan - Mar 2023	192.08	
5000898121	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 981 Stadium Rd, Tom Price Jan - Mar 2023	38.43	
5000899863	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Pool at 849 Willow Rd, Tom Price Jan - Mar 2023	71.49	
5000900307	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 398 Acalypha St, Tom Price Jan - Mar 2023	192.08	
5000900356	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 215A Grevillea St, Tom Price Jan - Mar 2023	192.08	
5000903566	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 844 East Rd, Tom Price Jan - Mar 2023	68.09	
5000910157	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 987 Central Rd, Tom Price Jan - Mar 2023	192.08	
5000910348	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 178 Cassia St, Tom Price Jan - Mar 2023	192.08	
5000910660	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 605 Boolee St, Tom Price Jan - Mar 2023	192.08	
5000910827	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 246 Poinciana St, Tom Price Jan - Mar 2023	71.49	

Reference Number	Date	Name	Description	Invoice Amount
5000910900	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 897 Tanunda St, Tom Price Jan - Mar 2023	38.43
5000904408	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Area W kiosk, Tom Price Jan - Mar 2023	38.43
5000906015	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Library Central Rd, Tom Price Jan - Mar 2023	71.49
5000906106	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 60 Nameless Valley Rd, Tom Price Jan - Mar 2023	3431.48
5000907229	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Oval and pavilion Stadium Rd, Tom Price Jan - Mar 2023	38.43
5000908193	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 602 Boolee St, Tom Price Jan - Mar 2023	192.08
5000908573	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 9 South Rd, Tom Price Jan - Mar 2023	4149.31
5000909423	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 2001 Boonderoo Rd, Tom Price Jan - Mar 2023	213.67
5000909696	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 758 Mungarra St, Tom Price Jan - Mar 2023	192.08
5000911981	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 261 Poinciana St, Tom Price Jan - Mar 2023	192.08
5000917210	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Centre 856 Central Rd, Tom Price Jan - Mar 2023	71.49
5000917558	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 1104A Jabbarup Pl, Tom Price Jan - Mar 2023	192.08
5000917970	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 126 Cedar St, Tom Price Jan - Mar 2023	192.08
5000918119	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 283 Carob St, Tom Price Jan - Mar 2023	192.08
5000918879	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 293 Willow Rd, Tom Price Jan - Mar 2023	38.43
5000912690	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 787 Larnook St, Tom Price Jan - Mar 2023	192.08
5000913144	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 98 Oleander St, Tom Price Jan - Mar 2023	192.08
5000914100	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 773 Larnook St, Tom Price Jan - Mar 2023	192.08
5000914944	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 653 Kiah St, Tom Price Jan - Mar 2023	192.08
5000915008	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 978 Stadium Rd, Tom Price Jan - Mar 2023	192.08
5000915222	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 54 Nameless Valley Rd, Tom Price Jan - Mar 2023	35.03
5000916519	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Centre 898 Tanunda St, Tom Price Jan - Mar 2023	71.49
5000916535	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Soundshell toilet, Tom Price Jan - Mar 2023	192.08
3004574202	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Visitor Bay Lot 67 Camp Rd, Paraburdoo 25/11/2022 - 30/12/2022	273.75
3004574947	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 615 De Grey Rd, Paraburdoo 25/11/2022 - 30/12/2022	1742.24
3004575035	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 37 Fortescue Rd, Paraburdoo 25/11/2022 - 30/12/2022	168.58
3004575183	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 625 Meeka Ave, Paraburdoo 25/11/2022 - 30/12/2022	79.19
3004575241	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for CHUB 555 Ashburton Ave, Paraburdoo 25/11/2022 - 30/12/2022	145.61
3004575803	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Lights De Grey Rd, Paraburdoo 25/11/2022 - 30/12/2022	1681.35
3004575910	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Food van Lot 67 Camp Rd, Paraburdoo 25/11/2022 - 30/12/2022	494.05
3004576371	03/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Centre 803 Ashburton Ave, Paraburdoo 25/11/2022 - 30/12/2022	270.18
5000898634	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 586 King Ave, Paraburdoo Jan - Mar 2023	192.08
5000903871	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Pavilion 615 De Grey Rd, Paraburdoo Jan - Mar 2023	71.49
5000889286	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 172 Hardy Ave, Paraburdoo Jan - Mar 2023	192.08
5000891803	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Visitor Bay Lot 67 Camp Rd, Paraburdoo Jan - Mar 2023	38.43
5000892132	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 56 Whaleback Av, Paraburdoo Jan - Mar 2023	192.08
5000893494	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Garden at Ashburton Av, Paraburdoo Jan - Mar 2023	38.43
5000897073	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Toilets 810 Ashburton Av, Paraburdoo Jan - Mar 2023	3431.48
5000900927	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 516 Lockyer Av, Paraburdoo Jan - Mar 2023	192.08
5000901560	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Centre 803 Ashburton Av, Paraburdoo Jan - Mar 2023	71.49
5000903376	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 193 Capricorn Av, Paraburdoo Jan - Mar 2023	192.08
5000907286	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 39 Joffre Ave, Paraburdoo Jan - Mar 2023	192.08
5000918333	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 811 Ashburton Ave, Paraburdoo Jan - Mar 2023	799.39
5000918341	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 571 Brockman Ave, Paraburdoo Jan - Mar 2023	192.08
5000918663	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Pool 616 Fortescue Rd, Paraburdoo Jan - Mar 2023	71.49
5000908219	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Oval Fortescue Rd, Paraburdoo Jan - Mar 2023	71.49
5000909084	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for 625 Meeka Ave, Paraburdoo Jan - Mar 2023	38.43
5000910231	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 556 Margaret Ave, Paraburdoo Jan - Mar 2023	192.08
5000910694	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Changerooms Fortescue Rd, Paraburdoo Jan - Mar 2023	71.49
5000911767	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 565 Fortescue Rd, Paraburdoo Jan - Mar 2023	68.09
5000912674	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 90 Pilbara Ave, Paraburdoo Jan - Mar 2023	192.08
5000914324	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 565 Brockman Ave, Paraburdoo Jan - Mar 2023	192.08
5000915800	03/01/2023	RIO TINTO - PILBARA IRON	Water and sewerage rates for Lot 23 Turee Way, Paraburdoo Jan - Mar 2023	136.75

Reference Number	Date	Name	Description	Invoice Amount	
3004576884	04/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Bore pump 302 South Rd, Tom Price 25/11/2022 - 30/12/2022	1498.68	
3004576801	04/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for Lot 23 Turee Way, Paraburdoo 25/11/2022 - 31/12/2022	499.98	
1004579791	16/01/2023	RIO TINTO - PILBARA IRON	Electricity consumption for 3/02 Kanberra Dr, Tom Price 23/11/2022 - 10/12/2022	238.56	
2004579732	16/01/2023	RIO TINTO - PILBARA IRON	Water consumption for Lot 56 Whaleback Ave, Paraburdoo 26/11/2022 - 16/12/2022	37.55	
		RIO TINTO - PILBARA IRON Total		50892.70	\$50,892.70
EFT64224	20/01/2023	RMS	Payment		\$2,904.00
91560111	22/12/2022	RMS	RMS Cloud and Support for Ocean View Caravan Park 01/02/2023 - 31/01/2024	2904.00	
		RMS Total		2904.00	\$2,904.00
EFT64225	20/01/2023	ROCKYPEST PTY LTD	Payment		\$8,980.40
INV-00040471	16/01/2023	ROCKYPEST PTY LTD	Termite inspections for various Tom Price and Paraburdoo residential properties	8980.40	
		ROCKYPEST PTY LTD Total		8980.40	\$8,980.40
EFT64226	20/01/2023	ROYAL LIFE SAVING SOCIETY WA	Payment		\$55.00
150247	16/01/2023	ROYAL LIFE SAVING SOCIETY WA	Online Trainer Seminar RLSWA 23 for employee #1997	55.00	
		ROYAL LIFE SAVING SOCIETY WA Total		55.00	\$55.00
EFT64227	20/01/2023	SHAUN KANE EMP #1871	Payment		\$500.00
EXPENSE20220110	10/01/2023	SHAUN KANE EMP #1871	Reimbursement of expenses for professional fees paid to ACCA	500.00	
		SHAUN KANE EMP #1871 Total		500.00	\$500.00
EFT64228	20/01/2023	SHIRE OF ASHBURTON	Payment		\$6,365.43
DEDUCTION	15/01/2023	SHIRE OF ASHBURTON	Payroll deductions	3250.00	
DEDUCTION	15/01/2023	SHIRE OF ASHBURTON	Payroll deductions	3115.43	
		SHIRE OF ASHBURTON Total		6365.43	\$6,365.43
EFT64229	20/01/2023	SIGMA CHEMICALS	Payment		\$3,810.70
161475/01	10/11/2022	SIGMA CHEMICALS	Pool chemicals for Onslow Aquatic Centre	954.80	
162565/01	05/12/2022	SIGMA CHEMICALS	Pool chemicals for Onslow Aquatic Centre	479.60	
162691/01	08/12/2022	SIGMA CHEMICALS	Chemicals for Onslow Aquatic Centre	2149.40	
163264/01	30/12/2022	SIGMA CHEMICALS	Maintenance parts for Onslow Sun Chalet pool	226.90	
		SIGMA CHEMICALS Total		3810.70	\$3,810.70
EFT64230	20/01/2023	SODEXO REMOTE SITES AUSTRALIA	Payment		\$300.00
SDX-R00873	23/12/2022	SODEXO REMOTE SITES AUSTRALIA	Pannawonica transit accommodation fee - 03/01/2023	300.00	
		SODEXO REMOTE SITES AUSTRALIA Total		300.00	\$300.00
EFT64231	20/01/2023	SODEXO - RENTAL PAYMENTS	Payment		\$2,129.17
PM01-042799	16/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 294 Samson Ave, Paraburdoo 28/01/2023 - 27/02/2023	1042.86	
PM01-042798	16/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 487 Robe Ave, Paraburdoo 28/01/2023 - 27/02/2023	1086.31	
		SODEXO - RENTAL PAYMENTS Total		2129.17	\$2,129.17
EFT64232	20/01/2023	SONIC HEALTHPLUS PTY LTD	Payment		\$1,212.20
2798214	30/12/2022	SONIC HEALTHPLUS PTY LTD	Pre-employment medical assessment 28/11/2022	606.10	
2826686	12/01/2023	SONIC HEALTHPLUS PTY LTD	Pre-employment medical assessment 11/01/2023	606.10	
		SONIC HEALTHPLUS PTY LTD Total		1212.20	\$1,212.20
EFT64233	20/01/2023	ST JOHN AMBULANCE WA	Payment		\$105.22
FAINV01047176	16/01/2023	ST JOHN AMBULANCE WA	First aid supplies for Onslow Aquatic Centre	105.22	
		ST JOHN AMBULANCE WA Total		105.22	\$105.22
EFT64234	20/01/2023	TELSTRA LIMITED	Payment		\$60,762.14
0460869000-	09/01/2023	TELSTRA LIMITED	Monthly telephone and communication charges	60762.14	
		TELSTRA LIMITED Total		60762.14	\$60,762.14
EFT64235	20/01/2023	TESTRIX SYSTEMS PTY LTD	Payment		\$9,205.00
TX-1196	09/12/2022	TESTRIX SYSTEMS PTY LTD	Testrix Pipe Inspection Camera System for town maintenance	9205.00	
		TESTRIX SYSTEMS PTY LTD Total		9205.00	\$9,205.00
EFT64236	20/01/2023	TOLL GLOBAL EXPRESS (2085060)	Payment		\$200.41
1637-3VA230	15/01/2023	TOLL GLOBAL EXPRESS (2085060)	Freight charges	200.41	
		TOLL GLOBAL EXPRESS (2085060) Total		200.41	\$200.41
EFT64237	20/01/2023	TOLL GLOBAL EXPRESS (2085599)	Payment		\$67.71
0444-80742816	15/01/2023	TOLL GLOBAL EXPRESS (2085599)	Freight charges	67.71	
		TOLL GLOBAL EXPRESS (2085599) Total		67.71	\$67.71

Reference Number	Date	Name	Description	Invoice Amount	
EFT64238	20/01/2023	TOM PRICE AUTOPRO	Payment		\$1,850.00
00002553	04/01/2023	TOM PRICE AUTOPRO	4x batteries for Western Star 4800 FS Prime Mover (4800AS)	1500.00	
00002660	10/01/2023	TOM PRICE AUTOPRO	Century 4WD battery for Toyota Hiace 3.0 Van (AS9124)	325.00	
00002686	11/01/2023	TOM PRICE AUTOPRO	Front sunshade for Toyota Hilux 4x4	25.00	
		TOM PRICE AUTOPRO Total		1850.00	\$1,850.00
EFT64239	20/01/2023	TOM PRICE BETTA HOME LIVING	Payment		\$399.00
43010014065	13/12/2022	TOM PRICE BETTA HOME LIVING	Heller bar fridge for Tom Price Library kitchenette	399.00	
		TOM PRICE BETTA HOME LIVING Total		399.00	\$399.00
EFT64240	20/01/2023	TOM PRICE COMMUNITY GARDEN	Payment		\$2,000.00
DONATION20221215	15/12/2022	TOM PRICE COMMUNITY GARDEN	Community Support Grant - Round 1 Council decision 179/2022	2000.00	
		TOM PRICE COMMUNITY GARDEN Total		2000.00	\$2,000.00
EFT64241	20/01/2023	TOM PRICE PRIMARY SCHOOL P&C	Payment		\$2,500.00
DONATION20221215	15/12/2022	TOM PRICE PRIMARY SCHOOL P&C	Community Support Grant - Round 1 Council decision 179/2022	2500.00	
		TOM PRICE PRIMARY SCHOOL P&C Total		2500.00	\$2,500.00
EFT64242	20/01/2023	TOP MACHINE SERVICES	Payment		\$324.00
00041101	09/11/2022	TOP MACHINE SERVICES	Slushie mixes for Paraburdoo Swimming Pool kiosk	324.00	
		TOP MACHINE SERVICES Total		324.00	\$324.00
EFT64243	20/01/2023	TORQUE TECH MECHANICAL & TYRE	Payment		\$3,765.01
56.921	10/01/2023	TORQUE TECH MECHANICAL & TYRE	Windscreen replacement and calibration for Toyota Hilux 4x4	935.00	
56.986	11/01/2023	TORQUE TECH MECHANICAL & TYRE	5 x 265/75R16 Tovo tyres for Toyota LC70 T/D Single cab Chassis Workmate (AS33)	1800.00	
56.987	11/01/2023	TORQUE TECH MECHANICAL & TYRE	Fuel filter for Toyota LC70 T/D Single cab Chassis Workmate (AS33)	30.00	
56.991	11/01/2023	TORQUE TECH MECHANICAL & TYRE	2x 255/70r22.5 Goodridge tyres for D Trans Grader Accommodation / Service trailer (1TPN437)	939.99	
56.633	17/01/2023	TORQUE TECH MECHANICAL & TYRE	Relay Britax for Western Star 4800 FS Prime Mover (4800AS)	60.02	
		TORQUE TECH MECHANICAL & TYRE Total		3765.01	\$3,765.01
EFT64244	20/01/2023	TOYO TYRES AUSTRALIA	Payment		\$2,750.00
999905498	16/01/2023	TOYO TYRES AUSTRALIA	8x tyres for Toyota Landcruiser's	2750.00	
		TOYO TYRES AUSTRALIA Total		2750.00	\$2,750.00
EFT64245	20/01/2023	TRANSAIR TWO-WAY RADIO	Payment		\$209.99
00019576	09/01/2023	TRANSAIR TWO-WAY RADIO	2 x microphones to suit A110 radios Onslow Airport	209.99	
		TRANSAIR TWO-WAY RADIO Total		209.99	\$209.99
EFT64246	20/01/2023	VISIT BRANDS PTY LTD	Payment		\$2,781.02
SI-00003403	04/01/2023	VISIT BRANDS PTY LTD	Merchandise Purchase for sale in Tom Price Visitor Centre	2781.02	
		VISIT BRANDS PTY LTD Total		2781.02	\$2,781.02
EFT64247	20/01/2023	WA RETICULATION SUPPLIES	Payment		\$875.42
N1722	09/01/2023	WA RETICULATION SUPPLIES	Reticulation parts for Onslow Airport gardens	697.67	
N2553	12/01/2023	WA RETICULATION SUPPLIES	Reticulation parts for Tom Price Shopping Mall grounds	177.75	
		WA RETICULATION SUPPLIES Total		875.42	\$875.42
EFT64248	20/01/2023	WATER CORPORATION	Payment		\$573.41
9020481690-0048	29/11/2022	WATER CORPORATION	Water consumption for 7 Anketell Ct, Onslow 03/10/2022 - 28/11/2022	573.41	
		WATER CORPORATION Total		573.41	\$573.41
EFT64249	20/01/2023	WESTERN AUSTRALIAN TREASURY	Payment		\$6,510.77
GFEE DEC22	31/12/2022	WESTERN AUSTRALIAN TREASURY	Government guarantee fee invoice for period ending 31/12/2022	6510.77	
		WESTERN AUSTRALIAN TREASURY Total		6510.77	\$6,510.77
EFT64250	20/01/2023	WEX AUSTRALIA PTY LTD	Payment		\$1,172.42
21	15/01/2023	WEX AUSTRALIA PTY LTD	Fuel usage and card fees for period ending 15/01/2023	1172.42	
		WEX AUSTRALIA PTY LTD Total		1172.42	\$1,172.42
EFT64251	20/01/2023	WINC AUSTRALIA PTY LIMITED	Payment		\$1,419.74
9040837237	09/11/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Tom Price Administration Office	25.56	
9041166447	13/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery supplies for Onslow Administration Office	89.87	
9041198611	15/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Tom Price Administration Office	940.83	
9041316160	04/01/2023	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Airport	112.64	
9041336265	06/01/2023	WINC AUSTRALIA PTY LIMITED	Stationery items for Tom Price Administration Office	16.17	
9041376854	11/01/2023	WINC AUSTRALIA PTY LIMITED	Refreshments for Pannawonica Shire office	28.60	

Reference Number	Date	Name	Description	Invoice Amount	
9041376855	11/01/2023	WINC AUSTRALIA PTY LIMITED	Cleaning supplies and stationery for Onslow Airport	206.07	
		WINC AUSTRALIA PTY LIMITED Total		1419.74	\$1,419.74
EFT64252	25/01/2023	AFLEX TECHNOLOGY (NZ) LTD	Payment		\$1,434.40
00012716	10/01/2023	AFLEX TECHNOLOGY (NZ) LTD	Start Pod Inflatable for Onslow Aquatic Centre	1434.40	
		AFLEX TECHNOLOGY (NZ) LTD Total		1434.40	\$1,434.40
EFT64253	25/01/2023	ALL GLASS WINDOW TINTING	Payment		\$1,120.00
1297	17/01/2023	ALL GLASS WINDOW TINTING	Window tinting for 2x 4WD vehicles	1120.00	
		ALL GLASS WINDOW TINTING Total		1120.00	\$1,120.00
EFT64254	25/01/2023	AMART FURNITURE PTY LTD	Payment		\$898.00
372-233785	16/01/2023	AMART FURNITURE PTY LTD	1x Keller 3 seater sofa for Onslow Sun Chalet 3	898.00	
		AMART FURNITURE PTY LTD Total		898.00	\$898.00
EFT64255	25/01/2023	BENNCO GROUP	Payment		\$2,530.00
INV-7717	18/01/2023	BENNCO GROUP	Repairs to shade sail Tom Price Depot wash down pad	2530.00	
		BENNCO GROUP Total		2530.00	\$2,530.00
EFT64256	25/01/2023	BLACKWOODS PTY LTD	Payment		\$1,170.62
SI03617865	13/01/2023	BLACKWOODS PTY LTD	4x work shirts for Communities and Facilities staff	101.13	
SI03660500	18/01/2023	BLACKWOODS PTY LTD	4x carton Sqwinchers Squeeze Frozen for town maintenance staff	1004.63	
SI03667109	19/01/2023	BLACKWOODS PTY LTD	1x pair gumboots for Onslow Water Spray Park use	64.86	
		BLACKWOODS PTY LTD Total		1170.62	\$1,170.62
EFT64257	25/01/2023	BOC GASES	Payment		\$412.53
4032987378	29/12/2022	BOC GASES	BOC container service 28/11/2022 - 28/12/2022 (BOC A/C 100214351)	388.38	
4032983742	29/12/2022	BOC GASES	BOC container service 28/11/2022 - 28/12/2022 (BOC A/C 100347082)	24.15	
		BOC GASES Total		412.53	\$412.53
EFT64258	25/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Payment		\$4,226.75
1953	26/10/2022	BYBLOS CONSTRUCTIONS-TOM PRICE	Service of all doors Clem Thompson Sports Pavilion Tom Price	2024.00	
2664	23/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Repair shade sail Paraburdoo Skate Park	1380.50	
2667	23/01/2023	BYBLOS CONSTRUCTIONS-TOM PRICE	Install gun safe in Rangers office Paraburdoo	822.25	
		BYBLOS CONSTRUCTIONS-TOM PRICE Total		4226.75	\$4,226.75
EFT64259	25/01/2023	CAMPBELL'S CANNING VALE	Payment		\$615.88
51686	13/01/2023	CAMPBELL'S CANNING VALE	Food items for on sale at Onslow Airport kiosk	615.88	
		CAMPBELL'S CANNING VALE Total		615.88	\$615.88
EFT64260	25/01/2023	CCR HOSE & FITTINGS (ZOSKAR P/L)	Payment		\$156.73
204320	20/01/2023	CCR HOSE & FITTINGS (ZOSKAR P/L)	Hose and fittings for Howard Porter Tri Axle Side Tipper (1TNV088)	156.73	
		CCR HOSE & FITTINGS (ZOSKAR P/L) Total		156.73	\$156.73
EFT64261	25/01/2023	COATES HIRE OPERATIONS	Payment		\$1,508.19
21904910 CREDIT	31/07/2022	COATES HIRE OPERATIONS	Adjustment for Inv No 21623635 Dated 31/07/2022	-1197.25	
21904938 CREDIT	31/08/2022	COATES HIRE OPERATIONS	Adjustment for Inv No 21711472 Dated 31/08/2022	-1197.25	
22076258 CREDIT	06/09/2022	COATES HIRE OPERATIONS	Adjustment for Inv No 21724662 Dated 06/09/2022	-419.78	
21724662	06/09/2022	COATES HIRE OPERATIONS	Roller padfoot hire for Twitchin Road 31/08/2022 - 01/09/2022	3279.78	
22006589	20/12/2022	COATES HIRE OPERATIONS	Hire of plate compactor 100kg diesel for Ashburton Downs Road works 07/12/2022 - 16/12/2022	1042.69	
		COATES HIRE OPERATIONS Total		1508.19	\$1,508.19
EFT64262	25/01/2023	COMMERCIAL AQUATICS AUSTRALIA	Payment		\$386.10
28572	13/01/2023	COMMERCIAL AQUATICS AUSTRALIA	Replacement and spares of sample valves for Tom Price Swimming Pool	386.10	
		COMMERCIAL AQUATICS AUSTRALIA Total		386.10	\$386.10
EFT64263	25/01/2023	CORPORATE TRAVEL MANAGEMENT	Payment		\$1,212.14
I.0015999898	02/12/2022	CORPORATE TRAVEL MANAGEMENT	Booking #B11610497 Credit on Inv I.0015735659 for Employee #1778 17/11/2022 - 18/11/2022	-867.11	
I.0016184885	18/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11706122 Accommodation for Communities team 18/11/2022 - 20/11/2022	571.02	
I.0016185039	18/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11706122 Accommodation for Communities team 18/11/2022 - 20/11/2022	571.02	
I.0016180566	18/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11901744 Flights (Perth-Onslow-Perth) for Employee #1903 01/02/2023 - 10/02/2023	603.47	
I.0016203224	23/01/2023	CORPORATE TRAVEL MANAGEMENT	Booking #B11650306 Accommodation for Employee #1346 02/11/2022 - 04/11/2022	333.74	
		CORPORATE TRAVEL MANAGEMENT Total		1212.14	\$1,212.14
EFT64264	25/01/2023	DATA#3 LIMITED	Payment		\$456.07
SIN000060918	21/10/2022	DATA#3 LIMITED	Synology surveillance device licence - 8 pack for Paraburdoo	456.07	

Reference Number	Date	Name	Description	Invoice Amount	
		DATA#3 LIMITED Total		456.07	\$456.07
EFT64265	25/01/2023	DEPARTMENT OF TRANSPORT	Payment		\$43.70
04 1000100366-	01/01/2023	DEPARTMENT OF TRANSPORT	Community Jetty Renewal Fee - jetty no. 2452 Sunrise Beach, First Ave, Onslow	43.70	
		DEPARTMENT OF TRANSPORT Total		43.70	\$43.70
EFT64266	25/01/2023	DICE SOLUTIONS	Payment		\$1,464.83
18352	17/01/2023	DICE SOLUTIONS	Investigate and repair fault with PAC 2 Onslow Airport	480.98	
18362	18/01/2023	DICE SOLUTIONS	Investigate and repair electrical issues Onslow Depot	308.45	
18363	18/01/2023	DICE SOLUTIONS	Testing and tagging of equipment and small appliances Onslow Airport	581.90	
18361	18/01/2023	DICE SOLUTIONS	Inspect and reset circuit breaker for Coffee Machines at Airport Kiosk	93.50	
		DICE SOLUTIONS Total		1464.83	\$1,464.83
EFT64267	25/01/2023	FUJIFILM BUSINESS INNOVATION	Payment		\$133.10
Q5773689	23/01/2023	FUJIFILM BUSINESS INNOVATION	Printer Serial #761541 Lease/Rental Agreement for period 22/02/2023 - 21/03/2023	133.10	
		FUJIFILM BUSINESS INNOVATION Total		133.10	\$133.10
EFT64268	25/01/2023	INITIAL HYGIENE	Payment		\$3,863.76
97580896	16/01/2023	INITIAL HYGIENE	Contract #K63/C/54045341 - Hygiene services for Shire Facilities 28/02/2023 - 27/03/2023	3863.76	
		INITIAL HYGIENE Total		3863.76	\$3,863.76
EFT64269	25/01/2023	IPWEA	Payment		\$1,138.50
83729-II0123	16/01/2023	IPWEA	IMM subscription for 3 years 16/01/2023 - 31/01/2026	1138.50	
		IPWEA Total		1138.50	\$1,138.50
EFT64270	25/01/2023	JB HIFI	Payment		\$6,839.05
BD1037243	18/01/2023	JB HIFI	1x DJI MAVIC 3 5.1K Drone CINE Premium Combo	6839.05	
		JB HIFI Total		6839.05	\$6,839.05
EFT64271	25/01/2023	KHB MOBILE MECHANICAL PTY LTD	Payment		\$1,195.06
00026921	13/01/2023	KHB MOBILE MECHANICAL PTY LTD	Annual Preventative Maintenance Service of Generator at Onslow Airport	1195.06	
		KHB MOBILE MECHANICAL PTY LTD Total		1195.06	\$1,195.06
EFT64272	25/01/2023	KOMATSU AUSTRALIA PTY LTD	Payment		\$402.14
003061238	19/01/2023	KOMATSU AUSTRALIA PTY LTD	Fuel hose and bowl assembly for Komatsu 655 - 7 Motor Grader	402.14	
		KOMATSU AUSTRALIA PTY LTD Total		402.14	\$402.14
EFT64273	25/01/2023	LAVAZZA AUSTRALIA	Payment		\$525.07
P0911918	06/01/2023	LAVAZZA AUSTRALIA	Coffee pods, milk powder and hot chocolate for Onslow Depot	525.07	
		LAVAZZA AUSTRALIA Total		525.07	\$525.07
EFT64274	25/01/2023	LEICA MICROSYSTEMS PTY LTD	Payment		\$3,771.34
99534291	16/01/2023	LEICA MICROSYSTEMS PTY LTD	Leica EZ4 W Stereomicroscope and remote control for mosquito control works	3771.34	
		LEICA MICROSYSTEMS PTY LTD Total		3771.34	\$3,771.34
EFT64275	25/01/2023	LO-GO APPOINTMENTS	Payment		\$3,643.29
H2003	18/01/2023	LO-GO APPOINTMENTS	Contracting service for labour hire - financial accountant week ending 14/01/2023	3643.29	
		LO-GO APPOINTMENTS Total		3643.29	\$3,643.29
EFT64276	25/01/2023	MCMAHON BURNETT TRANSPORT	Payment		\$360.06
00032346	15/01/2023	MCMAHON BURNETT TRANSPORT	Freight charges Perth - Onslow	360.06	
		MCMAHON BURNETT TRANSPORT Total		360.06	\$360.06
EFT64277	25/01/2023	MECHANICAL PROJECT MANAGEMENT	Payment		\$16,500.00
JPI03621	23/01/2023	MECHANICAL PROJECT MANAGEMENT	HVAC Design Services for Tom Price Child Care Services	16500.00	
		MECHANICAL PROJECT MANAGEMENT Total		16500.00	\$16,500.00
EFT64278	25/01/2023	MKJ LOGISTICS	Payment		\$354.20
AS140123	19/01/2023	MKJ LOGISTICS	Transport basketball backboard Perth - Tom Price	354.20	
		MKJ LOGISTICS Total		354.20	\$354.20
EFT64279	25/01/2023	NORWEST REFRIGERATION SERVICES	Payment		\$1,626.68
00040104	17/01/2023	NORWEST REFRIGERATION SERVICES	Provide repairs to faulty a/c unit Paraburdoo Community HUB	1159.40	
00040103	17/01/2023	NORWEST REFRIGERATION SERVICES	Replace filters in 6x A/C units Clem Thompson Sports Pavilion Tom Price	467.28	
		NORWEST REFRIGERATION SERVICES Total		1626.68	\$1,626.68
EFT64280	25/01/2023	NTC CONTRACTING	Payment		\$19,860.50
0000003287 CREDIT	31/12/2022	NTC CONTRACTING	Credit for invoice 0000003274 dated 31/12/2022	-1249.60	
0000003274	31/12/2022	NTC CONTRACTING	Hire of watercart and operator for Ashburton Downs Road works	21110.10	

Reference Number	Date	Name	Description	Invoice Amount	
		NTC CONTRACTING Total		19860.50	\$19,860.50
EFT64281	25/01/2023	OFFICEWORKS SUPERSTORES PTY LTD	Payment		\$1,327.35
604992834	06/01/2023	OFFICEWORKS SUPERSTORES PTY LTD	BenQ DLP Full HD Projector and stationery items for Tom Price Community Hall	1327.35	
		OFFICEWORKS SUPERSTORES PTY LTD Total		1327.35	\$1,327.35
EFT64282	25/01/2023	ONSLow BEACH RESORT	Payment		\$174.50
26657	18/01/2023	ONSLow BEACH RESORT	Provide meals for Onslow January School Holiday Program facilitator 16-17/01/2023	79.00	
26723	23/01/2023	ONSLow BEACH RESORT	Provide meals for Onslow January School Holiday Program Facilitator 20/01/2023	95.50	
		ONSLow BEACH RESORT Total		174.50	\$174.50
EFT64283	25/01/2023	ONSLow CCI	Payment		\$650.37
00002292	17/01/2023	ONSLow CCI	Snake handling course for employee #1997	650.37	
		ONSLow CCI Total		650.37	\$650.37
EFT64284	25/01/2023	PILBARA FOOD SERVICES	Payment		\$1,659.38
S1137548	06/12/2022	PILBARA FOOD SERVICES	Snack foods for on sale at Paraburdoo Swimming Pool Kiosk	803.33	
S1138048	23/12/2022	PILBARA FOOD SERVICES	Snack foods for on sale at Paraburdoo Swimming Pool Kiosk	51.15	
S1138402	13/01/2023	PILBARA FOOD SERVICES	Snack items for resale at Tom Price Swimming Pool Kiosk	206.05	
S1138495	18/01/2023	PILBARA FOOD SERVICES	10x 15 litre water and 1x carton milk for Community Hall office Tom Price	232.00	
S1138571	20/01/2023	PILBARA FOOD SERVICES	Snack items for on sale at Tom Price Swimming Pool Kiosk	162.93	
S1138558	20/01/2023	PILBARA FOOD SERVICES	Snack foods for on sale and clear cups for Paraburdoo Swimming Pool Kiosk	203.92	
		PILBARA FOOD SERVICES Total		1659.38	\$1,659.38
EFT64285	25/01/2023	RAY WHITE EXMOUTH	Payment		\$2,824.40
007182-19CLARKE	19/01/2023	RAY WHITE EXMOUTH	Rent for 19 Clarke Pl, Onslow 10/02/2023 - 09/03/2023	2824.40	
		RAY WHITE EXMOUTH Total		2824.40	\$2,824.40
EFT64286	25/01/2023	RECORDPOINT SOFTWARE APAC	Payment		\$99,000.00
RP003305	13/01/2023	RECORDPOINT SOFTWARE APAC	Records365 records management to 31/07/2023	99000.00	
		RECORDPOINT SOFTWARE APAC Total		99000.00	\$99,000.00
EFT64287	25/01/2023	RED DIRT PLUMBING AND GAS	Payment		\$4,145.20
INV-1114 PO76217	20/01/2023	RED DIRT PLUMBING AND GAS	Replace 2 push button taps in male changeroom Tom Price Swimming Pool	700.00	
INV-1114 PO 74154	23/01/2023	RED DIRT PLUMBING AND GAS	Supply and replace urinal system Shire Administration building Tom Price	3445.20	
		RED DIRT PLUMBING AND GAS Total		4145.20	\$4,145.20
EFT64288	25/01/2023	RID (AUSTRALIA)	Payment		\$2,111.12
830645	21/12/2022	RID (AUSTRALIA)	640x 50ml Med Roll on 3 in 1 insect repellent	2111.12	
		RID (AUSTRALIA) Total		2111.12	\$2,111.12
EFT64289	25/01/2023	SLATER & GORDON TRUST ACCOUNT	Payment		\$42,750.00
ELWOODWITTENOOM	24/01/2023	SLATER & GORDON TRUST ACCOUNT	Wittenoom Asbestos Claim - Payment of Deed of Settlement	42750.00	
		SLATER & GORDON TRUST ACCOUNT Total		42750.00	\$42,750.00
EFT64290	25/01/2023	SODEXO REMOTE SITES AUSTRALIA	Payment		\$77.39
5100041565	05/01/2023	SODEXO REMOTE SITES AUSTRALIA	Pannawonica supermarket supplies November 2022	77.39	
		SODEXO REMOTE SITES AUSTRALIA Total		77.39	\$77.39
EFT64291	25/01/2023	SODEXO REMOTE SITES AUSTRALIA	Payment		\$600.00
SDX-R00877	19/01/2023	SODEXO REMOTE SITES AUSTRALIA	Pannawonica Transit Accommodation cleaning fee for 25/01/2023 to 27/01/2023	300.00	
SDX-R00878	19/01/2023	SODEXO REMOTE SITES AUSTRALIA	Pannawonica Transit Accommodation cleaning fee for 15/01/2023 to 21/01/2023	300.00	
		SODEXO REMOTE SITES AUSTRALIA Total		600.00	\$600.00
EFT64292	25/01/2023	SODEXO - RENTAL PAYMENTS	Payment		\$37,621.40
PM01-042838	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 21B Cogelup Way, Tom Price 01/02/2023 - 28/02/2023	1516.66	
PM01-042826	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 3/10 Canberra Dve, Tom Price 01/02/2023 - 28/02/2023	823.33	
PM01-042830	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 726 Yiluk St, Tom Price 01/02/2023 - 28/02/2023	1300.00	
PM01-042926	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 1217 Wilgerup Pl, Tom Price 01/02/2023 - 28/02/2023	1516.67	
PM01-042835	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 9 Weelamurra Crt, Tom Price 01/02/2023 - 28/02/2023	1651.19	
PM01-042933	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 4 Weelamurra Crt, Tom Price 01/02/2023 - 28/02/2023	1408.33	
PM01-042832	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 3/25 Allambi Pl, Tom Price 01/02/2023 - 28/02/2023	910.00	
PM01-042829	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 280 Ashburton Ave, Paraburdoo 01/02/2023 - 28/02/2023	1303.57	
PM01-042996	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 159 Cassia St, Tom Price 01/02/2023 - 28/02/2023	1738.10	

Reference Number	Date	Name	Description	Invoice Amount	
PM01-042937	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 144 Cedar St, Tom Price 01/02/2023 - 28/02/2023	1516.66	
PM01-042824	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 17B Cogelup Way, Tom Price 01/02/2023 - 28/02/2023	1300.00	
PM01-042971	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 423 Hibiscus St, Tom Price 01/02/2023 - 28/02/2023	1516.67	
PM01-042966	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 2/02 Canberra Dve, Tom Price 01/02/2023 - 28/02/2023	910.00	
PM01-042908	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 3/02 Canberra Dve, Tom Price 01/02/2023 - 28/02/2023	1516.66	
PM01-042938	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 397 Acalypha St, Tom Price 01/02/2023 - 28/02/2023	1300.00	
PM01-042973	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 27 Lilac St, Tom Price 01/02/2023 - 28/02/2023	1516.67	
PM01-042993	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 816 Kulai St, Tom Price 01/02/2023 - 28/02/2023	1321.66	
PM01-042974	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 4/06 Canberra Dve, Tom Price 01/02/2023 - 28/02/2023	1300.00	
PM01-042927	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 4/04 Canberra Dve, Tom Price 01/02/2023 - 28/02/2023	910.00	
PM01-042836	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 2/19 Allambi Pl, Tom Price 01/02/2023 - 28/02/2023	1516.67	
PM01-042943	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 2/23 Allambi Pl, Tom Price 01/02/2023 - 28/02/2023	1191.67	
PM01-042940	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 3/19 Allambi Pl, Tom Price 01/02/2023 - 28/02/2023	736.66	
PM01-042925	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 18 Weelamurra Crt, Tom Price 01/02/2023 - 28/02/2023	1516.66	
PM01-042833	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 1175 Tarwonga Cct, Tom Price 01/02/2023 - 28/02/2023	1998.81	
PM01-042827	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 1167 Tarwonga Cct, Tom Price 01/02/2023 - 28/02/2023	1998.81	
PM01-042825	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 1166 Tarwonga Cct, Tom Price 01/02/2023 - 28/02/2023	2172.62	
PM01-042851	18/01/2023	SODEXO - RENTAL PAYMENTS	Rent for 20 Lilac St, Tom Price 01/02/2023 - 28/02/2023	1213.33	
		SODEXO - RENTAL PAYMENTS Total		37621.40	\$37,621.40
EFT64293	25/01/2023	TCN GROUP PTY LTD	Payment		\$606.44
INV-12397	23/01/2023	TCN GROUP PTY LTD	3 x \$200 digital vouchers for Pannawonica Christmas Light Competition	606.44	
		TCN GROUP PTY LTD Total		606.44	\$606.44
EFT64294	25/01/2023	TOM PRICE AUTOPRO	Payment		\$830.00
00001323	24/12/2022	TOM PRICE AUTOPRO	2x fridge covers for Ranger services	180.00	
00002845	19/01/2023	TOM PRICE AUTOPRO	Battery for Toyota Prado GXL T/D A/T (1001AS)	290.00	
00002889	20/01/2023	TOM PRICE AUTOPRO	Battery for Toyota Fortuner 2.8L DSL 6AT GX	320.00	
00002952	23/01/2023	TOM PRICE AUTOPRO	Ratchet tie down straps for Toyota Landcruiser LC70 S/C GXL	40.00	
		TOM PRICE AUTOPRO Total		830.00	\$830.00
EFT64295	25/01/2023	TY MATSON	Payment		\$69.44
REFUND20220123	23/01/2023	TY MATSON	Refund for overpaid electricity charges	69.44	
		TY MATSON Total		69.44	\$69.44
EFT64296	25/01/2023	WA RETICULATION SUPPLIES	Payment		\$155.50
N3061	18/01/2023	WA RETICULATION SUPPLIES	Tempus DC station for Tom Price parks and reserves reticulation	155.50	
		WA RETICULATION SUPPLIES Total		155.50	\$155.50
EFT64297	25/01/2023	WESTRAC PTY LTD	Payment		\$1,635.88
PI7858485	20/01/2023	WESTRAC PTY LTD	Locking nuts for Howard EHD180 Rota Slasher	71.28	
PI7858486	20/01/2023	WESTRAC PTY LTD	Bolts for Howard EHD180 Rota Slasher	24.68	
PI7860329	21/01/2023	WESTRAC PTY LTD	Guide As-HOS for Grader - Ashburton Downs Road Resheet	1539.92	
		WESTRAC PTY LTD Total		1635.88	\$1,635.88
EFT64298	25/01/2023	WINC AUSTRALIA PTY LIMITED	Payment		\$1,326.28
9040880337	14/11/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Administration Office	1138.10	
9040881188	15/11/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Administration Office	30.91	
9041106126	07/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Administration Office	6.16	
9041206960	16/12/2022	WINC AUSTRALIA PTY LIMITED	Stationery items for Onslow Administration Office	24.99	
9041412299	16/01/2023	WINC AUSTRALIA PTY LIMITED	Stationery items for Paraburdoo facility offices	126.12	
		WINC AUSTRALIA PTY LIMITED Total		1326.28	\$1,326.28
EFT64299	25/01/2023	WORMALD AUSTRALIA	Payment		\$1,764.86
8871808	20/01/2023	WORMALD AUSTRALIA	Fire Equipment Inspection, Testing and Servicing Onslow Airport	728.75	
8871810	20/01/2023	WORMALD AUSTRALIA	Fire Equipment Inspection, Testing and Servicing Onslow Facilities	1036.11	
		WORMALD AUSTRALIA Total		1764.86	\$1,764.86
				4235221.71	\$4,235,221.71

Shire of Ashburton**CEO's Delegated Payment List - Regulation 13(1) Local
Government (Financial Management) Regulation 1996****Corporate Credit Cards
Payment Total for Month of December 2022**

Description	Amount
Director Projects and procurement	\$ 1,329.54
Director Corporate Services	\$ 6.25
Director Infrastructure Services	\$ -
Director People and Places	\$ -
Manager Human Resources	\$ 617.03
Grand Total	\$ 1,952.82

Ins No.	Date	Name	Description	Payment
ECTOR PROJECTS AND PROCUREMENT - \$10,000				
I-JAN-23-01	06/12/2022	RMS COMMERCIAL	Monthly flat fee for online booking system for OSC 01/12/2022 - 31/12/2022	\$216.87
I-JAN-23-02	12/12/2022	JB HI-FI ONLINE	Purchase of movies and games for SHP in Tom Price	\$107.95
I-JAN-23-03	13/12/2022	DISCOUNT PARTY STORE	Purchase of decorations for Australia Day celebrations in Tom Price	\$509.93
I-JAN-23-04	14/12/2022	WAHU AUSTRALIA	Purchase of inflatable pool riders for Tom Price Australia Day celebrations	\$214.92
I-JAN-23-05	19/12/2022	MAILCHIMP	Monthly subscription fee for online software	\$100.65
I-JAN-23-06	19/12/2022	STARLINK INTERNET	Monthly internet subscription and portability add-on charges	\$179.22
			Total	\$1,329.54
ECTOR CORPORATE SERVICES - \$10,000				
JAN-23-01	03/01/2023	WESTPAC	Card fee	\$6.25
			Total	\$6.25
MANAGER HUMAN RESOURCES - \$5,000				
JAN-23-01	05/12/2022	HEARTCARE WA	Pre-employment specialist appointment for TMO candidate	\$378.40
JAN-23-02	05/12/2022	DR DAVID COLVIN	Pre-employment specialist appointment for TMO candidate	\$205.00
JAN-23-03	12/12/2022	WWW.LESTOKTOURS	Airport transfer for WHS Consultant 11/12/2022	\$33.63
				\$617.03
			Total Credit Cards	\$1,952.82



Cardholder statement

Run Date: 5 January 2023

Company details

ATTN: SENIOR FINANCE OFFI
SHIRE OF ASHBURTON
SHIRE OF ASHBURTON
PO BOX 567
ONSLow WA 6710

Cardholder name: CHANTELLE BRYCE
Cardholder number: [REDACTED]

Cost centre no:
Statement date: 03/01/23

Opening balance: 0.00

For enquiries please call: 1300 650 107

C indicates a credit or payment

*Closing balance: 0.00

* The closing balance will be transferred automatically in terms of the authority held.

Payment due date: 30/01/23 Credit limit: 10,000.00 Annual percentage rate: 19.96%
Past due: 0.00 Available credit: 10,000.00 Monthly percentage rate: 1.66%
Minimum payment due: 0.00

Date	Description of transaction	Amount	Ref.
06/12/22	RMS- Commercial 0383999462 AUS	216.87	7011
12/12/22	SP JB HI-FI ONLINE SOUTHBANK AUS	<u>107.95</u>	5732
13/12/22	Limepay*DiscPartySupp Reynella AUS	509.93	5947
14/12/22	SP WAHUAUSTRALIA NORTH ROCKS AUS	214.92	5734
19/12/22	MailChimp Atlanta USA	100.65	5818
19/12/22	Starlink Internet SINGAPORE SGP	179.22	4816
03/01/23	PRINCIPAL CREDIT	1,329.54 C	4816

*** END OF LIST ***

Westpac Banking Corporation ABN 33 007 457 141.

I have checked the above details and verify that they are correct.

Cardholder Signature Chantelle McGurk Date 17/01/2023

Transactions examined and approved.

Manager/Supervisor Signature [Signature] Date 2/23.

⊗ Chantelle - can you advise
① me what this one. JB-Hifi
is about and why?
② What is the Party hired



Cardholder statement

Run Date: 5 January 2023

Company details

ATTN: SENIOR FINANCE OFFI
SHIRE OF ASHBURTON
SHIRE OF ASHBURTON
PO BOX 567
TOM PRICE WA 6751

Cardholder name: TARYN DAYMAN
Cardholder number: XXXXXXXXXX
Cost centre no:
Statement date: 03/01/23
Opening balance: 0.00

For enquiries please call: 1300 650 107

C indicates a credit or payment

*Closing balance: 0.00

* The closing balance will be transferred automatically in terms of the authority held.

Payment due date: 30/01/23 Credit limit: 10,000.00 Annual percentage rate: 19.96%
Past due: 0.00 Available credit: 10,000.00 Monthly percentage rate: 1.66%
Mimimum payment due: 0.00

Date	Description of transaction	Amount	Ref.
03/01/23	CARD FEE	6.25	0000
03/01/23	CARD FEE CREDIT	6.25 C	0000

*** END OF LIST ***

Westpac Banking Corporation ABN 33 007 457 141.



Cardholder statement

Run Date: 5 January 2023

Company details

ATTN: SENIOR FINANCE OFFI
SHIRE OF ASHBURTON
SHIRE OF ASHBURTON
PO BOX 567
TOM PRICE WA 6751

Cardholder name: ADELE HERATY

Cardholder number: [REDACTED]

Cost centre no:

Statement date: 03/01/23

Opening balance: 0.00

For enquiries please call: 1300 650 107

C indicates a credit or payment

*Closing balance: 0.00

* The closing balance will be transferred automatically in terms of the authority held.

Payment due date: 30/01/23

Credit limit: 5,000.00

Annual percentage rate: 19.96%

Past due: 0.00

Available credit: 5,000.00

Monthly percentage rate: 1.66%

Mimimum payment due: 0.00

Date	Description of transaction	Amount	Ref.
05/12/22	HEARTCARE W.A NEDLANDS AUS	378.40	8011
05/12/22	DR DAVID COLVIN SUBIACO AUS	205.00	8099
12/12/22	WWW.LESTOKTOU* RX8QGPW TOM PRICE AUS	33.63	4111
03/01/23	PRINCIPAL CREDIT	617.03 C	4111

*** END OF LIST ***

Westpac Banking Corporation ABN 33 007 457 141.

I have checked the above details and verify that they are correct.

Cardholder Signature Adele Heraty Date 23 Jan 2023

Transactions examined and approved.

Manager/Supervisor Signature Chantelle McGurk Date 23/01/2023



Agenda Item 12.5 - Attachment 1

Community Projects - Letters of Support



Council Policy – Community Projects - Letters of Support

Responsible Directorate	Community Development
Responsible Business Unit/s	Community Development
Responsible Officer	Director Community Development
Affected Business Unit/s	Office of the Chief Executive Officer Governance

Objective

The objective of this policy is to:

- provide clear guidelines to organisations when requesting a letter of support from the Shire of Ashburton (the Shire) for community led projects, and
- acknowledge and support community led projects within the Shire.

Scope

This policy does not apply to requests for financial support.

Policy Statement

Council will support projects, services, programs, and facilities for the community which are:

- Planned and coordinated – Council recognises services to the community are best delivered in a holistic, coordinated manner and that any Council planning processes such as recreation planning must consider the needs of the community before a letter of support is written.
- Efficient and accountable – Council will support services for the community that are delivered in an effective, competitive, and accountable way.
- Participative – Council recognises the importance of the community being involved in the design, development and management of services and facilities that will be utilised by them.
- Accessible – Council wishes to ensure that the community have access to the range of services and facilities offered in the community.
- Collaborative partnerships – Council recognises and encourages the collaborative efforts of individuals and agencies working in partnership with the Shire.



Method

- Requests are to be addressed to the Shire President and should be received by the Shire at least 10 working days' prior to the required date.
- Requests for a letter of support (or a referee request, where specific funding bodies do not accept letters of support) is to include:
 - An overview of the application organisation,
 - Full contact details of the organisation including name and contact details of the relevant person in relation to the proposed project,
 - Details of the proposed project (including how the project meets the objectives of the policy),
 - Proof that the applicant has consulted with local clubs and groups, service providers and/or organisations to ensure there is no duplication of services and opportunities for collaboration have been considered,
 - Details of the application for the grant/subsidy, and
 - Details of the organisation's relationship with the Shire including any lease or license conditions in place, plus any other relevant information that might affect the Shire as a result of the application.
- Requests will be considered based on the information provided:
 - Where supported, a letter signed by the Shire President, will be issued to the applicant.
 - Where not supported, notification will be provided to the applicant.

Definitions

Nil

Relevant policies/documents

Nil

Relevant legislation/local laws

Nil

Office use only			
Relevant delegations			
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		





Agenda Item 12.5 - Attachment 2

Corporate Transaction Cards



Council Policy – Corporate Transaction Cards

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Finance
Responsible Officer	Manager Finance
Affected Business Unit/s	All

Objective

To provide a clear framework to guide the use and management of corporate transaction cards.

Scope

This policy applies to all Shire of Ashburton (Shire) employees issued with corporate transaction cards.

Policy Statement

The Chief Executive Officer (CEO) shall ensure the following practices are observed:

- Corporate transaction cards are kept secure.
- Corporate transaction cards are not to be used for personal expenses under any circumstances.
- All corporate transaction cards payments (including disputed transactions) are to be listed in the Schedule of Accounts and Transaction Card Purchases section of the monthly financial report to Council.
- Where applicable, purchases are to be made in accordance with Council Policy – Purchasing and Procurement and associated procedures.
- Inappropriate purchases, even based on them being operationally related, may be recoverable from the cardholder. The cardholder is required to conclude that purchases are fair and reasonable business expenses.
- Where possible, purchases should be processed via a purchase order.
- Corporate transaction cards are not to be used for cash withdrawals at any facility.
- Cardholder’s responsibilities, as outlined by the card provider (i.e., the bank), are met at all times.
- Corporate transaction cards limits are not exceeded.
- The cardholder is responsible to pursue and resolve incorrect charges (as due to privacy legislation, only the cardholder can initiate any request for information from the bank).



- All relevant documentation regarding each transaction is retained by the cardholder and transactions are to be acquitted and reconciled monthly as per the reconciliation procedure.
- The use of the corporate transaction cards shall not be tied to any type of reward systems that provides cardholders with any personal benefit or reward.

Principles for usage

Allowable transactions

Transaction card facilities may only be used where:

- the expenditure is directly arising from a Shire operational business activity for which there is an Annual Budget provision,
- the expenditure is in accordance with legislation, Council Policy – Purchasing and Procurement, Code of Conduct for Employees and any conditions or limitations applicable to the individual cardholder,
- the procurement of the required goods or services is impractical or inefficient if undertaken via a purchase order or is not able to be obtained other than by a transaction card,
- supplier surcharges (fees) on transactions are minimised and only allowable where the alternative method of obtaining the supply (i.e., by purchase order) is more onerous, not cost effective or there is no alternative mode of supply,
- hospitality expenditure may only occur when it is undertaken with the express permission of the CEO,
- official travel, accommodation and related expenses may only occur in accordance with Shire policies and procedures,
- a sufficient record of each transaction is obtained and retained in the local government record.

Allowable transaction modes include:

- in-person and over the counter retail purchases,
- telephone or facsimile purchasing,
- mail order purchasing and subscriptions,
- internet purchasing.

Prohibited transactions

The Shire prohibits the use of transaction card facilities for:

- cash advances,
- incurring expenses which are personal or private (i.e., any expenditure which is not an approved local government activity),





- making deposits onto the card, whether to offset misuse or otherwise,
- incurring expenditure for goods or services which are subject to a current supplier contract,
- incurring expenses which are not in accordance with legislation, Council Policy – Purchasing and Procurement, the Annual Budget and/or the conditions or limitations relevant to the individual cardholder,
- splitting expenditure to avoid compliance with Council Policy – Purchasing and Procurement or to negate limits or conditions applicable to the cardholder; and
- incurring expenses for the primary purpose of obtaining personal advantage through the transaction (i.e., membership or loyalty rewards).

Duty of care and responsible use

A cardholder is required to:

- keep the transaction card and access information in a safe manner; protected from improper use or loss;
- only use the transaction card for allowable purposes and not for prohibited purposes;
- obtain, create, and retain local government records that evidence transactions;
- acquit the reconciliation of transaction card usage in the required format and within required timeframes. The onus is on the cardholder to provide sufficient detail for each transaction to avoid any potential perception that a transaction may be of a personal nature;
- return the transaction card to the Shire before termination of employment, inclusive of reconciliation records;
- reimburse the Shire the full value of any unauthorised, prohibited or insufficiently reconciled expenditure; and
- comply with all cardholder responsibilities as outlined by the card provider.

Transaction evidence

A sufficient transaction record must include the following minimum information:

- Tax invoice and/or receipt that includes the date, company name, address, ABN, amount, and any GST amount included, or
- Where a tax invoice and/or receipt cannot be obtained, the cardholder must provide a Statutory Declaration, in accordance with the *Oaths, Affidavits and Statutory Declarations Act 2005*, detailing the nature of the expense and sufficient information to satisfy the requirements above.





Where a transaction card is used to incur an expense for hospitality, the transaction record must include for the purposes of Fringe Benefits Tax calculations and probity:

- the number of persons entertained,
- the names of any employees in that number; and
- the purpose of providing the entertainment or hospitality.

Misuse, misconduct and fraudulent use

Any alleged misuse of transaction cards will be investigated and may be subject to disciplinary procedures.

Where there is reasonable suspicion of misconduct or fraudulent activity arising from transaction card facilities the matter will be reported to the appropriate regulatory agency, subject to the requirements of the *Public Sector Management Act 1994* and the *Corruption, Crime and Misconduct Act 2003*.

Definitions

Cardholder means an employee who has been authorised by the CEO to incur expenditure by means of a transaction card.

Transaction Card means a card facility (which may include credit, debit, store, parking, cab-charge and fuel cards) approved for use in lieu of cash transactions, to incur expenditure for goods and services for the purposes of the Shire of Ashburton business activities only in accordance with relevant Shire policies.

Relevant policies/documents

Purchasing and Procurement Policy

Relevant legislation/local laws

Local Government Act 1995

Section 6.5 Accounts and records

Local Government (Financial Management) Regulations 1996

Regulation 5 CEO's duties as to financial management

Regulation 11 Payments, procedures for making etc.

Office use only			
Relevant delegations			
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		





Agenda Item 12.5 - Attachment 3

Elected Member Photographs



Council Policy – Elected Member Photographs

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Governance
Responsible Officer	Manager Governance
Affected Business Unit/s	Governance Media and Communications

Objective

To set out the arrangements for official photographs following each ordinary election.

Scope

This policy applies to all elected members and the Chief Executive Officer (CEO) of the Shire of Ashburton (the Shire) following each ordinary election.

Policy Statement

Official photographs

Official photographs of elected members (individual and group) and the CEO will be taken following each ordinary election.

In the event of Council membership changing partway through a term of office, then an updated photograph shall be taken as soon as possible after any new elected members are sworn in.

A new photograph will not be required where any retiring member is not replaced partway through a term of office.

Council photographs may be displayed in the Shire office foyer or Council Chamber.

Copies of individual elected member photographs or Council photographs may be supplied in an electronic format to elected members upon request, at no charge.

Honour board

The Council honour board will be updated following the ordinary election.

Use of official photographs

Official photographs may be used in accordance with the following conditions:

- In Council documents (e.g., Strategic Plans, Annual Reports, on Shire website, etc),
- Provided to the media (upon request). Elected members will be notified if an official portrait photograph is provided for use by the media or a third party.
- For Shire related purposes (i.e., promotion of Council and its members).



- Photographs cannot be reproduced without the written permission of the Shire (as copyright owners).
- Photographs provided by the Shire shall not be used for private purposes or election campaign purposes (see Council Policy – Election Caretaker).

Definitions

Elected members include the Shire President and all Councillors.

Relevant policies/documents

Council Policy – Election Caretaker

Council Policy – History Collection

Relevant legislation/local laws

Nil

Office use only			
Relevant delegations			
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		Resolution #





Agenda Item 12.5 - Attachment 4

Elected Member Briefing Forums



Council Policy – Elected Member Briefing Forums

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Governance
Responsible Officer	Manager Governance
Affected Business Unit/s	All

Objective

To provide a forum at which elected members can become fully informed on matters that will be considered by Council and can raise and discuss a broad range of matters of strategic significance.

Scope

Applies to all relevant forums for elected members of the Shire of Ashburton (the Shire).

Policy Statement

This policy provides guidelines governing the conduct of the Elected Member Briefing Forums (Briefing Forums) to ensure compliance with the intent of the *Local Government Act 1995* including the principles of open and accountable decision making.

Briefing Forums shall be held each Ordinary Council Meeting day with sessions held both prior to, and after the Ordinary Council Meeting.

Where deemed necessary, a Briefing Forum may be scheduled for a particular matter, with the approval of the CEO in consultation with the Shire President.

Briefing Forums may consist of, but are not limited to, workshops, presentations and elected member training.

Workshop/presentation

Workshops and presentations provide elected members the opportunity to be informed and have input into strategic direction related issues.

Where available, copies of presentations made during Briefing Forums will be provided to elected members following the Briefing Forum via the Elected Member Teams Channel. All presentations are confidential.

Training

Training provides elected members information on matters relevant to their role and systems implemented for their use.



Format

Briefing Forums are not open to the public.

Forums are to be attended by all elected members and relevant officers. Where required, external presenters may attend Briefing Forums for their allocated session.

Decisions or agreement must not be made in respect to any matter raised during the Briefing Forum that requires a Council resolution.

All principles of the *Local Government Act 1995* and Council’s Code of Conduct for Council Members, Committee Members and Candidates (the Code) apply to Briefing Forums. Subject to complying with the Code, discussion during Briefing Forums should be open, honest, and frank to engender a team approach to problem solving and to enable elected members to become fully informed on matters which may come before them.

Definitions

Elected members includes the Shire President and all Councillors.

Relevant policies/documents

Code of Conduct for Council Members, Committee Members and Candidates

Relevant legislation/local laws

Local Government Act 1995

Office use only				
Relevant delegations				
Council adoption	Date		Resolution #	
Reviewed/modified	Date		Resolution #	
Next review due	Date		Resolution #	





Agenda Item 12.5 - Attachment 5

Elected Member Recordkeeping



Council Policy – Elected Member Recordkeeping

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Governance
Responsible Officer	Manager Governance
Affected Business Unit/s	Governance

Objective

The objective of this policy is to provide guidance to elected members regarding their record keeping responsibilities and establish appropriate practices to facilitate the ease of capture of elected member records.

Scope

This policy applies to all elected members of the Shire of Ashburton (the Shire).

Policy Statement

Elected members’ records are important and necessary as they serve as a history of the transaction and business process of local government and member accountability functions arising from their participation in the decision-making processes of Council and committees.

Some local government records created and received by elected members have continuing value to the Shire and should be incorporated into the Shire’s records management system.

Government records

Records created or received by elected members that relate to local government business must be captured, regardless of a record’s format or where it was received, as part of the local government’s corporate memory in accordance with the Shire’s Recordkeeping Plan.

Government records include:

- Correspondence and communications
- File notes made after verbal communications, meetings, phone calls etc.
- Video and audio recordings
- Photographs
- Email
- Social Media posts (e.g. Facebook, Twitter)
- Databases
- Websites



- Messages from Apps (e.g. WhatsApp, Messenger)
- TXT messages.

When to create and capture a record:

- Information is related to Council business
- An action is required
- A decision or commitment is made
- Business need: for future reference by yourself or others
- Historical: identifies Council activity over time.

What should be recorded?

Communications	Examples
Written	<ul style="list-style-type: none"> • Complaints and compliments • Correspondence concerning corporate matters • Submissions, petitions and lobbying • Information for Council's interest relating to local government business activity and functions.
Verbal	<ul style="list-style-type: none"> • Telephone, meetings and other verbal conversations regarding local government projects or business activities • Addresses, speeches and presentations delivered as part of an elected member's official duties.
Social media	Where the post: <ul style="list-style-type: none"> • Creates interest from the public or media • Communicates decisions or commits the local government to an action • Seek feedback • Addresses issues of safety, and/or • Relate to sensitive or contentious issues.
Work diaries/appointment books	Where it contains information that may be significant to the conduct of the elected member on behalf of the local government.

What doesn't need to be recorded?

Communications	Examples
Duplicate copies	Council meeting agenda, minutes and papers.
Draft documents or working papers	Where they are already captured at the local government.
Publications	Newsletters, circulars, journals etc.





Invitations	To community events where an elected member is not representing Council or the local government.
Verbal	Which: <ul style="list-style-type: none"> convey routine information only, or do not relate to local government business or functions.
Elections	Electioneering or party-political information.
Personal records	Communications not related to an elected member’s official duties.

How to capture records

Elected members can forward records of continuing value to the Shire for incorporation into the records management system.

Elected members can do this by:

- forwarding emails/electronic records to emrecords@ashburton.wa.gov.au, or
- hard copy records can be hand delivered to the Shire’s administration offices or given to the Governance Officer at the monthly Ordinary Council Meeting.

Elected member correspondence

Correspondence addressed to elected members received at the Shire office, including those marked Private, Confidential, Personal will be opened by designated officers, and if of continuing value, incorporated into the records management system, before forwarding to the elected member.

Definitions

Record means information recorded in any form created or received and maintained by an organisation in the transaction of business and kept as evidence of such activity and includes:

- anything in which there is writing or Braille,
- a map, plan, diagram, or graph,
- a drawing, pictorial or graphic work, or photograph,
- anything on which there are figure marks, perforations, or symbols, having a meaning for persons qualified to interpret them,
- anything from which images, sounds or writings can be reproduced with or without the aid of anything else; and
- anything on which information has been stored or recorded, either mechanically, magnetically, or electronically.





Relevant policies/documents

Shire of Ashburton Recordkeeping Plan
 State Records Office – Records Management Advice – Local Government Elected Members’ Records

Relevant legislation/local laws

Section 2.7 of the *Local Government Act 1995*
State Records Act 2000
Freedom of Information Act 1992

Office use only				
Relevant delegations				
Council adoption	Date		Resolution #	
Reviewed/modified	Date		Resolution #	
Next review due	Date		Resolution #	





Agenda Item 12.5 - Attachment 6

Legal Representation for Elected Member and Employees



Council Policy – Legal Representation for Elected Members and Employees

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Governance
Responsible Officer	Manager Governance
Affected Business Unit/s	All

Objective

The objective of this policy is to:

- establish the principles under which funding for legal representation may be provided, the level of funding that may be provided and the processes to be followed by the applicant when making a request.
- facilitate full, frank, and impartial decision-making and actions by relevant persons (meaning current and former serving elected members, committee members and employees) in the performance of their roles and responsibilities in pursuit of good government of the Shire of Ashburton (the Shire).

Scope

Applies to all elected members and employees of the Shire.

Policy Statement

Legal representation criteria

There are four major criteria for determining whether the Shire will pay the legal representation costs of an elected member or employee:

- The legal representation costs must relate to a matter that arises from the performance, by the elected member or employee, in fulfilling his or her functions for the Shire,
- The legal representation cost must be in respect of legal proceedings that have been, or may be, commenced,
- In performing his or her functions, to which the legal representation relates, the elected member or employee must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct, and
- The legal representation costs do not relate to a matter that is of a personal or private nature.



Examples of legal representation costs that may be approved

If the criteria in this policy is satisfied, the Shire may approve the payment of legal representation costs:

- Where proceedings are brought against an elected member or employee in connection with his or her functions – for example, an action for defamation or negligence arising out of a decision made or action taken by the elected member or employee,
- To enable proceedings to be commenced and/or maintained by an elected member or employee to permit him or her to carry out his or her functions – for example where an elected member or employee seeks to take action to obtain a restraining order against a person using threatening behaviour to the elected member or employee, or
- Where exceptional circumstances are involved – for example, where a person or organisation is lessening the confidence of the community in the local government by publicly making adverse personal comments about an elected member or employee.

The Shire will not approve, unless under exceptional circumstances, the payment of legal representation costs for a defamation action, or a negligence action, instituted by an elected member or employee.

Application for payment

An elected member or employee who seeks assistance under this policy is to make an application, in writing, to the Chief Executive Officer (CEO).

The written application for payment of legal representation costs is to give details of:

- the matter for which legal representation is sought,
- how that matter relates to the functions of the applicant,
- the lawyer (or law firm) who is to be asked to provide the legal representation,
- the nature of legal representation to be sought (such as advice, representation in Court, preparation of a document etc.),
- an estimated cost of the legal representation, and
- why it is in the interests of the Shire for payment to be made.

As far as possible the application is to be made before commencement of the legal representation to which the application relates.

The application is to be accompanied by a signed written declaration by the applicant that he or she:

- has read, and understands, the terms of this policy,





- acknowledges that any approval of legal representation costs is conditional on the repayment provisions of this policy and any other conditions to which the approval is subject,
- undertakes to repay to the Shire any legal representation costs in accordance with the provisions of this policy, and
- that he or she has acted in good faith and has not acted unlawfully or in a way that constitutes improper conduct in relation to the matter to which the application relates.

An application is also to be accompanied by a Council report, prepared by the CEO or where the CEO is the applicant by an appropriate employee, such as the Director Corporate Services.

Legal representation costs limit

The Council in approving an application in accordance with this policy shall set a limit on the costs to be paid based on the estimated costs in the application.

An elected member or employee may make a further application to the Council in respect of the same matter.

Council's powers

The Council may:

- refuse,
- grant, or
- grant subject to conditions,

an application for payment of legal representation costs.

Conditions under the above may include, but are not restricted to, a financial limit and/or a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of legal representation costs.

In assessing an application, the Council may have regard to any insurance benefits that may be available to the applicant under the Shire's insurance policy or its equivalent.

The Council may at any time revoke or vary an approval, or any conditions of approval, for the payment of legal representation costs.

The Council may, subject to this policy, determine that an elected member or employee, whose application for legal representation costs has been approved, has in respect of the matter for which legal representation costs were approved:

- not acted in good faith, or has acted unlawfully or in a way that constitutes improper conduct, or
- given false or misleading information in respect of the application.





A determination may be made by the Council only based on, and consistent with, the findings of a Court, tribunal, or inquiry.

Where the Council determines the legal representation costs are to be repaid by the elected member or employee, it is to be done so, in accordance with this policy.

Authorisation to CEO

In cases where a delay in the approval of an application will be detrimental to the legal rights of the applicant, the CEO may exercise, on behalf of the Council, any of the powers of the Council under this policy, to a maximum of \$5,000 in respect of each application.

An application approved by the CEO, is to be submitted to the next Ordinary Council Meeting of the Council or if deemed necessary by the Shire President, a Special Council Meeting. Council may exercise any of its powers under this Policy.

Repayment of legal representation costs

An elected member or employee whose legal representation costs have been paid by the Shire, is to repay the Shire:

- all or part of those costs – in accordance with a determination by the Council,
- as much of those costs as are available to be paid by way of set-off – where the elected member or employee receives monies paid for costs, damages, or settlement, in respect of the matter for which the Shire paid the legal representation costs.

The Shire act in a Court of competent jurisdiction to recover any monies due to it under this policy.

Definitions

Approved lawyer means:

- a 'certified practitioner' under the *Legal Practice Act 2003* and from a law firm on the Shire's panel of legal service providers, or as otherwise determined by Council based on need for a specific skill and/or expertise, or
- a person or firm approved in writing by the Council or the CEO under delegated authority.

Elected member or employee means a current or former commissioner, elected member, non-elected member of a Council committee or employee of the Shire.

Legal proceedings mean civil, criminal, or investigative.





Legal representation means the provision of legal services to or on behalf of an elected member or employee, by an approved lawyer that is in respect of:

- a matter or matters arising from the performance of the functions of the elected member or employee, and
- legal proceedings involving the elected member or employee that have been or may be commenced.

Legal representation costs mean costs, including fees and disbursements, properly incurred in providing legal representation.

Legal services mean advice, representation or documentation that is provided by an approved lawyer.

Payment means payment by the Shire of legal representation costs either by:

- a direct payment to the approved lawyer (or the relevant firm), or
- a reimbursement to the elected member or employee.

Relevant policies/documents

Application for Assistance – Legal Representation Costs

Relevant legislation/local laws

Local Government Act 1995

Office use only				
Relevant delegations				
Council adoption	Date		Resolution #	
Reviewed/modified	Date		Resolution #	
Next review due	Date		Resolution #	





Agenda Item 12.5 - Attachment 7

Regional Price Preference



Council Policy – Regional Price Preference

Responsible Directorate	Office of the Chief Executive Officer
Responsible Business Unit/s	Office of the Chief Executive Officer
Responsible Officer	Senior Procurement Officer
Affected Business Unit/s	All

Objective

To promote local business partnerships within the Pilbara region and Shire of Ashburton (the Shire) by giving preference to regional suppliers in the procurement of goods or services via tender or quotation.

Scope

Applies to all relevant purchasing and procurement undertaken by, or on behalf of the Shire.

Policy Statement

This policy establishes the guidelines to promote local business partnerships within the Shire by giving preferential consideration to regional suppliers in the procurement of goods and/or services via tender or formal quotation.

The Shire will encourage local industry to do business with Council through the adoption of a regional price preference advantage in conjunction with standard tender and quotation considerations.

This policy will apply to all Shire tenders and quotations where prices are being sought from both local and non-local businesses.

1. Content

Regional Price Preference will be applied to all quotes and tenders over \$50,000, however only to the goods or services that are being supplied by a relevant regional supplier. Regional suppliers that intend to claim a regional price preference under this policy may be required to submit suitable proof of eligibility with their tender/quotation.

If, in the opinion of the Shire, a supplier has deliberately provided false or misleading information to benefit from this policy, their tender/quotation may be considered nonconforming and as such may be excluded from evaluation.



2. Price preference levels

A price preference may be given to a local business by assessing the tender from that local business as if the price bids were reduced by the values set out in regulation 24D(1) of the *Local Government (Functions and General) Regulations 1996*.

Level 1 – Suppliers located within the Shire’s municipal boundary

A preference may be given to a regional tenderer by assessing the tender from that regional tenderer as if the price bids were reduced by:

- (a) 10% - where the contract is for goods or services, up to a maximum price reduction of \$50 000, or
- (b) 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50 000, or
- (c) 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500 000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

Level 2 – Suppliers located within neighbouring municipalities

A preference may be given to a regional tenderer by assessing the tender from that regional tenderer as if the price bids were reduced by:

- (a) 5% - where the contract is for goods or services, up to a maximum price reduction of \$50 000, or
- (b) 2.5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50 000, or
- (c) 5% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500 000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

3. Proof of eligibility

Businesses who claim the regional price preference must indicate on their tender or quotation submission that they wish to claim the regional price preference and on which criteria they claim it.

Suitable proof of eligibility must be provided.





Where a price preference is being claimed by non-local business based on goods or services being supplied from regional sources only those goods or services identified in the tender or quotation as being from regional sources may be included in the discounted calculations that form a part of the assessments of a tender or quotation when a regional price preference policy is in operation.

If, in the opinion of the Shire, a supplier has deliberately provided false or misleading information to benefit from this policy, their quotation or tender may be considered non-conforming and, as such, may be disqualified.

4. Competitive purchasing

Price is only one factor that the Shire considers when evaluating a quotation or Tender. There is nothing contained within this policy that compels acceptance of the lowest price. The tender or quotation that is determined to be both cost effective and advantageous to the Shire will be the most likely to be accepted.

5. Consequences

This policy represents the formal policy and expected standards of the Shire. Elected members and employees are reminded of their obligations under the relevant Codes of Conduct to give full effect to the lawful policies, decisions, and practices of the Shire.

6. Roles and responsibilities

Employees will use the local market for their procurement requirements to encourage economic growth and local business partnerships where it is practical and reasonable to do so.

Employees are to ensure that the application of a regional price preference is clearly identified within the tender and quotation documents to which the preference is to be applied and that this policy is made available to businesses as part of the quotation or tender.

Definitions

Construction is the carrying out of any works that are construction, reconstruction, renovation, or alteration to any structure where there is a design element that has been initiated by the Shire. This includes but is not limited to residential buildings, commercial buildings, shelters, and civil construction including roads and other public infrastructure.

Quotation means a statement from a supplier setting out the cost for the supply of goods or services.

Local business in this policy is a regional tenderer as defined in the regulation 24(b) of the *Local Government (Functions and General) Regulations 1996*.





Regional tenderer means a supplier of goods or services who submits a tender and satisfies the following criteria:

- (a) that supplier has been operating a business continuously out of premises in the appropriate region for at least six months before the time after which further tenders cannot be submitted, or
- (b) some or all the goods or services are to be supplied from regional sources.

Region is defined as all businesses located within the Shire’s municipal boundary (level 1 suppliers), or in a neighbouring municipality (Pilbara and Gascoyne Development Commission Areas (East Pilbara, Port Hedland, Karratha, Carnarvon, Exmouth, Shark Bay and Upper Gascoyne) (level 2 suppliers):

To claim level 1 regional price preference, a supplier must demonstrate that:

- (a) it has continually operated a business within the Town for at least six months; or
- (b) some or all the goods or services are to be supplied from Town sources.

To claim level 2 regional price preference, a supplier must demonstrate that:

- (a) it has continually operated a business for at least six months within a neighbouring municipality; or
- (b) some or all the goods or services are to be supplied from a neighbouring municipality. Regional Price Preference: when applied in relation to a quotation or tender submitted by an eligible local business, involves assessing the price component of the tender or quotation as if the tendered/quoted price were discounted in accordance with this policy.

Tender means a tender required under regulation 11 of the *Local Government (Function and General) Regulations 1996* or other tender procedure as determined by Council.

Relevant policies/documents

Council Policy – Purchasing and Procurement

Relevant legislation/local laws

Section 3.57 of the *Local Government Act 1995*

Part 4 of the *Local Government (Functions and General) Regulations 1996*

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Relevant delegations	01.01.14 Tenders for Goods and Services		
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		Resolution #





Agenda Item 12.5 - Attachment 8

Authority to Apply for Grants



Council Policy – Authority to Apply for Grants

Responsible Directorate	Office of the Chief Executive Officer
Responsible Business Unit/s	Office of the Chief Executive Officer
Responsible Officer	Chief Executive Officer
Affected Business Unit/s	All

Objective

To provide guidelines for the application and acceptance of grants and subsidies.

Scope

Applies to all instances where the Shire of Ashburton is offered or is seeking grants or subsidies.

Policy Statement

Council encourages the application for funds that will have benefit to the community.

The Chief Executive Officer (CEO) has authority to make submissions for grants/subsidies subject to their purpose falling within the Shire's Strategic Community Plan.

The CEO can accept grants/subsidies, except in the following cases, which require specific Council authorisation:

- Grants/subsidies that require an unbudgeted co-payment of funds resulting in additional net expenditure not authorised as part of the Annual Budget process.
- Grants/subsidies where the amount varies significantly from that which has been identified and authorised as part of the Annual Budget process.

Definitions

Varies significantly means where the variation is more than 10% of the budgeted amount.

Relevant policies/documents

Nil

Relevant legislation/local laws

Local Government Act 1995

- Section 6.8 Expenditure from municipal fund not included in annual budget
- Section 6.15(1)(b)(ii) Local government's ability to receive revenue and income



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Relevant delegations			
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		Resolution #





Agenda Item 12.5 - Attachment 9

Debt Recovery



Council Policy – Debt Recovery

Responsible Directorate	Corporate Services
Responsible Business Unit/s	Finance
Responsible Officer	Manager Finance
Affected Business Unit/s	Finance

Objective

The objective of this policy is to:

- provide guidelines to employees on appropriate debt recovery and write off procedures to ensure effective control over rates and charges that become due and payable,
- ensure the monies owed to the Shire of Ashburton (the Shire) are received in a timely, efficient and effective manner in order to finance the Shire’s operations and ensure effective cash flow management,
- fulfil statutory requirements of the *Local Government Act 1995* and other relevant legislation in relation to the recovery of rates and charges, and
- ensure that during the debt recovery process the Shire will treat people fairly, consistently, and in a confidential and professional manner.

Scope

This policy applies to debtors to provide them with clear guidelines relating to outstanding monies.

Policy Statement

General principles

The Chief Executive Officer (CEO) shall ensure:

- appropriate credit limits and controls are established and maintained to ensure the risk of financial loss is correctly managed,
- credit terms are clearly outlined in the Application for Credit and stated on the issued tax invoice, and
- debt collection processes established are to be fair, flexible, and realistic and should accord with the ACC-ASIC Debt Collection Guidelines for Collectors and Creditors.

Rates and Service Charges

Rates and service charges will be issued each financial year as soon as the Annual Budget is adopted. Rates are payable in full by the due date or by two or four instalment options. A rate instalment notice is to be issued 35 days before the next instalment is due pursuant to section 6.50 of the *Local Government Act 1995*.



Excluding pensioners, if payment has not been made by the due date, either in full or an amount equivalent to the first payment of one of the instalment options, a Final Notice will be issued requesting full payment within 7 days.

Special payment arrangements

Council may, at the request of a ratepayer, approve special payment arrangements other than instalment options offered on the rate notice subject to the following:

- Special arrangements must be finalised in full prior to 30 June of the current financial year unless under extenuating circumstances, and as approved by the Director Corporate Services or CEO.
- Interest will continue to accrue on any arrears during the period of arrangement.
- All requests for payment arrangements are to be made in writing. Payments can be made either weekly, fortnightly, monthly or by other arrangements approved by the Director Corporate Services or CEO.
- Extension of time beyond three months without payment is not acceptable.
- Where the ratepayer defaults on two consecutive payments, the arrangement will immediately be withdrawn and may be subject to further action.

Sundry Debtor Accounts

The recovery of outstanding debtor accounts will be collected in a timely manner as follows:

- Payment not received within 30 days from invoice due date – Final Demand issued allowing seven days to pay or services may be limited and/or credit suspended.
- Payment not received at 60 days from invoice due date – debt may be referred to a collection agency.

Timing of pursuing debtor accounts is at the discretion of the Director Corporate Services.

Oceanview Caravan Park and Sun Chalets

Oceanview Caravan Park and Sun Chalets managers will follow the procedures under the *Caravan Parks and Camping Grounds Act 1995*, to recover debts and will forward onto Finance for recovery once these have been exhausted.

Infringements

Infringements are recorded in the Shire's approved records management system and recovery is managed by Ranger Services. When infringements remain unpaid, they may be referred to Fines Enforcement Registry and recovered under the *Fines, Penalties and Infringement Notices Enforcement Act 1994*.





Debt Recovery/Legal Proceedings – Rates and Sundry Debtors

Following the expiry date on the Final Notice/Demand, the Shire may, on a case-by-case basis, refer the debt to its collection agency to commence legal proceedings which may include:

- General Procedure Claim,
- Default/summary Judgment,
- Means Inquiry hearing, and
- Property Seizure and Sale Order.

Further legal proceedings may continue until the debt is paid in full.

All legal costs associated with the debt collection action are to be borne by the owner of the debt and will subsequently remain a charge on the land/property (where applicable).

Alternative recovery options – rates and service charges only

Where rates and service charges remain unpaid and an alternative special arrangement is not in place, with the prior approval of Council, the Shire may take the following courses of action:

- Where the property is not occupied by the ratepayer and is leased, section 6.60 of the *Local Government Act 1995* shall be imposed. The lessee or tenant will be required to pay to the Shire, the rent payable under the lease/tenancy agreement as it becomes due, until the outstanding amount has been paid in full.
- Impose section 6.64 of the *Local Government Act 1995*, to lodge a caveat on the title of the land.
- Impose section 6.64 of the *Local Government Act 1995*, to take possession of the land (only where rates and service charges are unpaid for at least three years).
- For the purpose of determining if it is a condition of the loan for the rates and taxes to be kept current, query with the Mortgager details of the loan where applicable, with a view to having the debt paid by the financial institution.

Late payment penalty

Interest is to be calculated daily on overdue monies at a rate set in the Annual Budget in accordance with the *Local Government Act 1995*.

Where an instalment option is taken, the account of the ratepayer is to be levied with an additional instalment charge as prescribed in Council's Fees and Charges schedule.





A late penalty fee is to be charged on special payment arrangements as prescribed in Council's Fees and Charges schedule.

Bad debts/write-off

Council may at its discretion, remit penalties and related expenses for late payment of rates, including where genuine hardship can be substantiated.

Writing off unpaid debts will only be considered when all reasonable attempts have been made to recover the outstanding amount.

Unrecoverable debts may be written off under Council delegation.

An annual review of provisions for doubtful debts will occur and appropriate adjustments made in the budget.

Exemptions

Sporting/community groups and other Not-for-Profit organisations may be excluded from debt recovery action and penalty interest. However, the Shire may refuse booking requests for facilities if monies owing exceeds the Shire's trading terms.

Funding bodies and government organisations are exempt from debt recovery action and penalty interest.

Definitions

Debtor means a person/company who owes money to the Shire, including a ratepayer who has overdue rates and/or service charges.

Relevant policies/documents

Nil

Relevant legislation/local laws

Local Government Act 1995

- Section 6.12 Power to defer, grant discounts, waive or write off debts
- Section 6.13 Interest on money owing to local governments
- Section 6.45 Options for payment of rates or service charges
- Section 6.49 Agreement as to payment of rates and service charges
- Section 6.50 Rates or service charges due and payable
- Section 6.51 Accrual of interest on overdue rates or service charges
- Section 6.56 Rates or service charges recoverable in court
- Section 6.60 Local government may require lessee to pay rent
- Section 6.64 Actions to be taken
- Section 6.65 Power to lease: procedure





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Relevant delegations	01.01.17 Defer, Grant Discounts, Waive or Write Off Debts 01.01.21 Agreement as to Payment of Rates and Service Charges 01.01.23 Recovery of Rates or Service Charges 01.01.24 Recovery of Rates Debts – Require Lessee to Pay Rent 01.01.25 Recovery of Rates – Actions to Take Possession of the Land		
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		





Agenda Item 12.5 - Attachment 10

Graffiti Management



Council Policy – Graffiti Management

Responsible Directorate	Infrastructure Services
Responsible Business Unit/s	Town Maintenance
Responsible Officer	Manager Town Maintenance
Affected Business Unit/s	Town Maintenance Facilities Regulatory Services

Objective

To provide guidelines in responding to graffiti on Shire of Ashburton (Shire) property.

Scope

This policy applies to all land and facilities under the care, control or management of the Shire.

Policy Statement

The Shire aims to enhance the built environment by reducing the incidence of graffiti vandalism on its property.

The Shire will not remove, and cannot compel, private landowners to remove graffiti. It does, however, encourage private landowners to remove graffiti from their property to improve the overall amenity of the district.

The Shire will:

- remove graffiti as quickly as is possible from Shire property,
- work with the Police, business, community, residents and government agencies to minimise graffiti vandalism and encourage the rapid removal of graffiti,
- encourage reporting of graffiti vandalism and graffiti offenders,
- monitor and address graffiti vandalism at specific sites and places within the Shire using targeted and coordinated strategies,
- develop, implement, and support a broad range of graffiti reduction and prevention programs,
- partner with and engage the community, residents, and businesses to develop strategies for graffiti removal and prevention, and
- educate the community and create greater awareness of the impact of graffiti vandalism, the Shire’s graffiti management strategies and appropriate ways of minimising the potential for graffiti.



Definitions

Graffiti means any drawing, writing, painting, symbol, or mark applied to or marked on property by:

- spraying, writing, drawing, marking or otherwise applying paint or another marking substance, or
- scratching or etching.

Relevant policies/documents

Nil

Relevant legislation/local laws

Graffiti Vandalism Act 2016

Office use only			
Relevant delegations			
Council adoption	Date		Resolution #
Reviewed/modified	Date		Resolution #
Next review due	Date		

