NOTICE OF MEETING

Dear Elected Member

The next Ordinary Council Meeting of the Shire of Perenjori will be held on Thursday 21st March 2013 in the Council Chambers, Fowler Street, Perenjori commencing at 1.30pm.

Ali Mills
Chief Executive Officer
15 March 2013
Shire of Perenjori
AGENDA
Ordinary Council Meeting

To be held in the Shire of Perenjori Council Chambers, Fowler Street, Perenjori on 21st March 2013, to commence at 1.30 pm.

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Shire of Perenjori

Ordinary Meeting

AGENDA

21st March 2013

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13031 PRELIMINARIES

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13031.2 OPENING PRAYER

13031.3 DISCLAIMER READING

13031.4 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

13031.5 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

13031.6 PUBLIC QUESTION TIME

13031.7 NOTATIONS OF INTEREST

Financial Interest – Local Government Act s 5.60A
Proximity Interest – Local Government Act s 5.60B
Interest Affecting Impartiality – Shire of Perenjori Code of Conduct.

13031.8 APPLICATIONS FOR LEAVE OF ABSENCE

13031.9 CONFIRMATION OF MINUTES

Minutes of Ordinary Council meeting held 20th December 2012 are attached.
13031.10  ANNOUNCEMENTS BY PERSON PRESIDING WITHOUT DISCUSSION

13031.11  PETITIONS / DEPUTATIONS / PRESENTATIONS

13032  FINANCE

13032.1  CONFIDENTIAL ITEM – FINANCE REPORTS FOR MARCH 2013

APPLICANT:  SHIRE OF PERENJORI
FILE:  ADM 0216
DISCLOSURE OF INTEREST:  Nil
AUTHOR:  ALI MILLS – CEO
RESPONSIBLE OFFICER  DOUG STEAD – DCEO
REPORT DATE:  21st March 2013
ATTACHMENTS  Nil

13033  HEALTH BUILDING & PLANNING
Executive Summary
Listed are the roads graded for the month of February.

Coorow Maya road
Caffins rd
Syson rd
Back Bowgada rd
Cunningham rd
Bowgada East rd
Sharpe rd
Keogh rd
North rd

Background
Nil

Statutory Environment
Local Government Act 1995 S3.1 – the general function of Local Government is to provide for the good government of people in its district.

Policy Implications
Nil

Financial Implications
Nil

Strategic Implications
Nil

Consultation
Nil
Comment
Nil

Voting Requirements – Simple Majority

Officers Recommendation – Item
That the road maintenance report for February be accepted as presented.

13034.2 60 DOWNER STREET HOUSE

APPLICANT: WORKS SUPERVISOR
FILE: ADM0111
DISCLOSURE OF INTEREST: NIL
AUTHOR: KEN MARKHAM - WORKS SUPERVISOR
RESPONSIBLE OFFICER: KEN MARKHAM – WORKS SUPERVISOR
REPORT DATE:
ATTACHMENTS Quotes

Executive Summary

Expressions of interest where called for the refurbishment of 60 Downer street. One quote was received from a local contractor, Mr Brad Cannon who has quoted on parts of the works list and left out others. A company from Perth, Element Construction have also submitted a quote.
Council may decide to award the quoted works to Mr Brad Cannon and look at having the outstanding items done either internally or by engaging contractors. This includes floor coverings, painting internally and externally, replacement of 2 windows, checking/repairing of plumbing and inspection/repair of any electrical requirements. The works that have been quoted on come to $42,815 inc.GST. Council’s budget is $54,516 inc. GST.
To complete the outstanding works could cost another $20 – $30,000.
The quote from Element Construction has covered all requirements that were listed. Their total quote came to $92,344.19 inc.GST.

Background
Council resolved to budget for the refurbishment of 60 Downer street and set aside $54,516 to do so.
A works list was compiled and made available to interested parties to quote on all or parts of the list to bring the house back to an acceptable standard.

Statutory Environment
Nil
Policy Implications
Nil

Financial Implications
A budget of $54,516 is available for the 2012/13 financial year.

Strategic Implications
Nil

Consultation
Nil

Comment
Nil

Voting Requirements – Simple Majority

<table>
<thead>
<tr>
<th>Officers Recommendation – Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Council accept the quote for the works listed by Cannon Carpentry of $42,815 inc.GST for 60 Downer street and use the remaining funds to carry out as much of the remaining works with any still outstanding to be budgeted for in the 2013/14 financial year. or</td>
</tr>
<tr>
<td>2. Council does not carry out the works on the 60 Downer street house and puts it up for sale by tender. or</td>
</tr>
<tr>
<td>3. Council accept the quote from Element Construction of $92,344.19 inc. GST and budget in the 2013/14 financial year for the extra funds needed to cover the works.</td>
</tr>
</tbody>
</table>
Background

Council must determine whether to conduct a voting in person or postal election, and whether to appoint the WA Electoral Commission to conduct the poll.

Local Government Elections are scheduled for Saturday 19 October 2013. Perenjori has elected members terms expiring in October 2013.

<table>
<thead>
<tr>
<th>Ward</th>
<th>Incumbent</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latham Caron</td>
<td>Cr Jenny Hirsch</td>
<td>4 Years</td>
</tr>
<tr>
<td>Maya</td>
<td>Cr Peter Waterhouse</td>
<td>4 Years</td>
</tr>
<tr>
<td>Perenjori</td>
<td>Cr Laurie Butler</td>
<td>4 Years</td>
</tr>
<tr>
<td>Perenjori</td>
<td>Cr Rodney Desmond</td>
<td>4 Years</td>
</tr>
</tbody>
</table>

Local Government elections (apart from the amalgamation poll) have been conducted as voting in person elections with the CEO as the returning officer. The CEO performing the role of returning officer is the default position in the Act – if Council does not make an alternative appointment the CEO performs the role. There has not been a contested election since May 2005, and there has been occasions where there has been insufficient candidates for the available positions.

Utilising the Electoral Commission for postal voting does incur considerable costs which can be approx. $10,000.

If Council decides to conduct a postal election it must be conducted by the WA Electoral Commission (s 4.61(4));

A decision to conduct a postal election has no effect unless there has been a prior or contemporaneous decision to appoint the Electoral Commissioner to conduct the poll.
Statutory Environment

Local Government Act 1995 S4.20 enables Council to declare the Electoral Commissioner responsible for conducting their elections, having first obtained the written agreement of the electoral commissioner.

Policy Implications

Nil

Financial Implications

The costs associated with conducting the elections in house are minimal, other than CEO time. If Council elected to opt for a postal vote then funds would need to be allocated in the 2013/14 budget.

Strategic Implications

N/A

Consultation

DLG

Comment

Key dates for the forthcoming election have not been released as yet. Given the limited experience of the existing CEO to this process it has been decided to obtain an early decision to ensure all necessary information and preparation is obtained.

Voting Requirements – Absolute Majority

<table>
<thead>
<tr>
<th>Officers Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>That the CEO:</td>
</tr>
<tr>
<td>1. Seek the Electoral Commissioners written agreement to conduct the Ordinary Election on the respective advertised date in October.</td>
</tr>
<tr>
<td>2. Be the Returning Officer for the October 2013 Ordinary Elections to be conducted as a voting in person election.</td>
</tr>
</tbody>
</table>
Executive Summary

A Donations Policy was requested to be developed to guide Council’s decision making as increasing requests for assistance are made to Council.

Background

Council receives requests for assistance from various groups, individuals and organisations, which can include requests for:

- Financial support
- Waiving of fees and charges for use of Council facilities, equipment
- In kind support including, labour, materials, plant and equipment

Recent requests have included donations for sporting events, isolated parents, waiving of fees for use of the community bus and the pavilion for seniors activities. A policy with criteria will provide Council with some guidance regarding a fair distribution of donations as requests are presented.

Statutory Environment

The requirement is covered in the Local Government (Financial Management) Regulations 1996 (FM Regulations).

Policy Implications

Nil

Financial Implications

An annual amount will need to be included in each budget for Donations.

Strategic Implications

Council endeavours to provide support to community groups, events and activities which will benefit residents of Perenjori.

Consultation

Other Local Government Policies

Comment
The policy will provide some perimeters for Council’s decision making assisting with the fair assessment of requests for support.

Voting Requirements – Simple Majority

Officers Recommendation

That Council:

1. Endorses the Perenjori Donations Policy as presented.

13035.3 APPLICATION FOR MINING LEASE 59/748

APPLICANT: Karara Mining Limited (KML)
FILE: ADM 0216
DISCLOSURE OF INTEREST: Nil
AUTHOR: ALI MILLS – CEO
RESPONSIBLE OFFICER: ALI MILLS – CEO
REPORT DATE: 21st March 2013
ATTACHMENTS: Letter and location information

Executive Summary

Correspondence has been received advising Council of an application for a Mining Lease submitted to the Department of Mines and Petroleum (DMP).

This report recommends that Council acknowledges the applications and recommends to the DMP that certain conditions be imposed.

Background

Correspondence received from KML in February 2013, id for an exploration licence 59/748. The application has the capacity to impact on an area of land about 25km North east of the Karara Homestead.

They have provided a location plan detailing land area to be explored.

Statutory Environment

Mining Act 1978

33. Application for mining tenement by permit holder
1) Subject to subsection (1a), where an application is made in accordance with this Act for a mining tenement that relates to private land notice of the application shall be given in the prescribed manner by the applicant to —
   a) the chief executive officer of the local government;
   b) the owner and occupier of the private land; and
Minutes – Ordinary Meeting held on 21st June 2012 (Page 47)
c) each mortgagee of the land under a mortgage endorsed or noted on the title or land register or record relating to that land, but if there is no occupier of the land, or no such occupier can be found, the notice of the application shall be affixed in some conspicuous manner on the land.

**Policy Implications**

Nil

**Financial Implications**

Nil

**Strategic Implications**

Nil

**Consultation**

Nil

**Comment**

Whilst Council has minimal power over whether exploration licence is approved or not it is recommended that certain conditions be presented

**Voting Requirements – Simple Majority**

<table>
<thead>
<tr>
<th>Officers Recommendation – Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>That Council acknowledges the applications for Mining Lease 59/748 and requests the following conditions be imposed by the Department of Mines and Petroleum if the Mining lease is to be issued:</td>
</tr>
<tr>
<td>1. All surface holes drilled for the purpose of exploration are to be capped, filled or otherwise made safe after completion.</td>
</tr>
<tr>
<td>2. All costeans and other disturbances to the surface of the land made as a result of exploration, including drill pads, grid lines and access tracks, being backfilled and rehabilitated to the satisfaction of the district mining engineer. Backfilling and rehabilitation being required no later than six (6) months after excavation unless otherwise approved in writing by the district mining engineer.</td>
</tr>
<tr>
<td>3. Abandoned equipment and temporary buildings being removed from the mining tenement prior to or at the termination of exploration program.</td>
</tr>
<tr>
<td>4. No activities taking place to the detriment of any roads, streets or verges.</td>
</tr>
<tr>
<td>5. Minimum disturbance being made to natural vegetation.</td>
</tr>
<tr>
<td>6. Adequate dust suppression control methods and practices being used.</td>
</tr>
<tr>
<td>7. Except with the approval of the Shire of Perenjori, all mining excavations or drilling operations being backfilled and the ground reinstated and revegetated at the completion of the operation to the satisfaction of the Shire of Perenjori.</td>
</tr>
<tr>
<td>8. All works comply with the Environmental Protection (Noise) Regulations 1997.</td>
</tr>
<tr>
<td>9. All waste materials, rubbish and plastic sample bags to be removed within 60 days of placement.</td>
</tr>
</tbody>
</table>
Shire of Perenjori

AGENDA

Ordinary Meeting

21st March 2013

13035.4 APPLICATION FOR PLANNING APPROVAL – SINGLE DWELLING

APPLICANT: PATRICK BEALE
FILE: ADM0190
DISCLOSURE OF INTEREST: NIL
AUTHOR: ALI MILLS - CEO
RESPONSIBLE OFFICER: ALI MILLS - CEO
REPORT DATE: 21ST March 2013
ATTACHMENTS Development Application and House Plans

Executive Summary

A Development Application for Planning Consent has been lodged for a single residence to be located on Lot 353 Timmings Street Perenjori.

Background

An Application for Planning Consent has been received from Patrick Beale for a Class 1 dwelling to be built on the site. The applicant is requesting consideration for a waiver to the Local Planning Scheme no. 2 under clause 5.5 “variations” subclause 5.51/.5.53 of the setback encroachment on the grounds that no adverse effects to adjoining owners enjoyment of their properties shall be effected.

The Local Planning Scheme No. 2 requires a 6 metre set back for buildings on all plots zoned R10. The proposed setback will be reduced to 3.95 metres at one of the rear corners of the dwelling. (This is indicated on the diagram attached).

Comment

The design of the building and it’s placement on the lot is aimed at achieving optimal thermal performance. To disallow the reduced set back will compromise this aim and any benefits to the future home occupiers.

Statutory Environment

Shire of Perenjori Town Planning Scheme No.2

Policy Implications

Nil.

Financial Implications

Nil.

Voting Requirements – Simple Majority

Officers Recommendation

Planning consent is granted to Patrick Beale for the development of a single dwelling on Lot 353 Timmings Street Perenjori, with a reduced setback of 3.95 metres on one rear corner of the dwelling.
**Executive Summary**

The final version of the Establishment Agreement for the MWRC is presented for adoption by Council.

**Background**

Council endorsed a previous draft version of the Establishment Agreement at its meeting on the 18th October 2012. A final version has now been presented which will replace the previous version.

A new Establishment Agreement was proceeded with to recognise the new boundaries of the Regional Council with the merger of Mullewa with the City of Greater Geraldton and departure from the MWRC. The agreement also needed to consider the potential of Shire’s withdrawing from the MWRC and the situation of Three Springs, which is detailed below.

The following paragraphs are new in the agreement:

1. **Revoking a Withdrawal Notice**
   A Participant may, at any time prior to the date on which a withdrawal is to take effect pursuant to clause 15.2, cancel its notice of its intention to withdraw from the MWRC by giving to the MWRC and to the other Participants a written notice of such cancellation.

2. **Special Provision for Shire of Three Springs**
   The Participants acknowledge that the Shire of Three Springs gave notice of its intention to withdraw from the MWRC pursuant to the former agreement and the date on which that notice will take effect will be 30 June 2014, and the 2 year period pursuant to clause 15.4 will commence from 1 July 2014.

**Statutory Environment**

Section 3.61 of the Local Government Act 1995 – Establishing a regional local government

**Policy Implications**

Nil

**Financial Implications**

Nil
Strategic Implications
Redrafting the Midwest Regional Council Establishment Agreement

Consultation
Nil

Voting Requirements – Simple Majority

Officer Recommendation
That Council resolve to adopt and sign the new Midwest Regional Council Establishment Agreement.

13036 OTHER BUSINESS

13036.1 MOTIONS OF WHICH DUE NOTICE HAVE BEEN GIVEN

13036.2 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

13036.3 URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

13036.3.1 CARAVAN PARK FEES AND CHARGES – NON PARK RESIDENTS

APPLICANT: Manager Perenjori Caravan Park
FILE: ADM 0177
DISCLOSURE OF INTEREST: Nil
AUTHOR: ALI MILLS – CEO
RESPONSIBLE OFFICER ALI MILLS – CEO
REPORT DATE: 21st March 2013
ATTACHMENTS Nil

Executive Summary
A new fee is being requested to be applied for non park residents utilising the shower and laundry facilities.

Background
Council has set the following rates in its Fees and Charges schedule for 2012/13 for non park residents per use:
Laundry Facilities  $9.09 exc gst  $10.00 gst
Ablution Facilities  $9.09 exc gst  $10.00 gst

At times the park does have requests from people who require both shower and laundry facilities for short term use, being a month at a time. These people tend to be land owners in the Shire who don’t have such facilities however do camp on their own properties.

At the existing rates the fees per day for two people to shower amounts to $140 per week. A couple currently using this facility have requested a review of this fee as their stay will extend to approx. two months. It is suggested a weekly and monthly fee would be reasonable to apply for short to medium term users.

The following fees are recommended for people planning to use the facilities for a week or more at a time:

Ablution Facilities – per week/per person  $36.39 exc gst  $40.00 gst
per month/per person  $54.57 exc gst  $60.00 gst

Laundry facilities as above.

Statutory Environment
Local Government Act 1995, Part 6 Division 5, 6.16

6.16.  Imposition of fees and charges

(1)  A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

* Absolute majority required.

(2)  A fee or charge may be imposed for the following —

(a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
(b) supplying a service or carrying out work at the request of a person;
(c) subject to section 5.94, providing information from local government records;
(d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
(e) supplying goods;
(f) such other service as may be prescribed.

(3)  Fees and charges are to be imposed when adopting the annual budget but may be —

(a) imposed* during a financial year; and
(b) amended* from time to time during a financial year.

* Absolute majority required.

Policy Implications

Nil
Financial Implications
None expected, as limited income from this source could be expected.

Strategic Implications
Nil

Consultation
Manager Caravan Park

Comment
The fees proposed seem reasonable, and less imposing than those for one off uses. Existing numbers of non park users are very small so it is not expected for numbers to increase.

Voting Requirements – Absolute Majority

<table>
<thead>
<tr>
<th>Officers Recommendation – Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>That Council endorses the new fees for non park users at the Caravan Park, as follows:</td>
</tr>
<tr>
<td>Ablution Facilities – per week/per person</td>
</tr>
<tr>
<td>per month/per person</td>
</tr>
<tr>
<td>Laundry Facilities</td>
</tr>
</tbody>
</table>

13036.3.2 DONATION – PERENJORI PRIMARY SCHOOL P&C ASSOCIATION INC

| APPLICANT: | Perenjori Primary School P&C Association Inc |
| FILE: | ADM 0051 |
| DISCLOSURE OF INTEREST: | Nil |
| AUTHOR: | ALI MILLS – CEO |
| RESPONSIBLE OFFICER | ALI MILLS – CEO |
| REPORT DATE: | 21st March 2013 |
| ATTACHMENTS | Letter |

Executive Summary
A request for a donation has been received from the Perenjori Primary School P&C Association Inc to assist with prizes for their annual AFL Footy Tipping Competition.

Background
The competition is run annually each year by the School P&C to raise funds to assist in improving the facilities and resources at the school. The donations can consist of vouchers or cash to be used as spot prizes.
Council has an item regarding the allocation of donations as a part of this agenda. Utilising the criteria stated within the proposed policy the following indicates the meeting of the criteria:

✓ The status of the applicant organisation (eg charity, not for profit).
   *Not for Profit*

✓ The numbers of people benefiting
   *Potentially all Perenjori Primary school students – 45 current enrolments*

✓ The availability of the event, service to the community.
   *Footy Competition for whole community, School very important to whole community*

✓ The alignment of the event, service or activity with Council’s philosophies and strategic direction.
   *Councils is keen to support children and youth, groups and organisations*

✓ The perceived benefit of the event or activity to the Perenjori community
   *Very high benefit – School is essential services for community*

✓ Alternative funding sources that may be applicable.
   *Limited, local business*

✓ Contribution to the event or activity made by the applicant organisation or individual/s.
   *Significant voluntary hours from P&C members to run competition and fundraise*

✓ Commitment to acknowledgement of the Shire of Perenjori.
   *All sponsors are acknowledged in weekly updates, school newsletter and Bush telegraph*

**Statutory Environment**
Nil

**Policy Implications**
As per proposed Shire of Perenjori Donations Policy

**Financial Implications**
Nil

**Strategic Implications**
Nil

**Consultation**
President P & C

**Comment**
Nil

**Voting Requirements – Simple Majority**
Shire of Perenjori

Ordinary Meeting

AGENDA

21st March 2013

Officers Recommendation

That Council provide a donation to the Perenjori primary School P&C Association Inc to assist with the annual Footy Tipping Competition of $100.

13036.3.3 LEMC MEETING MINUTES – FEBRUARY 2013

APPLICANT: Community Emergency Services Manager
FILE: ADM 0093
DISCLOSURE OF INTEREST: Nil
AUTHOR: ALI MILLS – CEO
RESPONSIBLE OFFICER ALI MILLS – CEO
REPORT DATE: 21st March 2013
ATTACHMENTS Nil

Executive Summary

Minutes from a meeting held on the 7th February 2013, are presented for Council’s information.

Background

A Joint Local Emergency Management Committee consisting of the Shires of Perenjori, Mingenew, Morawa and Three Springs was established. The minutes of the first meeting for this year are attached for Councillor’s information. The CEO attended this meeting, which was attended with representatives from all Shires and the Department Emergency Services (DFES).

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Consultation

Nil

Comment

The next meeting will be held in Perenjori with the opportunity for Councillor’s to attend. The meeting will include a desk top exercise.
**Shire of Perenjori**

**Ordinary Meeting**

**AGENDA**

**21st March 2013**

**Voting Requirements – Simple Majority**

<table>
<thead>
<tr>
<th>Officers Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>That Council receives the Minutes of the LEMC held at Three Springs on the 7th February 2013.</td>
</tr>
</tbody>
</table>

**13036.3.4 YARRA YARRA REGIONAL CATCHMENT COUNCIL (YYRCC) - FUTURE**

| APPLICANT: | Wheatbelt Catchment Alliance of WA Inc |
| DISCLOSURE OF INTEREST: | Nil |
| AUTHOR: | ALI MILLS – CEO |
| RESPONSIBLE OFFICER | ALI MILLS – CEO |
| REPORT DATE: | 21st March 2013 |
| ATTACHMENTS | Letter |

**Executive Summary**

Council is being requested to support the continuation of the YYCRC for at least a further twelve months.

**Background**

YYRCC have been advised they like all Local Governments are required to complete the Integrated Planning process. The head of power regarding these Plans is section 5.56 Planning for the future. Section 5.56 and its associated regulations apply both to local governments and to Regional Local Governments. The only parts of the Act that don’t apply to Regional Local Governments are spelt out in s3.66 of the Act, and as that section makes no reference to the Planning for the Future provisions, those provisions do apply.

The YYRCC are concerned with the increasing costs involved with this planning and increasing compliance, and have concerns with long term viability. An Agenda item was presented at the YYRCC meeting in February which recommended a winding up of the organisation by the 30th June 2013. Below is comments from the CEO of the YYRCC, Chairman of the Wheatbelt Catchment Alliance, and the recommendations of the meeting:

**CEO:**

*The cost of compliance has now reached a ridiculous proportion to the size of the organisation and with this added burden, it is not sensible to retain the Regional Council as a local government, and it is time to transform the organisation into a VRoC where the onus of compliance is removed at a cost saving of around $16-17000.00 per annum. Alternately the Regional Council could be dissolved and all responsibility of the management (which is the continuation of NRMO services) of the Yarra Yarra catchment area be offered to NACC to be run in-house. To do this there will be costs that will need to be met in the dissolving of the Regional Council (audit expenses and staff) to wind down its operation. The CEO*
estimates that subject to the cash position as at the 30th June 2013 this could cost in
the vicinity of $20,000.00.

Mr. Max Hudson Chairman of the Wheatbelt Catchment Alliance:
Mr. Hudson gave a brief recount of what had happened over the last 12 months to
he point where he attended a meeting at Northam in December which had
been called by the Wheatbelt Development Commission. It attended by the
CEO and Chairman of that organisation, Director of Agriculture,
representatives from the CSIRO and the Wheatbelt Catchment Alliance. It
was established that the information and data that had been and is still being
collected by the Yarra Yarra Catchment Regional Council on the deep
drainage pilot scheme was relevant to the presentation of the “Business Case” but needed to be published as a scientific document to be considered
authentic. He advised that CSIRO was prepared to assemble and publish the data
but the cost would be $170,000.00. Mr. Hudson said it was disappointing that the
WCA had thought they had got to the position of the “Business Case” being
presented to Cabinet when another obstacle was placed in its path. He said he was
pursuing means of funding CSIRO.
He finished by saying it was essential that the Regional Council continue to be in
existence however he could not give a timetable as to when the “Business Case”
would be likely to be presented to Cabinet.
There was a thought by Council that the same players (Ministers) might not be
around after the current election which would present another problem in itself.
Mr. Hudson distributed a report which updated the position of the Wheatbelt
Catchment Alliance.

YYRCC OFFICER RECOMMENDATION:
That the Yarra Yarra Catchment Regional Council be wound up as at the 30th June 2013 and
the decision to either become a VRoC or not be left to the Member Councils for final decision
at the May meeting.

Council requested that the CEO recommendation “lay on the table” to be considered at the
next meeting of the Regional Council in May.

COUNCIL RESOLUTION:
Moved Cr. Butler 2nd Cr. Coaker that the Regional Council write to the existing members of
the Regional Council advising the financial plight of the Regional Council and seek advice
from the participating Councils for its future direction.

Carried 3/0

Moved Cr. Coaker 2nd Treloar that the Regional Council write to the Dalwallinu, Koorda and
Wongan Hills Shire Councils seeking an indication from those Councils whether they would
be prepared to rejoin a union of Councils with a lesser local government structure (with
resulting reduction in costs) to provide a union of Councils that would materially assist the
Wheatbelt Catchment Alliance in providing the platform for any successful funding from the
state as a result of the WCA “Business Plan” presentation to State Cabinet.

Carried 3/0
Shire of Perenjori

AGENDA

Ordinary Meeting
21\textsuperscript{st} March 2013

Statutory Environment
Nil

Policy Implications
Nil

Financial Implications
If the YYRCC continued funds would need to be allocated in the coming 2013/14 budget to support the operations.

Strategic Implications
Nil

Consultation
Deputy Shire President

Comment
Nil

Voting Requirements – Simple Majority

<table>
<thead>
<tr>
<th>Officers Recommendation – Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. That Council consider the information provided and provide written feedback to YYRCC regarding future directions.</td>
</tr>
<tr>
<td>2. The CEO canvasses the views of Councillors on the future directions for the YYRCC and presents these in writing.</td>
</tr>
</tbody>
</table>

13036.4 DATE OF NEXT MEETING / MEETINGS

The next Ordinary Council Meeting will be held on the 18\textsuperscript{th} April 2013.

13036.5 CLOSURE
Attachments

21st March 2013
Ordinary Council Meeting
Attachment

13034.1 Road Maintenance Map

21st March 2013
Ordinary Council Meeting
Attachment

13034.2  60 Downer Street Quotes

21st March 2013
Ordinary Council Meeting
Cannon Carpentry

Brad Cannon
P.O Box 112
Perenjori, WA 6620
Phone - 0427448523
Email - brad_cannon9@hotmail.com
ABN – 11353508455

QUOTE 
QUOTE # 057
DATE: 27/2/2013

TO:
Perenjori Shire

FOR:
60 Downer Street, Perenjori

Please see attached documents for quoted work as per list supplied by shire.

Thanks,
Brad Cannon
Cannon Carpentry

Whilst all care is taken to ensure an accurate quote, if during demolition any structural damage is discovered this will need to be fixed prior to work commencing and will be at extra cost to the client. This quote remains valid for a period of 30 days, after this period a revised quote may be necessary. All work completec and materials remain the property of Cannon Carpentry until paid for in full.
Work Required

60 Downer Street

A) • Front and rear screen doors – replace
B) • New front steps
C) • Patch/ repair external walls and paint
D) • Gutters- repair/ replace and paint
E) • Repair floor in laundry, new trough/cupboard and tapware
F) • Replace ceiling in room 1
G) • New hallway pantry door
H) • Replace bathroom door
I) • Replace bathroom floor, ceiling and new shower, bath and hand basin/ cupboard
J) • Repair internal walls throughout and paint
K) • Paint all architraves, mouldings, skirting boards
L) • New door bedroom 3
M) • Repair/ replace ceilings throughout and paint
N) • Replace broken front window lounge room
O) • Replace broken window in room 3
P) • New kitchen cupboards, benches, sink and overheads
Q) • Insulation to ceiling
R) • Whirly birds
S) • New toilet system
T) • Check and repair all plumbing
U) • Check and repair/ upgrade electrical, install RCD’s and smoke alarms
V) • New floor coverings throughout – lino, carpet and tiling
A) Front and rear screen doors - replace:
   - Supply and install new aluminium framed screen doors to front and rear entries.
   
   TOTAL                               $935.00 inc. GST

B) New front steps:
   - Supply and install new treated pine decking boards and step treads to front entry landing similar to existing.

   TOTAL                               $710.00 inc. GST

C) Patch/repair external walls and paint:
   NOT QUOTED

D) Gutters - repair/replace and paint:
   - Supply and installation of new colorbond gutters and downpipes to existing roof.

   TOTAL                               $1 590.00 inc. GST

E) Repair floor in laundry, new trough/cupboard and tapware:
   - Removal and disposal of existing lino, plywood flooring sheets, laundry trough and W/C.
   - Supply and installation of:
     - Compressed cement wet area flooring sheets, screed/waterproofing, floor and skirting tiles and laundry trough.
     - Supply new W/C and laundry tap ware.

   ALL PLUMBING TO BE COMPLETED BY LICENCED PLUMBER - NOT INCLUDED

   TOTAL                               $4145.00 inc. GST
F) Replace ceiling in room 1:
   - Removal and disposal of existing ceiling and cornices.
   - Supply and installation of new plasterboard ceiling sheets and cornices.
   - Painting of new ceiling and cornices.
   TOTAL $2135 inc. GST

G) New hallway pantry door:
   - Supply and installation of new flush panel door to linen cupboard.
   TOTAL $215 inc. GST

H) Replace bathroom door:
   - Supply and installation of new flush panel door to bathroom.
   TOTAL $215 inc. GST

I) Replace bathroom floor, ceiling and new shower, bath and hand basin/cupboard:
   - Strip out and dispose of existing bathroom linings/flooring and fixtures.
   - Supply and installation of new compressed cement wet area flooring sheets, screed/waterproofing, plasterboard wall and ceiling sheets and cornices, floor and wall tiles, shower screen and vanity unit.
   - Supply of new bath, shower base, and tap ware.
   - Painting of walls and ceiling in new bathroom.
   
   ALL PLUMBING TO BE COMPLETED BY LICENCED PLUMBER - NOT INCLUDED
   TOTAL $12,075.00 inc. GST

J) Repair internal walls throughout and paint:
   NOT QUOTED
K) **Paint all architraves, mouldings, skirting boards:**

**NOT QUOTED**

L) **New door bedroom 3:**

- Supply and installation of new flush panel door to bedroom 3.

**TOTAL**  
$215 inc. GST

M) **Repair/replace ceilings throughout and paint:**

- Supply and install new plasterboard ceilings and cornices throughout entire house.

- Seal and paint new ceilings and cornices.

**TOTAL**  
$11 800 inc. GST

N) **Replace broken front window lounge room:**

**NOT QUOTED**

O) **Replace broken window in room 3:**

**NOT QUOTED**

P) **New kitchen cupboards, benches, sink and overheads:**

- Removal and disposal of existing kitchen cupboards.

- Supply and installation of new flat-pack style kitchen - same size as existing.

- Supply and installation of overhead cupboards above oven - approx 1500mm in length.

- Supply and install splashback tiles to new kitchen.

- Supply kitchen sink - to be installed by licenced plumber.

**TOTAL**  
$5250 inc. GST
Q) Insulation to ceiling:
   - Supply and install fibre-glass insulation batts to entire ceiling area.
   TOTAL $2950 inc. GST

R) Whirly birds:
   - Supply and install 2 whirly birds to roof.
   TOTAL $580 inc. GST

S) New toilet system:
   NOT QUOTED

T) Check and repair all plumbing:
   NOT QUOTED

U) Check and repair/upgrade electrical, install RCD's and smoke alarms:
   NOT QUOTED

V) New floor coverings throughout - lino, carpet and tiling:
   NOT QUOTED
Date: 12/3/13
Carla Sanderson
Shire of Perenjori,
44 Fowler Street,
Perenjori, WA 6620

Re: Works to 60 Downer Street, Perenjori.

Hi Carla,

We are pleased to offer our quotation for work as per supplied scope and site inspection;

✓ Supply and install flyscreen to 2 x screen doors.
✓ Remove and replace front steps and decking.
✓ Patching and painting throughout inside and out as per scope.
✓ Remove and replace floors to l'dry, wc and bathroom with CFC sheeting.
✓ Remove and replace ceilings throughout, including 75mm cove cornice.
✓ Remove and replace linen closet door, bed 3 and bathroom doors with standard flush panel hollow core doors and budget hardware.
✓ Remove and replace all bathroom, l'dry and kitchen fittings and fixtures and replace with budget fixtures and fittings as per scope.
✓ Remove and replace wc pan and cistern with budget replacement.
✓ Check and test / repair existing plumbing.
✓ Remove and replace kitchen cupd’s with budget cabinetry and laminate tops, including small run of over o’heads to be discussed.
✓ Insulate ceiling with R3.0 polyester batts.
✓ Replace 2 x broken windows only.
✓ Install 2 x Whirley Birds to roof.
✓ Repair or replace gutters where required. Blocked gutters appear to be the cause of leaks.
✓ Install new switchboard as the original is asbestos backed, RCD’s and smoke alarms, including complete test of all existing electrical. Any additional problems found will be carried out and additional charges may apply.
✓ Remove and replace lino, carpet, and tiling throughout as per scope.
✓ Remove all rubbish from site.

Price: $83,949.26

GST: $8,394.93

Total Price: $92,344.19

Note: removal and replacement of front fence can be quoted as per discussion with Ken Markham on site.

Kind regards,
Andy Snell
0402316929
THIS QUOTATION REMAINS VALID FOR 30 DAYS FROM THE ABOVE DATE AFTER WHICH A REVISED QUOTE MAY BE NECESSARY. ANY VARIATION TO THE ABOVE QUANTITIES MAY RESULT IN A VARIATION TO THE QUOTED PRICE.

I accept this quotation and certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Element Construction WA Pty Ltd which form part of, and are intended to be read in conjunction with this Quotation Form and agree to be bound by these conditions. I authorize the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client’s obligations under this contract.

SIGNED (CONTRACTOR): ___________________________ SIGNED (CLIENT): ___________________________

Name: __________________________________________ Name: ________________________________

Position: ________________________________________ Position: ______________________________

WITNESS TO CLIENT’S SIGNATURE: __________________________

Signed: ________________________________________ Name: ___________________________ Date: ____________

Element Construction WA Pty Ltd
520A Guildford Road
Bayswater, WA 6053
ph/fx: 08 9379 1851
e: info@elementconstruction.com.au

ABN 79 560 684 955 www.elementconstruction.com.au

ACN 137 509 490 © EC Credit Control Pty Ltd - 2011

MASTER BUILDERS
member
Notes:
- Remove and replace plasterboard ceilings throughout.
- Insulate new ceilings throughout.
- Patch and paint all internal and external throughout.
- Remove and replace zincalume guttering if required.
- Install 2 x whirleybirds to roof.
- Inspect all plumbing throughout and repair / replace where required.
- Inspect all electrical and install RCD’s if required and re wire any suspect wiring.
- Install smoke detectors.

- Remove and replace vinyl flooring
- Lounge 3.51 x 5.16

- Remove and replace carpet
- Bed 2 3.51 x 3.39
- Bed 3 3.51 x 2.75
- Bed 3 3.51 x 2.75

- Remove and replace all kitchen fitting and fixtures and replace with new budget grade fitting, fixtures and cabinetry
- Kitchen / dining 3.51 x 5.13

- Remove and replace flooring
- Replace fly screen to existing bedroom door
- Dining 2.42 x 1.99

- New tapware and trough to laundry
- Remove and replace pan and cistern to wc
- Remove and replace all bathroom fitting and fixtures and replace with new budget grade fittings, fixtures and cabinetry
- Bath 1.60 x 1.84
- W.C. 2.42 x 1.84

- Do not scale from this drawing check all dimensions on site prior to setting out and commencing any work

CLIENT: Shire of Perenjori
ADDRESS: 60 Downer Street, Perenjori.
Attachment

13035.2 Donations Policy

21st March 2013
Ordinary Council Meeting
SHIRE OF PERENJORI
DONATIONS POLICY

DEFINITIONS
Donation – provision of financial or in-kind support by Council to an individual or group.

Fees and charges - mean those imposed by the Shire on an organization or group for the use of a Shire owned facility or the staging of a particular event or activity.

Shire facilities - mean all Shire owned and operated facilities and reserves across the Shire that are included as available for hire or use in the Shire’s Annual Schedule of Fees and Charges.

PURPOSE/OBJECTIVES
Council is committed to building strong and resilient communities in Perenjori and to maximising social wellbeing for all citizens. One means of achieving these goals is to provide assistance being financial or in kind in the form of donations to individuals and groups to help develop leadership skills, increase community participation in civic life and address identified social issues.

Statement:
Given that the Council receives requests from community groups and organisations throughout the year for donations, sponsorships and the waiver of Council fees and charges, a procedure for the assessment of applications ensures:-

- Transparency and accountability to the community;
- An effective reporting mechanism to Council regarding the total value of donations approved in any one financial year;
- An equitable assessment of each application or request received;
- A standard process for applicants to follow when requesting donations or sponsorships from the Shire Council.

The responsibility for the disbursement of funds will be with Council, whilst Council officers will undertake the management of these processes.
The total value of the fund will be determined each year during the Council’s annual budget deliberations.

The donations program will be advertised across the whole community annually.
Groups who receive support in one year do not automatically receive ongoing funding in future years.
POLICY STATEMENT

Donations within Perenjori
Council donations will generally only be provided for individuals who reside in the Perenjori local government area, or to community organisations that operate within the Perenjori local government area and/or for the benefit of Perenjori residents.

ELIGIBILITY

a) Any Not For Profit, Community service, groups or welfare or charitable organisations or groups providing programs or services to residents of Perenjori
b) Any activity, event or program that is supported by Council’s existing Strategic Plan and policies,
c) Young people who are aged 10 to 20 years who have their Primary residence in Perenjori
d) All Schools in the Shire of Perenjori
e) Contractors who are conducting work on behalf of the Shire of Perenjori (applicable to waiving or reducing of fees only and in relation to accommodation)
f) Agree to complete an acquittal and evaluation report where requested. Failure to do so may render the applicant ineligible for future funding.

Assessment criterion will include:

- The status of the applicant organisation (eg charity, not for profit).
- The numbers of people benefiting
- The availability of the event, service to the community.
- The alignment of the event, service or activity with Council’s philosophies and strategic direction.
- The perceived benefit of the event or activity to the Perenjori community
- Alternative funding sources that may be applicable.
- Contribution to the event or activity made by the applicant organisation or individual/s.
- Commitment to acknowledgement of the Shire of Perenjori.

General Community Donations
Council will consider donations to the community, subject to the adoption of a budget for that purpose on an as need basis. Applicants for a Council donation must be able to demonstrate that they can:
- Meet an identified social need of the Perenjori community in accordance with Council’s Community Strategy or other relevant social planning documents;
- Effectively deliver the project; and
- Provide value for money.

Youth Donations
Council will provide donations to young people for the purposes of developing leadership skills and encouraging active civic participation. The amount of the donations can be up to:
- $100 for regional level activities (taking place within WA)
$200 for national level activities (taking place within Australia other than in WA)
$500 for international level activities (taking place outside Australia)
School Donations
Council will make available donations to each school in Perenjori to be given as a prize, in cash or goods, to a student who has excelled in citizenship, academic studies, artistic endeavors or sporting proficiency.

Schools will be able to notify Shire staff of their interest in these donations and the prize will be given at the annual awards ceremony or equivalent. The prize will be presented by the Shire President (or delegate).

Sports Donations
Council can provide donations to individuals and teams from Perenjori in representative sports for which they have qualified. The amount of the donations can be up to:

- $200 for regional representation
- $500 for state representation
- $500 for international representation
- $500 for team representation

Events and Activities
Council can also provide financial and or in kind support for community events through corporate sponsorship. This can include the covering of costs associated with the hire and use of Council facilities, community bus, equipment and staff.

Donations outside Perenjori
Events
There are events which occur in places outside Perenjori which Council determines should be supported by a donation of cash or in-kind. Events such as natural disasters and wars create much human suffering which requires a widespread and concerted aid effort. Whilst the national government and to a lesser extent state governments have greater resources to be able to provide assistance, local government in Perenjori and elsewhere can also play a key role. A cash or in-kind contribution from Council increases the total overall aid effort and also sends a very important message of solidarity and goodwill from the people of Perenjori to those suffering the misfortune.

Cash
Council may resolve to provide any amount it deems reasonable to assist people affected by a national or international event that causing human suffering. It is recommended that an amount of up to $2,000 be considered in such instances. Depending on the total amount of such donations, Council may be required to top up the budget for the program.
In-kind
Council may also wish to consider providing material, equipment or human resources support for an event or group. In some instances, sending an engineer or community services worker, a truck or a load of material might be of more benefit than a cash contribution. Any such in-kind donation would need to take into account the impact on the essential work of the Council through consultation with the CEO before being committed. Any materials to be provided in-kind would be sourced locally where possible, to support local businesses.

AUTHORISED BY
Council

EFFECTIVE FROM
21st March 2013

REVIEW DATE
The policy will be reviewed every two years or as required.

ATTACHMENTS
Application form
APPLICATION FOR FINANCIAL ASSISTANCE

Name of Organisation: \\
Address: \\
Contact Person: \\
Position: \\
Phone No: \\
Mobile: \\

PART A – APPLICATION FOR FINANCIAL ASSISTANCE

1. What is the total amount of your request (exclusive of GST)? $............

2. Is your group/organisation registered for GST? Yes / No

3. Does your group/organisation have an ABN (Australian Business Number)? Yes / No
   If Yes, please quote your ABN ……………………………………………………………………

4. Does your group/organisation have Public Liability Insurance Yes / No
   If yes, please attach a Certificate of Currency

   Please Note: Successful applicants do not need to be registered for GST or have an ABN to receive a donation as the donations are classified as united. However, should your organisation be registered for GST and/or hold an ABN, please complete the above information.

5. Please provide details of how your Organisation intends to expend the Funds:

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

6. How will other residents of the Perenjori Shire benefit from your Organisation’s activities:

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

Application for Financial Assistance
7. Please list donations given to your Organisation by Council over the last three (3) years:

<table>
<thead>
<tr>
<th>Amount Received</th>
<th>Date</th>
<th>Purpose to which Funds we Applied</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

8. Has your Organisation made application for financial assistance from other bodies in the last 12 months?

<table>
<thead>
<tr>
<th>Funding Body</th>
<th>Project</th>
<th>Amount Sought</th>
<th>Amount Granted</th>
</tr>
</thead>
<tbody>
<tr>
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PART B – INFORMATION REGARDING YOUR ORGANISATION

1. Please supply a brief history of your Organisation and its current activities.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Is the Organisation based in the Shire of Perenjori? Yes / No

3. What is the number of current members of your Organisation?

PART C – ADDITIONAL INFORMATION

Please provide any additional information you consider necessary.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
SUCCESSFUL APPLICATION – REQUIREMENTS:

TAX INVOICE

In the event that your group/organisation is successful in receiving financial assistance and is registered for GST, you will be required to provide a Tax Invoice before payment is received. Details of group/organisation’s ABN and GST component must also be provided on the Tax Invoice.

FUNDS ACQUITTAL/EVALUATION

Waiver of Fees
No acquittal will be required where assistance has been given by way of the waiver or reduction of a Council Fee.

Allocation of Funds
Groups and organisations receiving funds from the Perenjori Shire Council maybe required to return the acquittal form (Attachment A) to Council within thirty (30) days of the conclusion of the project or activity, or the end of the financial year, whichever falls first.

FUNDS OF UNSPENT FUNDS
Funds which are unspent at the conclusion of the funding period must be returned to Council within sixty (60) days of the completion of the project, activity or event, or prior to the end of the financial year, whichever occurs first.
Acquittal Form

Name of Organisation: __________________________
Contact Person: ________________________________
Contact Number: ______________________________
Amount Allocated: _____________________________
Being for: ____________________________________

Summary of Expenditure

<table>
<thead>
<tr>
<th>Date</th>
<th>*Invoice/ Receipt #</th>
<th>Details</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Please attach copies of all invoices/receipts listed above

Reconciliation of Income and Expenditure

Income Allocated: _____________________________
Expenditure (as per above): ____________________

Difference: _________________________________

NOTE: All unspent funds must be returned to Council prior to the end of the financial year in which the allocation has been made.
Please provide a brief statement as to success of your project/activity for which the funds were allocated:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I certify that the fund received by our organisation/group have been spent in accordance with the funding arrangement.

Name: __________________________________

Signed: _______________________________   Date: ______________

<table>
<thead>
<tr>
<th>COUNCIL USE ONLY</th>
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</thead>
<tbody>
<tr>
<td>Date Acquittal received:</td>
</tr>
<tr>
<td>Certified by Finance Department:</td>
</tr>
<tr>
<td>Amount of Unspent Funds:</td>
</tr>
<tr>
<td>Unspent fund received:</td>
</tr>
</tbody>
</table>
Attachment

13035.3 Mining Lease
59/748

21st March 2013
Ordinary Council Meeting
Private and Confidential

19 February 2013

Shire of Perenjori
Chief Executive Officer
PO Box 22
PERENJORI WA 6620

By Registered Post: 24017255

Dear Sir/Madam

NOTIFICATION OF APPLICATION FOR MINING LEASE 59/748

Please find attached a copy of our application for Mining Lease 59/748, together with a map of the application area which is within the Shire of Perenjori.

This notification is in accordance with requirements of the Mining Act 1978.

Please do not hesitate to contact myself on (08) 9480 8712 if you wish to discuss any issue.

Yours sincerely

Jacquie Jankowski
Manager Tenements
KARARA MINING LTD

Attn
APPLICATION FOR MINING TENEMENT

(a) Mining Lease
(b) 3:35 a.m./p.m. 11/02/2013
(c) 59 Yalgoo

APPLICANT:
For each applicant:
(3) Full name
(7) Address
(8) No. of shares
(9) Total No. of shares

(g) & (e) Karara Mining Limited [ACN 070 871 831]
C/- Tenement Officer Gindalbie Metals Ltd
Level 9, London House, 216 St George's Terrace
PERTH WA 6000
(PO Box 7200 CLOISTERS SQUARE WA 6850)

(g) total 100

DESCRIPTION OF GROUND
APPLIED FOR:
(For Exploration Licences see Note 1.
For other Licences see Note 2.
For all Licences see Note 3.)
(h) See Attachment A
(i) See Attachment A
(j) See Attachment A

Section 67 partial conversion E59/817 & E59/1170

(i) 1,124.68 Ha

Name: Jacek Janowski
Ch Level 8, London House, 216 St George's Trce PERTH WA 6000

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 28th day of March, 2013. (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 2:45 p.m. on 14/2/2013 with fees of ....

Application $1,000.00
Rent $1,000.00
TOTAL $2,000.00

Perenjori Shire 7000

Mining Registrar

DEPARTMENT OF MINES AND PETROLEUM
14 FEB 2013
MINERAL TITLES DIVISION

Note 1: EXPLORE LICENCE
(i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (g), (h), (i) and (j) above.
(ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE
(i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.
(ii) The application must be lodged in the mine office where the applicant desires to be or where the proposed work is to be carried out.
(iii) The following section should be taken by the mine office to ascertain ground availability:
(a) public plans search
(b) register search
(c) ground inspection

Note 3: GROUND AVAILABILITY

The period for lodging of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

Note 4: ALL APPLICATIONS ON PUBLIC LAND

Entered in EMITS

14 FEB 2013

15 FEB 2013
ATTACHMENT A

DESCRIPTION
APPLICATION for MINING LEASE

Locality
Karara Homestead — about 25km north-east of

Datum
Datum post located at MGA94 co-ordinates Zone 50, 487472.35mE, 6785567.52mN.

Boundaries
thence to

<table>
<thead>
<tr>
<th>Easting (m)</th>
<th>Northing (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>485022.30</td>
<td>6787297.90</td>
</tr>
<tr>
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MGA94 co-ordinates Zone 50 in metres

Area
1124.68 Ha
Attachment

13035.4 Planning Approval

21st March 2013
Ordinary Council Meeting
SCHEDULE NO. 5

TOWN PLANNING AND DEVELOPMENT ACT 1928, (AS AMENDED)

SHIRE OF PERENJORI

TOWN PLANNING SCHEME NO. 2

Application for Planning Consent

1. Surname of Applicant: Beale
   Given Names: Patrick
   Full Address: MM33, 35 Stirling Hwy, Crawley, WA 6009

2. Surname of (if different from above)
   Land Owner: Shire of Perenjori
   Given Names:

3. Submitted by: Patrick Beale

4. Address for correspondence: 44 Fowler St, PO BOX 22, Perenjori, WA 6620

5. Locality of development: Shire of Perenjori

6. Title details of land: Lot 353

7. Name of road
   Serving property: Timmins St

8. State type of development: Class 1a dwelling

9. Nature and size of all buildings proposed: Single residence with 205m² gross developed area, 172m² internal floor area
   Materials to be used on external surfaces of buildings: Treated plywood sheeting, Colorbond roof
   General treatment of open portions of the site: Landscaped planter beds, reticulated turf
   Details of car parking and landscaping proposals: Two car partially enclosed carport with concrete driveway, landscaping as above with planting of local species
   Approximate cost of proposed development: $435,000
   Estimated time for construction: 12 weeks

SIGNATURE OF OWNER

(Both signatures are required if applicant is not the owner)

DATE

SIGNATURE OF APPLICANT OR AGENT

DATE 12/3/2013

NOTE: This form should be completed and forwarded to the Shire Council together with 2 COPIES of detailed plans showing complete details of the development including a site plan showing the relationship of the land to the area generally. In areas where close development exists, or is in the course of construction, plans shall show the siting of buildings and uses on lots immediately adjoining the subject land.
To the Shire of Perenjori,

In relation to the Application for Planning Consent attached, we would like to apply for a waiver to the Local Planning Scheme no. 2, clause 5.5 "variations" subclause 5.51/5.53 of the setback encroachment of the proposed development on the grounds that there will be no material disadvantage caused to owners of the adjacent lots. The minor encroachment of 4.6m² of a corner of the building into the rear setback of 6m which is required for plots zoned R10 is caused by the orientation of the building necessary to achieve optimal thermal performance on the site. Please see the drawing below which highlights the concerned area.
Attachment

13035.5 Draft Establishment Agreement MWRC

21st March 2013
Ordinary Council Meeting
Dated 2013

SHIRE OF MINGENEW
and
SHIRE OF MORAWA
and
SHIRE OF PERENJORI
and
SHIRE OF THREE SPRINGS

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AGREEMENT

THIS ESTABLISHMENT AGREEMENT dated the day of 2013

BETWEEN SHIRE OF MINGENEW of Victoria Street, Mingenew, Western Australia

AND SHIRE OF MORAWA of Winfield Street, Morawa, Western Australia

AND SHIRE OF PERENJORI of Fowler Street, Perenjori, Western Australia

AND SHIRE OF THREE SPRINGS of Railway Road, Three Springs, Western Australia

(“Participants”)

RECITALS

A. Pursuant to section 3.61 of the Act, two or more local governments may, with the Minister’s approval, establish a regional local government.

B. The Participants have resolved, on the dates referred to in Schedule 1, to enter into this Establishment Agreement and to submit it to the Minister for approval under section 3.61 of the Act.
OPERATIVE PART

1. FORMER ESTABLISHMENT AGREEMENT

The former agreement between the Participants to establish a regional local government dated __________ is revoked and substituted with this Establishment Agreement commencing on the Operative Date.

2. NAME

The name of the regional local government is the Mid West Regional Council; hereafter referred to as the MWRC.

Footnote:
1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. Except as stated in section 3.66 the Local Government Act 1995 applies to a regional local government as if:
   (a) the participants' districts together made up a single district; and
   (b) the regional local government were the local government established for that district.

3. MID WEST REGIONAL COUNCIL REGION

a) The Participants agree to form the MWRC commencing on the Operative Date.

b) The MWRC is established for the Region.

4. REGIONAL PURPOSE

The Regional Purpose for the MWRC's establishment is to:

a) Provide centralized services to, and on behalf of the Participants where provision of that service by the MWRC benefits the Region through:

   (i) A more effective use of resources, including financial, personnel and assets; or
   (ii) Increased prospects for receiving funding, services or service providers through representation of a larger population;

b) Assess the possibilities and methodology of facilitating, and to identify funding and revenue opportunities for, a range of services and projects on a regional basis;
c) Provide an advocacy function to influence and liaise with local, state and federal governments in the development of policies and legislation which are of benefit to the Region;

d) As a peak body provide leadership and deliver services, regional strategies and projects for Participants, in accordance with an approved MWRC strategic plan; and

e) Carry out any of the executive (but not legislative) functions of a local government, for the Participants including, without limitation, the following functions:

   (i) The control and management of assets vested in, or under the control and management of, the Participants;

   (ii) Regional collection, removal, processing, treatment and disposal of waste; and

   (iii) The promotion of economic development and employment within the Region.

Footnote:
1. In certain circumstances, a proposal to undertake a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59.
5. **DEFINITIONS**

In this Establishment Agreement unless the contrary intention appears:

“**Act**” means the *Local Government Act 1995 (WA)*;

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

“**Chairman**” means the person appointed to the office of chairman pursuant to clause 6.4(a);

“**Chief Executive Officer**” means the chief executive officer of the MWRC as appointed pursuant to clause 7;

“**Deputy Chairman**” means the person appointed to the office of deputy chairman pursuant to clause 6.4(a);

“**Establishment Agreement**” means this agreement and any attachments or schedules;

“**Member**” means a person appointed by a Participant as a member of the MWRC Council pursuant to clause 6.2;

“**Minister**” means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

“**MWRC**” means the Mid West Regional Council;

“**MWRC Council**” means the Council of the MWRC;

“**Operative Date**” means the date upon which the Minister declares by notice in the Government Gazette that the MWRC is established pursuant to section 3.61 of the Act;

“**Participant**” means a Shire who has entered into this deed and is a member of the MWRC;

“**Project**” means the undertaking of a specified item of work, which is specified in a Project Plan;

“**Project Plan**” means a plan prepared and adopted pursuant to clause 11;

“**Region**” means the districts of the Participants;

“**Regional Purpose**” means the purpose for which the MWRC was established as set out in clause 4;
“Service” means an administrative or operational function of the MWRC, provided to Participants, related to any purpose other than a Project, which is specified in a Service Plan;

“Service Plan” means a plan prepared and adopted pursuant to clause 9;

“Schedule” means a schedule to this Establishment Agreement;

“Written Law” means Commonwealth and Western Australian legislation, including statutes, ordinances, instruments, codes, requirements, regulations, by-laws and other subordinate legislation, the common law and the principles of equity.

6. **THE COUNCIL**

6.1 **Establishment of the MWRC Council**

a) The MWRC Council is established for the purpose of administering the Regional Purpose.

b) Subject to this Establishment Agreement and the Act, each Participant consents to the MWRC Council making decisions to administer the Regional Purpose in respect of that Participant’s district.

c) The MWRC Council will consist of 8 Members, comprising of 2 Members from each council of the Participants.

6.2 **Members of the MWRC Council**

a) Each Participant is to appoint two Members of the MWRC Council, being the president and deputy president of its council.

b) Each Member has the right to one vote in decisions of the MWRC Council.

c) A Participant may appoint two of its councillors as deputy Members of the MWRC Council who may act temporarily in place of either of the Participant’s Members during any period in which either of the Participant’s Members are unable, by reason of illness, conflict of interest or for any other cause, to perform the functions of the office.

d) Each Participant must ensure that its Members are duly authorised to represent and bind the Participant on any matter within the powers of the MWRC Council.

Footnote:

Section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the Establishment Agreement and consisting of members of the councils of the participants.

6.3 **Term of Office**

A Member is to hold office until the Member:

a) Ceases to be the president or deputy president of the council of the Participant;

b) Ceases to be a member of the council of the Participant; or

c) Is removed from office by the Participant,
whichever is the earlier.

Footnote:
Section 2.32 and 2.33 of the Act set out circumstances in which the office of a member of a councilor becomes vacant.

6.4 Election of Chairman and Deputy Chairman

a) The Members of the MWRC Council must elect a Chairman and a Deputy Chairman from amongst the MWRC Council:
   (i) at the first meeting of the MWRC Council following the Operative Date; and
   (ii) at the first meeting of the MWRC Council following the day on which ordinary elections are held under the Act.

b) If the office of Chairman or Deputy Chairman becomes vacant then the MWRC Council must elect a new Chairman or Deputy Chairman as the case requires.

c) The election of the Chairman is to be conducted by the Chief Executive Officer in accordance with the procedure prescribed under the Act for the election of a president by a council.

d) The election of the Deputy Chairman is to be conducted by the Chairman, or the Chief Executive Officer in the Chairman’s absence, in accordance with the procedure prescribed under the Act for the election of a deputy president by a council.

6.5 Tenure of Chairman and Deputy Chairman

a) The Chairman is to hold office until the earlier of the day that is two years after their appointment to the office of Chairman or the election of a new Chairman pursuant to clause 6.4(a).

b) The Deputy Chairman is to hold office until the earlier of the day that is two years after their appointment to the office of Deputy Chairman or the election of a new Deputy Chairman pursuant to clause 6.4(a).

6.6 Role of Chairman

The Chairman:

a) Presides at meetings of the MWRC Council;

b) Carries out civic and ceremonial duties on behalf of the MWRC;

c) Speaks on behalf of the MWRC;

d) Performs such other functions as are given to the Chairman by the Act, any other Written Law or this Agreement; and

e) Liaises with the Chief Executive Officer on the MWRC’s affairs and the performance of its functions.

Footnote:
1. The role of the MWRC Council is set out in section 2.7 of the Act.
2. The functions of the Chief Executive Officer are set out in section 5.41 of the Act.
3. The Chairman may agree to the Chief Executive Officer speaking on behalf of the MWRC – see section 5.41(f) of the Act.

6.7 Role of Deputy Chairman

a) The Deputy Chairman performs the functions of the Chairman when authorised to do so under this clause.
b) The Deputy Chairman may perform the functions of the Chairman if:
   (i) the office of Chairman is vacant; or
   (ii) the Chairman is not available or is unable or unwilling to perform the functions of Chairman.

6.8 Role of Members
A Member:

a) Represents the interests of the ratepayers and residents of the Region;

b) Facilitates communication between the community of the Region and the MWRC Council;

c) Participates in the MWRC’s decision-making processes at meetings of the MWRC Council and its committees; and

d) Performs such other functions as are given to the member by the Act or any other Written Law.

7. CHIEF EXECUTIVE OFFICER

a) The WMRC Council may appoint a Chief Executive Officer at such remuneration and on such terms and conditions and with such powers, authorities, discretions and duties as it considers appropriate.

b) The WMRC may terminate the term of the appointment of the Chief Executive Officer and the basis on which such employment may be terminated shall be specified in the contract of employment at any time subject to the MWRC complying with any Written Law or contract relating to the employment of the Chief Executive Officer.

c) The Chief Executive Officer shall:
   (i) be responsible for the administration of the WMRC; and
   (ii) be the custodian of the records, books and documents of the WMRC.

8. NEW PARTICIPANTS

8.1 New Participants
Where a local government outside of the MWRC wishes to become a Participant, the Participants may commence the process of amending the Establishment Agreement to include the local government as a Participant after all the Participants have agreed to the local government becoming a Participant of the MWRC and the proposed Participant agrees to the initial contribution determined pursuant to clause 8.2.

8.2 Initial contributions of new Participants
The amount of the initial contribution to be made by a proposed Participant will be determined by the MWRC Council.
9. ADMINISTERING THE MWRC

9.1 Annual contributions
   a) Each Participant must make a contribution towards the amount necessary to fund the Services and meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Regional Purpose.
   b) The contribution for each Participant is to be an equal proportion of that deficiency.

9.2 Capital contributions
   Where the MWRC Council determines that the Participants are to make a contribution towards the cost of the acquisition of any asset of a capital nature for the purpose of administering the MWRC’s Regional Purpose, then the Participants must make that contribution in equal proportions.

9.3 Manner of payment
   The contributions referred to in clauses 9.1 and 9.2 are to be paid by each Participant to the MWRC in the manner and by the time determined by the MWRC Council.

9.4 Late payment
   Unless otherwise agreed, if a Participant fails to pay to the MWRC a sum of money owing under this clause on or before the due date for the payment, that Participant must, in addition to the sum of money due and payable, pay to the MWRC, interest at the overdraft rate charged by the MWRC’s bank on amounts of the same size as the unpaid sum, calculated from and including the due date of payment to but excluding the actual date of payment.

9.5 Annual financial statements
   When submitting the same to the MWRC’s auditor each year, the MWRC is to give to each Participant a copy of the MWRC’s annual financial statements including details of all assets and liabilities and the respective equities of the Participants in those assets.

9.6 Requirements
   The Participants agree that the MWRC is to undertake a Service only in accordance with clauses 9 and 10 of this Establishment Agreement.

Footnote:
1. In certain circumstances, a proposal to undertake a Project or Service may require the preparation of a business plan under the Act. See section 3.59
2. Section 3.18(3) if the Act provides as follows:

“(3) A local government is to satisfy itself that services and facilities that it provides:

   a) Integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;
   b) Do not duplicate, to an extent that the local government considers inappropriate services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
   c) Are managed efficiently and effectively.”
9.7 **Service Plan to be prepared and adopted**
Where the MWRC is considering a proposed Service the MWRC is to prepare and adopt a Service Plan.

9.8 **Absolute majority to adopt Service Plan**
The MWRC is to adopt a Service Plan only when authorised to do so by an absolute majority of the MWRC Council.

9.9 **Contents of Service Plan**
A Service Plan must include:

a) A clear definition of the proposed Service;

b) Details of the expected costs and benefits for the Participants including the expected revenue, if any, from the Service and the expected fees, if any, to be charged to those Participants who request the Service;

c) The proportion (and the basis of its calculation) in which the Participants will:

   i) Make contributions towards:

      (a) Funding the service and deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service; and

      (b) The acquisition of any asset of a capital nature required for the Service;

   ii) Be credited with or entitled to, any surplus in respect of the Service (being the amount, if any, by which the revenue of the Service exceeds the expenses of the Service as shown in the annual financial report prepared by the MWRC);

d) The manner of payment of the contributions referred to in subclause c);

e) The proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Participants in the event that the Service is wound up;

f) The manner of payment of the entitlement or liability referred to in subclause e);

g) The amount, if any, of interest payable where contributions are not made on the due date payment; and

h) The entitlement, if any, of a local government which is not a Participant to receive the service and the procedure to be followed including the period of notice to be given by that non-member local government.

9.10 **Participants to be given Service Plan**
Upon completion of the Service Plan, the MWRC is to give a copy of the Service Plan to each of the Participants.

10. **OBLIGATIONS OF PARTICIPANTS WITH REGARD TO SERVICES**

10.1 **Participants to enter into agreement**
Where the MWRC decides to proceed with a Service and gives notice of its decision to each of the Participants in accordance with clause 9.10, then each of the Participants
agree to be bound by the terms of the Service Plan and must execute a written agreement containing the terms of the Service Plan.

10.2 Annual contributions
In the case of a Service, each Participant must make a contribution towards the amount necessary to meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service, and the contribution is to be the proportion of the deficiency which is specified in the Service Plan.

10.3 Indemnification by Participants of the MWRC for annual deficiency
The Participants must indemnify the MWRC with respect to the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service.

10.4 Winding up of a Service
Clauses 10.5, 10.6 and 10.7 apply where the MWRC Council resolves to wind up a Service.

10.5 Division of assets
a) Subject to subclause b), if a Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Service then the property and assets are to be realized and the proceeds along with any surplus funds are to be divided among the Participants in the proportions referred to in the Service Plan.

b) Subclause a) does not apply where the Participants advise the MWRC that a realisation of the property and assets is not necessary.

10.6 Division of liabilities
If a Service is to be wound up and there remains any liability or debt in excess of the realized property and assets of the Service then the Participants must meet the liability or debt in the proportions referred to in the Service Plan.

10.7 Indemnification by Participants of the MWRC on winding up of Service
If a Service is wound up then the Participants must indemnify the MWRC (in the proportions referred to in the Service Plan) with respect to any liability or debt.

11. PROJECTS BY THE MWRC

11.1 Requirements
The Participants agree that the MWRC is to undertake a Project only in accordance with this clause 11 of this Establishment Agreement.

Footnote:
1. In certain circumstances, a proposal to undertake a Project or Service may require the preparation of a business plan under the Act. See section 3.59.
2. Section 3.18(3) of the Act provides as follows:

*(3) A local government is to satisfy itself that services and facilities that it provides:
(a) Integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;
(b) Do not duplicate to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
(c) Are managed efficiently and effectively.

11.2 Project Plan to be prepared and adopted
Where the MWRC is considering a proposed Project the MWRC is to prepare and adopt a Project Plan.

11.3 Absolute majority to adopt Project Plan
The MWRC is to adopt a Project Plan only when authorised to do so by an absolute majority of the MWRC Council.

11.4 Contents of Project Plan
A Project Plan is to include:

a) A clear definition of the proposed Project;
b) Details of the expected costs and benefits for the Participants including the expected revenue, if any, from the Project;
c) The proportion (and the basis of its calculation) in which the Participants will:
   (i) Make contributions towards:
      (a) The deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project; and
      (b) The acquisition of any asset of a capital nature required for the Project; and
   (ii) Be credited with or entitled to, any surplus in respect of the Project (being the amount, if any, by which the revenue of the Project exceeds the expenses of the Project as shown in the annual financial report of the MWRC);
d) The manner of payment of the contributors referred to in subclause c);
e) The proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Participants in the event that the Project is wound up;
f) The manner of payment of the entitlement or liability referred to in subclause e);
g) The proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Project including the period of notice;
h) The manner of payment of the entitlement or liability referred to in subclause h);
i) The amount, if any, of interest payable where contributions are not made on the due date for payment; and
j) The entitlement, if any, of a local government which is not a Participant to join that project and the procedure to be followed including the period of notice to be given by that non-member local government.

11.5 Participants to be given Project Plan
Upon completion of the Project Plan the MWRC is to give a copy of the Project Plan to each of the Participants.
12. OBLIGATIONS OF PARTICIPANTS WITH REGARD TO PROJECTS

12.1 Participants to enter into agreement
Where the MWRC decides to proceed with a Project and gives notice of its decision to each of the Participants in accordance with clause 11.5, then each of the Participants agree to be bound by the terms of the Project Plan and must execute a written agreement containing the terms of the Project Plan.

12.2 Annual contributions
In the case of a Project, each Participant must make a contribution towards the amount necessary to meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project, and the contribution is to be the proportion of the deficiency which is specified in the Project Plan.

12.3 Indemnification by Participants of the MWRC for annual deficiency
The Participants must indemnify the MWRC with respect to the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project.

12.4 Winding up of a Project
Clauses 12.5, 12.6 and 12.7 apply where the MWRC Council resolves to wind up a Project.

12.5 Division of assets
a) Subject to subclause b), if a Project is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project then the property and assets are to be realized and the proceeds along with any surplus funds are to be divided among the Participants in the proportions referred to in the Project Plan.
b) Subclause a) does not apply where the Participants advise the MWRC that a realisation of the property and assets is not necessary.

12.6 Division of liabilities
If a Project is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project then the Participants must meet the liability or debt in the proportions referred to in the Project Plan.

12.7 Indemnification by Participants of the MWRC on winding up of Project
If a Project is wound up then the Participants must indemnify the MWRC (in the proportions referred to in the Project Plan) with respect to any liability or debt.

13. REFERENCES TO THE MWRC
The Participants acknowledge that the MWRC is not a party to this Agreement and the Participants agree that no failure or alleged failure by the MWRC to observe the provisions
of clause 8, 9, 10, 11 or 12 precludes any of the Participants from meeting its obligations under this Establishment Agreement or otherwise gives rise to any claim or entitlement on its part.

14. **WINDING UP**

14.1 Winding up by agreement

The Participants may, by agreement, wind up the MWRC.

Footnote:
Section 3.63(1) of the Act provides as follows:

“(1) A regional local government is to be wound up –
(a) at the direction of the Minister, or
(b) in accordance with the establishment agreement.”

14.2 Division of assets

If the MWRC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the MWRC then the property and assets are to be realised and the proceeds along with any surplus funds are to be divided among each of the Participants in the same proportions as the contributions by all Participants.

14.3 Division of liabilities

If the MWRC is to be wound up and there remains any liability or debt in excess of the realized property and assets of the MWRC then the liability or debt is to be met by each of the Participants in the same proportions as the contributions by all Participants.

15. **WITHDRAWAL OF A PARTICIPANT**

15.1 Withdrawal

A Participant may, at any time between 1 July and 31 December in any year give to the MWRC and to the other Participants notice of its intention to withdraw from the MWRC.

15.2 When withdrawal to take effect

Subject to clause 15.3, the withdrawal of a Participant is to take effect from the end of the financial year after the financial year in which notice of withdrawal under clause 15.1 is given.

15.3 Revoking a Withdrawal Notice

A Participant may, at any time prior to the date on which a withdrawal is to take effect pursuant to clause 15.2, cancel its notice of its intention to withdraw from the MWRC by giving to the MWRC and to the other Participants a written notice of such cancellation.
15.4 Entitlement or liability of withdrawing Participant

When the withdrawal of a Participant takes effect the Participant must continue to pay to the MWRC annual contributions at the financial year commencement for the following two consecutive years after the withdrawal.

15.5 Special Provision for Shire of Three Springs

The Participants acknowledge that the Shire of Three Springs gave notice of its intention to withdraw from the MWRC pursuant to the former agreement and the date on which that notice will take effect will be 30 June 2014, and the 2 year period pursuant to clause 15.4 will commence from 1 July 2014.

16. AMALGAMATION OF A PARTICIPANT

16.1 Amalgamation of two or more Participants

Where two or more Participants undertake an amalgamation, the annual contribution for the amalgamated Participant for the two financial years beginning after the amalgamation will be equivalent to the annual contributions that would have been made by the individual Participants had the amalgamation not occurred.

16.2 Amalgamation of a Participant with a Non-Participant

a) A Participant who amalgamates with a local government that is not part of the MWRC shall continue to make annual contributions as if the Participant had not amalgamated with the non-Participant for the two financial years beginning after the amalgamation.

b) After amalgamation, this Establishment Agreement does not apply to the district of the non-Participant until the Establishment Agreement has been amended to include the district of the former local government that was not part of the MWRC.

17. BORROWINGS

The MWRC may, with the agreement of all the Participants:

a) borrow or re-borrow money;

b) obtain an overdraft; or

c) arrange for financial accommodation to be extended to the MWRC in ways additional to or other than borrowing money,

to enable the MWRC to perform its functions and exercise the powers conferred on it under the Act or any other Written Law, and Part 6, Division 5, subdivision 3 of the Act applies to borrowings by the MWRC.

Footnote:

1. Section 3.66(4) of the Act provides that Part 6, Division 5, subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.
2. Part 6, Division 5, subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

18. DISPUTE RESOLUTION

18.1 No proceedings
A Participant must not start arbitration proceedings in respect of a dispute arising out of this Establishment Agreement (“Dispute”) unless it has complied with this clause.

18.2 Notification of dispute
A Participant claiming that a Dispute has arisen must notify the other Participants giving details of the Dispute.

18.3 Reasonable efforts to resolve dispute
a) During the 14 day period after a notice is given under clause 18.2 (or longer period as agreed in writing between the Participants) (“Negotiation Period”), the Participants must use their reasonable efforts to resolve the Dispute.

b) Within the first 7 days of the Negotiation Period, if the Dispute continues, the chief executive officers of the Participants, must meet, and use their reasonable endeavors to resolve the Dispute.

18.4 Dispute resolution process
If the Dispute is not resolved within the Negotiation Period, the Participants must meet and endeavor to agree on:

a) A process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);

b) The procedure and timetable for any exchange of documents and other information relating to the Dispute;

c) The procedural rules and timetable for the conduct of the selected mode of proceeding;

d) A procedure for the selection and compensation of any independent persons engaged by the parties to assist in resolution of the Dispute; and

e) Whether or not the Participants should seek the assistance of a dispute resolution organisation.

18.5 Arbitration
If the Participants are unable to agree on a process for resolving the Dispute in accordance with the clause 18.4 within 21 days after the Negotiation Period then any Participant may notify the others in writing (“Arbitration Notice”) that it requires the dispute to be referred to arbitration and, upon receipt of the arbitration notice by the recipients, the Dispute is to be referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985 (WA).
18.6 Legal Representation

For the purposes of the *Commercial Arbitration Act 1985* (WA), the Participants consent to each other and to the MWRC being legally represented at any such arbitration.
19. AMENDING THE ESTABLISHMENT AGREEMENT

a) This Establishment Agreement may only be amended by agreement of all Participants.

b) After the MWRC Council have resolved to amend the Establishment Agreement, this document shall be amended and submitted for the Minister’s approval pursuant to section 3.65 of the Act.

c) The amended Establishment Agreement shall take effect on the day on which the Minister’s approval is endorsed on it.

20. NOTICE

a) A notice given under this Establishment Agreement must be:
   (i) in writing; and
   (ii) signed by the Participant making it or on that Participant’s behalf by its solicitor, chief executive officer or authorised agent.

b) All notices must be delivered or posted by prepaid post to the address set out in the Schedule (or as otherwise notified by that Participant to each other Participant from time to time).

c) A notice is to be treated as given at the following times:
   (i) if it is delivered before 4.00pm on a Business Day -- on that day;
   (ii) if it is delivered on or after 4.00pm on a Business Day, or on a day that is not a Business Day -- on the next Business Day; or
   (iii) if it is posted by prepaid post -- on the second Business Day after the date of posting.

21. INTERPRETATION

21.1 Interpretation

In this Establishment Agreement unless a contrary intention appears:

a) Words importing the singular include the plural and vice versa;

b) Words importing any gender include the other genders;

c) References to persons include corporations and bodies politic;

d) References to a person include the legal personal representatives

e) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, reenactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);

f) References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;

gh) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
h) If a word or phrase is defined cognate words and phrases have corresponding definitions;

i) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;

j) Reference to anything (including, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

k) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;

l) References to this Establishment Agreement include its Schedules.

21.2 Headings and footnotes

Headings and footnotes are to be ignored in constructing this Establishment Agreement.

21.3 Time

a) References to time are to local time in Perth, Western Australia;

b) Where time is to be reckoned from a day or event, the day or the day of the event is to be excluded.

Footnote:

Amendment of Establishment Agreement

1. The Participants may amend this Establishment Agreement by agreement made with the Minister's approval – see section 3.65(1) of the Act.

Admission of Other Local Governments

2. This Establishment Agreement can be amended to include another local government as a party to the amending – see section 3.65(2) of the Act.
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<td>Shire of Three Springs</td>
<td></td>
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<tr>
<td>of Railway Road, Three Springs, Western Australia</td>
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</tbody>
</table>
EXECUTED by the Parties

THE COMMON SEAL of SHIRE OF MINGENEW was hereunto affixed in the presence of:

_________________________________________
Shire President

_________________________________________
Chief Executive Officer

THE COMMON SEAL of SHIRE OF MORAWA was hereunto affixed in the presence of:

_________________________________________
Shire President

_________________________________________
Chief Executive Officer
THE COMMON SEAL of SHIRE OF PERENJORI was hereunto affixed in the presence of:

_________________________________________
Shire President

_________________________________________
Chief Executive Officer

THE COMMON SEAL of THREE SPRINGS was hereunto affixed in the presence of:

_________________________________________
Shire President

_________________________________________
Chief Executive Officer
APPROVED

Hon John Castrilli, MLA
MINISTER FOR LOCAL GOVERNMENT
Attachment

13036.3.2 Perenjori Primary School P&A Association Inc Letter

21st March 2013
Ordinary Council Meeting
21 February 2013

Shire of Perenjori
Community Development Officer
PO Box 22
Perenjori WA 6620

Dear Sam,

We are writing to you to seek your support for our school’s annual AFL Footy Tipping Competition. We are hoping that you will consider sponsoring the 2013 year by way of donation, big or small.

This successful community fundraising competition is organised and run by P&C members, with all proceeds going directly into improving the facilities and resources for the current and future children attending our school.

The competition is run across the district and receives considerable interest from around the wider the community. Last year saw 43 rivalling tippers involved. All sponsors are acknowledged in the weekly updates published in both the school newsletters and in the local ‘Bush Telegraph’ paper. At the end of the season all sponsors receive further recognition during the presentation night that is held to complete the competition.

Payments can be made by Cheque payable to Perenjori P&C Association, Cash at the School office or Electronic Funds Transfer to BSB 306 024 Account 418 18 82 – Please reference with your name.

Should you require any further details or information, please do not hesitate to contact us.

We look forward to your response and anticipate a thank you for your continued support.

Kind Regards,

Gaylea Dawson – P&C Secretary
Attachment

13036.3.3 LEMC Minutes

21st March 2013
Ordinary Council Meeting
Shires
Of
Mingenew, Morawa, Perenjori, Three Springs
Joint
LOCAL EMERGENCY MANAGEMENT COMMITTEE
Minutes
Meeting commencing 1000hrs 7th February 2013
Shire of Three Springs
Three Springs Sports Pavilion

Introduction
Chairman Gary Cosgrove opened the meeting at 10.00 am and welcomed all attendees.

Attendees
Tex Macpherson CEMO
Rick Ryan CESM
Gary Cosgrove Shire of Mingenew
Robert Hunt Shire of Three Springs & SJA
John Elliot Shire of Morawa
Jason Mercer Mingenew WAPOL
Shanu Narain NMHS Morawa
Cynthia Mlember NMHS Morawa
Cori Sawyer NMHS Three Springs
Lynette Varris VFS Morawa
Fiona Hardingham St Johns Perenjori
Ron Pace WAPOL Morawa
Justin Coutts EOU WAPOL
John Elliot Shire of Morawa
Dave Christ WAPOL Three Springs
Isaac Rinaudo WAPOL Perenjori
Ali Mills CEO Perenjori
Michael Whitney WAPOL Perenjori
Paul Morrell WAPOL Carnamah

**Apologies**

Dave Williams Shire of Morawa
John Bensdorp CBFCO Perenjori
Greg Speedy Captain Morawa VFS
Helen Webb NMHS
Sylvia Yandle Shire of Three Springs
Deb Collins St Johns Morawa
Merle Isbister N M sub branch of St Johns
Colin Malcolm C B F C O Morawa
Keith Shaw D C P Geraldton

Minutes of meeting held 3rd October were read and confirmed
Moved Lynette Varris Seconded Fiona Hardingham

**Business arising from Minutes**
Rick spoke further on the role of Bushfire brigades as to their response to MVA and HAZMAT incidents.

Bushfire brigades are covered under the LGIS insurance scheme were FRS, VFRS and VFS brigades are covered by DFES insurance and attend training weekly thus keeping their skills current, this is why BFB are not turned out to MVA or HAZMAT incidents.

**Correspondence**

In Nil

Out Nil

**Community commination and Marketing Strategies**

It was agreed that as soon as the Arrangements were given were aproved by Councils that the arrangements would be forwarded to the DEMC for approval, then the Arrangements can be put on all the Shire web sites for public to see and follow this up with news attacks in the local papers. Rick will look at what we can have put in the Guardian and the Midwest Times.

**General Business**

**Business Plan**

Tex spoke to the committee about the Business Plan and its purpose. Discussion was held on this and a number of points within the plan were discussed.

It was resolved that the meeting minutes be sent to all Councils so that councillors can read the minutes and be current with what the committee is doing

Meeting dates were set. The following date were agreed to

3\textsuperscript{rd} of April 2013 Desk Top EX in Perenjori

3\textsuperscript{rd} of July 2013 meeting in Mingenew

2\textsuperscript{nd} of October 2013 EX in Morawa

5\textsuperscript{th} of February 2014

2\textsuperscript{nd} of April 2014

2\textsuperscript{nd} of July 2014
1st of October 2014

LEMC Matters

Local Emergency Management Arrangements Supplement has been completed for all four Shires and is available to Members. Rick reminded members that this is a working document and also has private Contact details so is not for the General Public. The copy that will be put on the websites will not have the private contact details.

Justin Coutts from the emergency management section of the Western Australian Police spoke about his role and the role of his section.

It was resolved that at each meeting the committee would review a section of the Arrangements:

- Roles and Responsibility’s
- Response

To be covered at the next meeting.

Chairman Gary Cosgrove thanked Tex on behalf the committee for the assistance in getting the combined LEMC up and running and wished him well in his future.

The next meeting will be held on the 3rd of April 2013 and will held in Perenjori at the Perenjori Sports complex to start at 10.00am commencing with a desk top exercise.

Chairman Gary Cosgrove closed the meeting at 1130hrs and thanked all for their attendance.
Attachment

13036.3.4
Yarra Yarra Regional Catchment Council (YYRCC)

Letter

21st March 2013
Ordinary Council Meeting
19th March 2013

Ms. Alison Mills,
CEO Perenjori Shire Council,

Dear Alison,

May I introduce myself as Max Hudson Chairman of the Wheatbelt Catchment Alliance of W.A.
I was a founding member of the Yarra Yarra Catchment Management Group (YYCMG) which was established in 1997.

By 2003 the Yarra Yarra Group’s activities expanded to the extent that it had the opportunity to establish a regional drainage program to encompass the whole of the farming land within the Yarra Yarra Catchment basin totalling around 1,000,000 hectares to be funded by the National Action Plan for Salinity and Water Quality. (NAP)

This project was funded over a period from December 2006 to June 2009.

Because of the Yarra Yarra Group’s aspirations to become involved in a vast regional drainage program it had become obvious that a more rigorous organisation needed to be established in conjunction with the YYCMG to provide the accountability, sustainability and regulation required by funding bodies to manage large sums of public monies.

Negotiations commenced with the affected Shires and the YYCMG in 2001 and finally the Yarra Yarra Catchment Regional Council was established in 2006 with six participating Shires – Perenjori, Morawa, Three Springs, Dalwallinu, Koorda, Wongan-Ballidu

The Yarra Yarra Regional Drainage Project was established in 2006 as a pilot scheme that would set bench marks for future projects in other drainage regions of the wheatbelt. However with the changing of both the Federal and State Government, funding for the NAP program was discontinued and no further funding was available to extend the pilot project to other Catchments and due to lack of activity in the Yarra Yarra Catchment three of the original participating Shires have ceased to be involved with the Council.

Landowners within the remainder of the wheatbelt became concerned at the lack of interest taken in the salinity problem by the new Governments and in 2006 following a series of public meetings throughout the areas of concern the Wheatbelt Catchment Alliance of WA Inc. (WCA) was formed. Since its inception, the WCA has been continually lobbying Government to continue the investment of public funds in on ground salinity works.

WCA have now worked themselves into a position where they have a proposal before the State Government to establish a regional drainage program of 1,000 kms of drains throughout the
wheatbelt involving the investment of $27.5 m over six years of public funds. ($2,000,000 of these funds to be invested in the Yarra Yarra)

We believe that the support for our program is gaining momentum and consider it to be only a matter of time before we achieve our aims.

During April of 2012 the WCA wrote to the Perenjori Shire seeking support for the above program and we duly received your letter of approval along with letters from 21 other shires throughout the wheatbelt.

On the 12th of February 2013, I attended the ordinary meeting of the Yarra Yarra Catchment Regional Council (YYCRC) at Morawa and was disappointed to hear that the CEO was recommending that the YYCRC should be wound up or be re established as a Voluntary Council, due to lack of activity.

This proposal was disturbing for me as it is outlined in the WCA business case that the Yarra Yarra Regional Council Should become amalgamated with up to 12 other Shires to the South to form the Greater Wheatbelt Catchments Regional Council to become a viable organisation.

I have a letter of support for this concept from YYCRC.

I understand that the total commitment to the YYCRC by the Shires of Perenjori ($12,796), Morawa ($11,284) and Three Springs ($3,920) is $28,000.

WCA appreciate the fact that both Perenjori and Morawa have elected to keep the YYCRC going during this period of inactivity and would strongly urge you to keep this organisation running for at least another year so as to give WCA a chance to obtain the necessary funding through the Royalties for Regions Program.

A number of legal agreements have been entered into between landholders and CRC for the recovery of drain service fees, the abandoning of the organisation would leave a void here as well as many other management issues.

I look forward to receiving the Shire’s response,

Yours sincerely,
Max Hudson,
Chairman of the Wheatbelt Catchment Alliance of WA Inc.
Draft Minutes

Ordinary Council Meeting
21st February 2013
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Shire of Perenjori
Ordinary Meeting
MINUTES 21st February 2013

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13021 PRELIMINARIES

13021.1 DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS
Cr King officially opened the meeting at 2.16 pm.

13021.2 OPENING PRAYER
Cr P Waterhouse led council in the opening prayer.

13021.3 DISCLAIMER READING

13021.4 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE
Present:
    Cr CR King
    Cr LC Butler
    Cr GK Reid
    Cr JH Hirsch
    Cr JR Cunningham
    Cr RP Desmond
    Cr HC Wass
    Cr PJ Waterhouse
    Ali Mills – CEO
    Carla Sanderson – Executive Assistant

Leave of Absence:
    Cr LJ Smith

Apologies:
    Doug Stead – Deputy CEO

13021.5 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
Nil

13021.6 PUBLIC QUESTION TIME
Nil
13021.7 NOTATIONS OF INTEREST

Financial Interest – Local Government Act s 5.60A
Proximity Interest – Local Government Act s 5.60B
Interest Affecting Impartiality – Shire of Perenjori Code of Conduct.

13021.8 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

13021.9 CONFIRMATION OF MINUTES

Minutes of Ordinary Council meeting held Thursday 20\textsuperscript{th} December 2012 are attached.

Moved: Cr J Hirsch  
Seconded: Cr L Butler

That the minutes of Ordinary Council Meeting held Thursday 20\textsuperscript{th} December 2012 be seen as a true and accurate record.

Carried: 8/0

13021.10 ANNOUNCEMENTS BY PERSON PRESIDING WITHOUT DISCUSSION

13021.11 PETITIONS / DEPUTATIONS / PRESENTATIONS

13022 FINANCE

13022.1 MONTHLY STATEMENT OF FINANCIAL ACTIVITY

APPLICANT: DEPUTY CEO
FILE: 0
DISCLOSURE OF INTEREST: 0
AUTHOR: CARLA SANDERSON – EXECUTIVE ASSISTANT
RESPONSIBLE OFFICER DOUG STEAD - DCEO
REPORT DATE: 13\textsuperscript{th} February 2013
ATTACHMENTS JANUARY FINANCIAL ACTIVITY REPORTS
Executive Summary

As required by the Local Government Act and Financial Management Regulations a Monthly Statement of Financial Activity is required to be presented to each monthly meeting. This statement is used with Councils adopted 10% variance or $5000 figure which was adopted by Council at its July meeting. A report detailing the variances is also included.

Other Financial statements are also attached as per the Finance Committee preferences.

Statutory Environment

N/A

Policy Implications

N/A

Financial Implications

N/A

Strategic Implications

N/A

Consultation

N/A

UHF Haines Norton

Voting Requirements – Simple Majority

Committee and Officers Recommendation – Item 13022.1

2.21pm - Cr J Hirsch left the meeting and did not participate in discussion or vote on the matter.

1. Statement of Financial Activity

That the Statement of Financial Activity for the period ended 31\textsuperscript{st} January 2013 including report on variances be accepted as presented.

2. Finance Report

That the Finance Report for the period ended 31\textsuperscript{st} January 2013 be accepted as presented.

3. Acquisition of Assets

That the Acquisition of Assets Report for the period ended 31\textsuperscript{st} January 2013 with a balance of $1,236,802 as presented be received.
4. Reserves Report
That the Reserves Report for the period ended 31st January 2013 with a balance of $892,144.00 as presented be received.

5. Net Current Assets
That the Net Current Assets report for the period ended 31st January 2013 with a balance of $1,853,628 as presented be received.

6. Bank Reconciliation's
That the balances of the Municipal Fund of $42,815.37 and the Trust Fund of $790,527.17 as at 31st January 2013 as presented be received.

7. Sundry Creditors Report
That the Sundry Creditors Report for the period ended 31st January 2013 with a balance of $6843.28 as presented be received.

8. Sundry Debtors Report
That the Sundry Debtors Report for the period ended 31st January 2013 with a balance of $581,462.70 as presented be received.

9. Accounts for Payment
That the Accounts paid from the Municipal Account consisting of Cheque Numbers 18509-18601 and EFT Numbers 4275-4424 for $695,520.79 and the Trust Account consisting of one EFT number; 834 for $150 for the period ended 31st January 2013 as presented be accepted.

10. Rates Outstanding
That the Rates Outstanding Report for the period ended 31st January 2013 as presented be received.

COUNCIL RESOLUTION – ITEM 13022.1

Moved: Cr R Desmond
Seconded: Cr H Wass
That items 1-10 of the Financial Activity Report be seen as a true and accurate record.
Carried: 7/0

2.23pm - Cr J Hirsch returned to the meeting.

HEALTH BUILDING & PLANNING
Nil
13024 PLANT & WORKS

13024.1 ROAD MAINTENANCE JANUARY 2013

APPLICANT: KEN MARKHAM – WORKS SUPERVISOR
FILE: None
DISCLOSURE OF INTEREST: None
AUTHOR: KEN MARKHAM – WORKS SUPERVISOR
RESPONSIBLE OFFICER KEN MARKHAM – WORKS SUPERVISOR
REPORT DATE: 4TH FEBRUARY 2013
ATTACHMENTS MAP

Summary
Listed are the roads graded for the month of December and January.
Metcalfe rd Settlement rd
Camac rd Hill rd
Starkeys rd Bartlett rd
Cannon rd Barrett rd
Old Perth rd Malcolm rd
Maya Coorow rd Koolanooka rd
Rabbit Proof Fence rd Olden rd

Background
Statutory Environment
Local Government Act 1995 S3.1 – the general function of Local Government is to
Provide for the good government of people in its district.
Policy Implications
Nil
Financial Implications
As per Council’s Road Maintenance Budget
Strategic Implications
To maintain roads to a standard
Consultation
Nil
Comment
Nil
Committee and Officers Recommendation – Item 13024.1
That the road maintenance report for December and January be accepted as presented.

COUNCIL RESOLUTION – ITEM 13024.1
Moved:  Cr J Cunningham
Seconded: Cr R Desmond
That the road maintenance report for December and January be accepted as presented.
Carried: 8/0
13024.2 PLANT TENDERS

APPLICANT: KEN MARKHAM – WORKS SUPERVISOR
FILE: ADM 0366
DISCLOSURE OF INTEREST: Nil
AUTHOR: KEN MARKHAM – WORKS SUPERVISOR
RESPONSIBLE OFFICER: KEN MARKHAM – WORKS SUPERVISOR
REPORT DATE: 4th February 2013
ATTACHMENTS: Nil

Summary
Tenders were called for several items of plant and machinery and tabled at the December Council meeting; these included a prime mover, water tanker and skid steer. These items were laid on the table until after a review of the budget at the February meeting.

This review has now taken place.

Applicants Submission
Tenders received for the purchase of a new prime mover, skid steer and water tanker were presented at the December Council meeting and laid on the table until after a budget review at the February meeting. This review has now been undertaken and the three items are being represented for consideration and recommendation to Council.

Tenders received for the water tanker have all come in over the budget price. During the Budget review allowance has been made for this. The best price was from MidWest Truck Sales for the Bailey’s water tanker for $103,674. This was $5674 over the original budget.

The tenders for the prime mover provided several options with the UD Nissan from Truck Centre being the preferred choice. At the December meeting the item was deferred due to a budget review and to approach Truck Centre to find out whether the purchase price would change if no trade was offered to allow Council to accept an outright purchase price from a higher tenderer. Truck Centre has indicated that the price will not change. This will allow Council to accept a higher price from either MidWest Truck sales ($66,132) or Wagga Trucks ($66,687).

Tenders received for the skid steer varied and the best option regarding performance and compatibility with Council’s attachments was the tender from Westrac for the CAT 24283AC skid steer.

Background
The water tanker prices were all over the estimated budget, with the best one being from Howard Porter for $99,500 ex GST. There is a need for ringfeeder setup allowing for roadtrain configuration which would cost an extra $2475 and a hose reel at $2970. The total price would be $104945, which is $6945 over budget. The Baileys trailer from MidWest Truck Sales with all options would be $103,674, which would be $5674 over budget.

There are several tenders for the skid steer. The preference is to stay with a Cat skid Steer as the current one has worked extremely well and not given any issues. Most of the tenderers have given an indication that their machines are compatible with the Digger and
Cat attachments, of which we have several. The concern is for the water tank which is fitted to the top of the current skid steer for the profiler and how this would attach to other model machines. Of the tendered vehicles, the Volvo is a new machine and is currently not in Australia, I have not had any experience with the Terex skid steer.

Statutory Environment
Local Government Act 1995 S3.1 – the general function of Local Government is to provide for the good government of people in its district.

Policy Implications
Nil

Financial Implications
As per the plant replacement budget

Strategic Implications
Nil

Consultation
Nil

Comment
Nil

Voting Requirements – Simple Majority

Committee and Officers Recommendation – Item 13024.2

Recommendation 1
(a) That the tender from MidWest Truck Sales for the supply of one Bailey’s water tanker for $103,674 be accepted.

Or

(b) That the purchase of the water tanker be deferred and included in the 2013/2014 plant replacement budget.

Recommendation 2
That the tender from Truck Centre for the supply of the UD Nissan prime mover be accepted and that the tender price for the outright purchase of the trade vehicle be accepted from either Wagga Trucks for $66,687 or MidWest Truck Sales for $66,132.

Recommendation 3
(a) That Council accept the tender from Westrac for the supply and delivery of the CAT 242B3AC skid steer for the total price of $67,851.36 with the following option and take the no trade discount offered by Westrac for $2000 and sell the skid steer to the best outright tenderer, RJ & LJ King for $17,500, giving a net changeover of $48,351.36.

Or

(b) That the purchase of the skid steer loader be deferred and included in the
2013/2014 plant replacement budget.

COUNCIL RESOLUTION – ITEM 13024.2

Amendment: Council deferred the original motions to making a decision on these until after the 2013 budget review.

13024.3 RRG – ROADS 2030 REVIEW

APPLICANT: KEN MARKHAM – WORKS SUPERVISOR
FILE: ADM 0142
DISCLOSURE OF INTEREST: NIL
AUTHOR: KEN MARKHAM – WORKS SUPERVISOR
RESPONSIBLE OFFICER: KEN MARKHAM – WORKS SUPERVISOR
REPORT DATE: 13th February 2013
ATTACHMENTS DOCUMENTS

Executive Summary
A complete review of all LGA’s current roads in the Roads 2025 document for RRG is being undertaken. This process happens every 5 years. LGA’s are being asked to ensure that all their complying roads are included in the Roads 2030 document.

Submissions for roads to be included in the Roads 2030 document close 20th February 2013.

Applicants Submission
After discussions with Main Roads, to enable Council to approve the updated list of roads for the Roads 2030 document we will submit what we have by the 20th of February and make a note that the submitted information is a draft subject to Council approval.

The majority of roads from the Roads 2025 document still qualify for funding but need some justification changes made.

Strategic Implications
Nil

Consultation
Nil

Comment
Nil

Voting Requirements – Simple Majority
Officer's Recommendation – Item 13024.3

That Council review the Roads 2025 document and make any changes to the Roads 2030 document to be passed on for future consideration and inclusion in the document, noting that the document submitted to Main Roads by the 20th February deadline will be classified as a draft subject to Council approval.

COUNCIL RESOLUTION - ITEM 13024.3

AMENDMENT: Council did not accept the original motion. The new motion directs the Works Supervisor and the Plant and Works Committee to review the Road 2025 document.

Moved: Cr L Butler: Seconded: Cr J Cunningham

That Council request the Works Supervisor and Plant and Works committee to review the Roads 2025 document and make any changes to the Roads 2030 document to be passed on for future consideration and inclusion in the document, noting that the document submitted to Main Roads by the 20th February deadline will be classified as a draft subject to Council approval.

Carried: 8/0
13025 GOVERNANCE

13025.1 APPLICATIONS FOR EXPLORATION LICENCE 59/1937

APPLICANT: AusQuest Limited, Austwide Mining Title management PTY LTD, Andersons Tenement Management.

FILE: ADM 0216

DISCLOSURE OF INTEREST: Nil

AUTHOR: ALI MILLS – CEO

RESPONSIBLE OFFICER: ALI MILLS – CEO

REPORT DATE: 21st February 2013

ATTACHMENTS Letters

Executive Summary

Correspondance has been received advising Council of applications for Mining Exploration Licences submitted to the Department of Mines and Petroleum (DMP).

This report recommends that Council acknowledges the applications and recommends to the DMP that certain conditions be imposed.

Applicants Submission

All Companies have applied to the DMP for an exploration licence. They have indicated that private land may be affected. All companies have a requirement to notify the respective Shire of the application for the licence. They have provided location plans detailing land area to be explored.

Background

Correspondance received from:

- AusQuest in mid December 2012, id for an exploration licence 59/1937
- Austwide Mining Title Management Pty Ltd, General Purpose Lease 59/49
- Andersons Tenement Management for an exploration Licence 59/1952.

The applications have the capacity to impact on the following areas of land within the:

- North East portion of the Shire
- South East portion of the Shire

Statutory Environment

Mining Act 1978

33. Application for mining tenement by permit holder
1) Subject to subsection (1a), where an application is made in accordance with this Act for a mining tenement that relates to private land notice of the application shall be given in the prescribed manner by the applicant to —
   a) the Chief Executive Officer of the local government;
   b) the owner and occupier of the private land; and
   c) each mortgagee of the land under a mortgage endorsed or noted on the title or land register or record relating to that land, but if there is no occupier of the land, or no such occupier can be found, the notice of the application shall be affixed in some conspicuous manner on the land.

**Policy Implications**

Nil

**Financial Implications**

Nil

**Strategic Implications**

Nil

**Consultation**

Nil

**Comment**

Whilst Council has minimal power over whether exploration licences are approved or not it is recommended that certain conditions be presented.

**Voting Requirements – Simple Majority**

**Officers Recommendation – Item 13025.1**

That Council acknowledges the applications for Exploration Licences 59/1937, 59/1952, GENERAL Purpose Lease 59/49 and requests the following conditions be imposed by the Department of Mines and Petroleum if the exploration licences are to be issued:

1. All surface holes drilled for the purpose of exploration are to be capped, filled or otherwise made safe after completion.

2. All costeans and other disturbances to the surface of the land made as a result of exploration, including drill pads, grid lines and access tracks, being backfilled and rehabilitated to the satisfaction of the district mining engineer. Backfilling and rehabilitation being required no later than six (6) months after excavation unless otherwise approved in writing by the district mining engineer.

3. Abandoned equipment and temporary buildings being removed from the mining tenement prior to or at the termination of exploration program.

4. No activities taking place to the detriment of any roads, streets or verges.

5. Minimum disturbance being made to natural vegetation.

6. Adequate dust suppression control methods and practices being used.

7. Except with the approval of the Shire of Cunderdin, all mining excavations or drilling
operations being backfilled and the ground reinstated and revegetated at the completion of the operation to the satisfaction of the Shire of Cunderdin.

8. All works comply with the Environmental Protection (Noise) Regulations 1997.

9. All waste materials, rubbish and plastic sample bags to be removed within 60 days of placement.

COUNCIL RESOLUTION - ITEM 13025.1

Moved: Cr L Butler
Seconded: Cr P Waterhouse
That Council acknowledges the applications for Exploration Licences 59/1937, 59/1952, GENERAL Purpose Lease 59/49 and requests the following conditions be imposed by the Department of Mines and Petroleum if the exploration licences are to be issued:

1. All surface holes drilled for the purpose of exploration are to be capped, filled or otherwise made safe after completion.

2. All costeans and other disturbances to the surface of the land made as a result of exploration, including drill pads, grid lines and access tracks, being backfilled and rehabilitated to the satisfaction of the district mining engineer. Backfilling and rehabilitation being required no later than six (6) months after excavation unless otherwise approved in writing by the district mining engineer.

3. Abandoned equipment and temporary buildings being removed from the mining tenement prior to or at the termination of exploration program.

4. No activities taking place to the detriment of any roads, streets or verges.

5. Minimum disturbance being made to natural vegetation.

6. Adequate dust suppression control methods and practices being used.

7. Except with the approval of the Shire of Cunderdin, all mining excavations or drilling operations being backfilled and the ground reinstated and revegetated at the completion of the operation to the satisfaction of the Shire of Cunderdin.

8. All works comply with the Environmental Protection (Noise) Regulations 1997.

9. All waste materials, rubbish and plastic sample bags to be removed within 60 days of placement.

Carried: 8/0

13025.2 EXTRACTIVE INDUSTRY LOCAL LAW - ADOPTION

EXTRACTIVE INDUSTRY LOCAL LAW - APPLICANT

SHIRE OF PERENJORI

FILE: ADM 0446

DISCLOSURE OF INTEREST: Nil

AUTHOR: ALI MILLS - CEO

RESPONSIBLE OFFICER: ALI MILLS - CEO

REPORT DATE: 21ST FEBRUARY 2013

ATTACHMENTS LOCAL LAW
Executive Summary
Council is requested to consider the adoption of the Shire of Perenjori Extractive Industries Local Law 2013.

Background
An extractive Industry Local Law will allow Council to license the extraction of materials from land in the Shire of Perenjori and in particular:

- Control the impacts that result from these activities and
- Recover costs where these activities result in damage to shire roads.

Publicity of Council's intention was given as required by the Local Government Act 1995 and copies of the drafts provided to the Department of Local Government. The period during which submissions on the proposed local laws could be made closed on 3rd January 2013

Council resolved the following at its meeting on the 15th November 2012:

*The Shire of Perenjori commences the process for making the Extractive Industry Local Law as per the Local Government Act 1995, Section 3.12.*

The process required and which has been followed to adopt a local law is provided below.

3.12. Procedure for making local laws

1. In making a local law a local government is to follow the procedure described in this section, in the sequence in which it is described.

2. At a council meeting the person presiding is to give notice to the meeting of the purpose and effect of the proposed local law in the prescribed manner.

3. The local government is to —

   a. Give State-wide public notice stating that —
      
      i. The local government proposes to make a local law the purpose and effect of which is summarized in the notice;
      
      ii. A copy of the proposed local law may be inspected or obtained at any place specified in the notice; and
      
      iii. Submissions about the proposed local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given;

   b. As soon as the notice is given, give a copy of the proposed local law and a copy of the notice to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister; and

   c. provide a copy of the proposed local law, in accordance with the notice, to any person requesting it.

   d. A notice under subsection (3) is also to be published and exhibited as if it were a local public notice.
(4) After the last day for submissions, the local government is to consider any submissions made and may make the local law* as proposed or make a local law* that is not significantly different from what was proposed.

* Absolute majority required.

(5) After making the local law, the local government is to publish it in the Gazette and give a copy of it to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister.

(6) After the local law has been published in the Gazette the local government is to give local public notice —

(a) Stating the title of the local law;

(b) Summarizing the purpose and effect of the local law (specifying the day on which it comes into operation); and

(c) Advising that copies of the local law may be inspected or obtained from the local government’s office.

(7) The Minister may give directions to local governments requiring them to provide to the Parliament copies of local laws they have made and any explanatory or other material relating to them.

(8) In this section —

Making in relation to a local law, includes making a local law to amend the text of, or repeal, a local law.

Submissions

No submissions were received, with one telephone enquiry from a local business person, who was emailed the proposed local law.

Process has been followed to point four (4), now requiring Council to adopt the local law with an Absolute majority vote required. Points five (5) and six (6) will then be implemented as stated.

Statutory Environment

Council is enabled by Subdivisions 1 and 2 of Division 2, Part 3 of the Local Government Act 1995 to make local laws "...prescribing all matters that are required or permitted to be prescribed by a local law, or are necessary or convenient to be so prescribed, for it to perform any of its functions under this Act".

Section 3.13 requires that if during the procedure for making a proposed local law it is decided to make a local law that is significantly different from that which was first proposed, then the local government shall recommence the procedure.

Policy Implications

The making of local laws and the repeal of other local laws may have implications for policies that Council may have made or should make, where such policies rely upon a local law for their implementation.

Financial Implications

Upon adoption of these local laws it will be necessary to arrange for their publication in the Government Gazette and for public notification by local public notices that the local laws
have been made. To minimise the cost of publication in the Government Gazette "gazetta by reference" notices are being used in almost all cases to reduce advertising space.

**Strategic Implications**
Nil

**Consultation**
Department of Local Government

**Comment**
The Department of Local Government has conducted a review of the proposed local law with all of the recommendations and suggestions being incorporated in the local laws.

Due process has been followed, with comments provided from the Department of Local Government ensuring any alterations required are made prior to Councils adoption and advertising in the Government Gazette. Further advertising is required informing the public of the adopted local law before it is implemented. Public awareness at a local level will be required to ensure all are aware of the new law and requirements before any extractive activities can take place.

**Voting Requirements – Absolute Majority**

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<th>COUNCIL RESOLUTION - ITEM 13025.2</th>
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<td>Moved: Cr L Butler</td>
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<td>Carried by an Absolute Majority 8/0</td>
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<th>13025.3 PERENJORI BUSINESS INCUBATOR CENTRE</th>
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<td>APPLICANT: Shire of Perenjori</td>
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<td>FILE: ADM 0420</td>
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<td>DISCLOSURE OF INTEREST: Nil</td>
</tr>
<tr>
<td>AUTHOR: ALI MILLS - CEO</td>
</tr>
<tr>
<td>RESPONSIBLE OFFICER: ALI MILLS - CEO</td>
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<tr>
<td>REPORT DATE: 21ST FEBRUARY 2013</td>
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<td>ATTACHMENTS Status Report</td>
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Executive Summary
This report seeks the support of Council to establish a working group with Councillor participation to ensure the continued development of the Perenjori Incubator Centre Project.

Background
The old Shire Depot at the rear of the Shire Office is being redeveloped as a business incubator. The existing park-up shed will be converted to 3 individual tenancies as stage 1. Subsequent stages will see the old workshop demolished and new buildings developed to replace it. The Architect was asked to prepare two preliminary designs for the site, SK 02 and 03 are attached. SK 02 in the preferred option, as it provides better definition between the buildings on the three different lots and will be a better option in terms of power segregation between the sites.

A consultant has been contracted to dedicate some time to getting this project underway. With the changeover of CEO and the time that has lapsed in between the new CEO commencing it appears this project has been left idle. A review of the aims and objectives has been necessary to ensure the actions are progressing to ensure their achievement. The consultant has been contracted to:

- Consult with various stakeholders and document, potential providers,
- Identification of needs/gap areas which could be targeted for the Incubator
- Identify opportunities for flexible uses
- Identify design possibilities to incorporate flexible use, alternate energies, varying size business, storage capacity, with landscaping to ensure the site looks attractive and appealing.

Develop a business plan, which details,:

- Project Objective
- Project Background
- Stakeholder identification
- Critical Assumptions
- Economic and Financial Analyses
- Exploration of Options
- Budget and Funding
- Project timeframe and key milestones
- Risk Analysis

Implementation Strategy
The establishment of a working group will provide the opportunity to gain input from the mining, community, and business sectors. Council participation is being sought to help, lead, guide and drive this working group.

Policy Implications
Nil

Financial Implications
The project is being funded across two years of CLGF, the 2012/13 Budget includes CLGF funds totalling $420,000.

Strategic Implications
The business incubator project will provide the infrastructure necessary for new business start-ups in a low cost environment that will encourage employment growth within the Shire.

Consultation
Shire President

Comment
The project has progressed significantly since the contracting of the consultant. Whilst the architectural plans were developed, there was a lack of documentation of the aims of this project, and a business case or plan to provide clear details of why, how and what was trying to be achieved. These questions will now be answered with a solid foundation developed, and development process with stakeholders to give this initiative every opportunity for succeeding.

Voting Requirements – Simple Majority

Officers Recommendation – Item 13025.3

That Council:

1. Supports the development of a Perenjori Business Incubator Centre, working group which will meet regularly to progress this project with monthly reports provided to Council for information and/or recommendations for action.

2. Nominates Cr C King and Cr R Desmond to participate in the working group demonstrating Council’s commitment to this very important project.

COUNCIL RESOLUTION - ITEM 13025.3

Moved: Cr J Hirsch  
Seconded: Cr P Waterhouse

That Council:

1. Supports the development of a Perenjori Business Incubator Centre, working group which will meet regularly to progress this project with monthly reports provided to Council for information and/or recommendations for action.

2. Nominates Cr C King and Cr R Desmond to participate in the working group demonstrating Council’s commitment to this very important project.

Council: 8/0
Executive Summary
This report seeks the support of Council to make a donation of funds to support ICPAWA to assist with the cost of a guest speaker at the annual State Conference.

Background
A letter of request for support has been received seeking support to assist with the costs of attracting a guest speaker to the annual conference to be held in Perth on the 14th March 2013. A booking has been made for Andrew Horabin with the aim to inspire the members attending.

“Andrew Horabin aka "Mick the Demotivational Speaker" delivers a hilarious parody of the motivational speech, customised for your audience to make them laugh til their bellies hurt and maybe even think a little differently about how they work.”

Since 1972, The ICPAWA has represented rural and remote families seeking access to and maintaining the most appropriate education for their children of all ages from early childhood through to tertiary. The Association acts as a lobby group often representing the views of parents reminding government of the impact their decision making can have on rural families.

There is currently no allocation in the budget for a donation of this kind and no Council policy established to guide the approach to responding to requests for financial assistance.

Policy Implications
Nil

Financial Implications
Unbudgeted expenditure

Strategic Implications
Strategic Goal 2: Community Diversity and Involvement

Consultation
Shire President
Comment
With no policy or criteria in place it is difficult to recommend, however it would seem the many farming families within our Shire could benefit from such an Association. The request for support has gone to all rural Shires including Perenjori.

Voting Requirements – Simple Majority

Officers Recommendation – Item 13025.4

That Council Supports the Isolated Parent’s Association of WA by providing $500 of funding, requesting an acknowledgement of the Shire of Perenjori’s contribution at the event, and in any media coverage.

COUNCIL RESOLUTION - ITEM 13025.4

Moved: Cr L Butler
Seconded: Cr J Hirsch

That Council Supports the Isolated Parent’s Association of WA by providing $500 of funding, requesting an acknowledgement of the Shire of Perenjori’s contribution at the event, and in any media coverage.

Carried: 8/0

13025.5 LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS AND SUPPLEMENT

| APPLICANT: | Community Emergency Services Manager (CESM) |
| FILE: | ADM 0373 |
| DISCLOSURE OF INTEREST: | Nil |
| AUTHOR: | ALI MILLS - CEO |
| RESPONSIBLE OFFICER | ALI MILLS - CEO |
| REPORT DATE: | 21ST FEBRUARY 2013 |
| ATTACHMENTS | Status report |

Executive Summary
This report seeks the support of Council to endorse the Local Emergency Management Arrangements and Supplement

Background
These arrangements have been prepared in accordance with the Emergency Management Act 2005 and endorsed by the Mingenew-Morawa-Perenjori-Three Springs Joint Local Emergency Management Committee and need to be approved by the Shires of Mingenew, Morawa, Perenjori and Three Springs

The community has been consulted through other forums and through the LEMC committee process.
With the four local governments forming a combined Local Emergency Management Committee (LEMC), there is a larger volume of information that is required to be inserted into these Arrangements therefore it has been necessary to have two separate documents.

The main document will be the **Joint Local Emergency Management Arrangements**. This will contain the general procedures on how the LEMC will be formed and the roles and responsibilities of committee members. As the information in this document remains static, it will require little or no maintenance through its life.

The second part will be known as the **Supplement**, to the Joint Arrangements which will be used mostly by the Incident Support Group, when formed and the information will be used to provide resources to the incident. The Supplement will be revised on a regular basis.

The Local Emergency Management Committee have approved the attached Local Emergency Management Arrangements and Supplement, the next step in the process is for Council endorse the documents. Once endorsed the documents will go to the DEMC (District Emergency Management Committee) then to the SEMC (State Emergency Management Committee) for endorsement.

**Policy Implications**
Each Shire is required to prepare and maintain a LEMA and Supplement under the *Emergency Management Act 2005*.

**Financial Implications**
Nil

**Strategic Implications**
This will enable the Council to meet its obligations under the *Emergency Management Act 2005*.

**Consultation**
Midwest Gascoyne CEMO (Community Emergences Management Officer), CESM, LEM

**Comment**
The arrangements are standard across LEMC’s and do provide the necessary framework and guidelines for responding to emergencies which may arise in our communities. We are fortunate to have the assistance of the CESM and Department Fire and Emergency Services (DFES) to ensure the arrangements are adequate to cover all areas.

**Voting Requirements – Simple Majority**

**Officers Recommendation – Item 130525.5**
That Council endorses the Joint Local Emergency Management Arrangements and the Supplement for 2013.
COUNCIL RESOLUTION - ITEM 13025.5

Moved: Cr H Wass Seconded: Cr R Desmond

That Council endorses the Joint Local Emergency Management Arrangements and the Supplement for 2013.

Carried: 8/0

13025.6 NOMINATION OF DELEGATES TO THE DEVELOPMENT ASSESSMENT PANEL (DAP)

APPLICANT: WA PLANNING COMMISSION
FILE: ADM 0153
DISCLOSURE OF INTEREST: Nil
AUTHOR: ALI MILLS - CEO
RESPONSIBLE OFFICER: ALI MILLS - CEO
REPORT DATE: 21ST February 2012
ATTACHMENTS: Letters

Executive Summary

Nominations are required by the Government of WA for the Development Assessment Panel by the 15th February 2013.

Background

Perenjori will be serviced by a Joint DAP. The DAP will consist of 3 specialist members (including the presiding member) and two local government members. Council is required to nominate two members and two deputy members. Members cannot sit on a DAP until they have completed training.

Members will be entitled to a sitting fee of $400 and will also be paid this fee on completion of mandatory training. Members who are public employees will not be entitled to the fee. The Shire of Perenjori and the Local Government industry participated in sector wide consultation on the introduction of DAPs in 2010. DAPs will determine, except for excluded applications:

Mandatory DAP Applications

Developments that are estimated at a cost of $7 million or more, except for the following:

- Construction of a single house
- Construction of less than 10 grouped dwellings or multiple dwellings
- Construction of carports, shade sails, outbuildings or sheds
- Development in an improvement scheme area
- Development by a local government or the WAPC

Mandatory development applications must be determined by the relevant Development Assessment Panel and cannot be determined by the Responsible Authority (Council).

**Optional DAP Applications**

Developments that are estimated at a cost between $3-7 million, except for the following:

- Construction of a single house
- Construction of less than 10 grouped dwellings or multiple dwellings
- Construction of carports, shade sails, outbuildings or sheds
- Development in an improvement scheme area
- Development by a local government or the WAPC

The fee for a DAP application varies between $3,376 and $6,320 and is in addition to the application fee payable to the Local Government. Where the Local Government chooses to delegate an application to the DAP the Local Government will incur the DAP fee.

**Statutory Environment**

On 24 March 2011:
- *Planning and Development Act 2005* - Part 11A commenced operation.
- *Planning and Development (Development Assessment Panels) Regulations 2011* took effect
- Amendments to the *Planning and Development Regulations 2009* took effect.

**Policy Implications**

DAPs will consider applications that would otherwise be considered by Local Governments. As the threshold value is $7 Million for automatic applications, and $3 Million for optional applications, the most likely applications will be for mining infrastructure.

**Financial Implications**

The fees payable to Local Governments are not affected and are in addition to fees payable to Local Governments. The Shire is required to provide advice to the DAP, which may involve use of a town planning consultant.

**Strategic Implications**

Nil

**Consultation**

All Councillors were offered this opportunity

**Comment**
It is not expected there will be very many calls for the DAP, however it is a requirement to have in place in case such a situation arises.

**Voting Requirements – Simple Majority**

**Officers Recommendation**

That Council endorses the following nominations DAP Members for 2013/2014;
Cr Peter Waterhouse and Cr Lisa Smith and
Two Deputy Members being:

**COUNCIL RESOLUTION – ITEM 13025.6**

Moved: Cr J Hirsch  
Seconded: Cr J Cunningham

That Council endorses the following nominations DAP Members for 2013/2014;
Cr Peter Waterhouse and Cr Lisa Smith and
Two Deputy Members being: Cr C King and Cr R Desmond

Carried: 8/0

**13025.7 REQUEST TO RE-ASSESS LAND RATES: ASSESSMENT 15032 LOT 8582 PERENJORI**

**APPLICANT:** LANDOWNER – WEELHAMBY HOLDINGS  
**FILE:** 0  
**DISCLOSURE OF INTEREST:** NIL  
**AUTHOR:** ALI MILLS - CEO  
**RESPONSIBLE OFFICER:** ALI MILLS - CEO  
**REPORT DATE:** 21ST FEBRUARY 2013  
**ATTACHMENTS:** Nil

**Executive Summary**

Council is requested to commence the process to have the land rates re-assessed for Lot 8582 Perenjori, which includes the Lochada Camp site as Karara has informed the land owner and the Shire they will be commencing de-mobilisation of the camp in March 2013. The original rate assessment is 157032.

**Background**

The Valuer-General’s role has the role of providing valuations used by rating and taxing authorities. On behalf of the VG, Property & Valuation Services, Landgate (the Western Australian Land Information Authority), conducts general valuations
(revaluations) and makes interim valuations as required. The types of values made are:
1. Unimproved Value (UV), and
2. Gross Rental Value (GRV).

Valuation rolls are amended between general valuations to take account of changes that occur to land and property during a financial year. Typical instances include the subdivision of land, a change in the use of the land, new buildings being erected or improvements to existing buildings.

Values are amended to reflect the changed circumstances and to ensure the values are correctly co-ordinated with surrounding land or property. This is achieved by revaluing the land on the assumption that it existed in its amended form at the time of the last general valuation of the district. The amended value (interim value) comes into force from the date of the change in circumstances and is supplied to rating and taxing authorities for any necessary re-assessment of the valuations to take account of changes that occur to land and property during a financial year. Typical instances include the subdivision of land, a change in the use of the land, new buildings being erected or improvements to existing buildings.

The landowner has requested the rates be considered for re-assessment due to the change in land use with the notification the Lochada camp area, used for mining purposes will be removed and the land will be returned for farming use.

**Statutory Environment**
Local Government Act Part 6, Division 6, Rates and service charges
Valuation of Land Act 1978 (W.A.)

**Policy Implications**
Nil

**Financial Implications:**
Upon endorsement of this assessment it will be necessary to arrange for publication in the Government Gazette.

**Strategic Implications**
Nil

**Consultation**
Landgate

**Comment**
Landgate have advised they can proceed to arrange for a re-assessment without Councils request or notification, however having Councils cooperation will aid the process.

**Voting Requirements – Simple Majority**
Shire of Perenjori

Ordinary Meeting

MINUTES 21st February 2013

Officers Recommendation – Item 13025.7

That Council advises Landgate of the change in use of the land and the need for a re-assessment of the rates at Lot 8582 Perenjori.

Cr J Cunningham declared a Proximity Interest in Item 13025.7.

Moved: Cr L Butler   Seconded Cr J Hirsch   8/0 Cr Cunningham declared a proximity interest, voted to allow to stay and vote.

COUNCIL RESOLUTION - ITEM 13025.7

Moved: Cr J Hirsch   Seconded: Cr R Desmond

That Council advises Landgate of the change in use of the land and the need for a re-assessment of the rates at Lot 8582 Perenjori.

Carried: 8/0

13026 OTHER BUSINESS

13026.1 MOTIONS OF WHICH DUE NOTICE HAVE BEEN GIVEN

13026.2 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

13026.3 URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

13026.4 DATE OF NEXT MEETING / MEETINGS

The next Ordinary Council Meeting will be held on the 21st March 2013.

13026.5 CLOSURE

Cr C King closed the meeting at 2.55pm.

I certify that this copy of the Minutes is a true and correct record of the meeting held on 20th December 2012.

Signed: ________________________

Presiding Elected Member

Date: ________________________