SHIRE OF BODDINGTON

‘The Council and Staff of the Shire of Boddington, in partnership with the community, are committed to operating effectively and efficiently to provide quality lifestyle opportunities that encourage population growth and development’

MINUTES

For The

ORDINARY MEETING OF COUNCIL

To Be Held At

5:00 PM, TUESDAY 22nd September 2009

at the
Shire of Boddington Council Chambers
at 39 Bannister Road Boddington
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In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Boddington during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Boddington. The Shire of Boddington warns that anyone who has an application lodged with the Shire of Boddington must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attaching to the decision made by the Shire of Boddington in respect of the application.
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Minutes of the Ordinary Meeting of the Shire of Boddington held on 22nd September 2009
1. **DECLARATION OF OPENING:**

The Shire President, Cr Carrotts, declared the meeting open at 5:05pm.

2. **ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:**

   Cr P R Carrotts  President
   Cr G J Day
   Cr S W Patten
   Cr D N Veitch
   Cr A J Hardie
   Cr E Hoek

   Mr G Sherry  Chief Executive Officer
   Mrs C Martin  Director of Corporate Services
   Mr P Haas  Principal Environmental Health Officer/Building Surveyor
   Mrs A Patten  Community Development Officer
   Mr S Thompson  Planning Consultant (left 5:25pm)
   Mr G Donhardt  Works Supervisor (from 5:25pm).
   Ms T Columb  Executive Assistant

**APOLOGIES**

Cr E H Flaherty  Deputy President

**VISITORS**

Mr Mark Gordon
Mr Greg Robertson
Mr John Allert

3. **DISCLOSURE OF FINANCIAL INTEREST:**

Cr Hardie declared a Direct Financial Interest Item 8.1.3.

4. **PUBLIC QUESTION TIME:**

Nil

5. **PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:**
6. CONFIRMATION OF MINUTES:

6.1 Ordinary Meeting of Council Held On 1 September 2009

OFFICER RECOMMENDATION – ITEM 6.1

Council Resolution 169/09 Moved Cr Veitch
That the minutes of the Ordinary Meeting of Council held on 1 September 2009 be confirmed as a true record of proceedings.

Seconded Cr Hardie Carried 5/0

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION:

7.1 Elected Members’ Reports

Cr Veitch reported on the Regional Road Group Meeting held in Eaton on 21st September 2009.

At this meeting MRWA advised that funds had been made available for the following projects

1. Works to Pinjarra Williams Road at Greens Hill:
2. Resealing of Bannister Marradong Road from Albany Highway south for 6kms; and
3. Preconstruction Works on the widening of the Pinjarra Williams Road between Marradong and Quindanning.
8. REPORTS OF OFFICERS AND COMMITTEES:

8.1 PLANNING CONSULTANT:

8.1.1 Extension of Planning Approval - proposed Consulting Room Lot 13845 (No. 27) Bannister Road, Boddington

Location: No. 27 Bannister Road  
Applicant: Hian-Boon Hsu  
File Ref. No: BAN 13845  
Disclosure of interest: Nil  
Date: 09.09.09  
Author: Rob Paull  
Attachments  
8.1.1a Letter submitted by applicant  
8.1.1b Planning Approval issued September 2007

Summary

An extension of the Planning Approval issued by Council for a Consulting Room adjacent to the Pharmacy at 27 Bannister Road is recommended, subject to the inclusion of conditions reflecting ‘Car Parking and Vehicular Access’ Policy endorsed since the original Approval.

1.1 Background

• At the Council meeting of 18 September 2007, Council issued Planning Approval for a ‘Consultancy Room’ on Lot 13845 (No. 27) Bannister Road. The property is zoned ‘Commercial’ and the proposed ‘consultancy room’ is adjacent to the existing pharmacy.

• ‘Consultancy Room’ is an “AA” use in Shire of Boddington Town Planning Scheme No. 2, (‘Scheme No. 2’) i.e. a use that can be permitted at Council’s discretion with or without advertising the proposal.

• The Applicant has requested an extension of time for the ‘Consultancy Room’, which expires on 19 September 2009.

• The Shire has a recently endorsed a new ‘Car Parking and Vehicular Access’ Policy. Under this Policy, there is a presumption in favour of all parking areas being sealed, drained and line-marked to the satisfaction of Council.

Comment

• Given the Commercial zoning of the locality, and the existing pharmacy use of the building, it is felt that the proposed use need not be advertised.

• Under Scheme No. 2 the proposal only required 1 parking bay. However in allowing for a doctor, receptionist and patients, Council required a minimum of three (3) on site bays.
Consultation

Inspected site. No further consultation is required under the Scheme.

Options

- Extend the Approval (unconditional).
- Extend the Approval (with conditions).
- Refuse the request to extend the Approval.

Statutory Environment

Under Clause 6.8.3 of Scheme No. 2, the Approval will expire within 2 years of the Approval (being 19 September 2009). Council may approve or refuse to extend the Approval.

Policy Implications

Any decision to extend an Approval must be made on clear planning grounds i.e. zoning, amenity, parking etc.

The Shire has a recently endorsed a new ‘Car Parking and Vehicular Access’ Policy. Under this Policy, there is a presumption in favour of all parking areas being sealed, drained and line-marked to the satisfaction of Council. It is recommended that the parking and access be sealed.

As a guide to the minimum dimensions, a standard width of a 90degree parking space is 2.6 metres with a length of 5.5 metres. The reversing area would need to be 5.9 metres (11.4 metres in total). Parking spaces for disabled would be 3.6 metres wide.

Should Council support the extension of time, the minimum dimensions should also be a condition of Approval. It is also recommended that rear access to the building be provided to ensure ease of access for users of the car park.

Financial Implications - Nil
Economic Implications - Nil

Social Implications

Convenient and accessible car parking is important for any consulting room application.

Environmental Considerations - Nil
Strategic Implications - Nil

Voting Requirements

Simple Majority.
OFFICER RECOMMENDATION – ITEM 8.1.1

Council Resolution 170/09  Moved Cr Veitch

That Council extend the Planning Approval issued on 19 September 2007 for a Consulting Room on Lot 13845 (No. 27) Bannister Road subject to the conditions that applied to the original Approval and the following additional conditions:

1. All parking areas being sealed, drained and line-marked to the satisfaction of Council by 22 September 2010.

2. The minimum dimension of a standard width of a 90degree parking space is 2.6 metres with a length of 5.5 metres and the reversing area being 5.9 metres (11.4 metres in total);

3. The parking spaces for disabled should be 3.6 metres wide; and

4. The building being modified to provide rear access to the car park.

Seconded Cr Hardie Carried 5/0
Mr Garry Sherry  
Chief Executive Officer  
Shire of Boddington  
39 Bannister Road  
Boddington WA 6390

Dear Garry,

EXTENTION OF THE PROPOSED DEVELOPMENT LOT 13845 (NO27)  
BANNISTER ROAD, BODDINGTON DATED 11TH SEPTEMBER 2007

I am writing to seek time extension to the above dated proposed development lot 13845 (NO27) Bannister Road, Boddington.

As per discussed with your consultant town planner Rob Paull, I have to provide three car bays including one for disabled parking as per Letter of Approval to the rear of the property. The Shire has also recently endorsed a new 'Car Parking and Vehicular Access' policy, "Under this Policy, there is a presumption in favour of all parking areas being sealed, drained and line-marked to the satisfaction of Council. It is recommended that the parking and access be sealed".

With this in mind, I have made a few enquiries to draftsman and Constructor to draft up a parking plan, and then I shall liaise your town planner.

I hope that you can consider my situation and granting an time extension for the above proposed development.

Yours faithfully

[Signature]

Fian Boon Hsu

23 August 2009

Boddington Pharmacy  
27 BANNISTER ROAD, BODDINGTON WA 6390  
TEL/FAX:(08) 98839962 EMAIL: boddingtonpharmacy@btinternet.com.au
Mr Hian Boon Hau  
27 Bannister Road  
BODDINGTON WA 6390  

Dear Sir  

PROPOSED DEVELOPMENT LOT 13845 (NO 27) BANNISTER ROAD, BODDINGTON  

Please find enclosed Planning Approval for your proposed development on Lot 13845 Bannister Road, Boddington.  

Please note that this formal notification is not a building approval. It will be necessary for you to liaise with Council's Principal Environmental Health Officer / Building Surveyor regarding refurbishment, access ramp, and any structural alterations.  

Yours faithfully  

[Signature]

Peter Bradbrook  
Chief Executive Officer  
19th September 2007
APPENDIX 9

TOWN PLANNING AND DEVELOPMENT ACT 2006

SHIRE OF BODDINGTON

DECISION ON APPLICATION FOR PLANNING APPROVAL

The Council having considered the application for a Consulting Room at Lot 13845 (No. 27) Bannister Road, Boddington.

Dated: 14th September 2007

Submitted by: Hian-Boon Hsu

On behalf of: As above

Hereby advise that it has decided to GRANT APPROVAL TO COMMENCE DEVELOPMENT, subject to the following conditions:

i) 3 on site parking bays being provided including one disabled bay

ii) Any structural alterations to the building be referred to Council's Building Surveyor for approval prior to commencement of changes

iii) A landscaping plan to be prepared and implemented to Council's satisfaction, and

iv) Signage to be approved by council in accordance with the provisions of Appendix 2 of Town Planning Scheme No. 2.

CHIEF EXECUTIVE OFFICER

DATE
8.1.2 Proposed subdivision Lot 13 Pollard Street, Boddington

Location: Corner Pollard and William Streets
Applicant: Survey WA Pty Ltd for KE and PW Johnston
File Ref. No: 140418
Disclosure of interest: Nil
Date: 09.09.09
Author: Rob Paull
Attachments 8.1.2a Subdivision Plan
8.1.2b Boddington Flood Plain management Study

Summary

The application for a two (2) Lot subdivision is on land close to the Hotham River and exhibits high water levels in winter. It is recommended Council advise the WAPC that prior to considering the Application, the Applicant be required to prepare a geotechnical report depicting ground conditions and water table levels along with a drainage management study. Until this information is provided, Council would not be in a position to support the Application.

Background

In 1987 an approval for subdivision was issued by the West Australian Planning Commission (WAPC) for the land but not acted upon.

In 1994, an application for subdivision was refused by the WAPC on the advice of the Health Department and the Water Authority (due to effluent disposal and possible flooding).

In 2006, subdivision Approval was issued by the WAPC for the creation of three (3) new lots fronting in King Street. Initially, an additional lot was proposed (in the same location as proposed Lot 200), however the Applicant removed this lot from the Application on the basis of an objection from the Department of Health due to the lot being “…unable to achieve the minimum 500mm clearance to the seasonal water table…”

In 2009, Council adopted the Shire of Boddington Floodplain Management Study which is based on extensive investigations which has combined specialised technical input, detailed contour information and accepted best practice with flood modelling. Under the Flood Study, the land is included within the ‘Flood Fringe’ area.

Comment

Due to the low lying an flood prone nature of the land, there is concern regarding subsoils, drainage and effluent disposal (note ‘consultation’ paragraph below). There are no immediate plans to extend the reticulated sewerage system into this locality.

Consultation

Council’s Environmental Health Officer has pointed out that proposed Lot 200 and Lot 201 is perched for up to 3 months each year and he expresses a preference for the land to be sewered. As sewer is not available in the foreseeable future the installation of Aerobic Treatment Units on each property is recommended. However, prior to considering the appropriateness or otherwise of the subdivision, information in the form
of a geotechnical report depicting ground conditions and water table levels along with a drainage management study is required.

Options

- Recommend to the WAPC to Approve (unconditional).
- Recommend to the WAPC to Approve (with conditions).
- Recommend to the WAPC to Refuse.
- Recommend to the WAPC to seek further information.

Statutory Environment

The subject land is zoned ‘Residential R5’ (minimum Lot size of 2000m²) under the Shire of Boddington Town Planning Scheme No. 2 (‘Scheme No. 2’). The proposed subdivision complies with this coding.

Policy Implications

The subsoil appears to be very dense, non-porous and basically this was the reason the previous application was refused. A geotechnical report will establish the amount of excavation and fill that may be required. Due to the low lying nature of the land, the drainage study will be vital in determining the ability to dispose of water from the site.

Financial Implications

Council’s rate base will increase with the creation of two (2) extra Lots.

Economic Implications – Nil
Social Implications – Nil

Environmental Considerations

The two main issues are the nature of the subsoil and drainage and will require further assessment by the Applicant.

Strategic Implications

Prior to supporting subdivision, it is necessary for Council to be confident that subsequent development can be undertaken on the land in such a manner that it will not impact upon the strategic flood modelling of the Flood Study.

Voting Requirements – Simple Majority
OFFICER RECOMMENDATION – ITEM 8.1.2

Council Resolution 171/09 Moved Cr Hardie

That Council advise the Western Australian Planning Commission that in relation to proposed subdivision application (WAPC ref: 140418) for two lots at Lot 13 Pollard Street, Boddington, the Applicant be required to prepare a geotechnical report depicting ground conditions and water table levels along with a drainage management study and until this information is provided, Council would not be in a position to support the Application.

Seconded Cr Veitch Carried 5/0

Cr Hardie declared a Direct Financial Interest in Item 8.1.3 in that he is an owner of the land in Item 8.1.3 and left Council Chambers at 5:10pm.
8.1.3 Proposed subdivision Lots 101 & 102 River Road, Ranford

Location: Corner River Road and Christie Street
Applicant: Survey WA Pty Ltd for Hardcrow Pty Ltd
File Ref. No: 140462
Disclosure of interest: Nil
Date: 09.09.09
Author: Rob Paull
Attachments
8.1.3 a Location Plan/Position in Local Planning Strategy
8.1.3 b Subdivision Plan
8.1.3 c Draft concept subdivision plan – Amendment No. 22.

Summary

This “Rural Residential” subdivision within the Ranford area is for four (4) lots and identified for ‘long term urban’ in Council’s Local Planning Strategy. The land is subject to Amendment 22 that seeks to zone the land ‘Special Residential’ (approximately 2000m² lots) and is currently being advertised for public comment. The Amendment includes a ‘concept subdivision plan’ that depicts the general design of the land, should it be finally approved for rezoning. It is recommended that the application be supported subject to conditions.

1.2
1.3 Background

The land has an area of approximately 4.16ha and the Application seeks to subdivide the land into four (4) lots of approximately 1ha per lot.

The land is zoned “Rural Residential” and under Western Australian Planning Commission policy can be subdivided down to 1ha if scheme (reticulated) water is available. The subject land was approved for subdivision into two x 2ha allotments (reflecting the current lot configuration) in 2005.

A further subdivision Application (similar to the Application before Council) was not supported by Council in February 2007 where Council resolved:

That the subdivision application over lots 101 & 102 River Road be deferred to allow the applicant to prepare a schematic urban density overlay to indicate how the proposed lots could be practically redeveloped to a higher appropriate density in due course.

The Council at its meeting on 16 September 2008 resolved: -

That Council advise the applicant, in relation to the request to rezone Lots 101 and 102 Christie Street, Ranford, from “Rural Residential” to “Residential R5”, of the following:

1. That Council support the overall concept given it is strategically consistent with the Shire of Boddington Local Planning Strategy. Accordingly, the Council will favourably consider adopting a scheme amendment from “Rural Residential” to “Residential R5” provided the proponent prepares formal documentation, to the satisfaction of the Council, that addresses the points set out in 2. below;
2. Prior to Council adopting a Scheme Amendment for the subject land from “Rural Residential” to “Residential R5”, there is a need for the proponent to appropriately address the following to the satisfaction of the Council:

A) the provision of an Outline Development Plan for land bounded by River Road, Christie Street, Cowcher Street, Extracts Road and Lot 60 River Road;

B) the Subdivision Concept Plan showing road widening on River Road in the south-west section of the site. This land will be required to be given up free-of-cost at the subdivision stage;

C) the provision of an appropriate geotechnical report that addresses the capability for on-site effluent disposal and building construction;

D) the Scheme Amendment documents incorporating the applicant’s position on the following matters:
   i. sight distances at the intersection of the proposed subdivision road and River Road;
   ii. the proposed road reserve on the southern boundary being given up free-of-cost at the subdivision stage;
   iii. contributing to the provision of a dual use path on the eastern side of River Road where it adjoins the subject land at the subdivision stage;
   iv. connection to the reticulated water supply;
   v. the approach to the provision of public open space; and
   vi. the preparation of Building and Landscaping Guidelines that are enforced through Restrictive Covenants or other appropriate methods;

E) the provision of Scheme Amendment documents in accordance with the Town Planning Regulations; and

3. That the scheme amendment request will be brought back before Council to consider whether it agrees to adopt the scheme amendment”.

Further, in April 2009, the Shire resolved adopt Amendment 22 for community consultation which seeks to:

“rezone Lots 101 and 102 Christie Street, Ranford, from “Rural Residential” to “Residential R5”.

Amendment 22 is accompanied by a draft ‘concept subdivision plan’ that shows lot sizes down to 2,000m² reticulated water and no reticulated sewerage.

The land is zoned “Rural Residential” and under Western Australian Planning Commission policy can be subdivided down to 1ha if scheme (reticulated) water is available. From advice provided by the Department of Planning, more recently, the Commission has taken a more liberal view on the requirement for reticulated water for lots 1ha or greater where a reticulated water requirement has in some circumstances, not been made as a condition of subdivision.
Comment

The subject land has been identified in Council’s Local Planning Strategy for “Long term Urban”. The Strategy states “subdivision proposals should demonstrate that they would not compromise the long term intention to develop this area for urban purposes when services are extended to Ranford”.

Documentation associated with Amendment 22 indicates that should the land be zoned R5, the land will be serviced by the existing water scheme.

The draft ‘concept subdivision plan’ provides an overlay design to a density of R5 over the land indicating how the subject lots could be developed to an ultimate urban density in an orderly manner. This generally reflects the Council position of February 2007 that the (then) subdivision application be “… deferred to allow the applicant to prepare a schematic urban density overlay to indicate how the proposed lots could be practically redeveloped to a higher appropriate density in due course”.

Should the Application be supported, it is appropriate that it be conditional upon the subdivider showing building exclusion areas that prevent new dwellings and buildings impinging upon the re-subdivision reflected in the draft ‘concept subdivision plan’.

It is open for Council to defer consideration until the outcome of Amendment 22. However, conditions can be placed upon the subdivision to ensure that it does not compromise later development of the site.

Consultation

Discussions were held with senior Shire Staff. No advertising was carried out as the Application for subdivision does not provide or require community consultation.

Options

Council may recommend to the WAPC to:
• support the application (with or without conditions); or
• defer consideration pending the outcome of Amendment 22; or
• refuse the application.

Statutory Environment

The Local Planning Strategy provides the direction for the long-term development and use of the land.

Policy Implications

Council has adopted the Local Planning Strategy and through its resolution over the land in February 2007, September 2008 and more recently, in February 2009 (in relation to Amendment 22) has established a policy direction for the land.

Council has adopted ‘Planning Policy No. 4-Rural Residential Lots and Water Supplies’. Clause 6.2 of the Policy states:

The Council will recommend to the WAPC that a subdivision condition be imposed on rural residential lots requiring connection to the reticulated water system in
accordance with the Local Planning Strategy unless all matters set out in section 6.5 are appropriately addressed by the proponent.

The contour of the land is between 214m and 218m and therefore, does not reflect the Shire Council direction that “the site, including the majority of proposed lots, is located above the 265 metres contour”. Accordingly, the need for reticulated water for the subdivision reflects the Policy of Council.

Financial Implications - Nil
Economic Implications - Nil
Social Implications - Nil
Environmental Considerations - Nil

Strategic Implications

By preparing the draft ‘Concept Subdivision Plan’ associated with Amendment 22, building exclusion areas can be located as part of this Subdivision Approval that would ensure buildings are sited carefully without compromising later development of the site.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 8.1.3

Council Resolution 172/09 Moved Cr Veitch

That the subdivision of Lots 101 & 102 River Road, Ranford (WAPC 140462) be supported subject to the inclusion of the following conditions:

1. The provision of reticulated water to each lot. (WC, LG);

2. Building exclusion areas being identified so that any new buildings will not impede the future subdivision and development of the land to the satisfaction of the Western Australian Planning Commission. (LG).

3. A Bushfire Management Plan being prepared by a suitably qualified Fire Management Consultant which is appropriately implemented to the satisfaction of the Western Australian Planning Commission (FESA, LG);

4. The provision of suitable measures to ensure that prospective purchasers are aware of the building exclusion areas and Bushfire Management Plan (LG);

5. Arrangements being made to the satisfaction of the Western Australian Planning Commission and to the specification of Western Power for the provision of an electricity supply service to the lots shown on the approved plan of subdivision (WP).

6. Land given up free of cost for the purposes of road widening adjoining proposed lots 72 and 73.
Advice:

In relation to condition 2, this includes the extension of Extracts Road to River Road and a new east west road between Lot 65 Christie Street and River road.

Seconded             Cr Day             Carried         4/0

Mr Thompson left Council Chambers at 5:25pm.
Mr G Donhardt entered Council Chambers at 5:25pm.
Cr Hardie returned to Council Chambers at 5:25pm.
8.2 SPECIAL PROJECTS MANAGER:

Nil

8.3 PRINCIPAL ENVIRONMENTAL HEALTH OFFICER /BUILDING SURVEYOR:

Nil

8.4 COMMUNITY DEVELOPMENT OFFICER:

Nil
8.5 DIRECTOR OF CORPORATE SERVICES:

8.5.1 Monthly Financial Statements August 2009

Disclosure of Nil
Date: 11th September 2009
Author: Carmel Martin

Attachment 8.5.2 Monthly Financial Statements

Summary

The Local Government (Financial Management) Regulations 1996 require the preparation of Monthly Financial Reports in such form as the Local Government considers is appropriate.

1.4 Background

In accordance with Council Policy 9.11, Council is to be presented with a Monthly Financial Report including the Operating Statement, Statement of Financial Position for the year to date together with a Bank Reconciliation Statement as at the end of the period. Also included is the list of payments for the last month of the period.

Comment


Policy Implications - Policy 9.11

OFFICER RECOMMENDATION – ITEM 8.5.2

Council Resolution 173/09 Moved Cr Patten

That:
1. The Monthly Financial Statements for the month of August 2009 be received;
2. The list of Payments for the month of August 2009 be received;
3. The Bank Reconciliations for the month of August 2009 be received; and
4. Council notes additional reconciliations are included for Council’s information only.

Seconded Cr Veitch Carried 5/0
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### OPERATING STATEMENT
**FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009**

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<td>3,215</td>
<td>(19,567)</td>
<td>(117,400)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,879,271</td>
<td>724,291</td>
<td>4,345,746</td>
</tr>
</tbody>
</table>

| **OPERATING EXPENSES** |               |               |                  |
| Governance             | 198,006       | (794)         | (4,762)          |
| General Purpose Funding| 313           | 56,125        | 336,747          |
| Law, Order, Public Safety| 18,222      | 52,648        | 315,890          |
| Health                 | 11,912        | 23,671        | 142,026          |
| Education and Welfare  | 5,571         | 14,161        | 84,968           |
| Housing                | 7,078         | 0             | 0                |
| Community Amenities    | 86,285        | 141,796       | 850,777          |
| Recreation & Culture   | 63,582        | 111,531       | 669,186          |
| Transport              | 243,292       | 243,165       | 1,458,991        |
| Economic Services      | 32,711        | 112,162       | 672,971          |
| Other Property and Services | 4,201 | (684)       | (4,101)          |
| **Total**              | 671,174       | 753,782       | 4,522,693        |

| **BORROWING COSTS EXPENSE** |               |               |                  |
| Governance               | 0             | 0             | 0                |
| Law, Order & Public Safety| 0             | 0             | 0                |
| Health                   | 3,498         | 1,363         | 8,180            |
| Housing                  | 0             | 2,683         | 16,095           |
| Community Amenities      | 0             | 568           | 3,406            |
| Recreation & Culture     | 0             | 0             | 0                |
| Transport                | 1,733         | 3,880         | 23,281           |
| Economic Services        | 0             | 0             | 0                |
| **Total**                | 5,231         | 8,494         | 50,962           |

<p>| <strong>GRANTS/CONTRIBUTIONS FOR THE DEVELOPMENT OF ASSETS</strong> |               |               |                  |
| Governance              | 0             | 25,000        | 150,000          |
| Law, Order &amp; Public Safety| 0             | 400           | 2,400            |
| Health                  | 200,000       | 264,317       | 1,585,900        |
| Education &amp; Welfare     | 0             | 83,350        | 500,100          |
| Community Amenities     | 0             | 50,000        | 300,000          |
| Recreation &amp; Culture    | 0             | 128,000       | 768,000          |</p>
<table>
<thead>
<tr>
<th></th>
<th>Transport</th>
<th>Economic Services</th>
<th>Other Property and Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>158,640</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>340,905</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2,045,431</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>358,640</td>
<td>891,972</td>
<td>5,351,831</td>
<td></td>
</tr>
</tbody>
</table>

**PROFIT/(LOSS) ON DISPOSAL OF ASSETS**

<table>
<thead>
<tr>
<th></th>
<th>Governance</th>
<th>Health</th>
<th>Education &amp; Welfare</th>
<th>Transport</th>
<th>Other Property &amp; Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>(794)</td>
<td>(4,762)</td>
<td>0</td>
<td>(1,043)</td>
</tr>
<tr>
<td></td>
<td>(1,043)</td>
<td>(442)</td>
<td>(2,654)</td>
<td>1,114</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(1,043)</td>
<td>58,212</td>
<td>349,269</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**NET RESULT**

<table>
<thead>
<tr>
<th></th>
<th>1,560,463</th>
<th>912,199</th>
<th>5,473,191</th>
<th></th>
</tr>
</thead>
</table>
### SHIRE OF BODDINGTON
#### BALANCE SHEET
#### AS AT 31st August 2009

<table>
<thead>
<tr>
<th></th>
<th>August 2009</th>
<th>June 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank</td>
<td>370,796</td>
<td>982,567</td>
</tr>
<tr>
<td>Cash Advances</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Receivables - Rates</td>
<td>1,706,483</td>
<td>56,897</td>
</tr>
<tr>
<td>Receivables - General</td>
<td>257,178</td>
<td>600,330</td>
</tr>
<tr>
<td>Inventories</td>
<td>1,353</td>
<td>1,353</td>
</tr>
<tr>
<td>Reserve Fund Investments</td>
<td>1,499,257</td>
<td>1,492,055</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>3,835,067</strong></td>
<td><strong>3,133,202</strong></td>
</tr>
</tbody>
</table>

| **Current Liabilities** |         |           |
| Creditors and Provisions | 152,109 | 407,245   |
| Trust Creditors           | 0        | 0         |
| Borrowings                | 100,263  | 113,497   |
| **Total Current Liabilities** | **252,372** | **520,742** |

| **Net Current Assets** |         |           |
| **3,582,695**          | **2,612,460** |

| **Non Current Assets** |         |           |
| Receivables           | 0        | 0         |
| Investments - Non Current | 768,784  | 226,502   |
| Furniture & Equipment | 179,412  | 184,020   |
| Plant & Equipment     | 1,761,666 | 1,796,181 |
| Tools                 | 1,618    | 1,746     |
| Land & Buildings      | 5,099,225 | 4,928,394 |
| Infrastructure Assets | 6,957,135 | 7,040,769 |
| **Total Non Current Assets** | **14,767,841** | **14,177,612** |

| **Non Current Liabilities** |         |           |
| Provisions               | 17,324   | 17,324    |
| Borrowings               | 703,153  | 703,153   |
| **Total Non Current Liabilities** | **720,477** | **720,477** |

| **Net Non Current Assets** |         |           |
| **14,047,364**            | **13,457,135** |

| **Net Assets** |         |           |
| **17,630,058** | **16,069,595** |

**Net Assets are Represented by:**

- **Ratepayers’ Equity**
  - Accumulated Surplus/Deficit | 16,130,801 | 14,577,539 |
  - Reserves | 1,499,257 | 1,492,056 |
  - Change in Net Assets From Operations |   |   |
  - Trust Creditor |   |   |
- **Total Ratepayers’ Equity** | **17,630,058** | **16,069,595** |
## SHIRE OF BODDINGTON
### STATEMENT OF CASH FLOWS
#### FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009

<table>
<thead>
<tr>
<th>Cash Flows From Operating Activities</th>
<th>2009/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>August 09</td>
</tr>
<tr>
<td></td>
<td>Y-T-D Actual</td>
</tr>
<tr>
<td><strong>Receipts</strong></td>
<td>$</td>
</tr>
<tr>
<td>Rates</td>
<td>307,659</td>
</tr>
<tr>
<td>Grants and Subsidies - operating</td>
<td>32,808</td>
</tr>
<tr>
<td>Contributions, Reimbursements &amp; Donations</td>
<td>30,700</td>
</tr>
<tr>
<td>User Charges</td>
<td>162,286</td>
</tr>
<tr>
<td>Interest</td>
<td>9,500</td>
</tr>
<tr>
<td>Goods and Services Tax</td>
<td>(50,395)</td>
</tr>
<tr>
<td>Other</td>
<td>16,627</td>
</tr>
<tr>
<td><strong>Total Receipts</strong></td>
<td>509,185</td>
</tr>
<tr>
<td><strong>Payments</strong></td>
<td>$</td>
</tr>
<tr>
<td>Employee Costs</td>
<td>(298,797)</td>
</tr>
<tr>
<td>Materials and Contracts</td>
<td>(384,699)</td>
</tr>
<tr>
<td>Utilities (gas, electricity, water, etc)</td>
<td>(20,328)</td>
</tr>
<tr>
<td>Insurance</td>
<td>(79,237)</td>
</tr>
<tr>
<td>Interest</td>
<td>(5,958)</td>
</tr>
<tr>
<td>Goods and Services Tax</td>
<td>13,259</td>
</tr>
<tr>
<td>Other</td>
<td>56,611</td>
</tr>
<tr>
<td><strong>Total Payments</strong></td>
<td>(719,148)</td>
</tr>
<tr>
<td><strong>Net Cash Provided By Operating Activities</strong></td>
<td>(209,963)</td>
</tr>
</tbody>
</table>

### Cash Flows from Investing Activities

<table>
<thead>
<tr>
<th>Cash Flows from Investing Activities</th>
<th>2009/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments for Development of Land Held for Resale</td>
<td>$</td>
</tr>
<tr>
<td>Payments for Purchase of Property, Plant &amp; Equipment</td>
<td>(542,282)</td>
</tr>
<tr>
<td>Payments for Construction of Infrastructure</td>
<td>(222,980)</td>
</tr>
<tr>
<td>Grants/Contributions for the Development of Assets</td>
<td>(2,491)</td>
</tr>
<tr>
<td>Proceeds from Sale of Plant &amp; Equipment</td>
<td>358,642</td>
</tr>
<tr>
<td><strong>Total Cash Flows from Investing Activities</strong></td>
<td>(381,369)</td>
</tr>
</tbody>
</table>

### Cash Flows from Financing Activities

<table>
<thead>
<tr>
<th>Cash Flows from Financing Activities</th>
<th>2009/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advances to Community Groups</td>
<td>0</td>
</tr>
<tr>
<td>Repayment of Debentures</td>
<td>(13,235)</td>
</tr>
<tr>
<td>Repayment of Finance Leases</td>
<td>0</td>
</tr>
<tr>
<td>Proceeds from Self Supporting Loans</td>
<td>0</td>
</tr>
<tr>
<td>Proceeds from Advances</td>
<td>0</td>
</tr>
<tr>
<td>Proceeds from New Debentures</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Cash Flows from Financing Activities</strong></td>
<td>(13,235)</td>
</tr>
</tbody>
</table>

### Net Increase (Decrease) in Cash Held

<table>
<thead>
<tr>
<th>Net Increase (Decrease) in Cash Held</th>
<th>2009/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash at Beginning of Year</td>
<td>2,474,622</td>
</tr>
<tr>
<td>Cash at End of Year</td>
<td>1,870,054</td>
</tr>
</tbody>
</table>
### SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009

<table>
<thead>
<tr>
<th>NOTE August 09</th>
<th>Operating</th>
<th>Variances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>August 09</td>
<td>Budget to Actual</td>
</tr>
<tr>
<td></td>
<td>2009</td>
<td>Y-T-D</td>
</tr>
<tr>
<td></td>
<td>Actual $</td>
<td>Budget $</td>
</tr>
<tr>
<td>Revenues/Sources</td>
<td>1,2</td>
<td></td>
</tr>
<tr>
<td>Governance</td>
<td>7,099</td>
<td>0</td>
</tr>
<tr>
<td>General Purpose Funding</td>
<td>24,582</td>
<td>37,015</td>
</tr>
<tr>
<td>Law, Order, Public Safety</td>
<td>12,583</td>
<td>6,905</td>
</tr>
<tr>
<td>Health</td>
<td>202,494</td>
<td>134,394</td>
</tr>
<tr>
<td>Education and Welfare</td>
<td>3,600</td>
<td>73,045</td>
</tr>
<tr>
<td>Housing</td>
<td>4,161</td>
<td>0</td>
</tr>
<tr>
<td>Community Amenities</td>
<td>179,385</td>
<td>57,720</td>
</tr>
<tr>
<td>Recreation and Culture</td>
<td>491</td>
<td>70,522</td>
</tr>
<tr>
<td>Transport</td>
<td>163,645</td>
<td>174,169</td>
</tr>
<tr>
<td>Economic Services</td>
<td>78,251</td>
<td>876,543</td>
</tr>
<tr>
<td>Other Property and Services</td>
<td>3,215</td>
<td>2,717</td>
</tr>
<tr>
<td>Total</td>
<td>679,506</td>
<td>588,298</td>
</tr>
</tbody>
</table>

### (Expenses)/(Applications)

<table>
<thead>
<tr>
<th>NOTE August 09</th>
<th>(Expenses)/(Applications)</th>
<th>Variances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>August 09</td>
<td>Budget to Actual</td>
</tr>
<tr>
<td></td>
<td>2009</td>
<td>Y-T-D</td>
</tr>
<tr>
<td></td>
<td>Actual $</td>
<td>Budget $</td>
</tr>
<tr>
<td>Governance</td>
<td>(198,006)</td>
<td>0</td>
</tr>
<tr>
<td>General Purpose Funding</td>
<td>(313)</td>
<td>(56,125)</td>
</tr>
<tr>
<td>Law, Order, Public Safety</td>
<td>(18,222)</td>
<td>(53,048)</td>
</tr>
<tr>
<td>Health</td>
<td>(16,453)</td>
<td>(25,477)</td>
</tr>
<tr>
<td>Education and Welfare</td>
<td>(5,571)</td>
<td>(14,161)</td>
</tr>
<tr>
<td>Housing</td>
<td>(7,078)</td>
<td>0</td>
</tr>
<tr>
<td>Community Amenities</td>
<td>(86,285)</td>
<td>(141,796)</td>
</tr>
<tr>
<td>Recreation &amp; Culture</td>
<td>(63,582)</td>
<td>(111,531)</td>
</tr>
<tr>
<td>Transport</td>
<td>(245,026)</td>
<td>(247,045)</td>
</tr>
<tr>
<td>Economic Services</td>
<td>(32,711)</td>
<td>(112,162)</td>
</tr>
<tr>
<td>Other Property and Services</td>
<td>(4,201)</td>
<td>(2,167)</td>
</tr>
<tr>
<td>Total</td>
<td>(677,445)</td>
<td>(763,512)</td>
</tr>
</tbody>
</table>

### Adjustments Non-Cash (Revenue) & (Profit)/Loss on Asset Disposals

<table>
<thead>
<tr>
<th>NOTE August 09</th>
<th>Adjustments Non-Cash (Revenue) &amp; (Profit)/Loss on Asset Disposals</th>
<th>Variances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>August 09</td>
<td>Budget to Actual</td>
</tr>
<tr>
<td></td>
<td>2009</td>
<td>Y-T-D</td>
</tr>
<tr>
<td></td>
<td>Actual $</td>
<td>Budget $</td>
</tr>
<tr>
<td>Movement in Accrued Interest</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Movement in Accrued Salaries and Wages</td>
<td>(25,474)</td>
<td>0</td>
</tr>
<tr>
<td>Depreciation on Assets</td>
<td>(2(a))</td>
<td>148,740</td>
</tr>
</tbody>
</table>

### Capital Revenue and (Expenditure)

<table>
<thead>
<tr>
<th>NOTE August 09</th>
<th>Capital Revenue and (Expenditure)</th>
<th>Variances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>August 09</td>
<td>Budget to Actual</td>
</tr>
<tr>
<td></td>
<td>2009</td>
<td>Y-T-D</td>
</tr>
<tr>
<td></td>
<td>Actual $</td>
<td>Budget $</td>
</tr>
<tr>
<td>Purchase Land Held for Resale</td>
<td>3</td>
<td>(542,282)</td>
</tr>
<tr>
<td>Purchase Land and Buildings</td>
<td>3</td>
<td>(191,370)</td>
</tr>
<tr>
<td>Purchase Infrastructure Assets - Roads &amp; Bridges</td>
<td>3</td>
<td>(2,491)</td>
</tr>
<tr>
<td>Purchase Infrastructure Assets - Public Facilities</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Purchase Infrastructure Assets - Footpaths</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Purchase Plant and Equipment</td>
<td>3</td>
<td>(31,610)</td>
</tr>
<tr>
<td>Purchase Furniture and Equipment</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Description</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>Proceeds from Disposal of Assets</td>
<td>27,742</td>
<td>100,174</td>
</tr>
<tr>
<td>Repayment of Debentures</td>
<td>(13,235)</td>
<td>(18,916)</td>
</tr>
<tr>
<td>Proceeds from New Debentures</td>
<td>0</td>
<td>280,569</td>
</tr>
<tr>
<td>Self-Supporting Loan Principal Income</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers to Reserves (Restricted Assets)</td>
<td>(7,201)</td>
<td>(11,865)</td>
</tr>
<tr>
<td>Transfers from Reserves (Restricted Assets)</td>
<td>0</td>
<td>102,003</td>
</tr>
<tr>
<td><strong>ADD</strong> Net Current Assets July 1 B/Fwd</td>
<td>1,388,459</td>
<td>227,042</td>
</tr>
<tr>
<td><strong>LESS</strong> Net Current Assets Year to Date</td>
<td>2,312,788</td>
<td>0</td>
</tr>
<tr>
<td><strong>Amount Raised from Rates</strong></td>
<td>(1,558,405)</td>
<td>(1,087,412)</td>
</tr>
</tbody>
</table>
1. **SIGNIFICANT ACCOUNTING POLICIES**

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

   (a) **Basis of Accounting**
   
   This statement has been prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

   (b) **The Local Government Reporting Entity**
   
   All Funds through which the Council controls resources to carry on its functions have been included in this statement.

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

   All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

   (c) **Rounding Off Figures**
   
   All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

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

   (e) **Goods and Services Tax**
   
   In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

   (f) **Fixed Assets**
   
   Property, plant and equipment and infrastructure assets are brought to account at cost or fair value less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

   (g) **Depreciation of Non-Current Assets**
   
   All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.
1. SIGNIFICANT ACCOUNTING POLICIES (Continued)
Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Depreciation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings</td>
<td>40 to 50 years</td>
</tr>
<tr>
<td>Furniture and Equipment</td>
<td>5 to 12 years</td>
</tr>
<tr>
<td>Plant and Equipment</td>
<td>5 to 15 years</td>
</tr>
<tr>
<td>Sealed roads and streets clearing and earthworks</td>
<td>not depreciated</td>
</tr>
<tr>
<td>construction/road base</td>
<td>50 years</td>
</tr>
<tr>
<td>original surfacing and major re-surfacing</td>
<td>12 years</td>
</tr>
<tr>
<td>- bituminous seals</td>
<td>12 years</td>
</tr>
<tr>
<td>- asphalt surfaces</td>
<td>20 years</td>
</tr>
<tr>
<td>Gravel roads</td>
<td>not depreciated</td>
</tr>
<tr>
<td>clearing and earthworks</td>
<td></td>
</tr>
<tr>
<td>construction/road base</td>
<td>50 years</td>
</tr>
<tr>
<td>gravel sheet</td>
<td>7 years</td>
</tr>
<tr>
<td>Formed roads (unsealed) clearing and earthworks</td>
<td>not depreciated</td>
</tr>
<tr>
<td>construction/road base</td>
<td>50 years</td>
</tr>
<tr>
<td>Footpaths - slab</td>
<td>20 years</td>
</tr>
<tr>
<td>Sewerage piping</td>
<td>75 years</td>
</tr>
<tr>
<td>Water supply piping &amp; drainage systems</td>
<td>75 years</td>
</tr>
</tbody>
</table>

(h) Adoption of Australian Equivalents to International Financial Reporting Standards (AIFRSs)

For reporting periods commencing on or after 1 January 2005, the Shire will be required to prepare its annual financial report using Australian equivalents to International Financial Reporting Standards and their related pronouncements (AIFRs) as issued by the Australian Accounting Standards Board (AASB).

As the AASB has prohibited the early adoption of the AIFRSs, the Shire will report for the first time in compliance with AIFRSs in the annual financial report for the year ended 30 June 2006 the year commencing 1 July 2005 or this current budget year).

The Shire is required to prepare an opening balance sheet in accordance with AIFRSs as at 1 July 2004. Most adjustments required on transition to AIFRSs will be made retrospectively Against opening retained earnings on 1 July 2004 in accordance with AIFRSs. Transitional Adjustments relating to those standards for which comparatives are not required will only be made with effect from 1 July 2005.
1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

The transition to the AIFRSs has being managed via a process of education which includes technical training and liaison with the Shire's auditors and industry groups. This has included a review of AIFRSs to determine the effect on the Shire's existing accounting policies and treatments.

The annual financial report for the year ended 30 June 2005 will be prepared in accordance with Australian Accounting Standards and other financial reporting requirements (Australian GAAP). The differences between Australian GAAP and AIFRSs identified to date as potentially having significant effect on the Shire are not considered to have an impact on the budget for the year ended 30 June 2006 due to the following factors:

- underlying budget is cash driven and is concerned with forecast sources and applications of funds; and
- a review has determined balances relating to the net current asset position brought forward as at 1 July 2005 are not likely to be affected.
2. **STATEMENT OF OBJECTIVE**

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

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

**GOVERNANCE**
Administration and operation of facilities and services to members of Council. Includes all costs associated with elected members along with the allocation of expenses for the Chief Executive Officer and staff in the administration of Council.

**GENERAL PURPOSE FUNDING**
Include rate revenue, general purpose grants, interest revenue and expenditure.

**LAW, ORDER, PUBLIC SAFETY**
Supervision of various local laws, fire prevention, emergency services and animal control. As of the 2003/04 financial year Council is responsible for the collection of the Emergency Services Levy on behalf of FESA.

**HEALTH**
Food quality and pest control, immunisation services, operation of Health Clinic and general health administration.

**EDUCATION AND WELFARE**
Operation of Senior Citizens centre and Independent Care Units. Assistance to playgroups and other voluntary services.

**HOUSING**
Maintenance of non administrative staff and rental housing. Previously reported under Other Property and Services.

**COMMUNITY AMENITIES**
Rubbish Collection Services, operation of refuse site, administration of the Town Planning Scheme, maintenance of cemeteries and public conveniences. The budget includes the rehabilitation of the River Road refuse site.

**RECREATION AND CULTURE**
Maintenance of the Town Hall, Swimming Pool, Recreation reserve and associated facilities. Library operations and general maintenance of all parks and reserves.

**TRANSPORT**
Construction and maintenance of streets, roads and bridges. Cleaning and lighting of streets, and depot maintenance.

**ECONOMIC SERVICES**
Operation of the Caravan Park. Promotion of tourism and business and provision of building services.

**OTHER PROPERTY & SERVICES**
Private works operations, plant repairs and works overheads.
### 3. ACQUISITION OF ASSETS

The following assets have been acquired during the period under review:

<table>
<thead>
<tr>
<th>By Program</th>
<th>August 09 2009 Y-T-D Actual $</th>
<th>2009/2010 Budget $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance</td>
<td>19,632</td>
<td>319,990</td>
</tr>
<tr>
<td>General Purpose Funding</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Law, Order, Public Safety</td>
<td>0</td>
<td>40,106</td>
</tr>
<tr>
<td>Health</td>
<td>34,173</td>
<td>3,114,900</td>
</tr>
<tr>
<td>Education and Welfare</td>
<td>10,194</td>
<td>1,501,862</td>
</tr>
<tr>
<td>Housing</td>
<td>145,341</td>
<td>708,780</td>
</tr>
<tr>
<td>Community Amenities</td>
<td>12,308</td>
<td>309,000</td>
</tr>
<tr>
<td>Recreation and Culture</td>
<td>1,331</td>
<td>838,345</td>
</tr>
<tr>
<td>Transport</td>
<td>544,773</td>
<td>3,156,460</td>
</tr>
<tr>
<td>Economic Services</td>
<td>0</td>
<td>11,800</td>
</tr>
<tr>
<td>Other Property and Services</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>767,753</strong></td>
<td><strong>10,001,243</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By Class</th>
<th>August 09 2009 Y-T-D Actual $</th>
<th>2009/2010 Budget $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Held for Resale</td>
<td>542,282</td>
<td>1,700,000</td>
</tr>
<tr>
<td>Land and Buildings</td>
<td>191,370</td>
<td>5,911,160</td>
</tr>
<tr>
<td>Infrastructure Assets - Roads</td>
<td>2,491</td>
<td>1,606,975</td>
</tr>
<tr>
<td>Plant and Equipment</td>
<td>31,610</td>
<td>614,605</td>
</tr>
<tr>
<td>Furniture and Equipment</td>
<td>0</td>
<td>168,503</td>
</tr>
<tr>
<td></td>
<td><strong>767,753</strong></td>
<td><strong>10,001,243</strong></td>
</tr>
</tbody>
</table>
4. **DISPOSALS OF ASSETS**

No assets have been disposed of during the period under review.

<table>
<thead>
<tr>
<th>By Program</th>
<th>Net Book Value August 09 2009 Actual $</th>
<th>Sale Proceeds August 09 2009 Actual $</th>
<th>Profit(Loss) August 09 2009 Actual $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holden Captiva BT10</td>
<td>28,784</td>
<td>27,741</td>
<td>1,043</td>
</tr>
<tr>
<td>Transport</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28,784</td>
<td>27,741</td>
<td>1,043</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By Class</th>
<th>Net Book Value August 09 2009 Actual $</th>
<th>Sale Proceeds August 09 2009 Actual $</th>
<th>Profit(Loss) August 09 2009 Actual $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holden Captiva BT10</td>
<td>28,784</td>
<td>27,741</td>
<td>1,043</td>
</tr>
<tr>
<td>Furniture &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land held for Resale</td>
<td>28,784</td>
<td>27,741</td>
<td>1,043</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th></th>
<th>Actual $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit on Asset Disposals</td>
<td>0</td>
</tr>
<tr>
<td>Loss on Asset Disposals</td>
<td>1,043</td>
</tr>
<tr>
<td></td>
<td>1,043</td>
</tr>
</tbody>
</table>
## 5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>83 Doctor's Residence</td>
<td>117,526</td>
<td></td>
<td></td>
<td>2,931</td>
<td>5,958</td>
<td>114,595</td>
<td>111,568</td>
<td>3860.72</td>
<td>7,625</td>
</tr>
<tr>
<td>90 Dr Car and Surgery</td>
<td>12,263</td>
<td></td>
<td></td>
<td>6,046</td>
<td>12,263</td>
<td>6,217</td>
<td>12,263</td>
<td>363</td>
<td>555</td>
</tr>
<tr>
<td>96 New Medical Centre</td>
<td>0</td>
<td></td>
<td>500,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Education &amp; Welfare</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>98 Aged Care Community Centre</td>
<td></td>
<td></td>
<td>380,000</td>
<td>0</td>
<td>0</td>
<td>380,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>99 Aged Care Housing Develop</td>
<td></td>
<td></td>
<td>220,000</td>
<td>0</td>
<td>220,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Housing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>77 Johnstone Street</td>
<td>29,830</td>
<td></td>
<td></td>
<td>6,743</td>
<td>29,830</td>
<td>23,087</td>
<td>1,873</td>
<td>1,873</td>
<td></td>
</tr>
<tr>
<td>91 Executive Residence</td>
<td>228,576</td>
<td></td>
<td></td>
<td>26,876</td>
<td>228,576</td>
<td>201,700</td>
<td>14,222</td>
<td>14,222</td>
<td></td>
</tr>
<tr>
<td>94 House - Pecan Place</td>
<td>0</td>
<td></td>
<td>291,727</td>
<td>0</td>
<td>0</td>
<td>291,727</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>97 House - Hill Street</td>
<td>0</td>
<td></td>
<td>291,685</td>
<td>0</td>
<td>291,685</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Community Amenities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>81 Refuse Site</td>
<td>45,708</td>
<td></td>
<td></td>
<td>6,253</td>
<td>45,708</td>
<td>39,455</td>
<td>3,406</td>
<td>3,406</td>
<td></td>
</tr>
<tr>
<td><strong>Recreation &amp; Culture</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95 Bowling Club Rink</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Transport

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>92 Vacant Block Bannister Rd</td>
<td>197,307</td>
<td>197,307</td>
<td>19,376</td>
<td>0</td>
<td>177,931</td>
<td>12,993</td>
</tr>
<tr>
<td>85 Purchase of Grader</td>
<td>55,822</td>
<td>55,822</td>
<td>12,853</td>
<td>55,822</td>
<td>42,969</td>
<td>2,864</td>
</tr>
<tr>
<td>86 Purchase of Tractor</td>
<td>22,905</td>
<td>22,905</td>
<td>5,259</td>
<td>22,905</td>
<td>17,646</td>
<td>1,217</td>
</tr>
<tr>
<td>87 Purchase of Grader</td>
<td>46,795</td>
<td>46,795</td>
<td>9,279</td>
<td>46,795</td>
<td>37,516</td>
<td>2,862</td>
</tr>
<tr>
<td>89 Purchase of 6 x 4 Truck</td>
<td>59,919</td>
<td>4,258</td>
<td>8,638</td>
<td>55,661</td>
<td>51,281</td>
<td>1,733</td>
</tr>
<tr>
<td>93 Purchase Loader</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>816,651</td>
<td>1,683,412</td>
<td>13,235</td>
<td>113,498</td>
<td>803,416</td>
<td>2,398,828</td>
</tr>
</tbody>
</table>

Debenture 95 is self supporting and is fully funded by the Boddington Bowling Club.

All other debenture repayments are financed by general purpose income.
INFORMATION ON BORROWINGS
5.(Continued)

(b) New Debentures - 2009/10

<table>
<thead>
<tr>
<th>Particulars/Purpose</th>
<th>Amount Borrowed</th>
<th>Institution</th>
<th>Loan Type</th>
<th>Term (Years)</th>
<th>Total Interest &amp; Charges</th>
<th>Interest Rate</th>
<th>Amount Used</th>
<th>Balance Unspent</th>
</tr>
</thead>
<tbody>
<tr>
<td>94 House</td>
<td>291,727</td>
<td>Treasury</td>
<td>Fixed</td>
<td>20</td>
<td>235,240</td>
<td>6.62%</td>
<td>300,000</td>
<td>0</td>
</tr>
<tr>
<td>96 New Medical Centre</td>
<td>500,000</td>
<td>Treasury</td>
<td>Fixed</td>
<td>15</td>
<td>284,490</td>
<td>6.51%</td>
<td>500,000</td>
<td>0</td>
</tr>
<tr>
<td>97 House</td>
<td>291,685</td>
<td>Treasury</td>
<td>Fixed</td>
<td>20</td>
<td>235,200</td>
<td>6.62%</td>
<td>291,685</td>
<td>0</td>
</tr>
<tr>
<td>98 Aged Care Community Centre</td>
<td>380,000</td>
<td>Treasury</td>
<td>Fixed</td>
<td>15</td>
<td>216,210</td>
<td>6.51%</td>
<td>380,000</td>
<td>0</td>
</tr>
<tr>
<td>99 Aged Care Housing</td>
<td>220,000</td>
<td>Treasury</td>
<td>Fixed</td>
<td>15</td>
<td>125,715</td>
<td>6.51%</td>
<td>220,000</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>1,790,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,790,000</td>
</tr>
</tbody>
</table>

(c) Unspent Debentures
Council had no unspent debenture funds as at 30th June 2009 nor is it expected to have unspent debenture funds as at 30th June 2010.

(d) Overdraft
Council may require the use of an overdraft facility during the financial year of up to $500,000 with the National Australia Bank.
**SHIRE OF BODDINGTON**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009**

<table>
<thead>
<tr>
<th></th>
<th>August 09 2009</th>
<th>2009/2010 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual $</td>
<td>$</td>
</tr>
<tr>
<td>RESERVES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Backed Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Leave Reserve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td>137,406</td>
<td>137,397</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>663</td>
<td>15,054</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>138,069</td>
<td>152,451</td>
</tr>
<tr>
<td>(b) Plant Reserve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td>104,367</td>
<td>104,349</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>504</td>
<td>3,838</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>(5,500)</td>
<td>104,871</td>
</tr>
<tr>
<td></td>
<td>104,871</td>
<td>102,687</td>
</tr>
<tr>
<td>(c) Building Reserve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td>140,483</td>
<td>158,423</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>678</td>
<td>5,829</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>141,161</td>
<td>164,252</td>
</tr>
<tr>
<td>(d) Local Organisation Assistance</td>
<td>25,917</td>
<td>25,914</td>
</tr>
<tr>
<td>Opening Balance</td>
<td>25,917</td>
<td>25,914</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>125</td>
<td>3,704</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>26,042</td>
<td>29,618</td>
</tr>
<tr>
<td>(e) Aged Housing reserve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Balance</td>
<td>32,171</td>
<td>32,167</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>155</td>
<td>1,184</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>32,326</td>
<td>33,351</td>
</tr>
</tbody>
</table>

---

Minutes of the Ordinary Meeting of the Shire of Boddington held on  
Tuesday 22nd September 2009  
Page 40
6. RESERVES (Continued)

(f) **LIA Development Reserve**
- Opening Balance: 17,964
- Amount Set Aside / Transfer to Reserve: 87
- Amount Used / Transfer from Reserve: 18,051

(g) **Refuse Site Reserve**
- Opening Balance: 54,195
- Amount Set Aside / Transfer to Reserve: 262
- Amount Used / Transfer from Reserve: 54,457

(h) **District High School Resource Sharing Reserve**
- Opening Balance: 20,303
- Amount Set Aside / Transfer to Reserve: 98
- Amount Used / Transfer from Reserve: 20,401

(i) **Boddington Centenary Celebrations**
- Opening Balance: 12,191
- Amount Set Aside / Transfer to Reserve: 59
- Amount Used / Transfer from Reserve: 12,250

(j) **Boddington Gold Mine Expansion Reserve**
- Opening Balance: 330,159
- Amount Set Aside / Transfer to Reserve: 1,594
- Amount Used / Transfer from Reserve: 331,753

(k) **Medical Centre Reserve**
- Opening Balance: 575,019
- Amount Set Aside / Transfer to Reserve: 2,776
- Amount Used / Transfer from Reserve: 577,795

(l) **Child Care Reserve**
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Balance</td>
<td>41,881</td>
<td>41,876</td>
</tr>
<tr>
<td>Amount Set Aside / Transfer to Reserve</td>
<td>201</td>
<td>1,541</td>
</tr>
<tr>
<td>Amount Used / Transfer from Reserve</td>
<td>0</td>
<td>(43,417)</td>
</tr>
<tr>
<td><strong>Total Cash Backed Reserves</strong></td>
<td>1,499,257</td>
<td>954,228</td>
</tr>
</tbody>
</table>
6. RESERVES (Continued)

Summary of Transfers
To Cash Backed Reserves

<table>
<thead>
<tr>
<th>Transfers to Reserves</th>
<th>2009 Actual</th>
<th>2009/2010 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leave Reserve</td>
<td>663</td>
<td>15,054</td>
</tr>
<tr>
<td>Plant Replacement Reserve</td>
<td>504</td>
<td>3,838</td>
</tr>
<tr>
<td>Building Reserve</td>
<td>678</td>
<td>5,829</td>
</tr>
<tr>
<td>Local organisation Assistance</td>
<td>125</td>
<td>3,704</td>
</tr>
<tr>
<td>Aged Housing reserve</td>
<td>155</td>
<td>1,184</td>
</tr>
<tr>
<td>LIA Development Reserve</td>
<td>87</td>
<td></td>
</tr>
<tr>
<td>Refuse Site Reserve</td>
<td>262</td>
<td>1,993</td>
</tr>
<tr>
<td>District High School Resource Sharing Reserve</td>
<td>98</td>
<td>1,183</td>
</tr>
<tr>
<td>Boddington Centenary Celebrations</td>
<td>59</td>
<td>3,448</td>
</tr>
<tr>
<td>Boddington Gold Mine Expansion Reserve</td>
<td>1,594</td>
<td>12,144</td>
</tr>
<tr>
<td>Medical Centre Reserve</td>
<td>2,776</td>
<td>21,267</td>
</tr>
<tr>
<td>Child Care Reserve</td>
<td>201</td>
<td>1,541</td>
</tr>
<tr>
<td></td>
<td>7,201</td>
<td>71,185</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfers from Reserves</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Leave Reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Plant Reserve</td>
<td>0</td>
<td>(5,500)</td>
</tr>
<tr>
<td>Building Reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Local organisation Assistance</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Aged Housing reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Refuse Site Reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>District High School Resource Sharing Reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Boddington Centenary Celebrations</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Boddington Gold Mine Expansion Reserve</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Medical Centre Reserve</td>
<td>0</td>
<td>(563,098)</td>
</tr>
<tr>
<td>Child Care Reserve</td>
<td>0</td>
<td>(43,417)</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>(612,015)</td>
</tr>
</tbody>
</table>

Total Transfer to/(from) Reserves                          | 7,201       | (540,830)        |
6. RESERVES (Continued)

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

(a) Long Service Leave Reserve  
   - Funding of employee’s Long Service Leave entitlements.

(b) Plant Replacement Reserve  
   - Purchase of new or secondhand plant & equipment.

(c) Building Reserve  
   - to help fund capital expenditure of buildings.

(d) Local Organisations Assistance Reserve  
   - Funding of local organisations projects as per Council policy.

(e) Aged Housing Reserve  
   - Funding of future aged housing developments.

(f) Refuse Site Reserve  
   - All surplus income over expenditure for Sanitation at the end of each financial year is transferred to this reserve and is used for the establishment and operation of the new refuse site.

(g) BDH Resource Sharing Reserve  
   - Council has entered a resource sharing agreement with the Education Department in relation to the usage of Shire recreational facilities by the Boddington District High School (BDH). The agreement entails the transfer of a depreciation based calculation to reserve each year for the ongoing maintenance and reconstruction of the resources shared.

(h) Boddington Centenary Celebrations  
   - funds set aside annually to provide for a Shire contribution to events or projects designed to celebrate the centenary of Boddington in 2012.

All reserves except those specifically mentioned above are not expected to be used within a set period as further transfers to the reserve accounts are expected as funds are utilised.

(i) Boddington Gold Mine Expansion Reserve  
   - funding has been received from the Department of Infrastructure and Resources and Council has put aside funds to assist with costs directly incurred as a result of the Boddington Gold Mine Expansion.
SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009

7. NET CURRENT ASSETS

Composition of Estimated Net Current Asset Position

<table>
<thead>
<tr>
<th>CURRENT ASSETS</th>
<th>August 09 2009 Actual</th>
<th>Brought Forward 01-Jul</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Restricted</td>
<td>120,682</td>
<td>584,838</td>
</tr>
<tr>
<td>Cash - UnRestricted</td>
<td>250,114</td>
<td>397,728</td>
</tr>
<tr>
<td>Reserves</td>
<td>1,499,257</td>
<td>1,492,056</td>
</tr>
<tr>
<td>Receivables</td>
<td>1,963,661</td>
<td>657,227</td>
</tr>
<tr>
<td>Inventories</td>
<td>1,353</td>
<td>1,353</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,835,067</strong></td>
<td><strong>3,133,202</strong></td>
</tr>
</tbody>
</table>

| LESS: CURRENT LIABILITIES                          |                       |                        |
| Creditors and Provisions                           | (23,022)              | (252,688)              |
| **Total**                                           | **3,812,045**         | **2,880,514**          |

| Less: Cash - Reserves                               | (1,499,257)           | (1,492,056)            |
| **NET CURRENT ASSET POSITION**                      | **2,312,788**         | **1,388,458**          |
## SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009

### 8. RATING INFORMATION

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Differential General Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRV - Urban</td>
<td>5.716500</td>
<td>330</td>
<td>12,673,414</td>
<td>631,166</td>
<td>1,403,637</td>
<td></td>
<td>618,773</td>
<td>2,034,803</td>
</tr>
<tr>
<td>UV - Rural &amp; Mining</td>
<td>0.003876</td>
<td>330</td>
<td>187,038,085</td>
<td>659,292</td>
<td>5,000</td>
<td></td>
<td>664,292</td>
<td>664,292</td>
</tr>
<tr>
<td><strong>Sub-Totals</strong></td>
<td></td>
<td><strong>660</strong></td>
<td><strong>199,711,499</strong></td>
<td><strong>1,290,458</strong></td>
<td><strong>1,408,637</strong></td>
<td><strong>0</strong></td>
<td><strong>1,283,065</strong></td>
<td><strong>2,699,095</strong></td>
</tr>
<tr>
<td>Minimum Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV - Rural &amp; Mining</td>
<td>723</td>
<td>204</td>
<td>147,492</td>
<td>147,492</td>
<td>147,492</td>
<td>147,492</td>
<td>147,492</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Totals</strong></td>
<td></td>
<td><strong>412</strong></td>
<td><strong>0</strong></td>
<td><strong>295,588</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>295,588</strong></td>
<td><strong>2,994,683</strong></td>
</tr>
<tr>
<td>Specified Area Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Refer note 9)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,578,653</td>
</tr>
<tr>
<td>Discounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(20,248)</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,558,405</strong></td>
</tr>
</tbody>
</table>

All land except exempt land in the Shire of Boddington is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2008/09 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.
SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2009 TO 31 AUGUST 2009

9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

<table>
<thead>
<tr>
<th>Detail</th>
<th>Balance 01-Jul</th>
<th>Amounts Received</th>
<th>Amounts Paid</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds - Sub-divisions</td>
<td>73,397</td>
<td>14,000</td>
<td></td>
<td>87,397</td>
</tr>
<tr>
<td>Bonds - Standpipes</td>
<td>150</td>
<td></td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>Bonds - Other</td>
<td>5,588</td>
<td>300</td>
<td></td>
<td>5,288</td>
</tr>
<tr>
<td>Bonds - I C Units</td>
<td>736</td>
<td></td>
<td></td>
<td>736</td>
</tr>
<tr>
<td>Kerb Deposits</td>
<td>24,853</td>
<td>2,000</td>
<td></td>
<td>26,853</td>
</tr>
<tr>
<td>Boddington Dev Group</td>
<td>502</td>
<td></td>
<td></td>
<td>502</td>
</tr>
<tr>
<td>Nomination Deposits</td>
<td>400</td>
<td></td>
<td></td>
<td>400</td>
</tr>
<tr>
<td>Public Open Space</td>
<td>299,947</td>
<td></td>
<td></td>
<td>299,947</td>
</tr>
<tr>
<td>BCTIF Levy</td>
<td>410</td>
<td>2,509</td>
<td></td>
<td>2,919</td>
</tr>
<tr>
<td>BRB Levy</td>
<td>236</td>
<td>399</td>
<td>236</td>
<td>399</td>
</tr>
<tr>
<td>Police Licensing</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>406,219</strong></td>
<td><strong>424,592</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. **NOTES TO THE STATEMENT OF CASH FLOWS**

(a) **Reconciliation of Cash**

For the purposes of the statement of cash flows, cash includes cash on hand and in banks and investments, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

<table>
<thead>
<tr>
<th>August 09</th>
<th>2009</th>
<th>2009/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y-T-D Actual</td>
<td>$</td>
<td>Budget</td>
</tr>
<tr>
<td>Cash - Unrestricted</td>
<td>250,114</td>
<td>100,000</td>
</tr>
<tr>
<td>Cash - Restricted</td>
<td>1,619,940</td>
<td>461,808</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,870,053</strong></td>
<td><strong>561,808</strong></td>
</tr>
</tbody>
</table>

The following restrictions have been imposed by regulation or other externally imposed requirements:

<table>
<thead>
<tr>
<th>Description</th>
<th>2009</th>
<th>2009/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leave Reserve</td>
<td>138,069</td>
<td>152,451</td>
</tr>
<tr>
<td>Plant Replacement Reserve</td>
<td>104,871</td>
<td>102,687</td>
</tr>
<tr>
<td>Building Reserve</td>
<td>141,161</td>
<td>164,252</td>
</tr>
<tr>
<td>Local organisation Assistance</td>
<td>26,042</td>
<td>29,618</td>
</tr>
<tr>
<td>Aged Housing reserve</td>
<td>32,326</td>
<td>33,351</td>
</tr>
<tr>
<td>LIA Development Reserve</td>
<td>18,051</td>
<td>17,916</td>
</tr>
<tr>
<td>Refuse Site Reserve</td>
<td>54,457</td>
<td>56,182</td>
</tr>
<tr>
<td>District High School Resource Sharing Reserve</td>
<td>20,401</td>
<td>21,485</td>
</tr>
<tr>
<td>Boddington Centenary Celebrations</td>
<td>12,250</td>
<td>15,639</td>
</tr>
<tr>
<td>Boddington Gold Mine Expansion Reserve</td>
<td>331,753</td>
<td>342,262</td>
</tr>
<tr>
<td>Medical Centre Reserve</td>
<td>577,795</td>
<td>0</td>
</tr>
<tr>
<td>Child Care Reserve</td>
<td>42,082</td>
<td>1,865</td>
</tr>
<tr>
<td>Restricted Cash</td>
<td>120,682</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,619,939</strong></td>
<td><strong>937,708</strong></td>
</tr>
</tbody>
</table>

(b) **Reconciliation of Net Cash Provided By Operating Activities to Net Result**

<table>
<thead>
<tr>
<th>Description</th>
<th>2009</th>
<th>2009/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Result</td>
<td>1,560,463</td>
<td>5,267,874</td>
</tr>
<tr>
<td>Amortisation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>148,740</td>
<td>791,327</td>
</tr>
<tr>
<td>(Profit)/Loss on Sale of Asset</td>
<td>1,043</td>
<td>(6,862)</td>
</tr>
<tr>
<td>(Increase)/Decrease in Receivables</td>
<td>(1,319,692)</td>
<td>104,592</td>
</tr>
<tr>
<td>Increase/(Decrease) in Payables</td>
<td>(204,741)</td>
<td>54,600</td>
</tr>
<tr>
<td>Increase/(Decrease) in Employee Provisions</td>
<td></td>
<td>(10,000)</td>
</tr>
<tr>
<td>Increase/Decrease in GST</td>
<td>(37,135)</td>
<td>15,000</td>
</tr>
<tr>
<td>Grants/Contributions for the Development of Assets</td>
<td>(358,640)</td>
<td>(5,685,783)</td>
</tr>
<tr>
<td><strong>Net Cash from Operating Activities</strong></td>
<td><strong>(209,962)</strong></td>
<td><strong>530,748</strong></td>
</tr>
</tbody>
</table>
(c) **Credit Standby Arrangements**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Overdraft limit</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Bank Overdraft at Balance Date</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Amount of Credit Unused</strong></td>
<td>500,000</td>
<td>500,000</td>
</tr>
</tbody>
</table>
# Financial Ratios

<table>
<thead>
<tr>
<th>Ratio</th>
<th>August 2009</th>
<th>July 2009</th>
<th>2008/09</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Ratio</strong></td>
<td>16.743</td>
<td>6.527</td>
<td>2.988</td>
</tr>
<tr>
<td><strong>Untied Cash to Unpaid Trade Creditors Ratio</strong></td>
<td>779.171</td>
<td>0.239</td>
<td>2.019</td>
</tr>
<tr>
<td><strong>Debt Ratio</strong></td>
<td>0.052</td>
<td>0.062</td>
<td>0.072</td>
</tr>
<tr>
<td><strong>Debt Service Ratio</strong></td>
<td>0.010</td>
<td>0.007</td>
<td>0.089</td>
</tr>
<tr>
<td><strong>Gross Debt to Revenue Ratio</strong></td>
<td>0.428</td>
<td>0.451</td>
<td>0.191</td>
</tr>
<tr>
<td><strong>Gross Debt to Economically Realisable Assets Ratio</strong></td>
<td>0.069</td>
<td>0.069</td>
<td>0.080</td>
</tr>
<tr>
<td><strong>Rate Coverage Ratio</strong></td>
<td>0.238</td>
<td>0.241</td>
<td>0.237</td>
</tr>
<tr>
<td><strong>Outstanding Rates Ratio</strong></td>
<td>0.805</td>
<td>1.072</td>
<td>0.028</td>
</tr>
</tbody>
</table>

The above ratios are calculated as follows:

- **Current Ratio**: \(\frac{\text{current assets} - \text{restricted current assets}}{\text{current liabilities} - \text{liabilities associated with restricted assets}}\)

- **Untied Cash to Unpaid Trade Creditors Ratio**: \(\frac{\text{untied cash}}{\text{unpaid trade creditors}}\)

- **Debt Ratio**: \(\frac{\text{total liabilities}}{\text{total assets}}\)

- **Debt Service Ratio**: \(\frac{\text{debt service cost}}{\text{available operating revenue}}\)

- **Gross Debt to Revenue Ratio**: \(\frac{\text{Gross debt}}{\text{total revenue}}\)

- **Gross Debt to…**: \(\frac{\text{gross debt}}{\text{…}}\)
<table>
<thead>
<tr>
<th>Financial Ratio</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economically Realisable Assets Ratio</td>
<td>economically realisable assets</td>
</tr>
<tr>
<td>Rate Coverage Ratio</td>
<td>net rate revenue / operating revenue</td>
</tr>
<tr>
<td>Outstanding Rates Ratio</td>
<td>rates outstanding / rates collectable</td>
</tr>
</tbody>
</table>
## SUMMARY OF RECONCILIATIONS 31ST AUGUST 2009

<table>
<thead>
<tr>
<th>CASH</th>
<th>Aug-09</th>
<th>Jul-09</th>
<th>08/09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Municipal Account</td>
<td>357,471.07</td>
<td>219,610.49</td>
<td>922,690.00</td>
</tr>
<tr>
<td>Balance Cash Management</td>
<td>10,234.24</td>
<td>410,077.06</td>
<td>409,034.87</td>
</tr>
<tr>
<td>Balance Restricted Funds</td>
<td>120,682.18</td>
<td>584,838.27</td>
<td>584,838.27</td>
</tr>
<tr>
<td>Balance Trust Account</td>
<td>424,714.42</td>
<td>406,219.83</td>
<td>419,431.92</td>
</tr>
<tr>
<td>Balance Reserve Account</td>
<td>$1,499,257.41</td>
<td>$1,495,447.10</td>
<td>$1,492,055.23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBTORS</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>668,186.37</td>
<td>257,177.74</td>
<td>600,329.68</td>
</tr>
<tr>
<td>60 DAYS</td>
<td>178,961.77</td>
<td>2,031.99</td>
<td>580.85</td>
</tr>
<tr>
<td>90 DAYS</td>
<td>$12,079.13</td>
<td>$10,087.14</td>
<td>$9,547.14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RATES</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>1,301,282.04</td>
<td>1,760,155.49</td>
<td>35,968.71</td>
</tr>
<tr>
<td>1 YEAR</td>
<td>19,456.95</td>
<td>27,011.81</td>
<td>28,541.90</td>
</tr>
<tr>
<td>2 YEAR</td>
<td>1,238.60</td>
<td>1,238.60</td>
<td>1,227.37</td>
</tr>
<tr>
<td>3 YEAR</td>
<td>$4,946.61</td>
<td>$4,946.61</td>
<td>$4,983.03</td>
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</table>

<table>
<thead>
<tr>
<th>CREDITORS</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$321.12</td>
<td>$218,814.75</td>
<td>$202,527.41</td>
</tr>
</tbody>
</table>
### LIST OF PAYMENTS AUGUST 2009

<table>
<thead>
<tr>
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## LIST OF PAYMENTS AUGUST 2009

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8.5.2 Lease – Boddington Old School Inc.

File Ref. No: ADM420
Disclosure of Interest: Elizabeth Hoek
Date: 14th September 2009
Author: Carmel Martin
Attachment 8.5.2A Draft Lease – Boddington Old School Inc

Summary

Council is to consider authorising use of the Common Seal and execution of the Lease between the Shire of Boddington and Boddington Old School Inc at Reserve 17428 located on the corner of Wuraming Avenue and Bannister Road, Boddington.

Background

The original Lease of the Old School was for a two year period ending 30 June 2005.

1.5 Council resolved at its meeting on 19th April, 2005 as follows:

1.6 Council Resolution No. 49/05 Moved Cr Flaherty

That Council:

a) agrees to extend the lease of the Old School Complex to the Boddington Old School Inc. for a five year period, expiring 31st May 2010, with a further review required to extend the period past this expiration date,

b) agrees to include the three recommendations from the Peel Development Commission in the lease document. These recommendations are:

i. That an audited financial statement as part of the Boddington Old School Inc. annual report be formally submitted to the Shire of Boddington Council and this requirement be included in any future lease arrangement between the Shire and the BOS Inc.

ii. That monthly minutes and updated financial statements of BOS Inc, Committee meetings be submitted to Council to supplement the monthly statement of Council expenditure for utilities, ground maintenance, insurance and rubbish collection, and

iii. That the submission of the BOS Management Committee’s annual audited report and submission of monthly Management Committee minutes and quarterly financial updates replace the requirement of a half-yearly progress report to Council.

c) agrees to continue assuming responsibility from 2005/2006 until 2009/2010, inclusive for:

- building insurance
- water and sewage rates
- water consumption
- mowing and fertilising of oval lawns

provided the total cost does not exceed $10,500 per annum for the five year period.

Seconded Cr Batt Carried 5/1

Reason for Difference between Recommendation & Resolution: Council did not wish to include an option of five years in the lease agreement, nor did it wish to continue contributing towards building maintenance, rubbish collection, power, gas bullet hire and gas consumption over the next five years. Council also reduced the annual allocation for building insurance, water and sewage rates, water consumption and lawn/oval fertilizing and mowing to $10,500 from the $11,000 recommended. Council’s commitment for the initial two year period had been $20,000 per annum.

The lease prepared as a result of Resolution 49/05 did not contain a clause requiring the Minister’s approval and is not valid. A variation to the lease was prepared by the lawyers.
Lewis & Blyth and provided to the Minister. The Minister would not endorse the lease or the variation as it had a retrospective date.

After these events new lawyers were appointed on two separate occasions to prepare a new lease.

Comment

The Boddington Old School and Council has been operating since 2005 on an understanding.

The new Lease will be effective as from 1st July 2009 to 30th June 2010. A two year option to 30th June 2012 has been provided for as was done in the disallowed lease prepared by Lewis & Blyth.

The lease will require endorsement by the Minister for Lands who has seen the draft Lease and endorsed in principal.

The Lease is attached at 8.5.2A and the main parts of the Lease are mentioned below.

<table>
<thead>
<tr>
<th>Clause / Section</th>
<th>Meaning or Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 1.4</td>
<td>Approval of the Lease is required by the Minister.</td>
</tr>
<tr>
<td>Clause 3</td>
<td>Gives the Lessor the right to enter the premises or grant easements.</td>
</tr>
<tr>
<td>Clause 4</td>
<td>Rent of $1 per year is payable.</td>
</tr>
<tr>
<td>Clause 5</td>
<td>Outgoings payable on demand in excess of $10,500 excluding gst (Schedule 1 – Clause 11)</td>
</tr>
<tr>
<td>Clause 6</td>
<td>The authorised purpose of the premises and facilities is community use.</td>
</tr>
<tr>
<td>Clause 7</td>
<td>The Lessee is required to securely lock the premises.</td>
</tr>
<tr>
<td>Clause 9</td>
<td>Lessee shall maintain the premises and contents in good repair.</td>
</tr>
<tr>
<td>Clause 10 &amp; 11</td>
<td>Positive and Negative Covenants are outlined.</td>
</tr>
<tr>
<td>Clause 12</td>
<td>The Lessor shall maintain insurance over the building and contents, and the Lessee shall have insurance over their contents.</td>
</tr>
<tr>
<td>Clause 13</td>
<td>The Lessee shall indemnify the Lessor against any loss or damage that was incurred by the Lessee.</td>
</tr>
<tr>
<td>Clause 14</td>
<td>The Lessee shall not assign or sublease the premises without the consent of the Lessor or the Minister.</td>
</tr>
<tr>
<td>Clause 15</td>
<td>Details the requirements by the Lessor and Lessee if the premises or facility is damaged or destructed and if the Lessor wishes to resume the premises. Termination of the Lease is handled in this clause.</td>
</tr>
<tr>
<td>Clause 16</td>
<td>Limits the Lessor’s liability.</td>
</tr>
<tr>
<td>Clauses 17 &amp; 18</td>
<td>Details what will happen in the event of a default by the Lessee and the Lessor’s rights in the event of a default.</td>
</tr>
</tbody>
</table>
| Clause 19        | The Lessor may obtain damages in the event of a breach of essential
Clauses 4, 5, 6, 9, 12 and 14.

Clause 20
Outlines the responsibilities of both parties upon termination of the lease.

Clause 21
The Lessor can be appointed as Power of Attorney.

Clause 23
A further 2 year term from 1st July 2010 to 30th June 2012 is available if the Lessee notifies the Lessor not more than 12 months or less than 3 months prior to the expiration of the Lease of its intention to exercise this option.

Clause 24
The Lessor may remain in the premises on a month by month basis at the expiration of the Lease with the agreement of the Lessor.

Schedule 1 Clause 12
The Lessee to provide financial statements to the Lessor.

Consultation
Civic Legal prepared the proposed lease.

Statutory Environment
Land Administration Act

Section 18(7)(a), the prior Ministers consent in writing is required for all proposals to lease managed reserves.

Policy Implications – Nil

Financial Implications
The Lease Agreement requires Council to pay for annual expenses of the Boddington Old School up to $10,500 (excluding GST). Agreement to pay 50% costs of the Lease preparation by the Boddington Old School has been made due to the delays in effecting this Lease agreement.

Economic Implication - Nil

Social Implications
The Boddington Old School facility is well utilised by community groups and not for profit organisations and there are many beneficial social aspects for the Boddington community.

Environmental Considerations – Nil

Strategic Implications
The Boddington Old School area is mentioned in the Boddington Ranford Townsite Strategy that is currently still to be adopted by Council and could potentially have an effect on the site retaining its current use under the terms of the lease (with the option) to 30 June 2012.
Options

Council can approve the Officers Recommendation or not.

Voting Requirement

Simple Majority.

<table>
<thead>
<tr>
<th>OFFICER RECOMMENDATION – ITEM 8.5.3</th>
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<tbody>
<tr>
<td>Council Resolution</td>
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<tr>
<td>That Council authorise the Shire President and Chief Executive Officer to sign and use the Common Seal to execute the Lease between Shire of Boddington and Boddington Old School Inc. Included at Attachment 8.5.2.</td>
</tr>
<tr>
<td>Seconded</td>
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Mr Robertson and Mr Gordon left Council Chambers at 5:45pm.
LEASE
BODDINGTON OLD SCHOOL

SHIRE OF BODDINGTON
("Lessor")

AND

BODDINGTON OLD SCHOOL INC
("Lessee")
THIS DEED is made day of 2009

B E T W E E N

SHIRE OF BODDINGTON of 39 Bannister Road, Boddington, Western Australia (“Lessor”)

AND

BODDINGTON OLD SCHOOL INC of care of PO Box 60 Boddington, Western Australia (“Lessee”)

RECITALS:

A. The Lessor is the management body in respect of the Land.
B. Under Management Order H673966 the Lessor has the power to lease the Land subject to the approval of the Minister.
C. The Lessee has been in possession of the Leased Premises pursuant to an informal lease since on or about 1 July 2003.
D. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms of this Lease.
E. The Minister indicates its approval of this Lease by endorsing its consent hereon.

THE PARTIES COVENANT AND AGREE:

1. Definitions, Interpretation, Consents and Approvals

1.1 Definitions

Unless stated otherwise:

"Authorised Person" means an agent, employee, licensee, contractor or invitee of the Lessee;

"Authorised Use" means the use specified in item 5 of Schedule 1;

“Business Day” means a day not being a Saturday or Sunday or public holiday observed in Western Australia;

"Commencement Date" means the commencement date specified in item 6 of Schedule 1;

"Event of Default" means the events specified in clause 17 of this Lease;

"Facilities" means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;
"Final Period" means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

“Financial Year” means a year beginning on 1 July and ending on the following 30 June;

"First Period" means the period between the Commencement Date and the last day of the first Lease Year;

“Further Term” means that further term specified in Item 9 of Schedule 1;

“LAA” means the *Land Administration Act 1997*;

"Land" means the land described in item 3 of Schedule 1;

"Lease" means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;

“Leased Premises” means the premises described in item 4 of Schedule 1;

"Lease Year" means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

"Lessee’s Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

"Lessee’s Fixtures" means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor’s consent which is not re-classified as a Lessor’s Fixture in accordance with this Lease;

“Lessee’s Plans and Specifications” means all plans, specifications and working drawings in relation to the Lessee’s Initial Works and Lessee’s Works as prepared by or on behalf of the Lessee;

"Lessee’s Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;

"Lessee’s Rights" means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor’s Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee’s Operations from the Leased Premises;

"Lessor’s Fixtures" means the Lessor’s fixtures and fittings in the Leased Premises and any Lessee’s Fixtures which are re-classified by the Lessor as Lessor’s Fixtures in accordance with this Lease;

“Lessor’s Works” means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

"Maintain" means maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;
"Minister" means the Minister for Lands, a body corporate under section 7 of the LAA.

"Outgoings" has the meaning set out in item 11 of Schedule 1;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises;

"Primary Interest Holder" means, in relation to Crown land, the entity listed on a Crown Certificate of Title as the holder of a charge, Crown lease, easement, lease, mortgage, profit à prendre or other interest, including such interests as are lawfully granted or entered into by a management body but does not include —

(a) the care, control and management of a reserve, mall reserve or road;
(b) caveat;
(c) licence; or
(d) mining, petroleum or geothermal energy right;

"Property Condition Report" means the report as to the condition of the Leased Premises dated 1 July 2003 and the Property Condition Report Comparative Report signed 19 April 2005;

"Rate" means 6% per annum;

"Refurbish" includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and fittings and upgrading the Leased Premises generally;

"Relevant Authority" means any body or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or any part of the Land or Leased Premises are or will be connected;

"Rent" means the rent specified in item 8 of Schedule 1;

"Schedule" means a schedule to this Lease;

"Services" means electricity, gas, oil, fuel, water or other similar commodity, facility or service in or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

"Shire" means the Shire of Boddington acting in its capacity as local government;

"Term" means the term specified in item 7 of Schedule 1;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease; and

"Written Law" has the same meaning given to that term in the Interpretation Act 1984.

1.2 Interpretation
In this Lease:

(a) a reference to a person includes that person's executors, administrators, successors and assigns;
(b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
(c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally;
(d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
(e) unless repugnant to the context, a covenant by the Lessee to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

1.3 Performance of Functions by Minister

(a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
(b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

1.4 Approval by the Lessor or Minister

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor’s reasonable discretion or the Minister’s absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

1.5 Consent of Western Australian Planning Commission

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

2. Operative part

2.1 Lease of Leased Premises

In consideration of the Lessee agreeing to:

(a) pay the money payable under this Lease; and
(b) duly observe and perform the Lessee's Obligations,

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

(a) pays the money payable under this Lease; and
(b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

2.3 Lessee responsible as if owner

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

3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

(a) Right to enter

(i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:

(A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations; and

(B) comply with any requirement or order of the Shire or other statutory authority,

except that the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee’s Operations;

(ii) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease including in relation to health and safety issues but which has not been done or has not been done properly;
(b) **Granting easements etc**

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

4. **Rent**

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of schedule 1, without any deduction, set-off or abatement.

5. **Outgoings and Bulk Supply of Electricity, Gas or Power**

5.1 **Outgoings separately assessed**

The Lessee must pay to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

6. **Use of Leased Premises and Facilities**

6.1 The Lessee shall not:

(a) use the Leased Premises for any purpose other than the Authorised Use specified in item 5 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and

(b) use each Facility, Service, item of Plant and Equipment or Lessor’s Fixture for a purpose for which it was not designed or designated.

6.2 The Lessee:

(a) shall comply with the Lessor’s reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor’s Fixtures; and

(b) shall not do or omit to do any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor’s Fixture.
7. Security of Leased Premises

7.1 The Lessee shall securely lock all doors and windows to the Leased Premises when the Leased Premises is unoccupied.

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

8. Leased Premises Name in Lessee's Name

The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.

9. Covenant to repair and maintain

9.1 The Lessee shall:

(a) Maintain the Leased Premises in good condition except in respect of:

(i) fair wear and tear;

(ii) damage which is or will be reinstated from the proceeds of insurance; and

(iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;

(b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;

(c) keep the Leased Premises clean and free from rubbish;

(d) Maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;

(e) maintain any air-conditioning plant and equipment which services the Leased Premises;

(f) maintain the Lessee's Fixtures in clean and good condition;

(g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and

(h) replace any broken glass in the Leased Premises.

9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it, save that the Lessee is not liable for normal wear and tear.
9.3 If the Lessee does or proposes to do any alterations or additions to the Leased Premises, the Lessee must:

(a) comply with all relevant requirements of an authority and all laws and standards;

(b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work

(c) carry out the work in a safe and proper manner;

(d) use only good quality materials;

(e) employ only qualified and competent persons; and

(f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to engineers, contractors or other advisors.

9.4 Lessee's Further Obligations

(a) The conditions imposed by this clause 9.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.

(b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.

(c) Without prejudice to the generality of clause 9.1 and 9.4(b) for the avoidance of any doubt the Lessee is obliged to:

   (i) keep the Leased Premises in a safe condition and in good repair; and

   (ii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

(d) The Lessee must maintain the Leased Premises in the same or better condition than as disclosed in the Property Condition Report, fair wear and tear excepted.

10. Positive covenants

The Lessee shall:

(a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
(b) pay to the Lessor on demand on a full indemnity basis all amounts payable by
the Lessor in respect of legal costs and disbursements of and incidental to:

(i) the instructions for and the registration, preparation, execution and
stamping of this Lease and each other instrument required to be
prepared and executed under this Lease;

(ii) each notice, search and inquiry given or made for the purpose of any
document mentioned in paragraph (i);

(iii) any breach of the Lessee's Obligations; and

(iv) each action, suit, proceeding or matter arising out of or incidental to
any document referred to in paragraph (i) and (iii);

(c) pay all stamp duty, fines and penalties under the Duties 2008 (WA) on this
Lease;

(d) keep the Facilities within the Leased Premises unobstructed;

(e) report promptly to the Lessor in writing any of the following that exceed the
insurance excess payable:

(i) all damage or defects in the Leased Premises, the Lessor's Fixtures,
the Plant and Equipment or the Facilities in the Leased Premises of
which the Lessee is or ought to be aware;

(ii) any breakage of glass in an exterior window or door in the Leased
Premises;

(iii) any malfunction of any Plant and Equipment or Facility either within
the Leased Premises or used by the Lessee; and

(iv) any circumstances likely to be a danger or cause any damage or
danger to the Leased Premises, or any person in the Leased
Premises, or on the Land of which the Lessee is aware;

(f) remove on a regular basis rubbish which is not of a kind usually removed by
the local government authority;

(g) comply promptly with all legislation and by-laws affecting the Leased
Premises or the use of the Leased Premises except for any structural work;

(h) observe and comply with any conditions of supply of Services by the Lessor,
or where no conditions of supply are imposed by the Lessor, observe and
comply with the conditions of supply of Services imposed by the relevant
supply authority on the Lessor;

(i) if any Service is not provided by the Lessor, make the Lessee's own
arrangements for the supply of the Service to the Leased Premises;

(j) prepare a fire and emergency plan which includes training programs and drills
and which is approved by the Shire, and at all times comply with that plan;
on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment; and

if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence.

11. Negative covenants

The Lessee shall not:

(a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;

(b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;

(c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;

(d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;

(e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;

(f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;

(g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;

(h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;

(i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
(j) without the Lessor's prior consent erect or place outside the Leased Premises any radio or television aerial or antenna;

(k) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;

(l) burn any rubbish in the Leased Premises or the Land other than garden refuse;

(m) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;

(n) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;

(o) conduct any business or operations in the Leased Premises at any time prohibited by law;

(p) permit smoking inside the Leased Premises; or

(q) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

12. Insurance

(a) The Lessor shall effect in the name of the Lessor an insurance policy relating to the Leased Premises including policies of insurance in respect of the matters referred to in item 10 of Schedule 1.

(b) The Lessee shall effect and maintain an insurance policy in the names of the Lessor and the Lessee with an insurance company approved by the Lessor in respect of the Lessee's contents and chattels located on or in the Leased Premises, and employer's indemnity insurance including workers compensation in respect of all employees of the Lessee working in or about the Leased Premises and the Lessee shall:

(i) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time; and

(ii) not without the Lessor's prior consent, alter the terms or conditions of any policy.

13. Indemnities

13.1 General indemnity

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:
(a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;

(b) resulting from an act or omission of the Lessee; or

(c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

13.2 Nature of indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance.

14. Assignment

14.1 No assignment

The Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of an assignment if both the Lessor and the Minister consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

14.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of a sublease of the whole of the Leased Premises if both the Lessor and the Minister consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

15. Damage, Destruction or Resumption

15.1 Definitions

In this clause 15:

(a) “Reinstatement Notice” means a notice given by the Lessor to the Lessee of the Lessee's intention to carry out the Reinstatement Works; and

(b) “Reinstatement Works” means the work necessary to:
(i) reinstate the Leased Premises; or

(ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

15.2 Abatement

(a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

(i) unfit for occupation and use by the Lessee; or

(ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them,

then from the date that the Lessee notifies the Lessor of the damage or destruction ("Damage Notice"):

(iii) any money payable by the Lessee under this Lease; and

(iv) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

(b) If clause 15.2(a) applies, the remedies for:

(i) recovery of any money or a proportionate part falling due after the damage or destruction; or

(ii) enforcement of the covenant to repair and maintain,

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

(iii) restored;

(iv) made fit for the Lessee’s occupation and use; or

(v) made accessible.

15.3 Either Party May Terminate

If clause 15.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

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

(b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.
15.4 **Lessee May Terminate**

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

15.5 **Exceptions**

Clauses 15.2, 15.3 and 15.4 will not apply where:

(a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or

(b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

15.6 **Lessor to Terminate**

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days’ notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

15.7 **Antecedent Breaches**

No liability will attach to either party because of termination of this Lease under this clause 15 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

15.8 **Dispute Resolution**

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

15.9 **Lessor Not Obliged to Reinvestate**

Nothing in this Lease obliges the Lessor to reinstate the Leased Premises or the means of access to it.

15.10 **Proceeds of Insurance**

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 15, the Lessee will have no interest in the insurance proceeds.

15.11 **Resumption of Leased Premises**
If the Leased Premises is resumed by any authority so as to render the
Leased Premises inaccessible or substantially unfit for the occupation of the
Lessee, this Lease may be terminated without compensation or other liability
by either the Lessor or the Lessee by thirty (30) calendar days' notice to the
other but without affecting the rights of either party against the other in
respect of any previous breaches of the provisions of this Lease.

16. Limit of Lessor's liability

16.1 No warranties or representations

The Lessee acknowledges and agrees that:

(a) all property in the Leased Premises shall be at the sole risk of the
Lessee during the Term and the Lessor shall not be liable for any
claim, loss or damage that the Lessee may suffer as a result of:

(i) any fault in the construction or state of repair of the Leased
Premises, or the Lessor's Fixtures;

(ii) any defect in any of the Plant and Equipment, Facilities or the
Services;

(iii) any flow, overflow, leakage or breakdown of any water,
airconditioning, gas, power or other source of energy whether
from the roof, walls, gutter or other parts of the Leased
Premises;

(b) the Lessor gives no warranty as to the use to which the Leased
Premises may be put; and

(c) the Lessee has not relied on any representation or warranty of the
Lessor in entering into this Lease and, for this purpose, the Lessee
acknowledges that:

(i) the Lessee has relied on the Lessee's own skill and judgment
and has made the Lessee's own enquiries in determining the
suitability of the Leased Premises for the Authorised Use and
the Lessee's Operations; and

(ii) the Lessee's occupation of the Leased Premises is conclusive
evidence of the Lessee's acceptance of the Leased Premises
as being in good order, repair and condition at the
Commencement Date.

16.2 Suitability and Safety of Leased Premises

(a) The Lessor does not represent or warrant:-

(i) that the Leased Premises is suitable to be used for the
Authorised Use; or

(ii) that the Leased Premises may lawfully be used for the
Authorised Use.
(b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee’s responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee’s own satisfaction.

(c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons entering the Leased Premises.

16.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of Services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

16.4 Lessor only liable while Primary Interest Holder

The Lessor is only liable for any breaches under this Lease occurring while it is the Primary Interest Holder of the Land.

16.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction, failure to function, or interruption of or to, the water, gas or electricity services, fire equipment or other services to or facilities contained in the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.
17. **Default**

An event of default occurs if:

(a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;

(b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;

(c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;

(d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;

(e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;

(f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;

(g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;

(h) an application is made to wind up or dissolve the Lessee;

(i) the Lessee resolves to wind itself up or otherwise dissolve itself; or

(j) the lessee becomes insolvent or states that it is insolvent.

18. **Lessor’s powers on default**

18.1 **Lessor's right of possession**

On the occurrence of an Event of Default, the Lessor may upon 30 days notice enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

18.2 **Lessor may remedy Lessee's default**

(a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.

(b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
(i) acceptance of the keys for the Leased Premises;

(ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or

(iii) advertising the Leased Premises for re-letting.

18.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

(a) prejudice or affect the Lessor's rights under this Lease;

(b) release the Lessee from performing the Lessee's Obligations; or

(c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

18.4 Exercise of rights by Lessor

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

19. Essential terms

19.1 Breach of Essential Terms

(a) If the Lessee’s conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.

(b) Clause 4, 5, 6, 9, 12 and 14 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

19.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee’s breach of an essential term may be recovered as damages at any time.

19.3 Lessor's Entitlement to Damages

The Lessor’s entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:
(a) if the Lessee abandons or vacates the Leased Premises;

(b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;

(c) if the Lessor accepts the Lessee’s repudiation; or

(d) if the parties’ conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

19.4 Lessor to Mitigate Damages

(a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee’s repudiation based on the Lessee’s breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss.

(b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.

(c) The Lessor’s conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

19.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor’s opinion reasonably be expected to obtain, by observing clause 19.4.

20. Termination

20.1 Yield up Leased Premises

Subject to clause 20.3 the Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition no worse than as disclosed in the Property Condition Report and consistent with the compliance of the Lessee’s Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

20.2 Improvements to Vest in Crown

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.
20.3 Remove Lessee's Fixtures

On or prior to Termination, the Lessee may but is not obliged to remove all of the Lessee’s Fixtures and Fittings, and any other property, plant or equipment of the Lessee. Any of the Lessee's fixtures fittings, property, plant or equipment that remain at or on the Leased Premises after Termination shall become the absolute property of the Lessor.

20.4 Making Good of Leased Premises on Termination

Subject to clause 20.3 the Lessee shall, unless the Lessor agrees to the contrary, upon Termination, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, bringing the Leased Premises to the condition as disclosed in the Property Condition Report.

20.5 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 20.4, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee’s default.

21. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor the Lessee’s attorney for the purpose of:

(a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and

(b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

22. Miscellaneous

22.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

22.2 Lessor's consent

The Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

22.3 Certificates
A certificate signed by the Lessor or the Lessor’s solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

22.4 **Exercise of rights by Lessor**

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

(a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;

(b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;

(c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and

(d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee’s Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

22.5 **Lessor may act by agent**

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

22.6 **Discretion of the Lessor**

The Lessor and Lessee agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or powers of the Lessor under any Written Law and in particular does not fetter the Lessor with regard to the approval or imposition of conditions on any approval required for the carrying out of the Lessee’s Initial Works or the Lessee’s Works in accordance with this Lease.

22.7 **Time for payment**

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within twenty (20) Business Days after the Lessor gives a notice to the Lessee requiring payment.

22.8 **Time of the essence**

Time shall be of the essence in all respects.
22.9 **No moratorium**

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

22.10 **Variation**

This Lease may not be varied except in writing signed by all of the parties.

22.11 **Further assurances**

Each party to this Lease must execute and do all acts and things necessary to give full force and effect to this Lease.

22.12 **Effect of execution**

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

22.13 **Entire Agreement**

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease.

22.14 **Proper Law**

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

22.15 **Severance**

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

22.16 **Headings**

Except in the Schedules, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

22.17 **Termination**

The Termination of this Lease does not affect the Lessee’s obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

22.18 **Cost of Complying with Obligations**

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.
22.19 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

(a) shall be in writing;

(b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by facsimile transmission to the recipient's facsimile number (if known);

(c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00 pm on a Business Day) or the next Business Day (if transmitted at or after 4:00 pm on a Business Day, or on a day not being a Business Day); and

(d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

22.20 Goods and services tax

(a) In the Lease:

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

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“GST Law” has the same meanings as in the GST Act;

“Tax Invoice” includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

(b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

(c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:

(i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the
purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.

(ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and

(iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee’s proportion of the relevant GST.

(d) A party’s right to payment under this clause 22.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

23. Option for Further Term

If and only if no earlier than twelve (12) months and no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that there is no Rent, Variable Outgoings or other money payable under this Lease which is due but unpaid and there is no unremedied breach of the Lessee’s Obligations and there have been no breaches of any of the essential terms of this Lease during the Term, the Lessor shall grant the Lessee a lease of the Leased Premises for the relevant Further Term at the Rent payable immediately before Termination as varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant Further Term, which shall cease to have any further effect.

24. Holding Over

If after Termination, the Tenant continues to occupy the Premises with the consent of the Landlord, the Tenant shall become a monthly tenant only of the Landlord and unless otherwise agreed:

1.6.1.1 (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Tenant immediately preceding the Termination; and

1.6.1.2 (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this Lease.
25. **Special Conditions**

The special conditions set out in item 12 of Schedule 1 shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.
SCHEDULE 1

Particulars of Lease

1. **Lessor's Details**

   **SHIRE OF BODDINGTON** of 39 Bannister Road, Boddington, Western Australia

2. **Lessee's Details**

   **BODDINGTON OLD SCHOOL INC** of PO Box 60, Boddington, Western Australia

3. **Land**

   Reserve 17428 located on the corner of Wuraming Avenue and Bannister Road, Boddington and being comprised of:

   a) Lot 61 on Deposited Plan 160770 and being the whole of the land contained in Crown Land Title volume LR 3020 Folio 909;

   b) Lot 94 on Deposited Plan 172409 and being the whole of the land contained in Crown Land Title volume LR 3020 Folio 928;

   c) Lot 155 on Deposited Plan 91442 and being the whole of the land contained in Crown Land Title volume LR 3020 Folio 947;

   d) Lot 161 on Deposited Plan 185831 and being the whole of the land contained in Crown Land Title volume LR 3020 Folio 955, as shown on the diagram in Schedule 2.

4. **Leased Premises**

   The Boddington Old School being the whole of the Land and all improvements on the Land.

5. **Authorised Use**

   Community purposes.

6. **Commencement Date**

   1 July 2009.

7. **Term**

   The term shall be a term of ONE (1) year commencing on the Commencement Date and ending on 30 June 2010.

8. **Rent**

   From the Commencement Date to and for the Term and any further Term the Rent is ONE DOLLAR ($1.00) per annum exclusive of GST payable on the Commencement Date and each anniversary of the Commencement Date.
9. **Further Term**

A further term of two (2) years commencing 1 July 2010 and ending on June 30 2012.

10. **Insurance**

The Lessor shall effect the following insurance:

(a) public liability insurance for an amount not less than TEN MILLION DOLLARS ($10,000,000.00);

(b) the full insurable value on a replacement or reinstatement basis of the Leased Premises and Lessee's fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;

(c) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises.

11. **Definition of Outgoings**

“Outgoings" means all of the costs and outgoings of the Lessor as exceed $10,500.00 (plus GST) charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises for:

(a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;

(b) mowing and fertilising the ovals and lawns of the Land;

(c) supplying, providing and Maintaining water to the Leased Premises;

(d) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;

(e) employing staff to undertake the matters referred to in this definition;

(f) providing motor vehicles, plant and equipment, and tools and materials for the purpose of undertaking the matters referred to in this definition;

(g) taxes, levies, imposts, duties and statutory charges associated with undertaking the matters referred to in this definition, including but not limited to any tax on goods and services;

(h) water rates and other water, drainage and sewerage charges.

12. **Special Conditions**

a) The Lessee shall provide to the Lessor:
(i) annual audited financial statements of the Lessee within 30 days of the Annual General Meeting of the Lessee;

(ii) upon request, quarterly financial statements of the Lessee;

(iii) minutes of the Annual General Meeting of the Lessee within 30 days of the Annual General Meeting; and

(iv) upon request, minutes of the monthly meetings of the Lessee.
SCHEDULE 2
RESERVE 17428
EXECUTED BY THE PARTIES AS A DEED

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

__________________________________
SHIRE PRESIDENT
Print Name:

__________________________________
Chief Executive Officer
Print Name:

THE COMMON SEAL of the  
BODDINGTON OLD SCHOOL INC  
was hereunto affixed in the presence of:

__________________________________
Print Name:
Position: Chairperson

__________________________________
Print Name:
Position:

Endorsement of Minister’s consent:
8.5.3 2008/2009 Annual Report

Applicant: Audit Committee
File Ref. No: ADM0279
Disclosure of Interest: Nil
Date: 4th September 2009
Author: Carmel Martin
Attachment: 8.5.3A Management Report
8.5.3B Audit Report

Summary

Council's Audit Committee will make several recommendations at their meeting to be held on the 22nd September 2009 that need to be considered to Council.

Background

The Audit Committee will hold a meeting on the 22nd September 2009 to accept the Auditor's Report and findings conducted by UHY Haines Norton.

Comment

The Audit Committee consists of all seven Councillors. At the meeting held on the 22nd September 2009 the Audit Committee resolved to accept the report and comments presented by the independent Auditor UHY Haines Norton. As the Audit Committee is a sub-committee of Council, its resolutions are required to be accepted by Council.

Strategic Implications - Nil

Statutory Environment

Local Government Act 1995

1.6.1.2.1 7.1A. Audit committee
(1) A local government is to establish an audit committee of 3 or more persons to exercise the powers and discharge the duties conferred on it.
(2) The members of the audit committee of a local government are to be appointed* by the local government and at least 3 of the members, and the majority of the members, are to be council members.
* Absolute majority required.
(3) A CEO is not to be a member of an audit committee and may not nominate a person to be a member of an audit committee or have a person to represent him or her as a member of an audit committee.
(4) An employee is not to be a member of an audit committee.

1.6.1.2.2 7.9. Audit to be conducted
(1) An auditor is required to examine the accounts and annual financial report submitted for audit and, by the 31 December next following the financial year to which the accounts and report relate or such later date as may be prescribed, to prepare a report thereon and forward a copy of that report to —(a) the mayor or president;
(b) the CEO of the local government; and
(c) the Minister.

1.6.1.2.3 5.27. Electors' general meetings
(1) A general meeting of the electors of a district is to be held once every financial year.
(2) A general meeting is to be held on a day selected by the local government but not more than 56 days after the local government accepts the annual report for the previous financial year.

(3) The matters to be discussed at general electors’ meetings are to be those prescribed.

1.6.1.2.4 5.29. Convening electors’ meetings

(1) The CEO is to convene an electors’ meeting by giving —
   (a) at least 14 days’ local public notice; and
   (b) each council member at least 14 days’ notice, of the date, time, place and purpose of the meeting.

(2) The local public notice referred to in subsection (1)(a) is to be treated as having commenced at the time of publication of the notice under section 1.7(1)(a) and is to continue by way of exhibition under section 1.7(1)(b) and (c) until the meeting has been held.

Policy Implications - Nil
Financial Implications - Nil
Economic Implications - Nil
Social Implications - Nil
Environmental Considerations - Nil
Consultation - Nil

Options

- Accept the recommendations from the Audit Committee.
- Not accept the recommendations from the Audit Committee and resolve to have the audit committee review its recommendations.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 8.5.3

Council Resolution 175/09 Moved Cr Veitch

Council accept the Audit Committees recommendations to:

1. Accept the 2008/2009 Management Report included at Attachment 8.5.3A;
2. Accept the 2008/2009 Audit Report included at Attachment 8.5.3B;
3. Accept the 2008/2009 Annual Report; and
4. Hold the Annual Electors Meeting on Tuesday 3rd November 2009 at the Council Chambers at 7.30pm.

Seconded Cr Patten Carried 5/0
Dear Paul

MANAGEMENT REPORT FOR THE YEAR ENDED 30TH JUNE 2009

We advise that we have completed our audit procedures for the year ended 30th June 2009 and enclose our Audit Report.

We are required under the Local Government Audit Regulations to report certain compliance matters in our audit report. Other matters which arise during the course of our audit that we wish to bring to Council's attention are raised in this management report.

It should be appreciated that our audit procedures are designed primarily to enable us to form an opinion on the financial statements and therefore may not bring to light all weaknesses in systems and procedures which may exist. However, we aim to use our knowledge of the Shire's organisation gained during our work to make comments and suggestions which, we hope, will be useful to you.

Road Infrastructure – Depreciation

As was the case in previous years, the calculation of depreciation on roads for the year ended 30 June 2009 was performed using a weighted average based on the type of road.

From our testing and review, the depreciation expense arrived at appeared to be reasonable and no adjustment to the calculation was required.

However, we recommend that Council review the current method of recording and depreciating road infrastructure with a view to implementing a system which will allow each road to be dissected into its component parts. This will enable a more reliable record of Council's road network is maintained as well as helping to ensure depreciation is correctly reflected.

We noted no other matters we wish to draw to Council's attention.
Corrected and Uncorrected Misstatements

We advise there were no corrected misstatements noted by us during the course of our audit. There was one uncorrected misstatement and this is shown in Appendix I to this letter.

We take this opportunity to thank the Chief Executive Officer, Director, Finance and all staff for the assistance provided during the audit.

Should you wish to discuss any matter relating to the audit or any other matter, please do not hesitate to contact us.

Yours faithfully

[Signature]

DAVID TOMASI
PARTNER

[Image]
Uncorrected Misstatements

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<th>Cr ($)</th>
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I N T E L L I G E N T  C H O I C E  •  I N T E L L I G E N T  S O L U T I O N S
INDEPENDENT AUDITOR'S REPORT
TO THE ELECTORS OF THE SHIRE OF BODDINGTON


We have audited the accompanying financial report of the Shire of Boddington, which comprises the balance sheet as at 30 June 2009 and the income statement by nature or type, income statement by program, statement of changes in equity, cash flow statement and rate setting statement for the year ended on that date and a summary of significant accounting policies and other explanatory notes.


Council is responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended). This responsibility includes establishing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Council, as well as evaluating the overall presentation of the financial report.

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

Independence

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

Auditor's Opinion

In our opinion, the financial report of the Shire of Boddington is in accordance with the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended), including:

a. giving a true and fair view of the Shire's financial position as at 30 June 2009 and of its performance for the year ended on that date; and
b. complying with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).
INDEPENDENT AUDITOR’S REPORT
TO THE ELECTORS OF THE SHIRE OF BODDINGTON (Continued)

Statutory Compliance

During the course of our audit we became aware of the following instance where the Council did not comply with the Local Government (Financial Management) Regulations 1996 (as amended).

Annual Budget

The annual budget for the year ended 30 June 2009 was not submitted to the Department of Local Government within 30 days of adoption as required by Financial Management Regulation 33.

Other Matters

In accordance with the Local Government (Audit) Regulations 1996, we also report that:

a) There are no matters that in our opinion indicate significant adverse trends in the financial position or the financial management practices of the Shire.

b) Except as detailed above, no other matters indicating non-compliance with Part 6 of the Local Government Act 1995 (as amended), the Local Government (Financial Management) Regulations 1996 (as amended) or applicable financial controls of any other written law were noted during the course of our audit.

c) All necessary information and explanations were obtained by us.

d) All audit procedures were satisfactorily completed in conducting our audit.

Address: Perth, WA
Date: 28 August 2009

UHY HAINES NORTON
CHARTERED ACCOUNTANTS

DAVID TOMASI
PARTNER

INTELLIGENT CHOICE • INTELLIGENT SOLUTIONS

Minutes of the Ordinary Meeting of the Shire of Boddington held on Tuesday 22nd September 2009

Page 101
8.6 CHIEF EXECUTIVE OFFICER:

8.6.1 Proposed Local Government Reform Report To Minister For Local Government

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<td>15 September 2009</td>
</tr>
<tr>
<td>Author:</td>
<td>Gary Sherry</td>
</tr>
<tr>
<td>Disclosure of Interest:</td>
<td>Nil</td>
</tr>
<tr>
<td>Attachment</td>
<td>8.6.1 Draft Submission to the Minister for Local Government</td>
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**Summary**

Council is to consider adopting the a Report to the Minister on proposed local government reform for the Shire of Boddington that proposes amalgamation with the Shire of Wandering and much increased resource sharing with Council's in the Peel region.

**Background**

In February 2009 the Minister for Local Government announced wide ranging local government reform strategies. The Minister requested that by 31 August 2009 each of Western Australia’s 139 local governments make informed decisions on voluntary amalgamation, their preferred regional groupings and the number of elected members required to between six and nine.

There were two key deadlines in the process. The first was that local governments complete a self evaluation checklist and submit the checklist to the Local Government Reform Steering Committee by 31st April 2009. The second deadline is that local governments make submissions on amalgamations, regional groupings and the number of elected members by 30th September 2009.

The self evaluation checklist completed by the Shire of Boddington was assessed by the Department of Local Government in June 2009. The Shire of Boddington was categorised as a category three Council, requiring significant structural reform including amalgamation and formalisation of regional groupings to ensure long term community and organisational benefit in order that the needs of the current and future generations are met.

In consideration of the issues of the structural reform process, Council has made the following decision in April 2009:

**Council Resolution 71/09 Moved Cr Veitch**

That Council:

1. adopt the Reform Checklist included at Attachment 8.5.1 to be submitted to the Minister for Local Government;
2. authorise the President and Chief Executive Officer to continue to participate in discussions with neighbouring local governments to investigate possible local government groupings that may offer Council;
   a. beneficial amalgamation or boundary reform opportunities;
   b. opportunities for resource sharing;
   with the President and Chief Executive Officer to report to Council for decision; and
3. consider the seven elected members of the Shire of Boddington to be a suitable number at this time.

Seconded Cr Hardie Carried 6/0
Comment

Council's Draft Submission to the Minister is included at Attachment 8.5.1. The submission proposes:

1. an amalgamation of the Shires of Boddington and Wandering into a new local government; and

2. continued participation with the shared services reform with other local governments in the Peel Region.

Amalgamation

The proposal to amalgamate the Shires of Boddington and Wandering is made because:

1. The Shire of Boddington is very close to the Shire of Wandering and shares more in a “community of interest” than any other local government;

2. The medium term growth prospects of both shires are very good and are based on a shared economic links. As a result of the Boddington Gold Mine development the Shires of Wandering and Boddington will experience substantial growth in population and business activity for the next five to ten years. Meeting these challenges can be done effectively as an amalgamated Shire;

3. With the anticipated growth in population, business activity, residential development and rate income, the resulting local government is viable into the future.

The proposal does not include wider amalgamation because:

- the Shire of Williams is strongly opposed to amalgamation. In the future, should this attitude change, it may be in the interest of the Shire of Boddington or the amalgamated Shire to review the situation;

- the ability to provide complex services over long distances was a concern of amalgamating with distant shires such as Collie, Pingelly and West Arthur; and

- the possibility of amalgamating with Murray to the west was discounted because of the difference in community of interest of the two shires.

Shared Services

The continued participation with the shared services reform with other local governments in the Peel Region is recommended because:

1. This provides access for the Shire of Boddington to cost effective service provision in keeping with a Council of a much larger size.

   To obtain this benefit Council will need to review and implement significant change in the whole provision of local government services. The substantial nature of this change and the considerable investment to establish these savings should not be underestimated; and
2. It keeps strong links with Council to the Peel Region. Involvement in the Peel Regional and with the Peel Development Commission provides Council with benefits not available in other rural regions in the State.

The report also states Council’s position as:

1. Seeing no benefit in amending the number of Shire of Boddington Councillors. The current number of Councillors is within the Ministers preferred range; and

2. Forming a regional grouping to be established with the other Local Governments of the Peel Region comprising:
   - City of Mandurah;
   - Shire Serpentine Jarrahdale;
   - Shire of Murray;
   - Shire of Waroona; and
   - Shire of Boddington.

The Shire President and Chief Executive Officer are meeting with the Shire of Wandering again on Thursday 17 September 2009.

**Statutory Environment**

The Reform Process has been undertaken at the direction of the Minister for Local Government.

Local Government Act 1995
Schedule 2.1 — Provisions about creating, changing the boundaries of, and abolishing districts

**2. Making a proposal**

(1) A proposal may be made to the Advisory Board by —
   (a) the Minister;
   (b) an affected local government;
   (c) 2 or more affected local governments, jointly; or
   (d) affected electors who —
      (i) are at least 250 in number; or
      (ii) are at least 10% of the total number of affected electors.

(2) A proposal is to —
   (a) set out clearly the nature of the proposal, the reasons for making the proposal and the effects of the proposal on local governments;
   (b) be accompanied by a plan illustrating any proposed changes to the boundaries of a district; and
   (c) comply with any regulations about proposals.

**3. Dealing with proposals**

(1) The Advisory Board is to consider any proposal.
(2) The Advisory Board may, in a written report to the Minister, recommend* that the Minister reject a proposal if, in the Board’s opinion —
   (a) the proposal is substantially similar in effect to a proposal on which the Board has made a recommendation to the Minister within the period of 2 years immediately before the proposal is made;
   (aa) where the proposal was made by affected electors under clause 2(1)(d), that the majority of those electors no longer support the proposal; or
   (b) the proposal is frivolous or otherwise not in the interests of good government.

* Absolute majority required.
(3) If, in the Advisory Board’s opinion, the proposal is —
   (a) one of a minor nature; and
   (b) not one about which public submissions need be invited,
      the Board may, in a written report to the Minister, recommend* that the Minister reject
      the proposal or that an order be made in accordance with the proposal.
* Absolute majority required.

(4) Unless it makes a recommendation under subclause (2) or (3), the Advisory Board is
    to formally inquire into the proposal.

4. **Notice of inquiry**
   (1) Where a formal inquiry is required the Advisory Board is to give —
      (a) notice to affected local governments, affected electors and the other electors of
          districts directly affected by the proposal; and
      (b) a report to the Minister.
   (2) The notice and report under subclause (1) are to —
      (a) advise that there will be a formal inquiry into the proposal;
      (b) set out details of the inquiry and its proposed scope; and
      (c) advise that submissions may be made to the Board not later than 6 weeks after
          the date the notice is first given about —
             (i) the proposal; or
             (ii) the scope of the inquiry.
   (3) If, after considering submissions made under subclause (2)(c), the Advisory Board
      decides* that the scope of the formal inquiry is to be significantly different from that set
      out in the notice and report under subclause (1), it is to give —
      (a) another notice to affected local governments, affected electors and the other
          electors of districts directly affected by the proposal; and
      (b) another report to the Minister.
   (4) The notice and report under subclause (3) are to —
      (a) set out the revised scope of the inquiry; and
      (b) advise that further submissions about the proposal, or submissions about
          matters relevant to the revised scope of the inquiry, may be made to the Board
          within the time set out in the notice.
* Absolute majority required.

5. **Conduct of inquiry**
   (1) A formal inquiry is to be carried out, and any hearing for the purposes of the inquiry is
      to be conducted, in a way that makes it as easy as possible for interested parties to
      participate fully.
   (2) In carrying out a formal inquiry the Advisory Board is to consider submissions made to
      it under clause 4(2)(c) and (4)(b) and have regard, where applicable, to —
      (a) community of interests;
      (b) physical and topographic features;
      (c) demographic trends;
      (d) economic factors;
      (e) the history of the area;
      (f) transport and communication;
      (g) matters affecting the viability of local governments; and
      (h) the effective delivery of local government services,
      but this does not limit the matters that it may take into consideration.

6. **Recommendation by Advisory Board**
   (1) After formally inquiring into a proposal, the Advisory Board, in a written report to the
      Minister, is to recommend* —
      (a) that the Minister reject the proposal;
      (b) that an order be made in accordance with the proposal; or
(c) if it thinks fit after complying with subclause (2), the making of some other order that may be made under section 2.1.

* Absolute majority required.

(2) The Advisory Board is not to recommend to the Minister the making of an order that is significantly different from the proposal into which it formally inquired unless the Board has —

(a) given* notice to affected local governments, affected electors and the other electors of districts directly affected by the recommendation of its intention to do so;

(b) afforded adequate opportunity for submissions to be made about the intended order; and

(c) considered any submissions made.

* Absolute majority required.

7. Minister may require a poll of electors

In order to assist in deciding whether or not to accept a recommendation of the Advisory Board made under clause 6, the Minister may require that the Board’s recommendation be put to a poll of the electors of districts directly affected by the recommendation.

8. Electors may demand a poll on a recommended amalgamation

(1) Where the Advisory Board recommends to the Minister the making of an order to abolish 2 or more districts (“the districts”) and amalgamate them into one or more districts, the Board is to give notice to affected local governments, affected electors and the other electors of districts directly affected by the recommendation about the recommendation.

(2) The notice to affected electors has to notify them of their right to request a poll about the recommendation under subclause (3).

(3) If, within one month after the notice is given, the Minister receives a request made in accordance with regulations and signed by at least 250, or at least 10%, of the electors of one of the districts asking for the recommendation to be put to a poll of electors of that district, the Minister is to require that the Board’s recommendation be put to a poll accordingly.

(4) This clause does not limit the Minister’s power under clause 7 to require a recommendation to be put to a poll in any case.

10. Minister may accept or reject recommendation

(1) Subject to subclause (2), the Minister may accept or reject a recommendation of the Advisory Board made under clause 3 or 6.

(2) If at a poll held as required by clause 8 —

(a) at least 50% of the electors of one of the districts vote; and

(b) of those electors of that district who vote, a majority vote against the recommendation,

the Minister is to reject the recommendation.

(3) If the recommendation is that an order be made and it is accepted, the Minister can make an appropriate recommendation to the Governor under section 2.1.
Consultation - Nil

The Project Team of the Shire of Boddington, comprising the Shire President and Chief Executive Officer has consulted widely, formally and informally, with neighbouring Councils. These consultations included:

- Meeting with representatives from the Shires of Williams and West Arthur – Friday 6 March 2009 – Attended by Cr Carrotts and the CEO;
- Meeting with representatives from Armadale Dumaresq Council – 13 May 2009 – attended by a number of Councillors and CEO;
- Meeting with Peel Councils – 20 May 2009 – Attended by Attended by Cr Carrotts and the CEO
- Initial Meeting with the Shire of Wandering at Local Government Week – Attended by a number of Councillors and the CEO;

Policy Implications - Nil

Financial Implications

The financial implications to Council will arise as a result of local government reform. At this time they are largely unknown and will be the subject further research and subsequent reports to the Council.

Economic Implications - Nil
Social Implications - Nil
Environmental Considerations - Nil

Strategic Implications

The local government industry in Western Australia will be reforming. Whether this is a one or multi-stage process is not yet known, however, being proactive in this regard is of key strategic importance and the positioning of this Shire of Boddington to best provide for good governance of the District is vital to future strategic planning.

Options

Council can resolve:
1. the Officer Recommendation;
2. an amended Officers Recommendation; or
3. to not accept the Officer's recommendation (including reasons). Council should note that this will require Council to include in any resolution matter to meet deadlines imposed by the Minister for Local Government.

Voting Requirement

Simple Majority
OFFICER RECOMMENDATION – ITEM 8.6.1

Council Resolution 176/09 Moved Cr Veitch

That the Shire of Boddington advises the Minister for Local Government that:

1. through the submission included at Attachment 8.5.1, that to provide for the
good government for the people of the Shire of Boddington into the future, the Shire of
Boddington proposes:

   a. to amalgamate with the Shire of Wandering; and

   b. continued participation with the shared services reform with other local
governments in the Peel Region;

2. that the Shire of Boddington believes that the current number of Councilors is
the best number; and

3. that the Shire of Boddington intends to work collaboratively within a regional
grouping comprising the local governments of the Peel Region including the Shire of
Boddington, the City of Mandurah, the Shire of Murray, the Shire of Serpentine
Jarrahdale and the Shire of Waroona.

Seconded Cr Hardie Carried 5/0
LOCAL GOVERNMENT REFORM
SUBMISSION

of the

SHIRE OF BODDINGTON

September 2009
1. LOCAL GOVERNMENTS REFORM – THE STATE GOVERNMENT’S VIEW
2. REQUIREMENTS FROM LOCAL GOVERNMENT REFORM
3. THE PROPOSAL
3.1 COMMUNITY OF INTEREST
3.2 DEMOGRAPHIC TRENDS
3.3 EFFECTIVE DELIVERY OF LOCAL GOVERNMENT SERVICES
3.4 LOCAL GOVERNMENT VIABILITY
4. REPRESENTATION
5. REGIONAL GROUPING

Appendices

APPENDIX 1 
NEEDS ANALYSIS FOR THE SHIRES IMPACTED BY THE RE-OPENING OF THE BODDINGTON GOLD MINE

APPENDIX 2 
FUNCTIONAL REFORM IN THE PEEL - A PRE-FEASIBILITY STUDY

Table of Figures

Figure 1 Shire of Boddington and Shire of Wandering
Figure 2 Resident Population Projection to 2021
1. **Local Governments Reform – The State Government’s View**

In February 2009, the Minister for Local Government announced his wide-ranging Local Government Reform Strategies. As part of this, he encouraged each local government within Western Australia to embrace the opportunity for voluntary amalgamations to achieve much needed structural reform in this State. As part of this initiative, the Minister is also advocating each council to have an elected member group of between six and nine.

There has been widespread recognition for many years that the existing local government structure, with 139 local governments, some of which have less than 200 electors, is not sustainable. The need for reform is highlighted in the 2006 WA Local Government Advisory Board report into Local Government Structural Reform. The 2008 WALGA Sustainability Report also states that business as usual is not an option.

The desired outcome of structural reform is a strong sustainable local government. There are a range of benefits that will be achieved through the reform process:

- increased capacity for local government to better plan, manage and deliver services to their communities with a focus on social, environmental and economic sustainability;
- increased capacity for local government to have adequate financial and asset management plans in place;
- enhanced efficiency in the processing of planning, building and other licence applications made by business and the community;
- greater ability to attract and retain staff including the provision of further career development opportunities;
- greater competition for positions on council and, in conjunction with other reforms, potential for enhanced governance capacity; and

larger local governments with greater capacity to partner with State and Federal Government, and the private sector, to further improve services to communities.

It is expected that while undertaking the process of exploring options for amalgamation, local governments will also identify appropriate regional groupings within which to work collaboratively to deliver community benefits on a regional basis.

The Minister requested that by 30 September 2009, each of the 139 local governments in Western Australia will have made an informed decision on voluntary amalgamation, their preferred regional groupings and the number of elected members required within a range of six to nine.

2. **Requirements from Local Government Reform.**

The Shire of Boddington is about to experience of period of growth that will provide growth of income and population, but this will place considerable pressure on the Shire of Boddington to provide services. Such pressures include the ability:
• to attract and retain suitably qualified and experienced staff, particularly when locating accommodation in Boddington is expensive and difficult. The Shire of Boddington is directly competing for staff with mining companies and their contractors. The Shire of Boddington is unable to compete directly and must contend with high staff turnover as employees seek to obtain jobs in the mining industry; and

• to provide community services and facilities for an increasing population. The Shire of Boddington is currently providing new infrastructure to service the growing Boddington community including a $2.2 million Medical Centre, a $700,000 Childcare Centre and a $418,000 upgrade to the main street of Boddington. There will be future requirements for additional infrastructure to provide increased Administration areas and replace the current temporary accommodation and improved recreational facilities.

The Shire of Boddington believes that in meeting these challenges the Shire does not wish to compromise on the level and standards of services currently being provided. Therefore the local government reform solutions for the Shire of Boddington should include:

1. continuing the benefits flowing from being a smaller local government such as Council services and facilities meeting the needs of the community, and innovative local problem solving.

   In particular are the concerns that the amalgamation of the Shire of Boddington with a Council or Councils that are remote from our community. Amalgamation with a larger Council such as Mandurah, Narrogin or Armadale, all 90/100kms from Boddington could jeopardise services to the Boddington community.

2. seek access to the economies of scale and expertise that arise in larger local governments. Already the Shire of Boddington has established partnerships with larger local governments that allow the Shire to access to sophisticated services such as engineering beyond the capacity of a small local government; and

3. remain as part of the dynamic and growing Peel Region. The Peel region includes five local governments who are committed to working together. Being in the Peel region provides Council with the advocacy and services of the Peel Development Commission who have a proven track record in assisting and promoting the cause of the whole Peel region.

3. The Proposal

The Shire of Boddington proposes:

1. an amalgamation of the Shires of Boddington and Wandering into a new local government; and

2. continued participation with the shared services reform with other local governments
3.1 Community of Interest

The Shires of Wandering and Boddington are neighbouring Shires located immediately south east of Perth. Both Shires share extensive areas of State Forrest in the west that lie between the coastal plain and the eastern agricultural areas of Western Australia. The Shires are divided by the Albany Highway that links Perth to the South East of Western Australia.

The Shires of Wandering and Boddington share a common history with agricultural and timber industries background and share inclusion in the catchment of the Hotham and Bannister river systems.

As can be expected from towns that are 34 kilometres apart, the towns of Wandering and Boddington share a “community of interest”. Examples of the links between the two towns include:

- a significant number of Shire of Wandering residents are employed at the Boddington Gold Mine, Boddington Bauxite Mine and other employers based in Boddington. These residents commute daily to Boddington. There are also a number of Boddington residents who commute to Wandering for employment.

- The businesses within each shire provide services to residents of both shires. Examples of this include Wandering residents accessing the Boddington based doctor, pharmacy, supermarket, hardware store, hire companies and engineering firms and Boddington residents utilising the Shire of Wandering based wineries and road houses on Albany Highway.

- Both the Shires of Wandering and Boddington have a number of rural lifestyle developments. The majority of these developments in both Shires are located adjacent to the road that links the two townships of Boddington and Wandering.
• Close links between the schools of the Communities:
  
  ➢ Wandering Primary School is a feeder school to the Boddington District High School for high school aged children;
  
  ➢ School buses service the Shire of Wandering bringing children to the Boddington DHS;
  
  ➢ Shire of Wandering resident primary school age children attend Boddington DHS; and Shire of Boddington resident primary school age children attend Wandering PS.

• Shire of Wandering residents play sports such as Football and Tennis in Boddington. Shire of Boddington residents play sports such as cricket and golf in Wandering.

3.2 Demographic Trends

The Shires of Wandering and Boddington are currently experiencing a surge in population growth associated with the redevelopment of the Boddington Gold Mine.

The Boddington Gold Mine, owned and operated by Newmont Australia, is located 17 kms north of the town of Boddington. Initially discovered in 1980, the mine will become the largest gold producer in the southern hemisphere. While the initial resources were depleted and processing ceased in November 2001, preliminary planning for the redevelopment of the Boddington Gold Mine to mine a large bedrock gold resource commenced in 2005 and construction work began in February 2006. The Boddington Gold Mine is anticipated to be operational in late 2009. Total project construction cost is expected to be $4 billion.

The project has an estimated life of at least 20 years. It is expected to produce one million ounces of gold a year for the first five years and an average of 0.9 million ounces a year over the life of the mine. There is potential to extend the mine life.

The projected workforce is 650 permanent employees of Newmont Australia, with an estimated 250 working as contractors largely associated with maintenance operations on mining equipment. Newmont has adopted a policy of encouraging at least 65% of the company workforce to live locally, providing financial incentives for both owning a residence and renting in the local area.

The District population predications for the area within a 50 kilometre radius of the Boddington Gold Mine prepared in 2008 by Economics Consulting Services (included at Appendix 1) extrapolated a population increase from 3,000 to nearly 6,000 in 2021. The largest increases are expected to occur in the towns of Boddington and Wandering. The Shire of Boddington’s population was forecast to increase from 1,386 in 2007 to over 3,000 by 2021 and the Shire of Wandering from 362 to 835.
Resident population projection to 2021 at year start excluding non-permanent residents)

Practical examples of the growth in the Shire of Wandering and Boddington are:

- Residential land developments have recently occurred in both Wandering and Boddington. The town of Boddington has had over 400 residential lots approved for subdivision in the past two years. The Shire of Wandering has developed and sold residential lots in the town of Wandering;

- In addition to residential housing development, there are a number of accommodation facilities for employees of companies servicing the mining industry within the Shires of Wandering and Boddington. The largest is the Newmont camp in Boddington that currently has a capacity of 2,300 people but will have a long term capacity of about 800. Other smaller facilities exist in both the Shires of Wandering and Boddington; and

- Continued development of lifestyle lots is occurring adjacent to Boddington and Wandering. The Shire of Boddington has over 160 lots currently approved for subdivision.

3.3 Effective Delivery of Local Government Services

In a coordinated response to the reform initiatives launched in early 2009, the Peel local governments, of which the Shire of Boddington is a member, committed to exploring the possibility of benefits arising from implementing a shared local government shared services approach. This approach calls for significant functional reform of how local government services are provided and a model of this is being implemented in the eastern states, most notably the New England Strategic Alliance...
cross the region. The advantage of such an approach is to maintain local representation but benefit from economies of scale and scope.

The Peel region local government’s appointed CCI Economics to complete a pre-feasibility to assess benefits that could be possible from such an approach. The “Functional Reform in the Peel” Report (included as Appendix 2) identified the significant differences in the proposed comprehensive sharing of services proposed by the Peel local governments and the adhoc arrangements commonly undertaken by West Australian local governments. The Peel proposal is to “fundamentally realign the practices and processes of member local governments to ensure productivity gains can be achieved. It is these productivity gains that Will ensure the Shire of Boddington can effectively deliver local government services into the future.

The “Functional Reform in the Peel” Report concluded that:

- There are potential savings with plant and equipment of $1.7 million possibly available across the region;
- The administrative function could reduce its FTE resourcing by a third;
- Improved IT services would underpin the functional amalgamation; however significant investment will be required. Consideration of such investment would not be possible for the Shire of Boddington alone.

The functional amalgamation provides an avenue for the Shire of Boddington to:

1. Gain access to the full range of services available from a very large regional Council;
2. Provide cost effective services at the same rate as a very large regional Council; and
3. Overcome staff turnover issues by providing opportunities for career development and improved conditions for staff.

The Shires of Wandering and Boddington have a history of adhoc resource sharing in delivering local government services. Examples of this include:

- With the Shire of Williams, the Shires of Wandering and Boddington combined to maximise the benefits in obtaining waste collection contracts with Avon Waste. The Shire of Boddington pays the Shire of Wandering to deposit waste generated in Shire of Boddington in the Shire of Wandering Rubbish Tip;
- the Shire of Boddington provide Health/Building Surveyor services to the Shire of Wandering for one day each week; and
- with the Shire of Cuballing, the Shires of Wandering and Boddington participate in the Hotham Catchment Landcare program and jointly share accommodation and financial management of the program.

3.4 Local Government Viability

The Council that would be formed from the amalgamation of the Shires of Wandering and
Boddington would be a viable Shire. Such a Shire would:

1. have an increasing rate income associated with the developed land sold for residential construction. Much of the costs to Council’s achieving this development, planning and engineering cost, has already been completed. The Shire of Boddington anticipates that rate revenue from the Boddington Gold Mine will be in the region of $4 million per annum; and

2. have relatively low reliance on FAG and Royalties from Region Grant Income. Currently, the Shires of Wandering and Boddington are amongst the Councils which receive the least grant income in the state.

4. Representation

   The Shire of Boddington currently has seven Councillors. This number of Councillors is within the Minister’s preferred range.

   In any merger proposal between the Shires of Wandering and Boddington, the Shire of Boddington would be willing to consider two wards based on the current Shire boundaries, for Councillor representation for the merged Shire.

   Currently both the Shires of Wandering and Boddington have seven Councillors and it would be expected that about this number would be the number of new Councillors for the new Shire.

5. Regional Grouping

   The Shire of Boddington will participate in the regional grouping to be established with the other Local Governments of the Peel Region comprising:
   - City of Mandurah
   - Shire Serpentine Jarrahdale
   - Shire of Murray
   - Shire of Waroona
   - Shire of Boddington.
Appendix 1

1.7 Needs Analysis for the Shires impacted
1.8 by the Re-Opening of the Boddington Gold Mine.

Report Prepared for the Department of Industry and Resources

JUNE 2008
Economic Consulting Services
Appendix 2

1.9 Functional Reform in the Peel
1.10 A Pre-feasibility Study

August 2009-09-15
CCI Economics
A Division of the Chamber of Commerce and Industry of WA
## 8.6.2 Cricket Pitch – Town Oval

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<td>Date:</td>
<td>15 September 2009</td>
</tr>
<tr>
<td>Author:</td>
<td>Gary Sherry</td>
</tr>
<tr>
<td>Disclosure of Interest:</td>
<td>Impartiality Interest – the Author is the Secretary/Treasurer of the Boddington Cricket Club.</td>
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**Summary**

Council is to authorise works to extend the Cricket Pitch in the Town Oval.

**Background**

A cricket pitch was first constructed on the Town Oval in the early 1980’s. At this time to reduce the impact on winter sports the size of the cricket pitch was kept to the very minimum.

Since this time the cricket pitch has been covered with rolled turf allow winter sport to continue. While the turf does not thrive, it remains solid underfoot until September, when it is removed and re-laid elsewhere on the oval. To have rolled turf laid on the pitch, the cricket pitch must be 500 mm below the level of the oval.

In the years since construction of the Boddington Cricket Pitch, the specification for cricket pitches has changed significantly. Modern pitches are considerably wider and much longer than that on the town oval. These pitches are covered by reconstituted rubber mats to allow for winter sports.

Council assisted the Boddington Cricket Club to purchase artificial turf surface for the cricket pitch in 2000. The Boddington Cricket Club advise that when they do this again, they will have great difficulty in sourcing such turf, because regular sizes are now much wider than the Boddington cricket pitch.

**Comment**

Council has received a request from the Boddington Cricket Club to upgrade the existing cricket pitch to a more modern size. The Club would like to widen the pitch by 500 mm on each side for the full length of the pitch and add 2.5 metres on each end.

The proposed additional width of the pitch will require an additional two rolls of roll turf, some 800mm.

These works would assist with the bowlers run up and transition from the oval to the cricket pitch. This causes some issues because of the short length of the cricket pitch and that the pitch is 500mm below the level of the oval. Extra width will assist with bowler leaving the pitch after bowling.

**Statutory Environment** - Nil

**Consultation**

The Boddington Cricket Club arranged a meeting with Boddington Football Club, attended by Council staff, where the matter was discussed. The Boddington Football
Club raised no issue with the additional length of the cricket pitch but had concerns over the extra width. In particular the Football Club are concerned about the additional rows of turf over the pitch during football and its effect on the clubs ability to have high quality games on the oval.

Policy Implications - Nil

Financial Implications

The Boddington Cricket Club will pay for all the expenses of improving the cricket pitch.

Economic Implications - Nil

Social Implications

The Boddington Cricket Club has three teams, two junior and one senior, that play in local and regional competitions.

Environmental Considerations - Nil

Strategic Implications - Nil

Options

Council can
1. resolve the Officer’s Recommendation;
2. resolve an amended recommendation; or
3. resolve to refuse the request, listing reasons.

Voting Requirement - Simple Majority

OFFICER RECOMMENDATION – ITEM 8.6.2

Council Resolution 177/09 Moved Cr Hardie

That Council authorise the Boddington Cricket Club to extend the Cricket Pitch on the Boddington Town Oval by up to:

1. 500mm each side; and
2. 2.5 metres on each end.

Seconded Cr Veitch Carried 5/0
Summary

Council is to consider advertising for public comment a proposed schedule of Fuel Reduction Burns for Council Reserves in and adjacent to Boddington and Ranford.

Background

In recent times, the practice of completing fuel reduction burns in Council's reserves in and around Boddington became a very contentious issue and Council and members of the community formed the “Boddington Bush Verge and Reserve Maintenance Management Committee”. This committee was formed due to the lack of communication between the community groups maintaining the bush areas and the Bush Fire Brigades conducting preventative burns.

This committee has not met for some time and staff have had considerable difficulty in locating records of the Boddington Bush Verge and Reserve Maintenance Management Committee. What records have been located are only basic at best.

Comment

Council has not conducted a fuel reduction works of any kind on Council's reserves in and adjacent to the town sites of Boddington and Ranford since about 2005.

Council has had a number of approaches from a range of community people, being largely landowners and residents concerned over the fuel loads in the Council reserves. This was particularly evident after the Victorian bushfires earlier this year.

The standard method of fuel reduction is conducting a controlled burn of the area by the Boddington Volunteer Bush Fire Brigade.

Staff have prepared a list, included at Attachment 8.5.3A, of the most commonly identified areas of concern and prepared a schedule of conducting fuel reduction burns. A map of the areas is included separately at Attachment 8.5.3B.

In preparing this schedule Staff have given consideration to:

1. Identifying the areas of highest priority to conduct controlled burns first. Factors taken into account included current fire hazard and proximity to residences or buildings;

2. Not conducting the fuel reduction burns sequentially through adjacent areas. This is to place areas of very low fuel loads between areas of higher fuel loads;

3. Completing the fuel reduction burns in a six year roster to allow the vegetation in the areas to recover between fuel reduction burns; and
4. Allocating fire seasons to the timing of controlled burns. This allows for a rotation between pre and post season burns (ie October November and March/April). In this way seasonal vegetation will be less effected by fuel reduction burns.

In completing fuel reduction burns Council would put into place a standard set of procedures to include:

- Conducting the fuel reduction burns in the late afternoon. The Boddington Volunteer Bush Fire Brigade favour Friday or Saturday afternoon/evenings to allow for the best turnout of volunteers;
- The fuel reduction burns being light and extinguished in a single day; and
- Providing notice to adjacent landowners and the public in general.

Statutory Environment - Nil

Consultation - Nil

Council staff have been approached by many people over this issue. It is anticipated that much public comment will be received from any public discussion of this issue.

Input on this matter was sought from the Boddington Volunteer Bush Fire Brigade when preparing the Proposed Schedule of Fuel Reduction Burns in Council Reserves.

Policy Implications – Nil at this time.

Financial Implications

The expenses of fuel reduction burns would be met by Council through the Boddington Volunteer Bush Fire Brigade.

Economic Implications - Nil

Social Implications

The impact from Bush Fire on the community would be significant. Reducing the risk from Bush Fire reduces the likelihood of such a devastating event.

The natural outlook of residences in Boddington is a key feature of living in the town and Council must be mindful of the effect of fuel reduction burns on the native environment.

Environmental Considerations

The effect of fuel reduction burns on the environment in Council reserves is significant and should not be understated. It is acknowledged that the species located in Council reserves exist under stress from

Strategic Implications - Nil

Options
Council can
1. Resolve the Officer Recommendation;
2. Resolve the Officer Recommendation with amendments;
3. Resolve to take alternative action.

Voting Requirement
Simple Majority

OFFICERS RECOMMENDATION – 8.6.3

Council Resolution 178/09 Moved Cr Hardie

That Council advertise locally the Proposed Schedule of Fuel Reduction Burns in Council Reserves, included at attachment 8.5.3A, for Public comment until Wednesday 21 October prior to completion in early November 2009.

Seconded Cr Veitch Carried 5/0
## Proposed Schedule of Fuel Reduction Burns in Council Reserves

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<th>Area No.</th>
<th>Land Identifier</th>
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<th>Year 2</th>
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<td>2015/16</td>
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<td>2009/10</td>
<td>2015/16</td>
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<td>3</td>
<td>Reserve 14977</td>
<td>Club Drive and Hakea Road - East</td>
<td>adjacent to soak at Recreation Grounds</td>
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<td>2015/16</td>
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<td>4</td>
<td>Reserve 42234</td>
<td>Bobo Court East</td>
<td>Old Railway Reserve</td>
<td>2010/11</td>
<td>2016/17</td>
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<td>5</td>
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<td>Hakea Road and Adam &amp; Colin Streets</td>
<td>Old Railway Reserve</td>
<td>2010/11</td>
<td>2016/17</td>
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<td>Between Crossman Road and Cycle Path</td>
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<td>Railway Reserve near rodeo grounds</td>
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<td>2017/18</td>
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<td>9</td>
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9. **ELECTED MEMBERS’ MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN:**

Nil

10. **URGENT BUSINESS WITHOUT NOTICE (WITH THE APPROVAL OF THE PRESIDENT OR MEETING):**

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<th>10.1 Late Item – Approval to Consider</th>
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**Disclosure of Interest:** Nil  
**Date:** 20th September 2009  
**Author:** Carmel Martin

**Summary**

Council is requested to consider a Late Agenda Item to execute a Grant Agreement between the Peel Development Commission and Shire of Boddington for the Swimming Pool Heating Project.

**Comment**

Staff are attempting to have the Agenda prepared at least a week before each Council Meeting. In completing this schedule, business of an urgent nature will arise from time to time in particular where commercial activities within the district would be delayed by Council not considering the item.

**Statutory Environment**

Shire of Boddington – Standing Orders Local Law 1999 – Section 4.2: In cases of extreme urgency or other special circumstance, matters may, with the consent of the person President, or at the request of a majority of councilors present, be read and dealt with.

**Strategic Implications** - Nil  
**Policy Implications** - Nil  
**Financial Implications** - Nil  
**Economic Implications** - Nil  
**Social Implications** - Nil  
**Environmental Considerations** - Nil  
**Consultation** - Nil

**Options**

Council can accept the Officer’s Recommendation or not.

**Voting Requirements**

Simple Majority
OFFICER RECOMMENDATION – ITEM 10.1

Council Resolution 179/09 Moved Cr Veitch

That the Late Agenda Item to execute a Grant Agreement between the Peel Development Commission and the Shire of Boddington for the Swimming Pool Heating Project be raised without notice and decided by Council.

Seconded Cr Hardie Carried 5/0
10.2 Grant Agreement Peel Development Commission – Swimming Pool Heating Project

File Ref. No: ADM0237
Disclosure of Interest: Nil
Date: 20th September 2009
Author: Carmel Martin
Attachment: Attachment 10.2. Grant Agreement Swimming Pool Heating Project

Summary

Council is to consider authorising use of the Common Seal to execute the Grant Agreement between Peel Development Commission and Shire of Boddington for the Swimming Pool Heating Project.

Background

The Grant Agreement included at Attachment 10.2, relates to the Swimming Pool Heating Project being funded from the Royalties for Regions Strategic Reserves Allocation.

Comment

The funding Agreement is required to be executed to enable this project to progress and the milestones, reporting requirements and payment schedules are set out on page 14 of the Agreement outlining how the Shire of Boddington will comply with its requirements under the Agreement.

Consultation - Nil
Statutory Environment – Nil
Policy Implications - Nil

Financial Implications

The Swimming Pool Heating project has been budgeted in 2009/10 to be funded by Royalties for Region for $58,000 with the balance of the project funded by Council.

Economic Implications – Nil
Social Implications – Nil
Environmental Considerations – Nil
Strategic Implications – Nil

Options

Council can:
1. approve the Officers Recommendation; or
2. defer the Officers Recommendation.

Voting Requirement

Simple Majority.
OFFICER RECOMMENDATION – ITEM 10.2

Council Resolution 180/09 Moved Cr Veitch

That Council authorise use of the Common Seal for execution of the Grant Agreement for the Boddington Swimming Pool Heating Project shown as Attachment 10.2 between Peel Development Commission and the Shire of Boddington for $58,270 (GST Exclusive).

Seconded Cr Patten Carried 5/0
1.11 GRANT AGREEMENT

Shire of Boddington

And

Peel Development Commission

Swimming Pool Heating Project funded by Royalties for Regions, Regional Grant Scheme 2008/09 Round 1
THIS GRANT AGREEMENT is made on 22 September 2009

BETWEEN:

Peel Development Commission   (ABN 87 080 446 375)
(“Grantor”)

and

Shire of Boddington    (ABN 22 502 664 685)
(“Grantee”)

1.11.1 RECITALS

The Grantee has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant from the Royalties for Regions, Regional Grant Scheme Funds subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Acquittal Date means the acquittal date specified in item 3 of Schedule 1.

Acquittal Report means that report referred to in Schedule 2.

Application means the application and all attachments received from the Applicant for Round 1 of the Regional Grants Scheme 2008/09 entitled Swimming Pool Heating and Services.

Approved Budget means the budget approved by the Grantor and attached to this Agreement as attachment A.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the National Institute of Accountants and who is independent from the Grantee.

Auditor General means the Auditor General for the State of Western Australia.

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

Commencement Date means that date for commencement if the Project specified in item 3 of Schedule 1.
Completion Date means that date for completion of the Project as specified in item 3 of Schedule 1.

Event of Default means an event of default described in clause 9.1.

Grant Funds means the amount or amounts specified in item 4 of Schedule 1.

Insolvency Event means the happening of any of these events:
(a) an application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
(b) a liquidator or provisional liquidator is appointed;
(c) an administrator is appointed to any of its assets;
(d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
(e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
(f) it is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
(g) it is taken to have failed to comply with a statutory demand;
(h) a writ of execution is levied against it or its property; or
(i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Party means each of the Grantor or the Grantee as the context requires and Parties means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1.

Special Conditions means any conditions specified in item 5 of Schedule 1.

1.2 Interpretation

(a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa;
(b) a reference to any thing 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;
(c) a reference to a gender includes other genders;
(d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person’s executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
(e) if the Grantee consists of a partnership or joint venture, then:
   (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
   (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
   (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
   (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
(f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;

(g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee;

(h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;

(i) headings are included for convenience and do not affect the interpretation of this Agreement;

(j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(k) no rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement;

(l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;

(m) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;

(n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;

(o) a reference to an obligation includes all obligations to pay money and all other losses, costs and expenses of any kind;

(p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;

(q) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and

(r) a reference to a monetary amount means that amount in Australian currency.

2. PAYMENT OF GRANT FUNDS

(a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.

(b) Upon signing of the Grant Agreement by both parties the Grantor may issue the Grantee with a purchase order number for the Grant Funds plus GST where appropriate. All tax invoices must specify the purchase order number (if provided) and submit a tax invoice in order to be processed for payment.

(c) The Grantee will notify the Grantor of the identifying details of a bank account into which Grant Funds can be deposited, including without limitation its name, styling and number and the name and BSB number of the branch at which the bank account is held.

(d) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this agreement, and that the bank account requires two signatories for any withdrawal related transactions.

3 OBLIGATIONS OF GRANTEE

3.1 Use of Grant Payment

(a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds accordingly.
(b) The Grantee will carry out the Project.

(c) Any interest earned on the Grant Funds must be used for the purposes of the Project, or returned to the Grantor.

(d) Payment of Grant Funds to the Grantee shall be subject to:

(i) the financial and in-kind contributions being provided, as specified in item 4 of Schedule 1;
(ii) milestones and reporting requirements under item 6 of Schedule 1 having been met;
(iii) the reporting requirements under Schedule 2 having been met;
(iv) any Special Conditions having been met; and
(v) the Grantor not being, in the opinion of the Grantor, in breach of any of the term and conditions.

(e) Where the Grantee purchases equipment with Grant Funds, it must not be disposed of within three (3) years of the Completion Date without the written consent of the Grantor. Refer to Item 5 in Schedule 1 for the retention of other capital assets.

3.2 No Changes

The Grantee will not make any changes to the Approved Purpose including the aims and objectives as detailed in the Application without the prior written consent of the Grantor.

3.3 No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Grantee.

3.4 Acknowledgement of Grantor

(a) The Grantee will provide the Grantor with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.

(b) Use of the Grantor’s logo must be authorised by the Grantor, and used in the manner specified in item 9 of Schedule 1.

3.5 Request for Information

(a) The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.

(b) The Grantee is to provide the progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the Schedules or as otherwise reasonably required by the Grantor.

3.6 Accounts and Reporting

(a) Projects extending beyond twelve (12) months are required to provide a current status report on the project twelve (12) months after Grant Funds
have been fully paid to the Grantee in a format reasonably acceptable to the Grantor

(b) The Grantee is to keep proper financial records in accordance with generally accepted accounting principles and practices and otherwise to the complete satisfaction of the Grantor.

(c) For Grant Funds (excluding GST) over $20,000, within twelve (12) weeks of the Completion Date the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and certified by an Auditor and include details of how the Grant Funds were expended.

(d) For Grant Funds (excluding GST) of $20,000 and less:

(i) within twenty (20) Business Days of the Completion Date, the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and include details and evidence of how the Grant Funds were expended.

(ii) The Grantor reserves the right to request an audited financial statement for the Project to be certified by an Auditor appointed by the Grantor as defined in Clause 1, costs to be borne by the Grantee

(c) The Grantee acknowledges that submitting of the Acquittal Report, referred to in Schedule 2 does not mean “acceptance” by the Grantor of the said Acquittal Report. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the contents reported therein.

3.7 Special Conditions of Grant

The Grantee agrees to comply with the Special Conditions.

3.8 General Undertaking of Grantee

The Grantee must:

(a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;

(b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;

(c) cooperate fully with the Grantor in the administration of this Agreement; and

(d) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee’s premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.

(e) comply with all requests made by the Grantor in connection with this Agreement.
3.9 **Negation of Employment, Partnership and Agency**

(a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Grantor or as otherwise able to bind or represent the State or Grantor.

(b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Grantor, or have any power or authority to bind or represent the State or Grantor.

4. **REPAYMENT AND RETENTION OF GRANT FUNDS**

The Grantee must repay to the Grantor within forty (40) Business Days any Grant Funds that the Grantor has paid which are not used in accordance with this Agreement or that remain unspent at the Completion Date unless there has been prior written agreement between the parties stating otherwise.

5. **LIMITATION OF LIABILITY**

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.

6. **INSURANCE AND INDEMNITY**

(a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers’ Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

(i) a written statement of the applicable insurance cover held by the Grantee; or

(ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee’s insurance cover by an insurance advisor of the Grantor’s choice. The Grantee must provide any information requested by the Grantor’s insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

(b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:

(i) any breach by the Grantee of an obligation under this Agreement;
(ii) any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;

(iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or

(iv) the Project.

(c) The indemnity in this clause 6 survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

(a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the Freedom of Information Act 1992 and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the recipient Grantee(s). This could result in requests for more detail to be released publicly.

(b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the Financial Management Act 2006 are not limited or affected by this Agreement.

(c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee’s records and information concerning this Agreement.

8. NOTICES

Any notice or other communication that may or must be given under this Agreement:

(a) must be in writing;

(b) may be given by an authorised officer of the Party giving notice;

(c) must be:

(i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 8 of Schedule 1; or

(ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 8 of Schedule 1;

(d) subject to paragraph (e), is taken to be received:

(i) in the case of hand delivery, on the date of delivery;

(ii) in the case of post, on the third Business Day after posting; and

(iii) in the case of facsimile, on the date of transmission; and

(e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.
9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

(a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;

(b) the Grantee ceases to carry on business in Western Australia;

(c) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor; or

(d) the Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

(a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or

(b) suspend payment of the Grant Funds until the Event of Default is remedied; or

(c) request that the Grantee reimburse the Grantor within forty (40) Business Days for any Grant Funds that were not used exclusively for the Project in accordance with the Application and Approved Budget;

9.3 Recommencement of Grant Funds Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

(a) Unless earlier terminated, this Agreement will terminate on acceptance of the acquittal by the Grantor and authorisation of the final payment.

(b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

10. GOODS AND SERVICES TAX (GST)

(a) For the purposes of this Agreement:

(i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and

(ii) “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes all associated legislation and regulations;
(iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.

(b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.

(c) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.

(d) If the Parties agree that the Grantor will issue the Grantee with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:

   (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Grantee will not issue tax invoice in respect of that supply;

   (ii) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement (“the Term”);

   (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Grantee in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and

   (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

11. WAIVER

   (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.

   (b) A waiver by either Party will not prejudice that party’s rights in relation to any further breach of this Agreement by the other party.

   (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other Party, will not be construed as a waiver of any rights.

12. NO ONGOING COMMITMENT

   (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.

   (b) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
14. ASSIGNMENT

(a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.

(b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.

16. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

17. COSTS

1.11.2 (a) The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

1.11.3 (b) The Grantee must pay all stamp duty on the Agreement.

18. FURTHER ASSURANCES

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

19. LOCAL PRODUCTS AND SERVICES

The Grantee agrees to use regional products and services for the Project wherever possible using an open and competitive process to the satisfaction of the Grantor.

20. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Grantor and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.
Executed by the Parties hereto:

For and on behalf of the Grantor:

_________________________
Signature of Authorised Person

Maree De Lacey
Chief Executive Officer

For and on behalf of the Grantee:

The Common Seal of the Shire of Boddington has hereunto been affixed by Resolution of Council:

_________________________  _________________________
Signature of Authorised Person  Signature of Authorised Person

Gary Sherry     Paul Carrots
Chief Executive Officer   Shire President
SCHEDULE 1

1.11.3.1 PROJECT MANAGEMENT

1. Project Title: Swimming Pool Heating

2. Approved Purpose of Grant

(a) Project includes the solar heating of the Boddington Swimming Pool, extending shade via a metal patio around the surrounds of the pool and the provision of an automated cleaning device with the objective of extending the operating season for the pool.

(b) RGS Funds will be expended on the following items: pool heating, metal roofed patio and cleaning device.

(c) Grant Funds will be expended in accordance with the Approved Budget marked Attachment A.

3. Agreement Term

Commencement Date: September 2009
Completion Date: November 2009
Acquittal Date: February 2010

The project is to commence on the Commencement Date and Grant Funds are to be expended by Completion Date subject to Clause 9 of the Agreement, noting any extension must be sought in writing and approved by the Grantor. Acquittal documents detailed in Schedule 2 are to be completed by the Acquittal Date specified above.

4. Grant Amount and Other Contributions

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of $58,270 plus GST. The approval of this grant is subject to the securing of other funding, as outlined below.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Type</th>
<th>Source/Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$44,980</td>
<td>cash</td>
<td>Shire of Boddington budget</td>
</tr>
</tbody>
</table>

5. Special Conditions of Grant

- That the Grantee considers undertaking a media or marketing campaign to promote the extended operating hours.

- That the Grantee report on the success of the extended season including the dates of the extended use and the additional patronage in comparison to normal usage rates. (Note: the acquittal date has been extended to allow for this reporting).
6. Project Milestones, Reporting Requirements and Payment Schedules

<table>
<thead>
<tr>
<th>Milestone No.</th>
<th>Due Date</th>
<th>Outcome / Achievement / Reporting</th>
<th>Grant Funds allocated (exc GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18/9/09</td>
<td>First payment will be made on receipt and acceptance of the pre funding conditions including quotes and licenses.</td>
<td>$10,000</td>
</tr>
<tr>
<td>2</td>
<td>30/11/09</td>
<td>Second payment will be paid on receipt of evidence that the work has been completed. This can be via photographs, inspection or written confirmation (or invoice) from the contractors; and details showing the marketing proposal as per item 5 or that it has been considered.</td>
<td>$43,270</td>
</tr>
<tr>
<td>3</td>
<td>31/5/10</td>
<td>Third and final payment will be paid on acceptance of the full acquittal report.</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Funds Payable: $58,270
Plus GST (where applicable): $5,827
TOTAL PAYABLE: $64,097

Subject to the Grantor being satisfied with the above milestone reporting requirements and subsequent receipt of a tax invoice stating the purchase order number (where provided), payment of the Grant Funds plus GST where applicable, will be made in the amounts detailed above within twenty (20) business days.

7. Variations to Milestone Dates

The Grantor will consider requests for variations to the milestone dates but must receive such requests before 5 business days of the due date.

8. Notice Addresses

(a) Grantor: Peel Development Commission  
45 Mandurah Tce,  
Mandurah 6210  
Fax: 9535 2119  
Email:  

(b) Grantee: Shire of Boddington  
39 Bannister Rd, Boddington 6390  
(PO Box 4, Boddington 6390)  
Fax: 9883 8347  
Email: finance@boddington.wa.gov.au

9. Acknowledgement of Grantor

Access and permission to use the logos of the Grantor must be obtained by contacting the Communication’s Officer of the Grantor. The Grantor must approve the use of the logos prior to printing or publication.

*The Grantee will acknowledge the funding by erecting a sign on the exterior of the swimming pool; preparing a media release at the completion of the project and placing the logos on their website.*

*[Please ensure that you use the Commission’s CURRENT logos]*
SCHEDULE 2

1.11.3.2 REPORTING REQUIREMENTS

The Grantee will complete an Acquittal Report by the Acquittal Date. The Acquittal Report will include sections describing and evaluating Project aims and objectives and detailing and confirming budget and financial expenditure on the Project as detailed in this Agreement and the Application. Acquittal Reports will be provided at times required by the Grantor or detailed in this Agreement.

1. Project Aims and Objectives

Information required will include:

- The effectiveness of the project against the aims and objectives detailed in the Grant Application including a comparison of proposed to actual outcomes and evidence any new initiatives
- How these project aims and objectives impacted on the Regional Grant Scheme Objectives and the Peel Strategic Plan and/or other nominated documents
- Evidence of acknowledgement including copies of promotion and publications and media items relating to the project.
- Any reports or research documents as a result of the project;
- Photos which detail the progress and change of a project;
- Other documentation to evidence the project;
- Evidence of compliance with any special conditions placed on the grant

2. Financial Obligations

As part of the acquittal process, the Grantee will be required to provide the following components:

- Statement of Income and Expenditure relating to the entire project signed by the Chief Executive Officer or equivalent.
- Clearly detail that Grant Funds were expended in accordance with the expenditure proposed in the funding application.
- Comparison of proposed financials detailed in the application to actual financials, detailing any major variations

3. Audit Requirements

As per Clause 3.6 of the Agreement, where the Grant Funds are valued at over $20,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report. If the Grant Funds are valued at $20,000 or less and if requested by the Grantor, the Grantee will meet the additional auditing requirements.

4. Other Reporting Requirements

- Report on Special Conditions detailed in Schedule 1 Item 5.

ATTACHMENT A is the Approved Budget.
11. **CONFIDENTIAL ITEMS:**

Nil

12. **CLOSURE OF MEETING:**

With no further business to discuss the Shire President, Cr Carrots, closed the meeting at 6:12pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting held on Tuesday 13th October 2009

................................................. 13th October 2009
P. R. Carrots
President