

SHIRE OF WAGIN



MINUTES OF THE ORDINARY COUNCIL MEETING 18th DECEMBER 2007

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Shire of Wagin

Minutes of the Ordinary Council Meeting of Council held in the Council Chambers on Tuesday 18th December 2007.

1. DECLARATION OF OPENING

The Shire President Cr Brockway declared the meeting open at 7.30pm.

2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Present:	Cr M J Brockway	President
	Cr P J Blight	Member
	Cr A C Dohle	Member
	Cr J L C Ballantyne	Member
	Cr D K Morgan	Member
	Cr I C Cumming	Member
	Cr J L Ewen	Member
	Cr K M Draper	Member
	Cr G R Ball	Member
	Cr J P Reed	Member
	Cr B W Anderson	Member
Staff:	Mr B A Roderick	Acting Chief Executive Officer
	Mr W J Case	Special Project Officer
	Mr A D Hicks	Manager of Works
Visitors:	Mr Matthew Spurr	

Apologies: Nil

Leave of Absence: Nil

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKE ON NOTICE

Nil

4. PUBLIC QUESTION TIME

Nil

5. APPLICATION FOR LEAVE OF ABSENCE

Nil

6. PUBLIC FORUM (PETITION/DEPUTATION/PRESENTATION)

Mr Matthew Spurr of the Wagin Trotting Club outlined the clubs request for financial assistance to replace and upgrade a section of the trotting club fence on the northern straight of the trotting track.

Mr Spurr said the replacement fence would enhance the look of the Sportsground and benefit all users.

This work needs to be undertaken to meet industry safety standards set by Racing, Wagering Western Australia.

M Spurr stressed the importance of keeping trotting alive in Wagin as it is beneficial the town and community.

7. CONFIRMATION OF PREVIOUS MEETING MINUTES**Council Resolution****616 Cr BW Anderson/Cr IC Cumming**

That the Minutes of the Ordinary Council Meeting held on the 20th November 2007 be confirmed as a true and correct record.

CARRIED
Vote 11/0

8. DISCLOSURES OF FINANCIAL AND OTHER INTERESTS

Cr Morgan declared a financial interest in item 13.1

9. REPORTS OF COMMITTEES AND OFFICER**9.1 HEALTH, BUILDING & PLANNING**

9.1.1	"Three River Hills" New Road Names
Proponent:	Alan Thompson
Location:	"Three River Hills"–Thompson and Ballagin Roads
Reporting Officer:	Deputy Chief Executive Officer
File:	WRK 12/2

Summary

With the construction of three new roads as part of the "Three River Hills" rural development, the proponent has put forward suggested names for the new roads.

Background

On 17th April Council resolved to jointly fund with the proponent the construction of three new roads as part of the “Three River Hills” rural development.

The proponent, using principles, guidelines and procedures provided by the Geographical Names Committee for the naming of roads, has requested Council consider the names “Silver Mallet Rise”, “River Tarn” and “Wardelocking Nook”.

Mr Thompson has provided detailed explanation and reasoning behind the name choices in the attached proposal.

Comment

While the proponent has given good justification for the naming of the new roads, Council must consider whether the names are in keeping with road names in the rest of the Shire. The roads as highlighted on the map, will carry very little general public traffic, with new owners and residents to the Shire the main users.

The proponent has been asked to provide three alternative names should Council not support the proposed names, the following alternatives have been suggested;

- | | | |
|----------------------|----------------|--|
| - Silver Mallet Rise | - Turner Rise | (Surveyor of original farming lands) |
| - Wardelocking Nook | - Bowler Nook | (Surveyor of original farming lands) |
| - River Tarn | - Buchanan End | (Buchanan River meets with Wardelocking Creek and Arthur River near this road) |

Turner Rise and Buchanan End should be accepted by the Geographical Names Committee, Bowler Nook would be rejected as there is a Bowler Street in the southern part of the Wagin Town site.

Statutory Environment

Geographic Names Committee

Policy Implication

A road name cannot be utilised if used previously or be similar to another within the Local Government. In this case the three proposed names appear to be acceptable.

Officer's Recommendation

That Council;

1. Approve the new road names at “Three River Hills” rural development as “Silver Mallet Rise”, “River Tarn” and “Wardelocking Nook” or the alternatives of Turner Rise and Buchanan End.
2. Forward the proposed names and the alternative names to the Geographic Names section of Landgate for its endorsement.

Council Resolution**617 Cr GR Ball/Cr JP Reed**

That Council;

1. Approve the new road names at “Three River Hills” rural development as “Silver Mallet Rise”, “River Tarn” and “Wardelocking Nook”.
2. Forward the proposed names to the Geographic Names section of Landgate for its endorsement.

CARRIED

Vote 6/5

Note: Reason for difference in Officer's Recommendation is Council did not require alternative names.

Proposal for "Three River Hills" Road Names
Forwarded to Wagin Council for inclusion in meeting agenda – 12 December 2007

The construction of three gazetted roads approximately 16 kilometers north west of Wagin by the local shire requires consideration of road names.

The principles, guidelines and procedures provided by the Geographic Names Committee in regards to the naming of roads, has been utilised in determining potential names.

The owner of original farming lands, Alan Thompson who jointly funded the construction of the roads in conjunction with Wagin Shire Council, would like to put forward the road names detailed below for consideration.

In reviewing the proposed road names, the following attachments should provide assistance and support for the proposal;

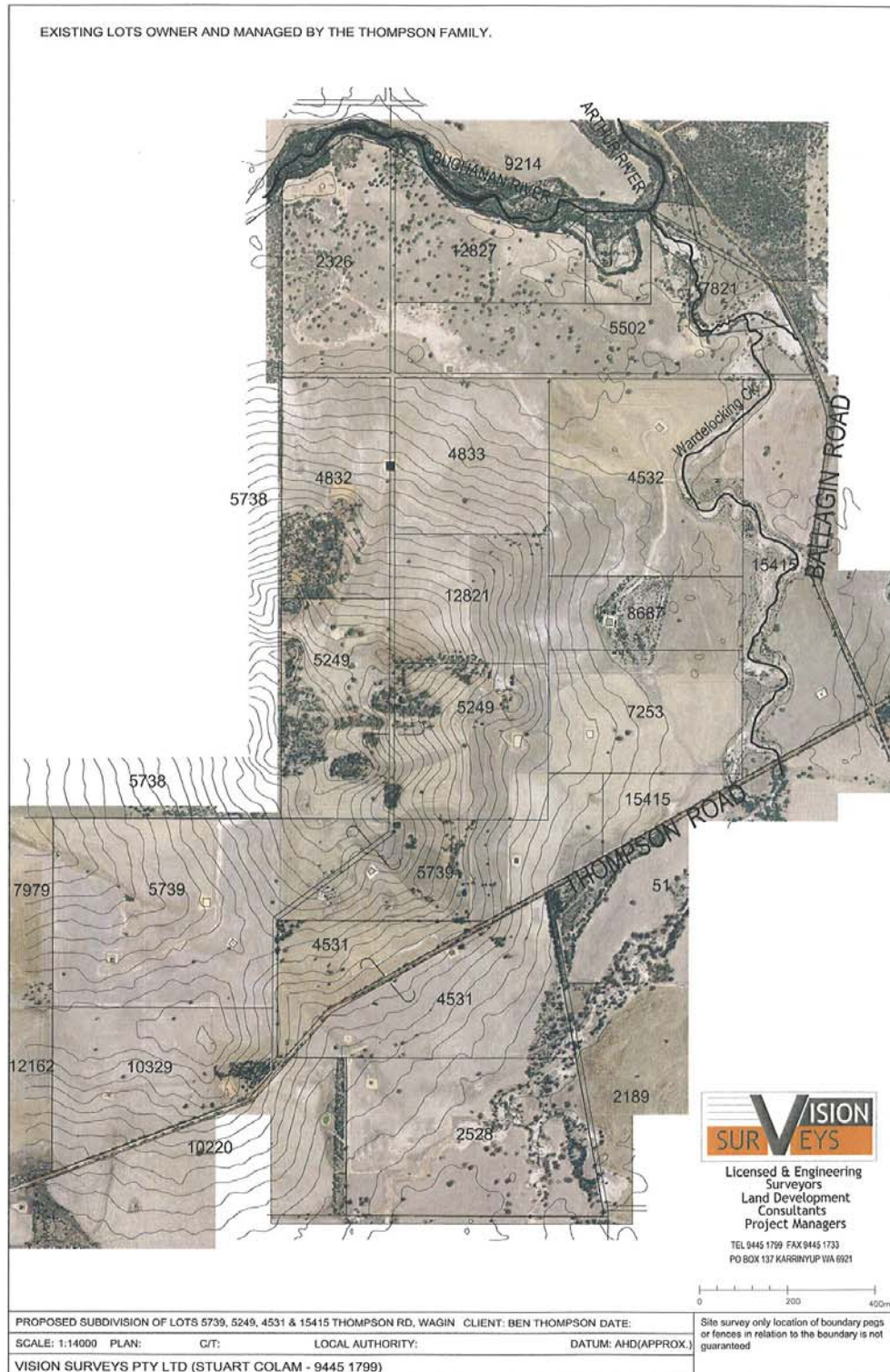
Attachment 1(contour map)

Attachment 2 (proposed roads location)

1. **Silver Mallet Rise** Landgate Guidelines stipulate that 'rise' may be used to name "a roadway going to a higher place or position". They also suggest that "descriptive names appropriate to the features. . . connected with the area" are agreeable to names of roads. As the geographic location of this road is at one of the highest points of the local area, with vistas of the surrounding hills in all directions, and because it leads to a large grove of Silver Mallets at the end of the cul de sac, the name falls within the guidelines stipulated by Landgate. It is also an appealing name that suits the beauty of the location and views accorded by this new road, without verging into hyperbole.
2. **River Tarn** Similar to the previous name proposal, this name falls within the Landgate Guidelines relating to the descriptive features of the area and also that 'tarn' may be used when naming a road "surrounding or leading to. . . (a) water feature" (in this case being the Arthur River).The proposed name is short, as is suggested for shorter roadways, and is pleasing to the inner eye. As this road is on a fairly major thoroughfare for travelers through the area, it will be noticed by many passers through, and road names that have pleasant associations can only enhance the tone of the area.
3. **Wardelocking Nook** In keeping with the naming of the other new roads in this area, this proposed name also relates to the features of the area (ie Wardelocking Creek, which the road passes between). 'Nook' may be used for "a short, secluded roadway with limited frontage indicating privacy", which is highly appropriate given the short length of the road and the nature of this roadway (being the sole access for one specific block).

Further to the above points, the proposed names all avoid the use of 'road' in them, as all of the surrounding roads include that reference, and many of the surrounding roads that lead to them have surnames of local families as their descriptors (eg *Thompson*, *Noble*). By using names that describe the geography of the area rather than referencing local names/history, they are more inclusive (as the people who access these three roads are generally people new to the area). All three roads are also quite short in comparison, and are more private in nature, as they are not thoroughfares for the general motoring public. They are roads that will most likely be enjoyed by 'Sunday drivers' and those who live along them. The use of 'rise', 'tarn' and 'nook' reflect this.





9.1.2	Proposed Two (2) Lot Rural Subdivision (Boundary Realignment)
Proponent:	Harley Survey Group on behalf of Mr Geoffrey Tyson Scanlon
Location:	Lots 1683 & 2385 Queerearrup Road, Wedgecarrup
Reporting Officers:	Joe Douglas & Steve Pandevski - Consultant Town Planners (Planning Enterprises)
File:	TPL 4/1

Background

The following report has been prepared in response to correspondence received from the Western Australian Planning Commission (WAPC) seeking Council's comment on the proposed subdivision of Lots 1683 and 2385 Queerearrup Road, Wedgecarrup into two (2) new separately titled lots. The application represents a proposed lot boundary realignment (i.e. no additional lots or dwelling entitlements will be created).

In accordance with the specific requirements of section 142(2) of the Planning and Development Act 2005 the Shire of Wagin has forty two (42) days (i.e. until 2 January 2008) to provide the WAPC with any comments and/or recommendations considered relevant to the proposal.

An assessment of the application in the context of current State Government planning policy and the Shire's current town planning scheme, and a final recommendation regarding the general suitability of the subdivision proposal are provided to assist preparation of the necessary response to the WAPC.

Comment

Lots 1683 and 2385 are immediately adjoining rural landholdings located approximately 18 kilometres south-west of the Wagin townsite. The lots are generally bound by Boddington Road to the south and Pederick Road to the north. Queerearrup Road traverses and bisects Lot 1683 in a north to south direction whilst also forming the eastern boundary of Lot 2385 (see Plan 1 – Location Plan).

The subject landholdings are gently sloping in a north to south direction and characterised by remnant vegetation throughout most of their area which appears to have been parkland cleared (i.e. predominantly cleared of ground cover vegetation with shrubs and trees being the prevailing vegetation types). Given the type of vegetation cover and the location of three (3) existing dams on the western portion of Lot 1683, it appears that the subject landholdings have traditionally been used for broadacre grazing purposes.

Recent aerial photography confirms that there are no buildings contained on the subject landholdings and that the main vehicle access to the properties is via Boddington Road and Queerearrup Road, both of which have been constructed to a rural standard (i.e. gravel road) (see Plan 2 – Aerial Site Plan).

Harley Survey Group, on behalf the current landowner Mr Geoffrey Tyson Scanlon, has recently lodged an application with the WAPC seeking approval to subdivide Lots 1683 and 2385 into two (2) new separately titled lots. In essence the application proposes a simple reconfiguration of existing lot boundaries to account for the current

alignment of Queerearrup Road which traverses and bisects Lot 1683 in a north to south direction.

Specific details of the proposed subdivision are provided in the attached Plan 3 – ‘Proposed Plan of Subdivision’ and summarised in the following table:

Lot Particulars	Existing Land Area(Approx.)	Proposed Land Area(Approx.)
Existing Lot 1683	154.48 hectares	-
Existing Lot 2385	60.75 hectares	-
Proposed Lot A	-	215.23 hectares
Proposed Lot B	-	189.76 hectares

In support of the proposed subdivision the applicant has submitted *“that the proposal is essentially a boundary rationalisation and is supported by the boundary relocation criteria outlined in the Western Australian Planning Commission’s ‘Policy DC 3.4 Subdivision of Rural Land’ for the following reasons:*

- i) *Lot 1683 is currently divided by Queerearrup Road and it is logical and practical from a farming perspective to remove the severance of Lot 1683 by proposing that this road form the boundary of the two titles;*
- ii) *No new dwelling entitlements are created;*
- iii) *The proposal more accurately reflects the current management regime, whereby the land either side of Queerearrup Road is managed as a separate unit; and*
- iv) *Both lots are currently pasture for grazing and zoned ‘Rural’ by the Shire of Wagin’s Town Planning Scheme No.2. The zoning objectives relating to the ‘Rural’ zone refers to land that “is to be used predominantly for agricultural, single residential and public recreation uses”. This proposal does not conflict with this objective.”*

In considering this subdivision application Council is required to have due regard for provisions contained in the following planning documents prior to formulating its response to the WAPC:

- Shire of Wagin Town Planning Scheme No.2; and
- WAPC Development Control Policy No. DC 3.4 – Subdivision of Rural Land

The following is an assessment of the subdivision proposal in the context of the specific requirements of these documents to determine its general suitability.

Shire of Wagin Town Planning Scheme No.2

Lots 1683 and 2385 are currently classified ‘Rural’ zone in the Shire of Wagin Town Planning Scheme No.2 (TPS No.2). In relation to land classified ‘Rural’ zone TPS No.2 states that:

“The Rural Zone is to be used predominantly for agricultural, single residential and public recreational uses. Other uses listed in Table 1 may be permitted at the discretion of Council if they are considered to be an integral part of the rural environment and where Council is satisfied that they will benefit the community and not result in being a nuisance.”

The subdivision proposes the realignment of lot boundaries for farm management purposes **only** and to that extent **does not** propose the creation of any additional lots. In considering the nature and intent of the proposed subdivision against the broad objective of the ‘Rural’ zone contained in TPS No.2 it may be concluded that the proposal will facilitate the ongoing use of the land for agricultural purposes and is therefore consistent with the Scheme’s objective for ‘Rural’ zoned land.

Notwithstanding the proposal’s compliance with the general objective of the ‘Rural’ zone under TPS No.2, it is also noted that the Shire’s TPS No.2 does not offer any specific guidance to Council in considering proposals to subdivide land within this zone (such as designating a minimum lot size or dimensions), except for clause 6.5 which requires (*inter alia*) that Council, when considering any application for planning approval, has due regard for “*any relevant policy of the Commission or any planning policy adopted by the Government of the State of Western Australia.*”

WAPC Development Control Policy No.DC 3.4 – Subdivision of Rural Land

WAPC Policy No.DC 3.4 is a relevant State government policy that Council is required to have due regard for when considering any proposal to subdivide rural land within the Shire. A key objective of Policy No.DC 3.4 is to only support the realignment of rural land boundaries where:

- (i) the new boundaries reflect good environmental and land management practices;
- (ii) no additional dwelling entitlements are created or where the dwelling entitlements are removed or reduced; and
- (iii) the proposal is intended to facilitate the ongoing agricultural usage on all of the lots.

Taking into consideration the above criteria, the reporting officers concur with the justification provided by the proponent in support of the application and form the view that approval of the application as proposed is generally consistent and will not therefore conflict with the relevant provisions of the Shire’s current TPS No.2 or WAPC Policy No. DC 3.4.

Conclusion

It is concluded from an assessment of the proposed subdivision of Lots 1683 and 2385 Queerearrup Road, Wedgecarrup into two (2) new separately titled lots that the proposal is consistent with the objectives and criteria contained within the Shire of Wagin Town Planning Scheme No.2 and WAPC Policy No. DC 3.4 – Subdivision of Rural Land and is therefore capable of being supported by Council. Accordingly, it is recommended that Council advise the WAPC that it unconditionally supports the application in accordance with the details of the submitted plans.

Statutory Environment

- Shire of Wagin Town Planning Scheme No.2
- Planning and Development Act 2005

Policy Implications

- WAPC Development Control Policy No. DC 3.4 – Subdivision of Rural Land

Budget Implications

Nil

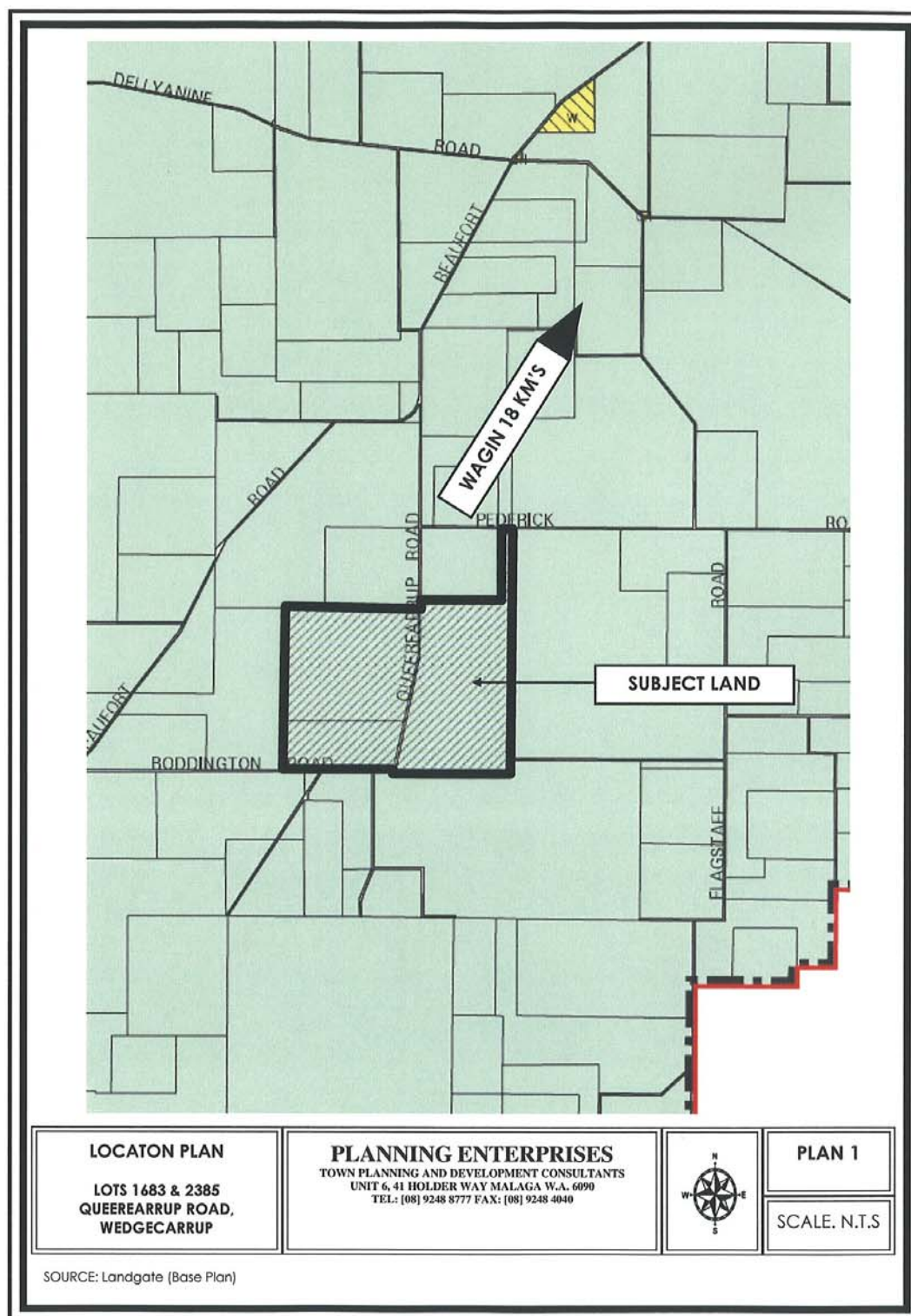
Officers Recommendation

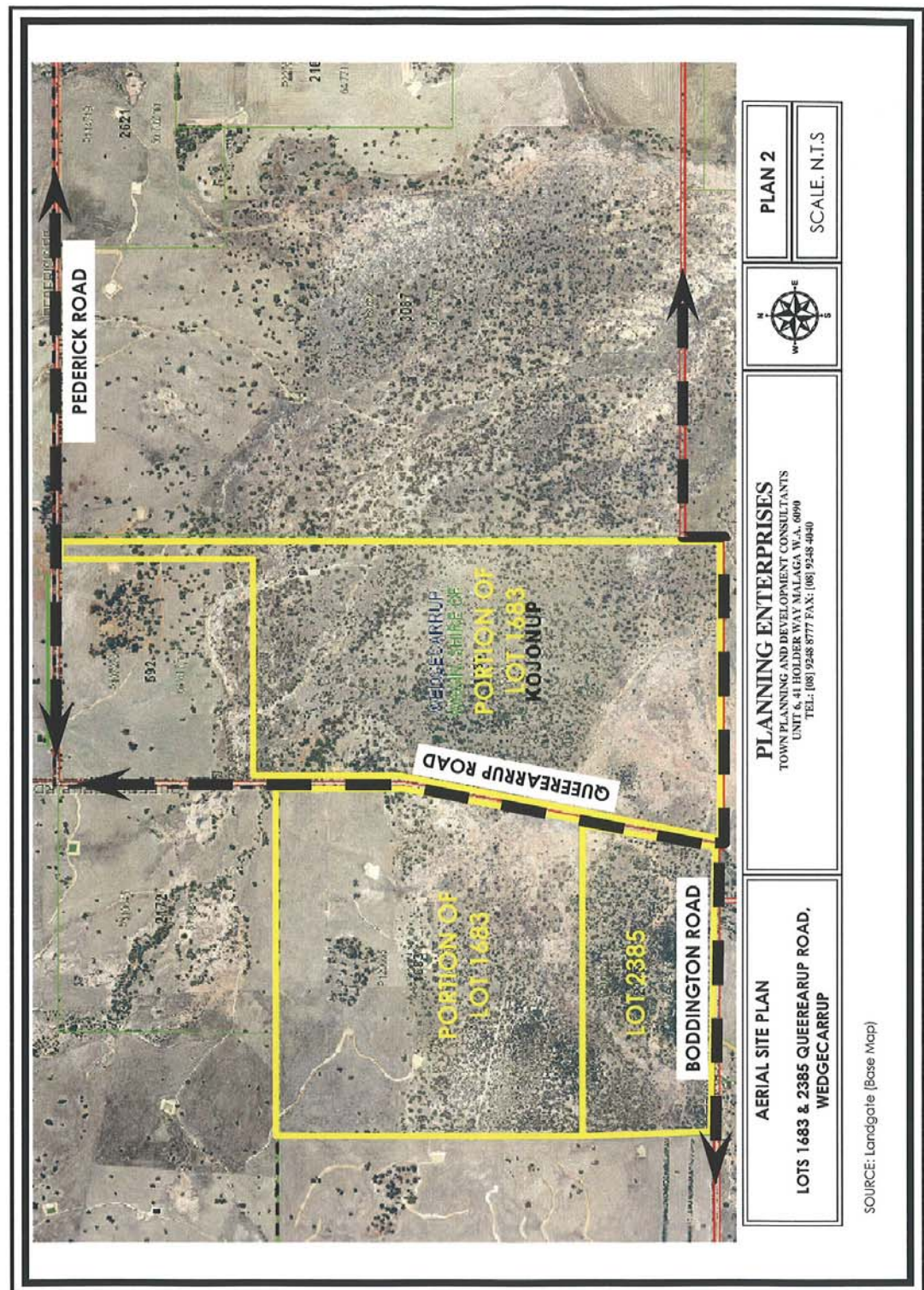
That Council resolve to advise the Western Australian Planning Commission that it unconditionally supports the proposed subdivision of Lots 1683 and 2385 Queerearrup Road, Wedgecarrup into two (2) new separately titled lots in accordance with the details of the plans submitted in support of the application by Harley Survey Group on behalf the current landowner Mr Geoffrey Tyson Scanlon.

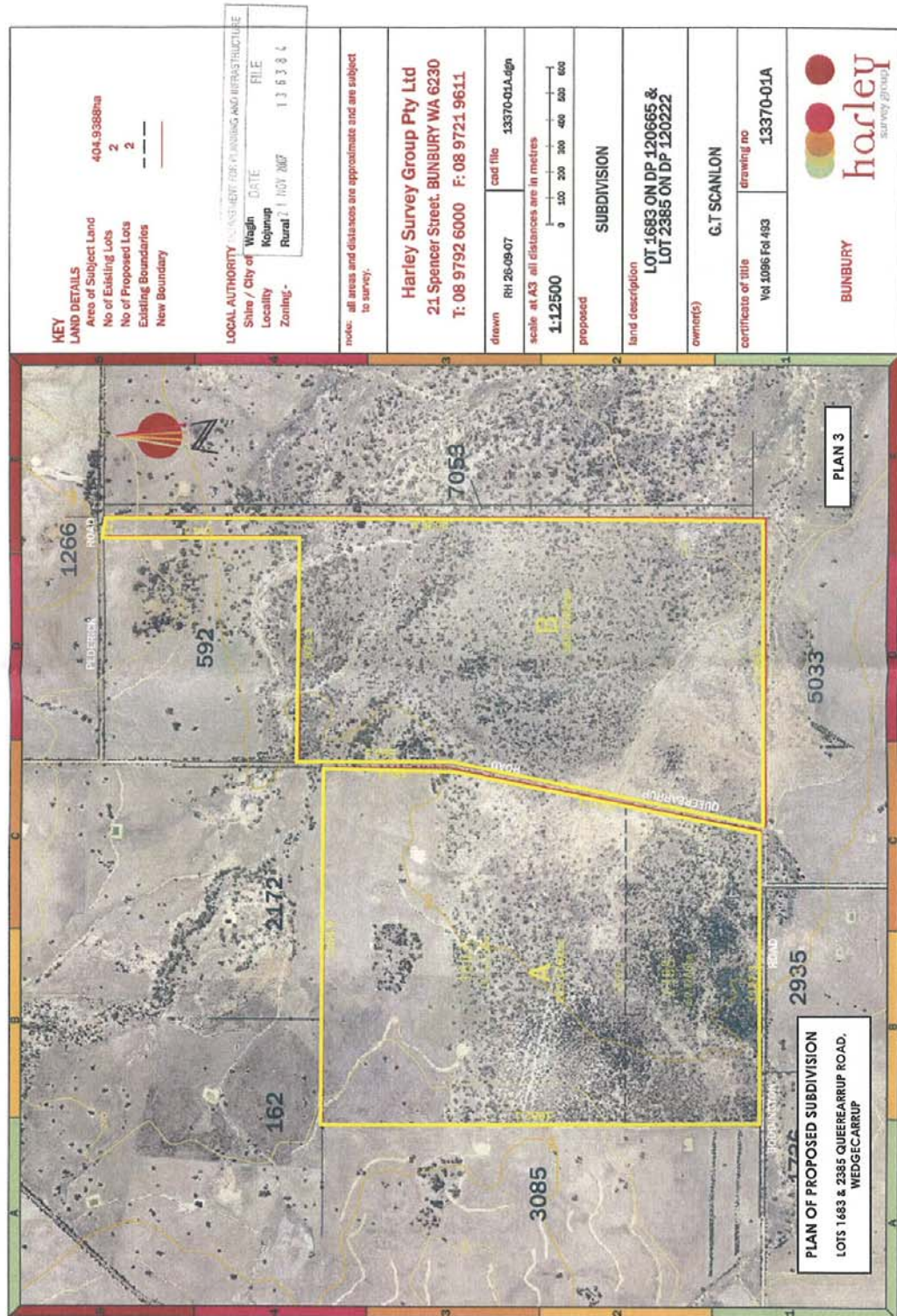
Council Resolution**618 Cr PJ Blight/Cr KM Draper**

That the Officer's Recommendation be adopted.

CARRIED
Vote 11/0







9.1.3	House Upgrade / Renovation
Location:	Lot 330 Ballagin Street Wagin
Proponent:	Staff
Reporting Officer:	Deputy Chief Executive Officer
File:	PRO 15

Summary

The residence is for use by the Chief Executive Officer and unfortunately is not up to the current day standard offered to CEO's. With Council in the process of trying to recruit a new CEO, it is necessary to carry out some renovation work to bring the residence up to a more acceptable standard.

Background

A recent inspection of the residence at 2 Ballagin Street by Council's Special Projects Officer and myself has revealed the house is totally unsuitable to house a Shire CEO. The house is some 30 years old and it is apparent that it has had minimal expenditure over that time. There has been very little internal work and maintenance carried out over the years and now the residence requires substantial maintenance and renovation work to bring it up to a satisfactory standard.

This financial year Council has budgeted the following works at the property –

*	New Verticals in the Lounge -	\$1,000
*	New Curtains in Bedroom 1 -	\$1,000
*	New Security Doors -	\$4,000
*	Reseal Shower -	\$7,000
*	Paint Internally & Externally	\$8,000
*	Repoint Roof	\$1,500

The Special Projects Officer has compiled a scope of proposed work which is attached for your information. The scope of work required is substantial and includes the items already budgeted.

Comment

There is an urgency to provide a quality residence for a prospective CEO and there is a seven week window of opportunity whilst the house is empty to carry out the proposed work.

Council needs to be aware that it is a difficult time of the year to engage resources and it will be difficult to obtain multiple quotes, Council will have to go with what staff think is reasonable for pricing of works.

Council has budgeted \$22,500 to complete the above works, it is estimated a further \$40,000 is required to complete all the work detailed in the attached scope of proposed work.

Council has earmarked \$30,000 towards the replacement of a new ablutions block near the Library, as there is some uncertainty of what type of ablutions block to build, Council may wish to defer this project and reallocate the funds to this house renovation. Council has also made significant savings of \$10,000 in replacing the

Swimming Pool rear colourbond fence. Council could also utilise funds from the Municipal Building Reserve.

Statutory Environment:

Nil

Policy Implications:

Nil

Budget Implications:

The estimated cost of \$40,000 has not been allocated in the current budget, however the project could be funded with the reallocation of funds from the deferment of the Library ablutions block and savings made from of the Swimming Pool fence.

Officer's Recommendation

1. Council approve the residence at 2 Ballagin Street, Wagin to be upgraded as per the attached scope of work with an additional maximum funding of \$40,000.
2. Council approve the reallocation of funds to this upgrade previously allocated to the Library ablutions block (\$30,000) and savings made from the Swimming Pool fencing project. (\$10,000)

Council Resolution

619 Cr PJ Blight/Cr IC Cumming

That the Officer's Recommendation be adopted.

**CARRIED BY AN
ABSOLUTE MAJORITY**
Vote 11/0

2 Ballagin Street Upgrade

Scope of proposed work

1. Roof tile repairs/ re-point ridge caps and repair around tile fire chimney
2. Provide Security doors x 4
3. Clear weeds in gutters
4. Repair rear leaking tap
5. Replace sliding window fly screen mesh - all windows
6. Provide front gate (missing)
7. Provide letter box cover (missing)
8. Replace 1 tile in Laundry
9. Replace light switch in Laundry
10. Complete bathroom waterproofing refurbish (leaking through wall)
11. Replace main bathroom Shower screens
12. Repair bathroom door frame
13. Bedroom 4 *
14. Bedroom 3 *
15. Bedroom 2 *, repairs to ceiling from water ingress
16. Hallway repair wall from water leak (item 10) in linen press
17. Family Room Clean Fireplace and tile fire
18. Bedroom 1 *
19. En-suite complete bathroom waterproofing refurbish (leaking through wall) replace florescent light fitting and repair shower screen
20. Lounge repair wall damage (from 19)
21. Front entry repair ceiling from roof water leaks
22. Kitchen replace Oven, cook top, cupboard doors
23. Garage replace roller door locks
24. Replace all tap handles, shower roses and spigots
25. * Replace all curtains/blinds and light shades all rooms, recarpet all rooms, complete internal paint
26. Complete external paint
27. Garden tidy-up including reticulation controller replacement

Note: there are substantial cracks in many walls, to be repaired with the painting.

9.2 FINANCE AND ADMINISTRATION

9.2.1	Request for Financial Assistance
Location:	Recreation Reserve
Proponent:	Wagin Trotting Club
Reporting Officer:	Chief Executive Officer
File:	PRO 14

Summary

The proponent has written to Council seeking a financial contribution of \$7,091 to construct a new track fence around a portion of the Trotting track.

Background

The Wagin Trotting Club have been advised by the RWWA that their existing fencing is not compliant with the minimum height requirements of 1.2m.

The eastern corner is currently being renewed through a joint partnership between Council and the proponent. The remaining section of fencing as proposed by the proponent will be a Pool fence style as per the attached.

The bricked section of fence will also require a separate pipe rail to be installed so that the minimum 1.2m height requirements is obtained.

Comment

Given the various users of the Wagin Recreation Reserve, it may be preferable for Council to consult with the other main users before any firm decision is made on the exact standard and design.

In addition to this Council will need to determine its level of commitment to this project, given that it will significantly benefit the overall outlook of the facility. The proponent is seeking a commitment from Council to fund the materials which total \$7,091 and the WTC will install the fencing.

Statutory Environment

Local Government Act 1995

Policy Implications

N/A

Budget Implications

No budget allocation has been made for this request.

Officer's Recommendation

For Council consideration and direction

Council Resolution

620 Cr P J Blight/Cr DK Morgan

That Council refer the new fence concept to the Sportsground Advisory Committee for consultation with the other main users of the Sportsground.

CARRIED

Vote 11/0

SHIRE OF WAGIN

13 DEC 2007

RECEIVED

WAGIN TROTTING CLUB
P.O. Box 209 Wagin 6315

WAGIN SHIRE COUNCIL

Arthur Rd Wagin

Dear Councillers,

As you may or may not be aware the WTC was recently subjected to a national standards safety audit of our infrastructure by the W.A. controlling body RWWA . Wagin fell short in a few areas with the most noticeable being the height of our existing outer track fence not complying with the minimum requirement of 1.2 metres.

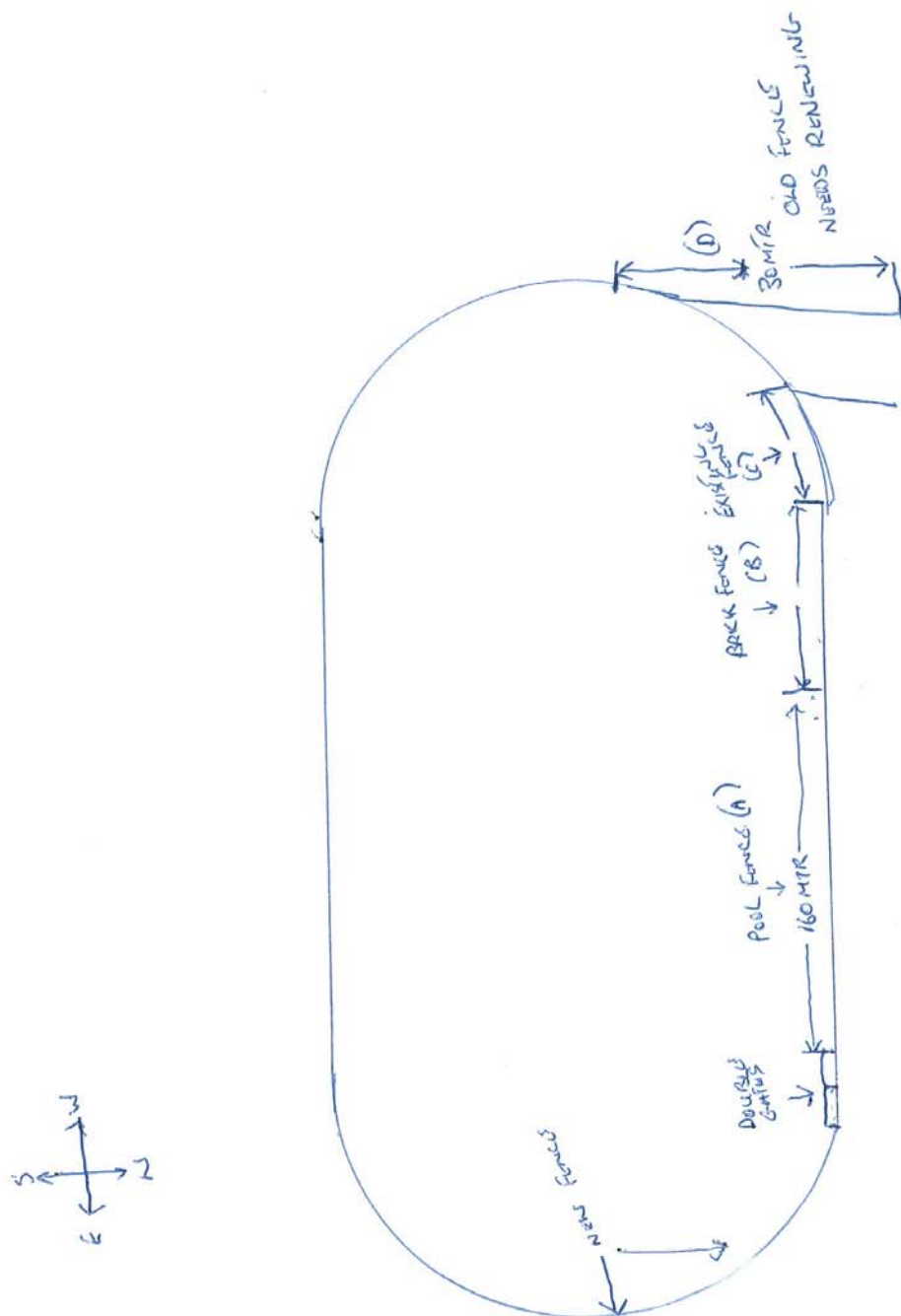
We are currently renewing the eastern corner to conform to RWWA standards of top and bottom rail and chain mesh, which should be finished in time for our 1st meeting on Dec 21 and greatly appreciate council's financial support in completing this. The next section to be done is from the double gates on the north eastern end of the track heading west up to the start of the brick fence. The brick fence requires a pipe around the top for it to comply to the minimum height standard. Aussie stockyards have supplied and quoted all materials at cost and have supplied a quote for the section from the double gates up to the brick fence with the same type of fence, not including the chain mesh. The existing fence is non-conforming and very outdated and in need of replacement. Ken Dowdell has suggested we look at doing this section with Arc Pool Fencing as it is much more attractive, easy to erect and, should it be damaged, is easy to replace in 2.4 metre sections.

This is an opportunity to renew this section with modern attractive fencing, which is appealing to the community and other sporting clubs, whilst conforming to safety standards for RWWA and the trotting club. The remaining sections B, C and D (map included) are minor and not very costly to bring up to the safety standards. Therefore, we ask council to consider funding the cost of materials to complete this upgrade which will, at the same time, enhance the grounds for the community and require little maintenance for years to come. WTC will be supplying volunteers to assist Aussie Stockyards with the construction.

Yours Sincerely



Matthew Spurr
President Wagin Trotting Club



Aussie Stockyard Quote

(A) Arc Pool Fence: \$35.00/mtr (Ken supplies at cost price)

160m x \$35.00 = \$5,600.00

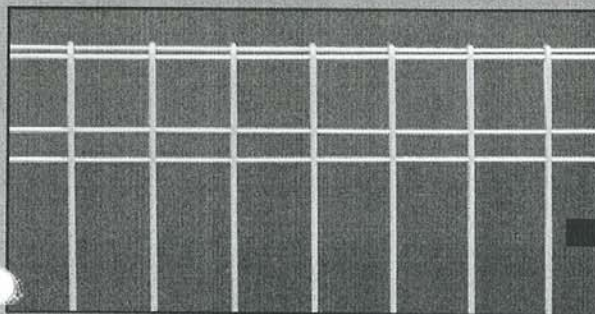
(B) Pipe Rail on top of bricks: \$480.00

(C) Pipe rail on top of existing fence: \$480.00

(D) Lead on to track 30mtr \$381.00
Chain Mesh 30mtr \$150.00

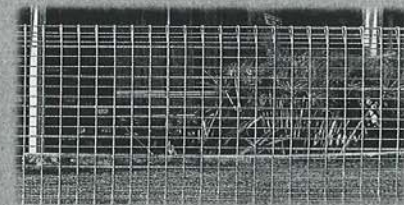
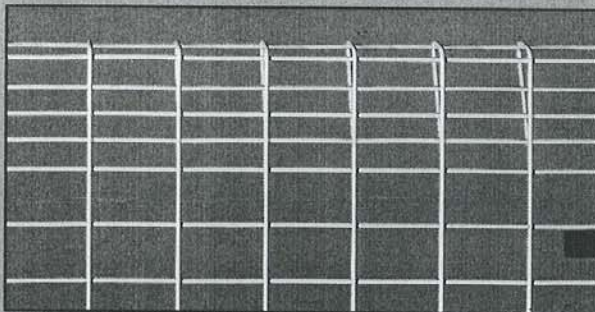
Total: \$7,091.00

Your guide to decorative *Pool & Garden* ARC Fences.



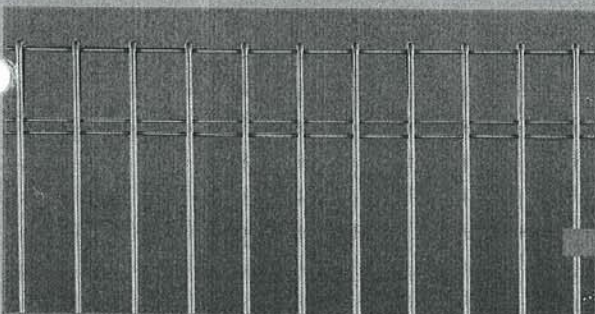
BANKSIA

Roll top & bottom. 5mm line & vertical wire, spaced 75mm apart. A simple design for any front fence or garden application.



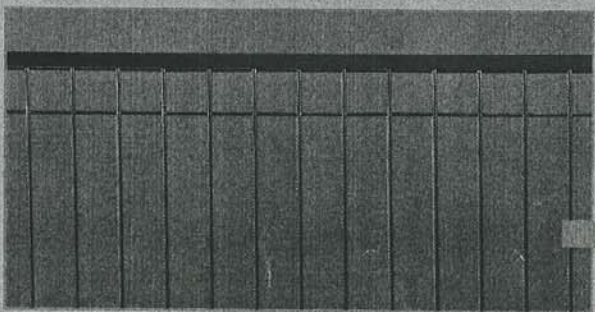
ACACIA/CLASSIC

Roll top & bottom. 5mm wire, 50 x 75mm mesh. Bringing a country look to the suburbs.



WATTLE

Roll top & bottom. 8mm wire, spaced 75mm apart. For garden & pool applications. A fence that suits any style home.



WILLOW/SUNSHINE

Top & bottom rail. 8mm wire, spaced 75mm apart. For garden & pool applications. Simple in design, yet effective.

9.2.2**Katanning Runaway Bus 2008****Location:****Shire of Wagin****Proponent:****Great Southern Development Commission****Reporting Officer:****Chief Executive Officer****File:****CNL 11****Summary**

Each year the Great Southern Development Commission organises a bus service for teenagers to visit Albany for the day. The service runs twice a week during January and a small contribution towards the cost is requested.

Background

The Katanning Runaway Bus service has been running for a few years now and has proven to be a popular service for 14 – 18 year olds. The service is also available to younger people if supervised by a parent or guardian. The bus collects participants from Wagin, Woodanilling, Katanning, Broomehill, Tambellup, Cranbrook, Kendenup and Mt Barker and returns the same day.

Each participant contributes \$5 for the round trip.

Council funded a donation of \$100 towards the service for 2007

Comment

Our community are very supportive of this service and Council should see fit to match its contribution from 2007 or consider an increase in recognition of the value that we place on this service continuing in the future.

Statutory Environment

Local Government Act 1995

Policy Implications

N/A

Budget Implications

No budget allowance has been made but a small donation could be made from the Public Relations area.

Officer's Recommendation

That Council make a donation of \$150 to the Great Southern Development Commission to assist with the Katanning Runaway Bus 2008 service.

Council Resolution**621 Cr PJ Blight/Cr KM Draper**

That the Officer's Recommendation be adopted.

CARRIED
Vote 11/0

Want School Holiday Fun?

Jump on the Runaway Bus



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It is the responsibility of participants to return to the departure point on time.

PLEASE NOTE: No responsibility will be taken for participants whilst in Albany

TOWN	LOCATION	PICKUP TIME	DROP OFF TIME
Wagin	Westrail Bus Stop	7:00am	7:00pm
Woodanilling	Caravan Park	7:40am	6:20pm
Katanning	Westrail Bus Stop	8am	6pm
Broomehill	Westrail Bus Stop	8.15am	5.45pm
Tambellup	Westrail Bus Stop	8.40am	5.25pm
Cranbrook	Back of Shire Offices	9.10am	5pm
Mt Barker	Westrail Bus Stop	9.40am	4.30pm
Albany	CBD	10.15am	4pm
Albany	Middleton Beach	10.25am	3.45pm

9.2.3**Review of Delegations Register****Location:****Shire of Wagin****Proponent:****Deputy Chief Executive Officer****Reporting Officer:****Deputy Chief Executive Officer****File:****Summary**

Section 5.18 and 5.46 of the Local Government Act 1995 require a local government to keep a register of the delegations that it makes to Committees and staff and to at least once in every financial year to review its delegations.

Background

Council reviewed its delegation register in April 2007. Following recent appointments made since the review was undertaken additional amendments are now required.

Comment

The delegation Register as reviewed by staff is attached. Changes have been made to include Torre Evans (Town Supervisor) and Robert Mcnamara (Plant Operator / Labourer / Ranger). The deletions that have been made include Braden Fisher, Peter Inglis and Steven Strnadica.

Statutory Environment

Sections 5.18 and 5.46 of the Local Government Act 1995 require an annual review of the Delegations Register to be conducted.

Policy Implications

N/A

Budget Implications

Nil

Officer's Recommendation

That Council in accordance with the requirements of the Local Government Act 1995, approve the Delegations Register as presented.

Council Resolution**622 Cr DK Morgan/Cr BW Anderson**

That Council in accordance with the requirements of the a Local Government Act 1995, approve the Delegations Register as presented and also to include the Special Projects Officer as authorised to carry out swimming pool inspections.

CARRIED

Vote 11/0

Note: Reason for difference in Officer's Recommendation is Council deemed it necessary to delegate authority to the Special Projects Officer to carry out Swimming Pool Inspections.

SHIRE OF WAGIN**DELEGATIONS REGISTER****ADMINISTRATION POLICIES**

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Selection of staff Deputy Chief Executive Officer and Works Manager	1	Authority to Appoint	CEO		Shall conduct interviews. In conjunction with Council panel	16/05/06
Administration Support Staff - Ranger & Librarian	1	Authority to appoint and dismiss staff	CEO		In accordance with Award	16/05/06
Depot staff	1	Authority to appoint and dismiss staff	CEO	Manager of Works in conjunction with CEO	In accordance with Award	16/05/06
Salary Reviews	1	Authority to amend salaries	Finance and General Purposes Committee		Conduct salary review	16/05/06
Conference - Seminars	1	Authority to approve attendance and reasonable costs	CEO		Enhancement of knowledge and service to Council	16/05/06
Annual Leave	1	Authority to authorise annual leave	CEO		Note: Shire President to authorise CEO's leave	16/05/06
Study Leave	1	Authority to approve unpaid study leave	CEO		Note: Council to authorise paid study leave	16/05/06
Rostered Days Off/Time in Lieu	1	Authority to approve RDO/Time in Lieu accumulation.	CEO	DCEO and Manager of Works for relevant staff.		16/05/06

SHIRE OF WAGIN**DELEGATIONS REGISTER**

ADMINISTRATION POLICIES						
<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Staff Training	1	Authority to approve attendance at training courses	CEO		In consultation with DCEO and Works Manager	16/05/06
<i>AUTHORISED OFFICERS</i>						
Authorised Officers Local Govt Act		Authority to act as Authorised Officers Sect 3.24, 3.25, 9.10 of Local Govt Act 1995	Brian Allan Roderick Steven Thomas Friend Allen Douglas Hicks			15/08/06
Authorised Officers Dog Act		Appointed as Authorised Officers	Brian Allan Roderick Allen Douglas Hicks Steven Thomas Friend Ronald Arthur Hollands Robert Alan Mcnamara			17/04/07
Registration Officers Dog Act		Appointed as Registration Officers	Debra Jane Stephens Brian Allan Roderick Debbie Joy Thompson Kerry Patricia Tacken Maree Joan Hough			17/04/07
Authorised Officer Caravan Park & Camping Ground		Appointed as Authorised Officers under the Regulations as follows Issue Infringement Notices Sch 4 of Regulations Issue Infringement Notices Reg. 10 Illegal Camping	CEO, DCEO & PEHO/BS CEO & Manager of Works CEO, DCEO & PEHO/BS Robert Alan Mcnamara			15/08/06

SHIRE OF WAGIN**DELEGATIONS REGISTER****ADMINISTRATION POLICIES**

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
		Authority to withdraw or extend Infringement Notices	CEO DCEO			16/05/06
Firearms Policy	6	Authority to receive payment of modified penalties under Sch 4 Authority to store Firearms on Council property in a suitable location	CEO, DCEO, Executive Assistant, Finance Officer, Clerical Officer CEO			
Power to Lease	Res # 9687	Power to Lease residence at 5 Warwick Street	CEO		Short Term at Market Rental if not required by staff	16/05/06
Cemetery Local Law 2001 (Authorised Officers)	Res #321	Issue permits, issue/withdraw infringements, issue notices	CEO, DCEO & PEHO/BS			15/08/06
Fencing Local Law 2001 (Authorised Officers)	Res #321	Issue notices	CEO, DCEO & PEHO/BS			15/08/06
Local Government Property Local Law 2001 (Authorised Officer)	Res #321	Issue permits, issue/withdraw infringements, issue notices	CEO,DCEO , PEHO/BS & Manager of Works			15/08/06
Pest Plant Local Law 2002 (Authorised Officer)	Res #321	Issue notices	CEO, DCEO, PEHO/BS & Manager of Works			15/08/06
Control of Refuse on Building Sites Local Law 2001 (Authorised Officer)	Res #321	Issue/withdraw infringements, issue notices	CEO, DCEO & PEHO/BS			15/08/06
Activities on Thoroughfares and Trading in Public Places Local Law2001 (Authorised Officer)	Res #321	Issue/withdraw infringements, issue permits, issue notices	CEO,DCEO, PEHO/BS & Manager of Works			15/08/06

SHIRE OF WAGIN**DELEGATIONS REGISTER****COUNCIL POLICIES**

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Use of Common Seal (authorisation)	3	Authority to apply seal	Shire President and CEO		To documents requiring Shire President's and CEO signatures without resolution of Council.	16/05/06
Invitation for tenders	8	Authority to invite tenders	CEO		In accordance with approved budget	16/05/06
Media (authorisation)	6	Authorised spokesperson on behalf of Council	Shire President and CEO		These may authorise other Councillors	16/05/06
Civic Awards	11 Res # 9924	Awarding of Civic Awards in line with policy	Civic Awards Committee, Shire President, Deputy President & CEO		In line with budget allowance	

SHIRE OF WAGIN
DELEGATIONS REGISTER

HEALTH/BUILDING POLICIES

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Relocated Dwelling or Building	10	Authority to approve relocated dwellings within the Wagin Townsite in matters of emergency	Health Building and Planning Committee		Subject to conditions listed in Policy	16/05/06
Swimming Pool Inspections (authorisation)	1	Authority to conduct private swimming pool inspections	CEO & PEHO/BS			15/08/06
Approval/Refusal building applications	4	Authorisation to approve or refuse applications	CEO & PEHO/BS		Vide Section 374 (1b) Local Government (Miscellaneous Provisions) Act	15/08/06
Discount Sale - Outside Vendor (not permitted)	3	Authority to grant exemption	CEO		For Local Organisations	16/05/06
Dumping of Grain	6	Authority to accept small quantities of grain at Wagin refuse site	CEO		Staff time charged at Private Works rates	16/05/06
Health & Safety	7	Appointment of Safety and Health Co-ordinator	CEO			16/05/06
Planning Applications	22	Authority to grant approval to applications for permitted uses	CEO	PEHO/BS	Development complies with all requirements of Town Planning Scheme No 2	15/08/06
Septic Tanks Approval	Res # 321 Aug 2006	Authority to exercise powers conferred on Local Government for purpose of Reg 4 & Reg 10(2) of the Health (Treatment of Sewerage and Disposal of Liquid Waste) Regs 1974	CEO & PEHO/BS			15/08/06

SHIRE OF WAGIN
DELEGATIONS REGISTER

FINANCE POLICIES

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Investments	4	Authority to invest surplus funds	CEO	DCEO	Term deposits in accordance with Section 6.14 of LGA and Section 19 of Local Government (Financial Management) Regulations 1996.	16/05/06
Rates	19	Authority to accept applications for deferment or instalments	CEO		Reasonable requests in consultation with Shire President	16/05/06
Townscape painting subsidies	8	Authority to approve subsidies	Townscape Committee		1/3 rd cost up to \$500 subject to policy guidelines	16/05/06
Rental – Staff Housing and Council Motor Vehicles	24	Authority to review staff rentals as part of Salary review.	Finance and General Purposes Committee			16/05/06
Responsible Employee - Annual Statements	18	Regulation 51 Local Government (Financial Management) Regulations 1996 delegation of Responsible Employee	CEO			16/05/06
Rates Concession Incentives – Commercial Property	19	Authority to determine whether direct competition exists.	CEO		In conjunction with Shire President	16/05/06
<i>AUTHORISATIONS</i>						
Alternate cheque approvals	14	Authority to approve cheques for payment	CEO	DCEO in CEO's absence.	Subject to policy guidelines	16/05/06
Cheque Signatory	14	Authority to sign cheques	CEO and DCEO		DCEO in CEO's absence	16/05/06
Accounts Certifying	12	Authority to certify accounts for payment	DCEO, Manager of Works, CEO, PEHO/BS & Town Supervisor		Finance Officer in DCEO's absence	15/08/06

SHIRE OF WAGIN**DELEGATIONS REGISTER****FINANCE POLICIES**

<u>POLICY TITLE</u>	<u>NUMBER</u>	<u>PARTICULARS</u>	<u>DELEGATED TO</u>	<u>ON DELEGATED</u>	<u>CONDITIONS</u>	<u>REVIEWED</u>
Issuing of Council Orders	13	On authority to issue orders	CEO, DCEO, Manager of Works, Special Projects Officer & Town Supervisor		Finance Officer in absence of CEO & DCEO expenditure is budgeted or authorised by Council	16/05/06
Corporate Credit Card	20	Authority to Use a Master Card – Business Card	CEO, DCEO, Manager of Works.		Circumstances listed in Policy	16/05/06
Legal Representation – Costs Indemnification	22	Authority to organise urgent legal representation.	CEO		Up to \$5,000 where there is a need for urgent legal services prior to an application being able to be considered by Council	16/05/06

9.2.4	Contract for the Provision of Licensing Services
Proponent:	Department of Planning and Infrastructure
Location:	Shire of Wagin
Reporting Officer:	Deputy Chief Executive Officer
File:	DEP 30/1

Summary

Council operates as an on-line licensing agent for the Department of Planning and Infrastructure. The existing contract expired on the 30th June 2007 and a new ten year contract commencing on 1st January 2008 had been prepared for Council to sign.

Background

The Department of Planning and Infrastructure has recently undertaken two reviews regarding the provision of licensing services, being Regional Service Delivery and payment of Shire Commissions. The recommendations from the review have been implemented in this new contract including an increase in commissions paid to Local Governments by 27%. WALGA represented all Local Governments during the contract negotiations with the Department of Planning and Infrastructure.

Comment

A licensing service in Wagin is a necessity to serve the community and potential vehicle dealerships. Without this service our community would be forced to travel to a nearby Licensing centre to perform their licensing requirements and may then also attend to other business in that town.

The new contract is for a period of ten years, however either party may terminate the Contract by mutual agreement with no penalties to either party. The contract also stipulates that commissions paid will increase on the 1st July each year in line with CPI, however in the event of a downward movement the commission rates will remain unchanged from the previous year.

Statutory Environment

Department of Planning and Infrastructure Contract

Budget Implications

A Budget allocation of \$48,000 in commission is proposed for 2007/2008 on the assumption that Council would be an agent for the whole financial year.

Policy Implications

Nil

Officer's Recommendation

That Council agree to the new ten year contract with the Department of Planning and Infrastructure for the provision of its on-line licensing and registration service, and authorise the Acting Chief Executive officer to sign the contract on behalf of Council.

Council Resolution**623 Cr JL Ewen/Cr GR Ball**

That the Officer's Recommendation be adopted.

CARRIED
Vote 11/0



CONTRACT FOR THE PROVISION OF LICENSING SERVICES

BETWEEN

SHIRE OF WAGIN

AND

DEPARTMENT FOR PLANNING AND INFRASTRUCTURE

CONTRACT 0001/2008

 CONTRACT FOR THE PROVISION OF LICENSING SERVICES

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CONTRACT FOR THE PROVISION OF LICENSING SERVICES

THIS CONTRACT is made the day of 2007.

BETWEEN:

THE CHIEF EXECUTIVE OFFICER, for the Shire of Wagin, of 2 Arthur Road, Wagin, Western Australia, 6315

(the Agent)

AND

THE CHIEF EXECUTIVE OFFICER, the Department for Planning and Infrastructure, being the DIRECTOR GENERAL under the *Road Traffic Act 1974*, of Albert Facey House 469 Wellington Street Perth Western Australia 6000.

(the Principal)

RECITALS

- A. The Director General is responsible for the administration of the licensing provisions of the *Road Traffic Act 1974* (the Act).
- B. Section 6B of the Act empowers the Director General to enter into agreements for the performance of the Director General's functions under the Act.
- C. The Director General wishes to enter into an agreement for the performance of certain of the licensing functions under the Act described in this Contract.
- D. The Agent is prepared to perform the licensing functions described in the Contract on behalf of the Director General and the Director General is prepared to remunerate the Agent accordingly.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

Adjustment has the same meaning as in the *GST Act*.

Adjustment Note has the same meaning as in the *GST Act*.

Agent means the Local Government Body, Government Department or Body Corporate that is a party to this Contract and, where the context permits, includes Personnel.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

Agent's Representative means the person(s) so identified in Schedule C to this Contract, and includes any person(s) for the time being acting in the place of such a person.

Business Day means any day, except a Saturday, Sunday or a public holiday in Perth, Western Australia.

Business Rules means the rules set by the Department from time to time setting out business processes and policies including but not limited to document handling, financial, banking and/or electronic operating procedures.

Commission means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the *Schedule of Rates* at Schedule B to this Contract.

Commissioner of Taxation means the person so appointed pursuant to section 6B of the *Taxation Administration Act 1953*.

Conditions means the terms and conditions set out in this Contract.

Confidential Information means information in respect of the Contract that:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Contract to be confidential; or
- (c) the other party knows or reasonably ought to know is confidential

Consumer Price Index means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) published by the Australian Bureau of Statistics.

Contract means this Contract between the Principal and the Agent for the supply of Services by the Agent and includes the schedules attached hereto;

Contract Material means:

- (a) Services supplied under the Contract;
- (b) all material created for the purposes of the Contract;
- (c) all material copied or derived from material referred to in paragraphs (a) and (b) and
- (d) includes, but is not limited to:
 - (i) information technology and software applications developed by either Party for the purpose of the Agent undertaking the Services under this Contract;
 - (ii) any manuals, business rules or quality systems developed by either Party for the purpose of performing, undertaking or completing the Services under this Contract; and
 - (iii) any other systems developed by either party for the purpose of performing, undertaking or completing the services under this Contract.

Copyright Act means the *Copyright Act 1968 (Cth)*.

CTT means the Computerised Theory Test that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

Database means the Principal's motor vehicle and driver licensing database, known as TRELIS.

Direction includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal.

Department means the Department for Planning and Infrastructure or such other person or government agency which is responsible for assisting the Principal with:

- (a) the administration of this Contract; and / or
- (b) the provision of Licensing Services.

Employee means:

- (a) where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the *Local Government Act 1995*, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as defined under the *Public Sector Management Act 1994* or a clerk or servant as defined under the *Criminal Code Act 1913*; or otherwise.
- (b) a person employed or engaged by the Agent, as the case may be.

Employee Confidentiality Undertaking means the *Employee Confidentiality Undertaking* at Schedule E to this Contract, to be executed by Personnel prior to the commencement of their involvement in providing the Services.

Event of Default means the occurrence of any one of the following events:

- (a) the Agent breaches an obligation under the Contract that cannot be remedied, including a breach of its confidentiality obligations; or
- (b) the Agent breaches any other obligation under the Contract and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
- (c) the Agent commits three (3) separate breaches of its obligations under the Contract over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
- (d) a representation or warranty made by the Agent under the Contract is or becomes untrue or is breached; or
- (e) an Insolvency Event occurs in respect of the Agent; or
- (f) the Agent ceases, or, in the reasonable opinion of the Principal will likely imminently cease, to carry on business; or
- (g) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention; or
- (h) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
- (i) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

- (j) any of the Agent's Personnel breaches the terms of the Employee Confidentiality Undertaking; or
- (k) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (l) where applicable, the Agent breaches its duty under the *Local Government Act 1995*.

Graduated Driver Training and Licensing System means the system that allows new drivers to acquire their drivers licence by completing a number of assessments, including the CTT and HPT, and by gaining experience by driving under supervision in a wide range of conditions.

GST has the same meaning as in the *GST Act*.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

HPT means the Hazard Perception Test that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

- (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
- (ii) stops or suspends payment of all, or a class of, its debts; or
- (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or
- (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)*; or
- (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Owner means, unless expressly otherwise provided the Crown in right of the State of Western Australia.

Intellectual Property Rights means:

- (a) patents, copyright, Moral Rights, performance rights (as described in Part XIA of the *Copyright Act*), rights in circuit layouts, registered designs, trade marks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights described in (a) above.

Logbook means the Logbook that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Moral right has the same meaning as in the *Copyright Act*.

Party means a party to this Contract and **Parties** means both parties to this Contract.

PC means personal computer and includes a central processing unit, monitor, mouse and keyboard.

Personnel means all Employees engaged in relation to the supply of the Services.

Physical stock means the following items provided by the Principal to the Agent for the purpose of facilitating the Agent to undertake the services:

- (a) forms for completion by the Principal's customers;
- (b) printer base stock;
- (c) vehicle licence stickers and discs;
- (d) vehicle licence plates;
- (e) Logbooks; and
- (f) licensing publications and information material.

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Pre-existing Material means a work (as defined in the *Copyright Act*), a product or any other material which satisfies all of the following criteria:

- (a) the work, product or other material was created prior to the commencement of the Contract;
- (b) the Intellectual Property Rights in the work, product or other material are not owned by the Crown in right of the State of Western Australia or the Principal; and
- (c) the work, product or other material is required specifically for, or in connection with, the Services or Records.

Premises means any premises which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

Principal's Representative means the person(s) so identified at Schedule C to this Contract, and includes any person(s) for the time being acting in the place of such a person.

Processing Error Rate has the meaning assigned in the *Service Specification* at Schedule A of this Contract.

Recipient Created Tax Invoices has the same meaning as in the *GST Act*.

Representative(s) means either or both the Agent's Representative(s) or the Principal's Representative(s) as the context requires.

Records means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

Schedule of Rates means the schedules at Schedule B to this Contract

Services means the licensing functions described in the *Service Specification* at Schedule A to this Contract, to be supplied by the Agent in accordance with this Contract.

Specification means the specification of the Services described in the *Service Specification* at Schedule A to this Contract.

State records has the meaning ascribed to that phrase in the *State Records Act 2000*.

Term means the period from the Date of Commencement provided in clause 2.1 to the date when the Contract expires or terminates, and includes any extension agreed by the parties in writing.

1.2 Interpretation

In the Contract Documents, unless the context otherwise requires:

- (a) 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 authority, a public body, a company and an incorporated or unincorporated association or body of persons;

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- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (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 the Contract or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;
- (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 Contract;
- (i) all the provisions in any schedule, attachment or appendix to this Contract are incorporated in, and form part of, this Contract and bind the Principal and the Agent;
- (j) headings are included for convenience and do not affect the interpretation of this Contract;
- (k) 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;
- (l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Contract;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) 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
- (t) a reference to a monetary amount means that amount in Australian currency.

2. TERM**2.1 Term**

- (a) The Date of Commencement is 1 January 2008.
- (b) Subject to any extension by agreement in writing between the parties, or its earlier termination, this Contract will expire on 31 December 2017.

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3. SUPPLY OF SERVICES**3.1 Supply of Services**

The Contractor must supply the Services during the Term in accordance with the Contract.

3.2 Scope and Quality of Services

- (a) The Agent must supply the Services in accordance with the Specification.
- (b) The Services include any reasonable Direction given by the Principal in relation to performance of this Contract.
- (c) If no standards for the Services are specified in the Contract, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.
- (d) The Agent must observe, perform and comply with any Business Rules, policies, guidelines and procedures developed by the Principal to ensure the integrity of the Services provided.
- (e) The Agent must save and file all Business Rules, policies, guidelines and procedures developed and distributed by the Principal so that they can be retrieved for ease of reference.
- (f) The Principal does not underwrite, guarantee or accept any liability for the volume or value of the Services performed under the Contract.

3.3 Additional Work

If, at the written request of the Principal, the Agent performs work that is additional to the Services, then the Principal must pay the Agent for the additional work:

- (a) at the rate of a similar Service specified in the Schedule of Rates; or
- (b) if no rate is specified in the Schedule of Rates, at a rate agreed between the Principal and the Agent; or
- (c) if no rate is agreed under clause 3.3(a) or (b) within ten (10) Business Days from the date of the Principal's request, at the reasonable rate determined by the Principal.

3.4 Unsatisfactory Services

Notwithstanding the provisions of clause 17 of this Contract, if any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal.

3.5 Value for Money Policy

- (a) The Principal has access to State Government common use arrangements which provide for discounted rates for specified services. Where it is deemed that better value for money can be achieved through the use of such common use arrangements, the Agent must access such services. The Principal will be responsible for organising approvals for the Agent to access common use arrangements.

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- (b) The Principal has access to other services contracts, such as mail distribution and printing contracts, which may provide the Agent with access to discounted rates for services. Where applicable, the Agent must access such contracts.

4. COLLECTION OF REVENUE**4.1 Familiarity with Treasurer's Instructions and *Financial Management Act 2006***

It is the Agent's responsibility to ensure that they are familiar with, and knowledgeable on, the *Financial Management Act 2006* and Treasurer's Instructions relating to the collection and banking of public monies

4.2 Forms of Payment

The Agent must accept from the Principal's customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, approved credit or debit cards, cheque and money order.

4.3 No Surcharge

Commissions specified in the Schedule of Rates are inclusive of credit card merchant fees. The Agent must not impose a surcharge, or any other form of cost recovery, on the Principal or the Principal's customers for Services performed pursuant to this Contract.

4.4 Direct Debit

- (a) The Agent must provide authorisation to the Agent's bank, the Principal and the Principal's bank to enable direct debit of the Principal's revenue from the Agent's nominated bank account to the Principal's nominated bank account on a daily basis.
- (b) The daily direct debited amount in sub-clause 4.4 (a) will be that which is collected by the Agent according to the relevant transaction and payment summary generated by the TRELIS database.

4.5 Change of Bank Account Details

The Agent must provide ten (10) Business Days' notice to the Principal prior to changing the Agent's bank account details.

4.6 Costs

The Agent is liable for any costs incurred by the Principal as a consequence of the Agent's failure to comply with sub-clauses 4.4 or 4.5.

5. PAYMENT**5.1 Commissions Payable**

Subject to the provisions of sub-clause 5.2, the Principal must pay the Agent Commissions to the value of the Services performed under the Contract in accordance with the Schedule of Rates, as certified by the Principal, less any authorised deductions in accordance with the Contract.

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5.2 Variations to Commissions Payable

- (a) On July 1 of each year of the Term, increases in the Commissions specified in the Schedule of Rates will be permitted in accordance with annual changes in the Consumer Price Index for Perth from the preceding March quarter.
- (b) In the event of downward movement, the Schedule of Rates will remain unchanged from the previous year.

5.3 Invoices

- (a) The Principal must issue transaction and payment summary reports which include, inter-alia:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal must issue tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable under the terms of this Contract, on the basis of the transaction and payment summary report for the corresponding period.
- (c) The Principal must issue a transaction and payment summary report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.
- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the supplies and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

5.4 Payment of Invoices

The Principal will pay the amount specified in a RCTI within thirty (30) business days of the last day of the month to which it relates.

5.5 Method of Payment

The Principal will directly credit Commissions payable to the Agent's nominated bank account.

5.6 No Obligation to Pay

The Principal has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with clause 3; and
- (b) the Principal is satisfied that no Event of Default has occurred and continues unremedied.

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5.7 Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:
 - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) Business Days after the date the Adjustment Note is received;
 - (ii) more than the amount that should have been paid, the Principal may:
 - (iii) debit the difference from the Agent's nominated account within twenty (20) business days after the date the Adjustment Note is received; or
 - (iv) offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in sub-clause 5.7(ii) (A) or (B), without receipt of an Adjustment Note from the Agent.

5.8 GST and other duties, taxes and charges

- (a) In this clause 5.9 the expressions "**consideration**", "**recipient**", "**supply**", "**tax invoice**" and "**taxable supply**" have the meanings given to those expressions in the *GST Act*.
- (b) All amounts in the Schedule of Rates are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Contract, the Principal must pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 5.8(c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Contract.
- (e) If a GST-inclusive price is charged or varied under the Contract, the Principal must provide the Agent with a valid Recipient Created Tax Invoice at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Contract differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal must be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

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6. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

6.1 Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Principal, and the Principal has given prior written consent to the matter disclosed, the Agent warrants in favour of the Principal that:

- (a) the Agent has no conflict of interest arising out of the Contract;
- (b) the Agent is properly authorised and has the power to enter into the Contract and perform the Agent's obligations under the Contract;
- (c) the Agent's obligations under the Contract are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Principal in connection with the Contract Documents is true and correct;
- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Contract;
- (f) no Personnel performing the Services has been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Contract.

6.2 General Warranties Made Continuously

The warranties made by the Agent under clause 6.1 are taken to be made continuously throughout the Term.

6.3 Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property supplied by the Principal to the Agent in connection with the Contract;
- (b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue;
- (c) always act ethically in connection with the Contract and in accordance with good corporate governance practices;
- (d) comply with all State and Commonwealth laws relevant to the Contract;
- (e) if the Agent obtains or has custody or control of State Records as a result of its activities under this Contract, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (f) cooperate fully with the Principal in respect of the administration of the Contract;

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- (g) ensure that no Personnel causes the Agent to breach the Contract; and
- (h) except as otherwise specified in the Contract, provide everything necessary to fully comply with all of its obligations under the Contract.

6.4 Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Contract.
- (b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Principal has the benefit of those warranties.
- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with sub-clauses 6.4(a) or (b).

6.5 Conflict of Interest

If a conflict of interest arises in respect of the Agent or the Agent's personnel, regarding performance under this Contract, the Agent must:

- (a) promptly notify the Principal that the conflict has arisen and provide full details; and
- (b) take reasonable steps in consultation with the Principal to remove the conflict.

7. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES**7.1 Supply by Principal**

The Principal must supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (i) PC/s; and
 - (ii) printer/s.
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;
- (d) HPT and CTT hardware and software being:
 - (i) the Principal's HPT and CTT software applications and any third party software applications required by the Principal;
 - (ii) PC; and
 - (iii) storage box to securely house the PC,all of which must be maintained by the Principal to the extent that allows the Agent to perform the services; and
- (e) the Physical Stock required by the Agent to perform this Contract.

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7.2 Supply by Agent

- (a) The Agent must provide credit card processing hardware and anything else necessary to enable the Agent to process credit card payments from the Principal's customers.
- (b) The Agent must supply and maintain all hardware and software not otherwise specified in the Contract as the Principal's responsibility to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (c) Except as otherwise expressly provided in this Contract, the Agent must provide, at its cost, all office requirements to properly facilitate the performance under this Contract.

7.3 Installation of Additional Hardware or Software

- (a) The Agent must make application to the Principal in writing seeking approval before installing any additional hardware or software to the PC designated for transaction processing.
- (b) The Agent must uninstall any additional hardware or software that the Agent installs on the PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.
- (c) The Agent must not install additional hardware or software to the PC designated for CTT and HPT.

7.4 Compliance with Principal's Requirements

All Information Technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal.

7.5 Maintenance of Equipment

- (a) The Agent must ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and must be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier.
- (c) The Agent must provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than three (3) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

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7.6 Premises

The Agent must:

- (a) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (c) ensure security complies with any reasonable Direction given by the Principal; and
- (d) do everything reasonably necessary to protect people and property on the Premises, as they relate to the delivery of the Services.

8. EXPENSES**8.1 Bank Fees and Charges**

The Principal will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Principal's customers; and
- (b) equipment rental costs for any credit card terminal(s) to be used for the services equal to the rate applied by the Principal's banking services provider.

8.2 Training

The Principal will reimburse the Agent for specified expenses incurred for Personnel attending the Principal's compulsory training in the Perth metropolitan area in accordance with clause 9.2(b), being:

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in Schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (b) meal costs, to a maximum equal to the applicable meal allowance specified in Schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (c) vehicle mileage costs, to a maximum equal to the applicable vehicle mileage allowance specified in Schedule F of the current West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*; and
- (d) return economy airfares.

8.3 Telecommunications

The Principal will reimburse the Agent for specified telecommunications expenses, being:

- (a) charges incurred for one dedicated telecommunications line used solely for the purpose of providing a credit card payment facility, being:
 - (i) initial set-up costs of up to \$300; and
 - (ii) monthly line rental; or

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- (b) charges incurred for any dedicated telecommunications line used solely for the purpose of dial-up network access to the Principal's Database on the basis of either:
 - (i) all STD call charges and line rental;
 - (ii) \$1.01 for each connection to the Principal's Database and line rental, whichever is the lesser; or
- (c) charges incurred for any telecommunications line used jointly for the purpose of dial-up network access to the Principal's Database and unrelated business of the Agent on the basis of either:
 - (i) STD call charges for each connection to the Principal's Database; or
 - (ii) \$1.01 for each connection to the Principal's Database, whichever is the lesser; or
- (d) all charges incurred for the purpose of accessing the Principal's Database through a dedicated ADSL Broadband connection.

8.4 Evidence

The Agent must submit a statement and supporting evidence to the Principal when claiming reimbursement for expenses specified in the Contract as the responsibility of the Principal.

8.5 Reimbursement

The Principal must pay the Agent's claim for reimbursement within thirty (30) Business Days from the date the claim in writing is received, if the amount claimed is:

- (a) properly payable;
- (b) correctly calculated in accordance with the Contract; and
- (c) accompanied by sufficient supporting evidence.

9. PERSONNEL**9.1 Appointment and Removal**

- (a) All Personnel must be Employees of the Agent.
- (b) Employees must be approved by the Principal for appointment as Personnel involved in undertaking the Services.
- (c) The Agent must, at its expense, provide to the Principal a current (not more than three months old) Australia-wide police clearance for all Employees intended by the Agent for appointment as Personnel prior to the commencement of their involvement in undertaking the Services.
- (d) The Principal may, at its discretion and expense, at any time and from time to time undertake other security checks or require further Australia-wide police clearance(s) with respect to any Personnel and the Agent must comply with the Principal's request within twenty (20) Business Days of such request.
- (e) If a police clearance provided by the Agent pursuant to clause 9.1(c) or 9.1(d) reveals criminal conviction(s) sustained by the Employee or Personnel in question then the Principal shall be at liberty, at its sole and absolute discretion, to:

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- (f) refuse approval for the Employee to be appointed as Personnel; or
- (g) revoke its approval and require the removal of the Personnel in question from undertaking the Services,
- (h) as the case may be, and the Principal may do so solely by reliance on the record(s) of conviction.
- (i) In addition to the provisions of clauses 9.1(c) to (e), the Principal may withhold approval for the appointment of an Employee(s) as Personnel or require the Agent to remove any Personnel from involvement with undertaking the Services if the Principal reasonably deems the Employee or Personnel, as the case may be, unsuitable to be involved in undertaking the Services.
- (j) In the event that the Principal withholds approval or requests removal of any Personnel, in accordance with clause 9.1(e) or 9.1(f), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.
- (k) In the event that any Personnel is required to be removed from undertaking the Services pursuant to this clause 9.1, the Agent must at its own cost:
 - (i) ensure the Employee or Personnel in question immediately ceases all involvement with undertaking the Services; and
 - (ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.

9.2 Qualifications

- (a) The Agent must ensure that all Personnel are properly qualified and suitable for the tasks allocated to them and that Personnel conduct themselves in all circumstances and at all times, in a fit and proper manner.
- (b) The Agent must ensure that all Personnel:
 - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to undertaking the Services;
 - (ii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
 - (iii) participate in a continuous education program relevant to the Services.

9.3 Awards, Workplace Agreements

The Agent must ensure that the remuneration and terms of employment of all Personnel for the duration of the Contract are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

9.4 Use of Lobbyists

The Agent warrants and represents to the Principal that any "Lobbyist" (as that term is defined in the *Contact with Lobbyists Code* annexed to the Premier's Circular No. 2007/06 ("**Premier's Circular**") at Schedule G to this Contract), or any of its officers, employees, Agents or sub-Contractors that is employed, engaged or has otherwise been involved, directly or indirectly, with this Contract is, where applicable, duly registered as a "Lobbyist" in

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terms of that *Contact with Lobbyists Code* and has fully complied with its obligations under the *Contact with Lobbyists Code*.

10. ACCESS AND CONFIDENTIALITY**10.1 Access and Records**

- (a) The Agent must allow the Principal to:
 - (i) have reasonable access to inspect any Premises and equipment used or occupied in connection with this Contract;
 - (ii) have reasonable access to all Records in the custody or control of the Agent; and
 - (iii) examine, audit, copy and use any Records in the custody or control of the Agent.
- (b) The Agent must:
 - (i) keep accurate, complete and current written Records in respect of the Contract including maintaining adequate audit controls of finances and services provided to the Principal related to the Contract;
 - (ii) comply with the directions of the Principal in relation to the keeping of Records whether those directions relate to the period before or after the expiry of the Term;
 - (iii) keep all Records for at least seven (7) years after:
 - (iv) the expiry of the Term; or
 - (v) termination of the Contract, if the Contract is terminated before the end of the Term; and
 - (vi) do everything necessary to obtain any third party consents which are required to enable the Principal to have access to Records under this clause 10.1.
- (c) This clause 10.1 survives expiration or termination of the Contract.

10.2 Contract Disclosure

The Agent acknowledges that:

- (a) the Contract; and/or
- (b) information held or compiled by the Principal or the State of Western Australia in relation to the Contract or the Services supplied under the Contract,

may be subject to the *Freedom of Information Act 1992*, Parliamentary reporting requirements and/or court orders.

10.3 Use of the Principal's Systems and Database

- (a) The Principal will, subject to availability, permit the Agent to access the Database for the purposes of and to the extent necessary for the Agent to meet its obligations under this Contract.

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- (b) The Agent must:
- (i) ensure all use of the Database is solely and exclusively for the purpose of undertaking the Services;
 - (ii) comply with all data security requirements in respect of access to and use of data relevant to the Contract, in addition to any statutory obligation relevant to data security;
 - (iii) prohibit and prevent any Employee(s) who has/have not been expressly approved to do so by the Principal from gaining access to the Database or any data relevant to the Contract;
 - (iv) without limiting clause 10.3(b)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Database or any data relevant to the Contract;
 - (v) prevent unauthorised and improper use of the Database;
 - (vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;
 - (vii) notify the Principal immediately and comply with all directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements; and
 - (viii) comply with any security instructions or guidelines issued by the Principal.
- (c) Personnel must not:
- (i) divulge their authorised user identification to any other Personnel or person; or
 - (ii) while logged into the Principal's Database, allow any other Personnel or person to access the Principal's Database.
- (d) In the event of any occurrence described herein at clauses 10.3 (b) or (c) or any other use of the Database contrary to the provisions of the Contract or reasonably deemed inappropriate by the Principal, the Principal shall be entitled to:
- (i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 18 apply; and
 - (ii) notify the Agent of the breach by notice in writing.
- (e) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(d)(ii) stating the reasons for such breach.
- (f) The Principal may at its sole and absolute discretion and without notice to the Agent refer particulars of the breach to:
- (i) the Corruption and Crime Commission under the provisions of the Corruption and *Crime Commission Act 2003*; and/or
 - (ii) the Western Australia Police Service for further investigation under the *Criminal Code Act 1913* or any other relevant law.
- (g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or representatives including the Western Australia Police, in the Principal's inquiries notwithstanding the provisions where

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applicable of the *Local Government Act 1995*, the *Public Sector Management Act 1994* and the *Corruption and Crime Commission Act 2003*.

- (h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

10.4 Confidentiality

- (a) The Agent must not use or disclose to any person the Confidential Information of the Principal, except:

- (i) where necessary for the purpose of supplying the Services; or
- (ii) as authorised in writing by the Principal; or
- (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause 10.4 by the Agent); or
- (iv) as required by any law, judicial or parliamentary body or government agency; or
- (v) when required (and only to the extent required) to the Agent's professional advisers, and the Agent must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Agent under this clause 10.4.

- (b) The Agent must:

- (i) ensure that prior to signing the Employee Confidentiality Undertaking Personnel properly understand and are fully aware of the general nature and effects of the Employee Confidentiality Undertaking such as the considerable risks arising from misuse and breach, including, the risk of termination of employment and of the Agent's Contract and the application of sanctions under the *Public Sector Management Act 1994*, the *Corruption and Crime Commission Act 2003* and the *Criminal Code Act 1913*;
- (ii) arrange for all Personnel to execute the Principal's Employee Confidentiality Undertaking; and
- (iii) ensure that all Employees who carry out the Services of this Contract, and are less than 18 years of age, declare to this effect on the Employee Confidentiality Undertaking at Schedule E.
- (iv) provide the Principal with an executed Employee Confidentiality Undertaking in each case prior to Personnel commencing involvement with undertaking the Services under this Contract.

- (c) The Agent must provide a secure storage environment for the Confidential Information and institute and maintain an effective form of control of access to ensure that the Confidential Information is only accessible by Personnel authorised to undertake the Services, and occurs exclusively in the context of the provisions of the Services.

- (d) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Contract.

10.5 Return of Confidential Information

The Agent must return all Records containing the Principal's Confidential Information immediately:

- (a) at the expiration or termination of the Contract; or
- (b) on demand by the Principal.

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10.6 Publicity

- (a) Unless the Principal gives its prior written consent, the Agent must not:
 - (i) use the Contract or the Principal's name or logo;
 - (ii) use the name or logo of any person specified in the Contract Documents;
 - (iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Contract; or
 - (iv) make any statement concerning the Contract,
 - (v) in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documents necessary under statutory reporting requirements.
- (b) The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses the Agent's name or logo for such purposes, then the Principal must acknowledge the role of the Agent to the extent that is reasonable in the circumstances.

11. AUDITOR GENERAL

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Contract.
- (b) The Agent must allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Contract.

12. INTELLECTUAL PROPERTY RIGHTS**12.1 Ownership of Intellectual Property Rights in Contract Material**

The Agent automatically assigns the entire future intellectual property rights in all Contract Material to the Intellectual Property Owner upon their creation.

12.2 Pre-existing Material - Licence

- (a) Nothing in clause 12.1 affects the ownership of any Intellectual Property Rights in any Pre-existing Material.
- (b) The Agent:
 - (i) grants, and the Agent must ensure that any other owner of any Intellectual Property Rights (other than moral rights) in any Pre-existing Material grants, to the Intellectual Property Owner in writing, an irrevocable, perpetual, royalty-free, non-exclusive licence to exercise any or all of the rights of an owner of Intellectual Property Rights in the Pre-existing Material during the remainder of the duration of the Intellectual Property Rights in that Pre-existing Material; and
 - (ii) must, if a third party owns moral rights in any Pre-existing Material, obtain a written consent and waiver from the third party owner in relation to his or her moral rights to enable the Intellectual Property Owner to use the Pre-existing Material without regard to the third party's moral rights.

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12.3 Warranty

The Agent warrants that:

- (a) the Agent has the right to grant the licences granted under clause (b)(i);
- (b) no Intellectual Property Rights in any Contract Material is or shall be owned by any third party unless:
 - (i) if the third party owns any Intellectual Property Rights (other than moral rights) in the Contract Material, the Agent has obtained a written licence from the third party owner to the same effect as the licence referred to in clause 12.2(b)(i); and
 - (ii) if the third party owns moral rights in the Contract Material, the Agent has obtained a written consent and waiver from the third party owner in relation to his or her moral rights to enable the Intellectual Property Owner to use the Contract Material without regard to the third party's moral rights;
- (c) the Contract Material shall not infringe the Intellectual Property Rights of any third party; and
- (d) all Personnel:
 - (i) who are employed or engaged solely for the purposes of the Contract are employed or engaged under written agreements with the Agent under which all Intellectual Property Rights (other than moral rights) in any Contract Material vest in the Intellectual Property Owner on the creation of that Contract Material; and
 - (ii) who are not employed or engaged solely for the purposes of the Contract are employed or engaged under written agreements with the Agent under which all Intellectual Property Rights (other than moral rights) in any work (as defined in the *Copyright Act 1968*), product or other material created by the Personnel vest in the Agent on the creation of that work, product or other material.

12.4 Intellectual Property Rights Indemnity

The Agent indemnifies and agrees to keep indemnified the Principal, the Intellectual Property Owner, the State of Western Australia and all their respective officers, employees and Agents from and against all costs, losses, expenses, actions, suits, demands, claims, damages and other liabilities resulting from the Agent's failure to comply with this clause 12, including any breach of warranty under clause 12.3, or otherwise resulting from the actual or alleged infringement of the intellectual property rights of any third party by the Agent.

12.5 Continuing obligation

The obligations of the Agent under this clause 12 are continuing obligations and survive expiration or termination of the Contract.

13. INSURANCE**13.1 Insurance Requirements**

- (a) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Contract, for the benefit of the Parties named in the Contract, including but not limited to:

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- (i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Contract for an amount of not less than five million dollars (\$5,000,000) for any one occurrence and unlimited in the aggregate; and
 - (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise with respect to an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*;
- (b) The Principal in specifying the types and levels of insurance coverage in the Contract, incurs no responsibility or liability for the completeness of its list of insurances, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or exclusions of those insurances nor the manner or extent of the Principal's response to any loss, damage or liability.

13.2 Reputable and Solvent Insurer

Any policy of insurance taken out by the Agent with respect to the Contract must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on business in Australia and which has obtained authorisation from the Australian Prudential Regulation Authority established under the *Australian Prudential Regulation Authority Act 1998 (Commonwealth)* in accordance with the *Insurance Act 1973 (Commonwealth)*.

13.3 Maintenance of Insurance

The Agent must:

- (a) punctually pay all premiums and amounts necessary for effecting and keeping current the insurance required under clause 13.1
- (b) not vary or cancel any insurance required under clause 13.1 or as otherwise required under the Contract or allow it to lapse during the Term or otherwise do or allow to be done anything which may vitiate, invalidate, prejudice or render ineffective the insurance or entitle the insurer to refuse a claim; and
- (c) without limiting clause 13.3(b), promptly reinstate any insurance required under clause 13.1 if it lapses or if cover is exhausted or is or becomes ineffectual for any reason.

13.4 Evidence of Insurance

The Agent must give to the Principal sufficient evidence of the insurance required under clause 13.1 (including, if requested, a copy of any policy) and provide a certificate of currency of insurance as requested by the Principal at any time.

13.5 Failure to Prove Insurance

If the Agent does not comply with clauses 13.1, 13.2, 13.3 and 13.4, then without limiting any other remedy available to the Principal, the Principal may withhold payment of any money due under the Contract to the Agent until the Agent has complied.

13.6 Incidents and claims

- (a) If either Party becomes aware of any event or incident occurring which gives rise or is likely to give rise to a claim under any insurance required under clause 13.1, it must as soon as reasonably practicable notify the other party in writing of that event or incident.

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- (b) Failure to comply with this clause 13.6 shall not invalidate or otherwise affect the rights of the Principal, or the obligations of the Agent, under clause 14.

13.7 Continuing obligation

- (a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.
- (b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Contract for so long as the obligations of the Agent under this clause 13.7 continue.

13.8 No Limitation of Other Liabilities

It is exclusively the Agency's responsibility to assess and consider the risks, types, extent and scope of insurance cover to accommodate all potential risks under this Contract. Nothing in this clause 13, contained or implied, will relieve, release, reduce or limit the Agent's liabilities under the Contract or restrict the Agent from insuring for sums or risks greater than those required under the Contract.

14. INDEMNITY

- (a) The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and Agents against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
 - (i) any breach of an obligation under the Contract by the Agent or any Personnel, including any breach or failure of any Personnel, whether over 18 years of age or under 18 years of age, to comply with his or her Employee Confidentiality Undertaking;
 - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Personnel; or
 - (iii) any breach of a State or Commonwealth law relevant to the Contract by the Agent or any Personnel.
- (b) The Agent's liability under the indemnity in clause 14 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or Agents.
- (c) The Principal agrees to use its best endeavours to cooperate with the Agent, at the Agent's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under clause 14 (a).

15. PERFORMANCE MANAGEMENT**15.1 Audit and Review**

- (a) The Principal will conduct regular auditing and performance review activities, including:

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- (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
- (ii) a daily audit of all transaction supporting documentation received and processed by the Agent; and
- (iii) a monthly audit and review of the Agent's performance in key Contract areas including but not limited to:
 - (A) the Processing Error Rate;
 - (B) compliance with the Business Rules;
 - (C) timeliness of transactions;
 - (D) daily receipt by the Principal of transaction supporting documents; and
 - (E) the Agent's performance generally.
- (b) The Principal may engage an independent qualified Auditor to conduct a quality audit of the Services.
- (c) The Agent must:
 - (i) assist in the conduct of any audit and performance reviews undertaken in accordance with this Clause 15.1; and
 - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) The Principal shall be entitled to rely on the results of audits and performance review in the event of any breach and or default by the Agent and when considering any extension of the Contract.
- (e) Notwithstanding the preceding provisions of this Clause 15.1, auditing and performance reviews will be undertaken at the Principal's sole and absolute discretion.

15.2 Performance Review Meetings

- (a) Performance Review Meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance and other issues associated with the Services which may be identified through auditing and performance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance Review Meetings will be held at a location agreeable to the Parties.
- (c) The following Personnel are required to attend the Performance Reviews, as a minimum:
 - (i) the Principal's Representative; and
 - (ii) the Agent's Representative; or
 - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the Performance Review Meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed

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pursuant to Clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Contract.

- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take and the Agent will comply therewith.

16. DISPUTES

- (a) Subject to sub-clauses 16(b) and (c), the Parties agree to try where possible to resolve any dispute arising under the Contract by consultation and negotiation, including referring the dispute to the respective chief executive officers of the Parties.
- (b) Either party may commence legal proceedings in the event of a dispute.
- (c) Despite the existence of a dispute, the Agent must, unless the Principal effects the provisions of clauses 10.3(d) or 18, continue to perform the Services.

17. DEFAULT

Notwithstanding any other provisions of this Contract, if an Event of Default occurs, the Principal will be entitled to:

- (a) suspend payment of all sums due or becoming due to the Agent under the Contract until such failure is rectified; and
- (b) rectify such failure itself whether by use of the Principal's employees or other Agents and the Principal shall be entitled to deduct the cost of such rectification from all sums due to the Agent under the Contract.

18. SUSPENSION AND TERMINATION**18.1 Suspension and Termination**

Notwithstanding any other provisions of this Contract the Principal may at any time after an Event of Default occurs, by notice to the Agent:

- (a) suspend the Agent's access to the Database for a period not exceeding 3 months, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or
- (b) terminate the Contract, either immediately or after the period of suspension referred to in sub-clause 18.1(a).

18.2 Ending of Suspension

- (a) The Principal may end the suspension at any time by notice to the Agent.
- (b) At the end of the suspension, the Agent's access to the Database will be restored and therefore all rights and obligations of the Principal and the Agent under the Contract recommence.

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18.3 Consequences of Expiration or Termination

- (a) The expiration or termination of the Contract does not affect any rights, liabilities or obligations of the Principal or the Agent as a result of anything occurring before the expiration or termination.
- (b) On expiration or termination of the Contract, the Agent must as soon as practicable:
 - (i) deliver to the Principal all Records as required by the Principal;
 - (ii) cease all access by the Agent and the Agent's Personnel to the Database;
 - (iii) cease to provide the Services; and
 - (iv) in every other respect cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of the Contract.

18.4 Termination by Mutual Agreement

The Principal and the Agent may terminate the Contract by mutual agreement.

18.5 Limited Liability

Other than where the Principal has repudiated the Contract or damages are not an appropriate remedy, if the Principal breaches the Contract, then the remedies of the Agent are limited to damages.

19. REPRESENTATIVES OF THE PARTIES

- (a) Any person described in the Contract as the Principal's Representative or the Agent's Representative may act as the Representative of the respective Party in relation to the Contract.
- (b) The Representatives of the Parties must:
 - (i) be available at all reasonable times for consultation in connection with any matter arising under the Contract; and
 - (ii) have the necessary authority to deal with those matters.
- (c) The Parties agree and acknowledge that the Principal's Representative and the Agent's Representative may administer the Contract and any such administration by the respective Representative must be deemed to be administration by the respective Party for the purposes of the Contract.
- (d) Either Party may at any time, by notice in writing to other Party:
 - (i) vary or terminate the appointment of its Representative; or
 - (ii) appoint any other person to act as its Representative in relation to the Contract.

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20. NOTICE

Each notice or other communication given under the Contract:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
 - hand delivered;
 - sent by prepaid post;
 - sent by facsimile; or
 - sent by email; andto the Representative of the respective party specified in this Contract.
- (d) subject to clause 20(e), is taken to be received:
 - in the case of hand delivery, on the date of delivery;
 - in the case of post, on the third Business Day after posting;
 - in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
 - in the case of email, on the date on which the receiver's email server records that the email was received; 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.

21. MISCELLANEOUS**21.1 Consent**

Whenever the consent of the Principal is required under the Contract:

that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;

the Principal is not required to provide a reason or reasons for giving or refusing its consent; and

the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 21.1(a) shall constitute a breach of a term of this Contract.

21.2 No Dealing or Subcontracting

The Agent must not:

- (a) sell, transfer, assign, novate, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under the Contract; or

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

- (b) subcontract any of its rights or obligations under the Contract.

21.3 Further Assurance

The Principal and the Agent must do everything reasonably necessary, including signing further documents if appropriate, to give full effect to the Contract.

21.4 Relationships – No Partnership

The Agent is an independent Contractor, and nothing in the Contract may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.

The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.

The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

21.5 Rights and Remedies

The rights, powers and remedies in the Contract are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

21.6 Right of Set Off

The Principal may set off or deduct any amount claimed by the Principal, including any amount claimed under the indemnity in clause 14, from any amount owing by the Principal to the Agent on any account under the Contract.

21.7 Entire Agreement

The Contract supersedes all prior negotiations, understandings and agreements between the Principal and the Agent relating to the matters covered by the Contract and constitutes the full and complete agreement between the Principal and the Agent relating to the matters covered by the Contract.

21.8 Variations

- (a) The Contract may only be varied in writing, in the form of the Contract Variation Form at Schedule F of this Contract.
- (b) Variations may only be executed by authorised Representatives of the Parties.

21.9 Waiver

- (a) Any waiver by the Principal or the Agent must be in writing and signed by the party waiving the right.
- (b) Any waiver by the Principal or the Agent does not affect its rights in respect of any other breach of the Contract by another party.
- (c) Subject to clause 21.9(a), any failure by the Principal or the Agent to enforce any right under the Contract must not be construed as a waiver of their respective rights under the Contract.

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21.10 Costs

- (a) Unless otherwise stated the Agent must comply with all obligations of the Agent at the Agent's cost.
- (b) The Principal and the Agent must pay their own legal and other costs in connection with the preparation and signing of the Contract.

21.11 Governing Law

The Contract is governed by the laws of the State of Western Australia. The Principal and the Agent irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SIGNED by the Parties as at the Day and the year first written above.

SIGNED FOR AND ON BEHALF OF THE SAID PARTIES:

THE SHIRE OF WAGIN

in the presence of:

Name (Please Print)

Witness Name (Please Print)

Signature

Signature

Mr Braden Fisher, Chief Executive Officer, for
and on behalf of, the Shire of Wagin

Date

Date

THE DIRECTOR GENERAL, DEPARTMENT FOR PLANNING AND INFRASTRUCTURE, PURSUANT
TO THE POWERS OF THE DIRECTOR GENERAL UNDER SECTION 6B OF THE ROAD TRAFFIC ACT
1974

Name (Please Print)

NAME (Please Print)

Signature

Signature

Ms Rita Halton, Manager, Strategic
Partnerships, Department for Planning and
Infrastructure, for and on behalf of the Director
General pursuant to the Instrument of
Authorisation dated 24 January 2006

Date

Date

CONTRACT FOR THE PROVISION OF LICENSING SERVICES



CONTRACT SCHEDULES

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE A: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

Processing error rate means the rate at which errors occur in the course of performing the services, including but not limited to, errors in:

- (a) information entered onto the Database;
- (b) providing receipts;
- (c) providing the correct Vehicle Licence Sticker or Disc;
- (d) providing the correct Vehicle Number Plate; and
- (e) payment processing accuracy, including as to amounts levied and records made.

DPI Regional Centre means any of the centres listed below which are responsible for a range of functions including offering the full suite of licensing services, auditing the licensing transactions of their designated Agents and providing support for their designated Agents:

- (a) Albany;
- (b) Broome;
- (c) Bunbury;
- (d) Geraldton;
- (e) Kalgoorlie; and
- (f) Karratha.

On-Line means the telecommunications link and associated computer hardware and software that enables the agent to access the principal's database and process licensing transactions directly onto the Database.

2. SCOPE OF SERVICES

The Agent will undertake motor vehicle and drivers licensing functions of the Principal by processing licensing transactions on-line for the Principal's customers.

3. TRANSACTION PROCESSING REQUIREMENTS

The Agent must perform the following functions as part of the Service:

- (a) perform all of the Services listed under "Transaction Type" in the Schedule of Rates at Schedule B to this Contract;
- (b) create new records for the Principal's customers on the Database as required;
- (c) collect the Principal's revenue;

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- (d) produce receipts for every payment accepted by the Agent;
- (e) provide assistance to the Principal's customers to facilitate transactions; and
- (f) perform any other necessary and reasonable activities required to undertake the Services.

4. PHYSICAL STOCK REQUIREMENTS

The Agent must:

- (a) issue to the customer the Physical Stock that meets the information, process, policy and legislative requirements of specific customer transactions;
- (b) implement inventory controls and ordering processes to ensure sufficient stocks of all categories of Physical Stock are maintained to fulfil the Agent's requirements to the Principal's satisfaction; and
- (c) ensure the physical security of Physical Stock.

5. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

- (a) balance remittance collections daily;
- (b) reconcile licensing transactions on the Database no later than 5.30 pm on the day of the transaction, or as otherwise directed by the Principal;
- (c) produce daily transaction audit reports;
- (d) record the corresponding vehicle licence number or drivers licence number, where payment is made by cheque, on the cheque;
- (e) dispatch transaction supporting documentation and daily transaction audit reports to the Agent's designated DPI Regional Centre, on a daily basis; and
- (f) maintain a full audit trail to ensure that all transactions processed are easily traceable and identifiable.

6. TIMELINESS OF SERVICE

(a) The Agent must:

- (i) process all in-person monetary and non-monetary transactions onto the Database at the point of transaction; and
 - (ii) process all monetary and non-monetary transactions, required by documentation and other information received in the mail, onto the Database no later than the next Business Day.
- (b) In the event of the Agent's computer equipment failing or non-availability of the telecommunication link with the Database, the Agent must:

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- (i) manually process all transactions and receipts; and
- (ii) dispatch all documentation for manually processed transactions to the Agent's designated DPI Regional Centre for re-processing onto the Database daily.
- (c) For the purposes of clause 6(b) in this Schedule A, non-availability of the telecommunication link, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.
- (d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

7. QUALITY OF SERVICE

In addition to the provisions of clause 3.2 of this Contract, the Agent must:

- (a) perform all transactions in accordance with the Business Rules; and
- (b) perform the Services at a Processing Error Rate that will not cause increased costs, delay or undue impact to the Principal or the Principal's customers.

8. AUDITING BY DPI REGIONAL CENTRES

- (a) The list of DPI Regional Centres at clause 1 of this Schedule A is not exhaustive and the Principal may add or remove centres from the list at its sole discretion.
- (b) The Principal may alter the designated DPI Regional Centre for an Agent by Notice to the Agent of no less than ten (10) Business Days.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE B: SCHEDULE OF RATES

SOUTHERN COMMISSION SCHEDULE 1: 1 JANUARY 2008

This Schedule 1 relates to commission payment category rates for processing licensing cash receipts and non cash information data input (includes non transaction allowance credit card merchant fees).

Commission Payment Category Rates

Scale of Fees for On-line Processing - Monetary Transactions

Category	Average Transaction Time	Commission (Volume < 19,300)	Commission (Volume < 19,300) (Includes 27% Increase)	Commission (Volume > 19,300)	Commission (Volume > 19,300) (Includes 27% Increase)
		Old Rate	New Rate	Old Rate	New Rate
Category 1	0 – 3.5 minutes	\$6.10	7.75	\$4.40	5.59
Category 2	3.6 – 5.5 minutes	\$7.88	10.01	\$5.57	7.07
Category 3	5.6 – 8.5 minutes	\$9.87	12.53	\$6.87	8.72
Category 4	8.6 – 10.5 minutes	\$11.85	15.05	\$8.18	10.39
Category 5	10.6 – 14.5 minutes	\$14.24	18.08	\$9.75	12.38
Category 6	14.6 – 20.5 minutes	\$18.22	23.14	\$12.34	15.67
Category 7	20.6 – 29.5 minutes	\$24.16	30.68	\$16.26	20.65
Category 8	29.6 – 35.5 minutes	\$30.14	38.28	\$20.16	25.60
Category – updates		\$2.07	2.63	\$2.07	2.63
Category 9	0 – 3.5 minutes	\$4.11	5.22	\$3.10	3.94
Category 10	3.6 – 5.5 minutes	\$5.91	7.51	\$4.26	5.41
Category 11	5.6 – 8.5 minutes	\$7.88	10.01	\$5.57	7.07
Category 12	8.6 – 10.5 minutes	\$9.87	12.53	\$6.87	8.72
Category 13	10.6 – 14.5 minutes	\$12.26	15.57	\$8.44	10.72
Category 14	14.6 – 20.5 minutes	\$16.23	20.61	\$11.06	14.05
Category 15	20.6 – 29.5 minutes	\$22.20	28.19	\$14.97	19.01
Category 16	29.6 – 35.5 minutes	\$28.15	35.75	\$18.88	23.98
Category 17	45.0 – 50.0 minutes	TBD	TBD	TBD	TBD
Category 18	120.0 – 125.0 minutes	TBD	TBD	TBD	TBD

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

Southern Commission Schedule 2: 1 January 2008

Commission Payment Rates For Individual Licensing Transactions

This Schedule 2 relates to commission payment rates for individual licensing transactions processed including cash receipts and non cash information data input (includes non transaction allowance and credit card merchant fees).

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Previous Commission (Volume < 19,300)	Revised Commission (Volume < 19,300) (Includes 27% Increase)	Previous Commission (Volume > 19,300)	Revised Commission (Volume > 19,300) (Includes 27% Increase)	Previously Paid (Y/N)
Vehicle Renewals				Old Rates	New Rates	Old Rates	New Rates	
Straight Renewal	2	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with concession update	3	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with change of address	2.5	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with change of name	2.5	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with inspection form (details to be checked)	3	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with change of plate	3	M	1	6.10	7.75	4.40	5.59	Y
Renewal - to uniform date	2	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with transfer infringement	2.5	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with plate infringement	2.5	M	1	6.10	7.75	4.40	5.59	Y

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Previous Commission (Volume < 19,300)	Revised Commission (Volume < 19,300) (Includes 27% Increase)	Previous Commission (Volume > 19,300)	Revised Commission (Volume > 19,300) (Includes 27% Increase)	Previously Paid (Y/N)
				Old Rates	New Rates	Old Rates	New Rates	
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	6.10	7.75	4.40	5.59	Y
Renewal - with multiple updates	3	M	1	6.10	7.75	4.40	5.59	Y
Heavy vehicles - renewal	2	M	1	6.10	7.75	4.40	5.59	Y
Heavy vehicles - change of nominated use	2	M	1	6.10	7.75	4.40	5.59	Y
Heavy vehicles - change of concession	2	M	1	6.10	7.75	4.40	5.59	Y
Heavy vehicles - fixed nominated use advice	2	NM	update	2.07	2.63	2.07	2.63	N
Duplicate copy of licence papers	2	M	1	6.10	7.75	4.40	5.59	N
Renewal and change of address with no payment	1.75	NM	9	4.11	5.22	3.10	3.94	N
Change of Plates								
Straight change of plate	2	M	1	6.10	7.75	4.40	5.59	N
Lost or stolen plate change (statutory declaration)	2	M	1	6.10	7.75	4.40	5.59	N
Retained plate (to be issued at a later date)	2	M	1	6.10	7.75	4.40	5.59	N
Change plate for original issue of personalised, special series or remake	2	M	1	6.10	7.75	4.40	5.59	N
Variation to Vehicle Details								

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE F: CONTRACT VARIATION FORM

CONTRACT VARIATION FORM

Contract No.: **0001/2008 (The Contract)** Commencement Date: **01 January 2008**

Contract Title: **Provision of Licensing Services**

Between: **The Director General, Department for Planning and Infrastructure (the Principal)**

and: **Shire of Wagin (the Agent)**

Variation No.: _____ Variation Date: _____

Date of Variation Effect: _____

VARIATION:

The Principal and the Agent hereby agree that, pursuant to Clause 21.8 of the Conditions of Contract, Variations, the Contract is hereby varied as follows:

Except as herein expressly varied, the Contract, and all of the terms and conditions thereof, shall remain unaltered and in full force and effect and shall apply to all of the Services performed.

ACCEPTED**AUTHORISED**

(Agent)

Director General, Department for Planning and Infrastructure

(Principal)

(Signature of Representative of the Agent duly authorised to enter into such an agreement -)

(Signature of Representative of the Principal duly authorised to enter into such an agreement)

(Title)

(Title)

(Name – Please Print)

(Name)

(Date)

(Date)

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE G: USE OF LOBBYISTS - PREMIER'S CIRCULAR AND LOBBYISTS CODE

Number: 2007/06

Issue Date: 20/03/2007

Review Date: 20/03/2009

TITLE

CONTACT WITH LOBBYISTS CODE AND THE REGISTER OF LOBBYISTS

POLICY

The Western Australian Government has developed the Contact with Lobbyists Code (the Code) to ensure that contact between lobbyists and government is conducted in accordance with public expectations of transparency, integrity and honesty. A copy of the Code is attached.

As required under the Code, a Register of Lobbyists has been established. The Register provides information to the public, as well as the government, on who is engaged in lobbying activities and whom lobbyists are representing in their dealings with government.

Under clause 4.1 of the Code, from 16 April 2007 government representatives are not to permit lobbying by a lobbyist who is not listed in the Register.

The Code defines a government representative as:

"a Minister, Parliamentary Secretary, Ministerial Staff Member or person employed, contracted or engaged by a public sector agency".

Chief Executive Officers are required to:

- ensure that their staff are aware of the Code and their obligations set out in the Code; and
- amend the Code of Conduct of their respective agencies to reflect the content of the Code.

BACKGROUND

In November 2006, Cabinet agreed to the establishment of the Contact with Lobbyists Code, including a Register of Lobbyists, to preserve the integrity of lobbying as a legitimate activity in the democratic process and to provide an open and accountable mechanism for public scrutiny of lobbying activity.

The register is a publicly available document and contains information such as a lobbyist's business registration details, the names of people working as lobbyists within the business and a list of the lobbyist's recent clients.

Under the Code, government representatives can only have dealings with lobbyists, in their capacity as lobbyists, who are listed in the Register.

The Register is available to government agencies and members of the public at <http://www.lobbyistsregister.dpc.wa.gov.au>

Alan Carpenter MLA

PREMIER

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

For enquiries contact: Office of the Director General Department of the Premier and Cabinet 9222 9415 lobbyistsregister@dpc.wa.gov.au
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Other relevant Circulars:

Circular/s replaced by this Circular:

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

CONTACT WITH LOBBYISTS CODE**1. PREAMBLE**

Free and open access to the institutions of government is a vital element of our democracy.

Lobbyists can enhance the strength of our democracy by assisting individuals and organisations with advice on public policy processes and facilitating contact with relevant Government Representatives.

In performing this role, there is a public expectation that Lobbyists will be individuals of strong moral calibre who operate according to the highest standards of professional conduct.

The Government has established the Contact with Lobbyists Code to ensure that contact between Lobbyists and Government Representatives is conducted in accordance with public expectations of transparency, integrity and honesty.

2. APPLICATION

- (a) The Contact with Lobbyists Code has application through the Codes of Conduct of public sector bodies.
- (b) The Contact with Lobbyists Code creates no obligation for a Government Representative to have contact with a particular Lobbyist or Lobbyists in general.
- (c) The Contact with Lobbyists Code does not serve to restrict contact in situations where the law requires a Government Representative to take account of the views advanced by a person who may be a Lobbyist.

3. DEFINITIONS

Director General means Director General of the Department of the Premier and Cabinet.

Lobbyist means a person, body corporate, unincorporated association, partnership or firm whose business includes being contracted or engaged to represent the interests of a third party to a Government Representative. "Lobbyist" does not include:

- (a) an association or organisation constituted to represent the interests of its members;
- (b) a religious or charitable organisation; or
- (c) an entity or person whose business is a recognised technical or professional occupation which, as part of the services provided to third parties in the course of that occupation, represents the views of the third party who has engaged it to provide their technical or professional services.

Lobbyist's Details means the information described under clause 5.1.

Government Representative means a Minister, Parliamentary Secretary, Ministerial Staff Member or person employed, contracted or engaged by a public sector agency.

Ministerial Staff Member means a person employed under section 68 of the *Public Sector Management Act 1994*; a person seconded to a Ministerial office under section 66 of the *Public Sector Management Act 1994*; or a person otherwise placed, contracted or engaged in a Ministerial office.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

4. CONTACT BETWEEN LOBBYISTS AND GOVERNMENT REPRESENTATIVES

- 4.1 A Government Representative shall not at any time permit lobbying by:
- (a) a Lobbyist who is not on the Register of Lobbyists;
 - (b) any employee, contractor or person engaged by a Lobbyist to carry out lobbying activities whose name does not appear in the Lobbyist's Details noted on the Register of Lobbyists in connection with the Lobbyist;
 - (c) any Lobbyist or employee, contractor or person engaged by a Lobbyist to carry out lobbying activities who, in the opinion of the Government Representative, has failed to observe any of the requirements of clause 4.3.
- 4.2 Contact with a Government Representative for the purposes of lobbying activities by a Lobbyist includes:
- (a) telephone contact;
 - (b) electronic mail contact;
 - (c) written mail contact; and
 - (d) face to face meetings.
- 4.3 When making an initial contact with a Government Representative about a particular issue on behalf of a third party for whom the Lobbyist has provided paid or unpaid services, the Lobbyist must inform the Government Representative:
- (a) that they are a Lobbyist or employee, contractor or person otherwise engaged by the Lobbyist who is currently listed on the Register of Lobbyists;
 - (b) that they are making the contact on behalf of a third party;
 - (c) the name of the third party; and
 - (d) the nature of that third party's issue.

5. REGISTER OF LOBBYISTS

- (a) There shall be a Register of Lobbyists which shall contain the following information:
- (i) the business registration details of the Lobbyist, including names of owners, partners or major shareholders as applicable;
 - (ii) the names and positions of persons employed, contracted or otherwise engaged by the Lobbyist to carry out lobbying activities;
 - (iii) the names of third parties for whom the Lobbyist is currently retained to provide paid or unpaid services as a Lobbyist; and
 - (iv) the names of persons for whom the Lobbyist has provided paid or unpaid services as a Lobbyist during the previous three months.
- (b) A Lobbyist wishing to have contact with a Government Representative for the purposes of lobbying activities may apply to the Director General to have their Lobbyist's Details recorded in the Register of Lobbyists.
- (c) The Lobbyist shall submit updated Lobbyist's Details to the Director General in the event of any change to the Lobbyist's Details.

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

- (d) The Lobbyist shall provide to the Director General within 10 business days of each of 30 March, 30 June, 30 September and 30 December each year a confirmation that their Lobbyists Details are up to date.
- (e) The registration of a Lobbyist shall lapse if a confirmation is not provided to the Director General by the dates referred to under clause 5.4.

6. ACCESS TO THE REGISTER OF LOBBYISTS

- (a) The Register of Lobbyists shall be a public document.
- (b) The Director General shall ensure that the Register of Lobbyists is readily accessible to members of the public.

7. PRINCIPLES OF ENGAGEMENT WITH GOVERNMENT REPRESENTATIVES

Lobbyists shall observe the following principles when engaging with Government Representatives:

- (a) Lobbyists shall not engage in any conduct that is corrupt, dishonest, or illegal, or cause or threaten any detriment;
- (b) Lobbyists shall use all reasonable endeavours to satisfy themselves of the truth and accuracy of all statements and information provided to parties whom they represent, the wider public, governments and agencies;
- (c) Lobbyists shall not make misleading, exaggerated or extravagant claims about, or otherwise misrepresent, the nature or extent of their access to institutions of government or to political parties or to persons in those institutions; and
- (d) Lobbyists shall keep strictly separate from their duties and activities as Lobbyists any personal activity or involvement on behalf of a political party.

8. REGISTRATION

The Director General may at his or her discretion:

- (a) refuse to accept an application to be placed on the Register of Lobbyists; and
- (b) remove from the Register of Lobbyists the details of a Lobbyist if, in the opinion of the Director General:
 - (i) any prior or current conduct of the Lobbyist or his employee, contractor or person otherwise engaged to provide lobbying services for the Lobbyist has contravened any of the terms of this Code; or
 - (ii) any prior or current conduct of the Lobbyist or association of the Lobbyist with another person or organisation is considered to be inconsistent with general standards of ethical conduct; or
 - (iii) the registration details of the Lobbyist are inaccurate; or
 - (iv) not confirmed in accordance with the requirements of clause 5.4; or
 - (v) there are other reasonable grounds for doing so.

8 February 2007

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE H: BUSINESS RULES

BUSINESS RULES APPLICABLE TO THIS CONTRACT

The Agent must observe, perform and comply with Business Rules including, but not limited to:

- (a) Licensing Information documents issued by the Principal
- (b) Instructions from Regional Services Branch
- (c) Administration Instructions issued by the Principal
- (d) Reasonable directives or advices issued via email by the Principal
- (e) Other policies and procedures issued by the Principal

CONTRACT FOR THE PROVISION OF LICENSING SERVICES

SCHEDULE I: AGENT SPECIFIC PROVISIONS

1. INFORMATION TO BE COMMERCIAL-IN-CONFIDENCE

All information in clause 2 of this Schedule I is unique to the Agent and shall remain commercial-in-confidence.

2. PROVISIONS

The following provisions are unique to the Agent who is a party to this contract:

NIL

9.2.5	Choose Respect Program
Location:	Shire of Wagin
Proponent:	LEMC and Safer WA Committee
Reporting Officer:	Special Projects Officer
File:	ASS 2/6

Summary

The Shire of Wagin has been asked by the OIC of the Wagin Police and the Headmaster and Chaplain of the Wagin school to assist them with funding to support a "Choose Respect" program in 2008. The contribution from the Shire of Wagin is recommended by the LEMC Committee members who believe that the problem in Wagin can be resolved by the community working together.

Background

The Shire has had continual acts of vandalism (including graffiti) on community facilities that has escalated over the last eighteen months. Most of these have been attributed by the Wagin Police to local juveniles. The damage in the majority of cases is less than the minimum value for an insurance claim (\$1000 excess), but the costs are certainly adding up. Wagin, like smaller towns, has minimal resources available for repairing these facilities and we are not able to put our full focus on community improvements. Each month there has been a maintenance report to Councillors and in all but two of them there has been an asset that has required attention due to vandalism.

With the continued price rise in rental accommodation in Perth, Wagin appears to be a good target for an increasing number of low socio economic residents particularly in Homes West or private rental accommodation. This combined with the issues of drug and alcohol abuse and domestic violence is setting the scene for juvenile revolt to established standards of respect. Juveniles with little or no parental control, roam the streets in Wagin late at night inflicting wanton vandalism at will.

The December meetings of the Local Emergency Management Committee heard representations from the Police and School on the continued issues of damage to property and believe that a combined effort of the Police, Local Government and Education Department joining resources with the community will contribute to the reduction in petty crime.

The school has been involving staff and students in a "Respect for Self and Others" focused project since 2004. They have defined Outcomes, Strategies and Targets, collected data and have provided staff and financial resources to support the program.

For 2008, the School will be holding a "Choose Respect" seminar on 1st February, at the beginning of the new school year, and be inviting local representatives of business and the community to join the program.

Additionally research into the subject of Respect has highlighted an internationally respected speaker from Perth, Gerry Cleveland, who is well known on subjects of Problem Based Learning and the Second Generation of Crime Prevention through Environmental Design, which focuses on the community building aspects in partnership with the physical environment guidelines.

The Shire Special Project Officer and School Headmaster will pursue the avenues of getting Gerry to Wagin to work with the community and facilitate in a couple of workshops in April 2008 to assist the Wagin community make Respect for Self and Others part of the present day values that appear lacking in parts of the community.

Gerry's costs are \$2000 per day plus accommodation and we need to look at initial funding for at least two visits.

Comment

The Shire proposal is to apply for a Community Partnership Fund grant of \$5000 from the Office of Crime Prevention to fund part of the 2008 program. Funding will include "Choose Respect" banners for Shire and School buildings as well as Classroom Posters. The majority of the funds will be allocated to the April 2008 seminar.

Statutory Environment

Nil

Policy Implications

N/A

Budget Implications

LEMC Committee propose that the Shire allocate up to \$1000 to be utilised towards the cost of a guest speaker for a seminar to be held in April 2008 entitled "Choose Respect". The savings in repairs would be greater than the expenditure if the program is successful.

No specific allocation has been made in the current budget to fund this request but an allocation could be funded from Council's public relations account.

Officer's Recommendation

That Council approves the operating expenditure of \$1000 towards the cost of a guest speaker for a seminar to be held in April 2008 entitled "Choose Respect".

Council Resolution

624 Cr DK Morgan/Cr JLC Ballantyne

That the Officer's Recommendation be adopted.

**CARRIED BY AN
ABSOLUTE MAJORITY**
Vote 11/0

9.2.6**Statement of Financial Performance – Nov 2007****Location:****Shire of Wagin****Proponent:****Staff****Reporting Officer:****Deputy Chief Executive Officer****File:**

Summary

In accordance with the Local Government (Financial Management) Regulations 1996, Council is to be presented with a Statement of Financial Performance.

Background

This requirement came into effect from 1st July 2005 and now replaces the previous monthly and quarterly financial reports.

Comment

A copy of Statement of Financial Performance is attached to this item including additional information that Council has deemed appropriate to receive.

Statutory Environment

Local Government (Financial Management) Regulations

Policy Implications

Nil

Budget Implications

Nil

Officer's Recommendation

That Council adopts the Statement of Financial Performance for the period ending 30th November 2007.

Council Resolution**625 Cr GR Ball/Cr JP Reed**

That the Officer's Recommendation be adopted.

CARRIED

Vote 11/0

SHIRE OF WAGIN
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

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SHIRE OF WAGIN				
STATEMENT OF FINANCIAL ACTIVITY				
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007				
	NOTE	30 Nov 2007 2007 Actual \$	30 Nov 2007 2007 Y-T-D Budget \$	2007/08 Revised Budget \$
<u>Operating</u>				
Revenues/Sources	1,2			
Governance		1,306	6,250	8,000
General Purpose Funding		560,155	570,771	1,136,189
Law, Order, Public Safety		22,711	31,609	42,569
Health		22,116	69,935	108,980
Education and Welfare		154,591	144,125	275,400
Community Amenities		166,095	156,045	174,205
Recreation and Culture		14,625	20,880	48,230
Transport		171,868	226,954	485,795
Economic Services		26,860	60,285	88,685
Other Property and Services		394,091	374,500	902,240
		1,534,418	1,661,354	3,270,293
(Expenses)/(Applications)	1,2			
Governance		-150,986	-136,363	-223,352
General Purpose Funding		-92,207	-94,259	-210,229
Law, Order, Public Safety		-65,040	-69,648	-154,835
Health		-82,924	-75,715	-173,256
Education and Welfare		-126,175	-144,419	-345,930
Community Amenities		-92,599	-107,586	-265,583
Recreation & Culture		-284,137	-283,219	-663,707
Transport		-672,459	-669,849	-1,599,285
Economic Services		-107,785	-61,750	-178,706
Other Property and Services		-417,577	-457,053	-1,061,027
		-2,091,889	-2,099,861	-4,875,910
<u>Adjustments for Non-Cash</u>				
<u>(Revenue) and Expenditure</u>				
(Profit)/Loss on Asset Disposals	4	-49,576	0	-48,500
Depreciation on Assets		393,379	393,379	917,050
<u>Capital Revenue and (Expenditure)</u>				
Purchase Land Held for Resale	3	0	0	-225,000
Purchase Land and Buildings	3	-16,815	-106,900	-409,900
Purchase Infrastructure Assets	3	-2,091	-15,000	-249,975
Purchase Infrastructure Assets - Parks	3	0	-5,000	-10,500
Purchase Plant and Equipment	3	-305,635	-531,000	-605,000
Purchase Furniture and Equipment	3	-10,318	-62,500	-94,500
Proceeds from Disposal of Assets	4	160,000	311,000	311,000
Repayment of Debentures	5	-20,195	-20,195	-48,552
Proceeds from New Debentures	5	0	0	485,000
Self-Supporting Loan Principal Income		-10,593	-10,593	24,634
Transfers to Reserves (Restricted Assets)	6	-17,049	-17,049	-101,262
Transfers from Reserves (Restricted Assets)	6	0	0	152,000
ADD Net Current Assets July 1 B/Fwd	7	268,706		200,000
LESS Net Current Assets Year to Date	7	1,136,096		0
Amount Raised from Rates	8	-1,303,754		-1,309,122

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

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

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). The statement has also been prepared on the accrual basis under the convention of historical cost accounting.

(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 to this financial statement.

(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 independent or management valuation less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

SHIRE OF WAGIN

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**(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.

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

Buildings	40 years
Furniture and Office Equipment	10 years
Computer and Electronic Equipment	4 years
Plant and Equipment	
- Construction Plant (Graders, FE Loaders, Tractors & Rollers)	10 years
- Trucks	5 years
- Sedans	5 years
- Other Plant and Equipment	10 years
Infrastructure Assets	
- Roads	30 years
- Footpaths and Walkways - Slabs	20 years
- Insitu concrete	40 years
- Bitumen	50 years
- Pavers	40 years
- Drainage - below ground	60 years
- off road	20 years
- Pedestrian bridges (wood)	20 years
- Vehicle bridges and culverts (wood)	20 years

The following infrastructure assets are not depreciated due to the high ongoing cost of maintenance;

- Parks and playing field surfaces
- Reticulation systems
- Drainage reserves

The following infrastructure assets are not capitalised owing to their cost being immaterial;

- Street Furniture
- Pedestrian / Bus shelters
- Street signs

SHIRE OF WAGIN**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007****2. STATEMENT OF OBJECTIVE**

In order to discharge its responsibilities to the community, the Shire of Wagin 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

Includes costs associated with elected members, the running costs of the Administration building and associated clerical staff, records management and computer operation costs.

GENERAL PURPOSE FUNDING

Includes rate revenue and associated costs, general purpose government grants, costs associated with the repayment of Council loans, including reimbursement from government bodies and community organisations, as well as interest earned on Council investments.

LAW, ORDER, PUBLIC SAFETY

Includes costs associated with fire prevention and control, control of dogs and other animals, abandoned vehicles and supervision of associated local laws

HEALTH

Includes costs associated with maternal and infant health, analytical expenses ie water sampling, the running of the Regional Health Scheme together with the Shires of Dumbleyung and Woodanilling, pest control ie mosquitoes and the running costs of the Wagin Medical Centre.

EDUCATION AND WELFARE

Includes costs associated with the running of the Wagin Pre-School, maintenance of the Wagin District High School oval, the running of the Wagin Home and Community Care Program, including Community Aged Care Packages and Wagin Frail Aged Lodge.

COMMUNITY AMENITIES

Includes provision for the collection and disposal of residential, commercial and industrial refuse, ongoing maintenance of the Wagin Cemetery and running costs associated with providing public conveniences.

RECREATION AND CULTURE

Includes costs associated with public halls, the Wagin Memorial Swimming Centre, sportsground maintenance and sportsground buildings maintenance, the provision of library services together with a contribution towards the associated with the running of the Wagin Woolorama.

TRANSPORT

Includes upgrading, constructing, sealing, resealing and ongoing maintenance costs associated with roads, footpaths and parking facilities, improvements to Council's plant and the provision of aircraft landing facilities and their associated costs.

ECONOMIC SERVICES

Includes control of declared flora and fauna, works associated with Council's inclusion as part of the Rural Town's programme, LCDC projects, tourism and area promotion, ongoing maintenance of the Wagin Caravan Park, building control and the provision of standpipes.

OTHER PROPERTY & SERVICES

Includes private works, town planning schemes and the provision for new residential developments, materials in store, costs associated with employment of the outside work crew, costs associated with the running of all Council plant and other unclassified revenue and expenses.

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

	30 Nov 2007 2007 Actual \$	2007/08 Revised Budget \$
3. ACQUISITION OF ASSETS		
The following assets have been acquired during the period under review:		
<u>By Program</u>		
Governance	4,105	90,500
General Purpose Funding	0	0
Law, Order, Public Safety	429	20,400
Health	10,547	85,000
Education and Welfare	39	1,000
Community Amenities	0	50,000
Recreation and Culture	7,091	83,000
Transport	310,875	741,975
Economic Services	0	7,000
Other Property and Services	1,773	516,000
	<u>334,859</u>	<u>1,594,875</u>
<u>By Class</u>		
Land Held for Resale	-	0
Land and Buildings	16,815	634,900
Infrastructure Assets	2,091	260,475
Plant and Equipment	305,635	605,000
Furniture and Equipment	10,318	94,500
	<u>334,859</u>	<u>1,594,875</u>

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

<u>By Program</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	30 Nov 2007 2007 Actual \$	30 Nov 2007 2007 Actual \$	30 Nov 2007 2007 Actual \$
12H Cat Grader	110,424	160,000	49,576
	110,424	160,000	49,576

<u>By Class</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	30 Nov 2007 2007 Actual \$	30 Nov 2007 2007 Actual \$	30 Nov 2007 2007 Actual \$
Plant & Equipment	0	0	49,576
Land	0	0	0
Buildings	0	0	0
Furniture & Equipment	0	0	0
	0	0	49,576

Summary

	30 Nov 2007 2007 Actual \$
Profit on Asset Disposals	49,576
Loss on Asset Disposals	0
	<u>49,576</u>

SHIRE OF WAGIN
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-07	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
124 Medical Centre	112,819		9,302	19,543	103,217	93,276	3,987	7,635
127 Wagin Frail Aged **	6,000		3,000	6,000	3,000	0	0	0
128 Wagin Ag. Society **	31,745		7,593	15,410	24,152	16,335	938	1,652
131 Recreation Development	135,196		0	4,375	135,196	130,821	0	8,570
132 LIA Development		225,000	0	0	0	225,000	0	0
133 Wagin Bowling Club**		160,000	0	3,224	0	156,776		5,216
134 Wagin Frail Aged SS**		100,000	0	0	0	100,000	0	0
	285,760	485,000	20,195	48,552	265,565	722,208	4,925	23,073

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

Particulars/Purpose	Amount Borrowed		Institution	Loan Type	Term (Years)	Total Interest & Charges	Interest Rate %	Amount Used		Balance Unspent \$
	Actual	Budget						Actual	Budget	
132 LIA Development	0	225,000	WATC	Debenture	20	194,160	6.93%	0	225,000	225,000
133 Wagin Bowling Club**	0	160,000	WATC	Debenture	15	93,194	6.52%	0	160,000	160,000
134 Wagin Frail Aged SS**	0	100,000	WATC	Debenture	15	37,683	6.52%	0	100,000	100,000

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

	30 Nov 2007 2007 Actual \$	2007/08 Budget \$
6. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	103,290	102,566
Amount Set Aside / Transfer to Reserve	2,195	6,154
Amount Used / Transfer from Reserve	0	-20,000
	<u>105,485</u>	<u>88,720</u>
(b) Plant Reserve		
Opening Balance	67,151	66,786
Amount Set Aside / Transfer to Reserve	1,427	4,007
Amount Used / Transfer from Reserve	0	-50,000
	<u>68,578</u>	<u>20,793</u>
(c) Municipal Buildings Reserve		
Opening Balance	229,496	228,583
Amount Set Aside / Transfer to Reserve	4,874	13,715
Amount Used / Transfer from Reserve	0	-45,000
	<u>234,370</u>	<u>197,298</u>
(d) Recreation Development Reserve		
Opening Balance	140,578	139,896
Amount Set Aside / Transfer to Reserve	2,986	48,394
Amount Used / Transfer from Reserve	0	-15,000
	<u>143,564</u>	<u>173,290</u>
(e) Administration Centre Furniture & Equipment Reserve		
Opening Balance	15,988	15,847
Amount Set Aside / Transfer to Reserve	340	4,951
Amount Used / Transfer from Reserve	0	0
	<u>16,328</u>	<u>20,798</u>
(f) Recreation Centre Equipment Reserve		
Opening Balance	14,856	14,785
Amount Set Aside / Transfer to Reserve	316	2,687
Amount Used / Transfer from Reserve	0	-10,000
	<u>15,172</u>	<u>7,472</u>
(g) Aerodrome Maintenance & Development Reserve		
Opening Balance	6,170	6,164
Amount Set Aside / Transfer to Reserve	131	5,370
Amount Used / Transfer from Reserve	0	0
	<u>6,301</u>	<u>11,534</u>
(h) Land Development Reserve		
Opening Balance	162,153	162,014
Amount Set Aside / Transfer to Reserve	3,441	9,721
Amount Used / Transfer from Reserve	0	-12,000
	<u>165,594</u>	<u>159,735</u>

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

	30 Nov 2007 2007 Actual \$	2007/08 Budget \$
(i) Community Bus Reserve		
Opening Balance	26,884	26,744
Amount Set Aside / Transfer to Reserve	571	4,105
Amount Used / Transfer from Reserve	0	0
	<u>27,455</u>	<u>30,849</u>
(j) H.A.C.C. Plant & Leave Reserve		
Opening Balance	36,172	35,976
Amount Set Aside / Transfer to Reserve	768	2,158
Amount Used / Transfer from Reserve	0	0
	<u>36,940</u>	<u>38,134</u>
Total Cash Backed Reserves	<u>819,787</u>	<u>748,623</u>

All of the above reserve accounts are supported by money held in financial institutions.

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

	30 Nov 2007 2007 Actual \$	2007/08 Budget \$
6. RESERVES (Continued)		
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	2,195	6,154
Plant Reserve	1,427	4,007
Municipal Buildings Reserve	4,874	13,715
Recreation Development Reserve	2,986	48,394
Administration Centre Furn. & Equip Reserv.	340	4,951
Recreation Centre Equipment Reserve	316	2,687
Aerodrome Maintenance & Develop. Reserv.	131	5,370
Land Development Reserve	3,441	9,721
Community Bus Reserve	571	4,105
HACC Leave & Plant Reserve.	768	2,158
	<u>17,049</u>	<u>101,262</u>
Transfers from Reserves		
Leave Reserve	0	-20,000
Plant Reserve	0	-50,000
Building Reserve	0	-45,000
Recreation Development Reserve	0	-15,000
Administration Centre Furn. & Equip Reserv.	0	0
Recreation Centre Equipment Reserve	0	-10,000
Aerodrome Maintenance & Develop. Reserv.	0	0
Land Development Reserve	0	-12,000
Community Bus Reserve	0	0
HACC Leave & Plant Reserve.	0	0
	<u>0</u>	<u>-152,000</u>
Total Transfer to/(from) Reserves	<u>17,049</u>	<u>-50,738</u>

SHIRE OF WAGIN**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007**

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

Leave Reserve

The purpose of Council's Leave Reserve Account is to provide provisions to meet Council's Long Service Leave and Accrued Annual Leave liabilities so as to minimise the effect on Council's budget from year to year.

Plant Reserve

The purpose of the Plant reserve account is to provide funds for the ongoing replacement and upgrading of motor vehicles, heavy machinery, light machinery and other equipment necessary in the performance of Council's core functions.

Municipal Buildings Reserve

The purpose of the Municipal Buildings Reserve is to provide funds for the upgrading, renovating or restoration of existing Council owned buildings and the construction of new Council owned buildings, including fences and Council houses.

Recreation Development Reserve

The purpose of the Recreation Development Reserve is to provide funds for the expansion, upgrading and development of Council's Recreation facilities. This includes the upgrading of water supplies and the like for recreation areas within the Shire of Wagin.

Administration Centre Furniture and Equipment Reserve

The purpose of this Reserve is to provide for the purchase of furniture, fittings and equipment with the Council's entire administration building.

Recreation Centre Equipment Reserve

The purpose of the Recreation Centre Equipment Reserve is to provide funds for the purchase of additional or replacement equipment utilised at the Wagin Community Recreation Centre including the upgrading or replacement of fixtures and fittings.

Aerodrome Maintenance and Development Reserve

The purpose of this Reserve is to provide for major maintenance type works (eg resealing of apron area, replacing lights etc) and development type work (such as reconstruction runways, sealing roadways, upgrading buildings, fences etc) at the Wagin Airstrip.

Land Development Reserve

The purpose of this reserve is to provide funds for the development of land within the Wagin Shire for the benefit of residents and the good Government of the local authority, as determined by Council. This includes the purchase, subdivision and development of land for industrial, residential, commercial and other purposes, as the need arises and as Council sees fit.

Community Bus Reserve

The purpose of this reserve is to provide funds to allow for the maintenance, upgrade and changeover of the Wagin Community Bus as required from time to time.

HACC Leave and Plant Reserve

The purpose of this Reserve is to provide provisions to meet the HACC long service leave and accrued annual leave liabilities so as to minimise the effect on the HACC budget from year to year and to provide for the replacement of vehicles, should grant monies not be provided or are insufficient to meet requirements.

SHIRE OF WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

	30 Nov 2007 2007 Actual \$	Brought Forward 1-Jul \$
7. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	771,210	50,133
Cash - Restricted	819,788	802,739
Receivables	479,507	405,012
Inventories	43,120	43,120
	<u>2,113,625</u>	<u>1,301,004</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>-157,741</u>	<u>-229,559</u>
	1,955,884	1,071,445
Less: Cash - Reserves - Restricted	-819,788	-802,739
Less: Cash - Restricted/Committed	<u>0</u>	<u>0</u>
NET CURRENT ASSET POSITION	<u><u>1,136,096</u></u>	<u><u>268,706</u></u>

SHIRE OF WAGIN
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

8. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2007/08 Rate Revenue \$	2007/08 Interim Rates \$	2007/08 Back Rates \$	2007/08 Total Revenue \$	2007/08 Budget \$
Differential General Rate								
Gross Rental Value	0.111780	698	4,354,954	486,797	1,405	0	488,202	495,297
Unimproved Value	0.010954	336	73,528,000	805,425	36	0	805,461	806,425
Sub-Totals		1,034	77,882,954	1,292,222	1,441	0	1,293,663	1,301,722
Minimum Rates	Minimum \$							
Gross Rental Value	300	172	102,947	51,600	0	0	51,600	51,600
Unimproved Value	300	26	398,231	7,800	0	0	7,800	7,800
Sub-Totals		198	501,178	59,400	0	0	59,400	59,400
Specified Area Rates								
							1,353,063	1,361,122
							1,353,063	1,361,122
Discounts							-49,309	-52,000
Totals							1,303,754	1,309,122

All land except exempt land in the Shire of Wagin 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 2007/08 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 WAGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 30 NOVEMBER 2007

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:

Detail	Balance 01-Jul-07 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Deposits - Town Hall	625	300	0	925
Deposits - Community Bus	450	1,750	-1,750	450
Deposits - Rec Centre	1,000	2,350	-2,700	650
Deposits - Animal Trap	50	50	-50	50
BCITF	155	3,131	-2,128	1,158
BRB	150	1,169	-618	701
Nomination Deposits	0	400	-400	0
Pre Paid Rates	1,419	510	-1,419	510
Other Deposits	5,045	1,500	-3,000	3,545
Unclaimed Money	1,399	0	0	1,399
Licensing Takings	15,318	0	-15,318	0
Banking Errors Charges	0	1,890	-1,890	0
	<u>25,611</u>			<u>9,388</u>

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
Income		
I03 · GENERAL PURPOSE FUNDING		
I031 · Rates		
I031005 · GRV	486,797.08	486,797.00
I031010 · GRV Minimums	51,600.00	51,600.00
I031015 · UV	805,185.64	805,425.00
I031020 · UV Minimums	7,800.00	7,800.00
I031025 · GRV Interim Rates	1,405.12	6,000.00
I031030 · UV Interim Rates	35.70	500.00
I031035 · Back Rates	0.00	250.00
I031040 · Ex-Gratia Rates (CBH)	0.00	5,900.00
I031045 · Discount Allowed	-49,308.88	-52,000.00
I031050 · Instalment Admin Charge	3,919.95	4,000.00
I031055 · Account Enquiry Fee	2,640.00	2,750.00
I031065 · Penalty Interest	128.17	1,090.00
I031070 · Emergency Services Levy	51,022.62	51,000.00
I031075 · ESL Penalty Interest	11.95	50.00
I031090 · Rate Legal Charges	0.00	500.00
Total I031 · Rates	1,361,237.35	1,371,662.00
I032 · Other GPF		
I032005 · Grants Commission General	276,118.72	274,500.00
I032010 · Grants Commission Roads	197,752.00	196,000.00
I032020 · Administration Rental	7,100.00	7,100.00
I032025 · Photocopies & Publications	11.73	250.00
I032030 · Reimbursements	118.44	2,300.00
I032035 · SS Loans Interest Reimb.	938.07	938.00
I032040 · Bank Interest	13,057.63	15,000.00
I032050 · Telephone Reimbursement	0.00	250.00
I032055 · Commissions & Recoups	0.00	1,300.00
I032060 · SS Loan Principal Reimb.	7,593.10	10,593.00
Total I032 · Other GPF	502,689.69	508,231.00
I03 · GENERAL PURPOSE FUNDING - Other	-17.82	
Total I03 · GENERAL PURPOSE FUNDING	1,863,909.22	1,879,893.00
I04 · GOVERNANCE		
I041 · Governance - Membership		
I041020 · Reimbursements	1,305.88	1,250.00
Total I041 · Governance - Membership	1,305.88	1,250.00
I042 · Other Governance		
I042035 · Admin Office Fire Reimbursement	0.00	5,000.00
Total I042 · Other Governance	0.00	5,000.00
Total I04 · GOVERNANCE	1,305.88	6,250.00
I05 · LAW ORDER & PUBLIC SAFETY		
I051 · Fire Prevention		
I051010 · FESA - Operating Grant	5,907.18	6,089.00
I051011 · FESA - Capital Projects Grant	0.00	17,400.00
I051015 · Sale of Fire Maps	30.00	270.00
I051035 · ESL Admin Fee	0.00	4,000.00

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
Total I051 - Fire Prevention	5,937.18	27,759.00
I052 - Animal Control		
I052005 - Dog Fines and Fees	4,270.00	1,000.00
I052010 - Hire of Animal Traps	20.00	50.00
I052015 - Dog Registration	2,484.25	2,700.00
Total I052 - Animal Control	6,774.25	3,750.00
I053 - Other Law Order & Public Safety		
I053005 - Abandoned Vehicles	0.00	100.00
I053010 - Grant - Crime Prevention	10,000.00	
Total I053 - Other Law Order & Public Safety	10,000.00	100.00
Total I05 - LAW ORDER & PUBLIC SAFETY	22,711.43	31,609.00
I07 - HEALTH		
I071 - Maternal & Infant Health		
I071005 - Reimbursements	0.00	125.00
I071010 - Infant Health Vehicle	1,212.55	1,750.00
I071020 - Profit on Sale of Asset	0.00	4,000.00
Total I071 - Maternal & Infant Health	1,212.55	5,875.00
I074 - Admin. & Inspections		
I074005 - Food Vendor's Licences	0.00	100.00
I074015 - Contrib. Regional Health Scheme	18,880.65	23,750.00
Total I074 - Admin. & Inspections	18,880.65	23,850.00
I076 - Other Health		
I076010 - Rent - Medical Centre-Dentist	1,300.00	1,300.00
I076015 - Reimbursements	0.00	250.00
I076020 - Meeting Room Fees	722.74	700.00
I076030 - Profit on Sale of Asset	0.00	1,000.00
I076035 - Medical Services Charge	0.00	36,960.00
Total I076 - Other Health	2,022.74	40,210.00
Total I07 - HEALTH	22,115.94	69,935.00
I08 - EDUCATION & WELFARE		
I082 - HACC Program		
I082010 - HACC Recurrent Grant	138,708.00	123,000.00
I082015 - Meals on Wheels Grant	1,852.91	5,000.00
I082020 - Fee for Service	7,674.90	9,500.00
I082030 - Reimbursements	0.00	125.00
Total I082 - HACC Program	148,235.81	137,625.00
I083 - Other Welfare		
I083010 - Reimbursements	0.00	1,500.00
I083020 - Community Aged Care Grant	6,355.15	5,000.00
Total I083 - Other Welfare	6,355.15	6,500.00
Total I08 - EDUCATION & WELFARE	154,590.96	144,125.00
I10 - COMMUNITY AMENITIES		

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
I101 - Sanitation - Household		
I101005 - Domestic Collection	123,210.00	123,765.00
Total I101 - Sanitation - Household	<u>123,210.00</u>	<u>123,765.00</u>
I102 - Sanitation - Other		
I102002 - Commercial Collection Charges	23,680.00	23,680.00
I102006 - Zero Waste Funding	5,000.00	
I102007 - Council Contributions to RRG	5,500.00	
I102010 - Charges Bulk Rubbish	610.00	650.00
I102020 - Refuse Site Fees	0.00	900.00
Total I102 - Sanitation - Other	<u>34,790.00</u>	<u>25,230.00</u>
I104 - Sewerage		
I104005 - Septic Tank Fees	367.28	250.00
I104010 - Reimbursements	0.00	50.00
Total I104 - Sewerage	<u>367.28</u>	<u>300.00</u>
I106 - Town Planning		
I106005 - Planning Fees	2,485.77	500.00
Total I106 - Town Planning	<u>2,485.77</u>	<u>500.00</u>
I107 - Other Community Amenities		
I107005 - Cemetery Fees	2,208.34	3,750.00
I107010 - Community Bus Income	3,033.49	2,500.00
Total I107 - Other Community Amenities	<u>5,241.83</u>	<u>6,250.00</u>
Total I10 - COMMUNITY AMENITIES	<u>166,094.88</u>	<u>156,045.00</u>
I11 - RECREATION & CULTURE		
I111 - Public Halls and Civic Centres		
I111005 - Town Hall Hire	718.20	1,250.00
I111010 - Reimbursements	0.00	30.00
Total I111 - Public Halls and Civic Centres	<u>718.20</u>	<u>1,280.00</u>
I112 - Swimming Pool		
I112010 - Swimming Pool Admission	9,398.84	10,000.00
I112020 - Reimbursements	0.00	200.00
Total I112 - Swimming Pool	<u>9,398.84</u>	<u>10,200.00</u>
I113 - Other Recreation		
I113005 - Sportsground Rental	0.00	4,100.00
I113010 - Sportsground Reimbursements	9.55	600.00
I113015 - Power Reimbursements	0.00	600.00
I113020 - Recreation Centre Hire	3,324.54	3,125.00
I113025 - Reimbursements Other	0.00	150.00
I113035 - Sporting Club Leases	0.00	50.00
I113055 - Eric Farrow Pavilion Hire	1,044.55	700.00
Total I113 - Other Recreation	<u>4,378.64</u>	<u>9,325.00</u>
I115 - Library		
I115005 - Lost Books	15.45	25.00
I115010 - Reimbursements	0.00	25.00
Total I115 - Library	<u>15.45</u>	<u>50.00</u>

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
I119 · Other Culture		
I119020 · Reimbursements	113.64	25.00
Total I119 · Other Culture	<u>113.64</u>	<u>25.00</u>
Total I11 · RECREATION & CULTURE	14,624.77	20,880.00
I12 · TRANSPORT		
I121 · Roads & Streets		
I121005 · Direct Road Grants	0.00	67,824.00
I121010 · Road Project Grants	0.00	59,630.00
I121015 · Roads to Recovery Grant	121,093.00	50,000.00
I121020 · Reimbursements	<u>1,199.35</u>	<u>500.00</u>
Total I121 · Roads & Streets	<u>122,292.35</u>	<u>177,954.00</u>
I122 · Road Plant Purchases		
I122100 · Profit on Sale of Asset	49,576.00	49,000.00
I122160 · Sale of Grader 2007	<u>0.00</u>	<u>0.00</u>
Total I122 · Road Plant Purchases	<u>49,576.00</u>	<u>49,000.00</u>
Total I12 · TRANSPORT	171,868.35	226,954.00
I13 · ECONOMIC SERVICES		
I131 · Rural Services		
I131020 · Reimbursements	35.00	
I131030 · WWLZ Vehicle Lease	2,685.00	2,685.00
I131055 · AGWA Waybills	-13.18	
I131065 · Bridal Creeper Grant	10,400.00	5,200.00
I131140 · Reimbursements Rural Towns	<u>655.45</u>	<u>0.00</u>
Total I131 · Rural Services	<u>13,762.27</u>	<u>7,885.00</u>
I132 · Tourism/Area Promotion		
I132005 · Caravan Park Fees	8,636.42	10,000.00
I132010 · Reimbursements	<u>0.00</u>	<u>100.00</u>
Total I132 · Tourism/Area Promotion	<u>8,636.42</u>	<u>10,100.00</u>
I133 · Building Control		
I133005 · Building Licences	<u>4,340.46</u>	<u>3,000.00</u>
Total I133 · Building Control	<u>4,340.46</u>	<u>3,000.00</u>
I134 · Other		
I134005 · Water Sales	0.00	4,250.00
I134010 · Reimbursements	121.00	50.00
I134015 · Community Water Grants	<u>0.00</u>	<u>35,000.00</u>
Total I134 · Other	<u>121.00</u>	<u>39,300.00</u>
Total I13 · ECONOMIC SERVICES	26,860.15	60,285.00
I14 · OTHER PROPERTY & SERVICES		
I141 · Private Works		
I141005 · Private Works Income	<u>4,140.90</u>	<u>5,000.00</u>
Total I141 · Private Works	<u>4,140.90</u>	<u>5,000.00</u>

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
I143 · Public Works Overheads		
I143020 · Employee Reimb.	0.00	250.00
Total I143 · Public Works Overheads	0.00	250.00
I144 · Plant Operation Costs		
I144005 · Sale of Scrap	45.45	
Total I144 · Plant Operation Costs	45.45	
I147 · Unclassified		
I147005 · Commission - Vehicle Licensing	16,529.43	20,000.00
I147006 · Wagin Frail Aged Reimbursement	135,757.17	118,000.00
I147010 · WMC Income	179,264.20	225,000.00
I147020 · Transport Licensing	12,059.10	
I147025 · GSRBA Inc Income	39,599.08	
I147035 · Banking Errors	323.47	
I147050 · Council Staff Housing Rental	6,380.00	6,250.00
Total I147 · Unclassified	389,912.45	369,250.00
Total I14 · OTHER PROPERTY & SERVICES	394,098.80	374,500.00
Total Income	2,838,180.38	2,970,476.00
Gross Profit	2,838,180.38	2,970,476.00
Expense		
E03 · GENERAL PURPOSE FUNDING.		
E031 · Rates		
E031005 · Valuation Expenses	586.22	1,050.00
E031010 · Legal Costs/Expenses	0.00	340.00
E031015 · Title Searches	109.85	125.00
E031020 · Rate Recovery Expenses	30.00	1,600.00
E031025 · Printing Stationery Postage	906.77	651.00
E031030 · Emergency Services Levy	30,598.48	30,000.00
E031040 · Rate Refunds	4,367.37	1,300.00
E031100 · Administration Allocated	28,653.24	28,480.00
Total E031 · Rates	65,251.93	63,546.00
E032 · Other		
E032005 · Bank Fees & Charges	3,459.20	4,200.00
E032015 · Interest on Loans	4,925.11	7,533.11
E032030 · Audit Fees & Other Services	3,250.00	3,750.00
E032035 · Administration Allocated	15,320.62	15,230.00
Total E032 · Other	26,954.93	30,713.11
Total E03 · GENERAL PURPOSE FUNDING.	92,206.86	94,259.11
E04 · GOVERNANCE.		
E041 · Membership		
E041005 · Sitting Fees	761.36	2,000.00
E041010 · Training	213.64	2,000.00
E041015 · Members Travelling	155.91	600.00
E041020 · Telephone · Facsimile	0.00	160.00

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
E041025 - Election Expenses	0.00	4,500.00
E041030 - Other Expenses	5,064.09	750.00
E041035 - Conference Expenses	8,099.66	8,000.00
E041055 - Refreshments & Receptions	4,402.05	3,100.00
E041060 - Presentations	646.31	400.00
E041065 - Insurance	8,010.63	8,011.00
E041070 - Public Relations	311.82	2,600.00
E041075 - Subscriptions	8,974.97	8,500.00
E041100 - Administration Allocated	35,061.78	34,855.00
E041190 - Depreciation	1,616.00	1,609.00
Total E041 - Membership	73,318.22	77,085.00
E042 - Other Governance		
E042005 - Administration Salaries	158,670.22	125,000.00
E042010 - Administration Superannuation	15,362.84	12,500.00
E042015 - Insurance	18,280.75	18,100.00
E042020 - Staff Training	2,691.36	5,000.00
E042030 - Printing & Stationery	10,169.20	11,000.00
E042035 - Phone, Fax & Modem	3,891.52	5,000.00
E042040 - Office Maintenance	13,848.73	17,340.00
E042045 - Advertising	5,911.88	4,000.00
E042050 - Office Equipment Maintenance	588.76	1,400.00
E042055 - Postage & Freight	1,475.18	2,500.00
E042060 - Vehicle Running Expenses	3,246.43	3,620.00
E042065 - Legal Expenses	0.00	200.00
E042070 - Garden Expenses	950.51	3,015.00
E042075 - Conferences & Training	2,906.50	4,500.00
E042080 - Computer Support	18,366.70	24,200.00
E042085 - Other Expenses	2,345.43	700.00
E042090 - Administration Allocated	27,027.40	26,866.00
E042095 - Fringe Benefits Tax	9,951.00	3,200.00
E042100 - Staff Uniforms	0.00	1,600.00
E042105 - Housing Mtce - 14 Gordon Street	46.72	
E042110 - Housing Mtce - 2 Ballagin St	46.72	
E042115 - Cash Round Off Control	-2.02	
E042120 - Depreciation	19,566.00	18,287.00
E042125 - Less Administration Allocated	-237,673.94	-236,250.00
E042130 - Loss on Sale of Asset	0.00	2,500.00
E042140 - Admin Office Fire Damage	0.00	5,000.00
Total E042 - Other Governance	77,667.89	59,278.00
Total E04 - GOVERNANCE.	150,986.11	136,363.00
E05 - LAW ORDER & PUBLIC SAFETY.		
E051 - Fire Prevention		
E051010 - Communication Mtce	1,872.91	3,085.00
E051015 - Advertising & Other Expenses	0.00	5,383.00
E051020 - Fire Fighting Expenses	440.49	1,028.00
E051025 - Town Block Burn Off	0.00	1,200.00
E051035 - Insurances	4,005.81	5,300.00
E051100 - Administration Allocated	13,750.56	13,670.00
E051190 - Depreciation	7,568.00	7,325.00
Total E051 - Fire Prevention	27,637.77	36,991.00

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
E052 · Animal Control		
E052005 · Ranger Salary	13,286.93	4,595.00
E052006 · Ranger Mileage	0.00	50.00
E052010 · Pound Maintenance	110.03	180.00
E052015 · Dog Control Insurance	132.72	200.00
E052020 · Legal Fees	0.00	125.00
E052025 · Training & Conference	1,660.46	2,950.00
E052030 · Dog Control Other	1,422.74	753.00
E052036 · Administration Allocated	9,761.90	9,704.00
E052190 · Depreciation	0.00	
Total E052 · Animal Control	26,374.78	18,557.00
E053 · Other		
E053005 · Abandoned Vehicles	0.00	100.00
E053010 · Emergency Services	254.45	
E053015 · Crime Prevention Activities	9,815.06	14,000.00
E053020 · Admin of Crime Prevention	500.00	
Total E053 · Other	10,569.51	14,100.00
E05 · LAW ORDER & PUBLIC SAFETY. - Other	458.51	
Total E05 · LAW ORDER & PUBLIC SAFETY.	65,040.37	69,648.00
E07 · HEALTH.		
E071 · Maternal & Infant Health		
E071005 · Medical Centre Mtce	0.00	562.00
E071010 · Vehicle Mtce	459.96	650.00
E071190 · Depreciation	2,320.00	2,319.00
Total E071 · Maternal & Infant Health	2,779.96	3,531.00
E074 · Admin. & Inspections		
E074005 · EHO Salary	28,613.24	29,165.00
E074010 · EHO Superannuation	2,856.96	2,816.50
E074015 · Other Control Expenses	2,651.78	2,525.00
E074020 · EHO/Building Surveyor Mileage	5,606.41	5,500.00
E074025 · House Mtce- 32 Ballagin Rd	46.72	
E074030 · Conferences & Training	0.00	500.00
E074100 · Administration Allocated	14,160.15	14,076.00
E074190 · Depreciation	0.00	
Total E074 · Admin. & Inspections	53,935.26	54,582.50
E076 · Other Health		
E076005 · District MO Expenses	0.00	100.00
E076015 · House Lot 1 Nenke Mtce	46.72	
E076020 · Medical Centre Mtce	3,914.24	6,324.00
E076025 · Depreciation	10,630.00	10,487.50
E076040 · Gemini Medical Services	11,250.00	
Total E076 · Other Health	25,840.96	16,911.50
E077 · Preventive Services		
E077010 · Analytical Expenses	367.20	250.00
E077020 · Mosquito Control	0.00	440.00
Total E077 · Preventive Services	367.20	690.00

Shire of Wagin
Operating Statement by Programme
 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
Total E07 · HEALTH.	82,923.38	75,715.00
E08 · EDUCATION & WELFARE.		
E080 · Pre-Schools		
E080010 · Kindergarten Mtce	219.26	975.00
E080190 · Depreciation	326.00	325.00
Total E080 · Pre-Schools	545.26	1,300.00
E081 · Other Education		
E081020 · School Oval Mtce	3,978.71	2,370.00
Total E081 · Other Education	3,978.71	2,370.00
E082 · HACC Program		
E082010 · Co-Ordinator Salary	19,452.77	20,000.00
E082015 · Home Mtce Salary	12,080.09	12,500.00
E082020 · Respite Salaries	113.18	845.00
E082025 · Home Help Salaries	28,279.04	32,500.00
E082030 · Superannuation	7,145.72	6,500.00
E082035 · Other Expenses	638.16	750.00
E082040 · Travelling - Mileage	5,442.53	7,500.00
E082045 · Staff Training	-13.00	250.00
E082055 · Subscriptions	364.00	1,000.00
E082060 · Telephone & Postage	1,827.83	1,380.00
E082065 · Advertising & Stationery	0.00	250.00
E082070 · Insurance	5,087.88	5,100.00
E082075 · Office Accommodation	7,100.00	7,100.00
E082080 · Plant & Equipment Mtce	4,259.94	5,050.00
E082085 · Consumable Supplies	212.63	1,400.00
E082090 · Expenditure from Donations	0.00	1,500.00
E082100 · Administration Allocated	11,468.53	11,400.00
E082110 · Meals on Wheels Expenditure	3,127.50	2,500.00
E082190 · Depreciation	7,409.00	7,294.00
Total E082 · HACC Program	113,995.80	124,819.00
E083 · Other Welfare		
E083010 · Frail Aged Hostel	1,546.44	1,500.00
E083020 · Comm. Aged Care Expenses	3,812.19	12,150.00
E083190 · Depreciation	2,297.00	2,280.00
Total E083 · Other Welfare	7,655.63	15,930.00
Total E08 · EDUCATION & WELFARE.	126,175.40	144,419.00
E10 · COMMUNITY AMENITIES.		
E101 · Sanitation Household		
E101005 · Domestic Refuse Collection	11,859.38	14,583.31
E101010 · Recycling Pick-Up	3,025.59	3,958.31
E101015 · Refuse Site Mtce	12,811.70	17,485.00
E101020 · Chemical Drum Disposal Costs	1,193.32	2,950.00
E101025 · Refuse Site Attendant	0.00	8,700.00
Total E101 · Sanitation Household	28,889.99	45,676.62
E102 · Sanitation Other		

Shire of Wagin
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 July through November 2007

	<u>Jul - Nov 2007</u>	<u>Budget</u>
E102005 · Commercial Collection	2,262.10	2,916.69
E102010 · Bulk Rubbish Collection	610.00	630.00
E102015 · Bulk Cleanup Service	0.00	2,045.00
E102190 · Depreciation	908.00	612.00
Total E102 · Sanitation Other	3,780.10	6,203.69
E104 · Sewerage		
E104005 · Sewerage Treatment Plant	91.62	535.00
E104190 · Depreciation	95.00	93.00
Total E104 · Sewerage	186.62	628.00
E106 · T.P. & Regional Devel		
E106005 · Town Planning Expenses	8,546.51	5,000.00
E106100 · Administration Allocated	5,915.36	5,880.00
Total E106 · T.P. & Regional Devel	14,461.87	10,880.00
E107 · Other		
E107005 · Cemetery Mtce	6,383.44	4,395.00
E107010 · Public Convenience Mtce	18,883.39	19,820.00
E107015 · Community Bus Operating	679.45	740.00
E107100 · Administration Allocated	15,576.98	15,482.00
E107190 · Depreciation	3,757.00	3,761.00
Total E107 · Other	45,280.26	44,198.00
Total E10 · COMMUNITY AMENITIES.	92,598.84	107,586.31
E11 · RECREATION & CULTURE.		
E111 · Public Halls & Civic Centres		
E111005 · Town Hall Mtce	11,871.88	20,130.00
E111010 · Other Halls Mtce	2,968.12	1,469.00
E111190 · Depreciation	1,826.00	1,840.00
Total E111 · Public Halls & Civic Centres	16,666.00	23,439.00
E112 · Swimming Pool		
E112005 · Pool Manager's Salary	16,501.77	12,750.00
E112010 · Superannuation	1,824.42	1,425.00
E112015 · Swimming Pool Maintenance	68,197.00	49,962.00
E112020 · Other Expenses	3,273.22	2,490.00
E112025 · House - 21 Tarbet St	37.00	0.00
E112035 · Swimming Pool Professional Fees	91.37	3,000.00
E112190 · Depreciation	6,674.00	5,516.00
Total E112 · Swimming Pool	96,598.78	75,143.00
E113 · Other Recreation		
E113005 · Sportsground Mtce	26,663.05	26,852.00
E113010 · Sportsground Buildings Mtce	4,210.36	17,620.00
E113015 · Wetlands Park Mtce	17,832.86	18,592.00
E113020 · Parks & Gardens Mtce	15,374.60	13,855.00
E113025 · Puntapin/Norring Lake Mtce	909.66	680.00
E113030 · Recreation Centre Mtce	11,121.07	15,155.00
E113035 · Rec Staff Salaries	14,021.93	8,800.00
E113040 · Superannuation	1,164.48	880.00
E113045 · Other Expenses	632.04	1,150.00

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	<u>Jul - Nov 2007</u>	<u>Budget</u>
E113065 - Eric Farrow Pavilion Mtce	2,989.84	3,715.00
E113070 - Rec Centre Sports Equipment	505.09	1,400.00
E113100 - Administration Allocated	14,670.04	14,582.00
E113190 - Depreciation	40,966.00	38,875.00
Total E113 - Other Recreation	151,061.02	162,156.00
E115 - Library		
E115005 - Librarian Salary	7,877.56	8,300.00
E115015 - Library Building Mtce	1,048.79	1,770.00
E115020 - Library Other Expenses	1,559.40	1,450.00
E115190 - Depreciation	353.00	355.00
Total E115 - Library	10,838.75	11,875.00
E116 - Other Culture		
E116005 - Subsidy Woolorama Committee	525.00	
E116010 - Woolorama Costs & Maintenance	4,451.87	5,900.00
E116015 - Mtce - TUDHOE St Community Cent	858.81	1,580.00
E116020 - Historical Village	1,081.92	1,080.00
E116190 - Depreciation	2,055.00	2,046.00
Total E116 - Other Culture	8,972.60	10,606.00
Total E11 - RECREATION & CULTURE.	284,137.15	283,219.00
E12 - TRANSPORT.		
E122 - Road Maintenance		
E122005 - Road Maintenance	275,455.03	218,250.00
E122006 - Maintenance Grading	53,987.11	58,500.00
E122007 - Rural Tree Pruning	311.22	
E122008 - Rural Spraying	0.00	22,000.00
E122009 - Town Site Spraying	8,962.75	15,200.00
E122010 - Depot Maintenance	1,817.60	5,221.00
E122011 - Town Reserve & Verge Maint	0.00	7,000.00
E122015 - Rural Numbering	0.00	403.00
E122020 - Footpath Mtce	1,596.49	2,265.00
E122025 - Street Cleaning	5,175.54	9,210.00
E122030 - Street Trees	2,649.81	19,100.00
E122035 - Traffic Signs Mtce	2,077.98	2,208.00
E122045 - Townscape	7,210.81	6,770.00
E122050 - Crossovers	0.00	425.00
E122055 - RoMan Data Collection	760.00	950.00
E122060 - Street Lighting	8,280.04	11,800.00
E122075 - Water Harvesting Initiatives	2,549.10	
E122100 - Administration Allocated	14,171.26	14,086.00
E122190 - Depreciation	280,310.00	273,500.00
Total E122 - Road Maintenance	665,314.74	666,888.00
E126 - Aerodrome		
E126005 - Aerodrome Maintenance	5,945.65	1,765.00
E126190 - Depreciation	1,199.00	1,196.00
Total E126 - Aerodrome	7,144.65	2,961.00
Total E12 - TRANSPORT.	672,459.39	669,849.00
E13 - ECONOMIC SERVICES.		

Shire of Wagin
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	<u>Jul - Nov 2007</u>	<u>Budget</u>
E131 · Rural Services		
E131006 · Weeds Control - Bridal Creeper	0.00	10,400.00
E131010 · Vermin Control	0.00	155.00
E131015 · House Mtce - 5 Warwick St	46.72	
E131020 · Landcare	10,593.38	16,900.00
E131030 · Rural Towns Program	33,644.81	2,000.00
E131040 · WWLZ Annual Contribution	31,900.62	
E131100 · Administration Allocated	6,015.66	5,979.00
E131190 · Depreciation	1,369.00	2,263.00
Total E131 · Rural Services	83,570.19	37,697.00
E132 · Tourism & Area Promo		
E132015 · Caravan Park Manager Salary	8,193.06	8,225.00
E132020 · Caravan Park Mtce	8,993.85	9,563.00
E132030 · Donation - Great Sth Dist Displ	500.00	500.00
E132190 · Depreciation	2,120.00	2,121.00
Total E132 · Tourism & Area Promo	19,806.91	20,409.00
E133 · Building Control Expenses		
E133010 · New Swimming Pool Inspections	0.00	200.00
E133190 · Depreciation	15.00	38.00
Total E133 · Building Control Expenses	15.00	238.00
E134 · Other Economic Services		
E134005 · Water Supply - Standpipes	3,392.61	3,406.00
E134015 · Telecentre	1,000.00	
Total E134 · Other Economic Services	4,392.61	3,406.00
Total E13 · ECONOMIC SERVICES.	107,784.71	61,750.00
E14 · OTHER PROPERTY & SERVICES.		
E141 · Private Works		
E141005 · Private Works	2,678.95	3,565.00
E141100 · Administration Allocated	5,139.37	5,108.00
Total E141 · Private Works	7,818.32	8,673.00
E142 · Town Planning Schemes		
E142010 · Pederick Drive Development	900.00	5,000.00
Total E142 · Town Planning Schemes	900.00	5,000.00
E143 · Works Overheads		
E143005 · Works Supervisors Salary	28,566.90	27,500.00
E143015 · CEO's Salary Allocation	30,661.93	16,000.00
E143020 · Engineering Superannuation	23,279.21	20,500.00
E143025 · Engineering - Other Expenses	688.03	850.00
E143030 · Sick & Holiday Pay	55,544.15	31,500.00
E143045 · Insurance on Works	32,325.08	32,500.00
E143050 · Protective Clothing	3,099.99	5,440.00
E143060 · CEO's Vehicle Allocation	0.00	800.00
E143065 · PWS - Vehicle Expenses	0.00	1,100.00
E143070 · Comm Network Mtce	0.00	385.00
E143075 · Telephone Expenses	3,200.32	2,500.00
E143080 · Staff Licences	0.00	220.00
E143085 · House Mtce - 5 Omdurman St	46.72	

Shire of Wagin
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	<u>Jul - Nov 2007</u>	<u>Budget</u>
E143090 - Conferences & Courses	916.09	2,200.00
E143095 - Staff Training	5,161.02	5,645.00
E143200 - LESS PWOH ALLOCATED	-157,736.04	-147,003.00
Total E143 - Works Overheads	25,753.40	137.00
E144 - Plant Cost Overheads		
E144010 - Fuel & Oil	52,814.17	55,000.00
E144020 - Tyres & Tubes	4,887.64	6,500.00
E144030 - Parts & Repairs	22,919.56	28,834.00
E144040 - Plant Repair - Wages	3,912.39	3,500.00
E144050 - Insurance and Licences	20,402.50	20,800.00
E144060 - Expendable Tools	2,536.71	3,400.00
E144200 - LESS POC ALLOCATED-PROJECTS	-110,100.33	-95,712.00
Total E144 - Plant Cost Overheads	-2,627.36	22,322.00
E146 - Salaries Control		
E146010 - Gross Total Salaries and Wages	807,164.74	750,000.00
E146200 - LESS SALS/WAGES ALLOCATED	-807,164.74	-750,000.00
Total E146 - Salaries Control	0.00	0.00
E147 - Unclassified Items		
E147005 - WMC Expenditure	179,072.80	261,595.00
E147006 - Wagin Frail Aged	135,757.17	117,500.00
E147010 - Transport Licensing	0.00	
E147015 - Community Requests	0.00	6,000.00
E147020 - GSRBA Inc	39,599.08	
E147030 - Payroll Clearing Account	0.00	0.00
E147035 - Banking Errors	200.00	
E147050 - Council Staff Housing Maint	10,122.38	14,970.00
E147100 - Administration Allocated	20,981.09	20,856.00
Total E147 - Unclassified Items	385,732.52	420,921.00
Total E14 - OTHER PROPERTY & SERVICES.	417,576.88	457,053.00
Total Expense	2,091,889.09	2,099,861.42
Net Income	746,291.29	870,614.58

Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007

	Type	Date	Num	Memo	Amount
**Acrod Parking Program	Bill Pmt -Cheque	27/11/2007	Debit	Parking Permits	-49.50
**Ag West Machinery	Bill Pmt -Cheque	20/11/2007	Debit	Parts & Repairs	-466.66
**Alexander Galt and Co Pty Ltd	Bill Pmt -Cheque	20/11/2007	Debit	Relic, Parts	-1,060.20
**Arrow Bronze	Bill Pmt -Cheque	27/11/2007	Debit	Dual Niche	-412.17
**Australia Post	Bill Pmt -Cheque	20/11/2007	Debit	Postage & Paper	-1,320.62
**Australian Communication Systems	Bill Pmt -Cheque	20/11/2007	Debit	Supply & Install Radio	-1,469.36
**B & J Barlow	Bill Pmt -Cheque	16/11/2007	Debit	Medical Fee Refund	-30.00
**Beaurepaires	Bill Pmt -Cheque	08/11/2007	Debit	Tyre Repairs	-345.30
	Bill Pmt -Cheque	20/11/2007	Debit	Tyre Repairs	-51.00
	Bill Pmt -Cheque	27/11/2007	Debit	Tyre Repairs	-202.60
**Best Office Systems	Bill Pmt -Cheque	08/11/2007	Debit	Meter Plan	-121.43
**Braden K Fisher	Bill Pmt -Cheque	08/11/2007	Debit	Reimbursement Telephone	-1,071.94
**Community Sport & Recreation Committee	Bill Pmt -Cheque	08/11/2007	Debit	Refresher Course	-115.00
**Courier Australia	Bill Pmt -Cheque	27/11/2007	Debit	Freight	-19.00
**CR & RD Stephens	Bill Pmt -Cheque	08/11/2007	Debit	Erect Neelascreeen at Swimming Pool	-2,264.39
	Bill Pmt -Cheque	27/11/2007	Debit	Repairs Pool, Wetlands, Town Hall, Library	-786.13
**Cr Keith Draper	Bill Pmt -Cheque	27/11/2007	Debit	Councillor Sitting Fees	-375.00
**Darren Smith - Carpenter & Joiner	Bill Pmt -Cheque	08/11/2007	Debit	Inspect Floor Lesser Hall	-271.33
**Daycrest Pty Ltd	Bill Pmt -Cheque	20/11/2007	Debit	Fuel Expenses	-727.56

**Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007**

**Department of Housing & Works.	Bill Pmt -Cheque	06/11/2007	Debit	Medical Fee Refund	-1,080.00
**DF Mercer	Bill Pmt -Cheque	06/11/2007	Debit	Medical Fee Refund	-30.00
**DI Blake	Bill Pmt -Cheque	20/11/2007	Debit	Push Gravel	-14,074.50
**Doms Delicatessen of Wagin	Bill Pmt -Cheque	08/11/2007	Debit	Refreshments	-28.14
**EW & RJ Pugh	Bill Pmt -Cheque	27/11/2007	Debit	Pump Pool Area	-115.50
**Ewen-Foley Agencies	Bill Pmt -Cheque	20/11/2007	Debit	Glyphosate, Turf Fertiliser	-537.90
**Fazfab	Bill Pmt -Cheque	08/11/2007	Debit	Repair Swimming Pool Pipe	-841.50
**Fire & Emergency Services Authority WA	Bill Pmt -Cheque	27/11/2007	Debit	ESL 2nd Quarter	-15,299.24
**Gemini Medical Services	Bill Pmt -Cheque	20/11/2007	Debit	Medical Retainer Fees	-12,375.00
**Great Southern Fuel Supply Katanning	Bill Pmt -Cheque	08/11/2007	Debit	Fuel Expenses	-163.48
**Jem Truck Sales	Bill Pmt -Cheque	20/11/2007	Debit	Repairs to Truck	-2,446.05
**Kastrel Painting & Decorating	Bill Pmt -Cheque	08/11/2007	Debit	Painting of Swimming Pool changerooms	-2,047.10
**Landgate	Bill Pmt -Cheque	27/11/2007	Debit	Interim Valuations	-284.10
**LE & LK Taylor Super Fund	Bill Pmt -Cheque	16/11/2007	Debit	Medical Fee Refund	-30.00
**McDowall Affleck	Bill Pmt -Cheque	08/11/2007	Debit	Town Planning	-1,100.00
**Metal Artwork Creations	Bill Pmt -Cheque	20/11/2007	Debit	Desk Name Plate & Base	-28.05
**Narrogin Computers	Bill Pmt -Cheque	08/11/2007	Debit	Canon Toner Cartridge	-105.00
**NB & VM Broom	Bill Pmt -Cheque	08/11/2007	Debit	Medical Fee Refund	-30.00

**Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007**

**Neil Butterworth Suprannuation Fund	Bill Pmt -Cheque	01/11/2007	Debit	Payroll 01/11/07	-2,758.86
	Bill Pmt -Cheque	15/11/2007	Debit	Payroll 15/11/07	-2,715.11
	Bill Pmt -Cheque	29/11/2007	Debit	Payroll 29/11/2007	-2,715.11
**NJ & EP Vagg	Bill Pmt -Cheque	06/11/2007	Debit	Medical Fee Refund	-30.00
	Bill Pmt -Cheque	08/11/2007	Debit	Stationary	-210.79
**Officeworks Business Direct	Bill Pmt -Cheque	27/11/2007	Debit	Refreshments	-1,283.10
**Palace Hotel	Bill Pmt -Cheque	08/11/2007	Debit	Town Planning	-1,549.01
	Bill Pmt -Cheque	20/11/2007	Debit	Town Planning Consulting Services	-924.27
**Planning Enterprises	Bill Pmt -Cheque	20/11/2007	Debit	Headwall	-3,025.00
	Bill Pmt -Cheque	08/11/2007	Debit	Name Badge	-62.50
**Roda Pipeline Products	Bill Pmt -Cheque	27/11/2007	Debit	Freight	-284.89
	Bill Pmt -Cheque	08/11/2007	Debit	Kkuyu Grass for Sportsground Oval	-5,511.00
**Signs Plus	Bill Pmt -Cheque	08/11/2007	Debit	Electricity Expenses	-2,238.80
	Bill Pmt -Cheque	27/11/2007	Debit	Electricity Expenses	-5,110.10
**Star Track Express Pty Ltd	Bill Pmt -Cheque	08/11/2007	Debit	No Fume Acid, Aqua King Repairs	-4,845.21
	Bill Pmt -Cheque	20/11/2007	Debit	Plate for Culvert	-53.24
**Symonds	Bill Pmt -Cheque	08/11/2007	Debit	CEO Recruitment Advertisement	-1,210.00
	Bill Pmt -Cheque	02/11/2007	Debit	Loan Repayment for Loan # 127	-3,000.00
**Synergy	Bill Pmt -Cheque	08/11/2007	Debit	Business Cards	-307.00
	Bill Pmt -Cheque	06/11/2007	Debit	Medical Fee Refund	-30.00
**Telford Industries	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		
**Terry Brown & Co	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		
**The Australian Local Government Job Dir	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		
**The Grain Pool of WA	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		
**Times Print	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		
**VJ Smith	Bill Pmt -Cheque	08/11/2007	Debit		
	Bill Pmt -Cheque	08/11/2007	Debit		

**Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007**

***Wagin Ag Centre	Bill Pmt -Cheque	20/11/2007	Debit	Bolts, Nuts, Threadlocker	-112.88
***Wagin Co-op.	Bill Pmt -Cheque	08/11/2007	Debit	Refreshments	-458.87
***Wagin Earthmoving	Bill Pmt -Cheque	20/11/2007	Debit	Mini Excavator, Skid Steer Hire	-1,171.50
***Wagin Gas Electrics	Bill Pmt -Cheque	08/11/2007	Debit	Maintenance To Shire Buildings	-2,650.51
	Bill Pmt -Cheque	27/11/2007	Debit	Repairs Pool, Rec Clre, Wetlands, Piesseville Appliance Shed	-4,278.68
***Wagin Panel and Paint	Bill Pmt -Cheque	27/11/2007	Debit	Supply & Fit Windscreen	-297.00
***Wagin Plumbing	Bill Pmt -Cheque	08/11/2007	Debit	Install Fire Hydrant	-3,887.51
***Wagin Spraying Service	Bill Pmt -Cheque	08/11/2007	Debit	Spray Town Oval	-682.00
***Wagin Telecentre	Bill Pmt -Cheque	27/11/2007	Debit	Fire Map Laminated	-6.55
***Wagin Telecentre-Comm Childcare Service	Bill Pmt -Cheque	02/11/2007	Debit	Donation Shade Sails	-1,000.00
***West Country Office Machines	Bill Pmt -Cheque	27/11/2007	Debit	Photocopier Meter Plan	-547.83
***Western Australian Local Government Ass	Bill Pmt -Cheque	27/11/2007	Debit	Advertising	-4,522.80
***Westrac Equipment	Bill Pmt -Cheque	20/11/2007	Debit	Purchase New Grader, Service Vehicle	-160,978.72
***Wilson Machinery	Bill Pmt -Cheque	20/11/2007	Debit	Blades, Bolts & Bushes	-137.50
Austral Mercantile Collections Pty Ltd	Bill Pmt -Cheque	08/11/2007	1589	Collection of Rates	-33.00
Australian Building Codes Board	Bill Pmt -Cheque	08/11/2007	1570	Building Code of Australia	-265.00
Barry Facey	Bill Pmt -Cheque	30/11/2007	1600	Medical Fee Refund	-30.00
BH & JR Barlow	Bill Pmt -Cheque	30/11/2007	1601	Medical Fee Refund	-30.00
Central Carpet Court	Bill Pmt -Cheque	27/11/2007	1587	Vinyl Flooring	-6,088.50

**Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007**

Cooltarring Grazing Co	Bill Print -Cheque	30/11/2007	1602	Medical Fee refund	-30.00
Cresswells Emporium	Bill Print -Cheque	20/11/2007	1582	Safety Boots, Work Jeans	-175.00
D & N Automotive Centre	Bill Print -Cheque	27/11/2007	1588	Check Bus Over	-84.30
Damo's Kwik-E-Mart	Bill Print -Cheque	27/11/2007	1589	Refreshments	-56.40
Department of Agriculture.	Bill Print -Cheque	27/11/2007	1590	Waybills	-14.50
Department of Planning & Infrastructure	Bill Print -Cheque	01/11/2007	Debit	Debit of Licensing Takings 30th Oct 2007	-10,328.90
	Bill Print -Cheque	02/11/2007	Debit	Debit of Licensing Takings 31st Oct 2007	-4,696.10
	Bill Print -Cheque	05/11/2007	Debit	Debit of Licensing Takings 1st Nov 2007	-4,371.65
	Bill Print -Cheque	06/11/2007	Debit	Debit of Licensing Takings 2nd Nov 2007	-2,073.90
	Bill Print -Cheque	07/11/2007	Debit	Debit of Licensing Takings 5th Nov 2007	-16,222.35
	Bill Print -Cheque	08/11/2007	Debit	Debit of Licensing Takings 6th Nov 2007	-8,432.60
	Bill Print -Cheque	09/11/2007	Debit	Debit of Licensing Takings 7th Nov 2007	-2,245.80
	Bill Print -Cheque	12/11/2007	Debit	Debit of Licensing Takings 8th Nov 2007	-1,433.90
	Bill Print -Cheque	13/11/2007	Debit	Debit of Licensing Takings 9th Nov 2007	-1,922.95
	Bill Print -Cheque	14/11/2007	Debit	Debit of Licensing Takings 12th Nov 2007	-5,822.65
	Bill Print -Cheque	15/11/2007	Debit	Debit of Licensing Takings 13th Nov 2007	-1,931.40
	Bill Print -Cheque	16/11/2007	Debit	Debit of Licensing Takings 14th Nov 2007	-3,162.45
	Bill Print -Cheque	19/11/2007	Debit	Debit of Licensing Takings 15th Nov 2007	-2,390.85
	Bill Print -Cheque	20/11/2007	Debit	Debit of Licensing Takings 16th Nov 2007	-7,310.30
	Bill Print -Cheque	21/11/2007	Debit	Debit of Licensing Takings 19th Nov 2007	-4,213.65
	Bill Print -Cheque	22/11/2007	Debit	Debit of Licensing Takings 20th Nov 2007	-8,959.65
	Bill Print -Cheque	23/11/2007	Debit	Debit of Licensing Takings 21st Nov 2007	-9,760.75
	Bill Print -Cheque	26/11/2007	Debit	Debit of Licensing Takings 22nd Nov 2007	-3,393.45
	Bill Print -Cheque	27/11/2007	Debit	Debit of Licensing Takings 23rd Nov 2007	-11,159.50
	Bill Print -Cheque	28/11/2007	Debit	Debit of Licensing Takings 26th Nov 2007	-8,843.90
	Bill Print -Cheque	29/11/2007	Debit	Debit of Licensing Takings 27th Nov 2007	-2,790.40
	Bill Print -Cheque	27/11/2007	1591	Vehicle Registration	-271.80
Department of Treasury & Finance	Bill Print -Cheque	20/11/2007	1593	Lost Book Recovery	-24.20
DJ & ER Leonard	Bill Print -Cheque	16/11/2007	1576	Medical Fee Refund	-30.00

Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007

Donsogna Bros Pty Ltd	Bill Pmt -Cheque	06/11/2007	1548	Medical Fee Refund	-30.00
Earl St Surgery	Bill Pmt -Cheque	27/11/2007	1592	Staff Medical Expenses	-106.90
EN & B Pugh	Bill Pmt -Cheque	08/11/2007	1571	Refuse Removal October 2007	-5,713.61
G & D Dunlop	Bill Pmt -Cheque	06/11/2007	1549	Medical Fee Refund	-30.00
GE West	Bill Pmt -Cheque	06/11/2007	1550	Medical Fee Refund	-30.00
GK & TF Nelson	Bill Pmt -Cheque	30/11/2007	1603	Medical Fee Refund	-60.00
Godfreys	Bill Pmt -Cheque	27/11/2007	1593	Vacuum Bags	-54.80
GV McNeil	Bill Pmt -Cheque	30/11/2007	1604	Medical Fee Refund	-30.00
Gwen Painter.	Bill Pmt -Cheque	06/11/2007	1551	Medical Fee Refund	-30.00
Harrington Bros	Bill Pmt -Cheque	30/11/2007	1605	Medical Fee Refund	-120.00
Ikes Home Improvement & Glass Centre	Bill Pmt -Cheque	20/11/2007	1594	Pespex	-255.00
J Pascoe	Bill Pmt -Cheque	06/11/2007	1552	Medical Fee Refund	-30.00
JM McQueen	Bill Pmt -Cheque	06/11/2007	1553	Medical Fee Refund	-30.00
Joyce Painter.	Bill Pmt -Cheque	06/11/2007	1554	Medical Fee Refund	-30.00
KA Burnett	Bill Pmt -Cheque	06/11/2007	1555	Medical Fee Refund	-30.00
KN Smith	Bill Pmt -Cheque	30/11/2007	1606	Medical Fee Refund	-60.00
LG & GM Potts	Bill Pmt -Cheque	06/11/2007	1556	Medical Fee Refund	-30.00
M & RT Carbone	Bill Pmt -Cheque	06/11/2007	1557	Medical Fee Refund	-30.00

Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007

ME Smith	Bill Pmt -Cheque	06/11/2007	1538	Medical Fee Refund	-30.00
Melissa McDermott:					
MW South	Bill Pmt -Cheque	16/11/2007	1579	Medical Fee Refund	-30.00
National Bank	Bill Pmt -Cheque	06/11/2007	1559	Medical Fee Refund	-30.00
	Bill Pmt -Cheque	01/11/2007	Debit	Bank Fees	-215.12
	Bill Pmt -Cheque	01/11/2007	Debit	National Online Fee SWL Licence	-92.04
	Bill Pmt -Cheque	20/11/2007	Debit	Debit of NAB Credit Card Purchases	-732.55
PS & SA Beynon	Bill Pmt -Cheque	06/11/2007	1560	Medical Fee Refund	-30.00
R & V Kelly	Bill Pmt -Cheque	16/11/2007	1580	Medical Fee Refund	-30.00
RG & CS Bolt	Bill Pmt -Cheque	06/11/2007	1581	Medical Fee Refund	-30.00
RH & G Burchill	Bill Pmt -Cheque	06/11/2007	1562	Medical Fee Refund	-30.00
RM Carlisle	Bill Pmt -Cheque	06/11/2007	1563	Medical Fee Refund	-30.00
Rural Press Regional Media WA Pty.Ltd.	Bill Pmt -Cheque	27/11/2007	1599	Advertising	-742.39
SA & CM Batt	Bill Pmt -Cheque	16/11/2007	1581	Medical Fee Refund	-30.00
Shire of Wagin.	Bill Pmt -Cheque	13/11/2007	1577	Daily Cash Office float	-100.00
	Bill Pmt -Cheque	27/11/2007	1595	Community Bus Income	-37.40
Siphon Pty Ltd.	Bill Pmt -Cheque	06/11/2007	1564	Medical Fee Refund	-150.00
Sports Locker	Bill Pmt -Cheque	20/11/2007	1585	Soccer Balls & Other Sports Equipment	-216.00
Telstra	Bill Pmt -Cheque	08/11/2007	1572	Telephone Expenses	-892.93
	Bill Pmt -Cheque	27/11/2007	1596	Telephone Expenses	-1,278.85
Tresna Thompson	Bill Pmt -Cheque	06/11/2007	1565	Medical Fee Refund	-30.00

**Shire of Wagin
List of Creditors Paid from the Municipal Fund Account
November 2007**

Wagin Blue Light	Bill Pmt -Cheque	07/11/2007	1568	Donation Towards Blue Light Disco	-500.00
Wagin District High School.	Bill Pmt -Cheque	27/11/2007	1597	Donation Awards Night	-130.00
Wagin Meats	Bill Pmt -Cheque	20/11/2007	1586	Sausages	-26.40
Wagin Medical Centre.	Bill Pmt -Cheque	08/11/2007	1573	Staff Medical	-110.00
Wagin Newsagency	Bill Pmt -Cheque	27/11/2007	1598	Stationery	-111.74
Wagin Pony Club	Bill Pmt -Cheque	08/11/2007	1574	Afternoon Tea For Stay On Your Feet	-200.00
Water Corporation	Bill Pmt -Cheque	08/11/2007	1575	Fire Service	-121.95
Wattle Grove Motel	Bill Pmt -Cheque	08/11/2007	1576	Accommodation	-140.00
WC Painter & Co	Bill Pmt -Cheque	08/11/2007	1566	Medical Fee Refund	-90.00
WN Plesse	Bill Pmt -Cheque	08/11/2007	1567	Medical Fee Refund	-30.00

**Shire of Wagin Trust Account
List of Creditor Paid from the Trust Fund Account
November 2007**

	Type	Date	Num	Memo	Amount
Brian Anderson.	Bill Pmt-Cheque	07/11/2007	1696	Refund of Nomination Deposit	-80.00
CR & R Batt	Bill Pmt-Cheque	07/11/2007	1697	Refund Bond Hire of Eric Farrow Pavilion	-250.00
Drew Bartram.	Bill Pmt-Cheque	27/11/2007	1704	Refund bond hire of Community Bus	-150.00
Greg Ball.	Bill Pmt-Cheque	07/11/2007	1698	Refund of Nomination Deposit	-80.00
Howard Ward	Bill Pmt-Cheque	27/11/2007	1705	Refund bond hire of Community Bus - Crop Inspections	-150.00
James Cowden.	Bill Pmt-Cheque	27/11/2007	1706	Refund bond hire of Community Bus - Landcare Dumbleyung	-150.00
Jason Reed.	Bill Pmt-Cheque	07/11/2007	1699	Refund of Nomination Deposit	-80.00
Johnine Barlow.	Bill Pmt-Cheque	07/11/2007	1700	Refund Bond Hire of Eric Farrow Pavilion for Wedding	-250.00
Julie Stott.	Bill Pmt-Cheque	27/11/2007	1707	Refund bond hire of Eric Farrow Pavilion	-300.00
Keith Draper.	Bill Pmt-Cheque	07/11/2007	1701	Refund of Nomination Deposit	-80.00
Phillip Blight	Bill Pmt-Cheque	07/11/2007	1702	Refund of Nomination Deposit	-80.00
Uniting Church.	Bill Pmt-Cheque	07/11/2007	1703	Refund Bond Hire of Eric Farrow Pavilion	-150.00
Wagin Vineyard Church.	Bill Pmt-Cheque	27/11/2007	1709	Refund bond hire of Eric Farrow Pavilion 12th & 13th November 2007	-150.00

**Wagin Medical Centre
Operating Statement
July through December 2007**

	<u>Jul - Dec 2007</u>	<u>Budget</u>
Ordinary Income/Expense		
Income		
I100 - Operating Income		
I100010 - Surgery Visits	125,762.02	213,000.00
I100020 - Hospital Visits	5,949.32	30,000.00
I100030 - WACRRM Practice Support	0.00	3,000.00
I100040 - Practice Incentive Payments	20,749.89	18,000.00
I100060 - Interest	50.34	180.00
I100070 - Reimbursements	0.00	900.00
I100080 - Contribution from Dumbleyung	4,602.55	5,490.00
Total I100 - Operating Income	157,114.12	270,570.00
Total Income	157,114.12	270,570.00
Expense		
E200 - Operating Expenditure		
E200010 - Doctors Wages	99,535.08	144,000.00
E200020 - Administration Wages	29,374.66	39,000.00
E200030 - Practice Nurse Wages	14,825.68	33,000.00
E200040 - Cleaners Wages	4,839.56	6,000.00
E200050 - Superannuation	12,467.13	21,000.00
E200060 - Locum Doctor Expenses	0.00	1,000.00
E200065 - Staff Other Expenses	323.48	540.00
E200070 - Workers Comp Insurance	13,272.70	14,000.00
E200075 - Professional Indemnity Ins	4,177.39	6,000.00
E200080 - Professional Promotion	0.00	300.00
E200090 - Staff Training	185.45	1,500.00
E200095 - Staff Uniforms	0.00	1,000.00
E200100 - Telephone & Mobile	4,222.25	4,800.00
E200110 - Electricity & Gas	1,383.60	1,650.00
E200120 - Water	119.00	960.00
E200130 - Office Supplies & Maintenance	1,815.20	3,000.00
E200140 - Printing & Stationery	976.22	1,500.00
E200150 - Repairs	0.00	480.00
E200160 - Office Cleaning Supply & Serv	181.83	300.00
E200170 - Vehicle Running Costs W.1479	1,260.74	2,400.00
E200180 - Gardening Service - Nenke St	1,194.80	1,500.00
E200190 - Internet Access	47.67	480.00
E200200 - Medical Supplies	2,229.55	6,000.00
E200210 - Computer Systems	386.10	1,500.00
E200220 - Postage and Freight	1,203.94	1,200.00
E200240 - Subscriptions	1,249.18	1,320.00
E200250 - Advertising	0.00	300.00
E200260 - Bank Fees & Charges	718.38	1,200.00
E200280 - Refund Consultation Fees	116.51	240.00
E200290 - Travelling	4.09	120.00
E200350 - Other Expenses	621.66	1,500.00
E200360 - Building Insurance	717.98	800.00
E200370 - Bank Errors	0.00	150.00
Total E200 - Operating Expenditure	197,449.83	298,740.00
Total Expense	197,449.83	298,740.00
Net Ordinary Income	-40,335.71	-28,170.00
Net Income	-40,335.71	-28,170.00

Wagin Medical Centre
List of Creditors Paid from the Operating Cheque Account
November 2007

	Type	Date	Num	Memo	Amount
**Australia Post	Bill Pmt -Cheque	26/11/2007	Debit	Postage	-83.70
**Best Office Systems	Bill Pmt -Cheque	26/11/2007	Debit	Metar Plan	-95.00
**Shire of Wagin	Bill Pmt -Cheque	01/11/2007	Debit	Recoup Expenses	-33,987.43
	Bill Pmt -Cheque	26/11/2007	Debit	Operating Expenses adjustment	-4,010.79
**Wagin District Farmers Coop	Bill Pmt -Cheque	26/11/2007	Debit	Refreshments	-84.04
National Bank	Bill Pmt -Cheque	01/11/2007	Debit	Bank Fees and Charges	-50.48
	Bill Pmt -Cheque	30/11/2007	Debit	Bank Fees and Charges	-51.50
Rural Press Regional Media	Bill Pmt -Cheque	26/11/2007	508	Advertising	-54.30
Surgical House	Bill Pmt -Cheque	01/11/2007	505	Medical Supplies	-253.60
Telstra	Bill Pmt -Cheque	05/11/2007	Debit	Telephone Expenses	-529.43
	Bill Pmt -Cheque	15/11/2007	Debit	Telephone Expenses	-40.00
	Bill Pmt -Cheque	26/11/2007	509	Telephone Expenses	-49.94
Wagin Medical Centre.	Bill Pmt -Cheque	01/11/2007	505	Petty Cash Recoup	-162.75
Wagin Newsagency	Bill Pmt -Cheque	26/11/2007	510	Stationary	-33.75
Wayne Kapene	Bill Pmt -Cheque	01/11/2007	507	Reimbursement	-32.10
Westnet	Bill Pmt -Cheque	05/11/2007	Debit	Internet Access for November	-84.94

9.3 WORKS AND SERVICES

9.1.3	Extension of Unicorn Street
Location:	Unicorn Street
Proponent:	T & J Swayn
Reporting Officer:	Deputy Chief Executive Officer
File:	WRK 10

Summary

The proponent has written to Council requesting approval to extend the formation of Unicorn Street by an additional 120 metres as per the attached map.

Background

Unicorn Street runs south from Upland Street and is approximately 1450 metres long, 750 metres is bitumen sealed, 325 metres is gravel and the remaining 375 metres is unformed.

The proposal is to form up and gravel 120 metres from the Scott Street intersection to the beginning of lot 496 to enable this lot to be accessed.

Comment

The proponent has requested this works be carried at Council's cost, I have contacted the Department of Local Government and Regional Development regarding Council's obligation in constructing unformed gazetted roads, the following response was received:

There is no obligation on a local government to construct a gazetted road that "exists on a plan" but has never been constructed. However, if the Shire does construct a road, I believe that there would be an obligation on the Shire to maintain it in a safe condition.

I note that the construction of the roads would be costly and benefit only a few adjoining owners. In this situation, it is open to the Shire to request a contribution from the landowner for the road construction.

Council's Works Manager has estimated the cost to form up and gravel this extension at \$4,000, he has also stated that no trees require removing during construction of the extension.

Recently, Council has constructed roads for a proponent on a 50/50 cost sharing basis, with this in mind it seems appropriate to request the proponent pay an upfront 50% contribution before the works are carried out.

Statutory Environment

Local Government Act 1995

Policy Implications

Nil

Budget Implications

No provision has been made in our current budget, this work could be funded from Road Maintenance and a estimated cost of \$4,000 which 50% would be funded upfront by the proponent.

Officer's Recommendation

That Council advise T & J Swayne that it approves an extension to the formation of Unicorn Street subject to a 50% upfront contribution of \$2,000 before the works are scheduled and carried out.

Council Resolution**626 Cr KM Draper/Cr GR Ball**

That the Officer's Recommendation be adopted.

**CARRIED BY AN
ABSOLUTE MAJORITY**
Vote 11/0

UNICORN STREET

9.3.2**Works Management Report – November 2007****Location:****Shire of Wagin****Proponent:****Staff****Reporting Officer:****Manager of Works****File:****Summary**

In accordance with Council's request, Council is to be presented with a Works Management Report for adoption.

Background

Works management information has previously been provided in Council's information bulletin, however it is more appropriate to formalize a report and present to Council for adoption at each Ordinary Council meeting.

Comment

A copy of the Works Management report is attached to this item including additional information that Council has deemed appropriate to receive.

Statutory Environment

Nil

Policy Implications

Nil

Budget Implications

Nil

Officer's Recommendation

That Council adopts the Works Management Report comprising of the Works Progress Report, Works Capital and Maintenance Reports and the Plant Report for the period ending 30th November 2007.

Council Resolution

627 Cr IC Cumming/Cr BW Anderson

That the Officer's Recommendation be adopted.

CARRIED
Vote 11/0

Shire of Wagin

Works Report – November 2007

Works Completed	Description
Urban Street	Construct and seal 58 metres
Nenke Street	Construct & seal 380 metres
Traverse Street	Reseal 350 metres
Kitchener Street	Reseal 350 metres
Nenke Street	Reseal 220 metres
Future Works	Description
Taylors Road	Gravel sheet 3km
Sprigg – Fraser Road	Construct gravel sheet 4 km
Bowling Club	Cart sand for new green
On Going Works	Description
Maintenance grading	Various Roads
Town site	Maintenance and weed spraying
General	Odd jobs as required
Plant Down Time	Description

**Shire of Wagin
Capital Works Programme
1st July 2007 to 30th September 2007**

Construction Program	Description	Actual 30/11/2007 \$	Budget 30th June 08 \$	Variance \$	% of Budget %	Job Status
CP25 - Ballagin	Surface Correction		133,650	133,650	0.00	Not Started
CP26 - Tudhoe	Lukin St/Tarbet St		11,900	11,900	0.00	Not Started
CP27 - Tudhoe	Ventnor St		38,100	38,100	0.00	Not Started
CP28 - Traverse	Reseal		9,000	9,000	0.00	Not Started
CP29 - Kitchener	Reseal		9,000	9,000	0.00	Not Started
CP30 - Wetlands Park	Reseal		16,325	16,325	0.00	Not Started
CP31 - Nenke	Reseal	767	9,000	8,233	8.52	In Progress
CP32 - Nenke	Construct & Seal	1,324	11,000	9,676	12.04	In Progress
CP33 - Umbra	Surface Correction		12,000	12,000	0.00	Not Started
Total Construction Program		2,091	249,975	247,884	0.84	

Shire of Wagin
Works Maintenance Programme
1st July 2007 to 30th September 2007

Maintenance Program	Description	Actual 30-Nov-07 \$	Budget 30th June 08 \$	Variance \$	% of Budget %	Job Status
MP20 - Beaufort Road	Gravel Sheet	34,991	25,000	-	139.96	Completed
MP21 - Jaloran Road	Clear, Widen Shoulders	52,446	58,800	6,354	89.19	Completed
MP22 - Wagin - Wickepin	Clear, Widen Shoulders	29,513	36,000	6,487	81.98	Completed
MP23 - Bullock Hills	Clear, Widen Shoulders	27,662	25,000	-	110.65	Completed
MP24 - Dongolocking	Surface Correction	14,938	28,000	28,000	-	Not Started
MP25 - Warup West	Gravel Sheet	14,938	30,000	15,062	49.79	In Progress
MP26 - Warup South	Gravel Sheet	300	25,000	25,000	-	Not Started
MP27 - Sprigg Fraser	Gravel Sheet	8,497	25,000	24,700	1.20	In Progress
MP28 - Taylors	Gravel Sheet	18,124	30,093	16,503	33.99	Completed
MP29 - Behn Ord	Clear, Widen Shoulders	37,015	25,000	11,969	60.23	Completed
MP 30 - Noble	Clear, Widen Form	51,969	35,000	2,015	105.76	Not Started
MP31 - Piesseville Jaloran	Clear, Widen Form	53,987	112,000	60,031	46.40	Completed
Unscheduled Maintenance/Bridge		311	130,000	76,013	41.53	On Going
Maintenance Grading			100,000	99,689	0.31	On Going
Rural Tree Pruning						On Going
Total Maintenance Program		329,753	709,893	380,140	46.45	

**Plant Report
Nov-07**

Plant	Rego #	Plant #	Operator	Kms/Hours 31/10/2007	Kms/Hours 30/11/2007	Kms/Hours Nov	Kms/Hours Financial Year	Plant Costs Financial Year
2000 Cat Grader	W9925	P10	C Bunter	19	90	71	90	\$0
2006 Cat Front End Loader	W9776	P11	D Cooper	933	982	49	351	\$2,075
2004 Cat Grader	W1019	P12	M Foale	3370	3395	25	380	\$7,660
2003 Isuzu Tip Truck	W1015	P13	W Stephens	114122	116116	1994	8047	\$5,074
2006 Isuzu Tip Truck	W1002	P14	D Storey	23700	26000	2300	13622	\$2,329
1999 Cat Roller	W7862	P15	K Pollard	4391	4423	32	271	\$6,592
2006 Isuzu Tray Top	W1012	P16	R Hollands	38360	39638	1278	8883	\$1,883
2006 Case Backhoe	W242	P17	S Hiskins	1203	1265	62	328	\$3,358
2005 Tractor Plant	W9630	P18	R White	451	451	0	125	\$360
1990 Case Road Roller	W841	P19	Various	7011	7011	0	0	\$773
2005 John Deere Tractor	W9618	P20	Various	569	580	11	120	\$735
2005 Iveco Tray Top	W676	P21	C Bunter	30695	31620	925	9444	\$838
John Deere	W487	P22	L Fuss		40	40	40	\$60
2003 Mitsubishi Tray Top	W1010	P24	R White	59731	59981	250	6318	\$155
2003 Mitsubishi Tray Top	W1001	P25	L Fuss		16359	16359	16359	\$623
2005 Mitsubishi Tray Top	W1007	P26	B McNamara	25172	25776	604	4687	\$349
2005 Mitsubishi Tray Top	W1022	P27	M Foale	55256	55596	340	5964	\$570
2005 Mitsubishi Tray Top	W9655	P85	R Kelly	20571	21703	1132	16217	\$362
2006 Ford Fairmont Sedan	W1	P01	B Fisher	19386	22207	2821	18369	\$2,540
2006 Ford Falcon Sedan	W001	P02	B Roderick	21426	23429	2003	7932	\$1,237
2007 Ford Territory Sedan	W1008	P04	A Hicks	18396	20895	2499	19665	\$602
Ford Courier	W1044	P38	T Evans	69579	70214	635	3620	\$1,083
2006 Ford Fairmont Sedan	W1479	P05	Doctor	25781	26993	1212	15538	\$416
2006 Ford Laser Hatch	W1017	P06	L West	33334	35468	2134	3861	\$560
2005 Ford Falcon Sedan	W468	P80	S Cuthbert	55500	57545	2045	11545	\$183
2001 Toyota Coaster Bus	W1212	P07		63048	63048	0	4849	\$1,098
HACC Bus	W753	P83	HACC	65000	65000	0	1000	\$430
2007 Ford Falcon St Sedan	W9800	P86	DK HACC	6725	6725	0	2718	\$266

10. ANNOUNCEMENT BY THE PRESIDENT, COUNCILLORS AND STAFF

Cr Brockway advised that she had attended;

- 6/12/2007 Chief Executive Officer Interviews.
- 12/12/2007 School Presentation Night

Cr Brockway advised the Chief Executive Officer candidate who was offered this position had declined. The current Deputy Chief Executive Officer will act as Chief Executive Officer until the 11th February 2008 when Mr Len Calneggia will commence duties as Acting Chief Executive Officer. Mr Calneggia will work three days per week.

Council will consider re-advertising in early February, Recruiting Consultant, Mr Mike Fitzgerald has indicated that he will only charge for travelling if Council wishes to continue to use his services.

Thank you to Cr Draper for representing the Shire at the Senior Citizens Dinner.

Cr Morgan along with previous Chief Executive Officer and Manager of Works met with Land Conservation representatives regarding clearing of land for the new white dam. A request has been put forward to clear three hectares of land.

CEO advised;

Local Government Insurance Scheme

The Acting Chief Executive Officer advised Council that the Shire has been a member of the Local Government Insurance Scheme since its inception, the scheme has a surplus of funds due to minimal claims in the last few years.

The scheme has commenced a reimbursement divided program and has paid Council a dividend of \$6,104. This is calculated on premiums paid by Council and their claims history.

A further \$3,052 can be drawn on by Council for Insurance type projects.

It is envisaged that the reimbursement scheme will continue into future years.

Pederick Drive Subdivision

In September 2006 Council resolved to proceed with Stage 2 of the Pederick Drive Subdivision, through Council's planning consultant we have received an invoice of \$3,800 for the electrical design and a quote for \$13,209.02 from Western Power for the electrical infrastructure work.

The quote is considered very reasonable and we are urged to accept and pay for it.

Council has only budgeted the sum of \$12,000 for Pederick Drive Stage 2 as it was thought that the development would not be so far progressed in 2007/2008.

The \$12,000 is being funded from the Land Development Reserve. It is suggested that the invoice and quote be paid along with any further payments, with the costs at the end of the year be transferred from Councils Land Development Reserve.

Council Resolution**628 Cr PJ Blight/Cr AC Dohle**

That Council;

1. Authorise payment of the electrical design invoice and Western Power quote and any further expenditure incurred for the Pederick Drive Subdivision Stage 2.
2. All expenditure incurred in 2007/2008 for this development to be transferred from Councils Land Development Reserve at the end of the financial year.

CARRIED

Vote 11/0

11. ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. URGENT BUSINESS INTRODUCED BY DECISIONS OF THE MEETING**a) Elected Members**Wagin Train Station and Platform**Council Resolution****629 Cr IC Cumming/Cr JLC Ballantyne**

That Council discuss the Wagin Train Station and Platform.

CARRIED

Vote 11/0

Cr Morgan advised Council that he has been inform from a reliable source that the Wagin Train Station and Platform is to be demolished early in the New Year. He suggested Council write to Westrail asking them of their intentions.

Council Resolution**630 Cr DK Morgan/Cr JL Ewen**

That Council write to Westrail asking their intentions regarding the Wagin Train Station and Platform and expressing Councils wishes to see the Station retained in its present form.

CARRIED

Vote 11/0

Narrogin Federal Street Clinic Request**Council Resolution****631 Cr PJ Blight/Cr BW Anderson**

That Council discuss the Narrogin Federal Street Clinic request.

CARRIED
Vote 11/0

The Federal Street Medical Clinic has written to Council seeking support o have their District of Workplace Shortage classification reinstated. The classification allows both medical clinics to employ overseas doctors which otherwise is not allowed.

Council Resolution**632 Cr GR Ball/Cr BW Anderson**

That Council write a letter of support to the Federal Street Clinic regarding their reinstatement of their District of Workplace Shortage Classification.

CARRIED
Vote 11/0

b) Officers

Nil

13. CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT s5.23(2)

Nil

14. CLOSURE

There being no further business the President thanked those in attendance and closed the meeting at 9.55pm.

These Minutes were confirmed at a meeting held on

Signed _____

Presiding Member at the meeting at which the Minutes were confirmed.

Dated _____