



23 APRIL 2013

ORDINARY MEETING

MINUTES

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1. OPENING

Cr Pepper declared the meeting open at 2.20pm

2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 Members Present

Cr DJ Ridgway	President	South Ward (from 2.56pm)
Cr CJ Pepper	Deputy President	West Ward
Cr JD Alexander		North Ward
Cr BM Foster		West Ward
Cr P Gogol		North Ward
Cr KM Murray		North Ward
Cr LC Shaw		West Ward
Cr DC White		South Ward

2.2 Staff In Attendance

Mr SP Gollan	Chief Executive Officer
Mr SK Marshall	Deputy Chief Executive Officer
Mrs A Lewis	Executive Assistant
Mr BS de Beer	Shire Planner (from 2.20pm to 2.30pm)

2.3 Observers And Visitors

Nil

2.4 Apologies and Approved Leave of Absence

Nil

2.5 Condolences

The Shire of Beverley offers its condolences to the families of:

GRAY	Rex	31 March 2013
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3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4. PUBLIC QUESTION TIME

Nil

5. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

6. DECLARATIONS OF INTEREST

Nil

7. CONFIRMATION OF MINUTES

7.1 Minutes Of The Ordinary Council Meeting Held 26 March 2013

OFFICER'S RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held Tuesday 26 March 2013 be confirmed.

COUNCIL RESOLUTION

M1/0413

Moved: Cr Shaw

Seconded: Cr Foster

That the Minutes of the Ordinary Council Meeting held Tuesday 26 March 2013 be confirmed.

CARRIED 7/0

7.2 Minutes of the Development Services Meeting Held 15 April 2013

1. OPENING

The Chairperson declared the meeting open at 9:00am

2. ATTENDANCE and APOLOGIES

2.1 Members Present

Cr DJ Ridgway	President	South Ward
Cr CJ Pepper	Deputy President	West Ward
Cr BM Foster		West Ward

2.2 Staff in Attendance

Mr SP Gollan	Chief Executive Officer
Mr SK Marshall	Deputy Chief Executive Officer
Mr SP Vincent	Manager of Works
Mrs A Lewis	Executive Assistant

2.3 Observers and Visitors

Nil

2.4 Apologies

Nil

3. DECLARATIONS OF INTEREST

Nil

4. CONFIRMATION OF MINUTES

4.1 Minutes of the Development Services Committee Meeting 19 October 2012

COMMITTEE'S RECOMMENDATION

That the Minutes of the Development Services Committee Meeting held 19 October 2012 be confirmed

COMMITTEE'S RESOLUTION

MDS1/0413

Moved: Cr Foster

Seconded: Cr Pepper

That the Minutes of the Development Services Committee Meeting held 19 October 2012 be confirmed.

CARRIED 3/0

5. REPORTS, MATTERS ARISING AND UPDATES

Committee Members discussed the Project Status Report submitted by the Chief Executive Officer.

Matters of interest and decided upon by the Committee included the following:

Beverley Caravan Park

A report will be initiated to investigate the costs of purchasing and installing onsite self-contained units.

Apex Park

A report will be initiated to find out what constitutes an "RV Friendly" Town and the possibility of having an overnight RV stopping point at Apex Park (max stay 12 hours for example).

Hunt Road Intersection

A representative from Main Roads will be invited to come and have a look at this intersection. The intersection will also be incorporated in Main Street Scape Development Project.

Vincent Street

The bins are still being worked on; tin has gone missing so the project is behind slightly.

Stefan de Beer has started work on the Street Scape Development, but will need three months before anything can be presented to Council.

New signs will be researched for Lukin and Nicholas Streets, and a report will be presented at the next Development Services Meeting. The signs at Vincent Street/Hunt Road will need to be discussed with the Main Roads representative.

Building Inspections

Marko Valentini is to carry out an inspection of all Council owned buildings and provide a report.

Youth Action Plan

A Youth Forum is to be held on Friday 3 May 2013. Invitations have been sent to children via Beverley District High School, Beverley Blarney and the Bulletin.

Christmas Decorations & Lights

New Christmas lights are to be looked at for Federation Square.
The Shire will ask people to register their home addresses in the Christmas Light Competition 2013 and an extra prize will be awarded from those who register.

New Projects added to the Status Report

Lukin Street Park – extra trees/plants to be planted to help protect against erosion.

Silver Chain – research into what Silver Chain provide, how much etc.

Beverley Show – last year was a success, so Council to have a stall again this year.

6. NEW BUSINESS ARISING BY ORDER OF THE MEETING

New Business of an urgent matter only arising by order of the meeting.

7. CLOSURE

The Chairperson declared the meeting closed at 11.20am

OFFICER'S RECOMMENDATION

That the Minutes of the Development Services Committee Meeting held Monday 15 April 2013 be received.

COUNCIL RESOLUTION

M2/0413

Moved: Cr Foster

Seconded: Cr Gogol

That the Minutes of the Development Services Committee Meeting held Monday 15 April 2013 be received.

CARRIED 7/0

Cr Gogol will replace Cr Fregon on the Development Services Committee

7.3 Minutes of the Fire Control Officers Meeting 17 April 2013

MINUTES OF THE MEETING OF FIRE CONTROL OFFICERS HELD ON WEDNESDAY 17 APRIL 2013 COMMENCING AT 7:40PM

PRESENT:

Jim Aird	Chief Fire Control Officer
Richard Smith	Deputy Chief Fire Control Officer
Rob Fisher	FCO Dale Brigade
Paul Schilling	FCO Dale West Brigade
Lincoln Murray	FCO North East Brigade
Dean Aynsley	FCO Morbining Brigade
Bruce Kilpatrick	FCO Bally Bally Brigade
Andrew Shaw	FCO Talbot Brigade
John Barrett-Lennard	FCO Avondale Brigade
Justin Corrigan	Community Emergency Services Manager

APOLOGIES:

Dee Ridgway	President, Shire of Beverley
Gary Cope	DFES
Sven Anderson	DFES
Stephen Gollan	Chief Executive Officer
Darren Boyle	FCO Central Brigade
Garry Miller	FCO Kokeby Brigade
David Adams	FCO Kokeby West Brigade

CONFIRMATION OF MINUTES:

Moved Andrew Shaw

Seconded Rob Fisher

That the Minutes of the Fire Control Officers meeting held on the 27 October 2012 as printed be confirmed.

CARRIED 9/0

BUSINESS ARISING:

HARVEST BANS

Deputy Chief Fire Control Officer Richard Smith requested an amendment to the minutes to reflect that harvest bans will only be imposed after consultation between the Chief Fire Control Officer, Deputy Chief Fire Control Officer and FCO's when Shire resources are attending fire outside of the Shire.

ELECTION OF OFFICE BEARERS:

Chief Bush Fire Control Officer

Moved: Richard Smith Seconded: Deane Aynsley
That Bruce Kilpatrick be nominated for position of Chief Fire Control Officer.

Bruce Kilpatrick accepted the nomination.

No further nominations were received and Bruce Kilpatrick was duly elected.

CARRIED 9/0

Deputy Chief Bush Fire Control Officer

Moved: Lincoln Murray Seconded: Richard Smith
That Rob Fisher be nominated for position of Deputy Chief Fire Control Officer.

Rob Fisher accepted the nomination.

No further nominations were received and Rob Fisher was duly elected.

CARRIED 9/0

BRIGADE REPORTS:

Avondale: Nothing to report

Bally Bally: Nothing to report

Beverley Central: Nothing to report

Dale: Attended 2 small fires, 1 x hay fire 1 x car fire

Dale West: Nothing to report

Kokeby: Nothing to report

Kokeby West: Nothing to report

Morbining:

- Quiet fire season, attended a couple of fires
- Deane Aynsley to approach Adam Smith to see if he would like to take the role of appliance officer for the brigade
- New water tank installed thanks to the Western Power grant
- Fire unit requires minor repairs

North East: Attended a couple fires from lighting strikes

Talbot: Attended small mower fire

DISCUSSION TOPICS:

BRIGADE AMALGAMATION

Lincoln Murray addressed the meeting with the proposed idea of amalgamating the current 10 Bush Fire Brigades into 3 which will be 1 brigade to the West, 1 brigade to the East and 1 Central Brigade. Lincoln discussed that with his time at Broomehill they did this process and it worked well with some advantages:

- Less administration work
- Less senior firefighting position to fill (Brigade Captains, Lieutenants)
- Better attendance to fires

Richard Smith was worried that amalgamating into 3 brigades would place too much pressure on the Chief Fire Control Officer and Deputy Chief Fire Control Officer, he proposed that maybe it would be better to combine the brigades to 6 or 7.

Andrew Shaw was concerned that the road network within his region would not support the idea of one brigade. He would be happy to possibly see 3 brigades to the West of the Shire.

John Barrett-Lennard asked to hold a separate meeting to discuss this proposal.

Moved: Deane Aynsley Seconded John Barrett-Lennard
That a meeting be held on 3 July at 6pm in Council Chambers to discuss
amalgamation and brigade fire boundaries.

CARRIED 9/0

TRAINING

Justin Corrigan presented the meeting with the brigade training records. He explained that there should be a minimum standard of requirements for fire fighters to meet. It was disappointing to see that there is a low number of people completing any training at all. The meeting decided that this be addressed at the same time as the possible brigade amalgamation.

SHIRE OF BEVERLEY BUSH FIRE BRIGADE ADMINISTRATION GUIDELINES

Justin Corrigan tabled a copy of Bush Fire Brigade Administration Guidelines for the Shire of Beverley. It was explained this document was designed to give the brigades an understanding of the roles and responsibilities of its members as it covers everything the brigades need to know for their day to day running. It was explained that times are changing and we need to have a policy in place to protect ourselves from possible litigation if things go wrong. The meeting was told there was nothing in this document that they don't do already, the meeting agreed in principal with the document and they asked that they be able to review the policy on an annual basis.

GENERAL BUSINESS:

UNRESTRICTED BURNING

Andrew Shaw addressed the meeting with concerns that the Shire went into unrestricted burning on Easter Monday, he was advised that for the Shire to extend its restricted burning we would have needed to do it for a further 7 days, it was decided that this process would be looked at in the future.

RADIO CALL SIGNS

Rob Fisher asked that with the new Chief Fire Control Officer and Deputy Chief Fire Control Officer we review our radio call signs.

Moved: Rob Fisher

Seconded: Andrew Shaw

That the Chief Fire Control Officer call sign be BEVERLEY 1

That the Deputy Chief Fire Control Officer be BEVERLEY 2

CARRIED 9/0

JANUARY AVAILABILITY

Rob Fisher addressed the meeting concerned with the number of FCO's available through January each year, the meeting decided that a possible register be set up for this time.

THANK YOU

Rob Fisher thanked the retiring Chief and Deputy Chief for their services and commended them on a job well done.

DALE WEST FIRE TENDER

Jim Aird advised the meeting that the replacement vehicle for the Dale West Brigade would go from a 3.4 to 2.4 appliance. This vehicle is not considered suitable as it is a smaller unit compared to what is already in use. Justin Corrigan advised that a new resource to risk had been completed for DFES and we are looking at exchanging this for a larger 4.4 unit

ROAD SIDE SPRAYING

Lincoln Murray addressed the meeting wanting to commend the Shire of Beverley for their road side spraying program. This has greatly improved the reduction of fuel and possible fire threat to rural properties.

CLOSURE

There being no further business the meeting closed at 10:00pm.

OFFICER'S RECOMMENDATION

That the Minutes of the Fire Control Officers Meeting held Wednesday 17 April 2013 be received.

COUNCIL RESOLUTION

M3/0413

Moved: Cr Murray

Seconded: Cr Shaw

That the Minutes of the Fire Control Officers Meeting held Wednesday 17 April 2013 be received.

CARRIED 7/0

8. TECHNICAL SERVICES

Nil

2.20pm – Stefan de Beer joined the meeting.

9. PLANNING SERVICES

9.1 Initiation of Alteration to Signage Policy

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 03 April 2013
APPLICANT: Shire of Beverley
FILE REFERENCE: ADM 0219
AUTHOR: B S de Beer, Shire Planner
ATTACHMENTS: Modified Signage Policy

SUMMARY

It is proposed to initiate an alteration to Council's Signage Policy.

BACKGROUND

At the Council Briefing Forum (CBF) of March 2013, a discussion was had regarding proposed advertising and signage at the Beverley Recreational Precinct Oval. A suggestion was made to alter the Signage Policy to accommodate proposals in this regard, and to provide guidance to future advertisers at the oval.

A further unrelated alteration will also be proposed, to align the Signage Policy with a recent Supreme Court Judgement.

COMMENT

Advertising at Oval

As stated in the present Signage Policy, signage is considered to have a major impact on the amenity of the Shire. For this reason it is also prudent to have the policy address advertising for the Oval, and give direction as to the expected development standards in this regard.

The attached policy alteration proposals are presented to Council for consideration. In essence the proposal entails that all advertising along the outer ring of the Oval, shall be at a height of 80cm from natural ground level. No limit is proposed for the maximum width per sign/advertisement. For visual consistency, the minimum as well as maximum height for signs will be required to be the same, i.e. set at 80cm. Please refer to the attached sketch for clarity. This height is considered to be acceptable so that seated spectators can still view over the signage onto the oval. Empirical observations on site also revealed this height to be sufficient to observe an advertisement from across the oval.

As a safety precaution for both spectators and competitors, the new Signage Policy will require the signage around the Oval to be framed in such a manner, and with such material as to prohibit possible injuries.

Election Signage

The City of Armadale was recently involved in a Supreme Court hearing brought by the Liberal Party of Australia (WA Division) as the Plaintiff in relation to certain restrictions on election signage under the City's Local Planning Policy. The Court found in favour of the Plaintiff.

Under the City's Local Planning Policy for signage it specifically mentions that certain types of signage are not permitted, and includes a category of 'election sign', as follows:

A sign erected to encourage persons to vote for a candidate, political party or issue which may be for a forthcoming election of the parliament of the Commonwealth or State or local government or a referendum unless erected within the grounds of a polling place on the voting day and removed within 24 hours of the close of polls on the voting day.

In his judgement, Justice Martin explained that *"there may, in proper circumstances based say, on health or safety considerations, a legitimate justification for some degree of constraint against temporary electoral signage"* (Paragraph 20 page 6). However, it was not considered legitimate for 'amenity' provisions of the Local Planning Scheme to be used exclusively in the control of the temporary signage, as *"amenity must give way to the democratic process"* in the lead up to the election date.

The underlying premise of the Court's decision is that the City's planning provisions offend the implied freedom of political communication in the Australian Constitution. A number of preceding High Court and State Jurisdiction Court decisions regarding the freedom of political communication informed Justice Martin's decision.

Local Governments need to be aware that limits exist in relation to local signage control and compliance regimes by the implied Constitutional freedom of political communication, and to be cautious when formulating or acting upon restrictions on political communication during election periods. It may be prudent to review and assess current practices relating to election signage to minimise the prospect of similar action.

To accommodate the above determination, modifications are proposed to the Shire of Beverley Signage Policy, as reflected in the attached draft.

STATUTORY ENVIRONMENT

Council has the power to make Town Planning Scheme policies under Clause 7.6 of the Shire of Beverley's Town Planning Scheme No. 2.

FINANCIAL IMPLICATIONS

Council will be required to pay any of the required advertising costs pursuant to Clause 7.6.2(a) to advertise the draft policy once a week for two weeks.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

The outcome of this exercise will result in a modified Signage Policy.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolve to initiate the alteration of the Signage Policy and proceed to advertising pursuant to Clause 7.6.2 of the Shire of Beverley Town Planning Scheme No 2.

COUNCIL RESOLUTION

M4/0413

Moved: Cr Foster

Seconded: Cr Murray

That Council resolve to initiate the alteration of the Signage Policy and proceed to advertising pursuant to Clause 7.6.2 of the Shire of Beverley Town Planning Scheme No 2.

CARRIED 7/0



Shire of Beverley

SIGNAGE POLICY – APRIL 2013

PURPOSE

To provide guidance for the Planning requirements for all signage within the Shire of Beverley.

AUTHORITY TO PREPARE AND ADOPT A PLANNING POLICY

The Shire of Beverley, pursuant to Clause 7.6 of the Shire of Beverley Town Planning Scheme No.2, hereby makes this Town Planning Scheme Policy regarding all signage visible from outside of a property, throughout the Shire of Beverley. This policy will be incorporated into future schemes when Town Planning Scheme No.2, or greater, is revoked.

This Policy supersedes the previous Signage Policy which is hereby rescinded.

Background:

Signage is considered to have a major impact on the amenity of the Shire, particularly in relation to roadside advertising. Except where specifically exempt under the Shire of Beverley's Town Planning Scheme No. 2 (TPS 2) or lawfully erected prior to the gazettal of the Scheme, under Clause 4.1 of TPS 2, all advertisements within the Shire of Beverley require the prior approval of Council. This policy is to provide guidance for the location and desired standards when an application for planning approval is being considered.

Objective:

The policy is to enhance the amenity and character of all areas within the Shire of Beverley through the provision of acceptable standards of development for advertisements.

Policy:

1. This policy is for all signage that is visible from outside the property, complex or facility concerned, either from private land or from public places or streets.
2. Protection of amenity and in the Farming and Rural Residential zones, rural character shall be a priority when considering applications. Proposals which are not in harmony with the character and amenity of the area shall be refused.
3. Should the application be on or adjacent to a Main Road reserve, approval from Main Roads WA is also required.
4. Signs denoting property and/or owner name and/or property address do not require approval.
5. Temporary signage erected on any land, to encourage persons to vote for a candidate, political party or issue which may be for a forthcoming election of the parliament of the Commonwealth or State or Local Government or a referendum, removed within 72 hours of close of polls on the voting day, does not require planning approval.
6. Signage placed within the property boundary by a Licensed Real Estate agent specifically relating to the sale of the property, does not require planning approval.
7. Signage for community events, no larger than 1.2m² and for a period not exceeding 4 months, does not require the payment of a planning application fee and may be approved by the Shire Planner under delegated authority.
8. Signage for retail sales placed on or adjacent to the associated business, no larger than 1.2m² and for a period not exceeding 4 months, does not require planning approval.
9. Where an advertisement proposal requires approval, including those that form a component of a development application, the applicant shall complete and lodge a control of advertisements form contained in Appendix No. 1 to this policy in addition to an application for Planning Approval.
10. All advertisements shall comply with the criteria contained in Table 1 of this policy.
11. Approval for the continuation of approved signage requires that a request shall be made to the Shire in writing, prior to planning approval expiring. Approval for the continuation of signage approval **may** be granted by the Shire Planner under delegated authority.

Location	Sign Purpose	Maximum Allowable Signage
All Locations	All Advertising	<ul style="list-style-type: none"> • Signage must be complementary to its surroundings. • Any signage which in the opinion of Council is distracting to motorists shall not be approved. • Except for Commercial or Industrial zones flashing or illuminated signs shall not be approved.
Recreational Precinct - Oval	Commercial Advertising	<ul style="list-style-type: none"> • Signage around the Oval circle shall have a minimum as well as maximum height of 80cm (inclusive of frame) measured from natural ground level to the top of the sign (refer to Appendix 2). • No limitation on width of signage. • Advertisements along the Oval circle shall be framed with an appropriate material to inhibit possible injuries to spectators and participants in sports events. • Advertising contents, font and colour scheme shall be to the satisfaction of the Shire. • All other Commercial Oval Advertising to be considered on individual merit in relation to contents, dimensions, type and siting, etc.
Within Main Roads Road Reserve	Local Government or Community Organisation	<ul style="list-style-type: none"> • Maximum dimension of 4.5m². • Should the organisation cease to operate, all relevant signage must be removed.
	Commercial Advertising	Not allowed
Adjacent to Main Roads Road Reserve	All Advertising	<ul style="list-style-type: none"> • Maximum dimension of 4.5m². • All signage must comply with the setback requirements contained in Table 2 of TPS 2. • Consideration must be given to the grouping of signage. • Should the business cease to operate, all relevant signage must be removed. • Advertising shall be for businesses or activity located within 5 km of the sign.
Road Reserve (Non Main Road)	Private and commercial advertising.	<ul style="list-style-type: none"> • Signage must be specific to an event and time period. Ongoing approval will not be granted.
	Local Government or Community Organisation	<ul style="list-style-type: none"> • Signage must be specific to an event and/or time period

Location	Sign Purpose	Maximum Allowable Signage
Residential Zone	Home Business – Signage does not require approval if compliant with policy	<ul style="list-style-type: none"> • Maximum dimension of 1m². • Signage must relate to the business being conducted. • Should the business cease to operate, all relevant signage must be removed.
	Domestic Advertising (Garage Sale Etc.) –	<ul style="list-style-type: none"> • Maximum dimension of 1m². • Advertising must relate to the property upon which the signage is placed. • All signage approval shall be limited to a maximum of two months after which a new approval must be sought and granted.
Rural Residential Zone	All Advertising	<ul style="list-style-type: none"> • Maximum dimension of 4.5m². • Advertising must relate to the property upon which the signage is placed.
Rural Townsite Zone	All Advertising	<ul style="list-style-type: none"> • Maximum dimension of 1m². • Advertising must relate to the property upon which the signage is placed. • All signage approval shall be limited to a maximum of two years after which a new approval must be sought and granted.
Farming Zone	All Advertising	<ul style="list-style-type: none"> • Maximum dimension of 4.5m². • Consideration must be given to the grouping of signage.
Commercial Zone	All Advertising	<ul style="list-style-type: none"> • Maximum dimension of free standing signs to be 15m². • Advertising must relate to the property upon which the signage is placed. • Consideration must be given to the grouping of signage. • All signage approval shall be limited to the business for which approval has been granted. For any change of business, a new approval must be sought and granted.
Industrial Zone	All Advertising	<ul style="list-style-type: none"> • Maximum individual dimension of 6m². • Maximum total area of signage 15m². • Advertising must relate to the property upon which the signage is placed. • Consideration must be given to the grouping of signage. • All signage approval shall be limited to the business for which approval has been granted. For any change of business, a new approval must be sought and granted.

Appendix 1

ADDITIONAL INFORMATION SHEET FOR ADVERTISEMENT APPROVAL (to be completed in addition to Application for Planning Approval)

Name of Advertiser (if different from owner):

Address in full:

.....

Description of property upon which advertisement is to be displayed including full details of its proposed position within that property:

.....

.....

.....

Details of Proposed Sign:

Height:..... Width:..... Depth:

Colours to be used:

Height above ground level - (to top of advertisement):

(to underside):.....

Materials to be used.....

Illuminated: Yes/No. If yes, state whether steady, moving, flashing, alternating, digital, animated or scintillating and state intensity of light source:

.....

State period of time for which advertisement is required:

.....

Details of signs, if any, to be removed if this application is approved:

.....

.....

.....

.....

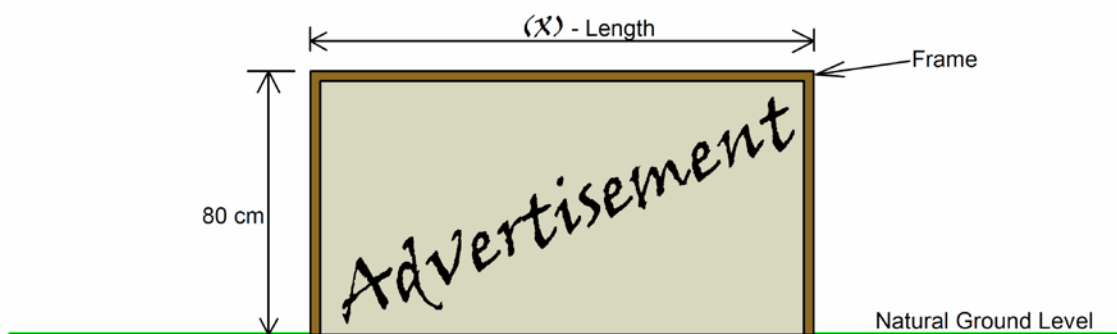
NB. This application should be supported by a photograph or photographs of the premises showing superimposed thereon the proposed position for the advertisement and those advertisements to be removed detailed above.

Appendix 2

Location of Oval Circle:



Elevation Sketch Plan – Oval Signage Dimensions:



9.2 Relocated Second Hand Building 2912 (Lot 2533) York-Quairading Road

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 16 April 2013
APPLICANT: MD Holdings Australia Pty Ltd
FILE REFERENCE: QUA 208
AUTHOR: B S de Beer, Shire Planner
ATTACHMENTS: Application Documentation, Locality Map

SUMMARY

An application has been received for a Relocated Second Hand Building (single dwelling) to be relocated to 2912 (Lot 2533) York-Quairading Road, East Beverley. The application will be recommended for approval.

BACKGROUND

The applicant is proposing to relocate a second hand building to No. 2912 (Lot 2533) York-Quairading Road, East Beverley. The subject site is zoned Farming, is 50.237ha in area and contains an outbuilding.

COMMENT

Under Clause 4.13 of Shire of Beverley Town Planning Scheme No. 2 (TPS 2) the use of second hand material to clad the exterior of any building shall not be permitted unless approval has been granted by the Council.

Council must consider if the building is in a satisfactory condition and will not detrimentally affect the amenity of the area. To ensure compliance with any conditions of approval Council may require a bond. Implementation of the provisions of TPS 2 is guided by Council policy.

Planning for second hand dwellings is guided by Council's Relocated Second Hand Buildings Policy. The objective of the policy is to ensure that the relocation of second hand buildings is undertaken to an approved standard which pays regard to local amenity and aesthetics.

To address any possible amenity and aesthetic concerns should Council approve the application, it will be recommended the dwelling is painted and finished to an acceptable standard, as conditions of approval. To ensure the dwelling is finished within an acceptable timeframe it will be recommended a bond, in compliance with TPS 2 and Council's policy, is also imposed as a condition of approval.

Council's Relocated Second Hand Buildings Policy requires an inspection by the Shire's Building Surveyor of the dwelling prior to relocation into the Shire. The purpose of this requirement is to ensure the dwelling is suitable for relocation. The Shire's Building Surveyor did inspect the property *in situ* and has submitted a favourable report in this regard (attached hereto).

The recommended conditions of approval are consistent with TPS 2 and Council policy and are anticipated to address any matters of concern. Therefore it will be recommended the application is approved.

Advertising

As a result of the site specific location of the proposal consultation with surrounding property owners was not considered necessary.

STATUTORY ENVIRONMENT

The application may be approved in terms of Shire of Beverley's Town Planning Scheme No. 2.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council approve the relocation of a second hand building (dwelling) to No. 2912 (Lot 2533) York-Quairading Road, East Beverley, subject to the following conditions and advice notes:

Conditions:

1. If the development, the subject of this approval, is not SUBSTANTIALLY COMMENCED within a period of 2 years from the date of this approval being granted, the approval shall lapse and be of no further effect. Where an approval has lapsed, no development shall be carried out without the further approval of the responsible authority having first been sought and obtained.
2. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan.
3. As the Water Corporation reticulated sewer is not available the premises are to be connected to an approved wastewater treatment system, which complies with the requirements of the Treatment of Sewage and Disposal of Effluent and Liquid Waste Regulations. The approved system is not to be used for disposal of industrial liquid waste or other non-ablution wastes (refer to Advice Note 3).
4. A minimum of 120,000 litres domestic water storage tank or other approved potable water supply and storage facility is to be established with the dwelling, prior to occupation.
5. The applicant shall only remove those trees and/or clear native vegetation as required for the construction of the building and any associated access (see Advice Note 4).

6. Prior to the issue of a Building Permit, a bond of \$5,000 is to be lodged with the Shire of Beverley to ensure all works, including painting, clearing the site of debris, and connecting plumbing and drainage, are completed to the satisfaction of the Shire Building Surveyor and comply with the relevant provisions of the Building Codes of Australia.
7. Prior to relocation of the second hand building, all asbestos material shall be removed.
8. All works are to be completed within 12 months from the relocation of the building.
9. Prior to occupation, the exterior of the dwelling is to be finished to an acceptable standard and painted in an approved colour which is in harmony with the amenity of the area, to the satisfaction of the Shire.

Advice Notes:

1. Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.
2. The applicant is advised a building permit is required prior to commencement of any building works.
3. With regard to Condition 3, an application is to be submitted to the Council's Environmental Health Section in conjunction with the Building Permit application.
4. With regard to Condition 5, the applicant is advised approval may be required from the Department of Environment and Conservation prior to the removal of trees and/or clearing of vegetation.
5. With regard to Condition 6, in compliance with Council's Relocated Second-Hand Buildings Policy, the \$5,000 bond is to be lodged with the Shire. Bank or other guarantees are not acceptable.

COUNCIL RESOLUTION

M5/0413

Moved: Cr Murray

Seconded: Cr Shaw

That Council approve the relocation of a second hand building (dwelling) to No. 2912 (Lot 2533) York-Quairading Road, East Beverley, subject to the following conditions and advice notes:

Conditions:

- 1. If the development, the subject of this approval, is not SUBSTANTIALLY COMMENCED within a period of 2 years from the date of this approval being granted, the approval shall lapse and be of no further effect. Where an approval has lapsed, no development shall be carried out without the further approval of the responsible authority having first been sought and obtained.**
- 2. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan.**
- 3. As the Water Corporation reticulated sewer is not available the premises are to be connected to an approved wastewater treatment system, which complies with the requirements of the Treatment of Sewage and Disposal of Effluent and Liquid Waste Regulations. The approved system is not to be used for disposal of industrial liquid waste or other non-ablution wastes (refer to Advice Note 3).**
- 4. A minimum of 120,000 litres domestic water storage tank or other approved potable water supply and storage facility is to be established with the dwelling, prior to occupation.**
- 5. The applicant shall only remove those trees and/or clear native vegetation as required for the construction of the building and any associated access (see Advice Note 4).**
- 6. Prior to the issue of a Building Permit, a bond of \$5,000 is to be lodged with the Shire of Beverley to ensure all works, including painting, clearing the site of debris, and connecting plumbing and drainage, are completed to the satisfaction of the Shire Building Surveyor and comply with the relevant provisions of the Building Codes of Australia.**
- 7. Prior to relocation of the second hand building, all asbestos material shall be removed.**
- 8. All works are to be completed within 12 months from the relocation of the building.**
- 9. Prior to occupation, the exterior of the dwelling is to be finished to an acceptable standard and painted in an approved colour which is in harmony with the amenity of the area, to the satisfaction of the Shire.**

Advice Notes:

- 1. Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.**
- 2. The applicant is advised a building permit is required prior to commencement of any building works.**
- 3. With regard to Condition 3, an application is to be submitted to the Council's Environmental Health Section in conjunction with the Building Permit application.**
- 4. With regard to Condition 5, the applicant is advised approval may be required from the Department of Environment and Conservation prior to the removal of trees and/or clearing of vegetation.**
- 5. With regard to Condition 6, in compliance with Council's Relocated Second-Hand Buildings Policy, the \$5,000 bond is to be lodged with the Shire. Bank or other guarantees are not acceptable.**

CARRIED 7/0

BUILDING SURVEYOR REPORT

PROPOSED LOCATION OF BUILDING

Lot: 2533 House No: 2912 Street: YORK-QUADRANGLE ROAD
FARMING
Zoning: Rural/Special Rural/Residential Area of Lot: 50,237 ha

DOCUMENTATION REQUIRED WITH THIS APPLICATION

1. Two recent photographs of the building.
2. A sketch plan of the building indicating room sizes and proposed joint locations.
3. A site plan of the proposed location showing the shape of the lot, street frontage, north point and position of the proposed building in relation to the boundaries of the lot, other buildings on the site and the building envelope on special rural sites.

New building to be used as: Residential dwelling after re-establishment.

Signature of Applicant: _____

FOR OFFICE USE ONLY INSPECTION REPORT

Date: 9th April 2013 Estimated Age (Years): Approx 34 Years

Cladding - Walls

Type: Fibre Cement Sheeting (Applicant is required to remove all cladding Asbestos free)

Condition: Good condition

Rectification Required: Owner intends to remove external cladding and replace with new.

Roof

Type: Currently steel sheet

Condition: Good condition

Rectification Required : Non required

Structure – Sub-Floor

Type: Timber sheet flooring over steel frame.

Condition: Appears in reasonable condition as far as can be inspected.

Rectification Required : Any minor adjustments will be part of restumping at the new location

Walls

Type: Walls are timber stud frame.

Condition: Good condition

Rectification Required : To be assessed upon completion

Roof

Type: Timber roof frame

Condition: Inspected via manhole

Rectification Required : Any structural rectification can be assessed on site.

Interior and Services (Any Relevant Comment)

Interior condition of walls and ceilings as far as could be seen appear reasonable and in fair condition given the age of the building.

Appearance

- Poor
- Fair
- Good
- Very good
- Excellent

General Remarks

The dwelling is an ex Department of Housing home previously used as the School principals residence. The home is in good condition and will easily transport as its designed to be split down the centre and reattached in the new location.

The home presents well and the new owner plans to re attach a verandah to both the front and back as is currently the situation.

Recommendation

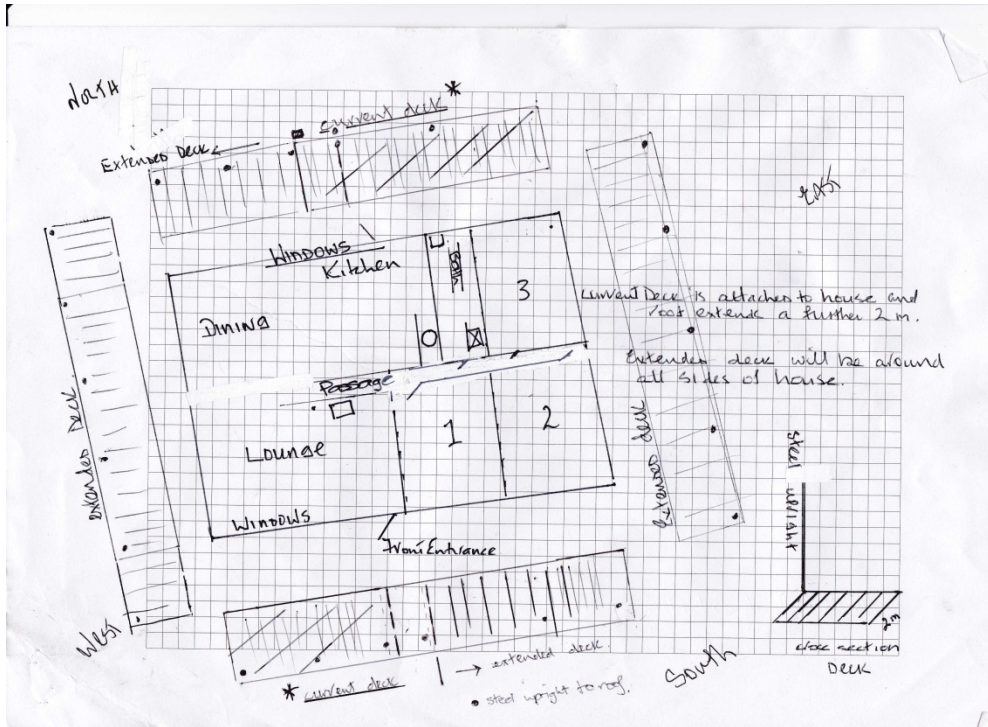
That the building ~~BE~~~~NOT BE~~ approved for relocation to the nominated site subject to the following specific conditions to be imposed on the Building Licence:

- 1 Structural Engineers report may be required for the dwelling once relocated and in its final position subject to the Building Surveyors discretion upon inspection.
- 2 Smoke detectors to be installed and comply with the requirements of the Building Code of Australia and AS3786
3. Insulation be retrofitted to the home to improve the energy efficiency of the dwelling to the degree necessary

Signature of Inspecting Officer: _____







LABORATORY REPORT  Environmental and Analytical Laboratory

ADDRESS: MD Holdings
3 Cotton Ave
Midland WA

Job Number: 13-1890
Revision: 00
Date: 21 March 2013

ATTENTION: Wairua
DATE RECEIVED: 21/03/2013
YOUR REFERENCE: MD Holdings
PURCHASE ORDER: Inv. 58804

APPROVALS: 
Adam Green
Approved Identifier


Jamee Hadley
Approved Signatory



SAMPLING COMMENTS:
Samples are analysed on an "as received" basis

METHOD:
ASBID Qualitative determination of fibre type in bulk samples by Stereo Microscope Examination and Polarised Light Microscopy, including Dispersion Staining, using ARL in-house method ASBID.

Sample Number	Sample Description	Sample Type	Approximate Sample Weight (g)	Asbestos in Bulk/Soil Sample
13-1890-1	1	Cement	110	Chrysotile Asbestos Detected
13-1890-2	2	Board	58	Chrysotile Asbestos Detected Amosite Asbestos Detected Organic Fibres Detected

REPORT COMMENTS:
10 fewer ST
Wet Areas



9.3 Initial Adoption – Amendment 21 to Town Planning Scheme No. 2

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 17 April 2013
APPLICANT: Shire of Beverley
FILE REFERENCE: LUP 010 21
AUTHOR: B S de Beer, Shire Planner
ATTACHMENTS: Scheme Amendment Report

SUMMARY

It is proposed to amend Shire of Beverley Town Planning Scheme No. 2 to accommodate *Rural Pursuit* land uses in a certain precinct within the Beverley Townsite. It will be recommended Amendment 21 to the Shire of Beverley's Town Planning Scheme No. 2 be initiated.

BACKGROUND

The subject area under discussion consists of Lots typically Zoned Residential R2.5 or Residential R5 (kindly refer to the precinct plan for this area – attached hereto within the Scheme Amendment Report). These lots range in size from approximately 4,000m² to over 2ha.

COMMENT

As a result of their size, these types of properties necessarily invite rural lifestyle and associated land uses inclusive of low key stabling and training of horses, rearing and agistment of animals, etc. An assessment of the typical land use in the subject area could be described as befitting the definition of a '*Rural Pursuit*' as per the Model Scheme Text.

This Amendment to the Shire of Beverley Town Planning Scheme No.2 is proposed to, firstly acknowledge that the existing situation results in a number of unlawful land uses that need to be corrected, and secondly to give certainty to future investors or purchasers of lots in this area, as to what is permitted in terms of the Town Planning Scheme for this area.

Consideration was given to categorising the unlawful land uses as non-conforming land uses, although this has proven to be problematic for various reasons. It is submitted that as a result of the existing land use situation in this precinct very limited negative impact will result in the granting of this Amendment. In terms of amenity, it is submitted that the Amendment will strengthen the character of the area.

To bring the Shire of Beverley Town Planning Scheme No. 2 closer to the Model Scheme Text, certain proposals in regards to the definition of certain terms will also be proposed.

CONSULTATION

Provided Council initiate the amendment, there is a statutory requirement to advertise the amendment for 42 days once EPA approval has been obtained.

STATUTORY ENVIRONMENT

Authority for Council to amend Town Planning Schemes is contained in Section 75 of the Planning and Development Act 2005.

FINANCIAL IMPLICATIONS

Shire staff and resources will be required to produce the amendment and the Shire will be required to pay for all advertising.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Initiate Amendment 21 to Town Planning Scheme No. 2 for the purpose of:
 - (a) Modifying the Scheme to permit Rural Pursuit land uses within a specific precinct in the Townsite zoned Residential R2.5 and Residential R5; and
 - (b) Modify the definition of 'Rural Pursuit' to bring it closer to the Model Scheme Text.
2. Direct the Shire Planner to:
 - (a) Forward the documentation to the Environmental Protection Authority for assessment and the WAPC for information.
 - (b) If no objection is received from the Environmental Protection Authority, advertise the amendment in compliance with the Town Planning Regulations 1967 (as amended).

COUNCIL RESOLUTION

M6/0413

Moved: Cr Murray

Seconded: Cr Foster

That the item lay on the table until the Ordinary Council Meeting to be held 26 May 2013.

CARRIED 7/0

2.30pm – Stefan de Beer left the meeting and did not return.

SHIRE OF BEVERLEY
TOWN PLANNING SCHEME NO.2
AMENDMENT NO.21

Planning and Development Act 2005
RESOLUTION TO AMEND A TOWN PLANNING SCHEME
SHIRE OF BEVERLEY
TOWN PLANNING SCHEME NO.2
AMENDMENT NO.21

RESOLVED that the local government, in pursuance of section 75 of the *Planning and Development Act 2005*, amend the above Town Planning Scheme by:

1. Amending the Zoning Table 1 to reflect the following:-

	USES	RESIDENTIAL
31 ²	Rural Pursuit	P

² Shall only be permitted in the area east of the Avon River on land Zoned Residential R 2.5 / Residential R 5 within the Beverley Townsite as reflected in Schedule 2 to the Scheme.

2. Amending SCHEDULE 2 – ADDITIONAL USE, to include the following:

PARTICULARS OF LAND	ADDITIONAL USE
A3 - All lots zoned Residential R2.5 and Residential R5 East of the Avon River in the Beverley Townsite	'Rural Pursuit' shall be a Permitted Use.

3. Deleting the SCHEDULE 1 – INTERPRETATION of 'Rural Pursuit' and replacing it with the following from the Model Scheme Text:

'Rural Pursuit' – means any premises used for-

- (a) the rearing or agistment of animals;
- (b) the stabling, agistment or training of horses;
- (c) the growing of trees, plants, shrubs or flowers for replanting in domestic, commercial or industrial gardens;
Or
- (d) the sale of produce grown solely on the lot,

But does not include agriculture – extensive or agriculture – intensive.

Dated this**23**..... day of**April**..... 2013.

.....
Stephen Gollan
Chief Executive Officer

PROPOSAL TO AMEND A TOWN PLANNING SCHEME

1. LOCAL AUTHORITY:	SHIRE OF BEVERLEY
2. DESCRIPTION OF TOWN PLANNING SCHEME:	SHIRE OF BEVERLEY TOWN PLANNING SCHEME NO.2
3. TYPE OF SCHEME:	DISTRICT ZONING SCHEME
4. SERIAL NUMBER OF AMENDMENT:	21
5. PROPOSAL:	To permit ' <i>Rural Pursuit</i> ' land uses on Residential R2.5 and Residential R5 zoned land within a certain precinct in the Beverley Townsite.

SCHEME AMENDMENT REPORT

1. INTRODUCTION

The Shire of Beverley Council investigated avenues to accommodate *Rural Pursuit* land uses in a certain precinct within the Beverley Townsite. This specific area, as will be described below, is a combination of Residential R2.5 and Residential R5 Zoned land, and contains many land uses of a rural nature. The Amendment is proposed to accommodate this trend.

2. COMMENT

The area under discussion consists of Lots typically Zoned Residential R2.5 or Residential R5 (kindly refer to the precinct plan for this area). These lots range in size from approximately 4,000 m² to over 2 Ha.

As a result of their size, these types of properties necessarily invite rural lifestyle and associated land uses inclusive of low key stabling and training of horses, rearing and agistment of animals, etc. An assessment of the typical land use in the subject area, could be described as befitting the definition of a '*Rural Pursuit*' as per the Model Scheme Text.

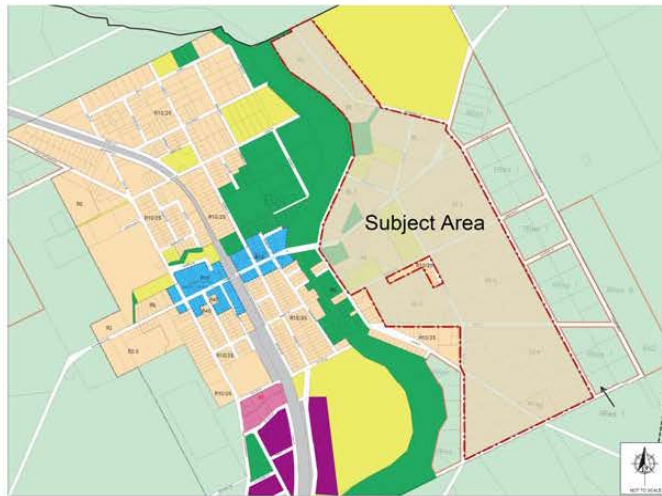
This Amendment to the Shire of Beverley Town Planning Scheme No.2 is proposed to, firstly acknowledge that the existing situation results in a number of unlawful land uses that needs to be corrected, and secondly to give certainty to future investors or purchasers of lots in this area, as to what is permitted in terms of the Town Planning Scheme for this area.

Consideration was given to categorising the unlawful land uses as non-conforming land uses, although this has proven to be problematic for various reasons.

It is submitted that as a result of the existing land use situation in this precinct very limited negative impact will result in the granting of this Amendment. In terms of amenity, it is submitted that the Amendment will strengthen the character of the area.

To bring the Shire of Beverley Town Planning Scheme No. 2 closer to the Model Scheme Text, certain proposals in regards to the definition of certain terms will also be proposed.

Locality Map: Subject Area



3. PROPOSAL

It is proposed to do the following amendments to the Shire of Beverley Town Planning Scheme No. 2:-

1. Amending the Zoning Table 1 to reflect the following:-

	USES	RESIDENTIAL
31 ²	Rural Pursuit	P

² Shall only be permitted in the area east of the Avon River on land Zoned Residential R 2.5 / Residential R 5 within the Beverley Townsite as reflected in Schedule 2 to the Scheme.

2. Amending SCHEDULE 2 – ADDITIONAL USE, to include the following:

PARTICULARS OF LAND	ADDITIONAL USE
A3 - All lots zoned Residential R2.5 and Residential R5 East of the Avon River in the Beverley Townsite	'Rural Pursuit' shall be a Permitted Use.

3. Deleting the SCHEDULE 1 – INTERPRETATION of 'Rural Pursuit' and replacing it with the following from the Model Scheme Text:

'Rural Pursuit' – means any premises used for-

- (a) the rearing or agistment of animals;
- (b) the stabling, agistment or training of horses;
- (c) the growing of trees, plants, shrubs or flowers for replanting in domestic, commercial or industrial gardens;
- Or
- (d) the sale of produce grown solely on the lot,

But does not include agriculture – extensive or agriculture – intensive.

4. CONCLUSION

Finalisation of Amendment 21 will bring the Shire of Beverley Town Planning Scheme No.2 closer to the Model Scheme Text, and will lawfully permit certain rural land uses within a certain precinct in the townsite.

Planning and Development Act 2005

SHIRE OF BEVERLEY

TOWN PLANNING SCHEME NO.2

AMENDMENT NO.21

The Shire of Beverley under and by virtue of the powers conferred upon it in that behalf by the Planning and Development Act 2005, hereby amends the above Town Planning Scheme by:-

1. Amending the Zoning Table 1 to reflect the following:-

	USES	RESIDENTIAL
31 ²	Rural Pursuit	P

² Shall only be permitted in the area east of the Avon River on land Zoned Residential R 2.5 / Residential R 5 within the Beverley Townsite as reflected in Schedule 2 to the Scheme.

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- (a) the rearing or agistment of animals;
 - (b) the stabling, agistment or training of horses;
 - (c) the growing of trees, plants, shrubs or flowers for replanting in domestic, commercial or industrial gardens;
- Or
- (d) the sale of produce grown solely on the lot,

But does not include agriculture – extensive or agriculture – intensive.

ADOPTION

Adopted by resolution of the Council of the Shire of Beverley at the Meeting of the Council held on the **23** day of **April** **2013**.

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

FINAL APPROVAL

Adopted for final approval by resolution of the Shire of Beverley at the Meeting of the Council held on the day of 20 and the Common Seal of the Shire of Beverley was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

Recommended/Submitted for Final Approval

.....
DELEGATED UNDER S.16 OF
THE PD ACT 2005

DATE.....

Final Approval Granted

.....
MINISTER FOR PLANNING

DATE.....

10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES

Nil

11. FINANCE

11.1 Monthly Financial Report

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 15 April 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: March 2013 Financial Reports

SUMMARY

Council to consider accepting the financial reports for the period ending 31 March 2013.

BACKGROUND

There is a statutory requirement that the Local Government is to prepare, each month, a statement of financial activity reporting on sources and applications of its funds and to present the statement to Council.

Council adopted a budget variance reporting parameter of 10% on budgeted items of \$10,000 or greater at the August 2012 Ordinary Meeting, item 8.4.1.4.

COMMENT

The monthly financial report for the period ending 31 March 2013 has been provided and includes:

- Financial Activity Statement;
- Statement of Net Current Assets;
- Statement of Financial Position; and
- Supplementary information, including;
 - Investment of Surplus Funds Report; and
 - Road Maintenance Report.

STATUTORY ENVIRONMENT

Section 6.4(1) of the *Local Government Act* provides that a local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Regulation 34 of the *Local Government (Financial Management) Regulations* requires a Statement of Financial Activity to be prepared each month which is to contain the following details:

- (a) annual budget estimates;
- (b) budget estimates to the end of the month;
- (c) actual amount of expenditure and revenue;
- (d) material variances between comparable amounts in (b) and (c) above; and
- (e) the net current assets at the end of the month to which the statement relates (i.e. surplus / (deficit) position).

The Statement is to be accompanied by:

- (a) explanation of the composition of net current assets, less committed assets and restricted assets;
- (b) explanation of the material variances; and
- (c) such other information considered relevant by the local government.

FINANCIAL IMPLICATIONS

All revenue and expenditure, unless disclosed in the notes to material variances, are as per the 2012/13 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Investing Surplus Funds – That the Shire of Beverley only invests any surplus funds with the ANZ bank.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the monthly financial report for the month of March 2013 be accepted and material variances be noted.

COUNCIL RESOLUTION

M7/0413

Moved: Cr Foster

Seconded: Cr Murray

That the monthly financial report for the month of March 2013 be accepted and material variances be noted.

CARRIED 7/0

**SHIRE OF BEVERLEY
FINANCIAL ACTIVITY STATEMENT
FOR THE PERIOD ENDED 31 MARCH 2013**

	2012/13 ANNUAL BUDGET	2012/13 MARCH BUDGET MONTH	2012/13 MARCH ACTUAL MONTH	VARIANCE MONTH	2012/13 JULY- MARCH BUDGET YTD	2012/13 JULY-MARCH ACTUAL YTD	VARIANCE YTD	MATERIAL VARIANCES YTD
	\$	\$	\$	\$	\$	\$	\$	
OPERATING REVENUE								
General Purpose Funding	3,366,346	5,013	21,094	16,081	3,165,925	2,977,550	(188,375)	CLGF 12/13 Individual Grants not yet received \$335,640 , additional General Purpose Grant received \$54,624 and additional interest on investment \$61,456.
Governance	29,900	2,242	111	(2,131)	29,641	19,879	(9,762)	
Law, Order Public Safety	149,497	100	12,038	11,938	136,617	118,809	(17,808)	
Health	500	35	0	(35)	210	140	(70)	
Education and Welfare	6,500	280	96	(184)	4,180	5,054	874	
Housing	81,514	8,676	7,248	(1,428)	46,896	58,473	11,577	
Community Amenities	122,425	399	3,861	3,462	117,711	117,937	226	
Recreation and Culture	1,107,833	16,649	366,262	349,613	440,023	906,189	466,166	CSRFF Grant received earlier than anticipated \$432,492 and additional income from Leases \$31,233.
Transport	1,497,627	231,420	131,041	(100,379)	1,253,180	947,730	(305,450)	Road Grants not yet received.
Economic Services	214,400	6,335	9,566	3,231	157,729	158,308	579	
Other Property and Services	52,000	5,520	11,955	6,435	33,215	64,849	31,634	Additional diesel rebate \$9,718, Reimbursements of maternity leave \$9,704 and Work for the Dole reimbursements \$8,412.
	6,628,542	276,670	563,272	286,602	5,385,327	5,374,917	(10,410)	
LESS OPERATING EXPENDITURE								
General Purpose Funding	(45,087)	(1,458)	(637)	821	(24,265)	(20,922)	3,342	
Governance	(291,037)	9,093	(18,169)	(27,262)	(150,541)	(191,108)	(40,567)	Admin Allocation under allocated.
Law, Order, Public Safety	(189,946)	(5,622)	(11,869)	(6,247)	(175,067)	(138,060)	37,007	Under expenditure CESM \$25,739 and Fire Control Operations \$12,503.
Health	(120,177)	(5,331)	(5,172)	159	(101,572)	(62,483)	39,089	Savings Health Scheme \$15,273 and Medical Building Mtce \$18,277
Education and Welfare	(92,715)	(4,484)	(4,295)	189	(48,406)	(43,632)	4,774	
Housing	(210,522)	(15,435)	(9,394)	6,041	(167,341)	(176,794)	(9,452)	
Community Amenities	(535,542)	(50,629)	(32,203)	18,426	(396,062)	(319,365)	76,697	Under expenditure environmental services \$11,016, household refuse section \$34,678 and town planning \$37,771
Recreation and Culture	(839,118)	(93,810)	(46,325)	47,485	(701,657)	(619,022)	82,636	Savings Railway Station and Court House Mtce \$20,184, Swimming Pool Operations \$8,662 and Recreation Facilities Maintenance \$41,245
Transport	(1,653,156)	(111,054)	(94,783)	16,271	(1,281,770)	(1,094,267)	187,502	Under expend Road Mtce \$96,438, Bridge Mtce \$26,368 and other road related expenditure \$41,245.
Economic Services	(478,943)	(39,299)	(22,491)	16,808	(392,065)	(279,094)	112,971	Under expend Contract Building Surveyor \$42,301 and Avondale Staff Expenses \$33,437.
Other Property & Services	(288,413)	(22,590)	(15,478)	7,112	(210,958)	(107,167)	103,791	Over allocation of Plant Operation Costs
	(4,744,656)	(340,621)	(260,816)	79,805	(3,649,704)	(3,051,914)	597,790	
<i>Increase(Decrease)</i>	1,883,886	(63,951)	302,456	366,407	1,735,623	2,323,003	587,380	

**SHIRE OF BEVERLEY
FINANCIAL ACTIVITY STATEMENT
FOR THE PERIOD ENDED 31 MARCH 2013**

	2012/13 ANNUAL BUDGET	2012/13 MARCH BUDGET MONTH	2012/13 MARCH ACTUAL MONTH	VARIANCE MONTH	2012/13 JULY- MARCH BUDGET YTD	2012/13 JULY-MARCH ACTUAL YTD	VARIANCE YTD	MATERIAL VARIANCES YTD
	\$	\$	\$	\$	\$	\$	\$	
ADD								
Principal Repayment Received -Loans	10,590	0	0	0	5,295	0	(5,295)	
Provision for Long Service Leave	0	0	0	0	0	0	0	
Profit/ Loss on the disposal of assets	9,043	0	0	0	0	(10,262)	(10,262)	
Depreciation Written Back	1,005,872	90,528	94,434	3,906	834,874	817,050	(17,824)	
Book Value of Assets Sold Written Back	278,957	0	0	0	0	156,698	156,698	Plant sold earlier than anticipated.
	1,304,462	90,528	94,434	3,906	840,169	963,486	123,317	
<i>Sub Total</i>	3,188,348	26,578	396,890	370,312	2,575,792	3,286,489	710,697	
LESS CAPITAL PROGRAMME								
Purchase Tools	0	0	0	0	0	0	0	
Purchase Land & Buildings	(533,072)	(2,000)	(4,016)	(2,016)	(178,472)	(55,952)	122,520	Capital works in line with Budget Estimates, under spent currently
Infrastructure Assets - Roads	(2,497,841)	(149,870)	(358,038)	(208,168)	(1,873,381)	(1,009,452)	863,929	Capital works in line with Budget Estimates, under spent currently
Infrastructure Assets - Recreation Facilities	(3,262,997)	(993,794)	(347,714)	646,080	(1,245,294)	(2,172,545)	(927,251)	Capital works in line with Budget Estimates, expenditure earlier than anticipated
Infrastructure Assets - Other	(89,414)	(20,000)	(63)	19,937	(59,414)	(18,337)	41,077	Capital works in line with Budget Estimates, under spent currently
Purchase Plant and Equipment	(634,200)	(136,500)	0	136,500	(136,500)	(328,926)	(192,426)	Capital works in line with Budget Estimates, expenditure earlier than anticipated
Purchase Furniture and Equipment	(96,000)	(30,000)	(3,315)	26,685	(37,000)	(74,930)	(37,930)	Capital works in line with Budget Estimates, expenditure earlier than anticipated
Repayment of Debt - Loan Principal	(38,081)	0	0	0	(19,041)	(18,756)	285	
Transfer to Reserves	(55,274)	0	(19,415)	(19,415)	0	(48,685)	(48,685)	Transfer to Reserves earlier than anticipated.
	(7,206,879)	(1,332,164)	(732,561)	599,603	(3,549,101)	(3,727,582)	(178,481)	
ABNORMAL ITEMS								
Prior Years Adjustment	0	0	0	0	0	0	0	
Prior Years Doubtful Debts Provision	0	0	0	0	0	0	0	
Prior Years Trust Receipts Transferred	0	0	0	0	0	0	0	
Bad Debts - Written Off	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	
Rounding			(1)			(1)		
	(7,206,879)	(1,332,164)	(732,562)	599,603	(3,549,101)	(3,727,583)	(178,481)	
<i>Sub Total</i>	(4,018,531)	(1,305,587)	(335,672)	969,916	(973,310)	(441,094)	532,217	
LESS FUNDING FROM								
Reserves	260,000	0	0	0	0	0	0	
Loans Raised	1,000,000	0	0	0	0	0	0	
Closing Funds	2,758,531	0	0	0	2,758,531	2,722,310	36,221	Method of determining Surplus Brought Forward from 2011/12 altered to better reflect actual closing position and balance in accounting system adjusted accordingly.
	4,018,531	0	0	0	2,758,531	2,722,310	36,221	
NET (SURPLUS) DEFICIT	0	(1,305,587)	(335,672)	969,916	1,785,221	2,281,216	568,438	

**SHIRE OF BEVERLEY
SUMMARY OF CURRENT ASSETS AND LIABILITIES
FOR THE PERIOD ENDING 31 MARCH 2013**

CURRENT ASSET	ACTUAL
Cash at Bank	
- Cash Advance	300.00
- Cash at Bank	435,458.57
- Investments Unrestricted	1,411,002.19
- Investments Reserves	1,621,384.48
Sundry Debtors General	541,755.85
Stock on Hand	11,350.17
Self-Supporting Loans	0.00
GST	0.00
Total Current Assets	4,021,251.26
LESS CURRENT LIABILITIES	ACTUAL
Accounts Payable	(39,264.19)
Interest Bearing Loans and Borrowings	(19,324.97)
Provision for Annual and Long Service Leave	(264,283.81)
Total Current Liabilities	(322,872.97)
ADJUSTMENTS	
Less Cash Backed Reserves	(1,621,384.48)
Plus Interest Bearing Loans and Borrowings	19,324.97
Plus Annual Leave Cash Backed Reserve as at 30/06/2012	130,460.00
Plus LSL and Gratuity Cash Backed Reserve as at 30/06/2012	100,000.00
Less Deferred Pensioner Rates Non-Current as at 30/06/2012	(56,202.91)
Plus Reimbursement -Current Asset Portion of S/Supporting Loan 117 2012-13	10,640.51
Total Adjustments	(1,417,161.91)
SURPLUS OF CURRENT ASSETS OVER CURRENT LIABILITIES	\$ 2,281,216.38

**SHIRE OF BEVERLEY
STATEMENT OF FINANCIAL POSITION
AS AT 31 MARCH 2013**

Note: This section analyses the movements in assets, liabilities and equity between 2011/12 and 2012/13.	Actual 2011/12 \$	Actual 2012/13 \$	Variance \$
Current assets			
Cash and cash equivalents	4,718,543	3,468,145	(1,250,397)
Trade and other receivables	287,853	541,756	253,903
Inventories	13,096	11,350	(1,745)
Other assets	0	0	0
Total current assets	5,019,491	4,021,251	(998,240)
Non-current assets			
Trade and other receivables	178,178	132,616	(45,562)
Property, plant and equipment	6,761,230	8,000,723	1,239,493
Infrastructure	35,983,802	37,430,702	1,446,900
Total non-current assets	42,923,210	45,564,041	2,640,831
Total assets	47,942,701	49,585,293	1,642,591
Current liabilities			
Trade and other payables	690,658	39,264	651,394
Interest-bearing loans and borrowings	38,081	19,325	18,756
Provisions	264,284	264,284	0
Total current liabilities	993,023	322,873	670,150
Non-current liabilities			
Interest-bearing loans and borrowings	208,251	208,251	0
Provisions	30,498	30,498	0
Total non-current liabilities	238,749	238,749	0
Total liabilities	1,231,772	561,622	670,150
Net assets	46,710,929	49,023,671	2,312,741
Equity			
Accumulated surplus	41,659,137	41,610,452	(48,685)
Net Result	0	2,312,741	2,312,741
Asset revaluation reserve	3,479,093	3,479,093	0
Other reserves	1,572,699	1,621,384	48,685
Total equity	46,710,929	49,023,671	2,312,741

**SHIRE OF BEVERLEY
INVESTMENT OF SURPLUS FUNDS
AS AT 31 MARCH 2013**

Account #	Account Name	Amount Invested (\$)	Total	Term	Interest Rate	Maturation
9701-42341	Reserve Funds					
	Long Service Leave	103,590.86				
	Plant	77,997.78				
	Bush Fire Fighters	104,406.04				
	Building	320,716.45				
	Recreation Ground	316,002.09				
	Cropping Committee	286,531.63				
	Avon River Development	20,984.99				
	Annual Leave	134,499.99				
	Community Bus	29,396.54				
	Road Construction	227,258.11	1,621,384.48	2 months	4.85%	19/05/2013
9701-40813	Term Deposit	911,002.19	911,002.19	2 months	4.85%	19/05/2013
9704-44761	Term Deposit	500,000.00	500,000.00	3 months	4.40%	07/05/2013
	Total		3,032,386.67			

SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 31 MARCH 2013							
	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
BRIDGES							
BRG-3202 KOKEBY EAST RD	0.00	0.00	0.00	72.93	85.80	158.73	158.73
Total BRIDGES	0.00	0.00	0.00	72.93	85.80	158.73	158.73
MISC							
MS7-Private Works - Stockpile Gravel	1,156.00	0.00	3,623.75	1,507.63	1,787.74	6,919.12	8,075.12
MS8-Main Street Banners	0.00	20.76	427.50	264.48	311.13	1,003.11	1,023.87
Total MISC	1,156.00	20.76	4,051.25	1,772.11	2,098.87	7,922.23	9,098.99
ROAD							
0001 MORBINING RD	0.00	0.00	7,085.00	3,148.19	3,707.31	13,940.50	13,940.50
0002 WATERHATCH RD	0.00	0.00	5,917.50	2,666.51	3,137.15	11,721.16	11,721.16
0003 YORK-WILLIAMS RD	0.00	0.00	10,462.50	3,797.57	4,467.79	18,727.86	18,727.86
0004 KOKEBY EAST RD	0.00	0.00	148.75	145.35	171.01	465.11	465.11
0005 EDISON MILL RD	0.00	0.00	9,340.00	3,003.11	3,547.11	15,890.22	15,890.22
0006 BREMNER RD	0.00	0.00	170.00	200.57	235.96	606.53	606.53
0007 YENYENING LAKES RD	34.00	0.00	22,577.50	7,202.26	8,521.19	38,300.95	38,334.95
0008 TOP BEVERLEY YORK RD	0.00	0.00	332.50	336.69	396.09	1,065.28	1,065.28
0009 BALLY-BALLY RD	0.00	0.00	9,407.50	2,703.21	3,195.13	15,305.84	15,305.84
0010 DALE KOKEBY RD	0.00	0.00	9,390.00	4,135.55	4,865.42	18,390.97	18,390.97
0011 KOKENDIN RD	0.00	0.00	3,230.00	999.81	1,176.26	5,406.07	5,406.07
0012 TALBOT WEST RD	0.00	0.00	1,147.50	439.13	517.20	2,103.83	2,103.83
0013 BARRINGTON RD	0.00	0.00	2,782.50	819.95	969.01	4,571.46	4,571.46
0014 POTTS RD	0.00	0.00	2,045.00	598.65	704.32	3,347.97	3,347.97
0015 JACOBS WELL RD	0.00	0.00	3,185.00	1,080.57	1,274.92	5,540.49	5,540.49
0016 CLULOWS RD	0.00	0.00	7,417.50	2,389.19	2,820.20	12,626.89	12,626.89

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR PERIOD ENDING 31 MARCH 2013**

	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
ROAD							
0018 DONGADILLING RD	646.00	0.00	3,400.00	1,249.47	1,472.39	6,121.86	6,767.86
0019 QUALANDARY RD	0.00	0.00	2,797.50	903.03	1,063.67	4,764.20	4,764.20
0020 BUTCHERS RD	0.00	0.00	2,050.00	686.79	808.01	3,544.80	3,544.80
0021 VALLENTINES RD	0.00	0.00	1,075.00	339.22	399.08	1,813.30	1,813.30
0022 LUPTONS RD	0.00	0.00	847.50	484.57	570.07	1,902.14	1,902.14
0023 SPRINGHILL RD	0.00	0.00	1,625.00	452.52	532.39	2,609.91	2,609.91
0024 DALEBIN NORTH RD	0.00	0.00	2,925.00	801.66	943.14	4,669.80	4,669.80
0025 BALLY-BALLY COUNTYPEAK RD	136.00	0.00	3,617.50	1,176.71	1,387.05	6,181.26	6,317.26
0026 ATHOL RD	34.00	0.00	5,952.50	1,854.34	2,191.96	9,998.80	10,032.80
0027 EWERTS RD	68.00	0.00	6,417.50	1,869.31	2,201.58	10,488.39	10,556.39
0028 NORTHBOURNE RD	0.00	0.00	1,205.00	351.36	413.37	1,969.73	1,969.73
0029 BERINGER RD	0.00	0.00	3,103.75	1,024.14	1,209.64	5,337.53	5,337.53
0030 GORS RD	0.00	0.00	150.00	47.07	55.38	252.45	252.45
0031 THOMAS RD	0.00	0.00	785.00	278.37	329.32	1,392.69	1,392.69
0032 BALKULING RD	0.00	0.00	2,431.25	824.97	970.57	4,226.79	4,226.79
0033 GLENCOE RD	0.00	0.00	516.25	174.87	205.74	896.86	896.86
0034 ST JACKS RD	0.00	0.00	100.00	36.94	43.46	180.40	180.40
0035 RICKEYS RD	0.00	0.00	475.00	129.29	152.11	756.40	756.40
0036 GREENHILLS SOUTH RD	0.00	0.00	832.50	345.52	406.51	1,584.53	1,584.53
0037 MANUELS RD	0.00	0.00	150.00	36.94	43.46	230.40	230.40
0038 PETCHELLS RD	0.00	0.00	1,735.00	522.37	643.37	2,900.74	2,900.74
0039 MAITLAND RD	0.00	0.00	687.50	214.65	252.54	1,154.69	1,154.69
0040 HOBBS RD	0.00	0.00	2,347.50	1,212.95	1,441.01	5,001.46	5,001.46
0041 SOUTHERN BRANCH RD	0.00	0.00	900.00	249.35	293.36	1,442.71	1,442.71

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR PERIOD ENDING 31 MARCH 2013**

	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
ROAD							
0042 WALGY RD	0.00	0.00	1,007.50	386.14	456.66	1,850.30	1,850.30
0043 CORBERDING RD	0.00	0.00	362.50	110.82	130.38	603.70	603.70
0044 SPAVENS RD	0.00	0.00	707.50	287.37	339.35	1,334.22	1,334.22
0045 PIKE RD	0.00	0.00	542.50	223.28	262.69	1,028.47	1,028.47
0046 BLACKBURN RD	0.00	0.00	381.25	101.47	119.38	602.10	602.10
0047 CARRS RD	0.00	0.00	195.00	73.40	86.36	354.76	354.76
0048 JONES RD	0.00	0.00	437.50	147.41	173.43	758.34	758.34
0049 MILLERS RD	0.00	0.00	537.50	147.77	173.85	859.12	859.12
0050 NEGUS RD	0.00	0.00	450.00	120.06	141.25	711.31	711.31
0051 AIKENS RD	0.00	0.00	750.00	192.99	228.17	1,171.16	1,171.16
0053 PATTEN RD	0.00	0.00	1,235.00	276.35	325.13	1,836.48	1,836.48
0054 McDONALDS RD	374.00	0.00	5,035.00	1,936.01	2,284.80	9,255.81	9,629.81
0055 KIEARA RD	0.00	0.00	987.50	271.21	321.45	1,580.16	1,580.16
0058 LENNARD RD	405.91	0.00	2,715.00	959.23	1,136.74	4,810.97	5,216.88
0059 MANNS RD	0.00	0.00	367.50	128.78	151.51	647.79	647.79
0061 COOKES RD	0.00	0.00	287.50	92.36	108.66	488.52	488.52
0062 ROGERS RD	0.00	0.00	475.00	129.29	152.11	756.40	756.40
0063 WILLIAMSONS RD	0.00	0.00	112.50	27.71	32.60	172.81	172.81
0065 SCHILLINGS RD	0.00	0.00	82.50	45.71	53.77	181.98	181.98
0066 COLLINS RD	0.00	0.00	437.50	129.29	152.11	718.90	718.90
0067 WARRADALE RD	0.00	0.00	325.00	92.35	108.65	526.00	526.00
0070 PICCADILLY RD	0.00	0.00	225.00	63.01	74.14	362.15	362.15
0071 MURRAYS RD	0.00	0.00	550.00	147.76	173.84	871.60	871.60
0072 SMITH RD	0.00	0.00	210.00	100.88	118.69	429.57	429.57

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR PERIOD ENDING 31 MARCH 2013**

	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
ROAD							
0073 JOHNSONS RD	0.00	0.00	75.00	18.47	21.73	115.20	115.20
0074 KILPATRICKS RD	0.00	0.00	2,860.00	665.98	789.23	4,315.21	4,315.21
0075 FISHERS RD	0.00	0.00	1,057.50	303.93	357.58	1,719.01	1,719.01
0076 HILLS RD	0.00	0.00	112.50	36.94	43.46	192.90	192.90
0077 WANSBROUGH RD	0.00	0.00	1,007.50	273.49	325.12	1,606.11	1,606.11
0078 BATEMANS RD	0.00	0.00	140.00	36.70	43.46	220.16	220.16
0079 DRAPERS RD	0.00	0.00	337.50	83.12	97.79	518.41	518.41
0082 DEEP POOL RD	0.00	0.00	1,212.50	387.29	455.65	2,055.44	2,055.44
0084 McLEAN RD	0.00	0.00	275.00	72.93	86.23	434.16	434.16
0085 KI RD	816.00	0.00	5,370.00	1,668.74	1,968.98	9,007.72	9,823.72
0086 WALKERS RD	0.00	0.00	37.50	9.24	10.87	57.61	57.61
0087 MANDIAKIN RD	0.00	0.00	270.00	119.35	140.42	529.77	529.77
0090 SHEAHANS RD	0.00	0.00	480.00	128.94	151.70	760.64	760.64
0091 BENNETTS RD	0.00	0.00	487.50	129.29	152.11	768.90	768.90
0092 KENNEDYS RD	0.00	0.00	108.75	54.94	64.63	228.32	228.32
0093 McKELLARS RD	0.00	0.00	162.50	70.61	83.07	316.18	316.18
0094 BUCKINGHAMS RD	0.00	0.00	562.50	203.18	239.04	1,004.72	1,004.72
0096 COUNTY PEAK RD	0.00	0.00	375.00	201.27	236.79	813.06	813.06
0098 AVOCA RD	0.00	0.00	677.50	218.78	257.39	1,153.67	1,153.67
0100 MAWSON RD	0.00	0.00	1,485.00	1,618.67	1,904.33	5,008.00	5,008.00
0101 SIMMONS RD	0.00	0.00	3,455.00	1,466.00	1,724.72	6,645.72	6,645.72
0102 DOBADERRY RD	0.00	0.00	2,212.50	600.29	706.24	3,519.03	3,519.03
0103 FORREST ST	0.00	0.00	462.50	733.57	863.04	2,059.11	2,059.11
0104 LUKIN ST	0.00	0.00	176.25	163.84	192.78	532.87	532.87

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR PERIOD ENDING 31 MARCH 2013**

	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
ROAD							
0105 JOHN ST	0.00	0.00	316.25	245.13	288.39	849.77	849.77
0106 DAWSON ST	0.00	0.00	182.50	311.04	365.94	859.48	859.48
0107 EDWARD ST	0.00	0.00	90.00	36.47	42.90	169.37	169.37
0108 SMITH ST	0.00	0.00	616.25	410.32	482.77	1,509.34	1,509.34
0109 HARPER ST	0.00	0.00	348.75	611.37	719.26	1,679.38	1,679.38
0110 QUEEN ST	0.00	0.00	150.00	126.99	149.41	426.40	426.40
0111 DEMPSTER ST	0.00	0.00	210.00	62.65	73.72	346.37	346.37
0113 LENNARD ST	0.00	0.00	160.00	426.28	501.50	1,087.78	1,087.78
0114 BARTRAM ST SOUTH	0.00	0.00	682.50	304.43	358.16	1,345.09	1,345.09
0115 HOPE ST	0.00	0.00	405.00	145.86	171.61	722.47	722.47
0117 HUSKING ST	0.00	0.00	0.00	35.96	42.30	78.26	78.26
0122 BROOKING ST	0.00	0.00	1,303.75	706.60	831.36	2,841.71	2,841.71
0123 NICHOLAS ST	0.00	0.00	3,165.00	1,432.29	1,692.10	6,289.39	6,289.39
0124 RICHARDSON ST	0.00	0.00	11.25	9.12	10.73	31.10	31.10
0125 VINCENT ST	0.00	0.00	2,233.75	1,708.06	2,009.54	5,951.35	5,951.35
0126 CHIPPER ST	0.00	0.00	110.00	54.32	63.91	228.23	228.23
0127 HORLEY ST	0.00	0.00	60.00	36.21	42.60	138.81	138.81
0131 ELIZABETH ST	0.00	0.00	135.00	90.52	106.51	332.03	332.03
0139 CHESTILLION CT	0.00	0.00	11.25	45.58	53.63	110.46	110.46
0140 CAUDLE RD	0.00	0.00	112.50	35.30	41.54	189.34	189.34
0143 LUDGATE ST	0.00	0.00	37.50	9.24	10.87	57.61	57.61
0146 RAILWAY ST	0.00	0.00	186.25	123.82	145.67	455.74	455.74
0147 RAILWAY PDE	0.00	0.00	45.00	90.91	106.95	242.86	242.86
0148 BETHANY RD	0.00	0.00	1,393.75	478.49	563.49	2,435.73	2,435.73

SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 31 MARCH 2013							
	M & C (Exp)	Other Expense (Exp)	POC (Alloc)	PWOH (Alloc)	Wages (Alloc)	Total Alloc (Exp)	Total Exp
ROAD							
0149 COUNCIL RD	0.00	0.00	935.00	337.18	396.69	1,668.87	1,668.87
0152 LANGSFORD ST	0.00	0.00	535.00	406.37	478.10	1,419.47	1,419.47
0154 WYALGIMA RD	0.00	0.00	37.50	9.24	10.87	57.61	57.61
0155 SIMS RD	0.00	0.00	172.50	64.29	75.64	312.43	312.43
0156 ROSSI RD	0.00	0.00	75.00	18.47	21.73	115.20	115.20
0157 RIGOLL RD	0.00	0.00	400.00	110.83	130.39	641.22	641.22
0160 DUFFIELD ST	0.00	0.00	302.50	92.65	109.01	504.16	504.16
0162 BARNSLEY ST	0.00	0.00	2,737.50	1,277.77	1,503.28	5,518.55	5,518.55
0166 WESTDALE RD	0.00	0.00	14,212.50	9,035.56	10,658.19	33,906.25	33,906.25
0167 MAWSON RD	0.00	0.00	4,595.00	1,933.92	2,275.23	8,804.15	8,804.15
0168 HUTCHINSON ST	0.00	0.00	150.00	35.56	42.40	227.96	227.96
0176 CANNON HILL RD	0.00	0.00	137.50	46.18	54.33	238.01	238.01
0180 LITTLE HILL RD	0.00	0.00	187.50	56.31	66.25	310.06	310.06
5001 HUNT RD	0.00	0.00	187.50	134.10	172.05	493.65	493.65
9999 ROADS VARIOUS	4,405.00	0.00	3,202.50	3,245.50	3,818.27	10,266.27	14,671.27
Total ROAD	6,918.91	0.00	222,415.00	88,729.82	104,644.62	415,789.44	422,708.35
No name	0.00	0.00	765.00	294.94	346.99	1,406.93	1,406.93
TOTAL	8,074.91	20.76	227,231.25	90,869.80	107,176.28	425,277.33	433,373.00

11.2 Accounts Paid by Authority

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 15 April 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: March 2013 – List of Accounts

SUMMARY

Council to consider authorising the payment of accounts.

BACKGROUND

The following list represents accounts paid by authority for the month of March 2013.

COMMENT

Unless otherwise identified, all payments have been made in accordance with Council's 2012/13 Budget.

STATUTORY ENVIRONMENT

Regulation 12 of the Local Government (Financial Management) Regulations provides that:

- (1) A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the Local Government (Financial Management) Regulations provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
 - (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction;
- and
- (b) the date of the meeting of the Council to which the list is to be presented.

(3) A list prepared under sub regulation (1) or (2) is to be —

- (a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

FINANCIAL IMPLICATIONS

Unless otherwise identified, all payments have been made in accordance with Council's 2012/13 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Authority to Purchase – All acquisitions should be in accordance with budget provisions or to a maximum specified cost.

VOTING REQUIREMENTS

Simple majority

OFFICER'S RECOMMENDATION

That the List of Accounts as presented:

March 2013:

(1) Municipal Fund – Account 016-540 259 838 056	
Cheque vouchers: 1038-1047 incl totalling	\$ 40,866.79 previously paid
EFT vouchers 05 Mar 13 01-11 incl totalling	\$ 21,501.76
EFT vouchers 11 Mar 13 01-28 incl totalling	\$ 37,418.23
EFT vouchers 18 Mar 13 01-35 incl totalling	\$ 407,736.68
EFT vouchers 28 Mar 13 01-40 incl totalling	<u>\$ 402,828.14</u>
Total of EFT vouchers for Mar 2013 incl	\$ 869,484.81 previously paid.
(2) Direct Debit Payments totalling	\$ 54,655.03 previously paid
(3) Credit Card Payments totalling	\$ 485.71 previously paid
Total Municipal Fund Payments	\$ 965,492.34
(4) Trust Fund – Account 016-259 838 128	
Cheque vouchers: 1445 - 1445 incl totalling	\$ 388.00 previously paid
EFT vouchers incl totalling	\$ 0.00

be authorised

COUNCIL RESOLUTION

M8/0413

Moved: Cr Foster

Seconded: Cr Murray

That the List of Accounts as presented:

March 2013:

(1) Municipal Fund – Account 016-540 259 838 056		
Cheque vouchers: 1038-1047 incl totalling	\$	40,866.79 previously paid
EFT vouchers 05 Mar 13 01-11 incl totalling	\$	21,501.76
EFT vouchers 11 Mar 13 01-28 incl totalling	\$	37,418.23
EFT vouchers 18 Mar 13 01-35 incl totalling	\$	407,736.68
EFT vouchers 28 Mar 13 01-40 incl totalling	\$	<u>402,828.14</u>
Total of EFT vouchers for Mar 2013 incl	\$	869,484.81 previously paid.
 (2) Direct Debit Payments totalling	\$	54,655.03 previously paid
 (3) Credit Card Payments totalling	\$	485.71 previously paid
 Total Municipal Fund Payments	\$	965,492.34
 (4) Trust Fund – Account 016-259 838 128		
Cheque vouchers: 1445 - 1445 incl totalling	\$	388.00 previously paid
EFT vouchers incl totalling	\$	0.00

be authorised

CARRIED 7/0

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit		01/03/2013	CBA - MERCHANT BANKING	FEB 2013 TRANSACTION FEES	-105.94	-105.94
EFT Pymt		05/03/2013	ACCOUNTANTS SUPER	SUPER CONTRIB: FE 27 FEB 13	-64.61	
EFT Pymt		05/03/2013	BDH - BEV DOME HIRE	DIESEL: 10,150 L	-14,825.09	
EFT Pymt		05/03/2013	BT FIN GP-LEONHARDT Scott	SUPER CONTRIB: FE 27 FEB 13	-165.20	
EFT Pymt		05/03/2013	COLONIAL FIRST STATE-CORRIGAN Justin	SUPER CONTRIB: FE 27 FEB 13	-270.03	
EFT Pymt		05/03/2013	CSRF - CATHOLIC SUPER & RETIREMENT FUND	SUPER CONTRIB: FE 27 FEB 13	-109.00	
EFT Pymt		05/03/2013	DOMINION SUPERANNUATION MASTER TRUST	SUPER CONTRIB: FE 27 FEB 13	-156.53	
EFT Pymt		05/03/2013	LGRCEU	2013-02 FEB UNION FEES	-77.60	
EFT Pymt		05/03/2013	MARSHALL Simon	REIMBURSE: FUEL EXPENSES	-111.56	
EFT Pymt		05/03/2013	PRIME SUPER	SUPER CONTRIB: FE 27 FEB 13	-54.00	
EFT Pymt		05/03/2013	SUPERWRAP - PERSONAL SUPER PLAN	SUPER CONTRIB: FE 27 FEB 13	-692.32	
EFT Pymt		05/03/2013	WALGSP - SUPER	SUPER CONTRIB: FE 27 FEB 13	-4,975.82	-21,501.76
Direct Debit		05/03/2013	CBA - MERCHANT BANKING	FEB 2013 ACCCESS FEE	-35.74	-35.74
Direct Debit		05/03/2013	ANZ- TRANSACTIVE (ONLINE BANKING)	FEB 13 ONLINE BANKING	-200.50	-200.50
Direct Debit		07/03/2013	WESTNET PTY LTD	MAR 2013 INTERNET ACCESS	-66.00	-66.00
EFT Pymt		11/03/2013	ADVANCED AUTO LOGIC P/L	SUNDRY PLANT (SPL03): MATERIALS	-167.00	
EFT Pymt		11/03/2013	ALLSTAMPS	CORRESPONDENCE DATE STAMP & GREEN INK	-46.55	
EFT Pymt		11/03/2013	AUS RECORD	ADHESIVE MAP STRIPS	-124.59	
EFT Pymt		11/03/2013	AVON EXPRESS - STANFIELD Cobb	FREIGHT CHARGES - FEB 2013	-132.00	
EFT Pymt		11/03/2013	AVON TRADING	FEB 2013 HARDWARE SUPPLIES	-1,007.86	

EFT Pymt	11/03/2013	AVON WASTE	1,899 BIN COLLECTION FE 22 FEB 13 INC RECYLING BINS & 1 x RECYCLING COLLECTION	-4,140.80
EFT Pymt	11/03/2013	BEV ART GALLERY SOCIETY	2012/13 DONATION - 45TH ANNUAL EASTER ART EXHIBITION	-2,600.00
EFT Pymt	11/03/2013	BOC LIMITED	FEB 2013: CYLINDER RENTAL	-58.29
EFT Pymt	11/03/2013	BSL - BUILDING COMMISSION	12/13 YR: JUL12 - FEB13 BUILDING APPLICATIONS x 32	-4,031.07
EFT Pymt	11/03/2013	BUNNINGS BUILDING SUPPLIES P/L	HARDWARE SUPPLIES	-327.76
EFT Pymt	11/03/2013	CAS - CONTRACT AQUATIC SERVICES	POOL: 4 of 5 CONTRACT PYMT 12/13 YR & CHEMIALS	-14,078.90
EFT Pymt	11/03/2013	COLTS DINER & MONKEYS KITCHEN	COUNCIL MEET: 27 FEB 13	-151.20
EFT Pymt	11/03/2013	COURIER AUSTRALIA/TOLL IPEC	FREIGHT CHARGES: 15 - 20 FEB 13	-41.67
EFT Pymt	11/03/2013	CUTTING EDGES EQUIPMENT PARTS	BE030 (BH02) & BE001 (GRD04): PARTS	-645.56
EFT Pymt	11/03/2013	DPT REG DEV & LANDS	RES L3001 - LEASE K174786 AMENDED re 01 APR - 30 JUN 13 PERIOD	-125.69
EFT Pymt	11/03/2013	DRIVE STRAIGHT	BE037 (TRK06): SERVICE	-508.20
EFT Pymt	11/03/2013	ESPLANADE FREMANTLE	LGMA FIN CONFERENCE: 27-28 FEB13 for D/CEO	-450.00
EFT Pymt	11/03/2013	FACEY Phyllis	2013-02 FEB BLARNEY ISSUES	-250.00
EFT Pymt	11/03/2013	HOWARD PORTER	BE013 (TRK07): PARTS	-102.05
EFT Pymt	11/03/2013	MAJOR MOTORS PTY LTD	BE013 (TRK07): PARTS	-395.16
EFT Pymt	11/03/2013	ORICA/SPECTRUM	2013-02 FEB CHLORINE CYLINDER RENTAL (ORICA) & CYLINDER of GAS	-464.75
EFT Pymt	11/03/2013	PACIFIC BRANDS - WORKWEAR GP	UNIFORMS: ROBSON Emma	-55.02
EFT Pymt	11/03/2013	RADIOWEST BROADCASTERS P/L	2013-02 FEB: INTERVIEW "AROUND THE TOWN" INTERVIEW	-55.00
EFT Pymt	11/03/2013	RIDGWAY Dee	REIMBURSE: REPLACEMENT CASH BOX for C/PARK	-25.83
EFT Pymt	11/03/2013	SHIRE OF YORK	HEALTH SERVICES: JAN 2013 & RANGER SERVICES: NOV 12 - JAN 13	-1,850.09

EFT Pymt	11/03/2013	WALGA - WA LOCAL GOVERNMENT ASSOCIATION	2013 LOC GOVT DIRECTORIES x 4	-192.00	
EFT Pymt	11/03/2013	WESTSTATE HOSE SUPPLIES	WATER TANK (SPL04): PARTS	-459.34	
EFT Pymt	11/03/2013	WESTERN STABILISERS	MUNI ROADS - MORBINING RD1: PULVERISE PAVEMENT & MOBILISATION	-4,931.85	-37,418.23
Liability Chq	14/03/2013	ACCOUNTANTS SUPER	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	BT FIN GP-LEONHARDT Scott	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	COLONIAL FIRST STATE-CORRIGAN Justin	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	CSRF - CATHOLIC SUPER & RETIREMENT FUND	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	DOMINION SUPERANNUATION MASTER TRUST	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	PRIME SUPER	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	SHIRE OF BEVERLEY	2013-03 MAR SAL DEDUCTIONS (13 MAR): RATES	0.00	0.00
Liability Chq	14/03/2013	SUPERWRAP - PERSONAL SUPER PLAN	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
Liability Chq	14/03/2013	WALGSP - SUPER	SUPER CONTRIB: FE 13 MAR 13	0.00	0.00
EFT Pymt	18/03/2013	ACCOUNTANTS SUPER	SUPER CONTRIB: FE 13 MAR 13	-64.61	
EFT Pymt	18/03/2013	AG IMPLEMENTS NORTHAM/MERREDIN	BE030 (BH02): PARTS	-169.89	
EFT Pymt	18/03/2013	AIMS	2013-02 FEB FUEL TAX CREDITS	-255.31	
EFT Pymt	18/03/2013	AUST POST	FEB 2013 POSTAGE	-599.35	
EFT Pymt	18/03/2013	AVON AUTO AIR	VARIOUS VEHICLES: AIR CON SERVICES	-529.00	
EFT Pymt	18/03/2013	AVON WASTE	1,902 BIN COLLECTION FE 08 MAR 13 INC RECYLING BINS & 1 x RECYCLING COLLECTION	-4,147.12	
EFT Pymt	18/03/2013	BADGE	NEW SPORTS COMPLEX: PROG PYMT 5	-361,156.80	
EFT Pymt	18/03/2013	BDH - BEV DOME HIRE	4,000 L DIESEL	-5,690.00	
EFT Pymt	18/03/2013	BEV CRC (TELECENTRE)	2013-03 MAR: COMPILING FOR PRODUCTION	-825.00	

EFT Pymt	18/03/2013	BEV IGA	FEB 2013 PURCHASES	-395.82
EFT Pymt	18/03/2013	BEV STEEL FABRICATION	WATER TANK (SPL04): PARTS	-59.21
EFT Pymt	18/03/2013	BLECHY'S TYRE & BATTERY	JAN & FEB 13 - TYRE MAINTENANCE	-2,186.50
EFT Pymt	18/03/2013	BORAL CONSTRUCTION MATERIALS	ROAD MNTCE: PATCHING ASPHALT & EMULSION	-1,487.20
EFT Pymt	18/03/2013	BT FIN GP-LEONHARDT Scott	SUPER CONTRIB: FE 13 MAR 13	-165.20
EFT Pymt	18/03/2013	BUNNINGS BUILDING SUPPLIES P/L	HARDWARE SUPPLIES	-443.96
EFT Pymt	18/03/2013	COLONIAL FIRST STATE-CORRIGAN Justin	SUPER CONTRIB: FE 13 MAR 13	-270.03
EFT Pymt	18/03/2013	COUNTRYSIDE PEST CONTROL	DEAD FINISH, MORB SHED: PEST TREATMENT	-396.00
EFT Pymt	18/03/2013	COURIER AUSTRALIA/TOLL IPEC	FREIGHT CHARGES: 27 FEB 13	-9.16
EFT Pymt	18/03/2013	CSRF - CATHOLIC SUPER & RETIREMENT FUND	SUPER CONTRIB: FE 13 MAR 13	-109.00
EFT Pymt	18/03/2013	DAWSONS CONCRETE & REINFORCING	FOOTPATH - ELIZABETH ST 1: PROGRESS PYMT	-10,000.00
EFT Pymt	18/03/2013	DOMINION SUPERANNUATION MASTER TRUST	SUPER CONTRIB: FE 13 MAR 13	-156.53
EFT Pymt	18/03/2013	HAINES NORTON	JAN 13 BAS - PREP & RECONCILIATION	-467.50
EFT Pymt	18/03/2013	LANDGATE (VGO)	VALUATION FEES: 15 DEC 12 - 08 FEB 13	-73.60
EFT Pymt	18/03/2013	MARINDUST SALES	NEW SPORTING COMPLEX: GROUND TUBES re GOAL POSTS	-484.00
EFT Pymt	18/03/2013	MARSHALL Simon	REIMBURSE: DCEO - MARSHALL Simon	-17.80
EFT Pymt	18/03/2013	MSA CONSTRUCTION	2012-12 DEC & 2013-01 JAN RELIEF "BUILDING INSPECTOR"	-4,306.50
EFT Pymt	18/03/2013	PACIFIC BRANDS - WORKWEAR GP	UNIFORMS: COLLINS Sue	-510.51
EFT Pymt	18/03/2013	PCS - PERFECT COMPUTER SOLUTIONS	COMPUTER SUPPORT	-193.75
EFT Pymt	18/03/2013	PRIME SUPER	SUPER CONTRIB: FE 13 MAR 13	-54.00
EFT Pymt	18/03/2013	PROTECTOR ALSAFE	FIRE CONTROL: PROTECTIVE EQUIPMENT	-553.15
EFT Pymt	18/03/2013	REYNOLDS GRAPHICS (1993) P/L	PROMOTIONAL VIDEO: SHIRE of BEVERLEY INFORMATION	-880.00

EFT Pymt	18/03/2013	SHIRE OF BROOKTON	2013-02 FEB TOWN PLANNING SCHEME	-4,280.45	
EFT Pymt	18/03/2013	SHIRE OF YORK	RANGER SERVICES: 07 FEB - 05 MAR 13	-978.20	
EFT Pymt	18/03/2013	SUPERWRAP - PERSONAL SUPER PLAN	SUPER CONTRIB: FE 13 MAR 13	-692.32	
EFT Pymt	18/03/2013	WALGSP - SUPER	SUPER CONTRIB: FE 13 MAR 13	-5,129.21	-407,736.68
Liability Chq	28/03/2013	ACCOUNTANTS SUPER	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	ATO - AUSTRALIAN TAX OFFICE	2013-03 MAR PAYG TAX	0.00	0.00
Liability Chq	28/03/2013	BT FIN GP-LEONHARDT Scott	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	COLONIAL FIRST STATE-CORRIGAN Justin	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	CSRF - CATHOLIC SUPER & RETIREMENT FUND	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	DOMINION SUPERANNUATION MASTER TRUST	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	LGRCEU	2013-03 MAR UNION FEES	0.00	0.00
Liability Chq	28/03/2013	PRIME SUPER	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	SHIRE OF BEVERLEY	2013-03 MAR SAL DEDUCTIONS (27 MAR): RATES	0.00	0.00
Liability Chq	28/03/2013	SUPERWRAP - PERSONAL SUPER PLAN	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
Liability Chq	28/03/2013	WALGSP - SUPER	SUPER CONTRIB: FE 27 MAR 13	0.00	0.00
EFT Pymt	28/03/2013	ACCOUNTANTS SUPER	SUPER CONTRIB: FE 27 MAR 13	-64.61	
EFT Pymt	28/03/2013	ADC PROJECTS	NEW SPORTING COMPLEX, OLD SCHOOL BLDG & INFANT HEALTH BLDG	-12,115.40	
EFT Pymt	28/03/2013	AVON VALLEY FLYSCREENS	RV U7: VERTICAL BLINDS - LOUNGE & MAIN BEDROOM	-297.00	
EFT Pymt	28/03/2013	AVON WASTE	1,902 BIN COLLECTION FE 22 MAR 13 INC RECYCLING BINS & 1 x RECYCLING COLLECTION	-4,147.12	
EFT Pymt	28/03/2013	BEV COUNTRY KITCHEN	COMMITTEE MEETS: 08, 25 MAR 13	-400.00	
EFT Pymt	28/03/2013	BEV ELECT SERVICES (SMITH K)	CHRISTMAS DECS: FRONTAGE of BEV CRC & DAM for OVAL	-4,123.96	

EFT Pymt	28/03/2013	BEV TOURIST & DEVELOPMENT ASSOC	12/13 DONATION	-6,000.00
EFT Pymt	28/03/2013	BOULTON Kim	RECORD MANAGEMENT ASSISTANCE	-968.00
EFT Pymt	28/03/2013	BT FIN GP-LEONHARDT Scott	SUPER CONTRIB: FE 27 MAR 13	-165.20
EFT Pymt	28/03/2013	BUNNINGS BUILDING SUPPLIES P/L	HARDWARE SUPPLIES	-116.71
EFT Pymt	28/03/2013	CAS - CONTRACT AQUATIC SERVICES	5 of 5 INSTALMENTS of CONTRACT for 12/13 SWIMMING YEAR	-12,329.90
EFT Pymt	28/03/2013	CLAW ENVIRONMENTAL	DRUMMUSTER: 12-13 MAR 2013	-2,649.30
EFT Pymt	28/03/2013	COLONIAL FIRST STATE-CORRIGAN Justin	SUPER CONTRIB: FE 27 MAR 13	-270.03
EFT Pymt	28/03/2013	COUNTRY COPIERS NORTHAM	SADDLEBACK STAPLES for BLARNEY	-110.33
EFT Pymt	28/03/2013	COURIER AUSTRALIA/TOLL IPEC	FREIGHT CHARGES: 07 - 22 MAR 13	-209.94
EFT Pymt	28/03/2013	CSRF - CATHOLIC SUPER & RETIREMENT FUND	SUPER CONTRIB: FE 27 MAR 13	-109.00
EFT Pymt	28/03/2013	DAWSONS CONCRETE & REINFORCING	HUNT RD FOOTPATH: PROGRESS PYMT	-7,000.00
EFT Pymt	28/03/2013	DIGGAWEST	BE038 (LDR06): PARTS	-284.24
EFT Pymt	28/03/2013	DOMINION SUPERANNUATION MASTER TRUST	SUPER CONTRIB:FE 27 MAR 13	-156.53
EFT Pymt	28/03/2013	GSA ENGINEERING	NEW SPORTS COMPLEX: CONTRACT ADMINISTRATION	-726.00
EFT Pymt	28/03/2013	INKOSI DESIGN	NEW SPORTING COMPLEX: BAL of PYMT - ELECT DESIGN & DOCn	-1,347.50
EFT Pymt	28/03/2013	LGRCEU	2013-03 MAR UNION FEES	-77.60
EFT Pymt	28/03/2013	LnC HYDRAULICS	NEW SPORTS COMPLEX: DESIGN WORKS for AMALGATED LOTS	-4,620.00
EFT Pymt	28/03/2013	PACIFIC BRANDS - WORKWEAR GP	UNIFORMS: SEEBER Valery	-87.69
EFT Pymt	28/03/2013	PALASSIS ARCHITECTS	LESSER HALL REFURB: 60% DESIGN DRAWINGS	-4,356.00
EFT Pymt	28/03/2013	PRIME SUPER	SUPER CONTRIB: FE 27 MAR 13	-54.00
EFT Pymt	28/03/2013	QUAIRADING EARTHMOVING	MUNI RDS: MORBINNING - GRAVEL	-5,291.00
EFT Pymt	28/03/2013	QUICK CORP AUST	MAR 13 STATIONERY ORDER	-737.70

EFT Pymt	28/03/2013	RnR CONTRACTING PTY LTD	VARIOUS RDS: BITUMEN RESEALING	-264,437.43	
EFT Pymt	28/03/2013	ROSHER E & MJ	BE423 (MOW04): PARTS	-183.25	
EFT Pymt	28/03/2013	SNAP OSBORNE PARK	BUS CARDS: BULDG SERVICES - VALENTINI Marko	-133.61	
EFT Pymt	28/03/2013	SPECIALISED TREE SERVICE	NEW SPORTS COMPLEX: DEAD TREE REMOVAL	-2,990.00	
EFT Pymt	28/03/2013	STEVE'S SHOE REPAIRS	VINCENT ST FOOTPATH: ENGRAVING for SEATING (OUTSIDE PHARMACY)	-30.80	
EFT Pymt	28/03/2013	STRATEGIC TEAMS	INTEGRATED WORKFORCE PLAN: PROF SERVICES (1st PROG PYMT)	-4,400.00	
EFT Pymt	28/03/2013	SUPERWRAP - PERSONAL SUPER PLAN	SUPER CONTRIB: FE 27 MAR 13	-692.32	
EFT Pymt	28/03/2013	WALGSP - SUPER	SUPER CONTRIB: FE 27 MAR 13	-5,038.42	
EFT Pymt	28/03/2013	WESTATE HOSE SUPPLIES	WATER TANK (SPL04): PARTS	-327.36	
EFT Pymt	28/03/2013	WESTERN STABILISERS	MUNI RD - MORBINING RD1: CEMENT STABILISATION	-54,344.40	
EFT Pymt	28/03/2013	WESTRAC	BE021 (LDR05): PARTS	-410.79	
EFT Pymt	28/03/2013	WILLSON Marlene	CARAVAN PARK: 5000 FLYERS	-1,025.00	-402,828.14
Direct Debit	28/03/2013	DPI - LICENSING SERVICES	FEB/MAR13 LICENSING PAYMENTS	-54,246.85	-54,246.85
Cheque # 1038	05/03/2013	SPECTRUM SUPER	SUPER CONTRIB: FE 27 FEB 13	-95.99	-95.99
Cheque # 1039	05/03/2013	SYNERGY	STREET LIGHTS: 25 DEC 12 - 24 JAN 13	-2,285.95	-2,285.95
Cheque # 1040	11/03/2013	CRANA ABORIGINAL CORP	ASS 774 - REFUND	-159.35	-159.35
Cheque # 1041	11/03/2013	CTF (nee BCITF)	12/13 BCITF : JUL12-FEB13 RTN (8 APPLICATIONS)	-1,293.20	-1,293.20
Cheque # 1042	11/03/2013	SYNERGY	2013-02 FEB ELECTRICITY ACCOUNTS	-16,798.10	-16,798.10
Cheque # 1043	18/03/2013	ATO - AUSTRALIAN TAX OFFICE	2013-02 FEB BAS RETURN	-7,278.00	-7,278.00
Cheque # 1044	18/03/2013	RA-AN ENTERPRISES	YORK WILLIAMS RD: EXCAVATOR HIRE	-10,395.00	-10,395.00
Cheque # 1045	18/03/2013	SYNERGY	L78 WATERHATCH RD, COUNCIL DAM: 19 JAN - 07 MAR 13	-437.45	-437.45
Cheque # 1046	18/03/2013	T-BONE & SON	2012 CHRISTMAS VOUCHERS	-690.00	-690.00

Cheque #	1047	18/03/2013	TELSTRA	2013-03 MAR TELEPHONE ACCOUNTS	-1,433.75	-1,433.75
Gen Jnl	2418	14/03/2013		FEB 13 # - CREDIT CARD	-485.71	-485.71
PAYMENTS RAISED IN CURRENT MONTH					-965,492.34	-965,492.34

WAGES & SALARIES

EFT Pymt		14/03/2013	WAGES & SALARIES	FE - 13 MAR 13	-49,972.09	
EFT Pymt		27/03/2013	WAGES & SALARIES	FE - 27 MAR 13	-47,803.18	
WAGES & SALARIES					-97,775.27	-97,775.27

TRANSFERS to TRUST

TRANSFERS to TRUST	0.00	0.00
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UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT

Cheque #	1040	11/03/2013	CRANA ABORIGINAL CORP	ASS 774 - REFUND	159.35	
UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT					159.35	159.35

PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS

Cheque #	1032	18/02/2013	GOLDING Rosemary	REFUND: BLDG & PLAN FEES due to APPLIC being RETRACTED (Loc 6910 BALLYBALLY RD)	-335.50	
Cheque #	1035	27/02/2013	FREGON Vicky	12/13_CR_YR: 1st PAY	-2,250.00	
Cheque #	1036	27/02/2013	PEPPER Chris	12/13_CR_YR: 1st PAY	-2,937.50	
Cheque #	1037	27/02/2013	REDINK HOMES	REFUND: DEV APPLIC FEE re 102 HUTCHINSON ST	-1,400.01	
PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS					-6,923.01	-6,923.01

OTHER AMENDMENTS/GENERAL JOURNALS

26/03/2013	PAYMENT TO CBA POS	Credit Card Refund	-600.00	
			<hr/>	
			OTHER AMENDMENTS/GENERAL JOURNALS	-600.00 -600.00

INVESTMENTS

		INVESTMENTS	0.00	0.00
			<hr/>	
			TOTAL EXPENDITURE for MUNICIPAL ACCOUNT	-
				1,070,631.27

CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT

Bill Pmt -CCard	27/01/2013	CALTEX ERSKINE	BE1 (SDN24): 35.49L ULP	50.00
Bill Pmt -CCard	01/02/2013	ABCB	COPY & ACCESS: BCA VOLS 2013	330.00
Bill Pmt -CCard	06/02/2013	SLICKER STICKERS	STATIONERY	105.71
			<hr/>	
			CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT	485.71

TRUST ACCOUNT DETAILS

PAYMENTS RAISED IN CURRENT MONTH

Cheque #	1445	03/18/2013	BURNSIDE John	RVBOND_REFUND	-388.00	
					<hr/>	
					PAYMENTS RAISED IN CURRENT MONTH	-388.00 -388.00

PAYMENTS UNPRESENTED IN CURRENT BANK #

		PAYMENTS UNPRESENTED IN CURRENT BANK #	0.00	0.00
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PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS

PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS	<u>0.00</u>	<u>0.00</u>
--	-------------	-------------

OTHER AMENDMENTS/GENERAL JOURNALS

OTHER AMENDMENTS/GENERAL JOURNALS	<u>0.00</u>	<u>0.00</u>
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TOTAL EXPENDITURE for TRUST ACCOUNT		<u><u>-388.00</u></u>
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TOTAL EXPENDITURE as reconciled to the MARCH 2013 BANK STATEMENTS

Municipal Account Expenditure	-1,070,631.27
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Trust Account Expenditure	-388.00
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TOTAL EXPENDITURE for MARCH 2013	<u><u>-1,071,019.27</u></u>
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11.3 2013/14 Budget – Capital Allocations

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 15 April 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: N/A

SUMMARY

Council to consider the proposed Capital works program for 2013/14.

BACKGROUND

At the Long Term Financial Planning workshop, held on 11 April 2013, Councillors identified several projects to be undertaken in 2013/14.

COMMENT

The following outlines the proposed capital works program for 2013/14 as discussed at the Long Term Financial Planning workshop:

Description	Cost Estimate
Independent Living Units – Planning	\$ 60,000
Walk Trail Development	\$100,000
Lukin Street Reserve (Foreshore Development) – Planning	\$ 20,000
Recreation Ground – Lighting Towers	\$200,000
Recreation Ground – Electronic Scoreboard	\$ 30,000
Recreation Ground – Waste Water Reuse Tanks	\$ 50,000
Town Hall Floor – Structural/Engineering Report	\$ 20,000
Caravan Park – On-site Chalets x 2	\$150,000
MotoX – Co-location Planning	\$ 40,000
Total	\$670,000

If Council is happy to progress these projects in 2013/14, firm cost estimates by way of quotation will be sourced (where applicable) for budgeting purposes.

These projects will be able to be reviewed prior to the adoption of the 2013/14 Budget through the draft budgeting process.

In addition to these new projects, several projects from 2013/14 are predicted to be carried over. These include:

Description	Cost Estimate
Railway Station – Carriage Refurbishment	\$ 10,000
Railway Station – Toilet Block	\$ 40,000
Caravan Park – Parkland Development	\$ 45,000
Industrial Land Development - Planning	\$ 70,000
Old School Building – Structural Improvements	\$150,000
Total	\$315,000

If Council is happy to continue with these projects in 2013/14, firm cost estimates will be sourced again for budgeting purposes.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Draft 2013/14 Budget

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the proposed Capital Works projects, totalling an estimated \$985,000, be included in the draft 2013/14 Budget.

OFFICER'S RECOMMENDATION

M9/0413

Moved: Cr Murray

Seconded: Cr Gogol

That the proposed Capital Works projects, totalling an estimated \$985,000, be included in the draft 2013/14 Budget.

CARRIED 7/0

2.56pm – Cr Ridgway joined the meeting.

12. ADMINISTRATION

12.1 Councillor Vicky Fregon - Resignation

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 12 April 2013
APPLICANT: N/A
FILE REFERENCE: ADM 0300
AUTHOR: S P GOLLAN, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

To consider receiving Vicky Fregon's resignation and also to consider holding an extraordinary election or seek an approval to defer filling the vacancy until the October 2013 Election Day.

BACKGROUND

Councillor Vicky Fregon tendered her resignation on 11 April 2013, effective on the same day.

COMMENT

Councillor Fregon's Term of Office was to expire in October 2015, and as such her resignation has created a vacancy in the South Ward.

Council can either conduct an extraordinary election or in accordance with Section 4.16 of the Local Government Act 1995 seek approval from the Electoral Commissioner to defer such an election until the date of the ordinary elections being 19 October 2013.

STATUTORY ENVIRONMENT

Local Government Act 1995

Section 2.32 (b) states:

The office of a member of a council as an elected Mayor or President or as a Councillor becomes vacant if the member resigns from the office.

Section 4.16(4) states:

If a member's office becomes vacant under section 2.32

- a) after the third Saturday in January in an election year; but*
- b) before the third Saturday in July in that election year,*

the Council may, with the approval of the Electoral Commission, fix the ordinary elections day in that election year as the day for holding any poll needed for the extraordinary election to fill that vacancy.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Accept Vicky Fregon's resignation with regret.
2. Seek the approval of the Electoral Commissioner to fill the extraordinary vacancy created by the resignation of Vicky Fregon on the October 2013 Election Day.

COUNCIL RESOLUTION

M10/0413

Moved: Cr Foster

Seconded: Cr Gogol

That Council accept Vicky Fregon's resignation with regret.

CARRIED 8/0

COUNCIL RESOLUTION

M11/0413

Moved: Cr Foster

Seconded: Cr Gogol

That Council seek the approval of the Electoral Commissioner to fill the extraordinary vacancy created by the resignation of Cr Vicky Fregon on the October 2013 Election Day.

CARRIED 7/1

12.2 Beverley Station Arts Inc. Licence Agreement

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 16 April 2013
APPLICANT: Beverley Station Arts Inc.
FILE REFERENCE: ADM 0158
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Licence Agreement

SUMMARY

Council to consider endorsing the Licence Agreement for Portion of Reserve 47116, Beverley Station between Shire of Beverley and Beverley Station Arts Inc.

BACKGROUND

A draft Licence Agreement has been formulated by McLeods after a meeting with David Vaughan and the Chief Executive Officer. The draft was then given to the Beverley Station Arts Inc. for comment.

COMMENT

The Licence Agreement was presented to Council at the 26 March Ordinary Council Meeting. It was agreed that a few minor changes were required, so the item lay on the table until the 23 April 2013 Council Meeting.

The Licence Agreement has been amended to the requirements of Beverley Station Arts Inc. and the Shire of Beverley

Clause 6.3 now reads "*The Licensee must not suffer or permit a person to smoke in any portion of the Licensed Area*".

A Licence Fee of \$100.00 per annum was included in the licence; this fee can be altered yearly.

The Term of Lease is now Five (5) years commencing on 1 May 2013 and expiring on 30 April 2018.

First Further Term: Five (5) years commencing on 1 May 2018 and expiring on 30 April 2023.

Second Further Term: Five (5) years commencing on 1 May 2023 and expiring on 30 April 2028.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

Strategic Community Plan prioritises providing facilities to support sporting and community needs.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the Licence Agreement – Portion of Reserve 47116, Beverley Station between the Shire of Beverley and Beverley Station Arts Inc. be endorsed and authorisation given to the Chief Executive Officer and Shire President to sign and apply the Common Seal to the Licence Agreement – Portion of Reserve 47116, Beverley Station.

COUNCIL RESOLUTION

M12/0413

Moved: Cr Murray

Seconded: Cr Gogol

That the item lay on the table until the Ordinary Council Meeting to be held 28 May 2013.

CARRIED 8/0

Licence Agreement – Portion of Reserve 47116, Beverley Station

Shire of Beverley
Beverley Stations Arts Inc.



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: DFN:BEV-33202

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Details

Parties

Shire of Beverley

of PO Box 20, Beverley, Western Australia 6304
(Licensor)

Beverley Station Arts Inc.

of PO Box 112, Beverley, Western Australia, 6304
(Licensee)

Background

- A The Licensor is the management body of the Land under the Management Order.
- B The Licensor has agreed to grant to the Licensee a licence to use that portion of the Land described in **Item 2** of the Schedule (**Licensed Area**).
- C The Licensor and the Licensee enter into this Agreement to set out the terms and conditions upon which the licence is granted.

Agreed terms

1. Condition precedent

This agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*.

2. Grant of licence

In consideration of the covenants of the Licensee given herein the Licensor HEREBY GRANTS to the Licensee a licence (Licence) to use the Licensed Area on the terms and conditions set out in this Deed.

3. Term

The Licence shall continue in force and effect for the duration of the term set out in **Item 3** of the Schedule (Term).

4. Permitted Hours of Use

For the duration of the Term of the Licence the Licensee shall be permitted to use the Licensed Area, but only during the permitted hours of use set out in **Item 4** of the Schedule (Permitted Hours of Use).

5. Licence fee & GST

The Licensee COVENANTS with the Licensor to:

- (a) pay the Licensor the licence fee referred to in **Item 5** of the Schedule (Licence Fee) from the commencement of the Term without any abatement or deduction whatsoever; and
- (b) pay the Licensor any GST payable on the Licence Fee and on any other supply made by the Licensor to the Licensee under this Licence.

6. Use of Licensed Area

6.1 Permitted Use

The Licensee shall ensure that the Licensed Area is used only for the Permitted Use.

6.2 No harm or stress

The Licensee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of any building in the Licensed Area.

6.3 No smoking

The Licensee must not suffer or permit a person to smoke inside any portion of the Licensed Area.

6.4 Sale of Alcohol

The Licensee will only sell or supply liquor from the Licensed Area in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* and any other relevant written laws that may be in force from time to time.

6.5 Sale of Food

The Licensee shall only sell food within the Licensed Area in accordance with the *Food Act 2008* and any other relevant written laws that may be in force from time to time.

6.6 No pollution

The Licensee must do all things necessary to prevent pollution or contamination of the Licensed Area by garbage, refuse, waste matter, oil and other pollutants.

7. Outgoings

- (1) Subject to sub-clause (2), the Licensor shall duly and punctually pay all outgoings or charges assessed or incurred in respect of the Licensed Area, other than cleaning charges, which shall be the responsibility of the Licensee.
- (2) The Licensee shall use its best endeavours to ensure that its use of the Licensed Area does not give rise to excessive or unreasonable consumption charges relating to electricity, water, telephone or any other utility or service used by the Licensee, having regard to the level of charges previously paid by the Licensor.
- (3) If in the opinion of the Licensor the Licensee has incurred excessive or unreasonable consumption charges relating to electricity, water, telephone or any other utility or service used by the Licensee, having regard to the level of charges previously paid by the Licensor, then the Licensor may require the Licensee to pay within 14 days any such consumption charge deemed by the Licensor to be excessive or unreasonable.

8. Alterations

- (1) The Licensee shall not:
 - (a) make or cause, suffer or permit to be placed upon the Licensed Area any improvements, alterations, buildings, structures or other fixtures or fittings of any kind whatsoever; or
 - (b) carry out any modifications or alterations whatsoever to the Licensed Area,unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit) and all necessary approvals, licences and permits required by law have been obtained.
- (2) Without prejudice to any other remedy available to the Licensor, the Licensor may require the Licensee by notice in writing to remove any:
 - (a) improvements, alterations, buildings, structures or other fixtures or fittings of any kind whatsoever placed on the Licensed Area; or
 - (b) modifications or alterations undertaken to the Licensed Area,without the prior written approval of the Licensor first being obtained in accordance with sub-clause (1).

9. Entry and inspection of Licensed Area

The Licensee must permit the Licensor to enter the Licensed Area at any reasonable time during the Permitted Hours of Use to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

10. Signs & advertising

The Licensee shall not affix or exhibit or permit to be affixed or exhibited in or upon any part of the Licensed Area any placard, signboard, neon sign or other advertisement unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit).

11. Compliance with statutes

The Licensee shall:

- (a) comply promptly with all written laws from time to time in force relating to the Licensed Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any written law for the Permitted Use to be undertaken on the Licensed Area;
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensee's use of the Licensed Area; and
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held within the Licensed Area.

12. Maintenance and cleaning of Licensed Area

- (1) Subject to the Licensee's payment of the Licence Fee, the Licensor will maintain the Licensed Area in accordance with the Licensor's maintenance standards.
- (2) Maintenance for the purposes of **clause 12(1)** covers:
 - (a) structural maintenance and general repairs of buildings within the Licensed Area; and
 - (b) the ongoing repair and replacement of fixtures and fittings.
- (3) The standard of the maintenance and the frequency of the repairs and replacements identified in **clause 12(2)** will be dependent on the Licensor's general building maintenance program and budgetary considerations and may vary from time to time.
- (4) The Licensee must keep the Licensed Area clean, tidy and free from rubbish at all times. The Licensee shall bear any fees or charges incurred for cleaning of the Licensed Area.

13. Heritage Protection

- (1) The Licensee acknowledges that the Licensed Area is a Heritage Property and that it is an essential provision of this Licence that the Licensed Area be maintained in a manner which preserves its heritage value.

- (2) To comply with this provision the Licensee must not undertake any work that will alter the state of the Licensed Area at the commencement of this Licence (including but without limitation, painting, any alterations or improvements, or the addition of any exterior trade fittings, shades, awnings, sprinkler systems, antennae, masts, fixture or fittings) without the approval of the Licensor, who will have regard to the heritage value of the Licensed Area in considering any proposed works.
- (3) Subject to clause 12, the Licensee must comply with and observe all Heritage Legislation.

14. Damage to Licensed Area

The Licensor and the Licensee AGREE that:

- (a) it will be the responsibility of the Licensee to repair, rehabilitate and make good any damage to the Licensed Area, including but not limited to damage to any fixtures or fittings of the Licensor, caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person;
- (b) the Licensee shall be responsible for the cost of any of the repairs, rehabilitation or making good of damage referred to in sub-clause (a); and
- (c) the Licensee must pay to the Licensor the costs of any repair, rehabilitation or making good of damage to the Licensed Area within 7 days of receipt of a written demand for such payment being made by the Licensor.

15. Not to cause nuisance

The Licensee AGREES with the Licensor that it shall:

- (a) not do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything in the nature of which may be deemed to be a nuisance may exist or arise or continue upon or in connection with the Licensed Area or the use thereof and to forthwith abate any such nuisance or alleged nuisance; and
- (b) pay to the Licensor on demand all sums of money which the Licensor may at any time and from time to time hereafter pay or expend to be called upon to repay in or about or in connection with performing, discharging or executing any requisitions or works or abating any nuisance or alleged nuisance referred to in the preceding sub-clause (a) and which contrary to the agreement therein contained the Licensee neglects or fails to perform, discharge or execute.

16. Indemnity

The Licensee agrees to indemnify and keep indemnified the Licensor and the Minister for Lands, and all officers, servants and agents of the Licensor and the Minister for Lands:

- (a) from and against the destruction of or damage to any property of the Licensor or any person; and
- (b) from and against all actions claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person BUT the Licensee shall not be responsible for any loss or damage which is caused by the negligence of the Licensor or its servants, agents, contractors or invitees.

17. Insurance

17.1 Insurance required

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Area) for the time being:

- (a) adequate public liability insurance for a sum not less than fifteen million dollars (\$15,000,000) in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require; and
- (b) where the Licensor so requires, insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

17.2 Maintain insurance

The Licensee shall not cancel any policy of insurance referred to in sub-clause (1) and in the event of such cancellation this Licence shall terminate immediately and the Licensee shall have no claim against the Licensor for any loss suffered as a result of such termination.

17.3 Details and receipts

The Licensee shall produce copies of the certificates of currency or receipts confirming the currency of any policy or policies of insurance within seven (7) days of being provided with a written request by the Licensor to do so.

18. Casual Hire

- (1) The Licensee shall make the Licensed Area or any part thereof available for hire on a casual basis only for community functions and events in accordance with the following terms and conditions:
 - (a) the Licensee shall be responsible for managing all matters relating to the hire of the Licensed Area and will be responsible for bookings including the receipt and co-ordination of all requests to hire the Licensed Area, and will record all bookings and receipts in a diary which is to be made available to the Licensor upon request;
 - (b) hire of the Licensed Area on a casual basis shall be consistent at all times with the Permitted Use;
 - (c) any hirer shall comply strictly with the relevant terms of this Licence and the Licensee shall be liable for any breach of a provision of this Licence by the hirer;
 - (d) the Licensee shall only refuse a casual hire arrangement with the consent of the Licensor, which consent may be withheld by the Licensor in its absolute discretion;
 - (e) the hire fee charged to users of the Licensed Area shall be subject to approval of the Licensor; and
 - (f) the Licensee may retain any hire fee paid by a casual user of the Licensed Area under a hire arrangement approved by the Licensor.

- (2) For the purposes of this Licence, “casual hire” means any hire of the Licensed Area by the Licensee to a third party for a period of and not more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublicense of the Licensed Area.
- (3) The Licensee ACKNOWLEDGES that at all times, including when the Licensed Area are hired to a third party, it remains responsible for the Licensed Area, including without limitation any damage that may be caused or occurs during any hire period, and shall continue to be subject to all covenants, terms and conditions contained in this Licence at all times during which the Licensed Area is being hired to a third party.

19. Not to void insurance

The Licensee agrees with the Licensor not to at any time during the Term, commit, or suffer to be done any act, matter or thing upon the Licensed Area whereby any insurance which may at any time have been effected in respect of the Licensed Area or any part thereof may be vitiated or rendered void or voidable.

20. No assignment without consent of Licensor or Minister for Lands

The Licensee agrees that it shall not encumber, assign, sub-licence or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Licensor and the Minister for Lands, which consent the Licensor or the Minister for Lands may withhold in their absolute discretion.

21. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism which occurs in the Licensed Area;
- (b) any occurrence or circumstances in or near the Licensed Area, of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately give them to the Licensor.

22. No right of exclusive possession

The Licensee acknowledges that this Licence is non-exclusive and does not convey any right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Licensor or otherwise entitled at law to access or use the Licensed Area.

23. Further term

If at the date of expiration of the Term:

- (a) there is no outstanding breach of this Licence by the Licensee; and
- (b) the Licensee's conduct of its business activities is otherwise to the satisfaction of the Chief Executive Officer of the Licensor,

the Licensor may grant to the Licensee a further licence of the Licensed Area for any further term specified in **Item 3** of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this **clause 23** in respect of any further term already granted.

24. Default

The Licensor and the Licensee AGREE that:

- (a) if the Licence Fee or any part thereof shall be in arrears after the date specified for payment for a period of fourteen (14) days after notice specifying such default shall have been served on the Licensee; or
- (b) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of fourteen (14) days after a notice specifying such default shall have been served on the Licensee

then in any of the said cases it shall be lawful for the Licensor at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee the Licence hereby granted shall terminate, but without prejudice to the right of action of the Licensor for arrears of the Licence Fee or damages for breach of any other covenant. Upon such termination the parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee, in respect of any unexpired portion of the Term.

25. Termination of management order

The parties ACKNOWLEDGE that:

- (a) the Licence will automatically terminate if the management order that the Licensor holds the Land under is revoked; and
- (b) if the Licence is terminated in accordance with **sub-clause (a)** of this clause the Licensee will not be entitled to any form of compensation or damages as a result of the termination.

26. Restoration of Licensed Area

The Licensee AGREES with the Licensor that:

- (a) at the expiration or sooner determination of this Licence, it shall at its cost remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee, unless otherwise approved in writing by the Licensor;
- (b) it shall restore the Licensed Area to the condition in which it existed at the date of possession of the Licensed Area to the satisfaction of the Licensor; and
- (c) in the event the Licensee does not restore the Licensed Area to the satisfaction of the Licensor within one month of the expiration or sooner determination of this Licence the Licensor may remove any alterations, additions or improvements installed by the Licensee and restore the Licensed Area to its satisfaction and the costs of carrying out such removal and restoration shall be a liquidated debt recoverable from the Licensee by the Licensor in a Court of competent jurisdiction.

27. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area or any right of exclusive possession.

28. Yielding up at expiration of term

The Licensee AGREES with the Licensor that at the end or sooner termination of the Term of the Licence it shall leave the Licensed Area in a condition consistent with the provisions of this Licence.

29. No warranty

The Licensor gives no warranty:

- (a) as to the suitability or otherwise of the Licensed Area for the Permitted Use; or
- (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

30. No fetter

Notwithstanding any other provision of this Licence, the Licensee ACKNOWLEDGES that the Licensor is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Licensor may be obliged to determine applications for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

31. Notice

31.1 Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other.

31.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 31.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 31.1(b)**, on the second business day following the date of posting of the Notice.

32. Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO or an authorised officer;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

33. Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

34. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Licence.

35. Dispute resolution

The parties agree that any dispute between the Licensee and the Licensor in regard to anything arising from this Licence shall:

- (a) be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Licensor responsible for administering the Reserve or the Licensed Area; and
- (b) if the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in sub-clause (a) of this clause and setting out in writing the reasons for his or her decision.

36. Variation

This Licence may be varied only by deed executed by the Parties subject to such consents as are required by this Licence or at law.

37. Payment of interest

Without affecting the rights, power and remedies of the Licensor under this Licence, the Licensee shall pay to the Licensor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

38. Costs

The Licensee must pay to the Licensor on demand:

- (a) any statutory duty or taxes payable on or in connection with this Licence;
- (b) all legal costs of and incidental to the preparation and execution of this Licence;
- (c) all costs, reasonable legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (ii) any breach of covenant by the Licensee or an Authorised Person; and
 - (iii) any work done at the Licensee's request which the Licensor is not responsible for under the terms of this Licence.

39. Governing law

This Licence is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

40. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in Item 7 of the Schedule shall be deemed part of this Licence and shall be binding upon the Licensor and Licensee as if incorporated in the body of this Licence.

41. Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (iv) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name,

- includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- (v) a right includes a benefit, remedy, discretion, authority or power;
 - (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (ix) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;
 - (d) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any officer, workmen, servants, agents, contractors, licensees, invitees, assignees or persons authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
 - (e) Except in the Schedule, headings do not affect the interpretation of this Licence;
 - (f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.
 - (g) The Schedule and Annexures (if any) form part of the Licence.

42. Definitions

In this Licence, unless otherwise required by the context or subject matter:

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Authorised Person means an agent, employee, invitee or sub-licensee of the Licensee;

Chief Executive Officer means the Chief Executive Officer of the Licensor or any person authorized to act on his behalf;

CPI means the Consumer Price Index (All Groups for Perth) compiled by the Australian Bureau of Statistics as amended or substituted from time to time;

GST means a tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Licensor for goods or services or property or any other thing under this Licence; and

Heritage Legislation means all present and future legislation, regulations, by-laws, local laws or orders relating to the protection of historic or culturally significant sites including, without limitation, the *Heritage of Western Australia Act 1990*.

Heritage Property means a place registered or noted on or the subject of proposed or interim registration or notation on a register, inventory or list maintained under Heritage Legislation or the subject of a conservation order or other order or agreement made under Heritage Legislation.

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at Item 1 of the Schedule;

Licence means this deed as supplemented, amended or varied from time to time;

Licence Fee means the fee specified in Item 5 of the Schedule;

Licensed Area means the Licensed Area described in Item 2 of the Schedule;

Management Order means the management order pursuant to which the Licensor was vested with care, control and management of Reserve 47116 by the Minister for Lands for the purpose of Historical Building;

Notice means each notice, demand, consent or authority given or made to any person under this Licence;

Party means the Licensor or the Licensee according to the context;

Permitted Use means the use set out in Item 6 of the Schedule;

Precinct means the Beverley Railway Station Precinct comprising the Licensed Area;

Schedule means the Schedule to this Licence, unless otherwise stipulated;

Supply means a good or service or any other thing supplied by the Licensor under this Licence and includes but is not limited to a grant of a right to possession of the Licensed Area; and

Term means the term stipulated in Item 3 of the Schedule and, where the context permits, includes any further term.

Schedule

Item 1 Land

Reserve 47116 being land more particularly described as Lot 426 on Deposited Plan 34254 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3129 Folio 862

Item 2 Licensed Area

That portion of the Land together with any buildings situated thereon as depicted on the sketch annexed hereto.

Item 3 Term

Term: Five (5) years commencing on 1 May 2013 and expiring on 30 April 2018

First Further Term: Five (5) years commencing on 1 May 2018 and expiring on 30 April 2023

Second Further Term: Five (5) years commencing on 1 May 2023 and expiring on 30 April 2028

Item 4 Permitted Hours of Use

6am to 1am on each day during the Term

Item 5 Licence Fee

(a) **Licence Fee:** One hundred dollars (\$100) per annum, subject to review in accordance with paragraph (b) and payment in accordance with paragraph (c)

(b) **Licence Fee Review:** Unless otherwise agreed by the Licensor, the Licence Fee shall be reviewed on each anniversary of the Commencement Date (**Licence Fee Review Date**) based on CPI so as to increase the amount of the Licence Fee payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Licence Fee Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Licence Fee Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence Fee payable from the relevant Licence Fee Review Date will be the same as the Licence Fee payable during the immediately preceding period.

(c) **Manner of Payment:** Payable annually in advance commencing on the first day of Term

Item 6 Permitted Use

1. Art gallery and exhibition centre
2. Performance venue

3. Community use

Item 7 Additional terms, covenants and conditions

1. Participation in management committee of Licensee

The Licensee shall permit a Councillor of the Licensor to sit on the management committee of the Licensee and participate in decision making in relation to the management of the Licensed Area.

2. Display and maintenance of Shire of Beverley Art Collection

(1) The Licensee shall:

- (a) display the Shire of Beverley's permanent art collection (Art Collection) in the Station Gallery and other public facilities approved by the Licensor in consultation with the Licensee; and
- (b) maintain the Art Collection in accordance with a maintenance program approved by the Licensor in consultation with the Licensee.

(2) The Licensee acknowledges and agrees that the Art Collection is the property of the Licensor and works comprising part of the Art Collection shall not be disposed of without approval of the Licensor.

3. Public access to Precinct

The Licensee shall:

- (a) open the Precinct to the public during the hours requested by the Licensor, acting reasonably;
- (b) set an entry fee or hire charge for visitors to the Precinct, subject to approval of the Licensor; and
- (c) receive the entry fee or hire charge, set pursuant to sub-clause 2(b), from each visitor to the Precinct and show the total receipts in an annual report to the Council on the operation of the Precinct.

4. Inspection of buildings and maintenance requests

The Licensee shall regularly inspect all buildings and submit a list of suggested works and maintenance to be carried out in the forthcoming year to the Licensor for consideration in the budget allocation on or before 31 March each year.

5. Application for grants and funding

The Licensee shall, in consultation with and subject to approval of the Licensor, pursue grants and other funding to support the development and improvement of the Precinct.

6. Inventory and receipt of artefacts

The Licensee shall:

- (a) accept and duly record artefacts donated to the Precinct, obtaining from each donor a signed statement detailing the terms of the donation;
- (b) where temporary loan of an artefact is accepted, obtain from the lender a signed statement indemnifying the Licensor and the Licensee against any loss, theft or damage; and
- (c) provide the Licensor with a full inventory of existing and newly acquired artefacts at the end of each financial year.

7. Annual Easter Art Exhibition

- (1) The Licensee shall organise and manage the annual Beverley Easter Art Exhibition (Exhibition).
- (2) Subject to the annual budgetary process and approval of Council, the Licensor will consider providing photocopying, mail and other requested administrative services associated with the running of the Exhibition.

8. Report to Licensor

The Licensee shall present a written annual report to the Licensor for each year ending 30 June that includes:

- (a) a detailed review of the operation of the Precinct and the Licensed Area;
- (b) a copy of the audited accounts of the Licensee for the financial year; and
- (c) any other information relating to the Licensee's use of the Licensed Area or management of the Precinct that the Licensor may reasonably require.

9. Licensor's undertakings

The Licensor agrees to:

- (1) consider budget requests for operational funding and capital development for the management and development of the Precinct, subject at all times to approval of Council;
- (2) use reasonable endeavours to promote the Precinct where appropriate through the Licensor's information base to the public; and
- (3) make submissions in conjunction with the Licensee for grant monies and employment training programmes in relation to the management and development of the Precinct, where local government applications are eligible.

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2013

THE COMMON SEAL of the Shire of Beverley was hereunto affixed by authority of a resolution of the Council in the presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of BEVERLEY STATION ARTS INC. ("Association") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Association indicated under his or her name:

OFFICE HOLDER SIGN

OFFICE HOLDER SIGN

Office Held

Office Held

Full Name

Full Name

Address

Address

CONSENT OF THE MINISTER FOR LANDS:

33202-13.04.17-DFN-Licence Agreement

12.3 Use of the Common Seal

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 16 April 2013
APPLICANT: N/A
FILE REFERENCE: ADM 0265
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to endorse the use of the Common Seal

BACKGROUND

Allocation of the Common Seal requires accompanying signatures of both the Shire President (or Deputy) and Chief Executive Officer (or person acting in that position).

COMMENT

The Common Seal has been recently attached to the following documents:

1. Agreement for Kerbside and Bulk Bin Recycling Collection Services between the Shire of Beverley and Stondon Pty Ltd (Avon Waste).
2. Lease of Crown Land Lot 28804 on deposited plan 216204 between State of Western Australia acting through the Minister for Lands and the Shire of Beverley.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 9, Division 3, Execution of documents states:

- (1) A document is duly executed by a local government if —
 - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
 - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of —
 - (a) the mayor or president; and
 - (b) the chief executive officer or a senior employee authorised by the chief executive officer,

each of whom is to sign the document to attest that the common seal was so affixed.

- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

- (5) A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.
- (6) A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.
- (7) When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council note and endorse the Common Seal having been attached to:

1. Agreement for Kerbside and Bulk Bin Recycling Collection Services between the Shire of Beverley and Stondon Pty Ltd (Avon Waste).
2. Lease of Crown Land Lot 28804 on deposited plan 216204 between State of Western Australia acting through the Minister for Lands and the Shire of Beverley.

COUNCIL RESOLUTION

M13/0413

Moved: Cr Foster

Seconded: Cr Alexander

That Council note and endorse the Common Seal having been attached to:

- 1. Agreement for Kerbside and Bulk Bin Recycling Collection Services between the Shire of Beverley and Stondon Pty Ltd (Avon Waste).**
- 2. Lease of Crown Land Lot 28804 on deposited plan 216204 between State of Western Australia acting through the Minister for Lands and the Shire of Beverley.**

CARRIED 8/0

12.4 Volunteer Bush Fire Brigade Administration Guidelines

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 18 April 2013
APPLICANT: Community Emergency Services Manager
FILE REFERENCE: ADM 0214
AUTHOR: J Corrigan, CESM
ATTACHMENTS: Volunteer Bush Fire Brigade Administration Guidelines

SUMMARY

Council to consider adopting and endorsing the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines.

BACKGROUND

On 17 April 2013, a draft of the Volunteer Bush Fire Brigade Administration Guidelines was tabled at the Fire Control Officers (FCO) meeting. The draft Volunteer Bush Fire Brigade Administration Guidelines outlined the roles and responsibilities of volunteer bush fire fighters, office bearers and bush fire brigades. The development of this document is to minimise the impact of emergencies on the community by increasing the understanding of the operational and training requirements for volunteer bush fighters and brigades.

COMMENT

The Community Emergency Services Manager is of the view that the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines as attached appropriately responds to identifying the responsibilities and procedures for volunteer bush fire brigades, members and that of the Chief Bush Fire Control Officer and his deputy for the Shire of Beverley.

The endorsement and subsequent implementation of Volunteer Bush Fire Administration Guidelines will greatly improve the Shire's ability in managing its bush fire brigades with a clear set of objectives, values and code of conduct for its members.

This document was produced in line with Bush Fire Regulations 1954 and Fire Brigade Act 1942 and fulfils any Council requirements for the establishment of bush fire brigades under these Acts.

STATUTORY ENVIRONMENT

Bush Fire Regulations 1954 and Fire Brigade Act 1942

FINANCIAL IMPLICATIONS

Expenditure has been identified through ESL budget allocation (Training of Volunteers).

STRATEGIC IMPLICATIONS

The administration guidelines will better enable volunteer bush fire members through set procedures and training to deal with emergencies that may impact upon the Shire of Beverley both now and long into the future

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines be adopted with a review annually.

COUNCIL RESOLUTION

M14/0413

Moved: Cr Gogol

Seconded: Cr Shaw

That the item lay on the table until the next Ordinary Council Meeting to be held 28 May 2013.

CARRIED 8/0



SHIRE OF BEVERLEY

VOLUNTEER

BUSH FIRE BRIGADE

ADMINISTRATION

GUIDELINES

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SHIRE OF BEVERLEY

The Volunteer Bush Fire Brigade Policy Manual was officially adopted by the Shire of Beverley Council

on the _____ day of _____ 20_____.

Name _____

Position: _____

Signature: _____

In the presence of:

Name of Witness: _____

Signature: _____

Position _____

RULES GOVERNING THE ADMINISTRATIVE RESPONSIBILITIES OF VOLUNTEER BUSH FIRE BRIGADES

1. PRELIMINARY

1.1 INTERPRETATION

In this Constitution, unless the context otherwise requires;

Absolute Majority	means more than half of the total votes of those eligible to vote;
AGM	means Annual General Meeting;
Auxiliary	means a male or female Member that provides support to operational Fire Fighters of the Brigade. The Member shall be entitled to one (1) vote at all Brigade meetings;
BFAC	means the Shire of Beverley Bush Fire Advisory Committee;
Brigade	means the Volunteer Bush Fire Brigade currently registered with the Local Government;
Executive Committee	means the Office Bearers of the Brigade appointed according to clause 3 and 5 to provide for the management of the Brigade;
DFES	means the Department of Fire Emergency Services
Financial year	means the period commencing on 1 July each year and ending on 30 June in the following year;
Fire Fighter	means a male or female Member of a Brigade with the competency and currency to carry out operational fire fighting duties and be a minimum of sixteen (16) years of age. The Member will be entitled to one (1) vote at all Brigade meetings;
Member	means a Member of the Brigade who has satisfied the necessary membership requirements;
Normal Brigade Activities	as defined in Section 35A of the Act;
Office Bearers	means those appointed in accordance with clause 3;
Ordinary Meeting	means any meeting of the Brigade other than the AGM or a special meeting;
The Act	means the <i>Bush Fires Act 1954</i> (WA) and amendments, and regulations;
The Regulations	means Bush Fire Regulations 1954.

2. OBJECTIVES AND VALUES

2.1 OBJECTIVES

The Shire of Beverley Bush Fire Brigade shall undertake the following objectives:

- Provide timely, quality and effective emergency services;
- Minimize the impact of emergencies on the community;
- Work with the community to increase bush fire awareness and fire prevention;
- Ensure that active Members' training requirements are maintained and documented to meet DFES standards;
- Ensure all operational equipment is serviceable and available for emergencies;
- Provide an environment where every individual is treated with respect, and which is free from discrimination or harassment;
- Uphold the Brigade Code of Conduct;
- Service the needs of the community and work cohesively with other agencies.

2.2 VALUES AND CODE OF CONDUCT

Volunteer bush fire members are to adopt the Shire of Beverley Brigade values at all times when representing the Brigade in accordance with the Brigade Code of Conduct.

The Brigade values include;

- Put the community first;
- Act with integrity and honesty;
- Work together as a committed team;
- Strive to keep ourselves and others safe;
- Respect and value the contribution of others;
- Have open and honest two way communication; and
- Continuously develop our skills to improve our service to the community.

3. THE DUTIES AND RESPONSIBILITIES OF BRIGADE OFFICE BEARERS

The Office Bearers of the Shire of Beverley Bush Fire Brigade should be able to demonstrate current competencies for the position of office they are nominated for prior to accepting the nomination or undertaking the duties and responsibilities of the said position.

3.1 CAPTAIN

Role

The Captain of the Brigade shall be responsible for the leadership and management of Brigade fire fighting operations.

As role model and mentor for Members the Captain should always act with integrity and consider each Member equally. All decisions should be in the interest of the Brigade and its Members.

The position reports to the CBFCO on Brigade related matters and represents the Brigade at BFAC Committee meetings.

Duties and Responsibilities

Duties and responsibilities of the Captain include:

- Demonstrate positive leadership and mentor Members;
- Command, control and confidently manage fire fighting activities at emergency incidents;
- To ensure incident control systems and management principles are implemented and maintained during all emergency incidents;
- Maintain a personal log book with a record of events and decisions that occur at an incident;

- Conduct Brigade briefings and post incident analysis of any incident involving fire fighting or management issues;
- To ensure Members deployed for operational duties have the competencies to complete the task or duty assigned and hold currency in training to carry out the functions required, in accordance with DFES standard operating procedures;
- To undertake responsibility for the proper management and maintenance of Brigade property and equipment;
- To represent the Brigade on the BFAC;
- To adopt policies on behalf of the Brigade as recommended by the BFAC;
- Ensure conduct of Members is in accordance with the Brigade's Code of Conduct; and
- Report any injuries of personnel or damage to fire fighting vehicles immediately to the Shire of Beverley

Essential Criteria of Captain -

- Knowledge of managing a volunteer organisation; and
- Ability to attend further fire and emergency management training.

Criteria of Captain -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

Qualifications	Experience	Competency Required
Fire fighting experience	Minimum 4 years	Competent
Basic Fire fighting		Competent
Advanced Bush Fire fighting		Competent
Sector Commander		Competent
Fire Control Officer		Competent

3.2 LIEUTENANT

The Lieutenant of a Brigade is responsible for the operational management of Members during Brigade activities. The position is required to provide both operational and administrative support to the Captain in managing the Brigade. The position reports to the Captain on all matters pertinent to the functioning of the Brigade and/or personnel whom they are supervising.

The Brigade should appoint a minimum of one (1) Lieutenant. Additional Lieutenants may be appointed according to the needs of the Brigade.

The Brigade must rank all Lieutenants numerically according to seniority. This will be determined by resolution at the first Office Bearers meeting, following the AGM. The Captain may exercise a casting vote, if required. In the absence of the Captain the most senior Lieutenant assumes all powers, responsibilities and duties of that officer.

Duties and Responsibilities

Duties and responsibilities of a Lieutenant include:

- Provide support to the Captain and assist with the management of the Brigade;
- In the absence of the Captain administer all powers and responsibilities of the Act (Part IV Section 44(1));
- Command and manage Members during emergencies and other Brigade related activities;
- Maintain a personal log book with a record of events that occur during all incidents;
- Conduct briefings during and after incidents and maintain open lines of two way communications between Members and the Executive Committee;
- Encourage positive interaction and teamwork between Members;
- Ensure DFES standing operating procedures are adhered to at Brigade activities;
- Ensure Fire Fighters engaged in fire fighting activities hold competencies relevant to the task;
- Work cohesively with the Brigade Training Coordinator to conduct training activities for Fire Fighters;
- Document and record details of all training activities in Fire Fighters' personal log book;
- To ensure the behaviour of Members is in accordance with the Brigade's Code of Conduct; and
- Represent the Brigade Members on the Executive Committee.

Essential Criteria of Lieutenant Officer -

- Knowledge of managing a volunteer organisation
- Ability to attend further fire and emergency management training.

Criteria of Lieutenant Officer -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

Qualifications	Experience	Competency Required
Fire fighting experience	Minimum 3 years	Competent
Basic Fire fighting		Competent
Advanced Bush Fire fighting		Competent
Sector Commander		Competent

3.3 CHAIRPERSON – BRIGADE CAPTAIN

The Chairperson presides over official Brigade meetings.

In the absence of a Chairperson the next most senior Member may preside over a meeting.

Duties and Responsibilities

The Chairperson shall perform the following functions:

- Preside over official Brigade meetings;
- Ensure meeting procedure and protocol is maintained;
- Promote the aims and objectives of the Brigade where possible;
- Advise the Brigade on administrative matters;
- Represent the Brigade Members on the Executive Committee;
- Promote open fair discussion during debate in relation to Brigade matters; and
- Ensure minutes of meetings are signed and dated by the Chairperson.

Qualifications

- Understanding of meeting procedures; and
- Demonstrated ability to conduct and manage meetings.

3.4 SECRETARY

The Secretary is to manage administrative matters of the Brigade. The position is not required to perform active operational duties and may be inclusive to an operational position held within the Brigade. The position reports to the Captain on administration matters pertinent to the Brigade.

Duties and Responsibilities

The Secretary shall perform the following functions:

- Ensure Members receive notification of Brigade meetings in accordance with section 4.14 of the Constitution;
- Prepare an agenda for Brigade meetings and distribute to Members prior to meetings;
- Ensure minutes of Brigade meetings are recorded and distributed to all Members prior to next meeting;
- Document and record all Brigade correspondence;
- Ensure Brigade information is disseminated to all active listed Members;
- Make available circulars and other information to Members;
- Work cohesively with Local Government management and administration staff on matters pertinent to Brigade administration

Qualifications

- Demonstrated ability to take minutes;
- Demonstrated record keeping and filing skills;
- An understanding of meeting procedure; and
- Computer Skills.

3.5 TREASURER

The role of the Treasurer is to manage and report to the Brigade on all financial matters. The position is not required to perform active operational duties and may be inclusive to an operational position held within the Brigade. The position reports to the Captain on financial matters pertinent to the Brigade.

Duties and Responsibilities

The Treasurer shall perform the following functions:

- Manage financial affairs of the Brigade;
- Maintain Brigade financial records and provide detailed report of income and expenditure at meetings;
- Work cohesively with Local Government management and administration staff on matters pertinent to Brigade financial matters, including providing copies of financial statements if required; and
- Represent the Brigade Members on the Executive Committee.

Qualifications

- Knowledge and understanding of accounting principles; and
- Computer skills (including Excel).

3.6 BRIGADE EQUIPMENT OFFICER

The role of the Brigade Equipment Officer is to manage Brigade and personal equipment. The position is not required to perform active operational duties but must be able to demonstrate knowledge of fire fighting equipment. The position may be inclusive to an operational position held within the Brigade and shall report to the Captain on matters pertinent to Brigade equipment.

Duties and Responsibilities

The equipment officer shall perform the following functions:

- Manage Brigade equipment and maintain register of all assets;
- Coordinate and record maintenance of Brigade equipment;
- Report all damage of Brigade equipment or property to the Captain immediately;
- Manage Brigade requests for replacement items and equipment. Compile documentation of replacement item and submit to the CESM;
- Represent the Brigade Members on the Executive Committee; and
- Represent the Brigade at equipment committee meetings.

3.7 FIRE CONTROL OFFICER (FCO)

A Bush Fire Control Officer is a delegated representative of the Local Government responsible for the administration of provisions within the Bush Fires Act 1954. The position is required to perform active operational duties in relation to both fire fighting and fire prevention strategies within the local community.

A Bush Fire Control Officer must be able to demonstrate experience in, wild fire behaviour AIIMS and knowledge of the area. The position must be able to interpret provisions of the Bush Fires Act 1954 and be confident with communication skills. It is desirable that this position be held by operational managers of the brigade.

This position reports to the brigade captain on all matters pertinent to bush fire management. If more than one FCO's/Brigades are in attendance may take control of fire operations and be Incident Controller or part of the Incident Manager Team as delegated by the Incident Controller.

A Fire Control Officer may hold jointly the position of Brigade Captain

Duties and Responsibilities

Duties and responsibilities of the FCO include:

- Authorise permits for hazard reduction burns within the Local Government in accordance with the Act;
- Identify and conduct risk assessments of fire hazards within the Local Government;
- Perform duties prescribed by the Act and authorised by the Local Government;
- Command and manage resources during wild fire or hazard reduction burns; and
- Maintain a personal log book to include a record of events and decisions during an incident.

Essential Criteria of Bush Fire Control Officer -

- Knowledge of managing a volunteer organisation
- Ability to complete Fire Control Officers course and AIIMS training courses
- Ability to attend further fire and emergency management training.

Criteria of Bush Fire Control Officer -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

Qualifications	Experience	Competency Required
Fire fighting experience	Minimum 4 years	Competent
Basic Fire fighting Modules		Competent
Advanced Bush Fire fighting Modules		Competent
Sector Commander		Competent
Fire Control Officer		Competent

3.8 CHIEF BUSH FIRE CONTROL OFFICER (CBFCO)

Role

The role of the Chief Bush Fire Control Officer is that of a leader, decision maker, planner and manager of the Bush Fire Organisation in the Shire of Beverley and not as hands on fire fighter. The CBFCO is to ensure that the organisation is functioning to a standard equal to the risks within the Shire of Beverley and is to ensure that the following tasks are achieved.

- During wildfire incidents manage the fire resources of the Shire and brigades and when necessary act as the Incident Controller in accordance with the Bushfire Response Plan.
- Promote the AIIMS Incident Management system to all FCO'S, Brigades and volunteer fire fighters within the Shire of Beverley and ensure an Incident Controller is appointed for all Incident Levels (1-3).
- Promote Community fire prevention as a priority, to identify and reduce fire hazards.
- Develop the fire organisation to effectively and efficiently control wildfires
- Develop and promote the use of Standard Operating Procedures, minimum training standards, identify hazards and assess risk of injury or harm to volunteers and implement the principals of OHS for volunteers to develop a safe working environment for fire fighters
- Ensure welfare preparedness is arranged for the provision of food, medical aid and counselling services for volunteers
- Establish and maintain effective communication and liaison with the Shire of Beverley, FCO'S, Brigades, DFES, DEC, emergency services, statutory authorities and facilitate prompt response and recovery to fire incidents.
- Ensure that brigades are involved in the development of Policy for the preparation of ESL Fire Appliance program, maintenance programs for Shire and Brigade owned equipment, incident debriefing of wildfires, welfare and safety of volunteers.
- Promote the values of volunteer fire brigades to the community and within the brigades.
- Delegate specific tasks to DCBFCO'S, FCO'S, or Brigades.
- Liaise with the Shire of Beverley, DFES and other organisation to achieve the duties outlined above.

Essential Criteria of Chief Bush Fire Control Officer –

- Knowledge of managing a volunteer organisation
- Ability to complete Chief Bush Fire Control Officers course and AIIMS training courses
- Ability to attend further fire and emergency management training.

Criteria of Chief Bush Fire Control Officer –

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions
- Current appointment as Fire Control Officer.

3.9 DEPUTY CHIEF BUSH FIRE CONTROL OFFICER (DCBFCO)

The role of the Deputy Chief Bush Fire Control Officer is that of a leader, decision maker, planner and manager of the Bush Fire Organisation in the Shire of Beverley and not as hands on fire fighter. The DCBFCO is to ensure that the organisation is functioning to a standard commensurate to the risks within the Shire of Beverley and is to ensure that the following tasks are achieved.

Role

- The role of Deputy Chief Bush Fire Control Officer is that of a leader, decision maker,
- Plan and assists the CBFCO in managing the Bush Fire Organisation and not as hands on fire fighter.
- The Deputy Chief Bush Fire Control Officer may deputise in the absence of the Chief Bush Fire Control Officer.
- If more than one FCO's/Brigades are in attendance may take control of fire operations and be
- Incident Controller or part of the Incident Manager Team as delegated by the Incident Controller.
- The Deputy Chief Bush Fire Control Officer is responsible to the Chief Bush Fire Control Officer.

Criteria of DCBFCO -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions
- Current appointment as Fire Control Officer.

Desirable Criteria of DCBFCO -

- Knowledge of managing a volunteer organisation
- Ability to complete Chief Bush Fire Control Officers course and AIMS training courses
- Ability to attend further fire and emergency management training.

4. MEMBERSHIP

4.1 NEW MEMBERSHIP APPLICATION

- A new Member is to complete a DFES volunteer nomination form and accept the conditions for membership.
- The brigade captain must endorse the application.
- The applicant shall obtain competencies for Introduction to Firefighting and Bush Fire fighting prior to commencing active Fire Fighting duties.

4.2 CONDITIONS OF MEMBERSHIP

The conditions of membership shall refer to

- Fire Fighters
- Auxiliary Members
- Cadets

A recruit Fire Fighter is required to complete the necessary Fire Fighter modules as required by the Shire of Beverley prior to commencing active Fire Fighter duties:

Competency in these modules shall be the minimum acceptable standard required for a Fire Fighter to perform active fire fighting duties.

- Members must comply with the legislative requirements of the:
 - *DFES Act 1998 (WA)*;
 - *Bush Fires Act 1954 (WA)*; and
 - *Equal Opportunity Act 1984 (WA)*
- Members must act within the:
 - established guidelines of the Brigade;
 - Brigade's policies;
 - Brigade's Code of Conduct; and
 - Competency and commitment requirements for an active volunteer Fire Fighter as required by the Shire of Beverley.

4.3 INDUCTION

All new Members shall be:

- Introduced to Brigade Members and shown all Brigade facilities during induction;
- Instructed about any safety requirements;
- Made aware of Brigade duties and responsibilities;
- Provided with a mentor until such time as they are familiar with Normal Brigade Activities

4.4 MEETINGS OF THE BRIGADE

ORDINARY MEETINGS

- The Brigade may at any time call an Ordinary Meeting of its Members.
- The Brigade shall hold a minimum of Two (2) Ordinary Meetings between 1 July and 30 June each year.

ANNUAL GENERAL MEETING

- The Brigade shall hold an AGM in July/August of each calendar year.
- A report shall be presented to the membership by the captain.

- At this meeting all Executive Committee positions will be declared vacant.
- All equipment and documentation relevant to each position is to be made available for auditing at the AGM.
- The CESM or proxy will act as receiving officer during the election of the new Executive Committee positions.
- The new Executive Committee will assume the positions as of the date of the AGM.
- Any outgoing Executive Committee Member to conduct handover to new incumbent.

VOTING

Each active Member, shall be entitled to one vote. In the event of an equality of votes, the Chairperson may exercise the deciding vote.

Votes may be counted by either:

- a) Formal secret ballot; or
- b) Informal show of hands.

5 EXECUTIVE COMMITTEE

- Each Brigade will consist of an Executive Committee.
- Any functions of the Brigade may be delegated to the Executive Committee provided that a motion approving of the delegation has been carried at either an Ordinary Meeting or AGM.
- The Executive Committee shall consist of the following Office Bearers:
 1. Brigade Captain
 2. Secretary
 3. Brigade Lieutenant(s)
 4. Treasurer (if applicable)
- The Executive Committee may request at any time the attendance of any person or persons at a meeting
 - The Executive Committee will be responsible for the management and administration of the Brigade.
 - A motion carried by the vote of an Absolute Majority of those present at an Executive Committee shall be accepted as the decision of the Executive Committee.
 - Each registered Member present at a meeting of the Executive Committee shall be entitled to one vote. In the event of an equality of votes the Captain will be entitled to a second or casting vote.
- The Executive Committee must keep accurate minutes of the meeting.
- Minutes of these meetings shall be made available to Members of the Brigade.
- All elected positions are for a period of twelve (12) consecutive months.

CONDUCT OF ELECTIONS

Positions should be determined by vote in the ascending order of preference:

Order	Officer	Term
1	Brigade Captain	1 year
2	Lieutenants	1 year
4	Secretary	1 year
5	Treasurer	1 year
8	FCO Nominations Only	1 year

The BFAC will be responsible for the appointment of the Fire Control Officers positions based on the delegates nominated by the Executive Committee

1. APPENDIX NOMINATION FORM

Local Government _____ Volunteer Bush Fire Brigade
(Name of Brigade)

Brigade Nomination Form

I _____, as an active Member of _____ Volunteer
Bush Fire Brigade hereby nominates _____ for the position of:

Captain		Lieutenant	
Fire Control Officer		Treasurer	
Secretary			

(If nominating for more than one position, separate forms are required)

I _____, as an active Member of _____ Volunteer
Bush Fire Brigade hereby endorses the above nomination.

Full Name of Nominee: _____

Address: _____

Contact Details:

Home: _____

Mobile: _____

E-mail: _____

DFES Identification Number: _____

I certify that I have read and understand the duties and responsibilities for the position I have been nominated as specified under the Volunteer Bush Fire Brigade Constitution and that I have currency in all the competencies required. I understand that if I do not have currency in all the competencies required I can still be nominated subject to the approval of the Community Fire Manager. Such approval may be conditional on further training or other arrangements as deemed necessary.

Signature

Date

Received by Secretary/Returning Officer

Signature

Date

Notes: _____

2. APPENDIX POLICY ON THE WEARING OF PERSONAL PROTECTIVE EQUIPMENT (PPE) BY VOLUNTEER BUSH FIRE BRIGADE MEMBERS

1. Introduction

This policy covers the wearing of PPE by registered brigade members and volunteers attending a fire ground within the Shire of Beverley

2. Definitions

For the purpose of this policy:

"PPE" means protective clothing including pants, jackets, helmets, boots, goggles and gloves.

"Fire ground" means the operational area at the scene of a fire.

"Brigade member" means a registered member of a Bush Fire Brigade within the Shire of Beverley.

"Volunteer fire fighter" means a bush fire control officer, a person who is a registered member of a bush fire brigade established under this Act or a person working under the direction of that officer or member (as per section 35A of the Bush Fires Act 1954).

"Normal Brigade activities" has the meaning assigned to it in Section 35A of the Bush Fires Act 1954.

"Authorised officer of the Shire of Beverley" means the Chief Executive Officer, Rangers and any person so delegated by the Chief Executive Officer.

3. Brigade Members and Volunteer Fire Fighters

Any volunteer fire fighter who attends a fire ground will endeavor to wear the following:

- Long sleeve shirt
- Long pants
- Fully enclosed shoes

At the specific request of a Fire Control Officer, Incident Controller, a Volunteer Fire Fighter can be requested to wear any or all of the above items of additional PPE (when supplied) should they be deemed necessary. Failure to comply with this request can result in the Volunteer Fire Fighter being directed to leave the fire ground.

Any volunteer that attends a fire ground without the minimum clothing above can be directed to leave the fire ground by a Fire Control Officer, an Incident Controller.

It is preferable that any volunteer fire fighter that attends a fire ground wear more than the prescribed PPE above.

Preferred additional PPE includes the following:

- Gloves
- Goggles
- Helmet

12.5 Lease – Reserve 2633 (Old Aerodrome opposite CBH)

SUBMISSION TO: Ordinary Council Meeting 23 April 2013
REPORT DATE: 16 April 2013
APPLICANT: David & Gina Adams
FILE REFERENCE: ADM 0049
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

That Council consider a tender for the lease of Reserve 2633 (Old Aerodrome opposite CBH) for a period of two years.

BACKGROUND

At the December 2012 Ordinary Council meeting, Council was informed that Mr David Fleay had withdrawn his tender to lease Reserve 2633 (Old Aerodrome opposite CBH) and consequently Council directed staff to readvertise the lease opportunity.

The Request For Tender was advertised in the Beverley Blarney from 1 January 2013 with Tender submissions closing on Monday 28 January 2013.

Two tenders were received, one withdrew and one was not acceptable due to the block being unsuitable for animals.

The Request For Tender was again advertised for cropping only in the Beverley Blarney from 1 April 2013 with Tender submissions closing on Monday 15 April 2013.

COMMENT

One tender for the Lease of Reserve 2633 was received by the due date and is summarised as follows:

Tenderer	Tendered Amount PA (\$ ex GST)
David and Gina Adams	\$1,650.00

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Minimal

STRATEGIC IMPLICATIONS

Support the development of industry, such as business incubators through advocacy and land use availability.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the tender for Lease of Reserve 2633 (Old Aerodrome) received from David and Gina Adams for \$1,650.00 ex GST be accepted for a period of two (2) years commencing 1 May 2013.

COUNCIL RESOLUTION

M15/0413

Moved: Cr Alexander

Seconded: Cr Shaw

That the tender for Lease of Reserve 2633 (Old Aerodrome) received from David and Gina Adams for \$1,650.00 ex GST be accepted for a period of two (2) years commencing 1 May 2013.

CARRIED 8/0

13. NEW BUSINESS ARISING BY ORDER OF THE MEETING

New Business of an urgent matter only, arising by order of the meeting.

14. CLOSURE

The Chairman declared the meeting closed 3.35pm