



SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 20 JULY 2019

COMMENCED AT 9:30AM

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1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

1.1 DECLARATION OF OPENING

The Shire President, Cr NL Trenfield declared the meeting opened at 9:30am.

1.2 DISCLAIMER READING

No responsibility whatsoever is implied or accepted by the Shire of Meekatharra for any act, omission or statement or intimation occurring during this Meeting.

It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of council's decision, which will be provided within fourteen (14) days of this Meeting

The Shire President, Cr NL Trenfield, read the disclaimer out loud.

2 RECORD OF ATTENDANCE/ APOLOGIES/ APPROVED LEAVE OF ABSENCE

Members

Cr NL Trenfield

Shire President

Cr PS Clancy

Deputy Shire President

Cr HJ Nichols

Cr DK Hodder

Cr AJ Binsiar

Cr MR Hall

Staff

Roy McClymont

Chief Executive Officer

Tralee Cable

Community & Development Services Manager

Apologies

Cr PW Curley

Approved Leave of Absence

Nil

Observers

Nil

3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4 PUBLIC QUESTION TIME

Nil

5 APPLICATION FOR LEAVE OF ABSENCE

Moved: Cr AJ Binsiar

Seconded: Cr HJ Nichols

That Cr MR Hall be granted Leave of Absence for the 17 August 2019 Ordinary Council Meeting.

CARRIED 5/0

6 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

6.1 ORDINARY COUNCIL MEETING HELD 22 JUNE 2019

Council Resolution:

Moved: Cr MR Hall
Seconded: Cr HJ Nichols

That the minutes from the Ordinary Council Meeting held Saturday 22 June 2019 be confirmed.

CARRIED 6/0

6.2 HEALTH, BUILDING & TOWN PLANNING COMMITTEE MEETING HELD 22 JUNE 2019

Council Resolution:

Moved: Cr HJ Nichols
Seconded: Cr AJ Binsiar

That the Minutes from Health Building Town Planning Meeting held Saturday 22 June 2019 be received.

CARRIED 6/0

7 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

8 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

- **Chief Executive Officer Roy McClymont, Shire President Cr NL Trenfield and Community & Development Services Manager Tralee Cable met with Di Franklin, Regional Director WA Country Health Services on 26 June 2019.**
- **Chief Executive Officer Roy McClymont and Works and Services Manager Peter Cox met with Talis Consulting representatives 27 June 2019.**
- **Chief Executive Officer Roy McClymont and Community & Development Services Manager Tralee Cable attended the Australia Airport Association teleconference 28 June 2019.**
- **Minister Simone McGurk presented a Lotterywest cheque for Lloyd's Plaza Revitalisation 3 July 2019.**
- **3 day In-house Supervision Training was conducted through WALGA. Training was also attended by staff from Cue, Sandstone & Wiluna 3 - 5 July 2019.**
- **Lloyd's Plaza Reference Group meeting was held 9 July 2019.**
- **Small Wheel Park Reference Group meeting was held 18 July 2019.**

9 REPORTS OF COMMITTEES AND OFFICERS**9.1 OFFICERS MONTHLY REPORTS****9.1.1 WORKS & SERVICES MANAGER'S REPORT – JUNE 2019****Construction Work - Mt Clere Road**

- C1 Council Funded – 2018/2019 (SLK 0.20 TO SLK 5.8)
- Remaining - Works still in progress SLK 1.0 to 3.3 (Re-sheet)
- These works carried over to 2019/2020
- Remaining 2 to 3 weeks with new culvert install at SLK 2.56
- Plus extension to SLK 6.4 from 5.8 originally from last Works Group approval
- Contract supply of double culvert from MJB Industries
- Delivery next week 18 July 2019 to site
- Contract tender for install completed and hoping to start end of next week 18 July 2019

Contract Maintenance Grading

- Northampton Grading Services continue on Turee Creek Road
- Bulloo Downs Road completed
- Sylvania Road completed

Flood Damage

- Flood Damage MTF - All works completed and now finalised
- Flood Damage NGE -All works completed and now finalised

Talc Cartage

- Talc cartage from Seabrook has stopped and will recommence in late August.

Water Bores

- Complete / installed – Sylvania, Mt Clere , Landor Road and Killara Road

Synergy - New Purchase Order

- Supply two Mack Granite Prime Movers as per WALGA preferred supplier
- Contract no NPN04-2019 agenda /minute number 9.2.6 for the purchase
- Price of \$476,300 including GST. P/O 67136 , 15 April 2019 (Truck Centre)
- Currently as of last email sent from Adrian Truck Centre 9 July 2019 – still waiting for final delivery date

Town Maintenance

- Smashed glass strewn across roadways, graffiti to town signs, buildings, lamp posts, roads and footpaths has continued and is taking up a considerable amount of time to remove.
- Sweeping of Main St was done in accordance with Council's directive
- Mowing has taken place and vegetation trimmed on Boardwalk, laneways, Kids Zone, Walkway and Youth Centre
- Shire housing mowed
- Weeding and spraying on verges and laneways
- Rubbish removed from Lookout and Peace Gorge
- Street/road signs replaced
- Regular maintenances to plant used by town crew
- Note Town Crew is currently reduced to one person. Recruitment process currently being undertaken to fill vacant position.

-
- Staff has been assisting Works and Services Manager survey works on Meekatharra Mt Clere Rd.
 - Signs placed at Cemetery
 - Repaired potholes
 - Maintenance grade of gravel roads around town

Plant Report

P406 CAT MINI EXCAVATOR 303CCR

Replaced hydraulic hoses for tilt head

P479 2007 MACK SUPERLINER (72)

Repaired fuel tank

P362 TANKER TRAILER

Repaired leak in water tank

P428 UD NISSAN TRUCK - GW 470 - 465 HP

Repaired fuel tank

P518 2018 TOYOTA LC70 WORKMATE

Serviced

P464 2013 CATERPILLAR 272DAC SKID STEER LOADER

Replaced battery

P464 2013 CATERPILLAR 272DAC SKID STEER LOADER

Replaced battery

P458 1990 BOOTH SEMI TRAILER - SKELETAL

Replace fuel delivery hose

Replace zip start cord on fuel delivery pump

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder

Seconded: Cr AJ Binsiar

That the Works and Services Manager's report for June 2019 be received.

CARRIED 6/0

9.1.2 AIRPORT MANAGER'S REPORT – JUNE 2019**Aircraft Movements and Statistics**

General aircraft movements for the month of June 2019 decreased slightly compared with June 2018, while RFDS movements decreased significantly against June 2018. A number of factors can be attributed with the decrease in RFDS traffic to Meekatharra. During the month of June staffing levels at Meekatharra remained low due to reduced staff at the Meekatharra base as per months of May & April. A number of factors for this included pilots and medical personal being temporarily located to other RFDS bases throughout the state and RFDS personnel relocating permanently to other bases. The RFDS base in Meekatharra is continuing to operate on a day and afternoon shift roster only with no crew available for night shift. It is my understanding recruitment of personnel has been conducted with 2 new pilots to commence operating from Meekatharra in the near future.

Avgas sales for the month decreased marginally by 9% compared to June 2018. While there were several AVGAS drum sales, the volumes are below those of previous years. This can be attributed to the pastoral industry reducing costs and holding off mustering activities and a moderate decrease in general aviation aircraft into Meekatharra. Jet A-1 sales decreased considerably by 36% on June 2018 totals. The reasons for the decreased fuel sales are listed above and relate directly to reduced RFDS aircraft movements to and from Meekatharra. Climatic conditions have also been mild this year which has seen less non-scheduled aircraft calling into Meekatharra for fuel.

The figures below reflect the differences between June 2018 and June 2019.

	June 18	June 19	Variance
General Aircraft Landed:	90	78	-13%
RFDS Landed	99	68	-31%
Avgas	10927	9897	-9%
Jet A1	59482	37919	-36%
Total Fuel Sold	70409	47816	-32%

	YTD 2018	YTD 2019	Variance
General Aircraft Landed:	441	470	+6%
RFDS Landed	561	482	-14%
Avgas	43507	50009	+15%
Jet A1	311527	227854	-27%
Total Fuel Sold	355034	277863	-22%

Aerodrome Works:

Aerodrome works for the month include:

- General maintenance and upkeep of facilities and equipment.
- Lawns / gardens and terminal plants upkeep.
- Crack patching and sealing of surface areas on main taxiway A, RFDS taxiway and main apron were completed on Friday 31st May 2019. Additional areas of cracking have been identified post rainfall in early June and will be inspected for remediation works.
- The aerodrome Annual Technical Inspection was conducted on 21/22 June, pending receipt of report. The Annual Electrical Inspection is scheduled to be conducted in July 2019.

Aerodrome Security:

One incident involving a passenger being denied boarding of a Skippers Aviation RPT flight on 14th June. The passenger became very angry as they had arrived after check-in had closed and were not permitted to board. The passenger was an employee of WACHS – Mental Health unit and details were passed on to them advising of the incident. The Shire CDSM was also informed of the events after they had occurred.

Safety Management System:

Nil reported.

Budget items still to be commenced:

New items for 2018/19 not yet commenced.

- Renovation of the airport residence kitchen & bathroom areas is pending with a commencement date yet to be advised.

Airport Emergency:

There were no aerodrome emergencies reported during June 2019 with the annual AD emergency exercise not yet held or scheduled.

Bird/Animal Activity:

Bird & Animal activity around the Meekatharra aerodrome has remained a low risk. Ongoing monitoring is conducted daily to further reduce the risk.

Mike Cuthbertson

Airport Manager

01/07/2019

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr DK Hodder

That the Airport Manager's report for June 2019 be received.

CARRIED 6/0

9.1.3 YOUTH AND RECREATION SERVICES REPORT – JUNE 2019

Activity	Girls		Boys		Activity Total	No of sessions	Average Attendance
	6-12	12-18	6-12	12-18			
Sport @ the Indoor Centre	45	7	52	36	140	12	14
Yarn Night @ the Youth Centre	22	12	26	26	76	4	19
Movie Night	15	24	24	30	93	4	23
Athletics/Rugby/Volleyball	18	22	23	34	97	11	9
Basketball	27	18	36	24	105	4	26
SMF/Football	26	20	41	39	126	4	30
Art	39	17	54	34	144	12	12
Kids Zone	35	N/A	25	N/A	60	12	5
Total	227	120	281	223	851	63	14

June Monthly Report 2019

June has continued with the busy form of last month, attendance has been consistent across the board with the kids enjoying the slighter warmer nights we have enjoyed compared to May. Evening sessions have continued to be busy likewise the indoor sports sessions in the afternoon. As was the case last month we have seen a steady increase in some activities kids coming into or back to town and re-engaging effectively with enough prompting. This is an area which we will need to remain the vigilant as the dynamics between young people and their social interactions are impacted greatly by the constant comings and goings within the community.

Like always the focus of the team has been on consistency so that we keep these kids coming back and making positive choices. Some projects we are in the process of finishing are the new Youth Centre Birdhouse, the vegetable garden which the kids have been loving working on. June also saw the youth services team successfully collaborating with Meekatharra District High School in to create some Design and Technology projects alongside of the youth of Meekatharra. The highlight of this was the Youth services teams' project dragster named the "Green Machine" winning the schools racing competition. July so far has seen the youth of Meekatharra positively involved in numerous community NAIDOC events as well being busy enjoying the team's effective collaboration with the visiting Storm CO. We look forward to sharing more with you next month!

Officers Recommendation / Council Resolution:

Moved: Cr AJ Binsiar

Seconded: Cr HJ Nichols

That the Youth Sport and Recreation Services Officer's report for June 2019 be received.

CARRIED 6/0

9.1.4 RANGER'S REPORT – JUNE 2019

Prepared by P Smith, Canine Control
Date 19 – 20 June 2019.

COMPLAINTS RECEIVED:

No written or verbal complaints were received.

ANIMALS TRAPPED:

Cages were set in various locations throughout town including several locations in the light industrial area. The cages were monitored throughout the evening. As a result, three feral cats were caught, removed and destroyed. A further two cats from another location were caught and destroyed.

Trapping cages were reset and placed in several locations along the main street and monitored. No animals were caught.

ANIMALS DESTROYED:

Three feral cats were trapped and destroyed at the rubbish tip.

FURTHER PATROLS:

Patrols were conducted of Peace Gorge, Cemetery, Go Cart track, Racecourse, Rubbish tip and Airport. No dogs were sighted wandering and there was nothing to report.

Patrols were conducted around town looking for suitable locations to place trapping cages.

Officers Recommendation / Council Resolution:

Moved: Cr HJ Nichols
Seconded: Cr MR Hall

That the Ranger's Report for June 2019 be received.

CARRIED 6/0

9.1.5 STATUS REPORTS

Council Decisions – Status Report

Note: This report lists only those Council decisions which require a specific, non-repetitive action.

Meeting Date	Item No	Title and Resolution Summary	Resp	Action	Status
15.07.06	9.3.6	Meekatharra Heritage and Canyon Trails Project Not proceeding with Canyon Trail until approvals are presented to Council Advise Agencies that provided grants about halt and ask if funds can be transferred to other sections of project. Take steps to secure tenure over historic sites connected to Meeka Heritage Trails Project Determine status of all reserves, vesting orders and roads within the shire.	CEO/ CONS		Complete Complete In Progress
15.07.06	9.5.1	Laneway Closure, Land Adjacent to Lots 425,426, 427 & 428 Railway Street Advise the Minister for Lands that proposal was advertised, that no submissions were received by closing dates, Water Corp had no objections. That Shire of Meekatharra request Minister for Land Admin permanently close the laneway and portions adjoining be amalgamated with lots, that Shire has no objections to lots being converted to Freehold Title.	CEO/ CONS	Letter written to Minister for Lands Process to be completed by DOLI	Complete In Progress
15.07.06	9.5.2	Permanent Closure of Streets within the Nannine Townsite That Council advise Dept Land Asset	CEO/ CONS/ CDAO	Letter sent to Dept	Complete

		Management that Council doesn't wish to close Nannine Townsite That Council establish ownership of Recreation Reserve 3917, Explosive Reserve 4748. Water Reserve 12460, Water Pipe Tracks and Id Hillside Homestead site near Nannine Townsite.			In Progress
21.11.09	9.3.4	Cornish Lift	PO	Quote approved 23/11/09. Letter of advice and order sent 23/11/09 Contractor to build	Complete In Progress
17.09.11	10.2	School Oval Facility – Agreement	CDSM	New report to Council required upon response from DoE Waiting on Reserve boundaries to be changed by DoE	In Progress In Progress
20.12.13	9.3.4	Meetings with Ministers – Local Issues	CEO	No further action required Create Position Statement on public housing in Meeka	Complete In Progress
12.04.14	9.6.1	Gabanintha – Nannine Rd Realignment	CEO	Letter to Jim Lacy 16.4.14 Email to DoL 17.4.14 Mapping to be done	In Progress
21.02.15	9.3.7	Building Assets – Review	CEO	Council Resolution sent to Darren Long for implementation in the Buildings Asset Management Plan and Long Term Financial Plan. Check and present to Council	In Progress
19.09.15	9.4.1	Meekatharra Solar Consortium – Non Binding Agreement	CDSM	Applicant advised. Further information required. Awaiting response.	In Progress

20.02.16	9.5.3	Local Planning Strategy and Local Planning Scheme No 4	CDSM	Documents Sent Waiting for final approval from Dept	Complete In Progress
16.07.16	9.4.5	Old Power Station	CDSM	Horizon Power advised 16/07/16. Contamination clearance in process.	In Progress
18.02.17	9.6.1	Water Bore Access Agreements & Licencing	DCEO/CEO	Consultant engaged to assist with generating letters/agreements Maps of bore location to be prepared and included on agreements	Complete In Progress
20.01.18	9.3.3	Draft Establishment Agreement/Withdrawal Murchison Regional Vermin Council	CEO	Emailed MRVC 25.1.18 & letter sent 30.1.18 Emailed Lawyer 30.1.18 Letter to Minister & MRVC 5.6.18	Complete Complete Complete In progress
14.12.18	10.2	Heritage Agreement Jidi Jidi	CEO	Jidi Jidi Lawyer emailed 20.12.18 Further response to draft deed emailed 4/6/19	In Progress
27.02.19	9.4.2	Review of Meekatharra Revitalisation Plan and Lions Park Development Strategy Review Revitalisation Plan:	CDSM	Consultation to be undertaken	In Progress
27.02.19	10.2	Vehicle Activated Speed Signs	PO	On hand to be installed	In Progress
13.04.19	9.5.1	Lloyd's Town Planning Approval Request	CDSM	In Progress	In Progress
20.05.19	10.1	Lloyds Project Reference Group	CDSM	First Meeting called Monday 10.6.19	In Progress
22.06.19	9.2.4	Adoption of 2019/20 Annual Budget	DECO	26.6.19 Submitted to Dept.	Complete
22.06.19	9.3.1	Election 2019-Postal/In Person Election	CEO	26.6.19 Managers advised.	Complete
22.06.19	9.4.1	Meekatharra outback festival t-shirt stock on hand	CDSM	30.6.19 Delivered	Complete

22.06.19	9.4.2	Donation to deadly thinking training	CDSM	24.6.19 Emailed	Complete
22.06.19	9.4.3	Application for Miscellaneous License 51/104	CDSM	No action required	Complete
22.06.19	9.4.4	Donation to the Isolated Children's Parent Association	CDSM	24.6.19 Emailed	Complete
22.06.19	9.4.5	Donation to Naidoc Organisers	CDSM	24.6.19 Emailed	Complete
22.06.19	9.4.6	Audio Visual Equipment for Town Hall	CDSM	24.6.19 Ordered	Complete
22.06.19	9.4.7	Review of Delegation Register	CDSM		In Progress
22.06.19	9.4.8	Donation – Mission Australia	CDSM	24.6.19 Emailed	Complete
22.06.19	9.4.9	Donation – EON Foundation	CDSM	24.6.19 Emailed	Complete
22.06.19	9.5.1	Approval to increase building envelope	CDSM	24.6.19 Emailed	Complete
22.06.19	9.6.1	Panel Tender – Concreting Works Hourly Hire	CEO/WSM	24.6.19 Emailed Talis (Consultant)	In Progress
22.06.19	9.7.1	CEO annual leave and appointment of acting CEO	CEO DCEO	No Further Action Required Noted	Complete
22.06.19	9.7.2	Lease 17 Main St – Compliance Process	CDSM		In Progress
22.06.19	9.7.3	Tenders – EHO Services	CDSM	Contract Signed & Filed	Complete
22.06.19	9.7.4	Lease Reserve 36131 – Meekatharra Speedway Club Inc	CDSM	Contract Signed & Filed	Complete

Officers Recommendation / Council Resolution:


Moved: Cr AJ Binsiar
Seconded: Cr DK Hodder


That the Status report be received.

CARRIED 6/0

9.2 FINANCE

Title/Subject:	MONTHLY FINANCIAL REPORT PERIOD ENDED JUNE 2019
Agenda/Minute Number:	9.2.1
Applicant:	Nil
File Ref:	ADM 171
Date of Report:	16 July 2019
Disclosure of Interest:	Nil
Author:	Svenja Clare Acting Deputy Chief Executive Officer
Senior Officer:	Roy McClymont Chief Executive Officer


Signature of Author


Signature Senior Officer

Summary:

Monthly Financial Report

Background:

Financial Activity Statement Report – s.6.4

- (1A) *In this regulation — committed assets means revenue unspent but set aside under the annual budget for a specific purpose.*
- (1) *A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —*
- (a) *annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and*
 - (b) *budget estimates to the end of the month to which the statement relates; and*
 - (c) *actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and*
 - (d) *material variances between the comparable amounts referred to in paragraphs (b) and (c); and*
 - (e) *the net current assets at the end of the month to which the statement relates.*
- (2) *Each statement of financial activity is to be accompanied by documents containing —*
- (a) *an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and*
 - (b) *an explanation of each of the material variances referred to in sub-regulation (1)(d); and*
 - (c) *such other supporting information as is considered relevant by the local government.*
- (3) *The information in a statement of financial activity may be shown —*
- (a) *according to nature and type classification; or*

- (b) *by program; or*
 - (c) *by business unit.*
- (4) *A statement of financial activity, and the accompanying documents referred to in sub-regulation (2), are to be —*
- (a) *presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and*
 - (b) *recorded in the minutes of the meeting at which it is presented.*
- (5) *Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.*

[Regulation 34 inserted in Gazette 31 Mar 2005 p. 1049-50; amended in Gazette 20 Jun 2008 p. 2724.]

[35. Deleted in Gazette 31 Mar 2005 p. 1050.]

Comment:

A monthly financial report is to be presented to Council at the next ordinary meeting following the end of the reporting period.

Consultation:

Megan Shirt – Local Government Consultant

Statutory Environment:

*Local Government Act 1995 Section 6.4 Financial Report
Financial Management Regulations 34*

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr PS Clancy

That the financial report for the period ending 30 June 2019 be received.

CARRIED 6/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 30 June 2019

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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*Statement of Financial Activity By Nature or Type

Statement of Budget Amendments

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Note 5 Receivables

Note 6 Cash Backed Reserves

Note 7 Grants

Note 8a Capital Expenditure

Note 8b Capital Expenditure - Road Infrastructure Detail

Note 9 Capital Disposals

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

* Indicates Statutory Report

Statement of Financial Activity

Is presented on page 2 and 3 and shows a surplus as at 30 June 2019 of \$6,321,624.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary with the completion of Year end processes.

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 June 2019

Note	Original Annual Budget	Amended Annual Budget	Am ended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
Operating Revenues						
	\$		\$	\$	\$	%
Rates	4,132,142	4,261,749	4,261,749	4,196,811	(64,938)	(1.52%)
Operating Grants, Subsidies and Contributions	3,702,907	2,205,123	2,205,123	4,063,381	1,858,258	84.27%
Fees and Charges	1,326,680	1,469,180	1,469,180	1,323,616	(145,564)	(9.91%)
Service Charges	0	0	0	0	0	
Interest Earnings	636,887	611,887	611,887	651,797	39,911	6.52%
Other Revenue	294,066	324,066	324,066	327,296	3,230	1.00%
Profit on Disposal of Assets	0	4,365	4,365	0	(4,365)	(100.00%)
Total Operating Revenue	10,092,681	8,876,369	8,876,369	10,562,901	1,686,532	
Operating Expense						
Employee Costs	(1,738,460)	(1,707,434)	(1,707,434)	(1,321,213)	(386,221)	(22.62%)
Materials and Contracts	(2,279,463)	(2,399,544)	(2,399,544)	(1,891,225)	(508,319)	(21.18%)
Utility Charges	(300,174)	(300,174)	(300,174)	(308,464)	(8,290)	2.76%
Depreciation on Non-Current Assets	(6,314,247)	(6,434,652)	(6,434,652)	(6,245,697)	(188,955)	(2.94%)
Interest Expenses	0	0	0	0	0	
Insurance Expenses	(213,754)	(213,754)	(213,754)	(214,005)	251	0.12%
Other Expenditure	(269,187)	(269,187)	(269,187)	(213,687)	(55,500)	(20.62%)
Loss on Disposal of Assets	(9,190)	(58,449)	(58,449)	(62,554)	4,105	(7.02%)
Total Operating Expenditure	(11,124,474)	(11,383,193)	(11,383,193)	(10,256,844)	(1,126,349)	
Funding Balance Adjustments						
Add back Depreciation	6,314,247	6,434,652	6,434,652	6,245,697	(188,955)	(2.94%)
Adjust (Profit)/Loss on Asset Disposal	9,190	54,084	54,084	62,554	8,470	15.66%
Adjust Accruals/Rounding	0	0	0	(46,446)	(46,446)	
Net Cash from Operations	5,291,643	3,981,912	3,981,912	6,567,861	2,585,949	
Capital Revenues						
Non-Operating Grants & Contributions	5,239,148	5,184,156	5,184,156	4,014,171	(1,169,985)	(22.57%)
Proceeds from Disposal of Assets	46,000	107,500	107,500	90,614	(16,886)	(15.71%)
Total Capital Revenues	5,285,148	5,291,656	5,291,656	4,104,785	(1,186,871)	
Capital Expenses						
Land Held for Resale	0	0	0	0	0	
Land and Buildings	(1,525,108)	(1,531,858)	(1,531,858)	(245,825)	(1,286,033)	(83.95%)
Furniture and Equipment	(16,800)	(19,800)	(19,800)	(5,498)	(14,302)	(72.23%)
Plant and Equipment	(394,000)	(1,180,500)	(1,180,500)	(487,044)	(693,456)	(58.74%)
Infrastructure - Roads	(9,239,598)	(8,420,689)	(8,420,689)	(7,264,632)	(1,156,057)	(13.73%)
Infrastructure - Footpaths	(10,000)	(10,000)	(10,000)	(22,684)	12,684	126.84%
Infrastructure - Airports	(26,000)	(26,000)	(26,000)	0	(26,000)	(100.00%)
Infrastructure - Other	(1,617,743)	(1,624,711)	(1,624,711)	(488,872)	(1,135,839)	(69.91%)
Total Capital Expenditure	(12,829,249)	(12,813,558)	(12,813,558)	(8,514,555)	(4,299,003)	
Net Cash from Capital Activities	(7,544,101)	(7,521,902)	(7,521,902)	(4,409,770)	3,112,132	
Financing						
Transfer to Reserves	(1,140,280)	(1,140,280)	(1,140,280)	(1,219,690)	(79,410)	6.96%
Transfer from Reserves	0	776,605	776,605	776,975	(371)	(0.05%)
Net Cash from Financing Activities	(1,140,280)	(363,676)	(363,676)	(442,715)	(79,780)	
Net Operations, Capital and Financing	(3,392,738)	(3,903,666)	(3,903,666)	1,715,376	5,618,300	
Opening Funding Surplus(Deficit)	3,392,738	4,606,248	4,606,248	4,606,248	0	0.00%
Closing Funding Surplus(Deficit)	0	702,582	702,582	6,321,624	5,618,300	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 June 2019

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues	\$	\$	\$	\$	%	
* Includes Non- Operating Grants						
Governance	-	0	0	0		
General Purpose Funding - Rates	4,261,749	4,261,749	4,196,811	(64,938)	(1.52%)	
General Purpose Funding - Other	2,382,849	2,382,849	4,317,896	1,935,048	81.21%	▲
Law, Order and Public Safety	14,752	14,752	11,609	(3,143)	(21.30%)	
Health	6,104	6,104	2,904	(3,200)	(52.43%)	
Education and Welfare	134,780	134,780	120,008	(14,772)	(10.96%)	▼
Housing	29,500	29,500	30,678	1,178	3.99%	
Community Amenities	138,745	138,745	129,577	(9,168)	(6.61%)	
Recreation and Culture	357,826	357,826	105,493	(252,333)	(70.52%)	▼
Transport	6,397,034	6,397,034	5,330,806	(1,066,228)	(16.67%)	▼
Economic Services	187,494	187,494	176,724	(10,770)	(5.74%)	
Other Property and Services	149,693	149,693	154,565	4,872	3.25%	
Total Operating Revenue	14,060,525	14,060,525	14,577,072	516,547		
Operating Expense						
Governance	(649,787)	(649,787)	(561,194)	(88,593)	(13.63%)	▼
General Purpose Funding	(213,450)	(213,450)	(178,076)	(35,374)	(16.57%)	▼
Law, Order and Public Safety	(195,141)	(195,141)	(189,058)	(6,083)	(3.12%)	
Health	(89,741)	(89,741)	(92,312)	(2,570)	2.86%	
Education and Welfare	(675,780)	(675,780)	(548,917)	(126,863)	(18.77%)	▼
Housing	(47,580)	(47,580)	(42,509)	(5,071)	(10.66%)	
Community Amenities	(683,657)	(683,657)	(491,993)	(191,664)	(28.04%)	▼
Recreation and Culture	(1,601,452)	(1,601,452)	(1,330,539)	(270,913)	(16.92%)	▼
Transport	(6,395,593)	(6,395,593)	(6,196,312)	(199,281)	(3.12%)	
Economic Services	(564,081)	(564,081)	(421,184)	(142,897)	(25.33%)	▼
Other Property and Services	(266,931)	(266,931)	(204,751)	(62,180)	(23.29%)	▼
Total Operating Expenditure	(11,383,193)	(11,383,193)	(10,256,844)	(1,126,349)		
Funding Balance Adjustments						
Add back Depreciation	6,434,652	6,434,652	6,245,697	(188,955)	(2.94%)	
Adjust (Profit)/Loss on Asset Disposal	54,085	54,084	62,554	8,470	15.66%	
Adjust Accruals/Rounding	-	0	(46,446)	(46,446)		▼
Net Cash from Operations	9,166,069	9,166,068	10,582,032	1,415,964		
Capital Revenues						
Proceeds from Disposal of Assets	107,500	107,500	90,614	(16,886)	(15.71%)	▼
Total Capital Revenues	107,500	107,500	90,614	(16,886)		
Capital Expenses						
Land and Buildings	(1,531,858)	(1,531,858)	(245,825)	(1,286,033)	(83.95%)	▼
Furniture and Equipment	(19,800)	(19,800)	(5,498)	(14,302)	(72.23%)	▼
Plant and Equipment	(1,180,500)	(1,180,500)	(487,044)	(693,456)	(58.74%)	▼
Infrastructure - Roads	(8,420,689)	(8,420,689)	(7,264,632)	(1,156,057)	(13.73%)	▼
Infrastructure - Footpaths	(10,000)	(10,000)	(22,684)	(12,684)	126.84%	▲
Infrastructure - Airports	(26,000)	(26,000)	0	(26,000)	(100.00%)	▼
Infrastructure - Other	(1,624,711)	(1,624,711)	(488,872)	(1,135,839)	(69.91%)	▼
Total Capital Expenditure	(12,813,558)	(12,813,558)	(8,514,555)	(4,299,003)		
Net Cash from Capital Activities	(12,706,058)	(12,706,058)	(8,423,942)	(4,282,117)		
Transfer to Reserves	(1,140,280)	(1,140,280)	(1,219,690)	(79,410)	6.96%	
Transfer from Reserves	776,605	776,605	776,975	(371)	(0.05%)	
Net Cash from Financing Activities	(363,676)	(363,676)	(442,715)	(79,039)		
Net Operations, Capital and Financing	(3,903,665)	(3,903,666)	1,715,376	5,618,301		
Opening Funding Surplus(Deficit)	4,606,248	4,606,248	4,606,248	0	0.00%	
Closing Funding Surplus(Deficit)	702,582	702,582	6,321,624	5,618,300		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 1 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF BUDGET AMENDMENTS
(Statutory Reporting Program)
For the Period Ended 30 June 2019

	Adopted Budget	Adopted Budget Amendments (Note 4)	Amended Annual Budget	Amended YTD Budget (a)
	\$	\$	\$	\$
Operating Revenues				
Governance	0	0	0	0
General Purpose Funding - Rates	4,132,142	129,607	4,261,749	4,261,749
General Purpose Funding - Other	4,033,488	(1,650,639)	2,382,849	2,382,849
Law, Order and Public Safety	14,752	0	14,752	14,752
Health	6,104	0	6,104	6,104
Education and Welfare	122,780	12,000	134,780	134,780
Housing	29,500	0	29,500	29,500
Community Amenities	138,745	0	138,745	138,745
Recreation and Culture	357,826	0	357,826	357,826
Transport	6,204,306	192,728	6,397,034	6,397,034
Economic Services	187,494	0	187,494	187,494
Other Property and Services	104,693	45,000	149,693	149,693
Total Operating Revenue	15,331,830	(1,271,304)	14,060,525	14,060,525
Operating Expense				
Governance	(649,787)	0	(649,787)	(649,787)
General Purpose Funding	(213,450)	0	(213,450)	(213,450)
Law, Order and Public Safety	(192,641)	(2,500)	(195,141)	(195,141)
Health	(89,741)	0	(89,741)	(89,741)
Education and Welfare	(738,280)	62,500	(675,780)	(675,780)
Housing	(29,500)	(18,080)	(47,580)	(47,580)
Community Amenities	(683,657)	0	(683,657)	(683,657)
Recreation and Culture	(1,574,126)	(27,326)	(1,601,452)	(1,601,452)
Transport	(6,146,194)	(249,399)	(6,395,593)	(6,395,593)
Economic Services	(608,973)	44,892	(564,081)	(564,081)
Other Property and Services	(198,126)	(68,805)	(266,931)	(266,931)
Total Operating Expenditure	(11,124,475)	(258,718)	(11,383,193)	(11,383,193)
Funding Balance Adjustments				
Add back Depreciation	6,314,247	120,405	6,434,652	6,434,652
Adjust (Profit)/Loss on Asset Disposal	9,190	44,895	54,085	54,084
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	10,530,792	(1,364,723)	9,166,069	9,166,068
Capital Revenues				
Proceeds from Disposal of Assets	46,000	61,500	107,500	107,500
Total Capital Revenues	46,000	61,500	107,500	107,500
Capital Expenses				
Land and Buildings	(1,525,108)	(6,750)	(1,531,858)	(1,531,858)
Furniture and Equipment	(16,800)	(3,000)	(19,800)	(19,800)
Plant and Equipment	(394,000)	(786,500)	(1,180,500)	(1,180,500)
Infrastructure - Roads	(9,239,598)	818,909	(8,420,689)	(8,420,689)
Infrastructure - Footpaths	(10,000)	0	(10,000)	(10,000)
Infrastructure - Airports	(26,000)	0	(26,000)	(26,000)
Infrastructure - Other	(1,617,743)	(6,968)	(1,624,711)	(1,624,711)
Total Capital Expenditure	(12,829,249)	15,691	(12,813,558)	(12,813,558)
Net Cash from Capital Activities	(12,783,249)	77,191	(12,706,058)	(12,706,058)
Financing				
Transfer to Reserves	(1,140,280)	0	(1,140,280)	(1,140,280)
Transfer from Reserves	0	776,605	776,605	776,605
Net Cash from Financing Activities	(1,140,280)	776,605	(363,676)	(363,676)
Net Operations, Capital and Financing	(3,392,738)	(510,928)	(3,903,665)	(3,903,666)
Opening Funding Surplus(Deficit)	3,392,738	1,213,510	4,606,248	4,606,248
Closing Funding Surplus(Deficit)	0	702,582	702,582	702,582

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Program)
For the Period Ended 30 June 2019

Note 1: EXPLANATION OF MATERIAL VARIANCES

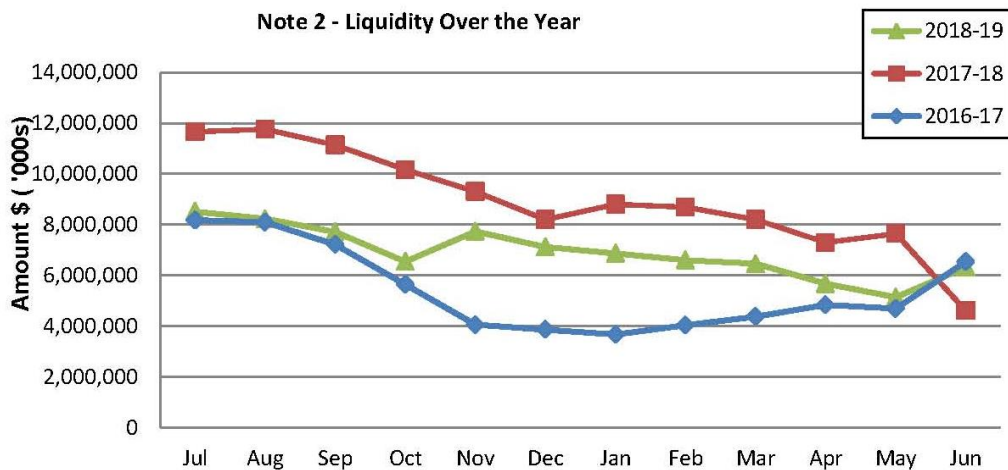
BY Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	0				Under variance reporting threshold
General Purpose Funding - Rates	(64,938)	(1.52%)			Under variance reporting threshold
General Purpose Funding - Other	1,935,048	81.21%	▲	Timing	\$1.9M of the 19/20 Financial Assistance Grants was received in June.
Law, Order and Public Safety	(3,143)	(21.30%)			Under variance reporting threshold
Health	(3,200)	(52.43%)			Under variance reporting threshold
Education and Welfare	(14,772)	(10.96%)	▼	Permanent	Youth & CDO revenue, incl grants received are lower than budget. This will be offset by less expenditure.
Housing	1,178	3.99%			Under variance reporting threshold
Community Amenities	(9,168)	(6.61%)			Under variance reporting threshold
Recreation and Culture	(252,333)	(70.52%)	▼	Timing	Revenue, including \$223K grant funding budgeted has not yet been received.
Transport	(1,066,228)	(16.67%)	▼	Timing	Wandrra revenue is \$967k lower than budget, and airport revenue is \$89k lower than budget.
Economic Services	(10,770)	(5.74%)			Under variance reporting threshold
Other Property and Services	4,872	3.25%			Under variance reporting threshold
Operating Expense					
Governance	(88,593)	(13.63%)	▼	Permanent	Members expenses are lower than budget, due to lower conference expenses, fees and audit costs paid to date. This may change with the finalisation of year end transactions.
General Purpose Funding	(35,374)	(16.57%)	▼	Timing	Doubtful debts and rate expense are lower than YTD budget. This may change with the finalisation of year end transactions.
Law, Order and Public Safety	(6,083)	(3.12%)			Under variance reporting threshold
Health	2,570	2.86%			Under variance reporting threshold
Education and Welfare	(126,863)	(18.77%)	▼	Permanent	Youth Centre expenses are \$93k lower than YTD budget due to lack of Casual staff and activity. Other education costs are \$46k lower. There have been savings in this area this financial year.
Housing	(5,071)	(10.66%)			Under variance reporting threshold
Community Amenities	(191,664)	(28.04%)	▼	Timing	Sanitation Services are \$57k under YTD budget, and Town Planning cost \$91K lower due to no expense incurred for Industrial area planning.
Recreation and Culture	(270,913)	(16.92%)	▼	Permanent	Revenue, including \$223K grant funding budgeted has not yet been received.
Transport	(199,281)	(3.12%)			Under variance reporting threshold
Economic Services	(142,897)	(25.33%)	▼	Timing	Tourism and area promotion expenses are \$115k lower than budget. Building Control is 29k lower than budget. This may change with the finalisation of year end transactions.
Other Property and Services	(62,180)	(23.29%)	▼	Timing	Plant Operation costs are under recovered. Staff will correct these recoveries as part of year end processes.
Funding Balance Adjustments					
Add back Depreciation	(188,955)	(2.94%)			Under variance reporting threshold
Adjust (Profit)/Loss on Asset Disposal	8,470	15.66%			Under variance reporting threshold
Capital Revenues					
* Refer Statement by Nature or Type - Non-Operating Grants and Contributions	(1,169,985)	(22.57%)	▼	Timing	This variance related to Wandrra funds and Lottery West grants not received at year end. This will partly be offset by less expenditure.
Proceeds from Disposal of Assets	(16,886)	(15.71%)	▼	Permanent	Proceeds on Sale of Assets is lower than budget. Refer to Note 9 for details by Asset.
Capital Expenses					
Land and Buildings	(1,286,033)	(83.95%)	▼		Refer to Note 8A for project details
Furniture and Equipment	(14,302)	(72.23%)	▼		Refer to Note 8A for project details
Plant and Equipment	(693,456)	(58.74%)	▼		Refer to Note 8A for project details
Infrastructure - Roads	(1,156,057)	(13.73%)	▼		Refer to Note 8A for project details
Infrastructure - Footpaths	12,684	126.84%	▲		Refer to Note 8A for project details
Infrastructure - Airports	(26,000)	(100.00%)	▼		Refer to Note 8A for project details
Infrastructure - Other	(1,135,839)	(69.91%)	▼		Refer to Note 8A for project details
Opening Funding Surplus(Deficit)	0	0.00%			Under variance reporting threshold

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

Note 2: NET CURRENT FUNDING POSITION

				Positive=Surplus (Negative=Deficit)		
	Note	YTD 30 Jun 2019	Previous Month	YTD 30 Jun 2018		
		\$	\$	\$		
Current Assets						
Cash Unrestricted	3	4,238,064	3,548,278	3,627,876		
Cash Restricted	3	20,074,315	19,663,653	19,631,600		
Receivables - Rates and Rubbish	5	790,994	803,299	1,023,143		
Receivables -Other	5	1,234,165	965,078	1,001,539		
Interest / ATO Receivable/Trust		91,325	84,146	233,656		
Inventories		74,178	58,314	96,870		
		26,503,041	25,122,767	25,614,684		
Less: Current Liabilities						
Payables		(107,102)	(321,656)	(1,376,835)		
Provisions		(350,694)	(385,960)	(385,960)		
		(457,796)	(707,616)	(1,762,795)		
Less: Cash Reserves	6	(20,074,315)	(19,663,653)	(19,631,600)		
Plus Provisions		350,694	385,960	385,960		
Net Current Funding Position		6,321,624	5,137,458	4,606,249		

Comments - Net Current Funding Position



SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	39,057			39,057	Westpac	At Call
Trust Bank Account	Variable			92,749	92,749	Westpac	At Call
Air BP	Variable	62,542			62,542	Westpac	At Call
Maxi Account	Variable	4,154,855			4,154,855	Westpac	At Call
(b) Term Deposits							
* 74-758-0859	2.35%		20,074,315		20,074,315	NAB	26-Jun-20
Total		4,256,454	20,074,315	92,749	24,423,518		

Comments/Notes - Investments

This note reflects the Actual Bank Balances as per the Shire Bank Statements

Any difference between the amounts shown at this note compared to Note 2 will be due to undeposited funds and unrepresented payments.

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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SHIRE OF MEEKATHARRA
March 2019 Budget Review
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

GL Account Code	Increase/Decrease to Budget	Description	Council Resolution	Classification	Adopted Budget	Amended Budget	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	↑						\$	\$	\$	\$
			22/09/2018 Item 9.2.4	Unaudited Budget Surplus	3,392,738	5,110,664		1,717,926	0	1,717,926
			19/01/2019 Item 9.2.4	Audited Budget Surplus	5,110,664	4,606,248		0	(504,416)	1,213,510
Revenue										
BR1	3	0031	↑	Increase in Rate Revenue	15/09/2018 Item 9.2.4	Operating Revenue		129,607		1,343,117
BR1	3	0181	↓	Reduced Budget amount for Financial Assistant Grant ~50% of grant received in 2017/18	15/09/2018 Item 9.2.4	Operating Revenue			(1,067,357)	275,760
BR1	3	0211	↓	Reduced Budget amount for Local Road Grant ~50% of grant received in 2017/18	15/09/2018 Item 9.2.4	Operating Revenue			(558,282)	(282,522)
BR1		5131	↑	Profit on Sale of Asset - P505 2017 Isuzu D-Max Leading Hand	27/02/2019 Item 10.4	Non Cash Item	4,365	0		(282,522)
	8	2419	↑	Increased Youth Grant OSHC Program Grant	16/03/2019 Item 9.2.4	Operating Revenue		12,000		(270,522)
	12	4591	↑	Main Roads Direct Grant	16/03/2019 Item 9.2.4	Operating Revenue		115,855		(154,667)
	3	0151	↓	Interest on Overdue Rates	16/03/2019 Item 9.2.4	Operating Revenue			(25,000)	(179,667)
	12	5203	↑	Landing Fees	16/03/2019 Item 9.2.4	Operating Revenue		127,500		(52,167)
	14	1153	↑	(Insurance) Refunds/Claims	16/03/2019 Item 9.2.4	Operating Revenue		30,000		(22,167)
	14	8783	↑	Standpipe Fees	16/03/2019 Item 9.2.4	Operating Revenue		15,000		(7,167)
Operating Expenditure										
BR1	8	YC22	↓	Reduce Youth Centre camps allocation	15/09/2018 Item 9.2.4	Operating Expenses		5,000		(2,167)
BR1	11	RO5	↑	Increase budget for Camps & Clinics run by Rec Youth & Sport	15/09/2018 Item 9.2.4	Operating Expenses			(5,000)	(7,167)
BR1	11	4193	↑	Increase budget for Lloyd's Building Assessment & Planning	15/09/2018 Item 9.2.4	Operating Expenses			(41,000)	(48,167)
BR1	12	4872	↑	Increase budget for updating Romans Data (carried over from previous year)	15/09/2018 Item 9.2.4	Operating Expenses			(15,000)	(63,167)
BR1	11	4103	↑	Town Siren	15/09/2018 Item 9.2.4	Operating Expenses		2,000		(65,167)
BR1		1902	↑	Animal Control Expenses - Murdoch Vet Program	27/02/2019 Item 9.4.4	Operating Expenses			(2,500)	(67,667)
BR1		5132	↑	Loss on Sale of Asset - P434 2012 Multi Tyre Roller	27/02/2019 Item 10.3	Non Cash Item	47,574			(67,667)
BR1		5132	↑	Loss on Sale of Asset - P438 2005 Toyota Landcruiser	27/02/2019 Item 10.4	Non Cash Item	1,685			(67,667)
	11	4102	↑	Masonic Lodge Maintenance - Restumping Floor	16/03/2019 Item 9.2.4	Operating Expenses			(10,500)	(78,167)
	12	4820	↑	Street Maintenance - Kerb Numbering	16/03/2019 Item 9.2.4	Operating Expenses		6,000		(84,167)
	12	4900	↑	Traffic Signs & Control	16/03/2019 Item 9.2.4	Operating Expenses			(30,000)	(114,167)
	9	0960	↑	Lot 927 McCleary St - Tree removal	16/03/2019 Item 9.2.4	Operating Expenses		3,850		(118,017)
	8	2422	↓	Youth Coordinator Salaries	16/03/2019 Item 9.2.4	Operating Expenses		57,500		(60,517)
	9	0942	↑	Lot 220 Darlot St Maintenance	16/03/2019 Item 9.2.4	Operating Expenses			(2,800)	(63,317)
	9	0946	↓	Lot 304 Darlot St Maintenance	16/03/2019 Item 9.2.4	Operating Expenses			(11,430)	(74,747)
	11	3617	↓	Recreation Officer Salaries	16/03/2019 Item 9.2.4	Operating Expenses		47,331		(27,416)
	14	0352	↑	Administration Salaries	16/03/2019 Item 9.2.4	Operating Expenses			(68,805)	(96,221)
	12	5072	↓	Depreciation - Airport	16/03/2019 Item 9.2.4	Non Cash Item	149,140			(96,221)
	13	5922	↓	Depreciation - Trails	16/03/2019 Item 9.2.4	Non Cash Item	23,250	(44,892)	0	(96,221)
	11	3662	↑	Depreciation - Pool	16/03/2019 Item 9.2.4	Non Cash Item	16,157		0	(96,221)
Capital Expenditure										
BR1	11	3637	↓	Reduce budget as most costs for the Viewing Platform for Headframe and Solar Lighting was incurred in 2017/18	15/09/2018 Item 9.2.4	Capital Expenses		30,782		(65,439)
BR1	12	Z00	↓	Reduce Flood Damage carryover figure as more work was undertaken in 2017/18 than expected and some road works came in under budget	15/09/2018 Item 9.2.4	Capital Expenses		748,604		683,165
BR1	12	FDA66	↓	Flood Damage works on Landor Road budget to be reduced as some works were completed in 2017/18	15/09/2018 Item 9.2.4	Capital Expenses		207,315		890,480
BR1	12	FDA1	↓	Flood Damage works on Mt. Clere Road budget to be reduced as some works were completed in 2017/18	15/09/2018 Item 9.2.4	Capital Expenses		7,585		898,065

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 June 2019

Note 5: RECEIVABLES

Receivables - Rates and Rubbish Receivable

Opening Arrears Previous Years
 Levied this year
 Less Collections to date
 Equals Current Outstanding

Net Rates and Rubbish Collectable
 % Collected

	YTD 30 Jun 2019	30 June 2018
	\$	\$
Opening Arrears Previous Years	1,023,143	1,023,143
Levied this year	4,301,598	
Less Collections to date	(4,533,747)	
Equals Current Outstanding	790,994	1,023,143
Net Rates and Rubbish Collectable	790,994	1,023,143
% Collected	85.14%	

Receivables - General

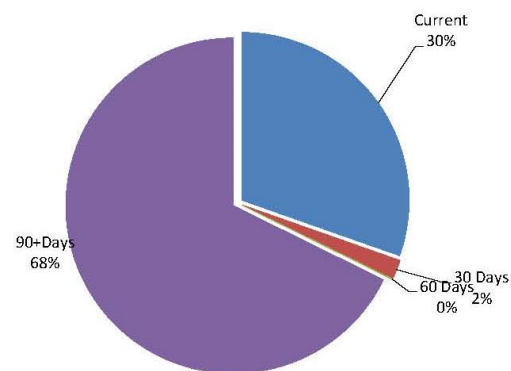
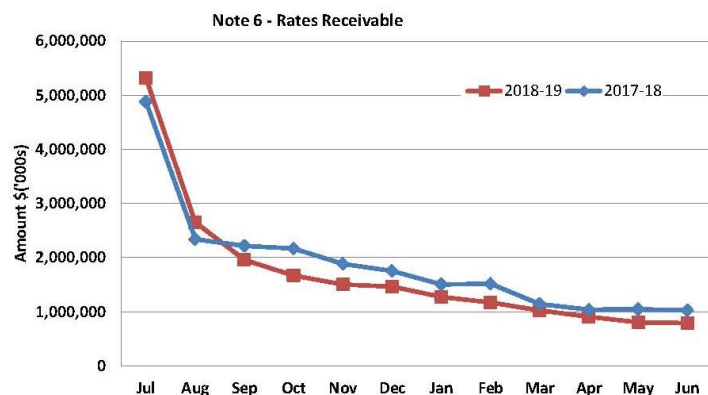
Receivables - Sundry Debtors

Total Sundry Debtors

Amounts shown above include GST (where applicable)

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - Sundry Debtors	407,142	25,100	543	907,547
Total Sundry Debtors				1,340,332

Note 6 - Accounts Receivable (non-rates)



Comments/Notes - Receivables Rates

Rates were levied on 24 July 2018
 Full Payment or Instalment 1 due 30 August 2018
 Instalment 2 due 5 November 2018
 Instalment 3 due 7 January 2019
 Instalment 4 due 13 March 2019

Comments/Notes - Other Receivables

88% of Outstanding debtors relates to Main Roads invoices.

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

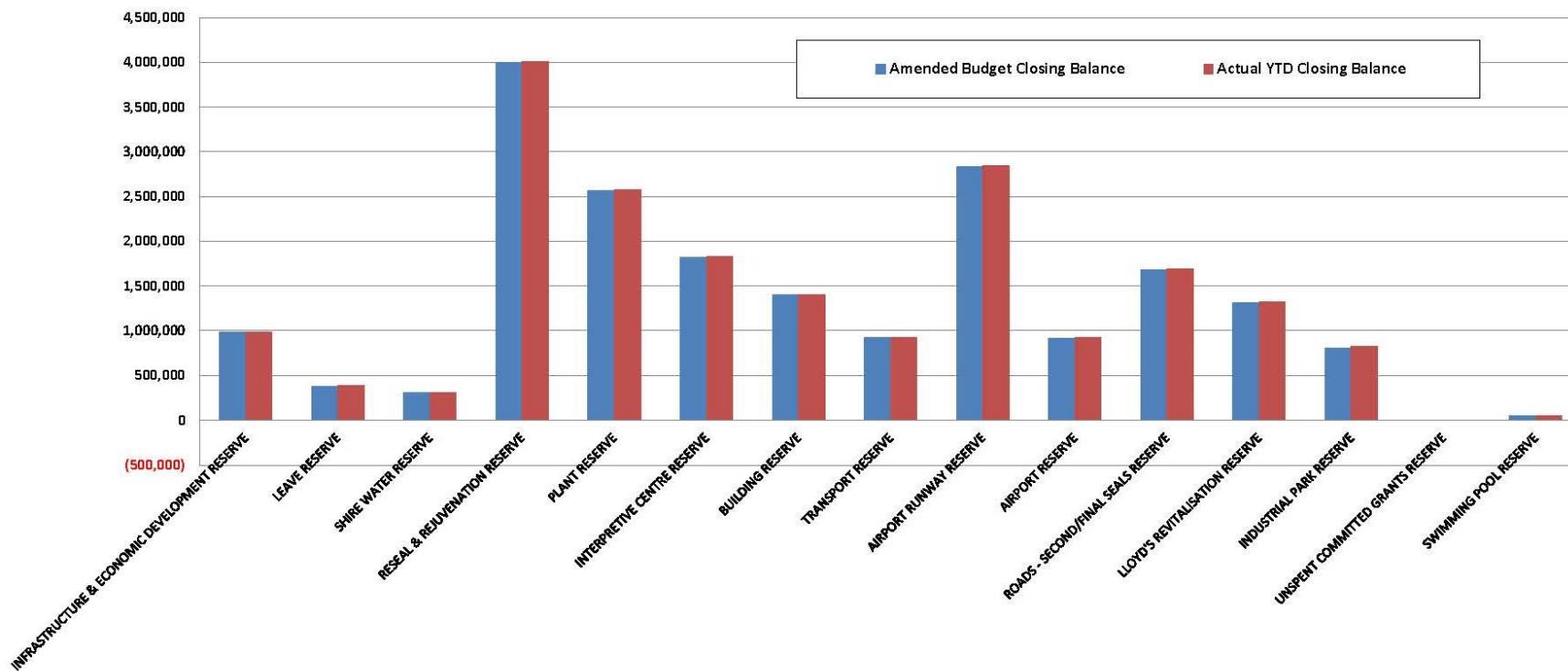
Note 6: Cash Backed Reserves

Name	Actual Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
INFRASTRUCTURE & ECONOMIC DEVELOPMENT RESERVE	957,706	23,464	26,529	0	0	0	0	981,170	984,234
LEAVE RESERVE	374,807	9,183	10,382	0	0	0	0	383,990	385,189
SHIRE WATER RESERVE	303,724	7,441	8,413	0	0	0	0	311,165	312,137
RESEAL & REJUVENATION RESERVE	3,536,578	86,646	97,964	372,000	372,000	0	0	3,995,224	4,006,542
PLANT RESERVE	3,110,553	76,209	86,163	0	0	(623,000)	(623,000)	2,563,762	2,573,716
INTERPRETIVE CENTRE RESERVE	1,780,308	43,618	49,315	0	0	0	0	1,823,926	1,829,622
BUILDING RESERVE	1,366,100	33,469	37,841	0	0	0	0	1,399,569	1,403,941
TRANSPORT RESERVE	904,830	22,168	25,064	0	0	0	0	926,998	929,893
AIRPORT RUNWAY RESERVE	2,770,566	67,879	76,745	0	0	0	0	2,838,445	2,847,311
AIRPORT RESERVE	897,477	21,988	24,860	0	0	0	0	919,465	922,337
ROADS - SECOND/FINAL SEALS RESERVE	1,642,419	40,239	45,495	0	0	0	0	1,682,658	1,687,914
LLOYD'S REVITALISATION RESERVE	1,033,302	25,316	28,623	257,393	257,393	0	0	1,316,011	1,319,317
INDUSTRIAL PARK RESERVE	800,000	3,267	22,160	0	0	0	0	803,267	822,160
UNSPENT COMMITTED GRANTS RESERVE	153,232	0	743	0	0	(153,605)	(153,975)	(373)	0
SWIMMING POOL RESERVE	0	0	0	50,000	50,000	0	0	50,000	50,000
	19,631,600	460,887	540,297	679,393	679,393	(776,605)	(776,975)	19,995,276	20,074,315

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 June 2019

Note 6: Cash Backed Reserves cont'd

Year To Date Reserve Balance to End of Year Estimate



SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

Note7: GRANTS

Program/Details		2018-19 Original Budget	Variations Additions (Deletions)	2018-19 Amended Budget	Operating	Non- Operating	Recoup Status		
GL	TYPE						Received	Balance	
		\$	\$		\$	\$	\$	\$	
General Purpose Funding									
0181	Operating Grant	Financial Assistance Grant	2,251,970	(1,067,357)	1,184,613	1,184,613	0	2,398,660	(1,214,047)
0211	Operating Grant	Local Road Grant	1,126,531	(558,282)	568,249	568,249	0	1,253,881	(685,632)
Law, Order, Public Safety									
1563	Operating Grant	D.F.E.S. Operating Grant	7,560	0	7,560	7,560	0	5,670	1,890
2003	Operating Grant	S.E.S. Operating Grant	3,192	0	3,192	3,192	0	4,170	(978)
Education & Welfare									
2417	Operating Grant	Misc Youth - Grants Other	10,000	0	10,000	10,000	0	0	10,000
2419	Operating Grant	Youth Grant - O.S.H.C. Program	14,167	12,000	26,167	26,167	0	26,167	0
2421	Operating Grant	Youth Services Grant - D.C.P. - W.A.	84,013	0	84,013	84,013	0	84,710	(697)
2460	Operating Grant	C.D.O. - Misc Income	10,000	0	10,000	10,000	0	0	10,000
Recreation And Culture									
3626	Operating Grant	Miscellaneous Grants - Rec Off	10,000	0	10,000	10,000	0	0	10,000
3713	Operating Grant	Recreation Grants	10,000	0	10,000	10,000	0	0	10,000
4163	Non-Operating	Misc Grants	28,750	0	28,750	0	28,750	25,875	2,875
3873	Non-Operating	Lotterywest Grant	200,000	0	200,000	0	200,000	0	200,000
Transport									
4591	Operating Grant	Mrd - Direct Grant	164,450	115,855	280,305	280,305	0	280,305	0
4843	Operating Grant	Street - Lighting - Operating Grant	5,024	0	5,024	5,024	0	5,125	(101)
4601	Non-Operating	Wandrra - Natural Disaster	4,890,398	(54,992)	4,835,406	0	4,835,406	3,868,296	967,110
4691	Non-Operating	Mrd Road Project Grant	120,000	0	120,000	0	120,000	120,000	0
Economic Services									
5391	Operating Grant	Fundraising Misc Income	6,000	0	6,000	6,000		309	5,691
TOTALS			8,942,055	(1,552,776)	7,389,279	2,205,123	5,184,156	8,073,169	(683,890)
Operating Grant			3,702,907		2,205,123			4,058,997	(1,853,875)
Non-Operating			5,239,148		5,184,156			4,014,171	1,169,985
			8,942,055		7,389,279			8,073,169	(683,890)

SHIRE OF MEEKATHARRA								
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY								
For the Period Ended 30 June 2019								
Note 8a: CAPITAL EXPENDITURE								
Assets	GL Account	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Buildings								
ADMIN BUILDING IMPROVEMENTS	1328	67,000	7,000	74,000	74,000	5,695	(68,305)	c/fwd
YOUTH CENTRE BUILDING - UPGRADE	2437	28,000	0	28,000	28,000	17,946	(10,054)	came in cheaper
LOT 852 KIDS ZONE BUILDING - RENEWAL & NEW	2439	10,216	0	10,216	10,216	0	(10,216)	\$5k c/fwd, rest awaiting inv
HOUSING - CAPITAL IMPROVEMENTS	2704	211,155	-1,850	209,305	209,305	28,962	(180,343)	\$127k c/fwd
TOWN HALL - BUILDING	3544	43,770	0	43,770	43,770	3,200	(40,570)	\$39k c/fwd
POOL - BUILDINGS	3666	25,117	0	25,117	25,117	8,150	(16,967)	\$16k c/fwd
SPORTS COMPLEX BUILDINGS	3680	26,000	0	26,000	26,000	0	(26,000)	\$26k c/fwd
GOLF CLUB HOUSE	3962	27,500	(15,000)	12,500	12,500	0	(12,500)	awaiting invoice
INDOOR CRICKET CENTRE	4036	8,000	0	8,000	8,000	0	(8,000)	in OpEx due to capitalisation threshold
MT GOULD POLICE STATION - CAPITAL	4181	61,500	12,000	73,500	73,500	82,310	8,810	
STAGE 1 - LLOYD'S RENOVATIONS	4191	800,000	0	800,000	800,000	70,277	(729,723)	Awaiting invoices
DEPOT CAPITAL IMPROVEMENTS - LAND & BUILDINGS	5044	200,000	4,600	204,600	204,600	24,286	(180,314)	shed not going ahead
AIRPORT - TERMINAL	5219	10,500	0	10,500	10,500	4,998	(5,502)	c/fwd
RED SAND BOX - BUILDING	9651	6,350	0	6,350	6,350	0	(6,350)	c/fwd
Buildings Total		1,525,108	6,750	1,531,858	1,531,858	245,825	(1,286,033)	
Furniture & Office Equip.								
LOT 852 KIDS ZONE FURNITURE & EQUIPMENT - NEW & UPGRADE	2438	6,100	0	6,100	6,100	0	(6,100)	in OpEx due to capitalisation threshold. Stove not going ahead.
TOWN HALL - EQUIPMENT	3534	3,500	3,000	6,500	6,500	5,498	(1,002)	
POOL - FURNITURE & EQUIPMENT	3714	5,700	0	5,700	5,700	0	(5,700)	in OpEx due to capitalisation threshold
MUSEUM FIXTURES	4164	1,500	0	1,500	1,500	0	(1,500)	in OpEx due to capitalisation threshold
Furniture & Office Equip. Total		16,800	3,000	19,800	19,800	5,498	(14,302)	
Plant, Equip. & Vehicles								
MISC PLANT (SMALL EQUIPMENT > \$5000 EX GST)	5014	40,000	0	40,000	40,000	0	(40,000)	\$2k in OpEx due to capitalisation threshold
DOWN HOLE BORE PUMPS AND TRAILERS	5064	100,000	0	100,000	100,000	0	(100,000)	c/fwd
VARIOUS UTILITIES	5084	65,000	61,000	126,000	126,000	118,254	(7,746)	
TRUCK	5124	0	473,000	473,000	473,000	0	(473,000)	Awaiting invoice for Trucks
WORKS MANAGER VEHICLE	5144	62,000	0	62,000	62,000	59,404	(2,596)	
ENGINES & PUMPS (> \$5,000 OTHERWISE USE GL4810)	5154	20,000	0	20,000	20,000	0	(20,000)	in OpEx due to capitalisation threshold
PEDESTRIAN ROLLER	5208	7,000	0	7,000	7,000	6,270	(730)	
MULTITYRE RUBBER WHEEL ROLLER	5294	0	180,000	180,000	180,000	169,000	(11,000)	
MOTORISED BITUMEN SPRAYER	5464	0	22,500	22,500	22,500	22,810	310	
WATER TANKER	5474	100,000	50,000	150,000	150,000	111,305	(38,695)	
Plant, Equip. & Vehicles Total		394,000	786,500	1,180,500	1,180,500	487,044	(693,456)	

SHIRE OF MEEKATHARRA NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30 June 2019								
Note 8a: CAPITAL EXPENDITURE								
Assets	GL Account	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Roads Infrastructure								
ROAD CONSTRUCTION VARIOUS	4200	9,239,598	(818,909)	8,420,689	8,420,689	7,264,632	(1,156,057)	See Note 8b for detail
Roads Infrastructure Total		9,239,598	(818,909)	8,420,689	8,420,689	7,264,632	(1,156,057)	
Footpath Infrastructure								
FOOTPATHS - NEW AND RENEWAL	5046	10,000	0	10,000	10,000	22,684	12,684	
Footpath Infrastructure Total		10,000	0	10,000	10,000	22,684	12,684	
Airport Infrastructure								
AIRPORT CONSTRUCTION - RUNWAYS, APRON, LIGHTING AND SERVICES	5104	26,000	0	26,000	26,000	0	(26,000)	\$8.6k c/fwd
Airport Infrastructure Total		26,000	0	26,000	26,000	0	(26,000)	
YOUTH CENTRE - OTHER INFRASTRUCTURE - NEW	2436	7,000	0	7,000	7,000	1,056	(5,944)	
SEWERAGE LAGOONS AND TRANSFER LINES	2984	17,000	0	17,000	17,000	0	(17,000)	ponds not going ahead
INDUSTRIAL PARK - CAPITAL WORKS - OTHER INFRASTRUCTURE	3154	500,000	0	500,000	500,000	0	(500,000)	c/fwd
CEMETERY - OTHER INFRASTRUCTURE	3274	30,000	0	30,000	30,000	0	(30,000)	c/fwd
NANNINE CEMETERY	3285	28,000	0	28,000	28,000	0	(28,000)	c/fwd
CORNISH LIFT	3624	35,000	0	35,000	35,000	0	(35,000)	c/fwd
VIEWING PLATFORM FOR HEADFRAME	3637	36,000	(30,782)	5,218	5,218	6,597	1,379	
POOL - MAIN POOL, WADING POOL & OTHER INFRASTRUCTURE	3694	112,040	(32,250)	79,790	79,790	59,554	(20,236)	
LUKES PIT WATER SCHEME	3944	50,000	0	50,000	50,000	9,827	(40,173)	\$30k c/fwd
LIONS PARK	4015	400,000	65,000	465,000	465,000	384,418	(80,582)	awaiting invoices, partly c/fwd
MAINSTREET SCAPING	4984	70,000	(25,000)	45,000	45,000	11,581	(33,419)	\$20k c/fwd
DEPOT CAPITAL IMPROVEMENTS - OTHER INFRASTRUCTURE	5045	0	30,000	30,000	30,000	15,017	(14,983)	underspent
MEEKA NORTH DRIVE - HERITAGE	5387	90,302	0	90,302	90,302	0	(90,302)	c/fwd
MEEKA SOUTH DRIVE - HERITAGE	5388	120,016	0	120,016	120,016	0	(120,016)	c/fwd
MEEKA TOWN WALK - HERITAGE	5389	26,500	0	26,500	26,500	0	(26,500)	c/fwd
CANYON TRAIL & BRIDGE - INC. RESEARCH & PLANNING	5390	10,000	0	10,000	10,000	0	(10,000)	c/fwd
MEEKA TOWN DRIVE - HERITAGE	5394	70,885	0	70,885	70,885	0	(70,885)	c/fwd
WELCOME PARK & INFORMATION BAY CAPITAL EXPENDITURE	5399	15,000	0	15,000	15,000	822	(14,178)	In OpEx due to capitalisation threshold
Other Infrastructure Total		1,617,743	6,968	1,624,711	1,624,711	488,872	(1,135,839)	
Capital Expenditure Total		12,829,249	(15,691)	12,813,558	12,813,558	8,514,555	(4,299,003)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

Note 8b: CAPITAL EXPENDITURE - Roads Infrastructure Detail

Assets	Job	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over
Town Streets Construction	1261	142,000	142,000	142,000	0	(142,000)
Grids Construction	1266	150,000	200,000	200,000	109,839	(90,161)
Road Construction Misc	1267	600,000	495,500	495,500	0	(495,500)
Water Bores	1268	150,000	150,000	150,000	6,439	(143,561)
Cut Off Walls And Drainage General	1269	350,000	314,500	314,500	103,085	(211,415)
Main St Parking	1284	0	0	0	2,406	2,406
Mt Clere Rd - Construction	C1	250,000	250,000	250,000	313,459	63,459
Peace Gorge Road - Council Funded	C131	55,000	43,439	43,439	51,607	8,168
Judal Road - Council Funding	C150	0	0	0	103,204	103,204
Weelarrana West Rd - Construction	C18	0	0	0	21,398	21,398
Sylvania Rd - Construction	C19	0	0	0	5,964	5,964
Peak Hill - Three Rivers Road - Construction	C2	0	0	0	99,848	99,848
Turee Creek Rd - Construction	C20	0	0	0	136,201	136,201
Donovan Street - Construction	C60	0	0	0	909	909
Landor Rd - Council Funding	C66	700,000	625,000	625,000	629,602	4,602
Ashburton Downs-Meekatharra Rd - Construction	C67	700,000	840,000	840,000	956,026	116,026
Sandstone Rd - Construction	C68	300,000	420,000	420,000	401,179	(18,821)
Killara Rd - Construction	C8	0	0	0	47,176	47,176
Stoddart Street - Construction	C87	0	0	0	414	414
Landor Road - Inst all 10 Culverts To Various Sections	CA66	150,000	150,000	150,000	134,555	(15,445)
Ashburton Downs Road - Council Funded - Reconstruct Flood Section	CA67	184,000	184,000	184,000	198,143	14,143
Landor Road - Council Funded - Second Coat Seal	CB66	295,000	445,000	445,000	380,205	(64,795)
Agmn: 781 (Jan 2018) Mt Clere Road	FDA1	626,389	616,804	616,804	436,673	(182,132)
Agmn: 781 (Jan 2018)Koonmarr Road	FDA106	76,439	76,439	76,439	65,056	(11,384)
Agmn: 781 (Jan 2018) Turee Creek Road	FDA20	93,444	93,444	93,444	83,929	(9,515)
Agmn: 781 (Jan 2018) Trillbar Road	FDA24	123,832	123,832	123,832	97,083	(26,750)
Agmn: 781 (Jan 2018) Woodlands Road	FDA28	150,313	150,313	150,313	145,645	(4,668)
Agmn: 781 (Jan 2018) Wiluna North Road	FDA5	90,297	1,454	1,454	0	(1,454)
Agmn: 781 (Jan 2018) Judal Road	FDA61	65,261	65,261	65,261	61,527	(3,734)
Agmn: 781 (Jan 2018) Landor Road	FDA66	708,167	500,852	500,852	303,924	(196,928)
Agmn: 781 (Jan 2018) Sandstone Road	FDA68	152,312	152,312	152,312	144,073	(8,239)
Ashburton Rd - Regional Road Group Funding	RR67	180,000	180,000	180,000	219,995	39,995
Agmn: 743 (Jan/Feb 2017) General Expense	Z00	2,947,142	2,198,538	2,198,538	0	(2,198,538)
Agmn: 743 (Jan/Feb 2017) Peak Hill - Horseshoe Lights Road	Z114	0	0	0	157,620	157,620
Agmn: 743 (Jan/Feb 2017) Fortnum Gold Access Road	Z120	0	0	0	61,110	61,110
Agmn: 743 (Jan/Feb 2017) Weelarrana Road	Z18	0	0	0	67,077	67,077
Agmn: 743 (Jan/Feb 2017) Peak Hill - Three Rivers Road	Z2	0	0	0	222,673	222,673
Agmn: 743 (Jan/Feb 2017) Millgun - Yarlarweelor Road	Z26	0	0	0	7,938	7,938
Agmn: 743 (Jan/Feb 2017) Woodlands - Mount Augustus Road	Z28	0	0	0	7,394	7,394
Agmn: 743 (Jan/Feb 2017) Marymia Road	Z33	0	0	0	19,964	19,964
Agmn: 743 (Jan/Feb 2017) Mingah Springs Road	Z41	0	0	0	288,748	288,748
Agmn: 743 (Jan/Feb 2017) Tangadee Road	Z63	0	0	0	116,733	116,733
Roads Infrastructure Total		9,239,598	8,420,689	8,420,689	7,264,632	(1,156,057)

Comments

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 June 2019

Note 9: CAPITAL DISPOSALS

Original Budget Profit/(Loss) of Asset Disposal			Current Budget Profit/(Loss) of Asset Disposal			Disposals	Actual YTD			Comments
Net Book Value	Proceeds	Profit (Loss)	Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$								
17,741	14,000	(3,741)	17,741	14,000	(3,741)	Transport P445 2012 Toyota Hilux 4X4 3.0L - (1E0U688)	14,531	1,977	(12,554)	
37,449	32,000	(5,449)	37,449	32,000	(5,449)	P506 2017 Holden Colorado Dual Cab - WSM (MK151)	37,449	30,455	(6,994)	
			77,574	30,000	(47,574)	Other Properties and Services P434 2012 Multi Tyre Roller	76,869	40,000	(36,869)	
			3,185	1,500	(1,685)	P438 2005 Toyota Landcruiser				
			25,635	30,000	4,365	P505 2017 Isuzu D-Max	24,318	18,182	(6,136)	
55,190	46,000	(9,190)	161,584	107,500	(54,084)		153,167	90,614	(62,553)	

Comments

ACTIONS TAKEN UNDER DELEGATED POWER REQUIRING NOTIFICATION TO COUNCILWrite Offs



There was one action taken under delegated powers that require reporting to Council in June 2019.

Debtor/Rates	Debtor/Assess	Name	Amount	Invoice/ Property	Charge Type	Reason for Write Off
DEBTOR	C170	CONSTRUCTION TRAINING FUND	\$3.25	24324	HEALTH FEES	RETAINED \$3.25 TOO LITTLE FROM BP19-004 PAYMENT TO CTF. AMOUNT TOO SMALL TO WARRANT FOLLOW UP.

Purchase Orders

There was one purchase order to be presented to Council as per resolution 9.7.1 from the Ordinary Council Meeting held 18 February 2017.

Order Number	Order Date	Order Value	Code	Name	Description	Line Description
67307	05/06/2019	16500.00	T5	TRENFIELD MOTORS	WATER BORES	SUPERVISE BORERS DRILLING BORES ON LANDOR- MEEKATHARRA RD, MEEKATHARRA-MT CLERE RD MURCHISON DOWNS RD, SYLVANIA RD AND JIGALONG COMMUNITY RD RATES AS PER RFT 16/17-4

Title/Subject:	OUTSTANDING DEBTORS
Agenda/Minute Number:	9.2.2
Applicant:	Nil
File Ref:	ADM 171
Disclosure of Interest:	Nil
Date of Report:	16 July 2019
Author:	Svenja Clare Finance Officer
	
	<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	
	<i>Signature Senior Officer</i>

Summary:

Attached is a copy of the detailed outstanding Sundry Debtors.

Background:

At the end of every month an aged detailed trial balance is performed.

The following applies to all outstanding debtors –

- >30 day – Outstanding debtors with an account older than 30 days are sent a statement
- >60 day – Outstanding debtors with an account older than 60 days or more are sent a reminder letter and are followed up with a phone call and/or email if possible
- >90 day – Outstanding debtors with an account older than 90 days will be sent to a debt collection agent.

Comment:

Council policy 4.11 stipulates sundry debt collection. Some matters with particular circumstances may be referred to Council for consideration.

Consultation:

Roy McClymont – Chief Executive Officer
Krys East – Deputy Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

4.11 Sundry Debt Collection

Financial Implications:

Loss of revenue

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr AJ Binsiar
Seconded: Cr DK Hodder

That Council receives the outstanding monthly Debtor Trial Balance for June 2019.

CARRIED 6/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance					Total	Notes for debts >90 days old
		As at 30.06.2019						
Debtor #	Name	Credit Limit	01.04.2019 GT 90 days	Age	01.05.2019 GT 60 days	31.05.2019 GT 30 days	30.06.2019 Current	
			Of Oldest Invoice (90Days)					
A041	AD ASTRAL AVIATION SERVICE		28737.89	1229	0.00	0.00	0.00	28737.89 in liquidation
B043	ADRIAN BAUMGARTEN		0.00	0	0.00	0.00	321.61	321.61
A092	AEROHIRE PTY LTD		0.00	0	0.00	0.00	0.00	-1.00
A137	AEROPOWER HOLDINGS PTY LTD		0.00	0	0.00	0.00	23.20	23.20
A017	AUSTRALIAN TAXATION OFFICE		0.00	0	0.00	0.00	0.00	-7.16
B046	BACK NOMINEES		0.00	0	0.00	0.00	51.27	51.27
B01	BAYSWATER ROAD PTY LTD		0.00	0	0.00	62.87	0.00	62.87
B106	BAZDALE INVESTMENTS P/L		0.00	0	0.00	0.00	22.00	22.00
A11	BILL ATYEO		0.00	0	0.00	0.00	0.00	-5200.00
B134	BINSIAR, ANDREW (JNR)		0.00	0	0.00	0.00	0.00	-220.55
B137	BP AUSTRALIA PTY LTD		0.00	0	0.00	0.00	0.00	-176.00
B2	BP AUSTRALIA PTY LTD		0.00	0	0.00	0.00	120.38	120.38
B035	BRISTOW HELICOPTERS PTY LT		0.00	0	0.00	0.00	140.80	140.80
B064	BROWN, CLINTON		0.00	0	0.00	0.00	22.00	22.00
C167	CENTURION		0.00	0	419.68	0.00	0.00	419.68
F014	CGG AVIATION (AUSTRALIA) P		0.00	0	0.00	0.00	67.82	67.82
C113	COBHAM AVIATION		0.00	0	0.00	0.00	29375.36	29375.36
C098	COCKLES PTY LTD		0.00	0	0.00	0.00	52.39	52.39
C011	COMMERCIAL HOTEL		0.00	0	0.00	0.00	0.00	-176.00
C0222	CORSAIRE PTY LTD		0.00	0	0.00	23.94	0.00	23.94
C033	CURTIN FLYING CLUB INC		0.00	0	0.00	0.00	22.00	22.00
D1	DEPARTMENT OF EDUCATION		0.00	0	0.00	21539.46	0.00	21539.46
H007	DEPARTMENT OF HOUSING		0.00	0	0.00	320.20	0.00	320.20
D054	DORAY MINERALS PTY LTD		8066.74	368	0.00	0.00	0.00	8066.74 paying in instalments
D071	DRILLPOWER		0.00	0	0.00	0.00	3291.29	3291.29
E041	ENERGISE CAFE		0.00	0	0.00	0.00	0.00	-176.00
F033	FARMER JACKS		0.00	0	0.00	9.60	0.00	9.60
F049	FORTESCUE HELICOPTERS PTY		0.00	0	0.00	66.00	0.00	66.00
F046	FRIG TECH SERVICES		0.00	0	0.00	43.10	43.10	86.20
F047	FRONTIER HELICOPTERS PTY L		0.00	0	0.00	0.00	0.00	-25.06
G108	GIULIANO, JOE TREVOR JOHN		0.00	0	0.00	0.00	376.43	376.43
G080	GRBIC, RICKY		0.00	0	0.00	0.00	1139.24	1139.24
G053	GREEN MINING PTY LTD		123.25	991	0.00	0.00	0.00	123.25 promised payment
G077	GREY MARE TRANSPORT		574.22	408	0.00	0.00	0.00	574.22 in liquidation
H077	HANDEL AVIATION PTY LTD		0.00	0	0.00	56.86	0.00	56.86

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance						
		As at 30.06.2019						
Debtor #	Name	Credit Limit	01.04.2019		01.05.2019	31.05.2019	30.06.2019	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
				Of				
				Oldest				
				Invoice				
				(90Days)				
H014	HELIBITS PTY LTD (HELIWEST		0.00	0	0.00	0.00	25.25	25.25
H092	HOARE, STEPHEN		0.00	0	0.00	0.00	25.62	25.62
I018	ILHA PTY LTD		0.00	0	0.00	0.00	26.94	26.94
J018	JANDAKOT FLIGHT CENTRE		0.00	0	0.00	0.00	202.05	202.05
K003	KARALUNDI ABORIGINAL EDUCA		0.00	0	0.00	0.00	0.00	-552.00
K027	KYANGA, ROBERT		0.00	0	0.00	0.00	435.64	435.64
M191	MAGSPEC AVIATION LTD		0.00	0	0.00	0.00	0.00	-28.47
M4	MAIN ROADS	877036.13	205	0.00	0.00	0.00	299300.00	1176336.13
S134	MARK STURGEON		0.00	0	223.15	0.00	446.68	669.83
MC1D	MEEKATHARRA CARAVAN PARK		22.50	93	0.00	70.60	1136.80	1229.90
M03D	MEEKATHARRA CORNER STORE		0.00	0	0.00	0.00	0.00	-176.00
M9	MEEKATHARRA DISTRICT HIGH		0.00	0	0.00	602.00	0.00	602.00
F034	MEEKATHARRA POST OFFICE		0.00	0	0.00	0.00	50.00	50.00
M141	MIDWEST SEPTICS		0.00	0	0.00	0.00	148.10	148.10
M210	MKR CHOPPERS PTY LTD		0.00	0	0.00	0.00	44.88	44.88
M173	MT AUGUSTUS TOURIST PARK		0.00	0	0.00	0.00	49.30	49.30
N057	NORTHERN TERRITORY POLICE,	78.21	172	0.00	0.00	0.00	0.00	78.21
P110	PARKLEA (AIRSERVICES) PTY		0.00	0	0.00	0.00	52.39	52.39
P006	PAROO STATION		0.00	0	0.00	0.00	0.00	-0.10
L011	PAUL LYONS AVIATION PTY LT		0.00	0	0.00	187.11	342.39	529.50
P106	PEGASUS AIR PTY LTD		0.00	0	0.00	0.00	78.21	78.21
P109	PENJET PTY LTD		0.00	0	0.00	1822.04	0.00	1822.04
R098	REILLY & CO		0.00	0	0.00	0.00	0.00	-74.05
R071	ROADSTONE WEST PTY LTD		0.00	0	0.00	0.00	22.00	22.00
R013	ROYAL ANTEDILUVIAN ORDER O		0.00	0	0.00	0.00	249.95	249.95
R005	ROYAL FLYING DOCTOR SERVIC		0.00	0	0.00	0.00	10012.39	10012.39
R006	ROYAL MAIL HOTEL		0.00	0	0.00	0.00	148.10	148.10
R4	RUSSELL AVIATION		0.00	0	0.00	50.37	0.00	50.37
S096	S&K ELECTRICAL CONTRACTING		0.00	0	0.00	74.05	148.10	222.15
S23	SANDFIRE RESOURCES NL		0.00	0	0.00	0.00	123.42	123.42
S055	SHINE AVIATION SERVICES		0.00	0	0.00	0.00	594.95	594.95
W045	SIMON WILDING		0.00	0	0.00	0.00	0.00	-50.10
S007	SKIPPERS AVIATION		0.00	0	0.00	0.00	15179.65	15179.65
S078	STAR AVIATION PTY LTD		0.00	0	0.00	0.00	93.56	93.56
T075	TILLAIR SERVICES PTY LTD		0.00	0	0.00	29.93	0.00	29.93

Flood damage claims

following up

following up

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance						
		As at 30.06.2019						
Debtor #	Name	Credit Limit	01.04.2019		01.05.2019	31.05.2019	30.06.2019	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
				Of Oldest Invoice (90Days)				
W063	TONY WILTON		0.00	0	0.00	0.00	0.00	-176.00
T041	TWINCREEK HOLDINGS PTY LTD		0.00	0	0.00	0.00	0.00	-25.25
W112	WALTER WHIP & THE FLAMES		975.00	228	0.00	0.00	0.00	975.00 promised payment
B070	WATSON-BATES, JOHN		0.00	0	0.00	0.00	15.59	15.59
W081	WELLINGTON ELECTRICAL		0.00	0	0.00	0.00	148.10	148.10
Y12	YULELLA BUILDING & CONSTRU		0.00	0	0.00	185.10	86.20	271.30
Y018	YULELLA INCORPORATED		0.00	0	0.00	0.00	346.86	346.86
Totals --- Credit Balances:		-7063.74	915613.94		642.83	25143.23	364602.01	1298938.27

Title/Subject: LIST OF ACCOUNTS ENDED 30 JUNE 2019
Agenda/Minute Number: 9.2.3
Applicant: Nil
File Ref: ADM 171
Disclosure of Interest: Nil
Date of Report: 16 July 2019
Author: Svenja Clare
Finance Officer


Signature of Author

Senior Officer: Roy McClymont
Chief Executive Officer


Signature Senior Officer

Summary:

Accounts are to be presented to council for payments.

Background:

List of accounts

- (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 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) each account which requires council authorization 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 council after the list is prepared; and recorded in the minutes of that meeting.

Comment:

Each month the accounts are presented to council for payment;

Municipal	Voucher No's	Amount:	\$ 1,269,955.05
Trust Account	Voucher No's	Amount:	\$ -
Air BP	Voucher No's	Amount:	\$ 997.50
		Total	\$ 1,270,952.55

Consultation:

Roy McClymont – Chief Executive Officer

Statutory Environment:

Local Government (Financial Management) Regulations 1996 S.6.10.13 List of Accounts.

Policy Implications:

Nil

Financial Implications:

Accounts to be paid

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr AJ Binsiar

That Council receives the attached list of creditor accounts paid under delegated power.

CARRIED 6/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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SHIRE OF MEEKATHARRA
Accounts Due and Paid under Delegated Authority and Submitted to Council on the
20-Jul-19

			MUNI	AIR BP	TRUST
EFT15910	12/06/2019	A TYEO'S ENVIRONMENTAL HEALTH SERVICES PL	EHO DUTIES 21/5/19, 28/5/19, 29/5/19 AND 4/6/19 - 7/6/19	-\$	5,132.80
EFT15911	12/06/2019	AUSTRALIA POST	POSTAGE FOR MAY 2019	-\$	367.83
EFT15912	12/06/2019	BARBARA ANNE COMPTON	Rates refund for assessment A5155 14 RAILWAY STREET MEEKATHARRA 6642	-\$	546.92
EFT15913	12/06/2019	BIOMAX	2 X HP 200 CHAMBER REPAIR KITS	-\$	412.50
EFT15914	12/06/2019	BOC GASES	CYLINDER RENT OXY & ACETYLENE	-\$	49.46
EFT15915	12/06/2019	BRITEX	2 WATERLESS S/S URINALS FOR TOWN POOL MENS TOILET	-\$	2,101.00
EFT15916	12/06/2019	BULLIVANTS	CONCRETE LIFTING EYE 2.5T RIG WCLE-025-STD-RIG	-\$	484.00
EFT15917	12/06/2019	CANINE CONTROL	RANGER SERVICES ON 30/5/19 - 31/5/19	-\$	3,821.42
EFT15918	12/06/2019	DAY PASTORAL CO.	MAINTENANCE GRADING ON ASHBURTON DOWNS ROAD	-\$	2,500.00
EFT15919	12/06/2019	DELTAZONE NOMINEES PTY LTD (MIDWEST FIRE PROTECTION / EYE SPY SECURITY)	FIRE EQUIPMENT HALF YEARLY SERVICE (TRAVELLABOUR) MAY 2019; MONITORING KIDZONE AND RED SAND BOX	-\$	1,681.24
EFT15920	12/06/2019	DINGO DESIGN	MONTHLY COUNCIL NEWS JUNE 2019	-\$	350.00
EFT15921	12/06/2019	EASIFLEET (EASI SALARY)	ADRIAN BAUMGARTEN NOVATED LEASE FORTNIGHT ENDING 29/5/19	-\$	854.61
EFT15922	12/06/2019	FARMER JACKS	VARIOUS PURCHASES	-\$	1,363.68
EFT15923	12/06/2019	FUJI XEROX AUSTRALIA PTY LTD	PHOTOCOPIING MAY 2019	-\$	698.36
EFT15924	12/06/2019	GERALDTON MOWER & REPAIR SPECIALISTS	SERVICE 3 WHIPPER SNIPPERS	-\$	476.10
EFT15925	12/06/2019	GREAT NORTHERN RURAL SERVICES (CRT)	2 X TYPE P PVC PIPE CEMENT 500ML AND 2 X PVC PRIMING FLUID 500ML FOR BORES	-\$	57.64
EFT15926	12/06/2019	IT VISION AUSTRALIA PTY LTD	COMPUTER SOFTWARE ANNUAL LICENCE 2019/2020	-\$	25,309.92
EFT15927	12/06/2019	IXOM OPERATIONS PTY LTD (KEPPEL, ORICA)	CHEMICALS FOR POOL FOR MAY 2019	-\$	126.85
EFT15928	12/06/2019	KOTT GUNNING LAWYERS	VARIOUS LEGAL FEES	-\$	739.20
EFT15929	12/06/2019	LANDGATE	MINING TENEMENTS SCHEDULE	-\$	46.80
EFT15930	12/06/2019	MARKETFORCE PTY LTD	VARIOUS ADVERTISING (TENDER, MEETING DATES, DIFFERENTIAL RATES)	-\$	1,095.59
EFT15931	12/06/2019	MCCLYMONT, ROY	REIMBURSEMENT FOR ACCOMMODATION, FUEL AND PARKING FOR MEETING IN PERTH	-\$	533.40
EFT15932	12/06/2019	MEEKATHARRA VOLUNTEER FIRE BRIGADE	2018/19 BUDGET DONATION TO MEEKATHARRA VOLUNTEER FIRE BRIGADE	-\$	2,000.00
EFT15933	12/06/2019	MIDWEST AUTO GROUP	30,000KM SERVICE ON 2018 FORD RANGER WILDTRAK	-\$	575.00
EFT15934	12/06/2019	MITCHELL & BROWN COMMUNICATIONS PTY LTD (VIDGUARD)	REPLACED AND TESTED 4X UPS BATTERIES 12V	-\$	338.25
EFT15935	12/06/2019	MTF SERVICES	EQUIPMENT HIRE LANDOR MEEKATHARRA ROAD APRIL 2019; FLOOD DAMAGE WORKS	-\$	283,688.90
EFT15936	12/06/2019	MURCHISON FABRICATION PTY LTD	FABRICATE 4X 8M CATTLE GRIDS WITH SIDE GRATES; FIX SIDE DOOR DOZER COMPOUND	-\$	40,920.00
EFT15937	12/06/2019	MURDOCH UNIVERSITY	VET CLINICAL SERVICES VISIT TO MEEKATHARRA 8/4/19 - 11/4/19	-\$	1,700.00
EFT15938	12/06/2019	NORMAN TRENFIELD	REIMBURSEMENT FOR ACCOMMODATION IN PERTH AS PER POLICY 3.25	-\$	320.00
EFT15939	12/06/2019	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD (NGE)	VARIOUS FLOOD DAMAGE WORKS	-\$	233,563.00
EFT15940	12/06/2019	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	MONTHLY MONITORING FEE AND VARIOUS OTHER IT ASSISTANCE	-\$	212.50
EFT15941	12/06/2019	PUMPS AUSTRALIA PTY LTD	COMPLETE DUAL LANCE FOR 3500PSI PUMP; CONTRACTOR TURBO NOZZLE	-\$	1,155.00
EFT15942	12/06/2019	ROGER TOY	KERB STREET NUMBERS PAINTED WHITE BACKGROUND WITH BLACK NUMBERS	-\$	5,940.00
EFT15943	12/06/2019	ROYAL FLYING DOCTOR SERVICE	LANDING FEE CONTRIBUTION REFUND OF ALL CHARGES FOR MAR + APR 2019	-\$	13,217.49
EFT15944	12/06/2019	S&K ELECTRICAL CONTRACTING PTY LTD	REPAIR SECURITY LIGHT IN DRIVEWAY LOT 207 HILL STREET	-\$	207.35
EFT15945	12/06/2019	SCOTT, GARY	SWIMMING POOL FENCE REPAIR AND OTHER REPAIRS AT POOL	-\$	600.00
EFT15946	12/06/2019	ST JOHN AMBULANCE, MEEKATHARRA SUB CENTRE	2018/19 BUDGET DONATION TO MEEKATHARRA ST JOHN AMBULANCE SUB CENTRE	-\$	2,000.00
EFT15947	12/06/2019	STATE EMERGENCY SERVICE MEEKATHARRA (SES)	UTILITIES, PHONES, BATTERIES FOR SES	-\$	1,340.82
EFT15948	12/06/2019	SUPERSEALING PTY LTD	CRACK SEALING OF APRON AND TAXIWAYS, STODDART ST AND DONOVAN ST	-\$	15,455.00
EFT15949	12/06/2019	TOLL TRANSPORT PTY LTD	FREIGHT FROM WESTRAC 17/5/19	-\$	188.55
EFT15950	12/06/2019	TOTAL EDEN PTY LTD	RETICULATION FITTINGS LIONS PARK	-\$	319.37
EFT15951	12/06/2019	TOTALLY WORKWEAR - BELMONT (TWW)	UNIFORMS FOR DCEO KRYS EAST AND ADMIN JEMMA BROUGHTON	-\$	621.69
EFT15952	12/06/2019	TRENFIELD MOTORS	SERVICE AND REPAIR VARIOUS VEHICLES, PLANT, GENSETS AND COMPRESSORS	-\$	11,914.08
EFT15953	12/06/2019	TRUCK CENTRE WESTERN AUSTRALIA	REAR WINDOW AND SEAL FOR 2012 NISSAN PRIME MOVER	-\$	753.72
EFT15954	12/06/2019	WESTERN INDEPENDENT FOODS	FREIGHT FROM GERALDTON MOWERS	-\$	48.40
EFT15955	12/06/2019	WESTRAC EQUIPMENT	VARIOUS PARTS FOR 1996 950F CAT LOADER	-\$	3,785.10
EFT15956	12/06/2019	WINC AUSTRALIA PTY LTD (STAPLES)	STATIONERY FOR CDO	-\$	87.30
EFT15957	12/06/2019	YULELLA BUILDING AND CONSTRUCTION	SUPPLY DOOR HANDLE, DOOR CLOSER FOR LOT 304 DARLOT STREET	-\$	86.21
EFT15958	27/06/2019	ANDREW BINSIAR	MEETING FEE OCM AND HBTP 22/6/19	-\$	550.00
EFT15959	27/06/2019	AUSTSINO RESOURCES GROUP LTD	RATES REFUND FOR ASSESSMENT A6320 E52/2279 NANNINE	-\$	60.12
EFT15960	27/06/2019	B & E TRENFIELD	PARKS AND GARDENS CONTRACT JUNE 2019	-\$	11,517.45
EFT15961	27/06/2019	BUNNINGS GROUP LIMITED	SUPPLY 10 LIFETIME 6FT TRESTLES	-\$	540.00
EFT15962	27/06/2019	CABCHARGE AUSTRALIA LIMITED	ADMIN ACCOUNT KEEPING FEE MAY 19	-\$	6.00
EFT15963	27/06/2019	CHARLIE'S PIZZA	50% DEPOSIT FOR CATERING FOR MEEKA OUTBACK FESTIVAL BALL AT TOWN HALL 28/9	-\$	3,437.50
EFT15964	27/06/2019	COMMERCIAL HOTEL	ALCOHOL FOR WELCOME TO MEEKA 12/6/19; COUNCILLOR LUNCHES; ACCOMMODATION FOR EYE SPY SECURITY	-\$	1,427.90
EFT15965	27/06/2019	CONTRACT AQUATIC SERVICES	REPAIR SEATING IN WELCOME PARK AS PER QUOTE	-\$	2,200.00
EFT15966	27/06/2019	DAVID KENNETH HODDER	MEETING FEE OCM AND HBTP 22/6/19	-\$	550.00
EFT15967	27/06/2019	DELTAZONE NOMINEES PTY LTD (MIDWEST FIRE PROTECTION / EYE SPY SECURITY)	SUPPLY AND INSTALL LIGHTS AT THE HEADFRAME	-\$	6,997.10

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 20 JULY 2019

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
20-Jul-19

			MUNI	AIR BP	TRUST
EFT15968	27/06/2019	DIGGA WEST	500MM EDGE W-000160, NUTS AND BOLTS	-\$	376.64
EFT15969	27/06/2019	DUNNING INVESTMENTS P/L	50,000 LITRES DIESEL DELIVERED TO MEEKATHARRA AIRPORT \$1.2924/L INC GST	-\$	65,018.11
EFT15970	27/06/2019	DYENAMIC SUBLIMATION WA PTY LTD	50% DEPOSIT FOR NAIDOC WEEK SHIRTS FOR YOUTH SERVICES ATTENDEES & STAFF	-\$	1,006.50
EFT15971	27/06/2019	EASIFLEET (EASI SALARY)	ADRIAN BAUMGARTEN NOVATED LEASE FORTNIGHT ENDING 12/6/19 + 26/6/19	-\$	1,709.22
EFT15972	27/06/2019	ESSENTIAL LABOUR SOLUTIONS PTY LTD (ELS)	REPLACEMENT BATTERY	-\$	313.30
EFT15973	27/06/2019	GREAT NORTHERN RURAL SERVICES (CRT)	GUN PACK FOR SPRAYER (PARKS AND GARDENS)	-\$	177.39
EFT15974	27/06/2019	GRIFFIN VALUATION ADVISORY (AVP)	PLANT & EQUIPMENT REVALUATION - FAIR VALUE AND REPLACEMENT VALUE	-\$	10,276.04
EFT15975	27/06/2019	HARVEY JAMES NICHOLS	MEETING FEE OCM + HBTP 22/6/19	-\$	550.00
EFT15976	27/06/2019	JASON SIGNMAKERS	STOCK TD1 ; RING BRACKET W/ - BOLTS & WASHERS - 60MM OD ALUM EXTRUSION	-\$	275.00
EFT15977	27/06/2019	JR & A HERSEY PTY LTD	RAGS, SPRAY AND MARK, FLAGGING TAPE, WD LUBE, WATER BOTTLES, TAPE	-\$	641.08
EFT15978	27/06/2019	KLEENHEAT GAS	GAS CYLINDER RENTAL 18/19 VARIOUS PROPERTIES	-\$	950.40
EFT15979	27/06/2019	LANDGATE	VALUATION ROLLS AND MINING TENEMENTS	-\$	8,360.75
EFT15980	27/06/2019	MATTHEW HALL	OCM FEE 22/6/19, TRAVEL OCM FEE 22/6/19	-\$	775.75
EFT15981	27/06/2019	MEEKATHARRA CORNER STORE	FUEL, TYRES, WATER	-\$	819.00
EFT15982	27/06/2019	MEEKATHARRA GP CLINIC	PRE-EMPLOYMENT MEDICAL FOR PETER COX ON MONDAY 25 JUNE 2019 @ 9.00AM	-\$	140.25
EFT15983	27/06/2019	MEG FORRESTER	CLEANING DEPOT, OFFICE, PUBLIC TOILETS, GYM, INDOOR CRICKET CENTRE, QUARTERS	-\$	2,124.50
EFT15984	27/06/2019	MURCHISON FABRICATION PTY LTD	REPAIR BRIDGE X 2 ON PLAY EQUIPMENT AT SPORTING COMPLEX AS PER ONSITE VISIT	-\$	1,430.00
EFT15985	27/06/2019	MURCHISON RUBBISH SERVICES	RUBBISH CONTRACT JUNE 19	-\$	20,399.94
EFT15986	27/06/2019	NAVSDRON PTY LTD (MEGAN SHIRT)	MONTHLY FINANCIAL STATEMENTS MARCH - MAY 2019	-\$	2,662.00
EFT15987	27/06/2019	NEUK PORT AD-HAIR	AERODROME MANAGEMENT CONTRACT FOR MONTH OF JUNE 2019	-\$	22,049.50
EFT15988	27/06/2019	NORMAN TRENFIELD	OCM AND HBTP MEETING FEES 22/6/19	-\$	700.00
EFT15989	27/06/2019	NORTHAMPTON GRADER HIRE	MAINTENANCE GRADING ON VARIOUS ROADS	-\$	54,848.75
EFT15990	27/06/2019	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD (NGE)	ERECT SIGNS AND GUIDE POSTS ON VARIOUS ROADS	-\$	14,102.00
EFT15991	27/06/2019	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	IT ASSISTANCE (SECURITY SOFTWARE, OUTLOOK, SUPPLY AND SET UP NEW DCEO PC, UPDATE PASSWORDS, SERVER ACCESS, SYNERGY UPGRADE, CHAMBERS ACCESS)	-\$	2,000.00
EFT15992	27/06/2019	PERTH PROFESSIONAL ENTERTAINMENT SERVICES (PPES)	CANCELLATION FEE FOR BAND FOR 2019 FESTIVAL	-\$	100.00
EFT15993	27/06/2019	PETER SHANE CLANCY	OCM AND HBTP MEETING FEES 22/6/19	-\$	550.00
EFT15994	27/06/2019	PHILLIP WAYNE CURLEY	OCM MEETING FEES 22/6/20	-\$	350.00
EFT15995	27/06/2019	RAMM SOFTWARE PTY LTD	RAMM ANNUAL SUPPORT AND MAINTENANCE FEE FOR 19/20	-\$	7,606.37
EFT15996	27/06/2019	REFUEL AUSTRALIA (GERALDTON FUEL COMPANY)	FUEL CARD PURCHASES MAY 2019	-\$	1,751.46
EFT15997	27/06/2019	SMART DIGITAL PTY LTD	PARKVIEW 4M PACKAGE (INC. UPGRADE TO SEALED SCREEN)	-\$	6,048.00
EFT15998	27/06/2019	SUNNY SIGN PTY LTD	"WELCOME TO OUR CEMETERY" SIGN	-\$	129.80
EFT15999	27/06/2019	SUPREME SHADES PTY LTD	SUPPLY AND INSTALL SHADE SAILS AT TOWN POOL	-\$	33,055.00
EFT16000	27/06/2019	THE HONDA SHOP	BRUSHCUTTER UMK435 UJ BIKE HANDLE	-\$	735.00
EFT16001	27/06/2019	TOLL TRANSPORT PTY LTD	FREIGHT FROM VARIOUS SUPPLIERS	-\$	914.99
EFT16002	27/06/2019	TOTAL EDEN PTY LTD	SPEEDWAY GO KART TANK HS L/FLAT PVC 100MM P/M + OTHER PARTS	-\$	280.24
EFT16003	27/06/2019	TRENFIELD MOTORS	FLOOD DAMAGE AND OTHER ROAD WORKS SUPERVISION; SERVICE GENSETS AND PLANT; SET UP PUMPS; TYRE REPAIRS; SUPPLY BATTERIES; 5T GP CEMENT	-\$	58,181.68
EFT16004	27/06/2019	VINCENT CATANIA	REIMBURSEMENT FOR DOUBLE PAYMENT FOR DUST SUBSCRIPTION	-\$	39.00
EFT16005	27/06/2019	WESTRAC EQUIPMENT	1000HR SERVICE ON 2006 140H CATERPILLAR GRADER	-\$	3,547.53
EFT16006	28/06/2019	CHILD SUPPORT AGENCY	Payroll deductions	-\$	688.57
EFT16007	28/06/2019	CONVIC PTY LTD	SMALL WHEEL SKATE PARK RFT 17/18-03 PROGRESS CLAIM 5	-\$	187,000.00
EFT16008	28/06/2019	LGRCEU (FORMERLEY) MUNICIPAL EMPLOYEES UNION	Payroll deductions	-\$	38.80
EFT16009	28/06/2019	SHIRE OF MEEKATHARRA	Payroll deductions	-\$	1,974.89
25707	12/06/2019	DEPARTMENT OF TRANSPORT	LICENCE RENEWAL TO 30/6/2020 SHIRE FLEET	-\$	19,027.45
25708	12/06/2019	TELSTRA CORPORATION LIMITED	MOBILE TELEPHONE CHARGES MAY 19	-\$	157.59
25709	27/06/2019	PIVOTEL SATELLITE PTY LTD - GLOBAL STAR	SATELLITE PHONE MAY 19	-\$	340.00
25710	27/06/2019	TELSTRA CORPORATION LIMITED	TELEPHONE LANDLINE CHARGES MAY 2019	-\$	2,096.03
25711	27/06/2019	WATER CORPORATION	WATER CHARGES 9/4/19 - 12/6/19	-\$	12,832.83
DD12875.1	12/06/2019	WA SUPER	Superannuation contributions	-\$	4,890.67
DD12875.2	12/06/2019	AUSTRALIAN ETHICAL SUPER	Superannuation contributions	-\$	693.92
DD12875.3	12/06/2019	HOSPLUS	Superannuation contributions	-\$	836.50
DD12875.4	12/06/2019	MLC SUPER FUND	Superannuation contributions	-\$	750.00
DD12875.5	12/06/2019	CBUS ADMINISTRATION	Superannuation contributions	-\$	436.38
DD12875.6	12/06/2019	AUSTRALIAN SUPER	Superannuation contributions	-\$	567.54
DD12875.7	12/06/2019	BT SUPER FOR LIFE	Superannuation contributions	-\$	346.19
DD12880.1	20/06/2019	HORIZON POWER	ELECTRICITY CHARGES 1/5/19-31/5/19	-\$	6,293.57
DD12882.1	20/06/2019	WESTPAC CREDIT CARD	DEPARTMENT OF HEALTH - PERMIT FOR POISONS (CHLORINE GAS) ANNUAL RENEWAL	-\$	125.00
DD12882.1	20/06/2019	WESTPAC CREDIT CARD	RURAL HEALTH WEST SUBSCRIPTION 2019/20 ORG51	-\$	100.00
DD12891.1	21/06/2019	BP OIL (AIR BP)	MAY 2019 AVGAS PURCHASES DUE 21/6/19	-\$	997.50
DD12893.1	26/06/2019	WA SUPER	Superannuation contributions	-\$	4,911.96



SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
20-Jul-19

			MUNI	AIR BP	TRUST
DD12893.2	26/06/2019 AUSTRALIAN ETHICAL SUPER	Superannuation contributions	-\$ 643.88		
DD12893.3	26/06/2019 HOSTPLUS	Superannuation contributions	-\$ 836.50		
DD12893.4	26/06/2019 MLC SUPER FUND	Superannuation contributions	-\$ 750.00		
DD12893.5	26/06/2019 CBUS ADMINISTRATION	Superannuation contributions	-\$ 676.29		
DD12893.6	26/06/2019 AUSTRALIAN SUPER	Superannuation contributions	-\$ 585.77		
DD12893.7	26/06/2019 BT SUPER FOR LIFE	Superannuation contributions	-\$ 286.43		
THIS SCHEDULE OF ACCOUNTS PAID UNDER DELEGATED AUTHORITY COVERS:					
			MUNI BANK	-\$ 1,269,955.05	
			AIR BP ACCOUNT		-997.50
			TRUST ACCOUNT		0.00

TOTALLING -\$1,270,952.55 AND WAS SUBMITTED TO EACH MEMBER OF COUNCIL ON Saturday, 20 July 2019
AND WHICH HAVE BEEN DULY CERTIFIED AS TO THE RECEIPT OF GOODS AND THE RETENTION OF SERVICES AS TO THE COSTING AND ARE AMOUNTS PAID.

ROY McCLYMONT
CHIEF EXECUTIVE OFFICER

Title/Subject:	RETENTION OF TRUST FUNDS
Agenda/Minute Number:	9.2.4
Applicant:	Nil
File Ref:	ADM 0135
Disclosure of Interest:	Nil
Date of Report:	2 July 2019
Author:	Krys East Deputy Chief Executive Officer
	
	<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	
	<i>Signature Senior Officer</i>

Summary/Matter for Consideration:
Council to authorise transfer of \$689.63 from Trust Bank Account to Municipal Bank Account for monies held for more than 10 years.

Attachments:
Nil

Background:
As per the Local Government Act 1995, Council maintain a Trust Account for monies held in trust.

Comment:
Section 6.9 (4) of the Local Government Act 1995 states:
“Where money has been held in the trust fund for 10 years it may be transferred by the local government to the municipal fund but the local government is required to repay the money, together with any interest earned from its investment, from that fund to a person claiming and establishing a right to the repayment.”

Council can choose to leave this money in the trust accounts indefinitely or alternatively transfer these funds to Council’s Municipal Account. Overall \$689.63 of trust funds for holding corrections to BCITF payments have been held for 10 plus years. There are no other funds in Trust over 10 years old.

Consultation:
Roy McClymont - Chief Executive Officer

Statutory Environment:

Local Government Act 1995 – Section 6.9

“6.9. Trust fund

- (1) A local government is to hold in the trust fund all money or the value of assets —
 - (a) that are required by this Act or any other written law to be credited to that fund; and*
 - (b) held by the local government in trust.**
- (2) Money or other property held in the trust fund is to be applied for the purposes of, and in accordance with, the trusts affecting it.*
- (3) Where money or other property is held in the trust fund, the local government is to —
 - (a) in the case of money, pay it to the person entitled to it together with, if the money has been invested, any interest earned from that investment;*
 - (b) in the case of property, deliver it to the person entitled to it.**
- (4) Where money has been held in the trust fund for 10 years it may be transferred by the local government to the municipal fund but the local government is required to repay the money, together with any interest earned from its investment, from that fund to a person claiming and establishing a right to the repayment.”*

Policy Implications:

Nil

Budget/Financial Implications:

Unbudgeted income from Trust transfers

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr DK Hodder

**That Council authorise staff to transfer \$689.63 from Trust Account to Municipal Account.
The \$689.63 is comprised of:**

Miscellaneous Deposits (T8)



30/06/2009 \$36.00 TRANSFER TO MUNI ACCOUNT BAL ADJ

30/06/2009 \$653.63 TRANSFER TO MUNI BCTIF ADJ

Total \$689.63

**CARRIED 6/0
BY AN ABSOLUTE MAJORITY**

9.3 ADMINISTRATION

Title/Subject:	FREEDOM OF INFORMATION STATEMENT
Agenda/Minute Number:	9.3.1
Applicant:	Nil
File Ref:	ADM 0175
Disclosure of Interest:	Nil
Date of Report:	2 July 2019
Author:	Krys East Deputy Chief Executive Officer
	
	<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	
	<i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Under the Freedom of Information Act 1992 Council is expected to review its Freedom of Information Statement at intervals of not more than 12 months. A reviewed statement is attached for Council to approve.

Attachments:

Shire of Meekatharra Freedom of Information Statement reviewed July 2018

Background:

The Freedom of Information Act 1992 is an act which provides for public access to documents, and enables the public to ensure that personal information in documents is accurate, complete, up to date and not misleading, and for related purposes. The Corporate Services Manager/Deputy Chief Executive Officer is the Freedom of Information Officer for the Shire of Meekatharra.

The Freedom of Information Act 1992 requires the Shire of Meekatharra to publish an information statement that outlines the following:

- a statement of the structure and functions of the agency;
- a description of the ways in which the functions (including, in particular, the decision-making functions) of the agency affect members of the public;
- a description of any arrangements that exist to enable members of the public to participate in the formulation of the agency's policy and the performance of the agency's functions;
- a description of the kinds of documents that are usually held by the agency;
- a description of the agency's arrangements for giving members of the public access to documents mentioned;
- a description of the agency's procedures for giving members of the public access to the documents of the agency including
 - (i) the designation of the officer or officers to whom initial inquiries as to access to documents can be made; and
 - (ii) the address or addresses at which access applications can be lodged

- a description of the agency's procedures for amending personal information in the documents of the agency 3 including —

(i) the designation of the officer or officers to whom initial inquiries as to amendment of personal information can be made; and

(ii) the address or addresses at which applications for amendment of personal information can be lodged.

Comment:

Staff have reviewed and made minor formatting amendments to the Shire of Meekatharra's Freedom of Information Statement.

The only change to information was made to 3.2 Committees /Delegations. The Bush Fire Control Officer acronym of CBFCO is modified to FCO. The assigned delegation is amended to "Vacant" as the previously appointed person is no longer with the Shire of Meekatharra. All other information provided is current.

The Freedom of Information document is attached for Council to receive.

Consultation:

Nil

Statutory Environment:

Freedom of Information Act 1992

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officer Recommendation / Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr MR Hall

Council receives the reviewed Freedom of Information Statement for the Shire of Meekatharra and authorise a copy be provided to the Commissioner as required under Section 97 of the Freedom of Information Act 1992.

CARRIED 6/0



INFORMATION STATEMENT

FREEDOM OF
INFORMATION ACT 1992

Revised July 2019



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- 1.0 Overview of Council
- 2.0 Legislation Administered
- 3.0 Council and Shire Structure
 - 3.1 Shire Structure
 - 3.2 Committees/Delegates
- 4.0 Decision Making Functions
- 5.0 Public Participation in the Formulation of Policy and
Performance of Shire Functions
- 6.0 Documents for Inspection
 - 6.1 Other Information Requests
- 7.0 Amendment of Council Records

1.0 OVERVIEW OF COUNCIL

The Meekatharra Shire is situated in the Murchison region of the State.

The Council consists of seven (7) Councillors. The President is elected by the Councillors.

Position	Name	Term Expires
President	N L (Norm) Trenfield	2019
Deputy President	P S (Peter) Clancy	2021
Councillor	H J (Harvey) Nichols	2019
Councillor	A J (Andrew) Binsiar	2019
Councillor	D K (David) Hodder	2021
Councillor	P W (Phillip) Curley	2019
Councillor	M R (Matthew) Hall	2021

Council meetings are held on the third Saturday of each month in the Meekatharra Shire Council Chambers. Council is committed to improve the quality of lifestyle and is cognisant to the community's needs.

2.0 LEGISLATION ADMINISTERED

Including, yet not limited to:

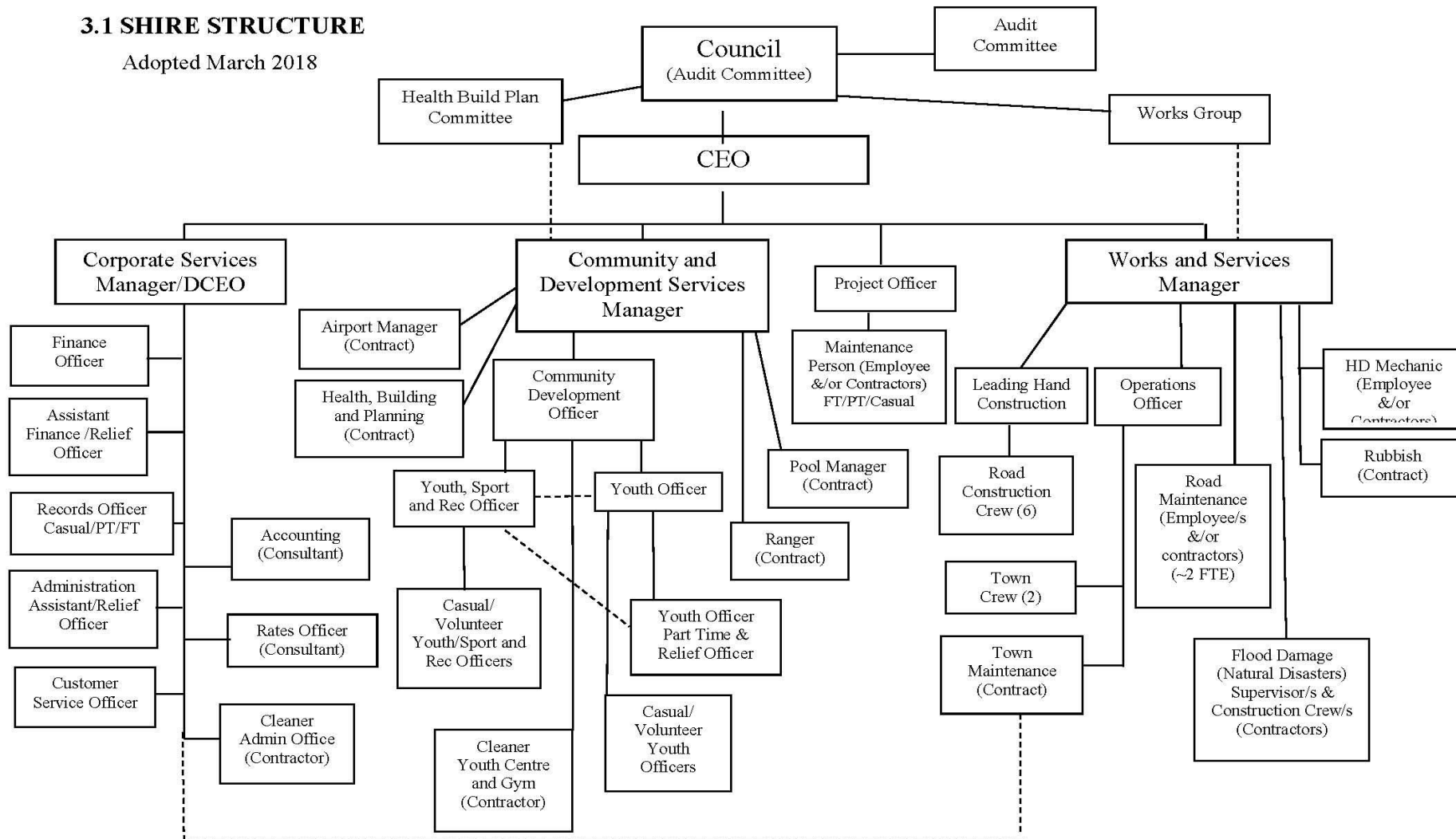
Freedom of Information Act 1992
Local Government Act 1995
Dog Act 1976
Planning and Development Act 2005
Local Government (Miscellaneous Provisions) Act 1960
Bushfires Act 1954
Health Act 1911
and all other legislation relevant to Local Government functions

Shire of Meekatharra Local Laws, as gazetted.

3.0 COUNCIL AND SHIRE STRUCTURE

3.1 SHIRE STRUCTURE

Adopted March 2018



The CEO is to assess the best use of Human Resources to assist the various departments in times of excess workloads (such as flood damage claims) or periods of leave. This can be through temporary reallocation of administration/finance staff or via the engagement of external personnel.

3.2 COMMITTEES/DELEGATES

Shire President	Cr Norm Trenfield
Deputy Shire President	Cr Peter Clancy
Audit Committee	Full Council
Health, Building & Town Planning Committee	Cr Norm Trenfield - Chairperson Cr Peter Clancy - Deputy Chairperson Cr David Hodder Cr Harvey Nichols Cr Andrew Binsiar
Works Group	Cr Norm Trenfield Cr Harvey Nichols Cr Peter Clancy Cr Andrew Binsiar Cr David Hodder
Recruitment/Selection Panel for Corporate & Development Services Manager & Works and Services Manager	Cr Norm Trenfield Cr Harvey Nichols Cr Peter Clancy
CEO Performance Review Panel	Cr Norm Trenfield Cr Harvey Nichols
Murchison Zone of the WA Local Government Association	Roy McClymont (CEO) Cr Norm Trenfield Cr Peter Clancy (as proxy)
Murchison Regional Vermin Council	Cr Harvey Nichols Vacant
Regional Road Sub Group	Cr Norm Trenfield Roy McClymont (CEO) or his delegate
Meekatharra/Mt Magnet Aviation Community Consultation Group	Cr Norm Trenfield Cr Peter Clancy (as proxy) Roy McClymont (CEO) CDSM
Meekatharra Festival Management Committee	Cr Norm Trenfield Community Development Officer
Local Emergency Management Committee	Roy McClymont (CEO) Meekatharra Airport Manager CDSM
Bush Fire Control Officers Chief Bush Fire Control Officer (CBFCO) Deputy Chief Bush Fire Control Officer (DCBFCO) Bush Fire Control Officer (FCO)	Roy McClymont (CEO) Cr Norm Trenfield Vacant
Meekatharra Liquor Accord Group	Roy McClymont (CEO) Cr Andrew Binsiar
Doray Meekatharra Community Development Trust	Shire President Norm Trenfield

Meekatharra Human Services Agency Group	Roy McClymont (CEO) Cr Peter Clancy
Chairman Local Recovery Coordinating Committee	Shire President Norm Trenfield Shire Deputy President Peter Clancy (Proxy)
Local Recovery Coordinator	Roy McClymont (Shire CEO)
Development Assessment Panel for the Shire of Meekatharra	Cr Peter Clancy Cr Harvey Nichols Cr Norm Trenfield (as proxy)

4.0 DECISION MAKING FUNCTIONS

The Chief Executive Officer and other Officers have delegated authority from Council to make decisions on a number of specified administrative and policy matters. These delegations are listed in Council's Policy Manual.

Local Laws and Policies applying to the Shire of Meekatharra's district only, are made by Council under the Local Government Act 1995.

Council may provide that contravention of a provision of the local law is an offense, and may provide for penalties to be imposed.

5.0 PUBLIC PARTICIPATION IN THE FORMULATION OF POLICY AND PERFORMANCE OF SHIRE FUNCTIONS

Members of the public have a number of opportunities to put forward their views on issues before the Council.

These are:

- a) Question time for the public at each ordinary meeting of Council; and such other meetings of Council or Committees as prescribed.
- b) Written request presented to Council
- c) Through an Elected Member

6.0 DOCUMENTS FOR INSPECTION

The following documents are available for public inspection at the Council Office during office hours, free of charge, subject to limitations any of the following in relation to council in the form in which it is normally held.

Council Agenda
Confirmed Minutes of Council, committee and electors meetings
Policy Manual
Council Annual Budget
Council Annual Financial Statements
Council By-Laws
Building Application Register
Rate Book
Consolidated Roll
Owner & Occupier Roll
Long Term Financial Plan
Register of Financial Interest
Schedule of Fees and Charges
Any written law that Council has the duty or power to enforce
Rates record
Corporate Business Plan
Strategic Community Plan
Municipal Inventory
Freedom of Information Statement

Members of the public may purchase copies of these documents for the amount in the Schedule of Fees and Charges in the annual Shire Budget.

6.1 Other Information Requests

Requests for other information not shown will be considered in accordance with the Freedom of Information (WA) Act 1992.

It is the aim of the Shire of Meekatharra to make information available promptly and at the least possible cost, and whenever possible documents will be provided outside the Freedom of Information process.

If information is not routinely available, the Freedom of Information Act 1992 provides the right to apply for documents held by the Shire of Meekatharra and to enable the public to ensure that personal information in documents is accurate, complete and up to date and not misleading.

Freedom of Information Applications

Access applications have to –

- be in writing;
- give enough information so that the documents requested can be identified;
- give an Australian address to which notices can be sent; and
- be lodged at the Shire of Meekatharra's administration office with any fee payable.

The applicant may choose to complete and lodge a Shire approved form.

Applications and enquiries should be addressed to the Freedom of Information Officer or by telephone to:

The Freedom of Information Officer

Shire of Meekatharra
PO Box 129
Meekatharra WA 6642

Phone: 08 9980 0600

Applications will be acknowledged in writing and the applicant will be notified of the decision within 45 (calendar) days.

Freedom of Information Charges

There are no fees and charges associated with Freedom of Information applications for personal information about the applicant. Fees and charges only apply for non-personal information.

1. Type of Fee
 - Personal information about the applicant..... No Fee
 - Application Fee (for non-personal information)..... \$30.00
2. Type of Charge
 - Supervised access to Council's records – per hour..... \$30.00
 - Photocopying by staff – in addition to above fees – per hour..... \$30.00
 - Photocopying by staff – in addition to above fees – per copy..... \$ 0.20
 - Delivery, packaging and postage..... At cost
3. Deposits
 - Advance deposit which may be required, expressed as a percentage of the estimated charges which will be payable in excess of the application fee25%
 - Further advance deposit which may be required, expressed as a percentage of the estimated charges which will be payable in excess of the application fee.....75%

Access arrangements

Access to documents can be granted by way of inspection or a copy of a document.

Notice of Decision

As soon as possible but in any case with 45 days the applicant will be provided with a notice of decision which will include details such as

- the date the decision was made
- the name and the designation of the officer who made the decision
- if the document is an exempt document the reasons for the classifying the matter exempt; or the fact that access is given to an edited document
- information on the right to review and the procedures to be followed to exercise those rights.

Refusal of Access

Applicants who are dissatisfied with a decision of the agency are entitled to ask for an internal review by the Shire of Meekatharra. Application should be made in writing within 30 days of receiving the notice of decision.

Applicants will be notified of the outcome of the review within 15 days.

If the applicant disagrees with the result the applicant can apply to the Information Commissioner for an **external review**, and details would be advised to applicants when the internal review decision is issued.

7.0 AMENDMENT OF COUNCIL RECORDS

Access to Council documents may be gained by a member of the Public to seek amendments concerning their personal affairs by making a request under the Freedom of Information Act (WA) 1992.

SHIRE OF MEEKATHARRA APPLICATION FOR ACCESS TO DOCUMENTS
(under Freedom of Information Act 1992, S.12)

DETAILS OF APPLICANT

Surname:

Given Names:

Australian Postal Address:.....

Post Code: Telephone No.(s).....

If application is on behalf of an organisation
Name of Organisation/Business

.....

DETAILS OF REQUEST
(Please tick)

Personal documents

Non-Personal documents

I am applying for access to document(s) concerning

FORM OF ACCESS

I wish to inspect the document(s) Yes No

I require a copy of the document(s) Yes No

I require access in another form Yes No

(Specify)

FEES AND CHARGES

Attached is a cheque/cash to the amount of \$ to cover the application fee. I understand that before I obtain access to documents I may be required to pay processing charges in respect of this application and that I will be supplied with a statement of charges if appropriate.

*In certain cases Charges may be waived or reduced if the applicant is impecunious. Evidence to substantiate this claim **must** be provided.*

I am requesting a reduction in fees and charges Yes No

APPLICANTS SIGNATURE Date...../...../.....

(Office Use Only)

FOI Reference Number

Received on:/...../..... Deadline for Response:/...../.....

Acknowledgement sent on/...../.....

Proof of Identity (if applicable) Type Sighted

Title/Subject:	INTERIM AUDIT RESULTS
Agenda/Minute Number:	9.3.2
Applicant:	Nil
File Ref:	ADM 0090
Disclosure of Interest:	Nil
Date of Report:	27 June 2019
Author:	Krys East Deputy Chief Executive Officer



Signature of Author

Senior Officer:	Roy McClymont Chief Executive Officer
------------------------	--



Signature Senior Officer

Summary/Matter for Consideration:

Council is to consider and accept the 2018/19 Interim Audit Results for the year ending 30 June 2019

Attachments:

Letter received from Office of the Auditor General (OAG) dated 21 June 2019

Background:

Section 6.4 of the Local Government Act 1995 requires Local Governments to prepare an Annual Financial Report for submission to its Auditor by 30 September of each year.

The Shire of Meekatharra audit is now the responsibility of the OAG. The annual financial statement audit of the Shire will be completed by the Auditor General for the first time for the year ended 30 June 2019. The Auditor General has contracted AMD Chartered Accountants to undertake the audit.

The audit is designed to specifically focus on the key areas of risk faced by the Shire in reporting on finances and performance.

The audit is separated into two components, the interim audit and the final audit.

The interim audit includes:

- understanding the Shire's current business practices;
- understanding the control environment and evaluating the design and implementation of key controls and, where appropriate, whether they are operating effectively;
- testing transactions to confirm the accuracy and completeness of processing accounting transactions;
- clarifying significant accounting issues before the annual financial report is prepared for audit;
- review and assess legislative compliance; and follow up prior year management letter comments and recommendations.

Comment:

AMD attended at the Shire offices on the 27-29 May 2019 to conduct the interim audit.

The interim audit findings were discussed with management by AMD at the completion of the interim audit. A draft management letter was provided to the Shire's DCEO for comments from management. The comments were then reviewed by the OAG.

The Interim Audit results are presented to the Audit Committee for consideration and acceptance.

Consultation:

Roy McClymont – Chief Executive Officer
Megan Shirt – Consultant
AMD Chartered Accountants

Statutory Environment:

Local Government Act 1995 sections 5.53, 5.54, and 6.4
Local Government (Financial Management) Regulations 1996 – 51(2)
Local Government (Audit) Regulations 1996

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Committee Recommendation / Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr HJ Nichols

That Council receive the 2018/19 Interim Audit Results as provided by the Office of the Auditor General Western Australia and note the management comments in respect to addressing the non-compliant issues.

CARRIED 6/0



Our Ref: 8334

Mr Roy McClymont
Chief Executive Officer
Shire of Meekatharra
PO Box 129
MEEKATHARRA WA 6642

SHIRE OF MEEKATHARRA	
FILE No.....
DATE 26 JUN 2019	REC'D
OFFICER.....
Response/Action Req'd.....
Delegated To.....



7th Floor, Albert Facey House
469 Wellington Street, Perth

Mail to: Perth BC
PO Box 8489
PERTH WA 6849

Tel: (08) 6557 7500
Fax: (08) 6557 7600
Email: info@audit.wa.gov.au

Dear Sir

**ANNUAL FINANCIAL REPORT
INTERIM AUDIT RESULTS FOR THE YEAR ENDING 30 JUNE 2019**

We have completed the interim audit for the year ending 30 June 2019. We performed this phase of the audit in accordance with our audit plan. The focus of our interim audit was to evaluate your overall control environment, but not for the purpose of expressing an opinion on the effectiveness of internal control, and to obtain an understanding of the key business processes, risks and internal controls relevant to our audit of the annual financial report.

Management Control Issues

I would like to draw your attention to the attached listing of deficiencies in internal control and other matters that were identified during the course of the interim audit. These matters have been discussed with management and their comments have been included on the attachment. The matters reported are limited to those deficiencies that were identified during the interim audit that we have concluded are of sufficient importance to merit being reported to management. Some of the matters may be included in our auditor's report in accordance with section 7.9(2) of the *Local Government Act 1995* or regulation 10(3)(a) and (b) of the *Local Government (Audit) Regulations 1996*. If so, we will inform you before we finalise the report.

This letter has been provided for the purposes of your local government and may not be suitable for other purposes.

We have forwarded a copy of this letter to the President. A copy will also be forwarded to the Minister for Local Government when we forward our auditor's report on the annual financial report to the Minister on completion of the audit.

Feel free to contact me on 6557 7544 if you would like to discuss these matters further.

Yours faithfully

PUNITHA PERUMAL
ASSISTANT DIRECTOR
FINANCIAL AUDIT
21 June 2019

Attach

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

INDEX OF FINDINGS	RATING		
	Significant	Moderate	Minor
1. General Journals Independent Review and Supporting Documentation	✓		
2. Master File Changes – Payroll and Debtors	✓		
3. Non-compliance with Local Government Regulations 1996		✓	
4. Bank reconciliation review		✓	
5. Daily banking			✓
6. Rates debtor recovery			✓
7. Audit committee meetings			✓
8. Code of conduct			✓

KEY TO RATINGS

The Ratings in this management letter are based on the audit team's assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken. We give consideration to these potential adverse outcomes in the context of both quantitative impact (for example financial loss) and qualitative impact (for example inefficiency, non-compliance, poor service to the public or loss of public confidence).

- Significant** - Those findings where there is potentially a significant risk to the entity should the finding not be addressed by the entity promptly.
- Moderate** - Those findings which are of sufficient concern to warrant action being taken by the entity as soon as practicable.
- Minor** - Those findings that are not of primary concern but still warrant action being taken.

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

1. General Journals Independent Review and Supporting Documentation

Finding

Section 7.3 of the Western Australian Local Government Accounting Manual Edition 3 issued by the Department Local Government in September 2012 outlines the minimum level of monitoring and control activities for key risk areas. At 14(a), the manual states "*All journals are independently reviewed (including check to ensure correct account allocation) and contain sufficient support information.*"

Our inquiries indicated an email is sent to the Deputy CEO requesting authorisation to process a general journal including supporting documentation. The Deputy CEO approves the journal for processing and maintains the approval within an email file.

However, during our general journal testing, we were not provided with the supporting documentation and email to evidence independent review / authorisation for the journals to be processed for 2 out of a sample of 5. There is also no evidence of independent check once the journal has been processed.

**Rating: Significant
Implication**

Without evidence of independent review and approval of journal entries, there is an increased risk of fraud and error, and non-compliance with Regulation 5(1) of the Local Government (Financial Management) Regulations 1995.

Recommendation

We recommend supporting documentation be attached to all general journals. In addition we recommend all general journals be independently reviewed subject to being posted in conjunction with the supporting documentation.

Management Comment

It was thought that email authorisation prior to posting was sufficient. Unfortunately this was not implemented until late February 2019. 3 out of the requested 5 samples did not conform to this process.

We have now implemented a new process. Management will review the journal prior to posting. Hard copies of the journal and supporting documentation will be signed and dated by the reviewing officer. The hard copies will then be kept on file.

Responsible Officer: Deputy Chief Executive Officer (DCEO)
Completion Date: Ongoing

ATTACHMENT

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

2. Master File Changes – Payroll and Debtors

Finding

We noted there is no documented independent review and authorisation of master file changes made in relation to debtors and payroll. In particular there is no review for timeliness of changes made, errors, or any unauthorised changes.

Rating: Significant

Implication

There is an increased risk that:

- Required changes to the master-files are untimely;
- Erroneous changes made to master-files have a low chance of being detected in a timely manner; and
- Suspicious / fraudulent changes made to master-files have a low chance of being detected in a timely manner.

Recommendation

We recommend an independent review of all changes made to master files be conducted periodically. The review should involve:

- A download of all changes (new / old / modify) made to each master-file;
- A representative sample then be tested and traced to originating / supporting documentation to assure validity and timeliness; and
- A review for suspicious master-file changes (e.g. changes to bank details or pay-rates) should be performed.

Management Comment

Payroll rates of pay are currently checked by DCEO and Chief Executive Officer (CEO) prior to payroll finalising.

Staff to investigate if an audit report can be generated from Synergy showing amendments to both Payroll and Debtor (similar to the one being already raised in Creditors)

Responsible Officer: DCEO
Completion Date: Ongoing

ATTACHMENT

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

3. Non-compliance with Local Government Regulation 1996

Finding

As required by:

- Section 51(2) of the Local Government (Financial Management) Regulations 1996, a copy of the annual financial report of a local government is to be submitted to the Departmental CEO within 30 days of the receipt by the local government's CEO of the auditor's report on the financial report. The Shire of Meekatharra received the 30 June 2018 audit report on the 13 December 2018 (Council adopted on 19 January 2019), however the annual financial report was not submitted to the Departmental CEO until 14 February 2019.
- Regulation 15 of the Local Government (Audit) Regulations 1996, a certified copy of the Compliance Audit Return is to be submitted to the Departmental CEO by 31 March next following the period to which the return relates. The Shire of Meekatharra 2018 Compliance Audit Return (CAR) was submitted to the Department of Local Government, Sport and Cultural Industries on 11 April 2019.

Rating: Moderate

Implication

- Non-compliance with Section 51(2) of the Local Government (Financial Management) Regulations 1996.
- Non-compliance with Regulation 15 of the Local Government (Audit) Regulations 1996.

Recommendation

We recommend, in accordance with:

- Section 51(2) of the Local Government (Financial Management) Regulations 1996, a copy of the annual financial report of a local government is to be submitted to the Departmental CEO within 30 days of the receipt by the local government's CEO of the auditor's report on the financial report.
- Regulation 15 of the Local Government (Audit) Regulations 1996, the Compliance Audit Return be lodged by the required due date being 31 March.

Management Comment

The Annual Report was indeed received on the 13 December 2018. The Ordinary Council Meeting (OCM) for December was held 14 December 2018. Staff took the Annual Report to the Audit Committee and the OCM in January 2019. There was a delay and lodgement of the report did not occur until the 14 February 2019.

Management acknowledge that the Annual Report should have been taken to the 14 December 2018 meetings. Management also made an error by lodging within 30 days of acceptance by Council not CEO.

In regards to lodging of the CAR, Management again made an error and lodged again within 30 days of acceptance by Council and not by 31 March. Staff will ensure steps are in place to prevent these errors occurring in future years.

Responsible Officer: DCEO
Completion Date: Procedures amended

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

4. Bank Reconciliation Review

Finding

Bank reconciliations are an essential control in managing the accuracy and completeness of the Shire's accounting records and financial statements. Bank reconciliations are also a key aspect of internal controls over cash resources.

During our audit of bank reconciliations, the following bank reconciliations for September 2018 were reconciled and reviewed only on 9 November 2018:-

- Municipal bank account
- Trust bank account
- Reserve bank account
- Municipal Maxi bank account
- Cash Air BP bank account

Rating: Moderate

Implication

Untimely preparation and review of bank reconciliations increases the risk of errors and omissions remaining undetected, which in turn could lead to misstatements in the (local government)'s financial reporting. There is a further risk of non-compliance with Regulation 5(1) of the Local Government (Financial Management) Regulations 1996.

Recommendation

The Shire should ensure that bank reconciliations be reconciled and subject to independent review by someone independent of the reconciliation function in a timely manner.

Management Comment

Prior to this bank reconciliations (recs) were done off-site. Management were not happy with the process as supporting documentation etc was not considered satisfactory, so decided to do them in house.

The delay was due to the DCEO ascertaining best method. Staff reconciled the bank recs back to February 2018 to ensure that all information was correct and understandable and to provide a sound basis for continuing.

The Finance Officer has since been trained in bank recs. The Assistant Finance Officer is also being trained in bank recs.

Since doing the bank recs in house we envisage that the bank recs will be completed within the first week of the following month. There may be exceptions to this such as March 2019. 98% was completed but the Officer undertaking the bank rec was having issues with balancing. Other commitments prevented the DCEO from reviewing and assisting in resolving the issue sooner. The issue turned out to be a credit recorded as a debit on the Bank Rec spreadsheet.

Responsible Officer: Finance Officer
Completion Date: Ongoing

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

5. Daily Banking

Finding

During our daily banking testing, we identified 4 'Cash Receipting Bank Deposit Listing' reports, out of a sample of 22 where the report was not signed by the officer who completed the end of day reconciliation. We acknowledge the reports were subsequently signed by someone independent of the banking function as evidence of review prior to banking being completed.

Rating: Minor

Implication

Increased risk of fraud or error occurring in respect of daily banking.

Recommendation

We recommend all 'Cash Receipting Bank Deposit Listing' reports be signed by both the preparer (cashier) and a Finance Officer as evidence of independent review prior to banking being completed.

Management Comment

Noted and the process has been amended so that the reviewee is now checking that the officer responsible for end of day banking signs.

Responsible Officer: Customer Service Officer

Completion Date: Ongoing

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

6. Rates Debtor Recovery

Finding

Section 7.3 of the Western Australian Local Government Accounting Manual Edition 3 issued by the Department Local Government in September 2012 outlines the minimum level of monitoring and control activities for key risk areas. At 4(k), the manual states "*Significant overdue customer accounts are investigated by management and actions taken documented.*"

Our observation and inquiries indicated limited action has been taken with respect to outstanding rates debtors during the 2018/19 year. We acknowledge the Shire is currently implementing a rates debtor module to enable adequate rates debtor follow up processes to be implemented.

Rating: Minor

Implication

Risk that rates debtors are not collected as and when they fall due, which may impact adversely in Shire's cash flow and working capital position.

Recommendation

We recommend rates debtor recovery procedures be performed on a timely basis to ensure outstanding rates and sundry debtors are collected on a timely basis.

Management Comment

Noted. Some basic rates debt collection was undertaken in this year. However real debt recovery, including legal action, was not undertaken. A Rates Debt collection module was purchased in May 2018 for our accounting software. Despite liaising with the supplier (and repeated promises for implementation) the module did not work correctly as required until May 2019. Staff delayed implementing any alternative debt collection system as they were hopeful the issues would be resolved in a timelier manner. In previous years debt collection was done through Excel which was not ideal. Now that the module appears to be working as expected staff will undertake intensive rates debt recovery this year.

Responsible Officer: DCEO
Completion Date: Ongoing

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

7. Audit Committee Meetings

Finding

Local Government Operational Guideline Number 09 model terms of reference states the audit committee should meet at least quarterly. We note only two Audit Committee meeting has been held between 1 July 2018 and 30 June 2019.

Rating: Minor

Implication

By not holding regular Audit Committee meetings, there is a lack of effective governance monitoring.

Recommendation

We recommend the Shire's Audit Committee consider meeting on a quarterly basis.

Management Comment

Noted and agreed.

Responsible Officer: CEO

Completion Date: Ongoing

ATTACHMENT

SHIRE OF MEEKATHARRA

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2019

FINDINGS IDENTIFIED DURING THE INTERIM AUDIT

8. Code of Conduct

Finding

We noted there is no scheduled review date for the Code of Conduct created on 21 November 2009.

Rating: Minor

Implication

Risk of the Code of Conduct may not meet the requirements of the Shire.


Recommendation

We recommend the Code of Conduct be reviewed on a periodic basis to ensure it continues to satisfy the requirements of the Shire and its representatives.

Management Comment

Noted and will review and amend the Code of Conduct in 2019/20.

Responsible Officer: CEO
Completion Date: Ongoing

Title/Subject:	AIR BP REPRESENTATIVES AGREEMENT
Agenda/Minute Number:	9.3.3
Applicant:	Nil
File Ref:	ADM 0402/ Airport File
Disclosure of Interest:	Nil
Date of Report:	11 July 2019
Author:	Tralee Cable Community and Development Services Manager
Senior Officer:	Roy McClymont Chief Executive Officer
	 <i>Signature of Author</i>
	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider renewing the Air BP Refueling agreement.

Attachments:

Proposed Agreement

Background:

AirBP contract the Shire of Meekatharra to manage and maintain the fuel pumps at the Airport, and this agreement defines the responsibilities and remuneration in relation to this arrangement. The previous agreement expired in August 2018.

An original agreement with AirBP in 2013 was based on the table below which has been updated in both 2015 and again in 2019. The original agreement was valued at \$100,000 per year. An efficiency review in 2015 determined a 20% reduction in required hours, and the contract rate was reduced accordingly.

Recent reviews of efficiency performed in June 2019 indicate an increased annual work commitment, due to the replacement of the fuel trailer with AF7063 Refueler. The increased fuel checks consume 190 hours per year, or a 17% increase from 2015.

However, fuel sales indicate a reduction in demand of 49% for fuel since 2015.

Total litres YTD June 2015 538,527

Total litres YTD June 2019 277,863

A review of the time the pump is activated indicates the total refueling time at the pump for the 18/19 financial year is 49 hours and 33 minutes this equates to just 9% of the time required in 2013.

The proposed agreement for 2019 remains at the reduced rate of \$80,000.

Representative work for AirBP	Current as at 1st March 2013				2015	2019
Type of Work	Time per check 2013	Time per check 2019	Hours per month	Hours per year	Change From 2013	Change From 2013
					hours	hours
Daily Fuel checks	30 mins	45 mins	15	180	0	90
Daily records and data input	30 mins	30 mins	14	168	0.5	0
Weekly equipment checks	30 mins	30 mins	2.25	27	1	0
Weekly records	5 mins	5 mins	0.5	6	0	0
Monthly, quarterly etc equipment checks	2	2	2	24	0.25	0
Monthly sales reports checks	1 hr.	1 hr.	1	12	0	0
Fuel ordering, unloading & associated checks	2.5 hr.	2.5 hr.	7.5	90	0	0
Yard maintenance & office cleaning			3	36	0	0
Annual refresher training	6 hrs	6 hrs		6	0	0
Annual audit etc	6 hrs	6 hrs		6	0	0
Fire extinguisher change out	3	3		6	0	0
RFDS FUELLER AF7063	15 mins	30 mins	7	84	0	100
RFDS FUELLER AF7063	1	1	15	180	0	0
RFDS FUELLER AF7063			1	12	0	0
Refuelling (all other clients)			85	510	-260	-461
Total hours			153.25	1347	-258	-271

Comment:

While the fuel checks required have an increased time commitment, there is a corresponding reduction in fueling activities which see the work commitment reduced in total by 13 hours since 2015.

It is recommended the rate remain at \$80,000.

Consultation:

Roy McClymont – Chief Executive Officer
Krys East – Deputy Chief Executive Officer
Tralee Cable – Community & Developments Services Manager

Statutory Environment:

Local Government Act 1995

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr HJ Nichols

That Council approves the Air BP Representative Agreement as presented, and authorises the Chief Executive Officer to sign the agreement on Councils behalf.

CARRIED 6/0

AIR BP

**BP AUSTRALIA PTY LTD
ABN 53 004 085 616**

AND

THE AIRFIELD REPRESENTATIVE

AIRFIELD REPRESENTATIVE'S AGREEMENT

LOCATION: MEEKATHARRA AIRPORT

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AIRFIELD REPRESENTATIVE'S AGREEMENT

Made on the date specified in Item 2 of **Schedule 1**

BETWEEN:

BP AUSTRALIA PTY LTD (ABN 53 004 085 616) a company with its registered office at Level 17, 717 Bourke Street, Docklands, Victoria 3008 ("BP")

AND:

THE AIRFIELD REPRESENTATIVE named in Item 1 of the **First Schedule** ("AR")

INTRODUCTION

- A. AR owns and operates a business engaged in airport refuelling.
- B. BP wishes to engage AR as BP's representative at the Airport to sell BP fuel and other BP products and to refuel aircraft using BP fuel.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires the following terms in this Agreement (including all schedules and attachments) shall have the following meanings:

"Affiliate" means:

- (a) a company or other legal entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. For this purpose, "control" means the direct or indirect ownership of fifty percent or more of the voting rights attached to the issued share capital of such company or other legal entity;
- (b) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity described in (a) above directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

"Agreement" means this agreement.

"BP Affiliate" shall mean:

- (a) BP p.l.c.;

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- (b) any legal entity directly or indirectly controlled by BP p.l.c. where owning fifty percent (50%) or more of the stock, equity or property of such legal entity, or having the right to appoint fifty percent (50%) or more of the members or owner representatives of such legal entity are examples of forms of control;
- (c) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity described in (b) above directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

"Air BP Business" means all business (whether carried on by BP or AR) relating (directly or indirectly) to the supply of BP Products including (without limitation) all business carried out under or in any way related to the "Air BP" name.

"Air BP Business Day" means a normal business day for the Air BP Regional Head Office in Melbourne.

"Air BP Card" means any current card issued by BP to its customers authorising certain credit purchases.

"Airport" means the airport or airports listed at **Item 4 of Schedule 1**.

"BP's Depot" means the place where Air BP's petroleum storage and dispensing facilities are located either at the Airport or near where the Airport is located.

"BP Customers" means

- (a) authorised holders of Air BP Cards or goods orders issued or accepted by BP; or
- (b) other persons BP advises AR from time to time to be customers.

"BP's Equipment" means pumps, hoses, other fuel dispensing apparatus, machinery or any other kind of equipment property or thing made available by BP to AR in which BP has an interest that is specified in **Schedule 3**.

"BP's Intellectual Property" means the Trademarks and any copyright, know-how or trade secrets (whether written or unwritten), slogans, patents and other intellectual and industrial property rights of all kinds now or in the future belonging to or under the control of BP and used in Air BP's Business.

"BP Products" means aviation petroleum and other products supplied to AR by BP (including drums and containers where BP supplies its products to AR in them).

"Confidential Information" means all information which:

- (a) is disclosed to AR or a Specified Person (**Recipient**) (whether before or after the date of this agreement) by or on behalf of BP or any related body corporate of BP, or which is otherwise acquired directly or indirectly by the Recipient from BP, its employees, contractors or agents or any related body corporate of BP;

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- (b) relates directly or indirectly to BP, any related body corporate of BP or their past, existing or future business, operations, administration or strategic plans; and
- (c) is in oral or visual form, or is recorded or stored in a Document; and

Includes, without limitation, any information relating to the Air BP Business including, the existence of this Agreement, BP's ideas, products, software, inventions, trade secrets, Intellectual Property, know-how, customer lists and trade terms, pricing, marketing, suppliers, finances and business plans, but excludes information which, without breach of this Agreement or other breach of confidence:

- (d) is or becomes public knowledge;
- (e) the Recipient already knew or had on a non-confidential basis, before receiving the information from BP; or
- (f) has been independently developed or acquired by the Recipient.

"Document" means any report, policy, manual, business plan, financial document, record, memorandum, computer record, computer report, specification, circuit, survey, analysis, calculation, material strategic assessment or any other means by which information may be stored or reproduced.

"Event of Insolvency" means the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, administrator or voluntary administration, compromise, arrangement, merger, amalgamation, reconstruction, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, insanity or death.

"GST" means any consumption tax imposed by government which operates during the term of this Agreement or any renewal or holding over period and includes (without limitation) a goods and services tax within the meaning of the GST Law.

"GST Law" means the A New Tax System (Goods and Services Tax) Act and all related acts and any other law related to or in furtherance of a GST.

"Input Tax Credit" in relation to a supply, means a credit under the GST Law for the GST payable by the recipient in respect of the supply.

"Intellectual Property" means copyright, (including future copyright), trademarks, designs, patents, circuit layout rights, know how, software, and all other intellectual property rights, whether registered or unregistered, whether registrable or not and whether existing at the date of this agreement or created in the future.

"ITR Laws" means the applicable international trade regulation laws, regulations and orders of the European Union, United Kingdom, United Nations, United States and other applicable jurisdictions regarding export controls and economic sanctions or restrictions including, without limitation, those that prohibit or restrict the export or import of goods,

services, software and technology to or from persons, countries and entities specified therein, including the provision of services by specified persons.

"Manuals" means any aviation operation or administration manual provided by BP to AR such as the Air BP Refuelling and Quality Control Regulations, Air BP Training System Volumes 1 and 2, the Air BP Small Integrated Fuelling Operation Manual (SIFO) and Air BP Policies and Procedures (including without limiting the foregoing, sections relating to ethical business practices, health safety environment and security, drug and alcohol policy) and any additions, replacements or revisions thereof, including at the date of this Agreement the manuals specified in **Item 5 of Schedule 1**.

"Nominated Trainer" means AR or one employee of AR nominated by AR and agreed to by Air BP who will be trained by Air BP in accordance with the Manuals. This person is responsible for the delivery and documentation of training of all of AR's other employees or contractors in accordance with the Manuals.

"Normal Hours of Operation" means the hours of operation specified in **Item 6 of Schedule 1**.

"Performance Criteria" means those criteria nominated to be such by BP from time to time, the initial criteria having been provided to AR prior to signing the Agreement.

"Policies and Procedures" means those summarised in **Schedule 6**.

"Schedule" means a schedule to this Agreement.

"Services" includes all those obligations of AR set out in **clause 9** of this Agreement.

"Specified Person" means an officer, employee, contractor or agent of AR or of a related body corporate of AR who has a specific need to have access to the Confidential Information for the purpose of performing the Services.

"Recipient Created Tax Invoice" in relation to a supply, means a Tax Invoice which is permitted under the GST Law to be issued by the recipient of the supply.

"Tax Invoice" in relation to a supply, means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

"Term" means the period specified in **Item 3 of Schedule 1**.

"Third Party" means a person who is not a party to this Agreement.

"Trademarks" means such trade names, symbols, logos, designs, trademarks and service marks whether registered or unregistered, as BP shall from time to time use or have used in the Air BP Business or authorise to be used for the purposes of the Air BP Business and for the avoidance of doubt includes the trade name "Air BP" and any other names which BP uses in association with the Air BP business.

1.2 Interpretation

Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa, words importing one gender shall include the others,

references to persons shall include partnerships and all recognised forms of legal entities
References to 'Party' or 'Parties' includes a party's Affiliates.

2 APPOINTMENT OF REPRESENTATIVE

2.1 BP will acquire the services of AR to act as the representative of Air BP at the Airport for the purposes of:

- (a) handling, storing and selling BP Products; and
- (b) refuelling aircraft using BP Products,

on condition that AR does not supply the same or similar services to a competitor of BP, or supply products other than BP Products, at the Airport, unless BP gives its prior written consent for AR to do so.

2.2 AR is not BP's legal "agent" (except as set out in **clause 14**) but rather carries on an independent business on its own account. The Air BP Business conducted by AR under the terms of this Agreement may form the whole or part only of AR's separate independent business activities.

3 TERM

3.1 Subject to **clause 5** below, this Agreement will commence on the date of this Agreement and will continue for the Term, unless terminated earlier in accordance with this Agreement.

4 EARLY TERMINATION

4.1 BP may terminate this Agreement;

- (a) immediately by giving AR written notice if:
 - (i) BP considers on reasonable grounds that AR has committed a material breach of this Agreement (however if BP considers such breach does not pose an immediate danger to persons or property and is capable of being rectified BP may allow AR 7 days to rectify the breach);
 - (ii) BP considers on reasonable grounds that AR has or is about to:
 - (1) damage the reputation of BP or any other entity related to or associated with BP;
 - (2) fail to comply with any safety or quality assurance procedure or requirement set out in the Manuals or the Policies and Procedures; or
 - (3) fail to comply with **clause 10.4(c)**;
 - (iii) any lease or licence at the Airport facilitating the operation of the Air BP Business is terminated or not renewed, for any cause whatsoever; or

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- (iv) an Event of Insolvency in respect of AR occurs;
 - (v) there is, without BP's prior written consent (which shall not be unreasonably withheld), a change in control or in the directors, partners or trustees (as applicable) of AR or of any entity or person which (directly or indirectly) owns or operates the AR business;
- (b) by giving AR 30 days' written notice if:
- (i) AR commits repeated or continued breaches of its obligations under this Agreement;
 - (ii) AR fails to pay any sum due by it to BP under the terms and at the time and in the manner specified by this Agreement or other Agreement between AR and BP, and such default is not remedied within a period of 7 days after BP gives notice of that default to AR; or
 - (iii) if BP reasonably considers that AR fails to meet Performance Criteria.
- 4.2 Either Party may at any time terminate this Agreement by giving the other Party 90 days' written notice. The Agreement shall then terminate at the expiration of 90 days from the date upon which the termination notice is received by the Party to whom that notice is addressed.
- 4.3 If BP exercises a right to terminate with a notice period, BP may request AR immediately cease providing Services under this Agreement and make payment in lieu of notice. The payment in lieu of notice will comprise the set fees payable under **clause 1.3** in **Schedule 2** that would have been payable during the notice period.
- 4.4 Immediately upon the expiry or earlier termination of this Agreement, AR shall cease to use BP's Depot and BP's Equipment and shall deliver into BP's possession (in good and tidy order and condition) BP's Depot and BP's Equipment (including but not limited to BP's Intellectual Property which is in a material form), any stock of BP Products and all BP operational or transactional records.

5 HOLDING OVER

If at the end of the Term the parties have not entered into a new agreement and AR continues to carry on Air BP Business with the consent of BP, this Agreement will continue until terminated by either party giving to the other not less than 30 days' written notice to that effect. If BP terminates this Agreement under this **clause 5**, it may request AR immediately cease providing the Services and may make payment in lieu of notice. Payment in lieu of notice will comprise the set fees payable under **clause 1.3** in **Schedule 2** that would have been payable during the notice period. During any holding over, all the terms and conditions of this Agreement continue to bind the Parties. For the avoidance of doubt, BP may exercise its right to immediately terminate this Agreement during any holding over period where any of the circumstances set out in **clause 4.14(a)** apply.

6 LICENCE

- 6.1 BP grants to AR during the continuation of this Agreement a licence to enter upon BP's Depot and to use BP's Equipment for the sole purpose of AR carrying out its duties under the terms of this Agreement.
- 6.2 The rights conferred on AR in this Agreement shall not create any property interest whatsoever in or about BP's Depot or BP's Equipment. The rights of AR shall be those of a licensee only.
- 6.3 The licence conferred on AR does not provide for rights of exclusive occupation or possession and BP may at any time exercise all of its rights as owner or lessee (as the case may be) except that BP shall not prevent AR from performing its normal operations.
- 6.4 If AR has been carrying on the Air BP Business from premises in which BP does not have any interest, AR irrevocably agrees and shall ensure that following expiry or termination of this Agreement BP may at any time during normal business hours enter onto those premises and remove any property thereon in which BP has an interest (including BP Products and BP's Equipment).

7 COMPLIANCE WITH ALL LAWS AND BP'S MANUAL

- 7.1 AR shall operate BP's Depot, BP's Equipment and handle BP Products strictly in accordance and compliance with BP's Manuals and all legislation, regulations, by-laws, rules, lawful orders and directions given by any relevant authority.
- 7.2 AR shall observe BP's reasonable instructions and directions for the operation and maintenance of BP's Depot and BP's Equipment and handling BP Products.
- 7.3 AR shall not carry out any maintenance or repairs on BP's Depot or BP's Equipment without the consent of BP and shall notify BP immediately upon becoming aware of any defect in the condition or state of repair of BP's Depot or BP's Equipment.

8 USE OF EQUIPMENT

- 8.1 AR shall not use BP's Equipment or BP's Depot for the storage and/or dispensing of petroleum products other than BP Products, except as may be consented to in writing by BP or set out in a Schedule.
- 8.2 AR shall not use any other equipment for the storage and/or dispensing of BP Products, except as may be consented to in writing by BP or set out in a Schedule.
- 8.3 AR shall not hinder or impede access to BP's Depot by any other person authorised in writing by BP to have access to carry out or perform such work as BP may from time to time require. BP shall use reasonable endeavours to ensure that such access and work shall not unduly interfere with AR's duty to provide the Services.
- 8.4 If any person obtains access to BP's Depot without the express authority of BP, BP will make good any physical damage incurred subject to AR having undertaken all reasonable precautions to prevent the incident. BP will not cover any consequential loss of AR.

Should AR have failed to take all reasonable precautions AR shall make good any damage at its cost.

- 8.5 AR must comply with the following provisions when using BP's Depot or BP's Equipment:
- (a) AR shall at all times use BP's Depot and BP's Equipment and perform the Services strictly in accordance with the Manuals, quality control regulations and operating instructions advised to it by BP and otherwise as specifically directed by BP and shall not in any way charge or encumber BP's Depot or BP's Equipment;
 - (b) BP or its agents or contractors shall have the right at all reasonable times to enter BP's Depot (or any other place from which AR conducts the Air BP Business or places equipment used in that business) and to inspect such place, such equipment and all operations carried out by AR under this Agreement in order to ensure compliance by AR with the regulations, directions and instructions referred to in **clause 8.5(a)** and generally to ensure AR is complying with its obligations under this Agreement.
 - (c) The cost of maintaining and repairing BP's Depot and BP's Equipment shall be borne by the Parties as set out in **Schedule 4**, except for any costs caused or incurred directly or indirectly by the negligence or wilful misconduct of AR, its employees, contractors or invitees which costs shall be the sole responsibility of AR.
 - (d) No property or any of BP's Equipment shall pass to AR and on the expiration or sooner determination of this Agreement, BP and its representatives may enter any premises where the same may be or be supposed to be and remove and retake possession of BP's Equipment.
 - (e) AR must not move any of BP's Equipment "off air field" without BP's prior written consent.

9 PROVISION OF SERVICES - AR'S RESPONSIBILITIES

Without limitation, AR shall:

- (a) **(Supply & Deliveries)** manage supply and stock holding to ensure adequate stock is on hand to meet customer demands and promptly take delivery on behalf of BP of all BP Products delivered to AR at BP's Depot or the Airport and as may be required to deliver such BP Products promptly to BP's Customers;
- (b) **(Safeguard Products)** be responsible for the safe custody of all BP Products received by AR from or on behalf of BP and until delivered to a BP Customer. AR shall hold the BP Products on behalf of BP in accordance with instructions set out in BP's Manuals and shall on demand pay for any shortage of, damage to or other loss of such BP Products except such as are caused by BP or due to accidental fire, accidental explosion, theft by a third party (proven to the satisfaction of BP), inevitable accident or fall within the range of normal operating losses as specified by BP in writing to AR from time to time;

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- (c) **(Advise leaks)** without delay after detecting any leaking drum, tank or other container containing BP Products, or after having reason to suspect any leak of BP Products, inform the relevant officer of BP, except in the event of an emergency or potential emergency AR shall first (as the circumstances require) take all necessary and suitable remedial action before informing the relevant officer of BP;
- (d) **(Refuelling)** promptly carry out the refuelling of BP Customer's aircraft as may be required to meet contracted refuelling schedules and/or ad hoc requests;
- (e) **(Marketing)** use its best endeavours to promote and develop the Air BP business following a strategy agreed with Air BP including development of good relationships with customers and key stakeholders at the airport;
- (f) **(Pricing)** in selling BP Products on behalf of BP to BP Customers authorised to use cash or credit cards (other than Air BP Cards), charge the BP Customer the price last notified to AR by BP for the relevant BP Products, and in all sales to BP Customers ensure that all relevant procedures specified by BP are followed;
- (g) **(Credit Requirements)** supply BP Products to BP Customers only upon production of a valid Air BP Card or purchase order, as set out in the Manuals or otherwise in accordance with all relevant procedures specified by BP;
- (h) **(Cash Sales)** accept cash sales from any customers who are not BP Customers who wish to purchase BP Products from AR at the Airport ("**Cash Sales**"). Any Cash Sale must be processed as a sale from AR to the customer and not as a sale from BP to the customer. The AR must process a corresponding sale from BP to AR's own fuel account for an identical volume and identical date as the sale from AR to the customer;
- (i) **(Non-Cash Sales)** at its own discretion and risk, accept non-cash payment (such as credit card or cheque) for sales from AR to any customers who are not BP Customers ("**Non-Cash Sales**"). Any Non-Cash Sale must be processed as a sale from AR to the customer and not as sales from BP to the customer. The AR must process a corresponding sale from BP to AR's own fuel account for an identical volume and identical date as the sale from AR to the customer;
- (j) **(Receipts)** in respect of each delivery of BP Products to BP Customers complete a delivery receipt in a form prescribed by BP accurately recording the quantity, grade and batch numbers of the BP Products so delivered and retain a copy of that delivery receipt. If AR does not obtain such a receipt or record, or obtains a receipt for a quantity less than AR states was actually delivered, and the BP Customer disputes the quantity delivered then, if the dispute between BP and the BP Customer is not resolved within a reasonable time, AR shall be personally liable in respect of the disputed amount and shall make payment for that amount to BP on demand;
- (k) **(Not BP Customer)** if AR supplies BP Products to a person who is not then a BP Customer AR shall accept full responsibility for any loss which BP may suffer (other than any loss due to BP supplying AR with off-spec BP Products) and will upon demand reimburse BP for any such loss;

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- (l) **(AR's Purchases)** if AR purchases BP Products itself, AR must pay for those BP Products in accordance with the trading terms notified by BP to AR. AR shall sign a delivery receipt for each such purchase and shall record the purchase in the same manner as it would record a delivery of BP Products to a BP Customer;
- (m) **(Sales Data)** maintain a personal computer, related hardware and appropriate software suitable for use by AR for the electronic transmission of sales and stock data as required by BP. AR shall complete sales and stock administration requirements and data transfer requirements as specified in the Manuals and as specified by BP in writing to AR from time to time;
- (n) **(Accounting Records)** in respect of BP Products supplied under this Agreement AR, in accordance with BP's policies and procedures, shall:
 - (i) keep proper accounts and records;
 - (ii) at all reasonable times allow BP or its agents or contractors to inspect, take copies of and check all such accounts and records and all BP Products, and promptly supply to BP all information relative thereto as BP may reasonably require; and
 - (iii) promptly give to BP any information requested concerning the BP Products supplied to AR;
- (o) Provide the services specified in **clause 2.1** 24 hours per day, 7 days per week. Outside Normal Hours of Operation the AR will provide the Services specified within the Call Out Response Time specified in **Item 7 of Schedule 1**;
- (p) **(Training)** provide training to all employees (including full-time, part-time, casual or temporary staff including relief employees and contractors) via the Nominated Trainer in accordance with the Manuals. The AR must ensure that all employees have been properly trained and are competent prior to performing any particular task. Documentation confirming the training of all employees must be available for audit by BP. The AR must ensure that there is always a Nominated Trainer and that the Nominated Trainer is always available, upon BP providing reasonable notice, for participation in on-site and, as and when required, off-site training by BP.

10 HSSE STANDARDS AND PUBLIC IMAGE

- 10.1 AR shall ensure that it provides the Services in a manner consistent with the good reputation of BP and to the highest standards of service safety and environmental safety at all times.
- 10.2 AR agrees to operate BP's Depot, BP's Equipment and AR's business operations in a manner and to a standard that reflects favourably at all times on BP and shall avoid any course of conduct that is or might be detrimental to BP or the public image of BP, or to any of BP's Intellectual Property.
- 10.3 AR acknowledges that it, and its employees and contractors are operating in an environment that contains highly flammable and volatile substances and that the health

and safety of employees, contractors and third parties must come before other operational and commercial considerations.

10.4 In particular AR, its employees and contractors must comply with the following:

(a) **Regulatory Requirements**

All States and Territories have Acts and regulations controlling health and safety at work, the storage and handling of dangerous goods and protection of the environment ("**Regulatory Requirements**"). AR must comply with all Regulatory Requirements and ensure AR and AR's employees and contractors are aware of and comply with relevant occupational health and safety laws.

(b) **Air BP HSSE Policies and Procedures**

In some cases, Air BP Policies and Procedures will be more stringent than the Regulatory requirements. In these cases Air BP Policies and Procedures take precedence. Air BP may amend or add new Policies and Procedures from time to time. A summary of Air BP Policies and Procedures is set out in **Schedule 6**. AR, its employees and contractors must comply with Air BP Policies and Procedures.

(c) **Failure to Comply**

Failure to comply with the requirements of this **clause 10.4** could lead to termination of this Agreement under **clause 4**. In the case of breaches of protective devices and critical safety of fuel quality related procedures including those surrounding misfuelling and cross over prevention, termination of this Agreement may be immediate.

(d) **International Trade Regulations**

(i) The Parties agree that the respective Parties to this Agreement and all matters arising under it are subject to economic sanctions and export control laws of the states and jurisdictions where they operate or conduct business, including without limitation, where the Agreement will be performed ("**Trade Regulations**") and affirm that they have established and will maintain compliance programs and controls that, at a minimum, meet industry standards for compliance with applicable Trade Regulations. A Party's failure to comply with the Trade Regulations constitutes a material breach of this Agreement by that Party.

(ii) AR agrees to check the aircraft registration, the name on the aircraft and the customer name prior to refuelling to ensure all activity is compliant with applicable ITR Laws and BP's International Trade Regulations Policy ("**ITR Policy**"). Refuelling of any listed aircraft and/or companies on the International Trade Regulation Checklist ("**ITR Checklist**") is not permitted without ITR clearance in writing as required by the latest version of ANZ O24. The ITR Policy and the ITR Checklist are set out in **Schedule 6**. The Parties agree a breach of this clause will be a serious material breach of this Agreement.

11 REMUNERATION, OPERATIONAL COSTS AND GST

- 11.1 Subject to the due and proper performance and observance by AR of its duties and obligations under this Agreement, BP shall pay to AR remuneration and other benefits (if any) as set out in **Schedule 2** of this Agreement. Unless otherwise agreed by BP, such remuneration shall be credited monthly to AR's nominated bank account. All or any of such remuneration and other benefits may from time to time be varied by written agreement of BP and AR. If the Parties fail to reach agreement, either party may terminate this Agreement under **clause 4.2**.
- 11.2 All operational costs incurred by AR in the performance of the Services shall be payable by AR (unless otherwise stated herein or agreed in writing by BP).
- 11.3 If, on or after the commencement date of this Agreement, there is a major change in BP's Customer base or BP Customers' volume requirements or BP Customer schedules or other BP Customer activity relating to the services provided by AR under this Agreement such that this significantly affects the cost to AR of providing Services under this Agreement, BP shall reasonably determine the amount (if any) of any appropriate adjustments, and the implementation date of any appropriate adjustments, which should be made to AR's remuneration and other benefits payable by BP to AR under this Agreement.
- 11.4 BP shall communicate such remuneration adjustments (as determined in **clause 10.3**) in writing to AR.
- 11.5 Should AR not accept the remuneration adjustments referred to in **clause 10.3**, AR may terminate this Agreement pursuant to the provisions of **clause 4.2**. Where the Agreement is not terminated by AR, it shall be deemed that AR accepts the remuneration adjustments.
- 11.6 If, on or after the commencement date of this Agreement, any Federal, State and Territory Government levies, duties, charges or taxes (excluding taxes on income and capital gains) which are by law payable on the goods or services provided by AR or on goods or services supplied to AR are:
- (a) abolished;
 - (b) increased;
 - (c) reduced; and/or
 - (d) introduced,

and this affects the cost to AR of providing goods and services under this Agreement BP and AR will agree on the amount (if any) of any appropriate adjustments which should be made to the remuneration and other benefits payable by BP to AR under this Agreement.

- 11.7 An amount payable by a Party under this Agreement, in respect of a supply by the other Party which is a taxable supply under the GST Law, (unless expressed to include GST), represents the GST exclusive value of the supply and the recipient of the supply must, in addition, pay to the supplier the GST payable in respect of the supply.
- 11.8 A Party's obligation under **clause 11.7** to pay the GST on a taxable supply to it of goods and/or services by the other Party arises on the delivery by the supplier of a Tax Invoice for the supply. The Tax Invoice must comply with the requirements of the GST Law including the provision of the supplier's Australian Business Number.
- 11.9 If permitted by the GST Law the Parties agree that:
- (a) BP may issue a Recipient Created Tax Invoice to itself in respect of a taxable supply under the GST Law of goods and/or services by AR to BP;
 - (b) the Recipient Created Tax Invoice will satisfy AR's obligations under **clause 11.7**;
 - (c) AR authorises BP to issue a Recipient Created Tax Invoice to itself in accordance with this clause;
 - (d) AR will not itself issue a Tax Invoice in respect of a supply for which a Recipient Created Tax Invoice has been issued;
 - (e) AR acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify BP if it ceases to be registered;
 - (f) BP acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify AR if it ceases to be registered.

12 PROTECTION OF BP'S CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

12.1 Confidentiality

AR agrees that it shall only use or cause Confidential Information communicated to it or developed by it relating to the Air BP Business to be used for the purposes of this Agreement and that it shall not, except as hereinafter provided, in any way or manner make known, divulge or communicate or allow to be made known, divulged or communicated any information including Confidential Information relating to the Air BP Business in any way or manner whatsoever to any third party, other than a Specified Person, provided the Specified Person understands and agrees to be bound by the same non-disclosure obligations as AR has under this Agreement. The Parties agree that this obligation shall survive the termination or expiry of this Agreement.

12.2 Survival of Confidentiality Obligations

The obligations under this **clause 12** shall survive the expiration or termination of this Agreement and continue for a period of three (3) years after its expiration or termination.

12.3 Permitted Disclosures

- (a) Nothing in this Agreement prohibits disclosure of information which:
 - (i) is in the public domain;
 - (ii) after disclosure to a Party becomes part of the public domain otherwise than as a result of the wrongful act of that Party;
 - (iii) is received from a Third Party provided that it was not acquired directly or indirectly by that Third Party from a Party to this Agreement; or
 - (iv) is required to be disclosed by law or by order of any Court of competent jurisdiction or any statutory or government body having authority over a Party.

- (b) The terms of this Agreement may be disclosed to:
 - (i) any legal, financial and other adviser of a Party;
 - (ii) the auditor of a Party; and/or
 - (iii) any Third Party where the prior written consent of the other Party has been obtained.

- (c) AR may disclose information relating to the Air BP Business or any other information supplied by BP to such persons as is reasonably necessary for the purposes of carrying on the Air BP Business in accordance with this Agreement and shall, if reasonably required by BP, obtain from persons to whom such authorised disclosure is made a written agreement in a form acceptable to BP to treat all information supplied as confidential.

12.4 Acknowledgment and Agreement

AR hereby acknowledges and agrees that:

- (a) BP has exclusive rights to BP's Intellectual Property, the Air BP Business, and all parts thereof including without limitation all advertising matter and devices, from time to time supplied and used as part of or in connection with the Air BP Business; and

- (b) any right AR has to use any of BP's Intellectual Property arises only by virtue of this Agreement and all such rights shall terminate on the termination or expiration of this Agreement for whatever reason.

12.5 Protection of Confidential Information and Intellectual Property

AR shall upon the request of BP, and at BP's cost, do all such acts and things and enter into such deeds and documents as shall be reasonably necessary for the protection of the Air BP Business or any of the Confidential Information and BP's Intellectual Property including without limitation, entering into a confidentiality agreement or registered user agreement in such form as BP shall require permitting AR to use any of BP's Intellectual

Property. AR shall only use BP's Intellectual Property in accordance with directions given by BP, in connection with the Air BP Business or in relation to products or services which have been supplied to AR by BP.

12.6 Protection of BP's Name

AR agrees not to engage in any practice which is detrimental to the image of BP's name or the value or image of any of BP's Intellectual Property or the Air BP Business or which may tend to mislead the public in any way whatsoever.

12.7 BP's Title

(a) AR recognises BP's title to BP's Intellectual Property and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of BP in respect of BP's Intellectual Property. AR acknowledges that it has not and shall not acquire and shall not claim title to any of BP's Intellectual Property whether existing at the date of this Agreement or in the future and all rights and goodwill attaching to or arising out of such use, shall accrue to the benefit of BP. AR agrees that any improvements to existing Intellectual Property it, or its employees, contractors or agents, develops, creates or invents and / or any new Intellectual Property it, or its employees, contractors or agents, develops, invents or creates, arising out of or in connection with the provision of the Services, will be owned by BP and AR will execute any documents reasonably required by BP to confirm BP's ownership of the Intellectual Property or to otherwise give effect to this provision.

(b) BP Affiliates are third party beneficiaries of this clause 12.7 and shall enjoy and be entitled without restriction or additional consideration to all of the rights and privileges accruing to BP hereunder, provided that BP agrees that it shall remain fully responsible for the performance and fulfilment of all its obligations set out in this Agreement.

(c) This **clause 12.7** survives termination of this Agreement.

12.8 No Use of Similar Marks

Save as provided in this Agreement AR shall not without the prior written consent of BP:

(a) use at any time either during the Term or after its expiry or termination anywhere in the world, any trademarks, trade names or labelling or packaging designs which incorporate, or which substantially resemble, or are deceptively or confusingly similar to any of BP's Intellectual Property; and

(b) use or register any company name or business name anywhere in the world during the term of this Agreement or after its expiration or termination which incorporates any of BP's Intellectual Property or any variation of the same or which is substantially identical therewith or confusingly or deceptively similar to the same.

12.9 Infringement

In the event that any infringement of the rights of BP in any of BP's Intellectual Property comes to the notice of AR during the term of this Agreement, AR shall promptly notify

BP in writing and if requested by BP shall take such steps as BP may deem necessary with respect to the infringement or otherwise for the protection of BP's rights.

12.10 Third Party Rights

In the event that it comes to the notice of AR during the term of this Agreement that use of one or any of BP's Intellectual Property infringes or allegedly infringes the rights of others, AR shall not make any admissions or enter into any settlement or take any substantive step in connection therewith but shall promptly notify BP in writing.

13 BP CUSTOMER LISTS

For the avoidance of doubt AR agrees that all lists of BP Customers and other related details whatsoever now and in the future are and will always remain the Intellectual Property and Confidential Information of BP.

14 NO PARTNERSHIP

14.1 Nothing contained in this Agreement shall create a relationship of partnership or employment. No employee or agent of AR shall be or be deemed to be an employee of BP. AR shall not have any right or authority to bind BP in any way except as expressly authorised by BP in writing (either pursuant to this Agreement or elsewhere).

14.2 Notwithstanding any other provision of this Agreement, AR agrees that it is not and shall not claim to represent or be deemed to be the agent of BP except for the limited purpose of the sale, handling, storage or distribution of aviation petroleum products as required for sales to BP Customers. In all other respects, AR carries out the Air BP Business as an independent contractor engaged in its own business.

14.3 AR shall not make or cause to be made any statement or declaration or do anything which may prejudice BP's ability to prosecute or defend any claim brought on behalf of or made against AR or BP by any party or person arising out of or in connection with the carrying out of AR's duties under the terms of this Agreement.

15 INSURANCE

15.1 Notwithstanding any prior representations understandings or agreements (if any) relating to the provision by BP of insurance coverage, or assistance of facilitation in relation thereto, the only obligations responsibility and liability of BP in respect of insurance are those which are set out in this **clause 15** (or in **Schedule 5**), and AR shall assert no others unless set out in writing signed by the parties subsequent to the date of this Agreement.

15.2 In no case shall AR obtain any benefit stemming from an insurance policy of BP's which is not available to BP under that policy. The extent of coverage made available to AR (if any) under this Agreement is, at most, back to back with or no more extensive than that available to BP itself under the relevant policy.

- 15.3 This **clause 15** shall be implied into any subsequent written agreement between the parties with respect to insurance (if any) unless this **clause 15** is expressly referred to and negated in such subsequent written agreement.

16 FORCE MAJEURE

- 16.1 No failure by BP to perform or comply with any provisions of this Agreement or delay in performing or complying with any provisions of this Agreement (except in relation to obligations for the payment of money) shall give rise to a claim against BP or cause BP to be in breach of this Agreement if the failure or delay has been caused by any of the following:

- (a) a shortage of supplies of petroleum products or BP Products due to a cessation of, reduction in or interference with the availability of transportation from any of BP's sources of supply of crude petroleum or aviation fuels wherever situated;
- (b) a strike, boycott or industrial action or dispute;
- (c) an action in compliance with any Act, regulation, ordinance, by-law or permit, or with any lawful direction, order or request of any responsible authority or court;
- (d) any computer program or computer processor failure; or
- (e) any other cause whatsoever reasonably beyond the control of BP.

- 16.2 If due to any cause referred to in **clause 16.1**, BP's stocks of BP Products from which AR is usually supplied are at any time insufficient to meet all requirements for the particular BP Product, then during the period of insufficiency of stock BP shall be entitled to withhold, reduce or suspend any deliveries of BP Products to AR to the extent BP in its discretion considers necessary and BP shall not be bound to acquire additional quantities of the BP Products concerned from other suppliers or from other BP facilities or depots.

17 ASSIGNMENT

AR shall not assign its interest or any part of its interest in this Agreement.

18 WAIVER

No failure or partial failure by BP to enforce any of the provisions hereof shall be construed as waiving or partially waiving any such provision and no act on the part of BP shall be deemed to be a waiver or partial waiver of any of the provisions hereof or be deemed to be valid or binding upon BP unless made in writing and signed on behalf of BP by a person duly authorised by BP.

19 NOTICES

Any notices to be served upon a Party shall be sufficiently served on that Party if in writing and hand delivered or sent to by post with postage paid to the address of that Party as set out in this Agreement or such other address last notified in writing to the

other Party, or sent by facsimile or email to the last notified in writing facsimile number or email address.

A notice sent:

- (a) by express post is taken to be received on the second Business Day after posting;
- (b) by prepaid ordinary post, is taken to be received on the sixth Business Day after posting;
- (c) by facsimile is taken to be given when BP's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number;
- (d) by email, is taken to be given one hour after the notice is sent, unless the sender's machine receives a delivery failure notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm of a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

20 INTEREST AND SET-OFF

If AR fails to pay to BP any sum of money due to BP upon demand, then without prejudice to BP's right to take any other action, BP may require AR to pay interest on the outstanding amount at a rate up to the rate charged from time to time by BP's current bankers on credit card accounts from the due date or the date of the demand until the date upon which the amount is paid in full and BP may set-off that overdue amount (including interest) against any sum due to AR from BP (whether arising under this Agreement or not).

21 ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the complete understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions or representations. No modification or amendment to this Agreement shall be valid or binding upon the Parties unless such modification or amendment is in writing and signed on behalf of each of the Parties hereto by a duly authorised person. No draft of this Agreement shall be used in or effect the construction of this Agreement.
- 21.2 AR acknowledges that in entering into this Agreement, it does not rely on any warranty, representation or statement made by or on behalf of BP and that BP has made no representations or assurances in relation to the likely income or sales volumes that may be expected hereunder.

22 GOODWILL

AR will not acquire any goodwill in the Air BP Business during the term of this Agreement. Such goodwill shall remain the property of BP.

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This Agreement is dated [insert date].

SIGNED for and on behalf of)
BP Australia Pty Ltd by its duly)
authorised officer


.....
Mark Stephens – Network Operations Manager - West

in the presence of:


..... Witness

A SHAW Name of Witness (print)

EXECUTED by [insert company name of Supplier]

ACN: [insert Supplier's ACN]

in accordance with Section 127(1) of the Corporations Act 2001

.....
Signature of director

.....
Signature of director/company secretary
(Please delete as applicable)

.....
Name of director (**print**)

.....
Name of director/company secretary (**print**)

Air BP Office Use Only – DoA					
Airport:					
Name:		Signature:		Date:	

SCHEDULE 1

1. Airfield Representative: <i>Insert company name, ABN and address</i>	Shire of Meekatharra Cnr Main Street and Savage Street MEEKATHARRA WA 6642 ABN: 12 467 571 602
2. Date of this Agreement:	1 st June 2019
3. Term of this Agreement:	36 months (3 Years)
4. Airport:	Meekatharra Airport
5. Manuals:	Air BP Airfield Representative Administration Guide Air BP Small Integrated Fuelling Operation Manual (SIFO) SIFO Records Manuals Emergency Procedures Manual HSSE Policies manual (issued as Technical Bulletin)
6. Normal Hours of Operation:	Monday to Friday 7:00am to 5:00pm
7. Call Out Response Time:	20 minutes (when outside of normal hours of operation)

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SCHEDULE 2
REMUNERATION

1. REMUNERATION

1.1 A fee in cents per litre on the following BP Products provided via approved Bulk deliveries into aircraft:

PRODUCT	FEE (cpl)	APPLICATION (e.g. customer specific, generic, location or other limitations)
JET A1 (fee 1)		
JET A1 (fee 2)		
JET A1(fee 3)		
JET/FSII		
AVGAS (fee 1)		
AVGAS (fee 2)		
Piston Lubricants		
Turbine Lubricants		
Other (specify)		
Other (specify)		

NOTE: Adjusted or new fees shall be notified in writing to AR and shall be recorded and implemented in the BP electronic system for payment of such (commission) fees.

- 1.2 A fee in cents per litre on the following BP Products provided via approved Bulk deliveries:

PRODUCT	FEE (cpl)	APPLICATION (e.g. customer specific, generic, location or other limitations)
JET A1 (fee 1)		
JET/FSII		
AVGAS (fee 1)		
Other (specify)		

NOTE: Adjusted or new fees shall be notified in writing to AR and shall be recorded and implemented in the BP electronic system for payment of such (commission) fees.

- 1.3 Fixed Sum Payment(s):
- a) The sum of of **A\$6,666.67 per month (A\$80,000 per annum)** in **advance** being a fixed sum for airfield representative duties.
2. **OTHER BENEFITS** (if applicable)
3. **CALL OUT SERVICES** (if applicable)

SCHEDULE 3

BP'S EQUIPMENT: APPROVED EQUIPMENT

1. EQUIPMENT FOR THE STORAGE OR HANDLING OF AVIATION PRODUCTS

All equipment located within the depot(s) used directly or indirectly for the storage and handling of aviation products is the property of BP unless specified below as being the property of AR.

BP and AR shall ensure any AR owned storage and handling equipment approved for use by Air BP is listed in this Schedule at the commencement of this Agreement. AR shall nominate to BP, for BP's approval and addition to this list, any items AR requests be added to the list. **Only equipment approved by BP shall be added to this list and used for the storage or handling of aviation products.**

Item	Description of Asset	Date (added to this schedule)
1		
2		

2. OFFICE OR ANCILLARY EQUIPMENT

Essential office furniture, soft furnishings, white goods and any radio communications equipment are typically supplied by BP. AR however may supplement the basic fit out with further items of furniture, specific additional office white goods and minor kitchen/entertainment items. Additionally AR shall typically supply IT and computer equipment (PC, printer, modem).

BP and AR shall complete this list of AR owned office equipment at commencement of the Agreement and AR shall advise BP, for addition to this list, any items AR requests be added to the list.

Item	Description of Asset	Date (added to this schedule)
1		
2		
3		
4		

NOTE: Items can be generically listed for simplicity.

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SCHEDULE 4
APPORTIONMENT OF
DEPOT AND EQUIPMENT COSTS AND EXPENSES

BP provides for all repairs and maintenance costs to equipment owned by BP.

BP provides for the following operating costs: leases, electricity, fees and licences related to the storage and dispensing of petroleum products (excluding those relating to personnel driving or dangerous goods licences), provision of BP related sales documentation, for consumables related to aviation specific equipment (e.g. aviation fuel filters, hoses and fittings) and for petroleum fuel required for vehicle operations.

Where the costs for any AR uniforms and items of personal protective equipment (except safety boots which shall be an AR cost) are not specifically accounted for in AR remuneration then these shall be at BP's cost. Where AR remuneration includes an allowance for these items then the cost for these items shall be at AR cost.

AR provides for all labour costs related to the services for which the AR is responsible (refer Clause 8) and associated personnel costs. This includes this cost of leave relief and any long term entitlements for AR employees.

AR provides for cost of training of AR employees by AR (Nominated Trainer) and for training courses required for completion of AR employee tasks. AR also pays all costs of obtaining business licences including without limitation, dangerous goods licences and vehicle driving and operating licences.

Where specific off-site training (e.g. AR conferences or training workshops) incurs significant costs to AR through travel and/or accommodation, BP may, at its discretion, provide for a percentage of the costs to be determined by BP.

AR provides for consumables not related to aviation specific equipment (e.g. office consumables) and for all administration and sundry expenditure costs related to AR's business.

AR provides for all communications costs relating to phones and communications (fixed and mobile) with the exception of communications costs associated with the dedicated modems for cardswipe communications or other specifically agreed communications costs.

AR provides for all costs associated with internet services (including, but not limited to, internet access, support costs and ongoing communications/connection costs). AR provides for all computer and related information technology costs required for electronic data transfer with BP.

Note: such computer and internet costs will result from AR's obligations under **clause 9m**).

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SCHEDULE 5

BP'S INSURANCE AND AR

The provision of insurance cover to AR shall be limited to that provided by the Air BP insurance policies referenced in this Agreement.

No insurance coverage shall be provided for business activity conducted by AR unrelated to this Agreement. Such unrelated activities may include activities such as, but not limited to, AR's off-airfield sales of petroleum product, aircraft cleaning, directing aircraft movements, completion of aircraft wing fuel drains or aircraft airframe/engine servicing and maintenance.

AR shall be wholly responsible for any additional insurance AR deems necessary.

BP, at its discretion, maintains two public liability insurance policies relevant to AR Agreement.

1. Air BP Global Insurance Policy: Policy Reference No. C19/BPET/00010

- A copy of the policy as at the time of the commencement of this Agreement is attached in Schedule 5.
- As set out in Clause 14.2 of AR Agreement, AR acts as an agent for BP for the purpose of the sale, handling, storage or distribution of aviation petroleum products as required for sales to BP Customers.
- Subject to the terms of the policy, AR acting as an agent for BP is an insured party under this policy.

2. Air BP Australia Insurance Policy on behalf of AR: Policy Reference No. Air BP Certificate of Currency (ARs)

- A copy of the policy as at the time of the commencement of this Agreement is attached in Schedule 5.
- In this Policy the "Insured" means AR.
- The Policy has specific limitations and AR shall be responsible for assessing the extent to which this policy provides adequate insurance cover to AR.

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The following communication provides a copy of the above policies and further explanation of how they collectively provide a level of insurance cover to Air BP Airfield Representatives.

To: **All Air BP Airfield Representatives**

Cc: Air BP Network Operations Managers & Air BP Operations team

Re: PUBLIC LIABILITY INSURANCE

Please note that the following two Air BP Public Liability Insurance Policies have been renewed and the Certificates of Insurance are attached.

The **Global Air BP Policy: Reference No. C19/BPET/00010**

The **Australian Air BP AR Policy: Reference No. Air BP Certificate of Currency (ARs)**

As there is often confusion over the cover and application of these policies I have summarised below how these policies collectively provide a level of Insurance cover to Air BP Airfield Representatives (AR's) in Australia.

Please note that this summary is not a full and detailed explanation of the policies and that ultimately it is for each AR to determine their own requirements in regards to risk and insurance.

Additionally, AR's should recognise that insurance does not replace normal risk management practices, both Air BP and all Airfield Representatives need to continue to operate to high standards set out in Air BP's operational procedures and always 'behave as if uninsured'.

The aviation liability insurance policies available are:

AIR BP'S GLOBAL POLICY:

BP's global aviation liability policy covers BP and anyone working for or on behalf of BP where BP is contractually or legally obliged to accept liability for the refuelling activity.

For example, the BP global policy will cover the Airfield Representative, where the Airfield Representative is acting as BP's agent, or refuelling aircraft for BP's customers (and other JV participant customers at BP operated JVs).

BP's global insurance policy does *NOT* cover the Airfield Representative when the Airfield Representative is selling BP fuels to non-BP customers (e.g. an AR's own customer) other than any liability attaching to BP arising from this activity (i.e. BP supplying the Airfield Representative with off spec or contaminated fuel).

The Airfield Representative's liability arising from this activity (of selling BP's fuel to non BP customers) is covered under a separate policy, see below.

BP's Global Aviation Liability policy limit is USD 1 billion.

AUSTRALIAN AIRFIELD REPRESENTATIVE (AR) POLICY:

A second Aviation Liability Insurance policy is also arranged, which covers the AR's when selling BP's fuel to the Airfield Representatives customers. However, it would *NOT* cover the AR if the AR was selling non BP fuels (i.e. fuels not purchased from BP).

This policy has a USD 50 million limit.

This policy is taken out by the Air BP Melbourne office in BP Australia's name but the "Insured" are all of Air BP's Australian AR's. The policy automatically includes new AR's that may commence operations within the policy period.

Key Policy conditions are:

1. **Operations maintained to Air BP standards.** The AR must complete re-sale operations using the same Air BP operational standards required for Air BP sales. That is, following the same overall operational and HSE processes and procedures. This is a basic risk management requirement for the benefit of all parties.
2. **Using Air BP Equipment.** The Airfield Representative must complete all BP and re-sale operations using Air BP equipment, to ensure the continuity of BP's high operational standard.

OTHER IMPORTANT POINTS

A standard **Hangar-keepers Premises Liability clause** is included in the Australian AR Policy. Inclusion of this standard clause potentially covers liabilities arising from AR's customers or other third parties associated with the AR, from being on the premises.

Off airfield activities that AR's may perform, e.g. Air shows and other off airfield refuellings, can be covered by the aviation liability policies (subject to normal policy conditions), but any such instances of off airfield activity requires prior authorisation by Air BP.

NO INSURANCE COVERAGE

Neither aviation policy above provides cover for an Airfield Representative when he is selling non-BP fuels. If an Airfield Representative engages in this activity he must arrange his own Aviation Liability Insurance coverage

Neither aviation policy above provides cover for any aviation activity which is not related to refuelling, for example aircraft towing, aircraft cleaning, baggage handling or security services, etc. If an Airfield Representative engages in this type of activity he must arrange his own aviation liability insurance coverage.

Please feel free to contact me should you have further enquiries.

Geoff Dunne
Air BP Commercial Operations Manager, Aust
Ph: (03) 9913 2645
Email: Dunnegm@bp.com

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CERTIFICATE OF INSURANCE



Marsh Ltd
1 Tower Place West, Tower Place,
London EC3R 5BU
(Registered Office)
Registered in England and Wales No. 1507274
+44 (0)20 7357 1000 Fax +44 (0)20 7929 2705
www.marsh.com

1st May, 2019

Reference No. C19/BPET/00010

TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of BP P.L.C. and/or associated and/or affiliated and/or subsidiary companies as in existence or hereafter created or acquired, jointly and severally for their respective rights and interests (hereinafter called the "Insured")

The Insured's legal liability arising out of, incidental to or in connection with their aviation operations for a Combined Single Limit (bodily injury/property damage) of USD 1,000,000,000 any one Occurrence but in the annual aggregate in respect of products liability. The above mentioned coverage is subject to the War Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B.

EXCESS: The policy is subject to an excess of USD 5,000,000 each claim.

Geographical Limits: Unrestricted.

Including the operations of the Insured in Australia.

It is further certified that Insurers have applied the Date Recognition Exclusion Clause - AVN 2000A and have agreed to provide limited "writeback" of coverage in respect thereof in accordance with the Date Recognition Limited Coverage Clause AVN 2002A, as applicable.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative contract number(s), as held on file by Marsh Ltd, effective for the period from 1st May, 2019 to 30th April, 2020, both days inclusive, Greenwich Mean Time.

Please note that the coverage evidenced herein and the payment of any claims under such coverage shall not contravene any applicable embargo or sanction, breach of which would render such coverage or payment unlawful.

Marsh Ltd is authorized and regulated by the Financial Conduct Authority for insurance mediation activities only.



Reference No. C19/BPET/00010



This certificate shall be governed by and shall be construed in accordance with English Law.

A handwritten signature in black ink, appearing to read 'S. M. ...'.

Authorised Signatory

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**MARSH ADVANTAGE
INSURANCE**

Air BP
Level 17
717 Bourke Street
Docklands
Melbourne, VIC 3008

Doug Williamson
Authorised Representative

Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
One One One Eagle Street
Level 13, 111 Eagle Street
GPO Box 2743
Brisbane QLD 4001
Tel 61 7 3115 4579 Fax 61 7 3115 4557
Sandra.Bentley@marshadvantage.com.au
www.marshadvantage.com.au

16 April 2019

To Whom It May Concern,

**CERTIFICATE OF CURRENCY
AVIATION LIABILITY INSURANCE**

INSURER: AIG ASIA PACIFIC INSURANCE PTE LTD | POLICY NO: F1853000674MP

The attached Certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy listed. It is provided as a summary only of the cover provided and is current only at the date of issue.

For full particulars, reference must be made to the current policy wording.

Yours faithfully,



Doug Williamson
Client Service Consultant
Dawn Insurance Brokers Pty Ltd
Authorised Representative No: 1269310 of Marsh Advantage Insurance (AFSL 238369) ABN 31 081 358 303

Marsh Advantage Insurance treats your personal and private information in accordance with the Australian Privacy Act 1988 (Cth). Our Privacy Policy is accessible via www.marshadvantage.com.au.

YOUR INSURANCE ADVANTAGE 

 **MARSH & McLENNAN
COMPANIES**

AVIATION LIABILITY INSURANCE

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance with International Markets in the name of BP Australia Pty Ltd (The Policyholder) on behalf of Air BP appointed Airfield Representatives jointly and severally for their respective rights and interests (hereinafter called 'The Insured').

Cover under this policy will be in respect of the Insured's aviation operations in connection with the supply of Air BP fuel to the Airfield Representatives customers using the Airfield Representatives invoicing, whilst operating in Australia against the following risks and up to the limits stated:-

LEGAL LIABILITIES to third parties arising out of or in the connection of refueling, defueling and lubrication of Aircraft, including Hangarkeepers exposure for a Combined Single Limit (bodily injury, property damage) of USD50,000,000 any one occurrence and in respect of Products Liability the annual aggregate is Limited to USD100,000,00. Coverage includes damage to third party Aircraft by the Insured's refueling vehicles and/or refueling facilities.

Coverage also includes Extended Coverage Endorsement AVN52G (War & Terrorism) Aviation Liabilities to full policy limit.

Subject to:-

1. a deductible in respect of property damage of USD 5,000 each and every loss;
2. operations maintained to Air BP standards using Air BP equipment.

It is further certified that Insurers have applied the Date Recognition Exclusion Clause - AVN 2000A and have agreed to provide limited "writeback" of coverage in respect thereof in accordance with the Date Recognition Limited Coverage Clauses AVN 2001A and AVN 2002A, as applicable.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy No F1853000674MP, which is effective for the period 12 months from 00.01a.m. 30th April 2019 to 00.00pm 29th April 2020 both days inclusive at the address of the Insured.

The coverage provided shall not contravene any applicable United Nations sanctions.



Authorized Signatory

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SCHEDULE 6

POLICIES AND PROCEDURES SUMMARY

1.1 Introduction

When arriving at the Air BP site, all employees, contractors or visitors must identify themselves to AR or AR designate, so they are aware of the employee or contractor's presence at the site and can ensure a site induction is performed as per AR's induction procedure. Where required airport ID passes shall be worn at all times on the Airport and visitors shall be required to wear visitor passes.

1.2 Smoking

Smoking and naked flames are not permitted on site including offices, within Air BP vehicles or on Airport operational areas at any time.

1.3 Mobile Phones

Use of mobile phones can be a significant hazard within the depot while completing refuelling activities. Air BP has a detailed policy covering the use of mobile phones and two-way radio systems. AR is expected to ensure all AR employees understand and comply with this policy.

1.4 Drugs and Alcohol

The illegal or unauthorised possession, consumption, sale or being under the influence of alcohol or illicit drugs whilst on Air BP sites is prohibited. AR shall ensure that any persons under the influence of such substances shall be immediately removed from the site. Air BP's drug and alcohol policy shall be enforced by AR for all AR employees. AR is expected to assist Air BP enforce this policy on any contractors or third parties entering the site.

1.5 Personal Protective Equipment (PPE)

AR and AR employees must wear PPE in accordance with the Air BP PPE Policy while engaged on activities related to Air BP:

- (a) Neck to toe clothing is required at all times when engaged on Air BP activities.
- (b) Safety boots are required at all times when engaged on Air BP activities.
- (c) Hearing protection is required when operating in noisy environments such as in the vicinity of aircraft with engines or APU's running.
- (d) Gloves must be worn when performing tasks or activities where contact with fuel products, hazardous chemicals or temperature extremes.
- (e) High visibility vests must be worn at all times in the depot yard and on Airport operational areas.
- (f) Protective goggles or glasses must be worn when performing tasks or activities where contact with fuels products or hazardous chemicals is possible. At all times within the depot area of refuelling operation, safety eyewear is required.

1.6 Protective Devices

AR shall ensure that no protective devices are over-ridden. "Protective devices" includes systems such as deadman controls, overfill protection systems and grade selective devices.

1.7 Misfuelling and Crossovers

AR shall ensure that all Air BP protective measures and operational practices are fully complied with in order to prevent the fuelling of aircraft or loading into storage tanks, fuelling vehicles or fuelling systems of an incorrect grade of fuel.

1.8 Driving

AR shall ensure that:

- (a) All employees whose work includes driving light and/or heavy vehicles hold a relevant and valid/current licence for that class of vehicle, including a dangerous goods licence for all drivers of dangerous goods licensed vehicles and an Airport airside driving permit/approval where required by the Airport.
- (b) All employees whose work includes driving light and/or heavy vehicles have received Air BP training in defensive driving techniques and fatigue management by attending an Air BP arranged training course or via a CD/DVD training course as agreed with the relevant Air BP NOM.
- (c) Seat belts are functioning correctly and worn by the driver and all passengers at all times the vehicle is being driven.
- (d) Mobile phones are not used unless the vehicle is safely parked.
- (e) AR is expected to implement and support the full implementation of Air BP's Driver Safety Standard.

1.9 Environment

AR shall ensure all product handling activities are performed carefully and without spillage of aviation fuel products. Any spills or leaks shall be reported immediately, cleaned up promptly and arrangements made to ensure prompt repairs of any items that may develop leaks.

1.10 Training

AR to ensure that all AR employees are appropriately trained to perform all tasks and work activities they are requested to perform, in accordance with Air BP training requirements. Records of all training shall be retained on a file by the AR as stipulated by Air BP. AR is expected to fully support Air BP training programs including participation in training workshops, on Airport training and external training courses identified by Air BP as required to ensure AR and AR employees are fully competent to complete all work activities.

1.11 Work Permits

AR and its employees are not to conduct any work on site that may require a work permit (e.g. Hot Work, Work at Height or Electrical Works) other than cold works under a Cold Work Checklist if AR has been trained and approved to issue these.

1.12 Site Safety Regulations & Emergency Procedures

AR must ensure that all AR employees, contractors and visitors observe all the safety regulations and the emergency procedures in operation at the site and applicable to the Airport.

1.13 Control of Work

Air BP has a detailed standard for the control of all routine and non routine operational and maintenance work. Key aspects of this standard are use of Air BP permitting systems, lock out tag out procedures, hazard identification, risk assessment, job task analysis and management of contractors. AR is expected to ensure compliance of AR and AR employees to this standard and to comply with the requirements of the standard as they apply to AR where BP contractors are performing work on BP assets at Airport sites.

PART 2: ON SITE SAFETY

2.1 Emergency Procedures

AR must ensure that all AR employees, contractors and visitors are familiar with the Site Emergency Procedures by effective site induction under the Air BP Site Induction Policy. AR is responsible for keeping the site and contact details in the Emergency Manual up to date and for implementing those aspects of local response to emergency situations under the direction of the relevant Air BP NOM.

2.2 Emergency Situation

In the event of an emergency situation AR is responsible for initiating Air BP's emergency procedures in accordance with the established emergency procedures for that site.

2.3 Incident Reporting

Any incidents, accidents or near misses involving AR, AR employees, contractors or visitors must be reported immediately by phone to the Air BP NOM, escalating as necessary to ensure Air BP is aware of the situation and able to respond promptly. The escalation process is defined in the Emergency Manual.

2.4 HSE Programs

AR is expected to implement and fully support safety programs as required by Air BP. Specific examples include existing programs such as near miss reporting and manual handling and misfuelling prevention. Additional programs shall be implemented and supported by AR as identified by BP.

PART 3: HAZARDS

Airports and Airport fuel depots are busy places to work often having high levels of aircraft, vehicle and pedestrian movements. It is essential for AR employees and contractors to be constantly aware of this traffic and safeguard themselves when moving about the site by being alert and observant, recognizing potential hazards and reacting to them appropriately.

Potential hazards could include:

- (a) Fire and explosion
- (b) Injuries
- (c) Equipment failure/damage
- (d) Security breaches
- (e) Slips, trips or falls
- (f) Being hit by an aircraft or vehicle
- (g) Being ingested into a jet engine or struck by the propeller of a propeller driven aircraft. No go zones are defined around the intake and thrust areas of aircraft engines. Propellers are difficult to see when operating.

People attending a site must adopt a responsible attitude when carrying out their duties. This contributes to good customer relations as well as personal safety.

- (a) Walk, do not run and ensure priority is given to safe completion of the tasks.
- (b) Never indulge in horseplay or inappropriate behavior.
- (c) Perform all tasks safely and request guidance or training when uncertain.

3.1 Hazardous Area and Ignition Sources

Each Airport depot has designated areas that are classified as hazardous zones. "Hazardous Zones" are those areas where an accumulation of fuel vapours might occur in sufficient concentration to form a flammable mixture. A hazardous zone can be one that is normally safe, but has become hazardous due to some performance or operation. For AR's, the whole Airport depot and the apron area should be treated as a hazardous zone unless certain areas (e.g. office) are specifically designated by Air BP as being outside the hazardous zone.

None of the following ignition sources is allowed in any other area other than ones clearly designated as being outside the hazardous zone and are only used outside the hazardous zone in compliance with hazardous zone rules as agreed with AR:

- (a) Mobile phones, pagers, cameras and recording equipment and any other electronic/battery operated equipment are not permitted or to be used in the depot area or in the vicinity of aircraft fuelling operations.
- (b) Any electronic items operated via mains power within the depot office must have a current electrical test label.

3.2 Product and Chemicals - Safety

Contamination of clothing or skin must be attended to immediately. Fuel products are not only toxic and an irritant, the vapours can have a narcotic effect that may affect a driver.

Air BP's site Emergency Procedures Manual has copies of the MSD's for all chemicals/products held on site. AR's are expected to ensure they are aware of the immediate actions to take in the event of any ingestion or contact on skin, clothing or inhalation of these products. AR's must ensure all AR employees are aware of the properties of BP Products and other chemicals on site.

3.3 Slips, trips and falls

Slips, trips and falls generate significant risk to Air BP Operators. AR shall comply with the Air BP working at heights policy and ensure all AR employees are aware of Air BP's requirements for working at heights.

In particular AR shall ensure the appropriate use of, checking of and replacement of ladders used for aircraft refuelling and other tasks.

3.4 Manual Handling and Lifting

Manual handling or moving objects causes about one in three injuries in the workplace. There are some basic preventative measures and AR shall ensure these are taken to minimise these injuries:

- (a) Never attempt to lift or move anything, which you consider too heavy or bulky.
- (b) Ask for assistance when necessary.
- (c) Always make sure that the path of carry is clear of all obstacles.
- (d) When lifting make your legs do the work. Bend your knees, not your back.
- (e) Where possible use mechanical means to move the object.
- (f) AR is expected to ensure all AR employees are physically capable of performing the tasks required.

3.5 International Trade Regulations Policy

AR is required to ensure the application of the most recent issue of the Air BP Procedure ANZ O24 for all refuellings, using the most recent issue of the Air BP ITR Checklist. These requirements are designed to ensure compliance to BP Group Trade Regulations policy.

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SCHEDULE 7
SPECIAL CONDITIONS



Special Conditions Apply Yes / No * Delete whichever is not applicable

Details of Special Conditions:

NOTE: Include reference to any Joint Venture (JV), Hired Carrier or other Air BP responsibilities and special conditions related to AR Agreement.

END OF AGREEMENT

9.4 COMMUNITY DEVELOPMENT

Title/Subject:	SMALL WHEEL PARK PROJECT BUDGET	
Agenda/Minute Number:	9.4.1	
Applicant:	Nil	
File Ref:	RFT 17/18 - 3	
Disclosure of Interest:	Nil	
Date of Report:	15 July 2019	
Author:	Roy McClymont Chief Executive Officer	
Senior Officer:	Roy McClymont Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider making a 2019/20 budget allocation to enable the Small Wheel Park facility to be completed.

Attachments:

Nil

Background:

At its May 2019 ordinary meeting, Council considered a budget amendment for the 2018/19 year for the completion of the Small Wheel Facility and also considered the 2019/20 budget.

There is currently no specific 2019/20 budget for completion of the Small Wheel Park capital project.

Comment:

The following items are considered necessary to fully complete the Small Wheel Park and surrounds:

- Reconstituted limestone retaining wall; seal and apply anti-graffiti coating
- Backfill to retaining walls, level surrounds as required and improve and compact batters around concrete structure
- Clear surrounds of moveable rocks
- Prepare western end batter for concrete
- Concrete western end batter
- Repair and paint existing shade shelter
- Reinstall shade shelter
- Reinstall (raise) 2 x bench seats
- Contingencies

Therefore the total estimated maximum cost to complete the project is \$57,000

Costs to complete the additional 80 metre retaining wall, which is separate from the Small Wheel Park project, have been included above and amount to an estimated \$7,000.

Convic have made a claim for a variation to the contract to cover additional costs for carting fill to the site. Contingencies have been provided to cover this and any other minor overruns or over sights.

The Small Wheel Park Project Reference Group may provide further information, a revised budget and/or recommendations to Council.

Consultation:

Dave Macdonald - Project Officer

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Any amendment to the 2019/20 budget will be included in the first full budget review.
The final 2018/19 budget for the Small Wheel Park (Excluding the extra 80 meter wall) was \$435,000 with expenditure expected to be \$436,400 (Convic contract plus “U” shaped retaining wall).

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority (budget amendment)

Officers Recommendation:

That Council amend the 2019/20 capital budget (GL 4015 - Lions Park) to \$57,000 to provide for the full completion of the Small Wheel Park and surrounds.

Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr AJ Binsiar

That Council amend the 2019/20 capital budget (GL 4015 - Lions Park) to \$57,000 to provide for the full completion of the Small Wheel Park and surrounds.

That Council amend the 2019/20 operational budget (GL 3625 – Activities Rec Officer) to include \$3,330 for Skateboard (WA) clinics.

**CARRIED 5/1
BY AN ABSOLUTE MAJORITY**

Cr DK Hodder requested that his vote against the motion be recorded.



Reason for Council Resolution Differing from Officers Recommendation:

Council accepted the amended additional recommendation from the Small Wheel Park Reference Group to enable clinics for safe use of the facility to be conducted as soon as possible.

9.5 HEALTH BUILDING AND TOWN PLANNING

Nil

9.6 WORKS AND SERVICE

Title/Subject:	YOOOTHAPINA AND MT CLERE ROAD – RESTRICTED ACCESS VEHICLE NETWORK AMENDMENT REQUEST
Agenda/Minute Number:	9.6.1
Applicant:	Big Bell Gold Operations/Main Roads WA
File Ref:	RD 001 & 76
Disclosure of Interest:	Nil
Date of Report:	22 June 2019
Author:	Roy McClymont Chief Executive Officer
	 <i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider a request from Main Roads WA/Big Bell Gold Operations to amend the Restricted Access Vehicle (RAV) rating on Mt Clere and Yoothapina Roads.

Attachments:

Emails and information from Main Roads WA/Big Bell Gold Operations
Copy of RAV network TD 5.3 vehicle category

Background:

Big Bell/Westgold have a recent history of hauling bulk ore on Ashburton Downs Road.

There have been minimal problems with these programs in the past and Westgold have been cooperative in terms of preserving the integrity of the road during haulage programs.

Comment:

Meekatharra – Mt Clere Road is currently rated Tri Drive Network 5.1 with the following conditions:

Max Speed: 30 km/h below posted speed limit

Conditions: No operation on unsealed road segment when visibly wet, without road owner's approval.

Yoothapina Station Road is currently rated Tandem Drive Network 9.1 with the following conditions:

Max Speed; 30 km/h below posted speed limit

Conditions; No operation on unsealed road segment when visibly wet, without road owner's approval.

RAV TD 5.3 is the highest available RAV rating. Very few Local Government roads in WA have this rating. Three roads in the Meeka Shire are rated as Tri Drive TD 5.3. They are Plutonic Mine Road, Sylvania Road and Ashburton Downs – Meekatharra Road from 0 to 70 SLK.

The RAV Network system is quite complicated and the process, and allowable conditions for approving an amendment to a network road is also complicated and is still not entirely clear. We do not have any internal expertise to properly manage these processes.

Consultation:

Main Roads Heavy Vehicle Services

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Works Group Recommendation / Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr DK Hodder

That Council supports the application to amend Meekatharra – Mt Clere Road (from 0 to 12.90 SLK) and Yoothapina Road (from 0 to 0.5 SLK) to RAV Network Category TD 5.3, Concessional Network Level 3, and requires the following conditions to be applied on both roads;

- **Maximum Speed: 60 kmh**
- **No operation on unsealed road segment when visibly wet, without road owner's approval. (CV7)**
- **Headlights to be switched on in the dipped position at all times. (CV18)**
- **All operators must carry current written approval from the road asset owner permitting use of the road. (CA07)**
- **Warning signs to be installed in accordance with Australian Standards and removed when haulage completed. (CA17)**
- **“Trucks entering” signs to be erected and removed when not in use (CA19)**
- **Operators with haulage programs that exceed 10,000 tonnes of product are required to enter into a road maintenance agreement with the Road Owner (Shire of Meekatharra).**
- **The applicant (Big Bell Gold Operations) is responsible for undertaking any road improvements that are required by Main Roads WA as a result of this application being approved in strict accordance with the directions and requirements of the Shire of Meekatharra.**

Further; that Council adopt the following conditions as part of their agreement with Big Bell Gold Operations/Westgold:

Big Bell Gold Operations, is required to enter into a road maintenance/performance agreement with the Meekatharra Shire.

- **Bond (currently a bond of \$240,000 is held by Westgold making it ineffective) – Original bond document to be sent to, and held by the Shire.**
- **Warning signs stating words to effect of “Warning: Road Trains travelling at 60km/h over next 6kms/1km” are to be placed at the start of the haul section at both ends of the haul routes.**
- **All trucks loaded and empty restricted to 60 kmh**
- **A minimum of one semi water truck with a capacity of 25,000 to 30,000 litres to water the haul routes on days that the road trains are running, and as required otherwise. Watering should concentrate on maintaining the integrity of the road with a focus, as required, on sections that are more susceptible to damage.**
- **To provide a suitable grader and roller along with competent operators to maintain the road to a satisfactory strict standard as required by Council and as instructed by Council’s Works and Services Manager. This equipment and operators must be available within 7 days of notice being provided by the Shire to undertake road maintenance.**
- **Big Bell Gold Operations is permitted to use Council water facilities except when required for Council use.**
- **Big Bell Gold Operations is to provide a pump and generators to supply sufficient water for the purpose and to the satisfaction of the Shire. Three phase submersible pumps should be used with a maximum capacity of up to 15 tonnes per hour. The Shire recommends Grundfos KRC SP14-8A or similar.**
- **The Shire will monitor the condition of the road and may, if necessary, require Big Bell Gold Operations to increase maintenance operations, including but not limited to, the provision of additional water trucks for watering the road**
- **Signs stating words to effect of “Warning; Road Trains travelling at 60 kmh over next X kms” are to be placed at the start of the haul section at both ends of the haul route on Mt Clere Road and Yoothapina Road.**
- **The Shire water facilities are to be used only for road maintenance on the Roads and not under any circumstances for mining operations.**
- **Stop signs are to be placed at the entry intersections of the haul roads (onto Mt Clere and Yoothapina Roads).**
- **Any road maintenance or construction work on the intersections to Mt Clere Road and Yoothapina Roads are to be constructed to the Shires satisfaction in terms of location and design (in order to avoid damage to the Shire Roads).**

These requirements are based on Big Bell Gold Operations advice of the haulage programs. The Shire will monitor the condition of the road and may require to implement further measures to ensure that the condition of the roads is maintained.

In the event that the road is not being maintained to a reasonable standard, or that Big Bell Gold Operations fails to strictly comply with the above conditions, Council will consider withdrawing its support of the Restricted Access Vehicle Period Permit system on Mt Clere and Yoothapina Roads.

CARRIED 6/0

Roy McClymont

From: GODFREY Billie (C) <billie.godfrey@mainroads.wa.gov.au>
Sent: Monday, 8 July 2019 2:12 PM
To: Roy McClymont
Cc: Jeff Moore
Subject: Route Determination - MWG - Shire of Meekatharra - Meekatharra/Mount Clere Road - 7030001 - TD5, TDN5.3 - Application AMENDMENT
Attachments: Application and Road Owner Support to Add or Amend a Road on a RAV Network.RCN-D18^23370162 (002) - Westgold - Mt Clere Road - Meekatharra - Increased Road Length.PDF; Map - Mt Clere Road - 0 to 12900m.jpg

Good afternoon

Heavy Vehicle Services (HVS) has received an **amended** application to add the following section of roads onto the Restricted Access Vehicle (RAV) Network:

Road No.	Road Name	From Location (SLK)	To Location (SLK)	Current Network	Requested Network
7030001	Meekatharra/Mount Clere Road	Great Northern Highway (0.00)	Access Road Bluebird Mill (12.90)	RAV 10, N10.3, TD5	TDN5.3

The applicant has advised Main Roads the requested RAV Network 10, N10.3, TD5, TDN5.3 access is for the intention to utilize this section of road for ore haulage from their Five Mile Well deposit 8km north of Meekatharra to the Great Northern Highway and then turn out south to their Bluebird Mill 10km south of Meekatharra. The proposed mining operation and associated haulage fleet is expected to mine and haul 164k Tonnes of ore over a 12 month period and don't expect to be hauling more than 25 loads per day.

If you require further information to assist in determining support for this application, please contact the applicant directly.

Please provide HVS with any comments relating to road condition, planning conflicts, development issues etc. that may be impacted by adding the above road(s) onto the RAV network. The attached preliminary assessment checklist should be used to assist you in identifying any significant deficiencies that may render the roads unsuitable for RAV access.

Please be aware if the road is deemed unsuitable to be added to the relevant RAV network when assessed it may be considered for a Restricted Local Access Permit (RLAP). This permit is for individual access to a road with a specific combination and with suitable conditions to mitigate any risk.

It would be appreciated if you could provide your comment to HVS within two (2) weeks of this email, due to a previous application, to enable HVS to consider any potential issues as part of our assessment process.

It is important to ensure that any comments are provided with sufficient reasoning, as this may be used to justify the decision to the applicant.

Should you require any further information or assistance regarding this request, please contact the HVS Route Assessment team on 138 486 or hvsrouteassessments@mainroads.wa.gov.au.

Kind regards

Billie Godfrey
Heavy Vehicle Services Officer
Heavy Vehicle Services
p: 138 486
w: www.mainroads.wa.gov.au



mainroads
WESTERN AUSTRALIA

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Western Australia.*



From: Jeff Moore <Jeff.Moore@westgold.com.au>
Sent: Monday, 8 July 2019 1:34 PM
To: GODFREY Billie (C) <billie.godfrey@mainroads.wa.gov.au>
Cc: Cheyne Mann <Cheyne.Mann@westgold.com.au>
Subject: RE: Route Determination - MWG - Shire of Meekatharra - Meekatharra/Mount Clere Road - 7030001 - TD5, TDN5.3 - Application Acknowledgement

Hi Billie,
As discussed, please find attached an amended RAV assessment request D19#465061.
The only change is the length of road from 5.8km to 12.9km.
The road owner (Shire of Meekatharra) has already discussed the matter in council and is aware that we will require the 12.9km length.
I expect that we'll get support from the road owner with this amendment included.
I have also attached an updated map, showing the section of the Mt Clere road included in the application amendment.
Regards
Jeff

Jeff Moore
Project Engineer



Level 6, 197 St Georges Terrace, Perth WA 6000
PO Box 7068, Cloisters Square WA 6850

M: 0438 096 459
www.westgold.com.au

From: GODFREY Billie (HVSO) <billie.godfrey@mainroads.wa.gov.au>
Sent: Tuesday, 11 June 2019 11:25 AM
To: Jeff Moore <Jeff.Moore@westgold.com.au>
Cc: Cheyne Mann <Cheyne.Mann@westgold.com.au>
Subject: Route Determination - MWG - Shire of Meekatharra - Meekatharra/Mount Clere Road - 7030001 - TD5, TDN5.3 - Application Acknowledgement



**Application and Road Owner Support to Add or Amend
a Road on a Restricted Access Vehicle Network**

Main Roads Heavy Vehicle Services will consider adding a road to the Restricted Access Vehicle (RAV) Network provided support from the relevant road owner is obtained. This application must be completed by the applicant and forwarded to Main Roads who will liaise directly with the relevant road owner to ensure they have no objections to the access.

Applicant Details

Operator Name / Company	Big Bell Gold Operations		
Contact Name	Jeff Moore	Contact Phone Number	
Mobile Phone Number	0438 096 459	Contact Fax Number	
Email Address	jeff.moore@westgold.com.au		

RAV Networks to be assessed

Tandem Drive RAV Categories 2-10 Refer to the Prime Mover, Trailer or Truck, Trailer operating conditions for approved combinations on our website.

RAV Category 10 (53.5m)

Tri Drive Categories 1-5 Refer to the Tri Drive Prime Mover, Trailer or Tri Drive Truck, Trailer operating conditions for approved combinations on our website.

Tri Drive Category 5 (53.5m)

Other Categories (i.e. Oversize Road Train) Refer to the operating conditions of the particular Permit Product for approved combinations on our website

Concessional Networks to be assessed

Vehicle combinations operating on Level 1 must only operate on the relevant RAV Network that is permitted for the equivalent vehicle combination under the Prime Mover, Trailer or Truck, Trailer Combinations.

For Concessional Levels 2 and 3 please select the relevant category below

Tandem Drive Concessional RAV Categories 2-10 Refer to the AMMS Page for approved combinations.

Tandem Drive Concessional N10.3 (53.5m)

Tri Drive Concessional Categories 1-5 Refer to the AMMS Page for approved combinations.

Tri Drive Concessional Network TD5.3 (53.5m)

Requested Axle Mass Level		
	Tandem Axle Group	Tri Axle Group
Level 1	17.0t	21.5t
Level 2	17.0t	22.5t
Level 3	17.5t	23.5t

Roads to be assessed Please list all requested roads where RAV Access is required (including start and end points) and attach maps.

Meekatharra-Mount Clere Rd (Road No 7030001) 0.000 SLK to ~~5.800~~ 12.9 SLK, from Great Northern Highway intersection at SLK 755.89



Application and Road Owner Support to Add or Amend a Road on a Restricted Access Vehicle Network

Main Roads will liaise directly with the relevant road owner to complete this section.

Road Owner

Road Name Road Number

Contact Details

Contact Name Position

Contact Phone Number Contact Fax Number

Mobile Phone Number Email Address

Required Traffic Data

Please provide the AADT, Speed Limit and if the road is on a School Bus Route. If the application is for more than one road, please provide the AADT, speed limit and if the roads are on a School Bus Route for each road in comments box provided below.

Posted Speed Limit School Bus Route? Yes No

AADT

Annual Average Daily Traffic is determined by the total yearly two-way traffic volume divided by 365, expressed as vehicles per day (VPD). Please tick box below.

0 to 15 vpd 16 to 30 vpd 31 to 50 vpd 51 to 75 vpd 75 to 150 vpd 150 to 500 vpd 500 to 1000 vpd 1000+ vpd

Comments:

Please detail any community concerns, required conditions and other relevant information.
If RAV access is endorsed, as the road owner please specify any access conditions that you would like Main Roads to consider (i.e. No operation on unsealed road when visibly wet, without road owner's approval, Headlights to be switch on at all times etc.)
If RAV access is not endorsed please provide reasoning behind your decision.
NOTE - If condition CA07 (Current written support from the Road Asset Owner, endorsing use of the road, must be obtained, carried in the vehicle and produced upon request.) is required, the road owner is responsible for the administration of condition CA07.

Road Owner Support

As the road owner you are required to conduct a preliminary assessment of the requested road/s to ensure there are no obvious issues that would deem RAV access unsuitable. The preliminary check should be carried out using the criteria outlined in the [Framework for Applying to have a Local Government Road Added to a Restricted Access Vehicle Network](#).

I On behalf of
support the above decisions, subject to Main Roads final approval.

Signature _____ Date

Email completed form to: hvsrouteassessments@mainroads.wa.gov.au
Heavy Vehicle Services Main Roads WA
PO Box 374 | WELSHPOOL DC | WA 6986 | Telephone 138 HVO (486) | Fax (08) 9475 8455
www.mainroads.wa.gov.au

Roy McClymont

From: Krys East
Sent: Thursday, 13 June 2019 9:20 AM
To: Roy McClymont
Subject: FW: Route Determination - MWG - Shire of Meekatharra - Yoothapina Station Road - 7030076 - RAV 10, N10.3, TD5, TDN5.3 - Request LGA support
Attachments: Mt Clere Rd looking east to GNH Intersection - mid.JPG; GNH-Mt Clere Rd Intersection - Looking west - mid.JPG; Application and Road Owner Support to Add or Amend a Road on a RAV Network.RCN-D18^23370162 (002) - Westgold - Mt Clere Road - Meekatharra.PDF; Map - Mt Clere Road - 0 to 5800m.jpg

Svenja Clare
 Acting DCEO



Ph: 08 9980 0600
 Fx: 08 9981 1505

From: Meeka Customer Service Officer
Sent: Tuesday, 11 June 2019 11:57 AM
To: Krys East
Subject: FW: Route Determination - MWG - Shire of Meekatharra - Yoothapina Station Road - 7030076 - RAV 10, N10.3, TD5, TDN5.3 - Request LGA support

From: GODFREY Billie (HVS0) [mailto:billie.godfrey@mainroads.wa.gov.au]
Sent: Tuesday, 11 June 2019 11:51 AM
To: Meeka Customer Service Officer
Subject: Route Determination - MWG - Shire of Meekatharra - Yoothapina Station Road - 7030076 - RAV 10, N10.3, TD5, TDN5.3 - Request LGA support

Good morning

Heavy Vehicle Services (HVS) has received an application to add the following section of roads onto the Restricted Access Vehicle (RAV) Network:

Road No.	Road Name	From Location (SLK)	To Location (SLK)	Current Network	Requested Network
7030076	Yoothapina Station Road	Great Northern Highway (0.00)	Access Road West Gold – Bluebird Mill (4.70)	RAV 9	RV 10, N10.3, TD5, TDN5.3

The applicant has advised Main Roads the requested RAV Network 10, N10.3, TD5, TDN5.3 access is for the intention to utilize this section of road for ore haulage from their Five Mile Well deposit 8km north of Meekatharra to the Great Northern Highway and then turn out south to their Bluebird Mill 10km south of Meekatharra. The proposed

mining operation and associated haulage fleet is expected to mine and haul 164k Tonnes of ore over a 12 month period and don't expect to be hauling more than 25 loads per day.

If you require further information to assist in determining support for this application, please contact the applicant directly.

Please provide HVS with any comments relating to road condition, planning conflicts, development issues etc. that may be impacted by adding the above road(s) onto the RAV network. The attached preliminary assessment checklist should be used to assist you in identifying any significant deficiencies that may render the roads unsuitable for RAV access.

Please be aware if the road is deemed unsuitable to be added to the relevant RAV network when assessed it may be considered for a Restricted Local Access Permit (RLAP). This permit is for individual access to a road with a specific combination and with suitable conditions to mitigate any risk.

It would be appreciated if you could provide your comment to HVS within four (4) weeks of this email to enable HVS to consider any potential issues as part of our assessment process.

It is important to ensure that any comments are provided with sufficient reasoning, as this may be used to justify the decision to the applicant.

Should you require any further information or assistance regarding this request, please contact the HVS Route Assessment team on 138 486 or hvsrouteassessments@mainroads.wa.gov.au.

Kind regards

Billie Godfrey
Heavy Vehicle Services Officer
Heavy Vehicle Services
p: 138 486
w: www.mainroads.wa.gov.au



*We're working for
Western Australia.*



From: Jeff Moore <Jeff.Moore@westgold.com.au>
Sent: Friday, 7 June 2019 3:56 PM
To: HVSrouteassessments <HVSrouteassessments@mainroads.wa.gov.au>
Cc: Cheyne Mann <Cheyne.Mann@westgold.com.au>
Subject: Route Determination - MWG - Shire of Meekatharra - Meekatharra/Mount Clere Road - 7030001 - TD5, TDN5.3 - Application

Hi,

Please find attached an application to amend the concessional categories for the first 5.8km of the Meekatharra-Mount Clere Rd (Road No 7030001), the Meekatharra-Mount Clere Road is approximately 9km north of Meekatharra. Currently rated TD5.1, we are seeking to upgrade this to TD5.3.

The intention is to utilize this section of road for ore haulage from our Sabbath open pit 10km north-west of Meekatharra to the Great Northern Highway and then turn out south to our Bluebird Mill 10km south of Meekatharra.

The proposed mining operation and associated haulage fleet is expected to mine and haul 103k tonnes of ore over a 12 month period, we don't expect to be hauling more than 25 loads per day.

We have consulted with the Local Government Shire and the pastoralist and are expecting that they will provide consent.

To assist identification and assessment also find attached a location map and a couple photographs of the intersection with the Great Northern Highway.

Should any further information be required please feel free to call me on the number below.

Regards
Jeff

Jeff Moore
Project Engineer



Level 6, 197 St Georges Terrace, Perth WA 6000
PO Box 7068, Cloisters Square WA 6850

M: 0438 096 459
www.westgold.com.au

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**Application and Road Owner Support to Add or Amend
a Road on a Restricted Access Vehicle Network**

Main Roads Heavy Vehicle Services will consider adding a road to the Restricted Access Vehicle (RAV) Network provided support from the relevant road owner is obtained. This application must be completed by the applicant and forwarded to Main Roads who will liaise directly with the relevant road owner to ensure they have no objections to the access.

Applicant Details

Operator Name / Company	Big Bell Gold Operations		
Contact Name	Jeff Moore	Contact Phone Number	
Mobile Phone Number	0438 096 459	Contact Fax Number	
Email Address	jeff.moore@westgold.com.au		

RAV Networks to be assessed

Tandem Drive RAV Categories 2-10 Refer to the Prime Mover, Trailer or Truck, Trailer operating conditions for approved combinations on our website.

RAV Category 10 (53.5m)

Tri Drive Categories 1-5 Refer to the Tri Drive Prime Mover, Trailer or Tri Drive Truck, Trailer operating conditions for approved combinations on our website.

Tri Drive Category 5 (53.5m)

Other Categories (i.e. Oversize Road Train) Refer to the operating conditions of the particular Permit Product for approved combinations on our website

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Vehicle combinations operating on Level 1 must only operate on the relevant RAV Network that is permitted for the equivalent vehicle combination under the Prime Mover, Trailer or Truck, Trailer Combinations.

For Concessional Levels 2 and 3 please select the relevant category below

Requested Axle Mass Level	Requested Axle Mass Level	
	Tandem Axle Group	Tri Axle Group
Level 1	17.0t	21.5t
Level 2	17.0t	22.5t
Level 3	17.5t	23.5t

Tandem Drive Concessional RAV Categories 2-10 Refer to the AMMS Page for approved combinations.

Tandem Drive Concessional N10.3 (53.5m)

Tri Drive Concessional Categories 1-5 Refer to the AMMS Page for approved combinations.

Tri Drive Concessional Network TD5.3 (53.5m)

Roads to be assessed Please list all requested roads where RAV Access is required (including start and end points) and attach maps.

Yoothapina Station Road (Road No 7030076) 0.000 SLK to 0.500 SLK, from Great Northern Highway intersection at SLK 755.15



Application and Road Owner Support to Add or Amend a Road on a Restricted Access Vehicle Network

Main Roads will liaise directly with the relevant road owner to complete this section.

Road Owner	<input type="text"/>		
Road Name	<input type="text"/>	Road Number	<input type="text"/>

Contact Details

Contact Name	<input type="text"/>	Position	<input type="text"/>
Contact Phone Number	<input type="text"/>	Contact Fax Number	<input type="text"/>
Mobile Phone Number	<input type="text"/>	Email Address	<input type="text"/>

Required Traffic Data

Please provide the AADT, Speed Limit and if the road is on a School Bus Route. If the application is for more than one road, please provide the AADT, speed limit and if the roads are on a School Bus Route for each road in comments box provided below.

Posted Speed Limit School Bus Route? Yes No

AADT

Annual Average Daily Traffic is determined by the total yearly two-way traffic volume divided by 365, expressed as vehicles per day (VPD). Please tick box below.

0 to 15 vpd 16 to 30 vpd 31 to 50 vpd 51 to 75 vpd 75 to 150 vpd 150 to 500 vpd 500 to 1000 vpd 1000+ vpd

Comments:

Please detail any community concerns, required conditions and other relevant information.

If RAV access is endorsed, as the road owner please specify any access conditions that you would like Main Roads to consider (i.e. No operation on unsealed road when visibly wet, without road owner's approval, Headlights to be switch on at all times etc.)

If RAV access is not endorsed please provide reasoning behind your decision.

NOTE - If condition CA07 (Current written support from the Road Asset Owner, endorsing use of the road, must be obtained, carried in the vehicle and produced upon request.) is required, the road owner is responsible for the administration of condition CA07.

Road Owner Support

As the road owner you are required to conduct a preliminary assessment of the requested road/s to ensure there are no obvious issues that would deem RAV access unsuitable. The preliminary check should be carried out using the criteria outlined in the [Framework for Applying to have a Local Government Road Added to a Restricted Access Vehicle Network](#)

I On behalf of
support the above decisions, subject to Main Roads final approval.

Signature _____ Date

Email completed form to: hvsrouteassessments@mainroads.wa.gov.au

Heavy Vehicle Services Main Roads WA

PO Box 374 | WELSHPOOL DC | WA 6986 | Telephone 138 HVO (486) | Fax (08) 9475 8455

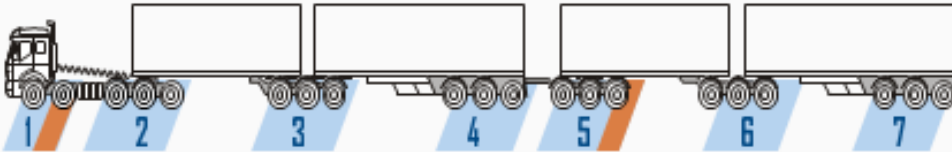
www.mainroads.wa.gov.au

RAV TD 5.3 vehicle configurations:

(A) PRIME MOVER, SEMI TRAILER TOWING TWO DOG TRAILERS $\leq 53.5m$





(B) DOUBLE B DOUBLE $\leq 53.5m$



(C) PRIME MOVER AND TWO SEMI TRAILERS TOWING A B DOUBLE $\leq 53.5m$



Title/Subject:	LANDOR ROAD USE FOR LONG TERM MINE HAULAGE
Agenda/Minute Number:	9.6.2
Applicant:	Hastings Technology Metals Ltd
File Ref:	RD 68
Disclosure of Interest:	Nil
Date of Report:	15 July 2019
Author:	Roy McClymont Chief Executive Officer
	
	<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	
	<i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider a request from Hastings Technology Ltd to use Landor Road for a long term mine haulage program.

Attachments:

Letter from Hastings 17/6/19

Map showing some available routes (Hastings)

Map showing current RAV ratings of available routes

Letter from Hastings 15/7/19

Provided at the meeting; Copy of Shire of Upper Gascoyne minute 10.10 of 17 July 2019

Background:

Hastings have been liaising with the Meekatharra Shire over recent months. This liaison culminated in their request to use Landor road to haul their mine inputs and outputs to/from Geraldton, Perth and Port Hedland.

Comment:

Hastings mine is located in the Gifford Creek area of the Upper Gascoyne Shire, approx. 200 kms north/north-east of Gascoyne Junction.

Hastings estimate that their annual inputs will be 120,000 tonnes and their outputs (ore concentrate) 15,000 tonnes. Hastings estimate the mine life to be 10 to 20 years.

The information attached is self-explanatory. The Works Group discussed this request in detail and arrived at the recommendation below after due consideration.

Hastings have also requested permission to undertake testing (Falling Weight Deflectometer testing) on Landor Road. The Works Group also discussed this request and have made a recommendation.

Consultation:

Andrew Reid, COO, Hastings Technology Ltd

John McCleary, CEO, Shire of Upper Gascoyne

Meekatharra Works Group

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Council has now upgraded and sealed 87 kilometres of Landor Road with 92 kilometres remaining unsealed. A conservative estimated cost to replace the sealed sections of Landor Road is \$21,750,000 (based on \$250,000 per kilometre). The estimated cost to replace the unsealed sections is \$2,760,000 (based on \$30,000 per kilometre).

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

At the Meeting:

The CEO advised the meeting that the latest (attached) letter from Hastings (15 July 2019) was received just prior to printing the meeting agenda and has not yet been considered by the Works Group; notwithstanding that most of the points made in the letter have been discussed by the Works Group based on emails received from Mr Reid. The CEO was requested, where possible, to provide comment and further information on the contents of the letter. The CEO then went through the letter point by point and provided comments and facts with Council further discussing the information and comments provided by Mr Reid.

The CEO also provided Councillors with a copy of the Shire of Upper Gascoyne minute 10.10 from their meeting held 17 July 2019. Council discussed this document and the Upper Gascoyne resolution which includes a request for urgent discussions with the Shire of Meekatharra. The CEO also advised Council that the Shire of Upper Gascoyne received a copy of the Meekatharra Works Group recommendations (as below) on 4 July 2019.

Works Group Recommendation / Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr DK Hodder

That Council declines the request from Hastings Technology Metals Limited to use Landor Road as part of a haul route for their inbound and outbound products. Over the past decade, the Shire has spent many millions of dollars on improving and upgrading Landor Road. Hastings use of the road, as proposed, will damage and destroy large sections of the road and the Shire therefore does not support the use of Landor Road for this haulage program.

Further; that Hastings request to undertake testing (Falling Weight Deflectometer testing) on Landor Road be declined.

CARRIED 6/0

Council Resolution:

Moved: Cr AJ Binsiar

Seconded: Cr HJ Nichols

That Council advise the Shire of Upper Gascoyne that it has resolved to decline Hastings Technology Metals Limited's request to use Landor Road for its inbound and outbound mine products. Therefore the discussion points (2. a. and b.) listed in their Minute 10.10 of 17 July 2019 are not applicable. Based on these points, and Meekatharra's decision, there appears to be no requirement for discussion between the Shires.

CARRIED 6/0



COPY: IB #2 JUNE 19
+ B.M.A.L.Y 20/6 e RESPN 20/6 ✓

17 June 2019

Mr Roy McClymont
CEO – Shire of Meekatharra
Main Street
P.O Box 129, Meekatharra, WA, 6642

SHIRE OF MEEKATHARRA		
FILE No.....		
DATE	18 JUN 2019	REC'D
OFFICER.....	CEO	
Response/Action Req'd	Y	
Delegated To.....		

via email: executive@meekashire.wa.gov.gov.au

Dear Roy

Re: Hastings Technology Ltd use of Meekatharra Shire Roads

Hastings has now completed both the desktop and field assessments to determine the most appropriate use of roads to establish a regular logistical corridor to the Yangibana Project Site during both construction and ongoing operational activities.

At the meeting with the Shire in early March both yourself and Norm indicated that a better more suitable and perhaps preferred route to the Yangibana project would be by utilising the Ashburton Downs – Meekatharra road.

After having assessed and completed surveys of this route, whilst the first portion from Meekatharra to Milgun Station was in reasonable condition, the section from Woodlands Station to almost Mt Augustus was extremely sandy, with the road often constructed through large flood plains and low-lying areas, and was therefore deemed to be of a condition not suitable for long term use with the type of trucks needed to convey goods and services to site.

Hastings is therefore requesting the use of the Carnarvon Meekatharra Road via Landor and Mt Augustus be utilised for delivery of construction equipment and goods as well as operational requirements for all incoming and outgoing voyages.

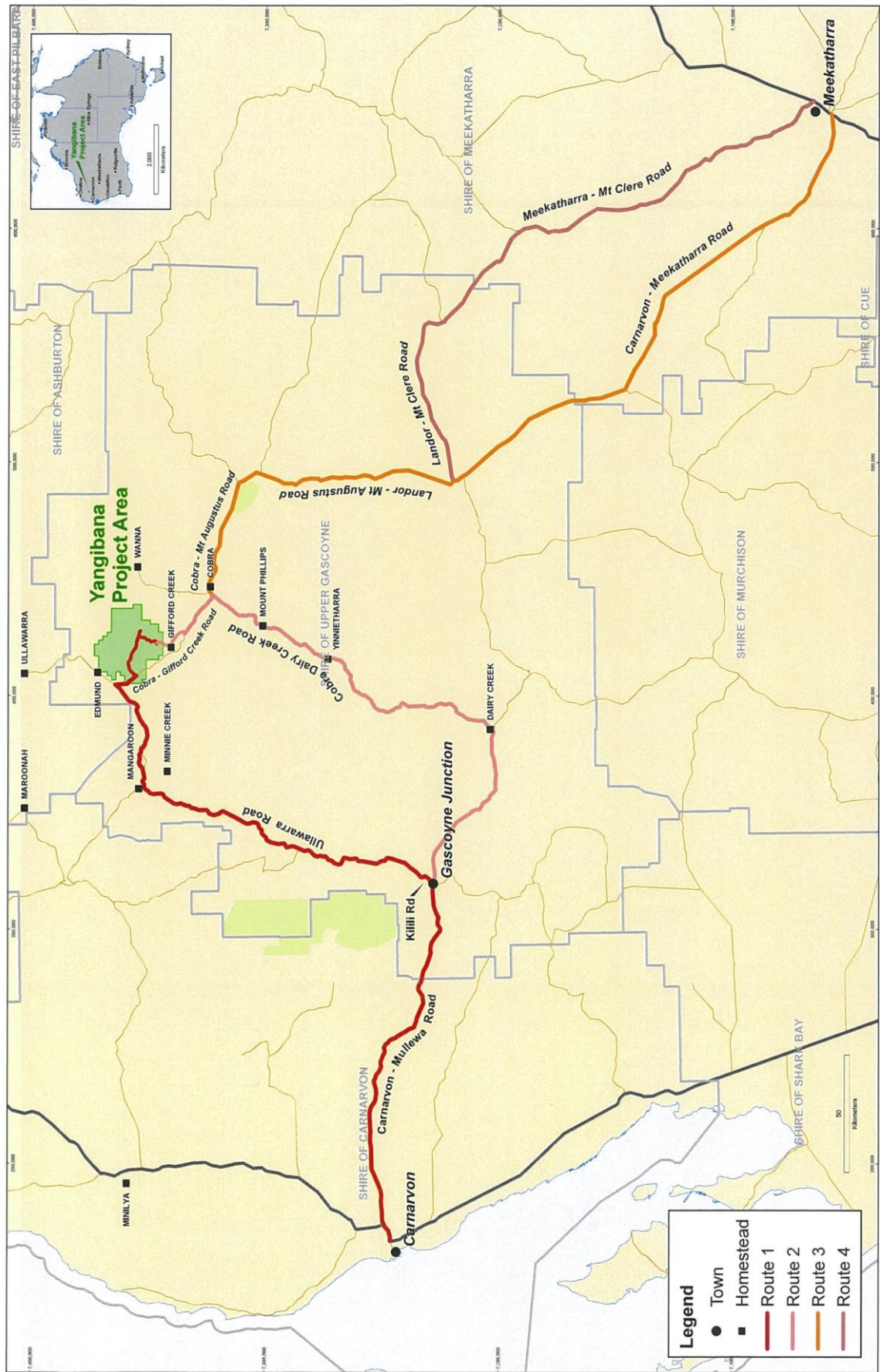
Hastings is aware of the importance of the road to the Shire and would like to open discussions to reach agreement on how to best utilise access to the road.

Yours sincerely

Andrew Reid

COO

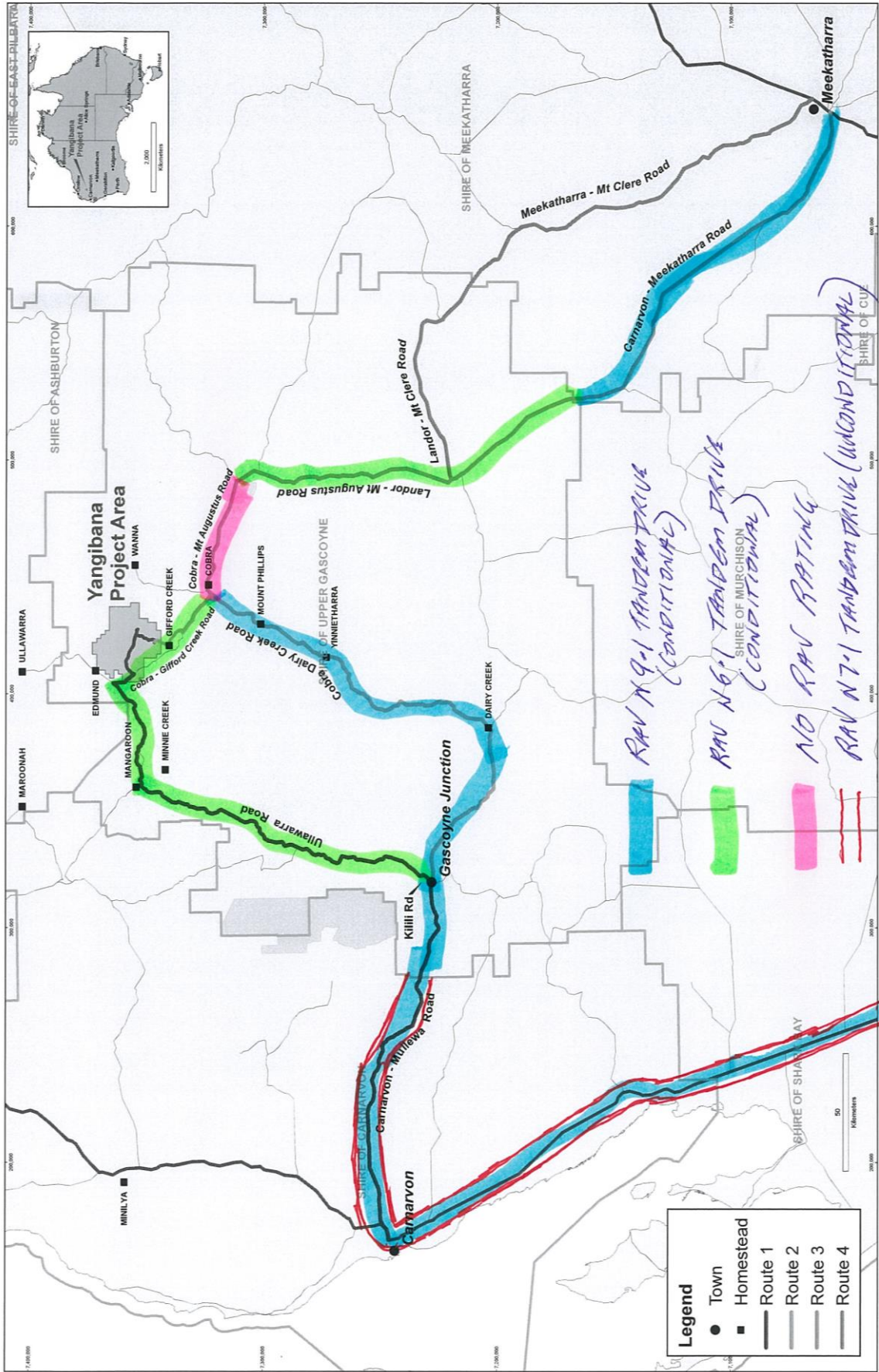
Hastings Technology Ltd



YANGIBANA RARE EARTHS PROJECT
Yangibana Project Route Planning



AG_V08_Accom_Plan_Rev1
 20 November 2018



YANGIBANA RARE EARTHS PROJECT

Yangibana Project Route Planning



AL_V018_A01001_R00001001
 20 November 2019



15 July 2019

Mr Roy McClymont
Chief Executive Officer
Shire of Meekatharra
Main Street
P.O Box 129, Meekatharra, WA, 6642

via email: executive@meekashire.wa.gov.au

Dear Roy

Re: Yangibana Project

We refer to the following:

- Phone conversation between Roy McClymont and Andrew Reid on the 27th June 2019 whereby Roy requested any additional information that may support the Hastings case for access to the Landor - Meekatharra road.

Hastings would like to provide additional information and reiterate its reasons and justifications for the road user request;

1. Distances from Perth or Port Hedland

Origin	Distance (kms)
Perth to site via Carnarvon and Gascoyne Junction	1,306
Perth to site via Meekatharra	1,243
Port Hedland to site via Carnarvon and Gascoyne Junction	1,208
Port Hedland to site via Meekatharra	1,308

2. Truck Cycle times

Haulage cycle times are longer for all routes utilising the North West Coastal Highway. This is due to the many towns from Perth that need to be navigated at lower average speeds.

The Great Northern Highway is the backbone to the north and generates longer stretches of road which provide higher average speeds over long distances which have been purpose built for large road trains.

Whilst distances from Port Hedland have been included costs of goods from this source are generally prohibitive.



3. Trucking Costs

Hastings has confirmed that upon re-engaging with the logistics tenderers, that all pricing received by Hastings from the selected providers has been based on a thorough knowledge of the RAV network and the working conditions of the main road and secondary road systems. All prices received from the tenderers are fully inclusive to the Yangibana site.

4. Cargo – Inbound and Outbound

Below is a list of the products (mainly reagents) requiring transportation to site on an annual basis. There is approximately 120k tonnes of inbound goods per year, more than half sitting with sulphuric acid.

Sulphuric acid is classed as a dangerous good and requires specific handling. Hauling of the reagents along the safest possible route minimising traffic congestion is a key risk mitigator. The risk of trucking these products along the North West Coastal Highway and the Ullawarra Road is deemed significant with the number of tourists accessing the north and also the Kennedy Ranges.

Approximate quantities of transported goods to site.

Inbound	Tonnes per year
Collector	5,000
Sodium Silicate	5,100
Flocculant	40
Rinkalore	400
Quick Lime	22,000
Magnesium Oxide	9,200
Caustic Soda	9,000
Sodium Hydroxide	4,200
Sulphuric Acid	58,000
Hydrogen Peroxide	250
Diesel	8,000
	121,190

Outbound cargo is anticipated to be 15,000 tonnes per year of final product, loaded into 20ft containers. This equates to approximately 1 truck load leaving site per day.

5. Main Roads

At an Upper Gascoyne – Hastings meeting in March this year, the Carnarvon Main Roads Operations Manager, Mr Ernie Reynolds, indicated that the Landor – Meekatharra road was a much better option than the Ullawarra road. These comments were based on experience and information presented by the Shire of Upper Gascoyne showing that the technical analysis of the road materials on the Ullawarra Road are general poor.



6. MMG Report

Jamie Bradford MMG Director, and author of the Preliminary Operational Logistics Plan report, a copy of which has already been sent to the Shire. Jamie has confirmed MMG in several phone conversations with Meekatharra Shire Works Manager Doug Davey that he was relaxed about suitability of the road to support construction/operations transport.

As discussed previously, trucking companies prefer the Great Northern Road because;

- Road Conditions are more favourable for longer trailer configuration;
- Driver familiarity;
- Less public interface traffic;
- Maintenance depots already established along route;
- Floodway's via Landor – Meekatharra road are less prevalent.

Toll Group has a large presence in the Meekatharra area and spend over \$7M annually with Shire businesses, with by far the largest amount at the local roadhouse. This local business support would increase more in spend and indirect/direct jobs if additional work became available in the area.

Many of the price suppliers have an in-depth knowledge of the local region around Meekatharra, and in supporting and dealing with Shires whilst transporting goods and services.

Next Steps

Hastings would like to prepare Project Logistics Plan including presentation to the Meekatharra Shire through a process of;

- Introduction to the Plan;
- Justification of the plan to date;
- Identification of stakeholders;
- Current project timings, schedules and volumes of transportation goods;
- Advice of MRWA Regional position; and
- Discussions for determination of road user maintenance user agreement.

With respect to the last point, Hastings would like to request formal access to the Shires' portion of Landor-Meekatharra Road in order to perform falling weight deflectometer test. A falling weight deflectometer (FWD) is a testing device used by civil engineers to evaluate the physical properties of pavement. FWD data is primarily used to estimate pavement structural capacity to determine if a pavement is being overloaded.



Yours sincerely

A handwritten signature in black ink, appearing to read 'A. Reid'.

ANDREW REID

Chief Operating Officer

Copy of Shire of Upper Gascoyne minute 10.10 from their meeting held 17 July 2019.

10.10 HASTINGS REQUEST FOR A LOGISTICS ROUTE TO SERVICE THE YANGIBANA RARE EARTH PROJECT	
APPLICANT:	Shire of Upper Gascoyne
DISCLOSURE OF INTEREST:	Nil
AUTHOR:	John McCleary
DATE:	3 July 2019
Matters for Consideration:	
The use of Landor – Mt Augustus Road; Mt Augustus - Cobra Road and Cobra – Gifford Creek Road by Hastings for the purpose of hauling freight for the Yangibana Rare Earth Project.	
Background:	
As detailed in Appendix # 5 .	
Comments:	
Given that access to of Landor – Mt Augustus Road; Mt Augustus - Cobra Road and Cobra – Gifford Creek Road is contingent on these roads being accessed through the Shire of Meekatharra it is prudent to await confirmation from the Shire of Meekatharra prior to committing any resources to this request.	
Statutory Environment:	
Nil	
Policy Implications:	
Nil	
Financial Implications:	
Nil	
Strategic Implications:	
Nil	
Consultation:	
John King - TALIS	
Officer's Recommendation:	Voting requirement: Simple Majority
<i>That Council authorise the CEO to advise Hastings that they approve the use of Landor – Mt</i>	

Augustus Road; Mt Augustus - Cobra Road and Cobra – Gifford Creek Road, subject to the following conditions:

1. *That Council receive written confirmation from the Shire of Meekatharra that they have agreed for Hastings to utilise the Meekatharra to Carnarvon Road and / or carry out testing; and*
2. *Should the Shire of Meekatharra grant approval for Hastings to utilise the Meekatharra – Carnarvon Road the request by Hastings to use the road and / or undertake testing of the road will be subject to further conditions.*

Council Decision 09072019

MOVED: CR G. WATTERS



SECONDED: CR A. MCKEOUGH

That the Council authorises the CEO to advise the CEO of the Shire of Meekatharra that:

1. The Council favours the use of the Meekatharra – Landor – Mount Augustus- Gifford Creek roads as the logistics route to the Yangibana Mine site over other eastern access alternatives due to its use of portion of the regionally significant Carnarvon – Meekatharra Road; and
2. The Council seeks urgent discussions with the Shire of Meekatharra with the view of jointly determining:
 - a. the preferred logistics route to the Yangibana Mine site; and
 - b. the agreed requirements for approval by each shire, as appropriate.

CARRIED: 6/0

The officer's recommendation was amended as Council was of the view that access to the Yangibana mine site was of State / regional significance and wished to have the opportunity to articulate this to the Meekatharra Council.

Title/Subject:	RESTRICTED ACCESS VEHICLE NETWORK – REVIEW OF MAJOR ROADS
Agenda/Minute Number:	9.6.3
Applicant:	Nil
File Ref:	RD 001, RD 066, RD 067, RD 068
Disclosure of Interest:	Nil
Date of Report:	15 July 2019
Author:	Roy McClymont Chief Executive Officer
	
	<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	
	<i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider a review of our four major roads in terms of the RAV network ratings.

Attachments:

Nil

Background:

The Works Group recently discussed the RAV network status of our roads and agreed that a review should be undertaken of all Shire roads as time permits with the major roads being reviewed first.

Comment:

The current maximum RAV network ratings for our four major roads are as follows:

RD 001 – Meekatharra – Mt Clere Road

Total length: 181.27 km

Maximum RAV network rating Tri Drive 5.1

Max Speed: 30 km/h below posted speed limit

Conditions: No operation on unsealed road segment when visibly wet, without road owner's approval.

RD 066 – Landor – Meekatharra Road

Total Length: 179.52 km

Maximum RAV network rating Tandem Drive 9.1

Max Speed: 30 km/h below posted speed limit

Conditions: No operation on unsealed road segment when visibly wet, without road owner's approval.

RD 067 – Ashburton Downs – Meekatharra Road

Total Length: 355.44 km

Maximum RAV network rating Tri Drive 5.3 (0 to 70 SLK)

Maximum speed 60 km/h

Conditions: All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.

Maximum RAV network rating Tandem Drive 10.1 (0 to 346.5 SLK)

Max Speed: 30 km/h below posted speed limit

Conditions: No operation on unsealed road segment when visibly wet, without road owner's approval.

RD 068 – Meekatharra – Sandstone Road

Total Length: 100.72 km

Maximum RAV network rating Tandem Drive 9.1

Max Speed: 30 km/h below posted speed limit

Conditions: No operation on unsealed road segment when visibly wet, without road owner's approval.

Currently ongoing mine haul programs are in place on Ashburton Downs Road (0 to 70 SLK) and Mt Clere Road (0 to 126.55 SLK). This makes a review of these roads somewhat more complicated. Council may wish to refer the review of these roads to the Works Group.

Consultation:

Nil

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Works Group/Officers Recommendation:

That Council request Main Roads WA to add the following RAV conditions to RD 066 – Landor – Meekatharra Road and RD 068 – Meekatharra – Sandstone Road:

- **Condition CA 07 (All operators must carry current written approval from the road asset owner permitting use of the road) and**
- **Products: Hay or Livestock (Cattle / Sheep / Pigs / Goats / Deer / Poultry)**

Further that Council requests the Works Group to review the RAV ratings on Ashburton Downs Road and Mt Clere Road.

Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr MR Hall

That Council request Main Roads WA to add the following RAV conditions to RD 066 – Landor – Meekatharra Road and RD 068 – Meekatharra – Sandstone Road:

- **Agricultural products including but not limited to hay and livestock**

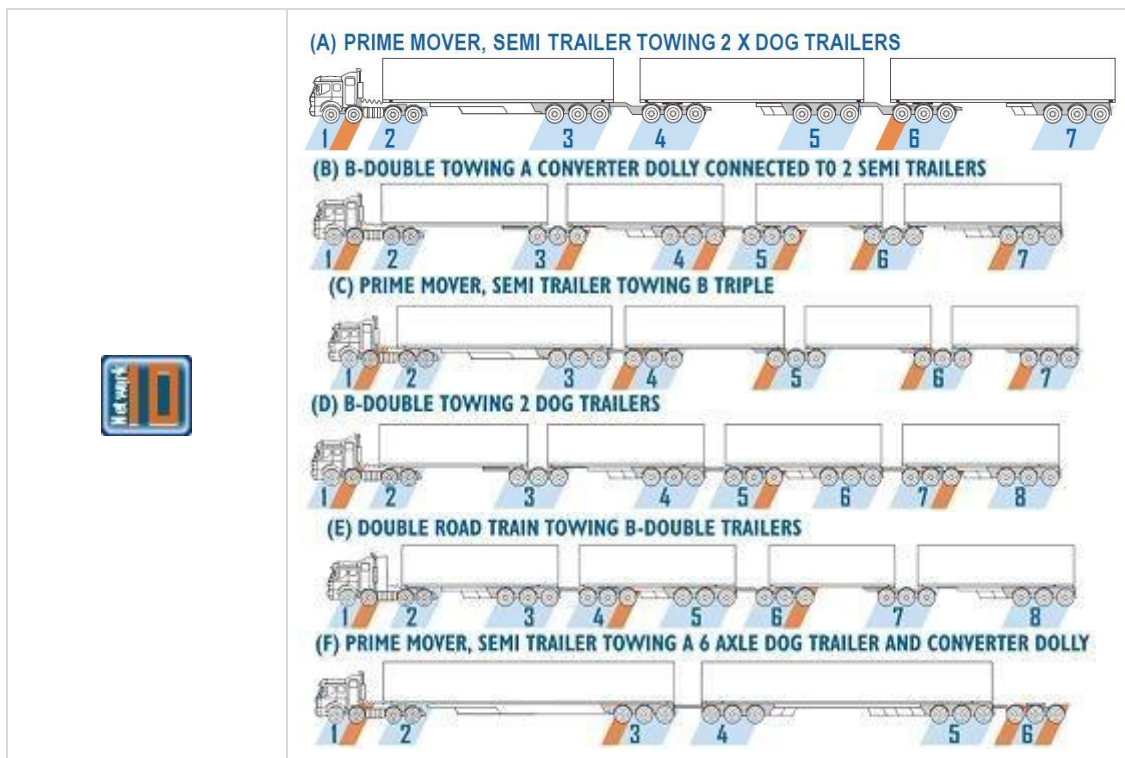
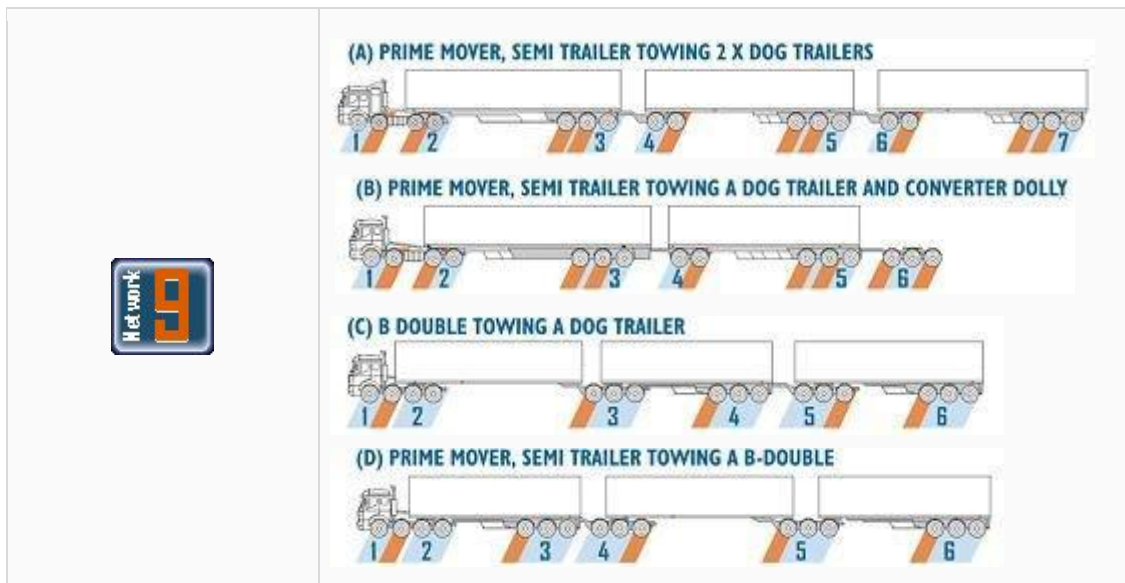
Further that Council requests the Works Group to review the RAV ratings on Ashburton Downs Road and Mt Clere Road.

CARRIED 6/0

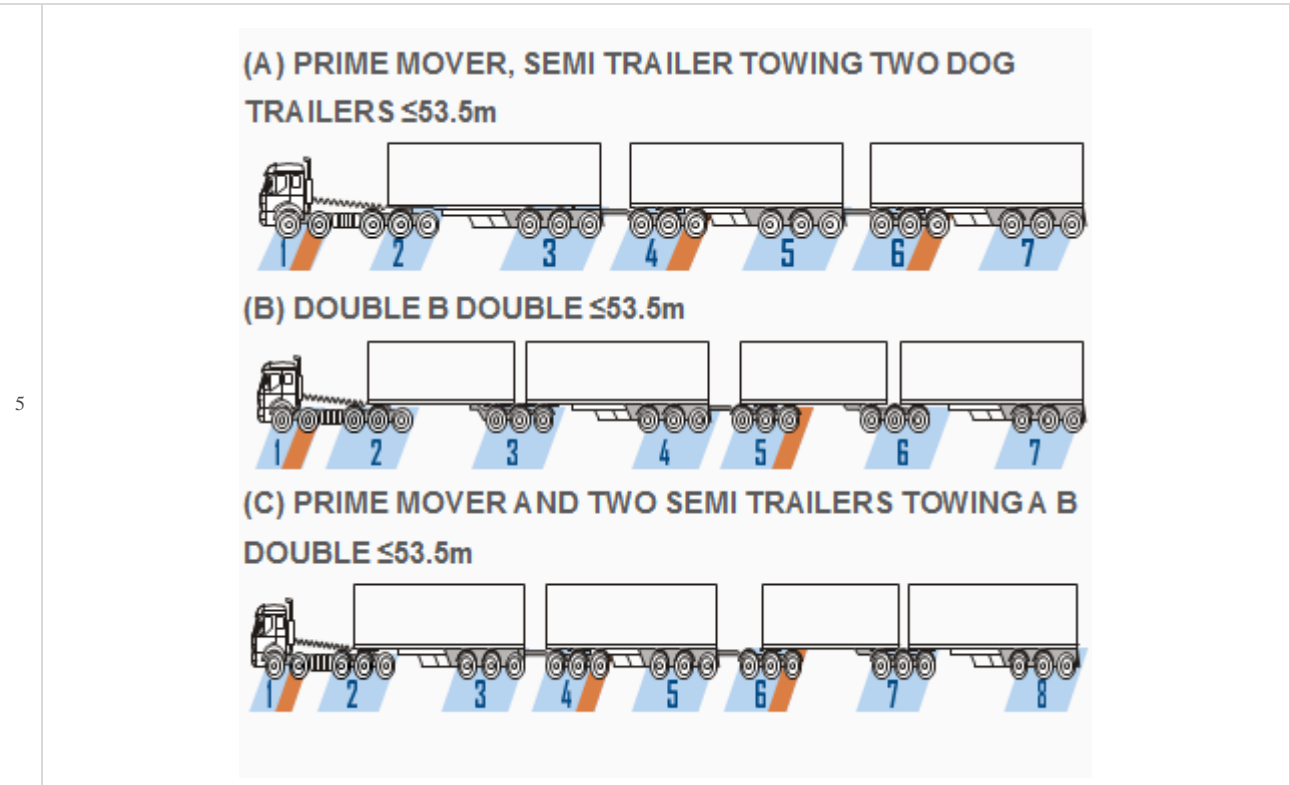
Reason for Resolution Differing from Officers Recommendation:

Council elected to remove condition CA07 as it was deemed unnecessary and to broaden the scope of the product restriction to allow local pastoralists to cart all agriculture products as was the original intent of allowing the RAV 9 network ratings.

Tandem Drive RAV 9 and 10 vehicle configurations:



Tri Drive RAV TD 5 vehicle configurations:



9.7 CONFIDENTIAL ITEMS

Moved: Cr HJ Nichols
Seconded: Cr MR Hall

That the meeting is closed to members of the public to allow Council to discuss item 9.7.1 which concerns matters of a confidential nature.

CARRIED 6/0

The Chief Executive Officer Roy McClymont declared a financial interest in Item 9.7.1 – CEO Performance Review/Contract Extension.

The Chief Executive Officer Roy McClymont and Community and Development Services Manager Tralee Cable left the meeting at 10:39am.

CONFIDENTIAL ITEM

**Deals with information concerning a matter affecting an employee or employees.
 Local Government Act 1995 section 5.23 (2)(a).**

Title/Subject:	CEO PERFORMANCE REVIEW/CONTRACT EXTENSION
Agenda/Minute Number:	9.7.1
Applicant:	CEO Performance Review
File Ref:	Personal File
Disclosure of Interest:	Nil
Date of Report:	15 July 2019
Author:	N/A
Senior Officer:	Council

Summary/Matter for Consideration:

The CEO Performance Review Panel (Cr's Trenfield and Nichols) may provide recommendations and/or comments concerning the CEO's performance review and the possibility of a further extension of the CEO's contract.

Consultant/CEO Performance Review Panel Recommendation:**That Council:**

- 1. Receives the CEO annual appraisal report and endorses the overall rating of "Satisfactorily meets Performance Requirements".**
- 2. Reviews the Key Result Areas for the period 2019/2020 before 31 August 2019, in conjunction with the CEO.**
- 3. Completes the 2020 review of performance by 31 July 2020.**
- 4. Reviews the annual appraisal process, including options for:**
 - a) On-site facilitation of the review process;**

b) Undertake a workshop to establish performance indicators linked to the Shire's Strategic and Corporate Plans, key decisions of Council, significant projects and programs, statutory requirements and effective organisational management.

5. Reviews the CEO's Total Reward Package in accordance with contractual obligations and the determinations of the Salaries and Allowances Tribunal dated 9 April 2019 (effective 1 July 2019) by increasing the CEO's cash salary component by 2.8 % in accordance with the employment contract.

Council Resolution:

**Moved: Cr PS Clancy
Seconded: Cr DK Hodder**

1. Receives the CEO annual appraisal report and endorses the overall rating of "Satisfactorily meets Performance Requirements".

2. Reviews the Key Result Areas for the period 2019/2020 before 31 August 2019, in conjunction with the CEO.

3. Completes the 2020 review of performance by 31 July 2020.

5. Reviews the CEO's Total Reward Package in accordance with contractual obligations and the determinations of the Salaries and Allowances Tribunal dated 9 April 2019 (effective 1 July 2019) by increasing the CEO's cash salary component by 2.8 % in accordance with the employment contract.

CARRIED 6/0

**Reason for Resolution Differing from CEO Performance Review Panel Recommendation:
Council elected to remove point 4 as council is content with existing process.**

The Chief Executive Officer Roy McClymont and Community and Development Services Manager Tralee Cable returned to the meeting at 10:47am.

**Moved: Cr HJ Nichols
Seconded: Cr MR Hall**

That the meeting be opened to the public.

CARRIED 6/0

**10 NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING
Nil**

**11 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
Nil**

**12 CLOSURE OF MEETING
The Shire President, Cr NL Trenfield, declared the meeting closed at 10:49am.**