



SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 16 JANUARY 2021

COMMENCED AT 9:30AM

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

1.1. DECLARATION OF OPENING

The Shire President, Cr HJ Nichols declared the meeting open 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 don 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 HJ Nichols, read the disclaimer out loud.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OR ABSENCE

Members

Cr HJ Nichols	Shire President
Cr PS Clancy	Deputy Shire President
Cr MJ Smith	
Cr MR Hall	
Cr PS Moses	

Staff

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

Apologies

Cr DK Hodder

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 PS Clancy

Seconded: Cr MR Hall

That Cr PS Clancy & Cr MR Hall be granted Leave of Absence for the 20 February 2021 Ordinary Council Meeting.

CARRIED 5/0

Attendance by Telephone/Instantaneous Communication

In accordance with regulation 14A of the Local Government (Administration) Regulations 1996 Council must approve (by absolute majority) the attendance of a person, not physically present at a meeting of council, by telephone or other means of instantaneous communication. The person must be in a 'suitable place' as approved (by absolute majority) by Council which must be a townsite or other residential area located 150km or further from the place of the meeting.

Moved: Cr PS Clancy
Seconded: Cr PS Moses

That Council approves Cr PS Clancy and Cr MR Hall to attend the 20 February 2021 ordinary council meeting by telephone or other means of instantaneous communication from a townsite or other residential area located 150km or further from the Meekatharra Townsite in accordance with regulation 14A(1) of the Local Government (Administration) Regulations 1996.

**CARRIED 5/0
BY AN ABSOLUTE MAJORITY**

6. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

6.1. ORDINARY COUNCIL MEETING HELD 18 DECEMBER 2020

Council Resolution

Moved: Cr MJ Smith
Seconded: Cr MR Hall

That the minutes from the Ordinary Council Meeting held Friday 18 December 2020 be confirmed.

CARRIED 5/0

6.2. HEALTH, BUILDING & TOWN PLANNING COMMITTEE MEETING HELD 18 DECEMBER 2020

Council Resolution:

Moved: Cr MJ Smith
Seconded: Cr PS Clancy

That the minutes from Health Building Town Planning Meeting held Friday 18 December 2020 be received.

CARRIED 5/0

6.3. AUDIT COMMITTEE MEETING HELD 18 DECEMBER 2020

Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr MR Hall

That the minutes from Audit Committee Meeting held Friday 18 December 2020 be received.

CARRIED 5/0

7. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

- **Shire Christmas Party was a successful night on Friday 18 December – thanks to Tralee and her team for organising another great night.**
- **The Chief Executive Officer met with the ABRA Mining CEO and representatives about their road access and maintenance agreement on the 12 January 2021.**
- **The Chief Executive Officer and I met with Vince Catania MLA and Lionel Quartermaine, a National Legislative Council candidate for our Mining and Pastoral region on 12 January 2021.**
- **The Chief Executive Officer and I conducted a Citizenship Ceremony in the Council Chambers on 13 January 2021.**

9. REPORTS OF COMMITTEES AND OFFICERS

9.1. OFFICERS MONTHLY REPORTS

9.1.1. WORKS & SERVICES MANAGER'S REPORT – DECEMBER 2020

No Roads report available at this time.

Town Maintenance-Monthly Report Finishing 7 January 2021

Town crew on leave from 19/12/2020 to 03/01/2021

- 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 and all streets swept to remove glass. Footpaths swept to remove gravel coming from laneways due to motor bike activity.
- Mowing has taken place and vegetation trimmed on Boardwalk, laneways, Kids Zone, Shire housing, Walkway and Youth Centre and long grass along creek bed.
- Verges are being maintained and weeds removed.
- Rubbish removed from Lookout and Peace Gorge.
- Regular maintenances to plant used by town crew.
- Maintenance carried out at cemetery.
- Assisted WSM with work on Ashburton Downs – Meekatharra Road.
- Removed rubbish small wheel park.

Plant Report

- **P493 2016 MAZDA BT-50**
Serviced and wipers replaced – Trenfield Motors
- **P480 2007 MACK SUPERLINER (73)**
Serviced air conditioner & repaired idler pulley – Trenfield Motors
- **P477 CATERPILLAR 950F LOADER**
Recondition radiator and oil cooler – Trenfield Motors
- **P502 2015 BOX TRAILER FOR 45KVA GENSET**
Replaced fan belt – Trenfield Motors
- **P465 CUSTOM BUILT TRAILER – GENSET 5**
Serviced – Trenfield Motors
- **P461 CUSTOM BUILT TRAILER - GENSET 5**
Serviced and cable replaced – Trenfield Motors
- **P39 GREY BUILT FUEL TANK (PLASTIC) TRAILER MOUNTED**
Repaired fuel pump switch – Trenfield Motors

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr MR Hall

That the Works and Services Manager's report for December 2020 be received.

CARRIED 5/0

9.1.2. AIRPORT MANAGER'S REPORT- DECEMBER 2020***Aircraft Movements and Statistics***

Aircraft movements for General Aviation increased compared to December 2019 due to a number of aerial survey aircraft based in Meekatharra for up to 10 days with multiple daily landings. Charter & RFDS have remained consistent throughout December as per December 2019. The increase in GA aircraft movements also shows in the increase in Avgas sales for December against December 2019.

The figures below reflect the differences between December 2019 and December 2020.

	Dec 19	Dec 20	Variance
General Aircraft Landed:	77	106	+37%
RFDS Landed	72	66	-8%
Avgas	4796	13267	+176%
Jet A1	46848	36600	-21%
Total Fuel Sold	51644	49867	-3%

	YTD 2019	YTD 2020	Variance
General Aircraft Landed:	1007	1034	+2%
RFDS Landed	905	918	+2%
Avgas	100763	109509	+8%
Jet A1	503754	498929	-1%
Total Fuel Sold	604517	608438	+0.6%

Aerodrome Works:

Aerodrome works for the month include:

- General maintenance and upkeep of facilities and equipment.
- Lawns / gardens and terminal plants upkeep.
- AirBP RFDS Fuel Facility installation and commissioning completed last week of November.
- Ongoing weed spraying and chipping occurring airside along runway strips to keep weed growth to a minimum and restrict grass height.

Aerodrome maintenance requiring completion:

- Crack patching to runway and apron surfaces.
- Runway surface & Runway End Stopping Area (RESA) bitumen fog spray.
- Gravel runway re-sheeting surface.
- Rolling of movement area surfaces (Aprons, Taxiways, Runway 09/27) due to commence in December with onset of hotter weather. Unable to complete required surface maintenance due to airport multi wheeled roller seconded for other shire roadworks in October. No return date of multi roller advised to date.

Aerodrome Security:

Nil incidents to report.

Safety Management System:

Nil to report.

Budget items completed:

Nil pending.

Airport Emergency:

Nil emergencies to report.

Bird/Animal Activity:

Bird & animal activity around the Meekatharra aerodrome has remained a low risk.

General:

COVID-19 cleaning and sanitizing of public areas continued to be undertaken on an increased schedule to ensure a safe environment for users of the airport facilities.

Mike Cuthbertson

Airport Manager

01/01/2021

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr PS Moses

That the Airport Manager's report for December 2020 be received.

CARRIED 5/0

9.1.3. YOUTH AND RECREATION SERVICES REPORT – DECEMBER 2020

Activity	Girls		Boys		Activity Total	No. of Sessions	Average Attendance
	6-12	12-18	6-12	12-18			
Sport at Youth Centre/ Indoor Centre	95	100	64	74	333	12	28
Yarn Night Drop in/Trivia Night	23	52	22	63	118	4	29
Movie Night	56	32	43	41	139	4	43
ART	43	28	44	27	145	6	23
Football/SMF	62	53	67	60	196	5	48
Basketball	59	31	64	61	215	4	53
Adult Sport	-		-		-	-	-

December was an incredibly busy month for the youth service team with many events being held for the community and attendance to youth service increasing with the influx of kids returning to visit family for Christmas. A highlight was the extremely successful Town Christmas party which saw about 400 hundred people in attendance. The team built the town Christmas tree and had youth volunteers assisting with the running of the event.

We collaborated with other agencies also during this month to help promote and facilitate events such as the Carols by candlelight, end of year awards evening for the youth at the youth centre and more.

We continued our partnership with Karalundi and we are looking forward to continuing this into the new year.

The beginning of the year will see the team running our all day holiday program with support from visiting team from GRAMS and the Fair Game organisations. We will be holding morning sessions at the Youth Centre, afternoon sessions at the swimming pool and evening sessions between the oval facilities and the Youth centre.

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall
Seconded: Cr MJ Smith

That the Youth Sport and Recreation Services Officer's report for December 2020 be received.

CARRIED 5/0

9.1.4. RANGERS REPORT – DECEMBER 2020

Prepared by P Smith, Canine Control
Date JANUARY 2021

10 DECEMBER – 12 DECEMBER 2020

COMPLAINTS RECEIVED:

No written or verbal complaints had been received since the last visit. There was an outstanding complaint regarding nuisance dogs in Oliver Street and this was dealt with.

ANIMALS TRAPPED:

As a result of the sighting of numerous cats during the last visit, cat traps were set along Railway and Savage Street. The cages were monitored and as a result, seven large feral cats were caught, removed, and destroyed.

Trapping cages were set at several commercial properties following a request directly to me by the owners of the properties. The cages were monitored through the evening and as a result, two large cats and five kittens were caught.

Two large feral cats were caught at another property and these were removed and destroyed.

ANIMALS DESTROYED:

Nine feral cats were destroyed. Two large cats and five kittens were rehomed.

FURTHER PATROLS:

Patrols were conducted of the Rubbish tip, Peace Gorge, Cemetery, Go Cart Track, Racecourse, and Airport. No animals were sighted wandering and there was nothing to report. Patrols and security checks were conducted around the townsite.

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith
Seconded: Mr PS Clancy

That the Ranger's Report for December 2020 be received.

CARRIED 5/0

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
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 03.10.19 Survey, legal and planning application currently being undertaken by DoE. Proposed new boundaries presented to OCM meeting 19 October 2019 for endorsement 19.10.19 Boundaries being adjusted	Complete Complete 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 16.04.14 Email to DoL 17.04.14 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
20.02.16	9.5.3	Local Planning Strategy and Local Planning Scheme No 4	CDSM	Documents Sent Waiting for final approval from Dept Emailed Paul Bashall 30.06.20 Review presented to Council Council working group to be convened	Complete Progressing
16.07.16	9.4.5	Old Power Station	CDSM	Horizon Power advised 16.07.16. Contamination clearance in process. 03.10.19 Contaminated soil now excavated and in the process of reinstatement. Contractors onsite in mid-November to complete the remediation. 10.02.20 Remediation continues	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 25.01.18 & letter sent 30.01.18 Emailed Lawyer 30.01.18 Letter to Minister & MRVC 05.06.18	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 04.06.19	In Progress
21.09.19	9.4.2	Lighting at Skate Park	CDSM	Researching funding	In Progress
19.10.19	10.1	Ashburton Downs Road- Heavy Haulage	CEO	Emailed ABRA 30.10.19	In Progress
27.06.20	9.5.3	Mission Australia Short Term Accommodation Proposal	CDO/CDSM	Mission and Housing contacted	Complete

				Dept of Housing working on asset disposal process	In Progress
22.09.20	9.7.2	Tenders – Commercial Tenancies Lloyds Plaza	CDSM	To be advertised Closed 16/12/20 Item presented to council in January 2020	Completed Completed In Progress
22.09.20	10.2	Murchison Georegion Project – Phase 2	CDSM	Advertised 2 Expressions of Interest Received	Complete In Progress
17.10.20	9.4.1	Lease – Red Sandbox – Yulella Aboriginal Corporation	DCEO	Ministerial approval sought 21/10/20 Lease sent to Yulella for signing	Complete Complete
17.10.20	9.6.1	Gabanintha – Nannine Road – Heavy Haulage	CEO	Emailed MSP Engineering Pty Ltd 20/10/2020 <input type="checkbox"/> Formalise Agreement <input type="checkbox"/> Bond Received	In Progress
17.10.20	10.1	Application for Remote Airstrip Upgrade Program	CDSM	Submitted 11/11/20	In Progress
17.10.20	10.3	New Meekatharra Hospital – Lobbying	CEO	Email Consultant 20/10/20 Actively lobbying	Completed In Progress
21.11.20	9.3.1	Murchison Regional Vermin Council Ongoing Contributions	CEO	Letter to MRVC 25/11/20 Emailed Lawyer 30/11/20 New Deed to MRVC 10/12/20 MRVC Returned & signed deed 11/01/21	In Progress
21.11.20	9.4.1	Lease of Lot 17 Main Street	CDSM	Emailed 23/11/20 – decision waiting on lease agreement Lease agreement given to tenant for signing Tenant getting quotes for works	Complete In Progress In Progress
21.11.20	9.4.2	School Oval Facility – Agreement	CDSM	Emailed 23/11/20 Proceeding as per original project	In Progress
21.11.20	9.4.3	Events Subcommittee	CDSM	Expression of Interest advertised. Draft TOR present to council in Dec 2020	Complete
18.12.20	9.2.4	Request for Rates Write off – A432	DCEO	Ratepayer notified 21/12/20	Complete
18.12.20	9.2.5	2019/20 Annual Report	DCEO	Report lodged on Smarthub and shire website 21/12/20. Annual Electors meeting advertised	Complete

18.12.20	9.7.1	Remission of Interest Request – Pivotel Satellite Pty Ltd	CDSM	Letter & emailed, write off complete	Complete
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Officers Recommendation / Council Resolution



Moved: Cr PS Clancy

Seconded: Cr MJ Smith

That the Status report be received.

CARRIED 5/0

9.2. FINANCE

Title/Subject:	MONTHLY FINANCIAL REPORT PERIOD ENDED DECEMBER 2020	
Agenda/Minute Number:	9.2.1	
Applicant:	Nil	
File Ref:	ADM 171	
Date of Report:	31 December 2020	
Disclosure of Interest:	Nil	
Author:	Krys East Deputy Chief Executive Officer	
		Signature of Author
Senior Officer:	Roy McClymont Chief Executive Officer	
		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 PS Moses

Seconded: Cr MR Hall

That the financial report for the period ending 31 December 2020 be received.

CARRIED 5/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 31 December 2020

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

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*Note 2 Net Current Funding Position

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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 31 December 2020 of \$8,373,784.

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 31 December 2020

Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
	\$		\$	\$	\$	%
Operating Revenues						
Rates	4,299,507	4,543,198	4,542,231	4,657,958	115,727	2.55%
Operating Grants, Subsidies and Contributions	2,070,500	2,201,301	1,238,288	1,236,114	(2,174)	(0.18%)
Fees and Charges	1,384,241	1,534,435	905,170	740,482	(164,688)	(18.19%)
Service Charges	-	-	0	0	0	0%
Interest Earnings	267,044	305,348	46,267	57,893	11,626	25.13%
Other Revenue	321,053	326,938	148,270	124,317	(23,953)	(16.15%)
Profit on Disposal of Assets	-	-	0	0	0	0%
Total Operating Revenue	8,342,345	8,911,220	6,880,226	6,816,765	(63,461)	
Operating Expense						
Employee Costs	(1,759,393)	(1,759,393)	(842,408)	(720,088)	(122,320)	(14.52%)
Materials and Contracts	(3,005,434)	(3,399,854)	(1,690,946)	(840,777)	(850,169)	(50.28%)
Utility Charges	(451,842)	(451,842)	(225,805)	(111,414)	(114,392)	(50.66%)
Depreciation on Non-Current Assets	(7,160,158)	(7,160,158)	(3,580,009)	(3,792,564)	212,555	5.94%
Interest Expenses	0	0	0	0	0	0%
Insurance Expenses	(216,311)	(216,311)	(216,302)	(205,345)	(10,957)	(5.07%)
Other Expenditure	(288,444)	(288,444)	(112,945)	(126,005)	13,060	11.56%
Loss on Disposal of Assets	(89,338)	(89,338)	(15,200)	0	(15,200)	100.00%
Total Operating Expenditure	(12,970,940)	(13,365,340)	(6,683,615)	(5,796,193)	(887,422)	
Funding Balance Adjustments						
Add back Depreciation	7,160,158	7,160,158	3,580,009	3,792,564	212,555	5.94%
Adjust (Profit)/Loss on Asset Disposal	89,338	89,338	15,200	0	(15,200)	(100.00%)
Adjust Provisions	-	-	0	0	0	0%
Net Cash from Operations	2,620,901	2,795,376	3,791,820	4,813,136	1,021,316	
Non-Operating Revenues						
Non-Operating Grants & Contributions	19,122,815	19,142,312	5,029,328	4,977,023	(52,305)	(1.04%)
Less Unspent Grants	-	-	0	(4,152,349)		
Net Non-Operating Grants	19,122,815	19,142,312	5,029,328	824,675		
Proceeds from Disposal of Assets	221,000	221,000	0	0	0	0%
Total Capital Revenues	19,343,815	19,363,312	5,029,328	824,675	(52,305)	
Non-Operating Expenses						
Land Held for Resale	-	-	0	0	0	0%
Land and Buildings	(422,282)	(1,138,494)	(139,986)	(129,106)	(10,880)	(7.77%)
Furniture and Equipment	(73,000)	(73,000)	(39,000)	(28,711)	(10,289)	(26.38%)
Plant and Equipment	(2,003,000)	(2,243,000)	(25,000)	0	(25,000)	(100.00%)
Infrastructure - Roads	(24,338,634)	(24,478,131)	(3,930,959)	(3,917,280)	(13,679)	(0.35%)
Infrastructure - Footpaths	0	0	0	0	0	0.00%
Infrastructure - Airports	(50,000)	(175,000)	0	0	0	0.00%
Infrastructure - Other	(651,903)	(651,903)	(162,700)	(49,207)	(113,493)	(69.76%)
Total Capital Expenditure	(27,738,819)	(28,759,528)	(4,297,645)	(4,124,304)	(173,341)	
Net Cash from Capital Activities	(8,395,004)	(9,396,216)	731,683	(3,299,629)	121,036	
Financing						
Transfer to Reserves	(918,180)	(956,484)	0	0	0	0%
Transfer from Reserves	900,000	1,100,000	0	0	0	0%
Net Cash from Financing Activities	(18,180)	143,516	0	0	0	
Net Operations, Capital and Financing	(5,792,283)	(6,457,324)	4,523,503	1,513,507	1,142,352	
Opening Funding Surplus(Deficit)	5,792,283	6,907,873	6,907,873	6,860,278	(47,595)	(0.69%)
Closing Funding Surplus(Deficit)	-	450,549	11,431,376	8,373,784	1,094,757	

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 31 December 2020

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	80	80	0	(80)	(100.00%)	
General Purpose Funding - Rates	4,543,298	4,542,231	4,657,958	115,727	2.55%	
General Purpose Funding - Other	2,058,013	924,590	937,181	12,591	1.36%	
Law, Order and Public Safety	14,345	8,668	4,548	(4,120)	(47.53%)	
Health	6,104	6,104	2,192	(3,912)	(64.09%)	
Education and Welfare	349,614	76,332	61,717	(14,615)	(19.15%)	▼
Housing	29,500	14,742	17,043	2,301	15.61%	
Community Amenities	146,682	128,660	114,219	(14,441)	(11.22%)	▼
Recreation and Culture	769,949	87,523	44,370	(43,153)	(49.30%)	▼
Transport	20,048,585	5,987,946	5,881,423	(106,523)	(1.78%)	
Economic Services	153,562	86,983	28,115	(58,868)	(67.68%)	▼
Other Property and Services	133,900	45,695	45,023	(672)	(1.47%)	
Total Operating Revenue	28,053,532	11,909,554	11,793,788	(115,766)		
Operating Expense						
Governance	(721,006)	(323,069)	(236,704)	(86,365)	(26.73%)	▼
General Purpose Funding	(217,167)	(90,685)	(103,362)	12,678	13.98%	▲
Law, Order and Public Safety	(225,814)	(117,872)	(70,626)	(47,246)	(40.08%)	▼
Health	(126,480)	(61,453)	(67,177)	5,724	9.31%	
Education and Welfare	(843,390)	(425,764)	(291,284)	(134,480)	(31.59%)	▼
Housing	(35,903)	(40,964)	(39,633)	(1,331)	(3.25%)	
Community Amenities	(673,115)	(302,378)	(213,997)	(88,281)	(29.21%)	▼
Recreation and Culture	(1,814,214)	(902,074)	(671,550)	(230,524)	(25.55%)	▼
Transport	(7,852,347)	(3,938,531)	(3,947,478)	8,947	0.23%	
Economic Services	(614,336)	(333,404)	(254,740)	(78,664)	(23.59%)	▼
Other Property and Services	(239,571)	(147,521)	100,359	(247,690)	(168.03%)	▼
Total Operating Expenditure	(13,365,340)	(6,683,615)	(5,796,193)	(887,422)		
Funding Balance Adjustments						
Add back Depreciation	7,160,358	3,580,009	3,792,564	212,555	5.94%	
Adjust (Profit)/Loss on Asset Disposal	89,338	15,200	0	(15,200)	(100.00%)	▼
Less Unspent Grants, Subsidies and Contributions	0	0	(4,152,349)			
Net Cash from Operations	21,937,668	8,821,148	5,637,811	969,012		
Non-Operating Revenues						
Proceeds from Disposal of Assets	221,000	0	0	0		
Total Capital Revenues	221,000	0	0	0		
Non-Operating Expenses						
Land and Buildings	(1,136,494)	(139,986)	(129,106)	(10,880)	(7.77%)	
Furniture and Equipment	(73,000)	(39,000)	(28,711)	(40,289)	(26.38%)	▼
Plant and Equipment	(2,243,000)	(25,000)	0	(25,000)	(100.00%)	▼
Infrastructure - Roads	(24,478,131)	(3,930,959)	(3,917,280)	(13,679)	(0.35%)	
Infrastructure - Airports	(175,000)	0	0	0	0.00%	
Infrastructure - Other	(651,903)	(162,700)	(49,207)	(113,493)	(69.76%)	▼
Total Capital Expenditure	(28,759,528)	(4,297,645)	(4,124,304)	(173,341)		
Net Cash from Capital Activities	(28,538,528)	(4,297,645)	(4,124,304)	(173,341)		
Transfer to Reserves	(956,484)	0	0	0		▼
Transfer from Reserves	1,100,000	0	0	0		
Net Cash from Financing Activities	143,516	0	0	0		
Net Operations, Capital and Financing	(6,457,324)	4,523,503	1,513,507	1,142,353		
Opening Funding Surplus(Deficit)	6,907,873	6,907,873	6,860,278	(47,595)	(0.69%)	
Closing Funding Surplus(Deficit)	450,549	11,431,376	8,373,784	1,094,757		

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 31 December 2020

	Adopted Budget	Adopted Budget Amendments (Note 4)	Amended Annual Budget	Amended YTD Budget (a)
	\$	\$	\$	\$
Operating Revenues				
Governance	80	0	80	80
General Purpose Funding - Rates	4,299,507	243,691	4,543,198	4,542,231
General Purpose Funding - Other	1,879,621	178,392	2,058,013	934,590
Law, Order and Public Safety	14,345	0	14,345	8,668
Health	6,104	0	6,104	6,104
Education and Welfare	149,614	0	149,614	76,332
Housing	29,500	0	29,500	14,742
Community Amenities	140,797	5,885	146,682	128,660
Recreation and Culture	769,949	0	769,949	87,523
Transport	19,888,181	160,404	20,048,585	5,987,946
Economic Services	153,562	0	153,562	86,983
Other Property and Services	133,900	0	133,900	45,695
Total Operating Revenue	27,465,160	588,372	28,053,532	11,909,554
Operating Expense				
Governance	(721,006)	0	(721,006)	(323,069)
General Purpose Funding	(229,167)	12,000	(217,167)	(90,685)
Law, Order and Public Safety	(225,814)	0	(225,814)	(117,872)
Health	(128,480)	0	(128,480)	(61,453)
Education and Welfare	(848,390)	0	(848,390)	(425,754)
Housing	(29,500)	(6,400)	(35,900)	(40,964)
Community Amenities	(673,115)	0	(673,115)	(302,278)
Recreation and Culture	(1,814,214)	0	(1,814,214)	(902,074)
Transport	(7,452,347)	(400,000)	(7,852,347)	(3,938,531)
Economic Services	(614,336)	0	(614,336)	(333,404)
Other Property and Services	(239,571)	0	(239,571)	(147,521)
Total Operating Expenditure	(12,970,940)	(394,400)	(13,365,340)	(6,683,615)
Funding Balance Adjustments				
Add back Depreciation	7,160,158	0	7,160,158	3,580,009
Adjust (Profit)/Loss on Asset Disposal	89,338	0	89,338	15,200
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	21,743,716	193,972	21,937,688	8,821,148
Capital Revenues				
Proceeds from Disposal of Assets	221,000	0	221,000	0
Total Capital Revenues	221,000	0	221,000	0
Capital Expenses				
Land and Buildings	(422,262)	(716,213)	(1,138,494)	(139,986)
Furniture and Equipment	(73,000)	0	(73,000)	(39,000)
Plant and Equipment	(2,003,000)	(240,000)	(2,243,000)	(25,000)
Infrastructure - Roads	(24,538,634)	60,503	(24,478,131)	(3,930,959)
Infrastructure - Footpaths	0	0	0	0
Infrastructure - Airports	(50,000)	(125,000)	(175,000)	0
Infrastructure - Other	(651,903)	0	(651,903)	(162,700)
Total Capital Expenditure	(27,738,819)	(1,020,709)	(28,759,528)	(4,297,645)
Net Cash from Capital Activities	(27,517,819)	(1,020,709)	(28,538,528)	(4,297,645)
Financing				
Transfer to Reserves	(918,180)	(38,304)	(956,484)	0
Transfer from Reserves	900,000	200,000	1,100,000	0
Net Cash from Financing Activities	(18,180)	161,696	143,516	0
Net Operations, Capital and Financing	(5,792,283)	(665,041)	(6,457,324)	4,523,503
Opening Funding Surplus(Deficit)	5,792,283	1,115,590	6,907,873	6,907,873
Closing Funding Surplus(Deficit)	0	450,549	450,549	11,431,376

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 31 December 2020

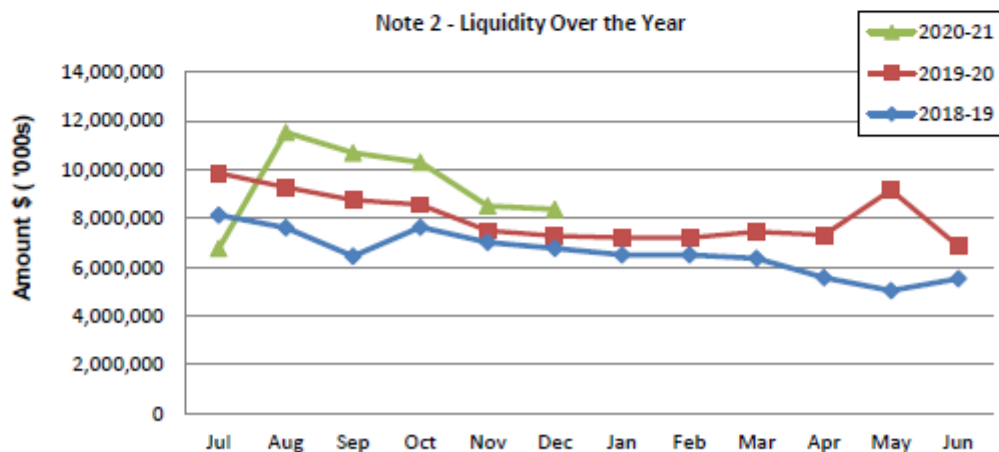
Note 1: EXPLANATION OF MATERIAL VARIANCES

BY Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	(80)	(100.00%)			Under variance reporting threshold
General Purpose Funding - Rates	115,727	2.55%			Under variance reporting threshold
General Purpose Funding - Other	12,591	1.36%			Under variance reporting threshold
Law, Order and Public Safety	(4,120)	(47.53%)			Under variance reporting threshold
Health	(3,912)	(64.09%)			Under variance reporting threshold
Education and Welfare	(14,615)	(19.15%)	▼	Timing	OSHC Grant funding is \$6k lower than ytd budget. It is expected that this will even out over future months.
Housing	2,301	15.61%			Under variance reporting threshold
Community Amenities	(14,441)	(11.22%)	▼	Timing	Burial Charges are \$13 lower than ytd budget. Staff will re-assess this budget with the budget review.
Recreation and Culture	(49,153)	(49.30%)	▼	Timing	Items lower than YTD budget include Lloyd's rent \$24k (as the building remains without a tenant) and school contribution to the oval revenue \$11k. This will be assessed by staff and reviewed with the budget review.
Transport	(106,523)	(1.78%)			Under variance reporting threshold
Economic Services	(58,868)	(67.68%)	▼	Permanent	Rental charges for Doray minerals were raised as at 30 June due to termination of the lease agreement in Feb 20. Staff will address this reduction in revenue with the budget review.
Other Property and Services	(672)	(1.47%)			Under variance reporting threshold
Operating Expense					
Governance	(86,365)	(26.73%)	▼	Timing	Admin allocations are \$42k lower, and general members expenses are \$46k lower than ytd budget. These may even out during the year.
General Purpose Funding	12,678	13.98%	▲	Timing/Permanent	Admin allocations are \$14k lower than ytd budget. These may even out during the year. Council approved airport lease write offs of \$32k that were not budgeted. This will be addressed with the budget review.
Law, Order and Public Safety	(47,246)	(40.08%)	▼	Timing	Fire control operational costs are \$27k lower than ytd budget and \$20k general under expenditure of less than \$10k in SES and Animal control and Ranger services due to budgets being spread evenly over 12 months.
Health	5,724	9.31%			Under variance reporting threshold
Education and Welfare	(134,480)	(31.59%)	▼	Timing	Youth Centre expenses are \$95k lower than ytd budget. Community Development expenses are \$3k lower than ytd budget. These will be reviewed and assessed by staff with the budget review.
Housing	(1,331)	(3.25%)			Under variance reporting threshold
Community Amenities	(88,281)	(29.21%)	▼	Timing	Other Community amenities expenses are \$41k lower than ytd budget (incl. \$32k grave digging) Sanitation expenses are \$31k lower than ytd budget (incl. \$16k litter control). These may even out during future months and be assessed with the budget review.
Recreation and Culture	(230,524)	(25.55%)	▼	Timing	Recreation Officer and Other recreation \$98k, Recreation Officer \$37k, Swimming pool \$47k, Lloyds building \$52k, Library expenses are \$12k lower than ytd budget. These will be reviewed and assessed by staff with the budget review.
Transport	8,947	0.25%			Under variance reporting threshold
Economic Services	(78,664)	(23.59%)	▼	Timing	Tourism and Area promotion expenses (incl. Community Events) are \$61k lower and Other Economic depreciation is \$11k lower than ytd budget - these may even out during the year, but will be assessed with the budget review.
Other Property and Services	(247,880)	(168.03%)	▼	Timing	Plant Operations and Public works costs and recoveries are \$203k lower than ytd budget. Minor Plant running costs are \$36k lower than ytd budget. As these budgets are generally spread evenly over the year it is anticipated that they will even out over time.
Funding Balance Adjustments					
Add back Depreciation	212,555	5.94%			Under variance reporting threshold
Adjust (Profit)/Loss on Asset Disposal	(15,200)	(100.00%)	▼	Timing	P427 - 2010 Hi-Ace Bus will be traded later this year.
Capital Revenues					
* Refer Statement by Nature or Type - Non-Operating Grants and Contributions	(52,305)	(1.04%)			Under variance reporting threshold
Proceeds from Disposal of Assets	0				
Capital Expenses					Refer to Note 8A for project details
Land and Buildings	(10,880)	(7.77%)			Under variance reporting threshold
Furniture and Equipment	(10,289)	(26.38%)	▼	Timing	Refer to Note 8A for project details
Plant and Equipment	(25,000)	(100.00%)	▼	Timing	Refer to Note 8A for project details
Infrastructure - Roads	(13,679)	(0.35%)			Under variance reporting threshold
Infrastructure - Footpaths	0	0.00%			Under variance reporting threshold
Infrastructure - Airports	0	0.00%			Under variance reporting threshold
Infrastructure - Other	(113,493)	(69.76%)	▼	Timing	Refer to Note 8A for project details
Opening Funding Surplus(Deficit)	(47,595)	(0.69%)			The funding position will be finalised with year end processes and pending final audit. This position may change.

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 December 2020

Note 2: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)				
	Note	YTD 31 Dec 2020	Previous Month	YTD 31 Dec 2019
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	10,706,505	12,750,010	4,741,588
Cash Restricted Reserves	3	21,280,349	21,280,349	20,167,140
Cash Restricted - Bonds to be allocated		0	0	92,825
Receivables - Rates and Rubbish	5	1,793,018	1,958,472	1,914,746
Receivables -Other	5	(104,853)	(26,650)	828,341
Interest / ATO Receivable/Trust		206,261	319,288	97,363
Inventories		141,679	171,499	90,760
		34,022,959	36,452,969	27,932,762
Less: Current Liabilities				
Payables		(123,768)	(2,417,118)	(81,818)
Bonds Held		(92,710)	(92,790)	(92,745)
Provisions		(354,285)	(354,285)	(350,694)
Unspent Grants (Contract Liabilities)		(4,152,349)	(4,165,294)	0
		(4,723,111)	(7,029,487)	(525,257)
Net Current Assets		29,299,848	29,423,482	27,407,505
Less: Cash Reserves	6	(21,280,349)	(21,280,349)	(20,167,140)
Plus Provisions		354,285	354,285	350,694
Net Current Funding Position		8,373,784	8,497,418	7,591,059



Comments - Net Current Funding Position

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 December 2020

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Bonds \$	Balance of Account \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	535,967		0	535,967	Westpac	At Call
Air BP	Variable	65,172			65,172	Westpac	At Call
Maxi Account	Variable	10,084,622		92,710	10,177,332	Westpac	At Call
(b) Term Deposits							
549463	1.00%		21,280,349		21,280,349	Westpac	26-Jun-21
Total		10,685,761	21,280,349	92,710	32,058,820		

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.
- * The Auditor General recommended that Local Government should recognise Bonds and funds controlled as Municipal funds, as opposed to previously being recognised as Trust Funds. The Trust fund should only hold funds not controlled by the Shire.

SHIRE OF MEEKATHARRA
Budget Amendments
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

Note 4: Adopted Budget Amendments to date

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
							\$	\$	\$	\$
		Adopted Budget		Adopted Budget Closing Surplus/(Deficit)	0	0				0
	↑			Unaudited Budget Surplus	5,792,283	6,907,873		1,115,590	0	1,115,590
Revenue										
0031	↑	GRV Rates	22.9.20 - Item 9.2.4	Operating Revenue	4,297,568	4,541,259		243,691	0	1,359,281
0181	↑	Financial Assistance Grant	22.9.20 - Item 9.2.4	Operating Revenue	1,135,191	1,175,685		40,494	0	1,399,775
0211	↑	Local Road Grant	22.9.20 - Item 9.2.4	Operating Revenue	459,286	558,880		99,594	0	1,499,369
4591	↓	MRD - Direct Grant	22.9.20 - Item 9.2.4	Operating Revenue	312,672	303,385		0	9,287	1,490,082
8763	↑	Sale of Scrap	22.9.20 - Item 9.2.4	Operating Revenue	0	5,885		5,885	0	1,495,967
9224	↑	Interest on Reserves	22.9.20 - Item 9.2.4	Operating Revenue	174,499	212,803		38,304	0	1,534,271
5013	↑	Airport Leases	21.11.20 - Item 9.7.1	Operating Revenue	47,825	198,019		150,194	0	1,684,465
Non-Operating Revenue										
4572	↑	Transfer from Infrastructure Reserve	27.6.20 - Item 9.5.3	Non-Operating Revenue	0	200,000		200,000	0	1,884,465
5183	↓	Building Better Regions Fund Grant	15.08.20 - Item 9.7.1	Non-Operating Revenue	1,799,771	1,669,268		0	130,503	1,753,962
	↑	R.A.D.S./R.A.F.P./R.A.A.P. Grant Income	17.10.20 - Item 10.2	Non-Operating Revenue	0	150,000		150,000	0	1,903,962
Operating Expenditure										
0192	↑	Valuation & Title Search	22.9.20 - Item 9.2.4	Operating Expenses	15,039	3,039		12,000	0	1,915,962
4750	↓	Road Maintenance Various	22.9.20 - Item 9.2.4	Operating Expenses	50,000	450,000		0	400,000	1,515,962
0947	↓	Lot 255 Darlot St - Maintenance	17.10.20 - Item 9.3.3	Operating Expenses	6,860	10,060		0	3,200	1,512,762
0946	↓	Lot 304 Darlot St - Maintenance	17.10.20 - Item 9.3.3	Operating Expenses	6,860	10,060		0	3,200	1,509,562

SHIRE OF MEEKATHARRA
Budget Amendments
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

Note 4: Adopted Budget Amendments to date

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
Non-Operating Expenditure										
2533	↓	Domestic Violence Building Purchase	27.6.20 - Item 9.5.3	Capital Expenses	0	200,000		0	200,000	1,509,562
1267	↑	Roads Construction Misc	15.08.20 - Item 9.7.1	Capital Expenses	2,045,970	600,000		1,445,970	0	1,309,562
LR66	↓	Landor Road - Local Roads & Community Infrastructure Program	15.08.20 - Item 9.7.1	Capital Expenses	0	1,315,467		0	1,315,467	2,755,532
4191	↓	Stage 1 - Lloyds Renovations	22.9.20 - Item 9.2.4	Capital Expenses	0	516,212		0	516,212	1,440,065
C66	↓	Landor Road - Construct Yalgur River Floodway	22.9.20 - Item 9.2.4	Capital Expenses	80,000	150,000		0	70,000	923,853
5034	↓	2 x Transportable 2 bedroom camp accommodation units	22.9.20 - Item 9.2.4	Capital Expenses	160,000	400,000		0	240,000	853,853
1215	↑	Airport Apron and Parking Areas	22.9.20 - Item 9.2.4	Capital Expenses	20,000	37,000		0	17,000	613,853
1218	↑	Crack Sealing & Line Marking	22.9.20 - Item 9.2.4	Capital Expenses	0	30,000		0	30,000	596,853
1220	↑	Runway Reseal & Fog Seal	22.9.20 - Item 9.2.4	Capital Expenses	0	78,000		0	78,000	566,853
8960	↑	Transfer to Reserve - Interest	22.9.20 - Item 9.2.4	Capital Expenses	918,179	956,483		0	38,304	488,853
								0	3,501,722	3,051,173

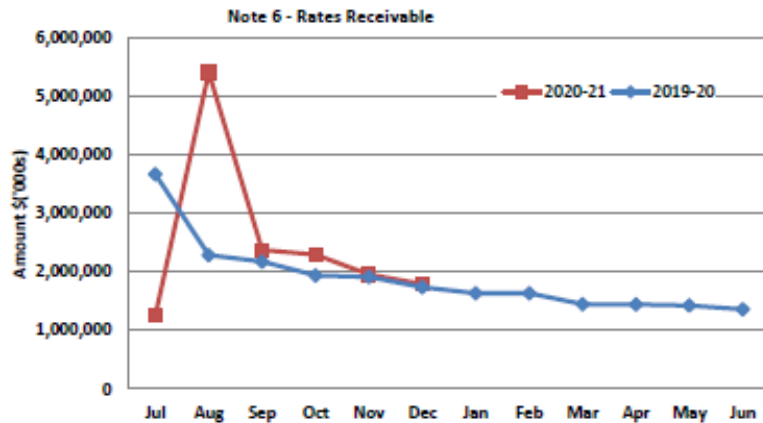
SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 December 2020

Note 5: RECEIVABLES

Receivables - Rates and Rubbish Receivable

	YTD 31 Dec 2020 \$	30/06/2020 \$
Opening Arrears Previous Years	1,362,717	1,362,717
Levied this year	4,761,375	
Less Collections to date	(4,331,073)	
Equals Current Outstanding	1,793,018	1,362,717
Net Rates and Rubbish Collectable % Collected	1,793,018 70.72%	1,362,717

Note 2



Comments/Notes - Receivables Rates

Rates were levied on	4-Aug-20
Full Payment or Instalment 1 due	11-Sep-20
Instalment 2 due	16-Nov-20
Instalment 3 due	20-Jan-21
Instalment 4 due	26-Mar-21

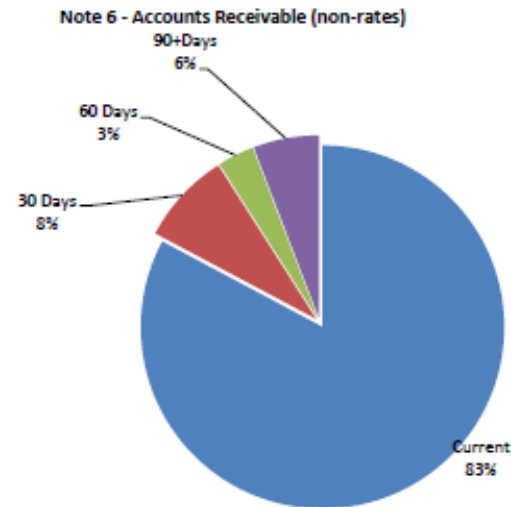
Receivables - General

Receivables - Sundry Debtors

Total Sundry Debtors

Amounts shown above include GST (where applicable)

	Current \$	30 Days \$	60 Days \$	90+Days \$
Receivables - General	51,532	5,095	2,004	3,612
Total Sundry Debtors	62,243			



Comments/Notes - Receivables General

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 December 2020

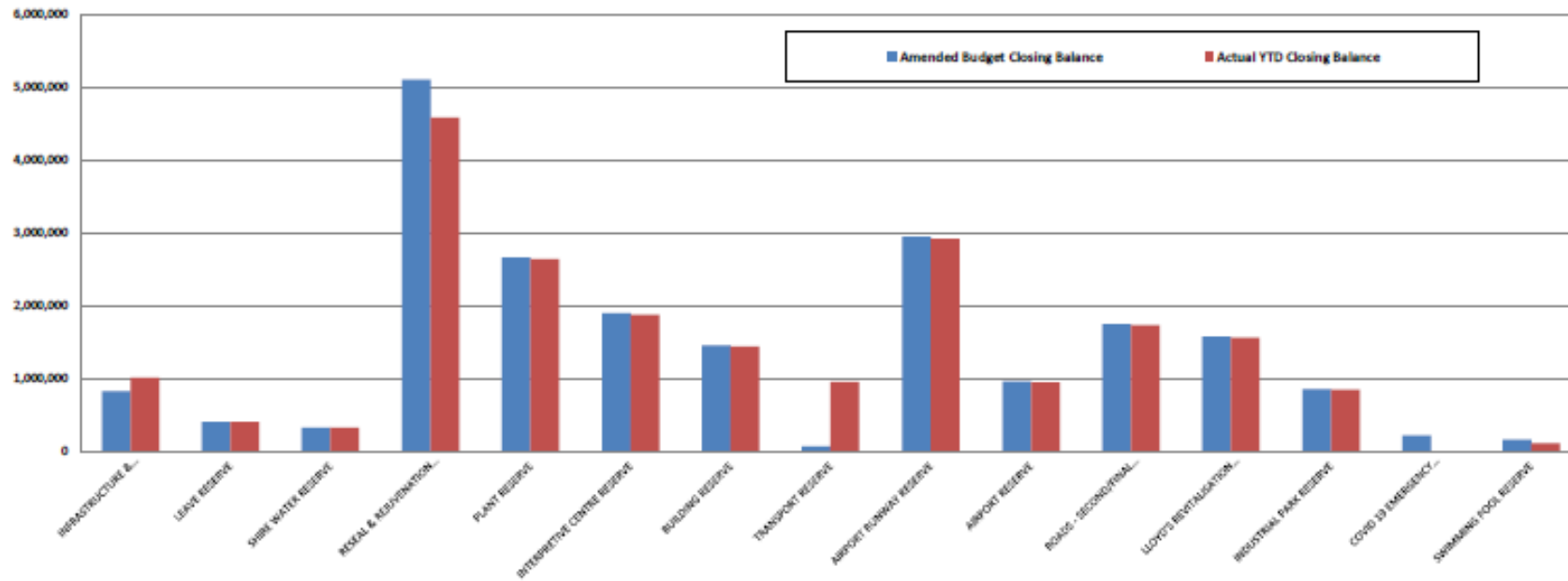
Note 6: Cash Backed Reserves

Name	Actual Opening Balance	Original Budget Interest Earned	Amended Budget Interest Earned	Actual Interest Earned	Original Budget Transfers In (+)	Actual Transfers In (+)	Original Budget Transfers Out (-)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$		\$	\$	\$	\$		\$	\$	\$
INFRASTRUCTURE & ECONOMIC DEVELOPMENT RESERVE	1,007,301	8,260	10,073	0	0	0	0	(200,000)	0	817,374	1,007,301
LEAVE RESERVE	394,216	3,233	3,943	0	0	0	0	0	0	398,159	394,216
SHIRE WATER RESERVE	319,452	2,620	3,195	0	0	0	0	0	0	322,647	319,452
RESEAL & REJUVENATION RESERVE	4,380,118	17,237	25,481	0	500,000	0	0	0	0	5,105,599	4,380,118
PLANT RESERVE	2,634,032	21,599	26,340	0	0	0	0	0	0	2,660,372	2,634,032
INTERPRETIVE CENTRE RESERVE	1,872,501	15,355	18,725	0	0	0	0	0	0	1,891,226	1,872,501
BUILDING RESERVE	1,436,843	11,782	14,368	0	0	0	0	0	0	1,451,212	1,436,843
TRANSPORT RESERVE	951,686	7,804	9,517	0	0	0	(900,000)	(900,000)	0	61,203	951,686
AIRPORT RUNWAY RESERVE	2,914,039	23,895	29,140	0	0	0	0	0	0	2,943,180	2,914,039
AIRPORT RESERVE	943,953	7,740	9,439	0	0	0	0	0	0	953,392	943,953
ROADS - SECOND/FINAL SEALS RESERVE	1,727,471	14,165	17,274	0	0	0	0	0	0	1,744,746	1,727,471
LLOYD'S REVITALISATION RESERVE	1,556,137	12,760	15,561	0	0	0	0	0	0	1,571,697	1,556,137
INDUSTRIAL PARK RESERVE	841,428	6,900	8,415	0	0	0	0	0	0	849,842	841,428
COVID 19 EMERGENCY RESPONSE/CASHFLOW SUPPLEMENT RESERVE	0	0	0	0	214,000	0	0	0	0	214,000	0
SWIMMING POOL RESERVE	101,172	830	1,012	0	50,000	0	0	0	0	152,184	101,172
	21,280,349	154,180	192,484	0	764,000	0	(900,000)	(1,100,000)	0	21,136,833	21,280,349

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 December 2020

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 31 December 2020

Note 7a: UNTIED GRANTS

	2020-21	Variations	2020-21	Operating	Non- Operating	Recoup Status	
	Original Budget	Additions (Deletions)	Amended Budget	\$	\$	Funds Received	Balance to be received
	\$	\$		\$	\$	\$	\$
General Purpose Funding							
Financial Assistance Grant	1,135,191	40,494	1,175,685	1,175,685	0	587,843	587,843
Local Road Grant	459,286	99,594	558,880	558,880	0	279,440	279,440
Law, Order and Public Safety							
D.F.E.S. Operating Grant	5,535	0	5,535	5,535	0	1,693	3,842
S.E.S. Operating Grant	4,810	0	4,810	4,810	0	1,203	3,608
Education and Welfare							
Misc Youth - Grants Other	10,000	0	10,000	10,000	0	0	10,000
Youth Grant - O.S.H.C. Program	26,172	0	26,172	26,172	0	13,084	13,088
Youth Services Grant - D.C.P. - W.A.	85,642	0	85,642	85,642	0	43,696	41,946
Community Amenities							
Recreation and Culture							
Miscellaneous Grants - Rec Off	10,000	0	10,000	10,000	0	0	10,000
Recreation Grants	10,000	0	10,000	10,000	0	0	10,000
Transport							
Local Roads & Community Infrastructure Program	0	0	0	0	0	0	0
Building Better Regions Fund Grant	0	0	0	0	0	0	0
Mrd - Direct Grant	312,672	(9,287)	303,385	303,385	0	303,385	0
Street - Lighting - Operating Grant	5,192	0	5,192	5,192	0	5,772	(580)
Economic Services							
Trails Grant	0	0	0	0	0	0	0
Fundraising Misc Income	6,000	0	6,000	6,000	0	0	6,000
Grant Income - Combating Pests (Meekatharra Rangelands Biosecurity Assoc.)	0	0	0	0	0	0	0
	2,070,500	130,801	2,201,301	2,201,301	0	1,236,114	965,187

Note7b: TIED GRANTS where liability arises when funds are received but not spent to date.

	2020-21	Variations	2020-21	Operating	Non- Operating	Recoup Status		Expenditure relating to Grant funds	
	Original Budget	Additions (Deletions)	Amended Budget			Funds Received	Balance to be received	Amount Spent	Unspent Grant
	\$	\$		\$	\$	\$	\$	\$	\$
Recreation and Culture									
Misc Grants	583,423	0	583,423	0	583,423	10,515	572,908	115,635	0
Transport									
Local Roads & Community Infrastructure Program	822,435	0	822,435	0	822,435	373,835	448,600	19,561	354,273
Building Better Regions Fund Grant	1,799,771	(130,503)	1,669,268	0	1,669,268	0	1,669,268	1,881,525	0
Wandrra - Natural Disaster	14,585,900	0	14,585,900	0	14,585,900	3,588,788	10,997,112	8,979	3,579,809
R2R Grant	785,619	0	785,619	0	785,619	785,619	0	1,153,777	0
Mrd Road Project Grant	545,667	0	545,667	0	545,667	218,267	327,400	0	218,267
R.A.D.S./R.A.F.P./R.A.A.P. Grant Income	0	150,000	150,000	0	150,000	0	150,000	0	0
	0	0	0	0	0	0	0		
	19,122,815	19,497	19,142,312	0	19,142,312	4,977,023	14,165,289	3,179,477	4,152,349

SHIRE OF MEEKATHARRA									
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY									
For the Period Ended 31 December 2020									
Note 8a: CAPITAL EXPENDITURE									
Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Buildings									
ADMIN BUILDING CAPITAL - AUXILIARY SEPTIC TANK	1328	AC10	8,000	0	8,000	0	0	0	
ADMIN BUILDING CAPITAL - RENOVATE SERVER ROOM (SHELIVING, CE	1328	AC12	8,000	0	8,000	0	0	0	
ADMIN BUILDING CAPITAL - PLANNING AND STAGE 1 OF OFFICE RECO	1328	AC13	140,000	0	140,000	0	0	0	
ADMIN BUILDING CAPITAL - RE-TILE OUTSIDE FRONT AND STAFF ENTR	1328	AC2	8,000	0	8,000	0	0	0	
ADMIN BUILDING CAPITAL - ROOFING SHEETS AND FLASHING AND RE	1328	AC9	10,000	0	10,000	0	0	0	
YC - UPGRADE YC TOILETS (INCL PAINTING)	2437	YCC08	10,000	0	10,000	10,000	0	(10,000)	
DOMESTIC VIOLENCE BUILDING PURCHASE	2533		0	200,000	200,000	0	0	0	OCM 27.6.20 Item 9.5.3 - funded by Infrastructure Reserve
LOT 206 CAPITAL IMPROVEMENTS	2704	0922	2,000	0	2,000	2,000	826	(1,174)	
LOT 220 CAPITAL IMPROVEMENTS	2704	0923	9,500	0	9,500	5,000	3,054	(1,946)	
LOT 213 CAPITAL IMPROVEMENTS	2704	0925	16,000	0	16,000	0	0	0	
LOT 87 CAPITAL IMPROVEMENTS	2704	0926	8,000	0	8,000	0	0	0	
LOT 408 HILL ST - CAPITAL IMPROVEMENTS	2704	0927	3,200	0	3,200	0	0	0	
LOT 208 CAPITAL IMPROVEMENTS	2704	0929	6,500	0	6,500	0	0	0	
SPORTS COMPLEX RESIDENCE - CAPITAL IMPROVEMENTS	2704	0930	43,000	0	43,000	0	0	0	
LOT 205 HILL ST - CAPITAL IMPROVEMENTS	2704	0932	5,000	0	5,000	0	0	0	
LOT 207 HILL ST - CAPITAL IMPROVEMENTS	2704	0933	5,000	0	5,000	0	0	0	
LOT 204 HILL ST - CAPITAL IMPROVEMENTS	2704	0979	2,000	0	2,000	0	1,536	1,536	
LOT 927 MCCLEARY ST - CAPITAL IMPROVEMENTS	2704	0980	9,500	0	9,500	0	1,095	1,095	
PUBLIC TOILETS CAPITAL EXPENDITURE	3094		2,000	0	2,000	0	760	760	
HALL - CURTAINS FOR HALL FOR EAST AND WEST SIDE WINDOWS	3544	HC09	10,000	0	10,000	0	0	0	
HALL - RELOCATE INSIDE BAR & CREATE STORAGE	3544	HC12	5,000	0	5,000	0	0	0	
POOL - BUILDINGS	3666		5,082	0	5,082	0	0	0	
OSR - PICTURE GARDENS - UPGRADE TOILETS	3997	SR22	90,450	0	90,450	0	0	0	
UPGRADE MAIN BUILDING , INC AIR CON, HWS, LIGHTING AND CIRCU	3997	SR23	9,550	0	9,550	0	0	0	
STAGE 1 - LLOYDS RENOVATIONS	4191		0	516,212	516,212	116,486	115,635	(851)	
RED SANDBOX - REPLACE EVAP WITH SPLIT SYSTEMS	9651	EC04	6,500	0	6,500	6,500	6,200	(300)	
Buildings Total			422,282	716,212	1,138,494	139,986	129,106	(10,888)	
Furniture & Office Equip.									
COUNCIL CHAMBERS - FURNITURE AND EQUIPMENT	0254		35,000	0	35,000	12,000	11,734	(266)	
COMPUTER EQUIPMENT	1244		25,000	0	25,000	17,000	16,977	(23)	
KZ - WATER FOUNTAIN	2438	K2C06	5,000	0	5,000	5,000	0	(5,000)	
C.D.O. COMPUTER PURCHASE	2454		5,000	0	5,000	5,000	0	(5,000)	
OSR - PICTURE GARDENS - ARTIFICIAL TURF	3803	SR11	3,000	0	3,000	0	0	0	
Furniture & Office Equip. Total			73,000	0	73,000	39,000	28,711	(10,289)	

SHIRE OF MEEKATHARRA									
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY									
For the Period Ended 31 December 2020									
Note 8a: CAPITAL EXPENDITURE									
Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Plant, Equip. & Vehicles									
YOUTH CENTRE VEHICLE	2448		40,000	0	40,000	0	0	0	
POOL - PLANT AND EQUIPMENT	3684		20,000	0	20,000	20,000	0	(20,000)	
MISC PLANT (SMALL EQUIPMENT > \$5000 EX GST)	5014		10,000	0	10,000	0	0	0	
CARAVANS & EQUIPMENT	5034		260,000	240,000	500,000	0	0	0	
DOWN HOLE BORE PUMPS AND TRAILERS	5064		100,000	0	100,000	0	0	0	
SWEeper	5094		361,000	0	361,000	0	0	0	
TRUCK	5124		350,000	0	350,000	0	0	0	
GRADERS	5134		400,000	0	400,000	0	0	0	
WORKS MANAGER VEHICLE	5144		64,000	0	64,000	0	0	0	
ENGINES & PUMPS (> \$5,000 OTHERWISE USE GL4810)	5154		20,000	0	20,000	5,000	0	(5,000)	
EXCAVATOR	5331		30,000	0	30,000	0	0	0	
LOADER	5334		348,000	0	348,000	0	0	0	
Plant, Equip. & Vehicles Total			2,003,000	240,000	2,243,000	25,000	0	(25,000)	
Roads Infrastructure									
ROAD CONSTRUCTION VARIOUS	4200		24,538,634	(60,503)	24,478,131	3,930,959	3,917,280	(13,679)	See Note 8b for Road project details
			0	0	0	0	0	0	
Roads Infrastructure Total			24,538,634	(60,503)	24,478,131	3,930,959	3,917,280	(13,679)	
Footpath Infrastructure									
FOOTPATHS - NEW AND RENEWAL	5046		0	0	0	0	0	0	
			0	0	0	0	0	0	
Footpath Infrastructure Total			0	0	0	0	0	0	
Airport Infrastructure									
RUNWAY CONSTRUCTION	5104	1210	30,000	0	30,000	0	0	0	
AIRPORT APRON & PARKING AREAS	5104	1215	20,000	17,000	37,000	0	0	0	
FOG SEAL & CRACK SEALING	5104	1218	0	30,000	30,000	0	0	0	
AERODROME - LINE MARKING	5104	1220	0	78,000	78,000	0	0	0	
Airport Infrastructure Total			50,000	125,000	175,000	0	0	0	

SHIRE OF MEEKATHARRA									
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY									
For the Period Ended 31 December 2020									
Note 8a: CAPITAL EXPENDITURE									
Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Other Infrastructure									
YC - RETICULATION	2436	YCC01	4,000	0	4,000	2,000	3,629	1,629	
YC - UPGRADE TO ENTRY GARDEN	2436	YCC04	3,000	0	3,000	0	0	0	
YC - FENCING MODIFICATIONS AND GATES TO ALLOW ACCESS FROM	2436	YCC06	5,000	0	5,000	0	0	0	
YC - WATER FOUNTAIN (OF TOILET BLOCK)	2436	YCC07	5,000	0	5,000	0	0	0	
K2 - FENCING TO ALLOW FOR PUBLIC ACCESS TO THE PLAYGROUND O	2440	K2005	5,500	0	5,500	0	0	0	
REFUSE SITE - CONSTRUCTION OF TYRE DISPOSAL AREA	2824		60,000	0	60,000	0	0	0	
CEMETERY - OTHER INFRASTRUCTURE	3274		28,200	0	28,200	25,200	24,765	(435)	
TOWN DRINKING FOUNTAIN	3286		5,000	0	5,000	0	0	0	
OVAL AND ASSOCIATED INFRASTRUCTURE	3638		11,500	0	11,500	11,500	11,500	0	
LUKES PIT WATER SCHEME	3944		30,000	0	30,000	0	0	0	
OSR - TELEMETRY SYSTEM FOR TANKS AT OVAL, BEHIND OFFICE, POW	3994	SR12	12,000	0	12,000	0	0	0	
LIONS PARK - LANDSCAPING (INCLUDES REMOVAL OF BMX TRACK)	4015	SR13	12,000	0	12,000	12,000	0	(12,000)	
LIONS PARK - SEATING AND TABLES	4015	SR14	5,000	0	5,000	5,000	0	(5,000)	
LIONS PARK - BBQ	4015	SR15	15,000	0	15,000	15,000	0	(15,000)	
LIONS PARK	4015		0	0	0	32,000	0	(32,000)	
SPEEDWAY/HOTROD/GOKART CAPITAL EXPENSE	4066		10,000	0	10,000	10,000	9,091	(909)	
PLAYGROUND - RETICULATION	4076	SR16	5,000	0	5,000	5,000	0	(5,000)	
PLAYGROUND - TREES AND TREE GUARDS	4076	SR17	5,000	0	5,000	5,000	0	(5,000)	
PLAYGROUND - NATURE PLAYGROUND	4076	SR18	10,000	0	10,000	10,000	0	(10,000)	
PLAYGROUND - SEATS	4076	SR19	2,000	0	2,000	0	0	0	
PLAYGROUND - SHADE STRUCTURES	4076	SR20	20,000	0	20,000	20,000	0	(20,000)	
PLAYGROUND - LANDSCAPING	4076	SR21	10,000	0	10,000	10,000	0	(10,000)	
MAINSTREET SCAPING - STREET SCULPTURES	4884	MS03	15,000	0	15,000	0	0	0	
MEEKA NORTH DRIVE - HERITAGE	5387		90,302	0	90,302	0	0	0	
MEEKA SOUTH DRIVE - HERITAGE	5388		120,016	0	120,016	0	0	0	
MEEKA TOWN WALK - HERITAGE	5389		16,500	0	16,500	0	0	0	
CANYON TRAIL & BRIDGE - INC. RESEARCH & PLANNING	5390		10,000	0	10,000	0	0	0	
MEEKA TOWN DRIVE - HERITAGE	5394		70,885	0	70,885	0	0	0	
WELCOME PARK & INFORMATION BAY CAPITAL EXPENDITURE	5399		66,000	0	66,000	0	222	222	
Other Infrastructure Total			651,903	0	651,903	162,700	49,207	(111,693)	
Capital Expenditure Total			27,738,819	1,020,709	28,759,528	4,297,645	4,124,304	(173,341)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 December 2020

Note 8b: CAPITAL EXPENDITURE - Roads Infrastructure Detail

Assets	Job	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Grids Installation	1262	100,000	100,000	40,000	0	(40,000)	Council Funded
Grids Construction	1266	150,000	150,000	0	1,961	1,961	Council Funded
Road Construction Misc	1267	2,045,970	600,000	0	0	0	Council Funded
Water Bores	1268	150,000	150,000	0	0	0	Council Funded
Cut Off Walls And Drainage General	1269	200,000	200,000	0	0	0	Council Funded
Ashburton Downs Rd - Roads To Recovery Funded	A67	1,200,000	1,200,000	1,063,800	1,153,777	89,977	R2R & Council Funded
Landor Road - Bbrf Funded Business Case	BB66	2,699,771	2,699,771	1,849,886	1,881,525	31,639	BBRF & Council Funded
Mt Clere Rd - Construction	C1	180,000	180,000	40,000	40,072	72	Council Funded
Laneway Between Main Street & Hill Street	C134	18,000	18,000	1,174	0	(1,174)	Council Funded
Alternate Heavy Haulage Road - Council Funded	C135	25,000	25,000	25,000	0	(25,000)	Council Funded
High Street - Construction	C43	60,000	60,000	0	0	0	Council Funded
Savage Street - Construction	C44	65,000	65,000	65,000	0	(65,000)	Council Funded
Landor Rd - Council Funding	C66	1,351,393	1,421,393	215,826	204,528	(11,298)	Council Funded
Ashburton Downs-Meekatharra Rd - Construction	C67	725,000	725,000	120,000	119,584	(416)	Council Funded
Agrr: 899 (Feb 2020) General Expense	FDC00	14,750,000	14,750,000	496,273	8,979	(487,294)	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Weelarrana Road	FDC18	0	0	0	34,555	34,555	LGRICP & Council Funded
Agrr: 899 (Feb 2020) Flood Damage - Sylvania Road	FDC19	0	0	0	616	616	
Agrr: 899 (Feb 2020) Flood Damage - Turee Creek Road	FDC20	0	0	0	96,134	96,134	
Agrr: 899 (Feb 2020) Flood Damage - Bulloo Downs Road	FDC4	0	0	0	93,541	93,541	
Agrr: 899 (Feb 2020) Flood Damage - Jigalong Road	FDC65	0	0	0	262,448	262,448	
Landor Road - Local Roads & Community Infrastructure Program	LR66	0	1,315,467	14,000	19,561	5,561	
Landor Rd - Regional Road Group Funding	RR66	368,500	368,500	0	0	0	
Ashburton Rd - Regional Road Group Funding	RR67	450,000	450,000	0	0	0	
Roads Infrastructure Total		24,538,634	24,478,131	3,930,959	3,917,280	(13,679)	

Comments

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 December 2020

Note 9: CAPITAL DISPOSALS

Original Budget Profit/(Loss) of Asset Disposal			Disposals	Actual YTD			Comments
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$					
30,200	15,000	(15,200)	Education and Welfare P427 - 2010 Hi-Ace Bus				
			Transport				
51,664	30,000	(21,664)	P109 - 2005 Nissan UD Prime Mover				
73,273	30,000	(43,273)	P407 - 2008 Nissan UD Prime Mover				
88,201	80,000	(8,201)	P108 - 2005 12H westrac Motor Grader				
17,000	16,000	(1,000)	P315 - 1981 910 Cat Loader				
50,000	50,000	0	Other as required				
310,338	221,000	(89,338)		0	0	0	

Comments

There have been no disposals processed to date.



ACTIONS TAKEN UNDER DELEGATED POWER REQUIRING NOTIFICATION TO COUNCIL

Write Offs

There were no actions taken under delegated powers in accordance with Delegation 05 – Power to Waive or Write off Debts in December 2020 that require reporting to Council.

Purchase Orders

There were no purchase orders to be presented to Council as per resolution 9.7.1 from the Ordinary Council Meeting held 18 February 2017.

Title/Subject:	OUTSTANDING DEBTORS	
Agenda/Minute Number:	9.2.2	
Applicant:	Nil	
File Ref:	ADM 171	
Disclosure of Interest:	Nil	
Date of Report:	31 December 2020	
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:

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

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 MR Hall

Seconded: Cr PS Clancy

That Council receives the outstanding monthly Debtor Trial Balance for December 2020.

CARRIED 5/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 JANUARY 2021

Printed on : 05.01.21 at 16:40

*** SHIRE OF MEEKATHARRA ***

Debtors Trial Balance

Debtor #	Name	Credit Limit	As at 31.12.2020		01.11.2020	01.12.2020	31.12.2020	Total
			02.10.2020	Age				
			GT 90 days	Of Oldest Invoice (90Days)				
A092	AEROHIRE PTY LTD		0.00	0	0.00	0.00	73.72	73.72
A124	AEROMETREX PTY LTD		0.00	0	0.00	0.00	32.84	32.84
A045	AIRFLITE PTY LTD		0.00	0	0.00	0.00	28.43	28.43
A017	AUSTRALIAN TAXATION OFFICE		0.00	0	0.00	0.00	11.22	11.22
D087	AVIATION UTILITIES PTY LTD		0.00	0	0.00	0.00	39.11	39.11
B106	BAZDALE INVESTMENTS P/L		0.00	0	22.00	22.00	0.00	44.00
B110	BIG BELL GOLD OPERATIONS P		0.00	0	0.00	0.00	1500.00	1500.00
B134	BINSIAR, ANDREW (JNR)		0.00	0	477.06	0.00	0.00	477.06
B2	BP AUSTRALIA PTY LTD		0.00	0	0.00	0.00	162.77	162.77
B064	BROWN, CLINTON		0.00	0	0.00	22.00	22.00	44.00
C152	CATANIA, V		0.00	0	0.00	26.70	53.40	80.10
C175	CGG AVIATION (CGG DATA SER		0.00	0	0.00	203.46	0.00	203.46
B022	CLARK BUTSON		0.00	0	0.00	0.00	359.28	359.28
C113	COBHAM AVIATION		0.00	0	0.00	0.00	34437.77	34437.77
C021	COMPLETE AVIATION SERVICES		0.00	0	0.00	329.32	93.56	422.88
C143	CORAL COAST HELICOPTER SER		0.00	0	0.00	0.00	22.00	22.00
C033	CURTIN FLYING CLUB INC		0.00	0	0.00	0.00	0.00	-22.00
D059	DEEJAY NOMINEES PTY LTD		0.00	0	27.32	0.00	0.00	27.32
D1	DEPARTMENT OF EDUCATION		0.00	0	0.00	0.00	0.00	-109.86
H007	DEPARTMENT OF HOUSING		0.00	0	0.00	0.00	0.00	-1280.80
D106	DORADO PTY LTD		0.00	0	0.00	0.00	53.86	53.86
F033	FARMER JACKS		0.00	0	0.00	0.00	446.20	446.20
F046	FRIGTECH SERVICES		0.00	0	0.00	43.10	86.20	129.30
F047	FRONTIER HELICOPTERS PTY L		0.00	0	0.00	0.00	0.00	-25.06
G011	GERALDTON AIR CHARTER		0.00	0	0.00	0.00	0.00	-26.93
G108	GIULIANO, JOE TREVOR JOHN		183.50	114	466.55	0.00	37.19	687.24
G080	GRBIC, RICKY		783.99	344	0.00	0.00	0.00	783.99
G053	GREEN MINING PTY LTD		123.25	1541	0.00	0.00	0.00	123.25
G077	GREY MARE TRANSPORT		574.22	958	0.00	0.00	0.00	574.22
G052	GROUNDWATER CONSULTING SER		0.00	0	0.00	0.00	0.00	-22.08
H032	HELI-AUST (HELI-MUSTER) PT		0.00	0	0.00	0.00	22.00	22.00
H014	HELIBITS PTY LTD (HELIWEST		0.00	0	0.00	0.00	85.80	85.80
H093	HELICOPTER FILM SERVICES P		0.00	0	0.00	0.00	44.00	44.00
J018	JANDAKOT FLIGHT CENTRE		0.00	0	0.00	40.41	0.00	40.41
V027	JEFFREY PAUL VAN SCHIE		0.00	0	0.00	0.00	66.00	66.00

Notes for debts
>90 days old

staff/payroll
being paid off
at debt collection
in liquidation

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 JANUARY 2021

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*** SHIRE OF MEEKATHARRA ***



Debtors Trial Balance

Debtor #	Name	Credit Limit	As at 31.12.2020		01.11.2020	01.12.2020	31.12.2020	Total
			02.10.2020	Age				
			GT 90 days	Of Oldest Invoice (90Days)				
K027	KYANGA, ROBERT		0.00	0	0.00	0.00	0.00	-44.50
L015	LACY CONTRACTING SERVICES		0.00	0	0.00	22.08	0.00	22.08
M191	MAGSPEC AVIATION LTD		0.00	0	0.00	0.00	26.93	26.93
S134	MARK STURGEON		0.00	0	240.58	0.00	0.00	240.58
M021	MEEKATHARRA COMMUNITY RESO		0.00	0	0.00	0.00	166.00	166.00
M148	MELISSA PRICE MP		0.00	0	0.00	0.00	0.00	-74.05
M209	MENTAL HEALTH - WACHS MIDW		0.00	0	0.00	0.00	26.70	26.70
M141	MIDWEST SEPTICS		0.00	0	0.00	0.00	148.10	148.10
M157	MINOVATION PTY LTD		0.00	0	0.00	0.00	44.88	44.88
M220	MORRISON, PETER JOHN		0.00	0	0.00	0.00	37.13	37.13
M173	MT AUGUSTUS TOURIST PARK		0.00	0	0.00	0.00	0.04	0.04
N044	NEUK PORT AD-HAIR		0.00	0	0.00	135.81	0.00	135.81
O031	OUTLINE GLOBAL		0.00	0	0.00	0.00	23.20	23.20
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	0.00	0.00	-828.14
R043	RACHLAN HOLDINGS PTY LTD		0.00	0	0.00	22.00	0.00	22.00
R098	REILLY & CO		0.00	0	0.00	0.00	0.00	-74.05
R005	ROYAL FLYING DOCTOR SERVIC		0.00	0	0.00	0.00	10624.12	10624.12
S096	S&K ELECTRICAL CONTRACTING		0.00	0	0.00	74.05	148.10	222.15
S055	SHINE AVIATION SERVICES		0.00	0	0.00	0.00	913.22	913.22
W045	SIMON WILDING		0.00	0	0.00	0.00	0.00	-50.10
S007	SKIPPERS AVIATION		0.00	0	0.00	3525.00	2205.00	5730.00
S078	STAR AVIATION PTY LTD		0.00	0	770.92	572.58	666.14	2009.64
T040	THOMSON AVIATION PTY LTD		0.00	0	0.00	56.86	113.72	170.58
T041	TWINCREEK HOLDINGS PTY LTD		0.00	0	0.00	0.00	0.00	-25.25
W112	WALTER WHIP & THE FLAMES		875.00	778	0.00	0.00	0.00	875.00
W062	WEST COAST AIR SERVICES PT		0.00	0	0.00	0.00	59.88	59.88
Y015	YUGUNGA-NYA PEOPLE'S TRUST		1072.50	197	0.00	0.00	0.00	1072.50
Y018	YULELLA INCORPORATED		0.00	0	0.00	0.00	1155.00	1155.00
Totals --- Credit Balances:		-2582.82	3612.46		2004.43	5095.37	54113.72	62243.16

Notes for debts
>90 days old

paying off

at debt collection

Title/Subject:	LIST OF ACCOUNTS ENDED 31 DECEMBER 2020	
Agenda/Minute Number:	9.2.3	
Applicant:	Nil	
File Ref:	ADM 171	
Disclosure of Interest:	Nil	
Date of Report:	08 January 2021	
Author:	Krys East Deputy Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer	 <i>Signature of Author</i>

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	\$ 2,312,250.04
Air BP	\$ 2,218.18
Trust	\$ 0.00
Total	\$2,314,468.22

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 MJ Smith

Seconded: Cr PS Clancy

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

CARRIED 5/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 JANUARY 2021

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
16-Jan-21

			MUNI	AIR BP
EFT17578	09/12/2020	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND (BCITF)	BP20-006 LOT 62 (80) HILL ST MEEKATHARRA	-37.75
EFT17579	09/12/2020	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY	BP20-006 LOT 62 (80) HILL ST	-113.30
EFT17580	16/12/2020	ABCO PRODUCTS	CLEANING PRODUCTS FOR COMPLEX, GYM AND PUBLIC TOILETS	-528.79
EFT17581	16/12/2020	AIT SPECIALISTS PTY LTD	FUEL TAX CREDITS 01 - 31/10/20	-760.32
EFT17582	16/12/2020	ARTEIL (WA) PTY LTD	2 X SETS OF 5 STANDARD CASTOR WHEELS FOR COUNCIL CHAMBERS CHAIRS INC POSTAGE	-62.50
EFT17583	16/12/2020	ASHDOWN INGRAM / NAPA AUTO PARTS	WINDOW & ALL SURFACE CLEANER 2 X 20L DEPOT	-114.40
EFT17584	16/12/2020	ATYEO'S ENVIRONMENTAL HEALTH SERVICES PL	EHO DUTIES 10/11/20 - 11/12/20 NOVEMBER & DECEMBER	-6340.95
EFT17585	16/12/2020	AUSTRALIA POST	ADMIN & LIBRARY POSTAGE NOVEMBER 2020	-161.46
EFT17586	16/12/2020	AV ELECTRONICS PTY LTD T/A SIGNS PLUS	STANDARD SHIRE NAME BADGE X 2 - AFO AND ADMIN	-33.60
EFT17587	16/12/2020	B & E TRENFIELD	PARKS & GARDENS CONTRACT NOVEMBER 2020	-12506.71
EFT17588	16/12/2020	BAUMGARTEN, ADRIAN	REFUND OF OVER PAYMENT AUTOMATICALLY DEDUCTED THROUGH PAYROLL	-1209.42
EFT17589	16/12/2020	BBT PTY LTD	CONSULTANCY FOR PROJECT MANAGEMENT GEOPARK (TOURISM)	-400.00
EFT17590	16/12/2020	BITUTEK PTY LTD	BB66 - LANDOR ROAD - RFQ 20/21-2, SUPPLY, SPRAY, COVER BITUMEN SEALING A67 - R2R - ASHBURTON DOWN - MEEKATHARRA RD RFQ20/21-2 SUPPLY, SPRAY, COVER BITUMEN SEALING	-888461.31
EFT17591	16/12/2020	BOC GASES	CYLINDER RENT INDUSTRIAL GAS - ACETYLENE	-48.62
EFT17592	16/12/2020	BRAT ENDEAVOURS PTY LTD	BB66 - LANDOR ROAD - BBRF - UNDER RFT 19/20 -4 SUPERVISION WORKS OCTOBER & NOVEMBER 2020 AGRN 899 - JIGALONG MISSION ROAD - SUPERVISION FLOOD DAMAGE WORKS AGRN 889 - TUREE CREEK ROAD - SUPERVISION OF CONTRACTORS NOVEMBER 2020 AGRN 899 - BULLOW DOWNS ROAD - SUPERVISION OF CONTRACTORS NOVEMBER 2020 AGRN 899 - SLYLVANIA ROAD SUPERVISION OF CONTRACTORS NOVEMBER 2020	-78552.76
EFT17593	16/12/2020	BULLDOG CONTRACTING	C66 - LANDOR RD - RFT 19/20 -01 PANEL 06 YALGAR RIVER FLOODWAY UPGRADE BB66 - LANDOR RD - RFQ 20/21-3 CONCRETE WORKS CULVERT BASE A67 - R2R - RFQ 20/21-4 ASHBURTON DOWNS MEEKATHARRA RD CUT OFF WALLS	-181885.00
EFT17594	16/12/2020	C4 CLEANING	CLEANING NOVEMBER 2020 - PUBLIC TOILETS, GYM, OFFICE, YOUTH CENTRE, CONSULT QUARTERS, KIDZONE	-4001.25
EFT17595	16/12/2020	CANINE CONTROL	RANGER SERVICES - OCTOBER, NOVEMBER & DECEMBER 2020	-10753.68
EFT17596	16/12/2020	CORSIGN WA PTY LTD	SUPPLY MULTIPLE ROAD/TRAFFIC SIGNS, NAME PLATES, CLAMPS, BRACKETS, NUTS & BOLTS	-2178.00
EFT17597	16/12/2020	DAY PASTORAL CO.	M67 - ASHBURTON DOWNS - MEEKATHARRA ROAD - MAINTENANCE GRADE - 20KM EITHER SIDE MT VERNON	-21851.50
EFT17598	16/12/2020	DELTAZONE NOMINEES PTY LTD (MIDWEST FIRE PROTECTION)	SECURITY ALARM MONITORING x 2 NOVEMBER 2020 - KIDZONE & RED SANDBOX	-55.00
EFT17599	16/12/2020	DINGO DESIGN	DESIGN OF A4 TO DL FOLDED DOUBLE SIDED BROCHURE FOR DRIVE TRAILS MAP AND INFORMATION MONTHLY COUNCIL NEWS FOR DUST - DECEMBER 2020	-2000.00
EFT17600	16/12/2020	DUNNING INVESTMENTS P/L	53,110 LITRES DIESEL AT \$1.049 DELIVERED TO MEEKATHARRA AIRPORT 04/12/2020	-55712.60
EFT17602	16/12/2020	EVIDEO COMMUNICATIONS	FINAL PAYMENT POLYCOM G7500 4K CODEC WIRELESS PRESENTATION SYSTEM - LLOYDS BUILDING	-6453.70
EFT17603	16/12/2020	FARMER JACKS	SUPPLY 1 X HISENSE SINGLE DOOR ALL REFRIGERATOR 355LITRE FOR COUNCIL CHAMBERS KITCHEN SUPPLIES FOR SHIRE OFFICE & COUNCIL REFRESHMENTS SUPPLIES FOR YOUTH CENTRE, SWIMMING POOL & DEPOT	-2528.62
EFT17604	16/12/2020	FUJI XEROX AUSTRALIA PTY LTD	OFFICE PHOTOCOPYING NOVEMBER - DPP455, C6688, C6685 - ADMIN & DEPOT	-646.99
EFT17605	16/12/2020	G.C. SALES (W.A.)	8 X ORANGE BIN LIDS & 8 X SETS LID PINS FOR 240LTR GARBAGE BINS	-135.52
EFT17606	16/12/2020	GEMMA BOYCE ST (FORMERLY GEMTREE)	RATES OFFICER DUTIES FOR PERIOD FROM JULY TO NOVEMBER	-3220.00
EFT17607	16/12/2020	GRANTS EMPIRE	GRANT WRITING FOR REGIONAL EVENTS FESTIVAL 2021 PAYMENT 2 OF 2	-750.00
EFT17608	16/12/2020	GREAT NORTHERN RURAL SERVICES (CRT)	PARTS & FREIGHT FOR RETICULATION REPAIRS (PARKS & GARDENS)	-42.61
EFT17609	16/12/2020	HAYS RECRUITMENT MANAGEMENT	TEMP ADMIN OFFICER - KAREN CLARE - CONVERSION TO PERMANENT STAFF FEE NOVEMBER WAGES - ADMIN OFFICER	-13041.51
EFT17610	16/12/2020	IXOM OPERATIONS PTY LTD (KEPPEL, ORICA)	CHEMICALS FOR SWIMMING POOL - NOVEMBER 2020	-81.84
EFT17611	16/12/2020	JIDI JIDI ABORIGINAL CORPORATION	HALL HIRE BOND REFUND X 3 - OCTOBER & NOVEMBER 2020 MEETINGS	-1675.92
EFT17612	16/12/2020	JR & A HERSEY PTY LTD	AUTO SHUT OFF FUEL NOZZLE - P518 BULK FUEL TANK ASSORTED DEPOT SUPPLIES & TRUCKWASH BROOM	-1574.65
EFT17613	16/12/2020	LANDGATE	SCHEDULE M2020/11 & G2020/4 17/10/20 - 16/11/20 & LAND TITLE SEARCHES	-383.06
EFT17614	16/12/2020	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	LOCAL GOV ANNUAL STATE CONFERENCE 2020 REGISTRATION 5 & 6 NOV 2020 CEO ROY MCCLYMONT	-975.00
EFT17615	16/12/2020	MARKETFORCE PTY LTD	ADVERTISING WEST AUSTRALIAN 21/11/20 - RFT20/21-2 RETAIL TENANCY - LLOYDS OUTBACK PLAZA	-464.84
EFT17616	16/12/2020	MEEKATHARRA ACCOMMODATION CENTRE	CATERING - 5 X PLATTERS FOR MOVIE NIGHT EVENT 04/12/20	-180.00
EFT17618	16/12/2020	MEEKATHARRA GP CLINIC	PRE- EMPLOYMENT MEDICAL - KAREN CLARE - ADMIN OFFICER	-130.02
EFT17619	16/12/2020	MEEKATHARRA PHARMACY	200 X RE-USABLE & SINGLE USE FACE MASKS & FACESHIELDS FOR COVID-19 PROTECTION	-600.00

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 JANUARY 2021

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
16-Jan-21

			MUNI	AIR BP
EFT17620	16/12/2020	MTF SERVICES	BB66 - LANDOR MEEKATHARRA RD - BBRF FUNDED TENDER 19/20-05 EQUIPMENT HIRE NOVEMBER 2020	-364914.55
EFT17621	16/12/2020	MURCHISON RUBBISH SERVICES	C66 - LANDOR MEEKATHARRA RD MAINTENANCE GRADING	
EFT17622	16/12/2020	NEUK PORT AD-HAIR	DOMESTIC RUBBISH CONTRACT - NOVEMBER 2020	-20828.34
EFT17623	16/12/2020	NORTHAMPTON GRADER HIRE	AERODROME MANAGEMENT CONTRACT FOR MONTH OF DECEMBER 2020	-22622.60
EFT17624	16/12/2020	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD (NGE)	M68 - MEEKATHARRA - SANDSTONE ROAD - MAINTENANCE GRADE	-18287.50
			M32 - GABININTHA - NANNINE ROAD - MAINTENANCE GRADE	
			AGRN 899 JIGALONG MISSION ROAD GRADER, WATER CART & EXCAVATOR HIRE - NOVEMBER 2020	-503074.00
			AGRN 899 WEELARRANA WEST ROAD - GRADER, WATER CART & ROLLER HIRE - NOVEMBER 2020	
			AGRN 899 - BULLOO DOWN ROAD - GRADER, WATER CART, ROLLER HIRE - NOVEMBER 2020	
			AGRN 899 - TUREE CREEK ROAD - EXCAVATOR, WATER CART, LOADER, GRADER HIRE - NOVEMBER 2020	
EFT17625	16/12/2020	OFFICE OF THE AUDITOR GENERAL WA	AUDITOR GENERAL AUDIT FEE - CERTIFICATION OF R2R FUNDING FOR YEAR ENDING 30/06/2020	-1540.00
EFT17626	16/12/2020	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	NOVEMBER IT ASSISTANCE AND MONTHLY MONITORING FEE & DISASTER RECOVERY 2020/21	-85.00
EFT17627	16/12/2020	REFUEL AUSTRALIA (GERALDTON FUEL COMPANY)	FUEL PURCHASES FOR SHIRE STAFF VEHICLES FOR NOVEMBER AND DIESEL FOR DEPOT TANKER P458 18,000	-19449.10
			LTRS @ \$1.0291 DELIVERED 02/11/20	
EFT17628	16/12/2020	RICK FENNY PTY LTD	SUBSIDY FOR NEUTERING OF PETS BELONGING TO RESIDENTS WITH HEALTH CARE CARDS X 5	-1990.00
EFT17629	16/12/2020	ROBERT HOARE	RATES REFUND FOR ASSESSMENT A429 118 DARLOT STREET MEEKATHARRA 6642	-600.00
EFT17630	16/12/2020	ROYAL FLYING DOCTOR SERVICE	LANDING FEE CONTRIBUTION - JULY TO SEPTEMBER 2020	-19718.80
EFT17631	16/12/2020	STAKEWELL PTY LTD	RATES REFUND FOR ASSESSMENT A7976 E51/1801 PEAK HILL GOLD FIELD MEEKATHARRA WA 6642	-1759.91
EFT17632	16/12/2020	TOLL TRANSPORT PTY LTD	VARIOUS FREIGHT - PARTS FOR DEPOT, LIBRARY BOOKS & STATIONERY	-488.62
EFT17633	16/12/2020	TOTALLY WORKWEAR GERALDTON (TWW)	STAFF UNIFORM - CDSM, CSO, ADMIN, AFO & CDO	-1371.69
EFT17634	16/12/2020	WESTERN INDEPENDENT FOODS	FREIGHT - TWW GERALDTON TO MKR	-14.80
EFT17635	16/12/2020	WESTRAC EQUIPMENT	PARTS - P477 950F CAT LOADER FOR SERVICE	-639.63
EFT17636	16/12/2020	WINC AUSTRALIA PTY LTD (STAPLES)	STATIONERY FOR OFFICE & YOUTH CENTRE	-328.85
EFT17638	16/12/2020	YARLARWEELOR PASTORAL CO.	M103 - YARLARWEELOR ACCESS ROAD - CLEAN OUT BLOCKED GRIDS = REMOVE - REINSTALL , 2 X GRIDS	-880.00
25805	16/12/2020	TELSTRA CORPORATION LIMITED	MOBILE PHONE CHARGES FOR NOVEMBER - SHIRE	-375.55
DD13507.1	09/12/2020	AWARE SUPER	SUPERANNUATION CONTRIBUTIONS	-6306.33
DD13507.2	09/12/2020	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS	-567.84
DD13507.3	09/12/2020	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-825.00
DD13507.4	09/12/2020	CBUS ADMINISTRATION	SUPERANNUATION CONTRIBUTIONS	-825.00
DD13507.5	09/12/2020	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	-1260.48
DD13507.6	09/12/2020	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	-477.94
DD13507.7	09/12/2020	DEPARTMENT OF COMMERCE - CONSUMER PROTECTION	LODGEMENT OF HOUSING BOND FOR KAREN CLARE	-400.00
DD13507.8	09/12/2020	RETAIL EMPLOYEES SUPERANNUATION TRUST (REST)	SUPERANNUATION CONTRIBUTIONS	-175.67
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	CEO TAXI FARE - HON ROBIN SCOTT MLA MEETING PARLIAMENT HOUSE	-24.73
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	JB HI-FI - MOVIES FOR MOVIE NIGHTS AT HALL	-58.94
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	MAGISTRATES COURT - APPLICATION FOR DISPOSAL OF BOND MONEY (FABIAN LOCKYER & DAVID WALKER)	-143.40
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	HEMOCRAFT TEXTILES - COMMUNITY CHRISTMAS PARTY SUPPLIES & DECORATIONS	-462.05
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	MAIN ROADS WA - CLASS 1 OVER MASS PERMIT 7WK136	-960.00
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	FIONA'S FLORIST & GIFTS - GET WELL FLOWERS FOR CSO	-104.00
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	SWAN TAXI - TAXI FARE CEO MEETING WITH HON ROBIN SCOTT PARLIAMENT HOUSE	-24.36
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	CROWN PERTH TOWERS - LG PRO STATE CONFERENCE - CEO ACCOMMODATION & MEALS	-1732.04
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	SURVEY MONKEY - ANNUAL SUBSCRIPTION	-292.14
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	HALLOWEEN COSTUMES.COM.AU - NEW SANTA COSTUME FOR COMMUNITY CHRISTMAS PARTY	-137.46
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	COSTUMEBOX - NEW SANTA ACCESSORIES & ELF COSTUMES FOR COMMUNITY CHRISTMAS PARTY	-371.95
DD13510.1	15/12/2020	WESTPAC CREDIT CARD	CROWN PERTH TOWERS - LG PRO STATE CONFERENCE - CEO ACCOMMODATION REFUND	516.12
DD13520.1	23/12/2020	AWARE SUPER	SUPERANNUATION CONTRIBUTIONS	-6031.33
DD13520.2	23/12/2020	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS	-595.34
DD13520.3	23/12/2020	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-825.00
DD13520.4	23/12/2020	CBUS ADMINISTRATION	SUPERANNUATION CONTRIBUTIONS	-825.00
DD13520.5	23/12/2020	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	-1273.52
DD13520.6	23/12/2020	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	-418.88
DD13520.7	23/12/2020	AMP SUPERLEADER SUPER DIRECTIONS FUND	SUPERANNUATION CONTRIBUTIONS	-43.23
DD13520.8	23/12/2020	RETAIL EMPLOYEES SUPERANNUATION TRUST (REST)	SUPERANNUATION CONTRIBUTIONS	-181.37

SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
16-Jan-21

			MUNI	AIR BP
DD13522.1	17/12/2020 HORIZON POWER	ELECTRICITY CHARGES 01/11/20 - 30/11/20 - STREETLIGHTS	-4890.44	
DD13522.2	18/12/2020 HORIZON POWER	ELECTRICITY CHARGES 03/11/20 - 01/12/20 - AIRPORT	-2910.58	
DD13524.1	21/12/2020 BP OIL (AIR BP)	NOVEMBER 2020 AVGAS PURCHASES		-2218.18



THIS SCHEDULE OF ACCOUNTS PAID UNDER DELEGATED AUTHORITY COVERS:

MUNI BANK	-\$ 2,312,250.04
AIR BP ACCOUNT	<u>-2,218.18</u>

TOTALLING -\$2,314,468.22 AND WAS SUBMITTED TO EACH MEMBER OF COUNCIL ON Saturday, 16 January 2021
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

9.3. ADMINISTRATION

Title/Subject:	REGISTER OF HERITAGE PLACES – BUNDI CLUB	
Agenda/Minute Number:	9.3.1	
Applicant:	Nil	
File Ref:	R 13575	
Disclosure of Interest:	Nil	
Date of Report:	8 January 2021	
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 supporting the proposed registration and amended name for the property known as the Bundi Club, Meekatharra.

Attachments:

Letter from the Heritage Council 7 January 2021 with a Draft Register Entry and Draft Assessment Documentation.

Background:

The Bundi Club is listed under the current Town Planning Scheme as a place of heritage value – retain and conserve, and in the Meekatharra Municipal Inventory as a Category A building. A Category A building is defined as –

Level of Significance	Description	Desired Outcome
Exceptional Significance	Essential to the heritage of the locality. Rare or outstanding example.	The place should be retained and conserved unless there is no feasible and prudent alternative to doing otherwise. Any alterations or extensions should reinforce the significance of the place, and be in accordance with a Conservation Plan (if one exists for the place.)

The former names of the property include Courthouse and Mining Registrar’s Office, Meekatharra Mining Registrar and Courthouse. This proposal includes formalizing a name change to Bundi Club, Meekatharra when listed on the Heritage Council of Western Australia Register of Heritage Places.

Comment:

Staff can see no reason to object to, or not support this proposal.

Consultation:

Tralee Cable – Community and Development Services Manager

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr MR Hall

That Council advise the Heritage Council that it supports the proposed registration and amended name to P1531 Bundi Club, Meekatharra and has no comment to make on the proposal.

CARRIED 5/0



HERITAGE
COUNCIL

Working with Western Australians to recognise, conserve, adapt and celebrate our State's unique cultural heritage

YOUR REF |
OUR REF | P1531
ENQUIRIES | Moss Wilson / 8552 4058

Mr Roy McClymont
Chief Executive Officer
Shire of Meekatharra
Email: cs0@meekashire.wa.gov.au

Dear Mr McClymont

P1531 Bundi Club, Meekatharra

Reserve 13515 comprising Lot 1018 on Deposited Plan 191650 and the whole of the land contained in Crown Land Title Volume LR3121 Folio 765; together as shown on HCWA Survey/Curtilage Drawing No HCWA 1531-0.

The above place was entered in the State Register of Heritage Places on an interim basis on 16 October 1992 under the *Heritage of Western Australia Act 1990*. The *Heritage Act 2018*, which came into effect on 1 July 2019, now requires registration of *Bundi Club, Meekatharra* to be finalised.

The Heritage Council recently considered an updated draft assessment for *Bundi Club, Meekatharra*, including a proposed statement of significance and resolved that:

- the place has cultural heritage significance pursuant to s.38 of the *Heritage Act 2018*; and,
- consultation should be undertaken on the proposal to enter the place in the Register of Heritage Places, and the content of the draft statement of cultural heritage significance.

As the relevant local government authority for the above place, I am therefore seeking your written comments on the proposal to finalise registration of *Bundi Club, Meekatharra*. The register entry will be based on the three enclosed documents:

- Draft assessment documentation, including statement of significance
- HCWA Curtilage Map – showing the area of land that was registered in 1992, that is now proposed for the finalised registration
- HCWA Zones of significance – showing the level of significance of the various areas.

Please make your submission using the attached form. If you would like to provide additional comments or information, these can be submitted in a separate attachment. Please send your submission to the Department of Planning, Lands and Heritage by post, or email info@dplh.wa.gov.au by **Friday 26 February 2021**.

dplh.wa.gov.au
info@dplh.wa.gov.au

Please note that the owners listed on page one of the assessment documentation have also been asked to comment on the proposal to finalise registration.

Under the *Heritage of Western Australia Act 1990*, local governments were also invited to attend the meeting of the Heritage Council when registration was considered and became a voting member for the purposes of that item. Please note that the *Heritage Act 2018* does not contain a similar provision.

When all stakeholder comments have been received, the documentation will be presented to the Heritage Council which will consider whether to recommend registration under the *Heritage Act 2018* to the Minister for Heritage.

Further information about the role of the Heritage Council and the implications of registration, can be found on the [Department's website](#), in the [State Register of Heritage Places](#) and the [Guide to Developing Heritage Places](#) brochures.

If you would like more time to consider the documentation, or to discuss the proposed finalisation of registration, please contact Senior Heritage Officer Moss Wilson at the Department of Planning, Lands and Heritage on (08) 6552 4056 or via the above email. Moss would also be happy to meet with you to discuss the proposal to finalise registration for *Bundi Club, Meekatharra*.

We look forward to hearing from you.

Yours sincerely



Hon. John Cowdell AM
Chair
Enc.

7 January 2021



HERITAGE
COUNCIL

140 William Street Perth
Tel (08) 6551 8002
info@dplh.wa.gov.au

TO:

FROM:

RE:

DATE:

I/We refer to your letter of 7 January 2021, advising that the finalisation of registration with an amended name for the following place is to be considered:

P1531 Bundi Club, Meekatharra

As an interested party for the above place, I/We _____
(✓ applicable box)

- support the proposed registration and amended name**
- have no comment to make on the proposal**
- do not support the proposed registration and amended name**
- other** _____

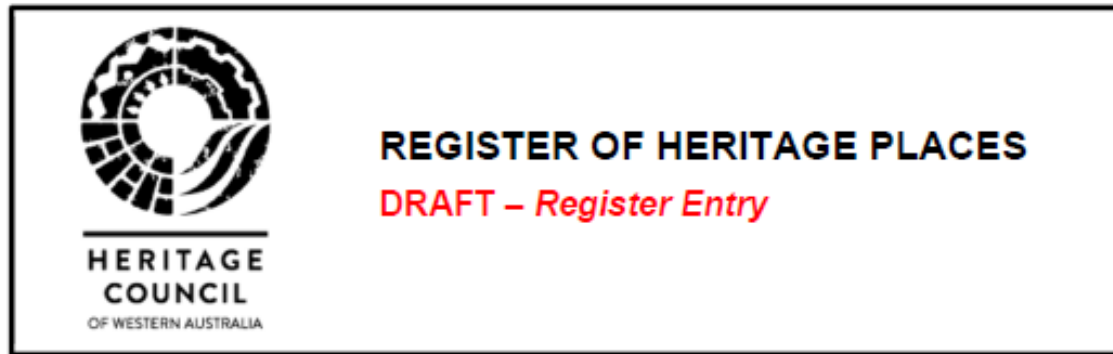
Please provide comments here or attach a separate submission

I agree for other stakeholders to be advised of my position

Signed: _____

Name: _____

Position: _____



1. DATA BASE No. 1531
2. NAME *Bundi Club, Meekatharra* (1912, 1963)
FORMER NAME (or OTHER NAMES) Courthouse and Mining Registrar's Office (fmr), Meekatharra Mining Registrar and Courthouse
3. LOCATION 58 Darlot Street, Meekatharra
4. DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY
Reserve 13515 comprising Lot 1018 on Deposited Plan 191650 and the whole of the land contained in Crown Land Title Volume LR3121 Folio 765
5. LOCAL GOVERNMENT AREA Shire of Meekatharra
6. CURRENT OWNER
State of Western Australia (Responsible agency: Department of Planning, Lands and Heritage; Management order: Aboriginal Lands Trust)
7. HERITAGE LISTINGS
 - Register of Heritage Places: Interim 16/10/1992
 - National Trust Classification: Classified 04/03/1975
 - Town Planning Scheme: -----
 - Municipal Inventory: Adopted 04/01/1995
 - Register of the National Estate: Permanent 21/03/1979
 - Aboriginal Sites Register -----
8. ORDERS UNDER SECTION OF THE ACT

9. HERITAGE AGREEMENT

10. STATEMENT OF SIGNIFICANCE

Bundi Club, Meekatharra, a timber framed former *Courthouse and Mining Registrar's Office* built in a modest rendition of the Federation Queen Anne style, has cultural heritage significance for the following reasons:

the establishment of the place as the Bundi Club in 1963 was a demonstration of Aboriginal self-determination in a period where Aboriginal people were struggling for equal rights and greater respect. The place provided a venue for social, welfare, and educational opportunities and support until the mid-1990s;

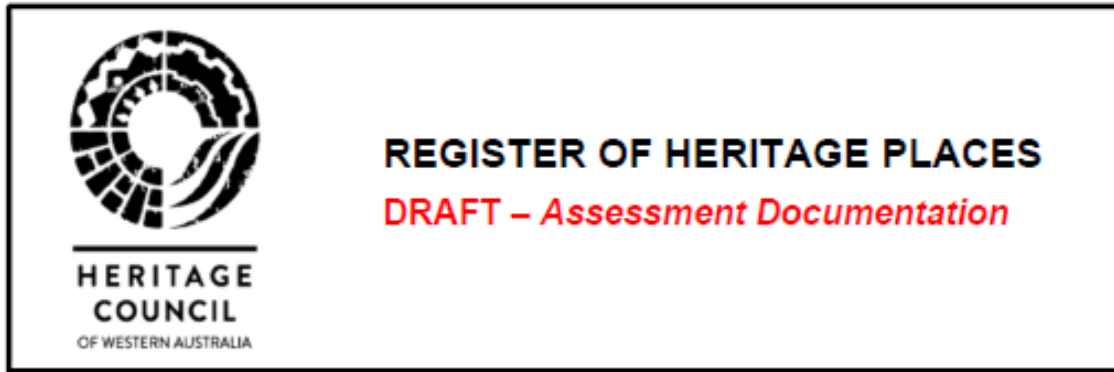
the place is closely associated with the work of Mrs Avy Curley OAM, a prominent local Aboriginal activist who was responsible for considerable advances in the welfare of Western Australia's Aboriginal peoples;

the place has high social and cultural significance to the local Aboriginal community as the only building in the region (excluding places of worship) where both Aboriginal and mixed social and community gatherings took place between 1963 and 1996;

the place is symbolic as the location where the local Aboriginal population gained their Australian citizenship rights in 1944; and,

as the *Courthouse and Mining Registrar's Office* from 1911 to 1963, the place demonstrates the early development of government infrastructure in a small goldfields settlement.

Other structures on the site (c. late-1980s demountables) are of little significance.



11. ASSESSMENT OF CULTURAL HERITAGE SIGNIFICANCE

Cultural heritage significance means aesthetic, historic, scientific, social or spiritual value for individuals or groups within Western Australia.

In determining cultural heritage significance, the Heritage Council has had regard to the factors in the *Heritage Act 2018* and the indicators adopted on 14 June 2019.

11(a) Importance in demonstrating the evolution or pattern of Western Australia's history

Bundi Club, Meekatharra is one of a few remaining and intact public buildings dating from the early twentieth century in Meekatharra and demonstrates the early development of the mining settlement.

Bundi Club, Meekatharra provided a venue for social, welfare, educational opportunities and support until the mid-1990s for local Aboriginal families, these support networks spanning generations of Aboriginal families that came together at this place.

Bundi Club, Meekatharra is closely associated with the Law Court and Mining practices of the twentieth century, being used as a centre for the application for mining leases and settlement of disputes from 1911 to 1963.

Bundi Club, Meekatharra functioned as a courthouse during the administration of the *Native (Citizenship Rights) Act 1944*, as a place where Aboriginal people could gain full citizenship rights at the cost of forgoing their traditional cultural ties.

Bundi Club, Meekatharra was constructed in 1911 to the original designs prepared under the direction of Hillson Beasley, Chief Architect of the Public Works Department of the Western Australian State Government.

11(b) Importance in demonstrating rare, uncommon or endangered aspects of Western Australia's heritage

Bundi Club, Meekatharra is one of a few extant court houses and mining registrar's offices dating from the early twentieth century.

11(c) Potential to yield information that will contribute to an understanding of Western Australia's history;

As a relatively unmodified building, Bundi Club, Meekatharra has the potential, through archaeological investigation, to uncover the cultural material that may shed on the day to day operation of the Mining Registrar's Office or the Bundi Club.

11(d) Its importance in demonstrating the characteristics of a broader class of places;

Bundi Club, Meekatharra is representative of the Public Works Department's attempts to design standard government buildings for climate control.

11(e) Any strong or special meaning it may have for any group or community because of social, cultural or spiritual associations;

Bundi Club, Meekatharra has a high social and cultural significance to the local Aboriginal community who have strong memories of the place, and still retain considerable amount of records and memorabilia of the place, as the only building in the region (excluding places of worship) where both Aboriginal and mixed social and community gatherings took indoors between 1963 and 1996.

Bundi Club, Meekatharra provided a venue for all social events from church services and celebration of births, weddings and wakes to catering for local schools, sewing groups, educational programs, social dance nights and other political and business meetings connected with Aboriginal community development and as such, contributes to the community's sense of place.

11(g) Any special association it may have with the life or work of a person, group or organisation of importance in Western Australia's history;

Bundi Club, Meekatharra is closely associated with mid twentieth century resurgence of Aboriginal social, political and cultural identity and the work of Mrs Ayy. Curley OAM, a prominent Aboriginal activist who was responsible for considerable advances in Aboriginal welfare in Western Australia.

11(h) Its importance in demonstrating a high degree of creative or technical achievement;

Bundi Club, Meekatharra has a complex roof ducted ventilation system incorporated throughout the building, which together with eave ventilation panels and well positioned openings and verandahs, contribute to make this a special feature of the design. Attempts to design for climate control were introduced into the Public Works Department's Architect's Office in the early 1900s and great effort was made to explore innovative cooling systems in these buildings.

12. DEGREE OF SIGNIFICANCE

12.1 CONDITION

Bundi Club, Meekatharra is in very poor condition, with the building both dilapidated from lack of maintenance and severely vandalised since the closure of the place c.1997.

12.2 INTEGRITY

This section explains the extent to which the fabric is in its original state.

The integrity of the place is considered high, as the design and all major spaces within the building are original. The whole building is an example of a typical late nineteenth or early twentieth century courthouse and mining registrar's office constructed on the Western Australian goldfields.

12.3 AUTHENTICITY

This section explains the extent to which the original intention is evident, and the compatibility of current use.

Being unused, *Bundi Club, Meekatharra* has a low degree of authenticity. However, with substantial repairs, the place could potentially be restored to its former use as an Aboriginal community centre and continue to provide social support for the local community.

13. SUPPORTING EVIDENCE

The documentation for this place incorporates information from the Conservation Plan prepared by Amanda Jean and Glenys Hayes in 2000, a heritage assessment completed by State Heritage Office staff in April 2017, with amendments and/or additions by the Heritage Council and the Department.¹

13.1 DOCUMENTARY EVIDENCE

Bundi Club, Meekatharra consists of a former Courthouse and Mining Registrar's Office established in 1912 that was adapted in 1963 to become an Aboriginal social support centre, a function which continued until the closure of the place c.1992. The place demonstrates both the development of the remote mining town of Meekatharra as well as the development of Aboriginal activism and self-determination.

It is unknown exactly when Aboriginal groups arrived in the Midwest region of Western Australia, however excavations of Yalibirri Mindi Rock shelter at the Weld Ranges indicates on ongoing physical and cultural presence stretching back at least 30,000 years.² The traditional lifestyle of the Aboriginal people of this region, currently collectively known as the Yamatji, can be broadly characterised by small scattered family groups, culturally bound by the shared knowledge of the ancestral beings who transformed the landscape, created life and imparted the traditional lore governing social behaviour, kinship relations and respect for the land itself.³ Natural resources utilised by these people included macropods, smaller marsupials, birds and reptiles. They also gathered and processed seeds, yams, fruits and nuts.⁴ The artefacts used by the Aboriginal groups of the region can be broadly summarised as wooden tools, as well as flaked tools utilising banded iron formation, quartz and chalcedony, grinding tools of dolerite, mostly sourced from local stone outcrops or creek beds.⁵

A number of Aboriginal family and language groups developed in the Murchison area, with groups near the current Meekatharra townsite including the *Ngaiawongga, Barima, Madoitja* and *Wajarri*.⁶ A particular cultural feature of the Wajarri people of this region has been the trade of ochre mined in the Weld Ranges, particularly from P6580 Wilgie Mia and P25362 Little Wilgie Ochre Mine, Cue.⁷ This way of life began to be disturbed after 1829 with the arrival of British

¹ Jean, A, Hayes, G, *The Bundi Club: A Conservation Plan*, Australian Heritage Commission, 2000

² Winton, V, Brown, V, Leopold, M, D'Ovidio, B, Yushihemi, E, Carson, A & Hamlett, C, 'The first radiometric Pleistocene dates for Aboriginal occupation at Weld Range, inland Mid West, Western Australia', *Australian Archaeology*, vol 82, 2016

³ Tonkinson, R, 'The Desert Experience', *Aboriginalities of the West: Their Past and their Present*, R M & C H Berndt (eds.), pp. 140-141, Alternate spellings include Wadjari and Wadjari. More information can be found in *Wajarri Yamatji Research Report Bibliography*, National Native Title Tribunal, accessed 8 May 2017, <http://www.nntt.gov.au/Information%20Publications/Wajarri%20Yamatji.pdf>

⁴ Bordes, F, Dortch, C, Thibault, C, Raynal, J P, Bindon, P, 'Walga Rock and Billibong Spring: Two archaeological sequences from the Murchison Basin, Western Australia', *Australian Archaeology*, 1983, pp. 1-3

⁵ Summarised for brevity. A comprehensive discussion of the tools and material culture of the Wajarri people can be found in Brown, V, *Tool-Stone Resource Management in the Weld Range, Midwest Region, Western Australia*, Masters Thesis, UWA School of Social Sciences, 2015.

⁶ Derived from an adapted version of Tindale's tribal boundaries map, 1940. Current map published by the Department of Aboriginal Affairs website, accessed 24 May 2017, and should be considered a guide only. https://www.daa.wa.gov.au/globalassets/pdf-files/maps/state/tindale_daa.pdf

⁷ Flood, J, *Archaeology of the Dreamtime*, Angus and Robertson, 1999, pp. 271-273; Tonkinson et

colonists, who established the settlements of Perth and Fremantle along the Swan River.

Following explorations of the region by British surveyor Robert Austin in 1854, Colonial settlers began to travel into the Murchison in the 1870s, prospecting for minerals or taking up pastoral leases. This expansion intensified after the discovery of gold in the area in 1888 by Bourke, which led to the formal gold claims in 1890 by Connelly.⁸ Other gold finds soon followed, and the Murchison goldfield was proclaimed in September 1891.⁹

The next ten years saw a flood of prospectors enter the region, supplied by the existing pastoral stations, which resulted in the rapid development of mining settlements at Day Dawn, Cue, Nannine and Peak Hill. The makeshift settlements were connected to coast and southern goldfields by the arrival of telegraph lines in 1894 the railway in 1897.¹⁰

In 1895, prospectors Meehan, Porter and Soych pegged a gold find at a spring named 'Meekatharra,' derived from a local Aboriginal name. The lease changed hands a number of times but was eventually owned by a company who opened a mine at the site.¹¹ Other mines soon followed, and Meekatharra attracted professional, industrialised mining companies as the gold in the area was in submerged reefs and required a more substantial mining operation to access.¹²

Despite the challenges, miners still migrated to the area and by 1900 the jumble of buildings around the mine shafts warranted the attention of a progress committee who pressed the local mining warden to have a proper town site surveyed. Streets and lots were laid out in 1901 and thrown open for sale, however the town site itself was not formally declared until 1903.¹³ A significant event in the early history of the town was the establishment of a State battery in 1901. The battery encouraged the growth of small mining operations by providing ore crushing services and was a sign of the government's confidence in the area.¹⁴

Other visible signs of official confidence in the fledgling town was the establishment of a rail line from Nannine in 1910 and a new courthouse in 1912.¹⁵ Initially, court cases were heard in a calico tent considered 'little better than a furnace during the hot summer months' and unable to protect the privacy of confidential witness

al., op cit., p. 3; Smith, M, The Archaeology of Australia's Deserts, Cambridge University Press, 2013, pp. 278-280

⁸ Edwards, H, *Meekatharra: The gold beyond the rivers*, Swanbourne, H Edwards, 1994, pp. 7-11, 39-41, 49-51; ~~Michael Bourke was a prospector who discovered gold at Barn, while John Connelly was regarded as the first to make a formal claim. Sharp, M, *he Story of the Murchison - Part 1*, Outback Family History website, accessed 23 November 2020, <https://www.outbackfamilyhistoryblog.com/the-story-of-the-murchison-part-1/>~~

⁹ *Government Gazette*, 24 September 1891, p. 1

¹⁰ Edwards *op cit.*, pp. 52-54, 58

¹¹ Murray, I, Bianchi, P, Bloomfield, M, Bridge, C, *West Australian Gold Towns and Settlements Volume 1*, Hesperian Press, 2011, p. 75; Edwards *op cit.*, pp. 60

¹² *ibid.*, p. 60; Moore, G, *Mining Towns of Western Australia*, Chamber of Minerals and Energy of Western Australia, 1999, pp. 79-80

¹³ Murray, *et al., op cit.*, pp. 75-76

¹⁴ *The Inquirer and Commercial News*, 26 April 1901, p. 13; *The Murchison Times and Day Dawn Gazette*, 16 April 1901, p. 2

¹⁵ Edwards *op cit.*, pp. 67-68; *Murchison Advocate*, 25 August 1910, p. 2; *The West Australian*, 16 August 1910, p. 4; *Meekatharra Miner*, 30 March 1912, p. 4

statements.¹⁶ By 1911 the local Justices of the Peace refused to sit in the makeshift structure, the local medical officer declared the building to be unfit and the court was temporarily moved to the local community hall.¹⁷ At this time, complaints were also raised regarding the fact that the local Mining Registrar's Office was only open for one hour per day, and the nearest permanent Warden's Court was based in Nannine.¹⁸ The contract for a new Courthouse and Mining Registrar's Office was awarded to G McInnes of Cue in 1911, for the price of £1,233.¹⁹ The structure was designed by Chief Architect of Public Works Hillson Beasley, the timber-framed structure designed in a simplified Federation Queen Anne style.²⁰

The new building was completed in 1912, noted as

Specially built to enable those who, perforce, have to resort to it to spend their time in a place that will not remind them of an inferno... there is a special provision made for ventilation in the shape of large vent panels in the walls to carry off the vitiated air... The acoustic properties of the room have also been the subject of special attention from the designers.²¹

The Courthouse and Mining Registrar's Office continued in its assigned functions for the next 50 years, administering State law to local miners, pastoralists and Aboriginal people.

Local Aboriginal people had found employment as shepherds in 1870s, even though sporadic violence between the British settlers and pre-existing Aboriginal families continued into the 1880s.²² However the population surge of British settlers as a result of the gold discoveries meant that by the 1890s there was less employment available for local Aboriginal people. This was exacerbated by a colonial attitude that Aboriginal people should not congregate in towns, and that 'white' labour was preferable to Aboriginal.²³ Aboriginal employment during this period therefore was primarily on stations, and as trackers for lost stock, guiding prospectors and finding water.²⁴

Overall, the impact of colonial settlement on Aboriginal resources and movement in the region resulted in the formation of fringe camps around towns and stations. This move further impacted traditional social structures as scattered groups became centralised into overpopulated camps, which also resulted in the spread of disease.²⁵ Fringe camps in general also created social problems arising from the unequal treatment of Aboriginal people in settler society, particularly alcoholism,

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- 16 *The Murchison Times and Day Dawn Gazette*, 22 June 1907, p. 2; *The Black Range Courier and Sandstone Observer*, 13 March 1908, p. 2
- 17 *Meekatharra Miner*, 18 March 1911, p. 2
- 18 *The West Australian*, 27 February 1911, p. 4; *Murchison Advocate*; Nannine is a ghost town on the shore of Lake Annean, approximately 25 km south of Meekatharra
- 19 *The Murchison Times and Day Dawn Gazette*, 3 October 1911
- 20 Jean & Hayes *op cit.*, p. 46
- 21 *Meekatharra Miner*, 30 March 1912, p. 4
- 22 Edwards *op cit.*, pp. 84-94
- 23 Marchant, L R, *Aboriginal Administration in Western Australia, 1886-1905*, Australian Institute of Aboriginal Studies, 1981, p. 51; *The Murchison Times and Day Dawn Gazette*, 7 November 1907, p. 3
- 24 *Daily Telegraph and North Murchison and Pilbara Gazette*, 1 July 1920, p. 2; *Geraldton Guardian*, 29 March 1924, p. 4
- 25 Tonkinson, *op cit.*, pp. 141-143; Briscoe, G, *Counting, Health and Identity: An Aboriginal health and demography in Western Australia and Queensland 1900-1940*, Aboriginal Studies Press, 2003, pp. 89-92

crime and prostitution.²⁶ A wide-spread concern of these exploitative sexual relationships was the control of 'half-caste' children, who were seen as 'endangered' by their association with Aboriginal culture and calls were made to assimilate them into 'white' society.²⁷

The result of this situation was increasing government control over the freedoms and daily lives of Aboriginal people during this period. In 1886 the *Aborigines Protection Act* was established, which regulated Aboriginal employment, however in practice the laws favoured the rights of pastoralists over Aboriginal workers. Another aspect of the Act was the appointment of Protectors of Aborigines, who were given the authority to involve themselves in the lives of Aboriginal families, in particular the custody of children.²⁸ In response to the public fears over disease, employment conditions of Aboriginal workers, and mixed race relationships, Government control increased with the *Aborigines Protection Act (1897)*, culminating in the Roth Enquiry of 1905.²⁹

The Roth enquiry was primarily concerned with allegations of slavery in the pastoral industry, but also broadly examined the treatment of Aboriginal people. Roth's report was scathing of the treatment of Aboriginal people in the State's far north, however the political response shifted the focus of the resulting *Aborigines Act 1905* towards control of Aboriginal children, movement, employment and health concerns.³⁰

For Aboriginal people living around Meekatharra in the early 20th century employment was found on stations or performing domestic work in town, however Aboriginal people were considered 'dirty' and moved on after dark from the town's 'protected area'.³¹ Eventually a camping area was gazetted for Aboriginal use, however local Aboriginal people still faced government control over their lives in matters such as employment, alcohol and dogs.³² Medical care was provided by the local hospital and charged back to an employer or the Aborigines Department, however there was a widely held perception that the Aboriginal people were 'passing away', and would essentially 'die out'.³³

Mrs Avy Curley (née Cameron) was born into this social fabric in 1912, growing up at the 'Camel Soak' camp near Meekatharra. In an interview in 1997, she remembered her father building a hut for the family from sheets of corrugated iron

²⁶ Tonkinson, *op cit.*, p. 143; *Kalgoorlie Miner*, 17 September 1901, p. 2; *Kalgoorlie Miner*, 19 April 1900, p. 7; *The WA Record*, 12 March 1898, p. 16

²⁷ Haebich, A, *Broken Circles: Fragmenting Indigenous Families 1800-2000*, Fremantle Arts Press, 2000, pp. 141-143; 160-161; Edwards *op cit.*, pp. 93-95

²⁸ Haebich, *op cit.*, p. 210; 'Western Australia – Legislation', *Find & Connect*, accessed 30 May 2017, <https://www.findandconnect.gov.au/guide/wa/WE00403>

²⁹ Briscoe, *op cit.*, pp. 86-95; Haebich, *op cit.*, pp. 210-213; Allbrook, M, *Henry Princep's Empire*, ANU Press, 2014, pp. 237-243

³⁰ Briscoe, *op cit.*, pp. 99-101; Haebich, *op cit.*, pp. 215-216; Bolton, G C, 'Black and White after 1897', *A New History of Western Australia*, C T Stannage (eds.), UWA Press, 1981, pp. 128-132

³¹ *Sunday Times*, 15 December 1907, p. 8; *The Manganese Record, Peak Hill, Mullagine and Marble Bar Gazette*, 25 April 1941, p. 4

³² *The Manganese Record, Peak Hill, Mullagine and Marble Bar Gazette*, 21 February 1941, p. 4; *Daily Telegraph and North Murchison and Pilbara Gazette*, 25 March 1927, p. 3; *Daily Telegraph and North Murchison and Pilbara Gazette*, 22 August 1924, p. 3; *Daily Telegraph and North Murchison and Pilbara Gazette*, 24 December 1924, p. 2; *The Daily Telegraph*, 27 December 1918, p. 3

³³ *Daily Telegraph and North Murchison and Pilbara Gazette*, 8 July 1931, p. 2; *The Yalgoo Observer and Murchison Chronicle*, 31 March 1939, p. 3; Edwards, *op cit.*, pp. 88, 95

collected from the rubbish tip. Mrs Curley performed domestic work for a local woman Stella Motts, and was paid 'a few bob, just enough to buy bread or flour to make a damper'.³⁴

In 1937 a nationwide assimilation policy was announced for Aboriginal people, with the intention that 'part Aboriginal' people would be absorbed into 'white' culture while traditional Aboriginal groups would continue to die out.³⁵ This policy was championed in Western Australia by Chief Protector of Aborigines A O Neville.³⁶ However the ongoing inequality faced by Aboriginal people saw the development of resistance to assimilationist attitudes and governments controls in the 1930s.

At the 150th anniversary celebrations for British colonisation of the continent in 1938, Aboriginal and non-Aboriginal groups staged protests against the conditions facing Aboriginal people, which sparked a new national debate on the subject.³⁷ At a local level this new attitude of political resistance was taken up by Avy Curley, who led a protest march in Mount Magnet in 1940 against the 6pm curfew on Aboriginal people in town and spent the night in a lockup as a result.³⁸ Other forms of resistance in Western Australia during this time included protests at Port Hedland in 1945 against the town's 'prohibited area,' as well as the political watershed of the Pilbara worker's strike in 1946-1949. Instrumental in the protests of these Aboriginal workers was the involvement of Meekatharra activist Don McLeod.³⁹

A significant event in the struggle by Aboriginal people that occurred during this period was the 1944 *Native (Citizenship Rights) Act*, which made it possible for an Aboriginal person to gain full citizenship rights, but only if the person could prove to a local magistrate that they had 'dissolved tribal and native association' for two years and had 'adopted the manner and habits of civilised life, including fluency in English and being free from disease'.⁴⁰ In Meekatharra, Aboriginal members of the Seventh Day Adventist Church were reported to have voiced their determination to acquire citizenship rights in response.⁴¹

By the 1950s, the State government had grown concerned over the fringe camps on the outskirts of the Meekatharra town site and the lack of accommodation provided for Aboriginal people, and in 1959 four "hutment" dwellings were built in

34 Jean & Hayes *op cit.*, pp. 43-44

35 Haebich, *op cit.*, pp. 454-457; 'Era 3: Assimilation', *Australians Together*, accessed 2 June 2017, <http://www.australiansitogether.org.au/stories/detail/assimilation>

36 Haebich, *op cit.*, pp. 270-277; Bolton *op cit.*, pp. 148-149

37 Haebich, *op cit.*, p. 313; '26 January 1938', *Australian institute of Aboriginal and Torres Strait Islander Studies*, accessed 2 June 2017, <https://aiatsis.gov.au/collections/collections-online/digitised-collections/day-mourning-and-protest-aborigines-conference-75th-anniversary/26th-january-1938>; *The Age*, 27 January 1938, p. 7; *The Daily News*, 10 March 1939, p. 2, *Sunday Times*, 7 August 1938, p. 8

38 Jean & Hayes *op cit.*, pp. 43-45; Skyring, F, *Justice: A history of Aboriginal Legal Service of Western Australia*, UWA Publishing, 2011, p. 1-3

39 Hess, M, 'Black and Red: The Pilbara Pastoral Worker's Strike, 1946', *Aboriginal History*, 1994, vol. 18:1, pp. 70-81; Wilson, J, 'The Pilbara Aboriginal Social Movement: An Outline of its Background and Significance', *Aboriginies of the West: Their Past and their Present*, R M & C H Berndt (eds.), pp. 151-186,

40 Jean & Hayes *op cit.*, np; 'Western Australia – Legislation Native (Citizenship Rights) Act 1944 (1944-1971). *Find and Connect* website, accessed 11 December 2020, [https://www.findandconnect.gov.au/guide/wa/WE00416#:~:text=Native%20\(Citizenship%20Rights\)%20Act%201944%20\(1944%20%2D%201971\)&text=23\)%20had%20the%20full,met%20a%20range%20of%20conditions.](https://www.findandconnect.gov.au/guide/wa/WE00416#:~:text=Native%20(Citizenship%20Rights)%20Act%201944%20(1944%20%2D%201971)&text=23)%20had%20the%20full,met%20a%20range%20of%20conditions.) 'Impacts of Law Post 1905', *Kaardijin Noongar – Noongar Knowledge*, South West Aboriginal Land & Sea Council website, accessed 11 December 2020, <https://www.noongarculture.org.au/impacts-of-law-post-1905/>

41 'First Family Arrives at Adventist's Camp', *The West Australian*, 29 February 1952, p.9

the town. In 1957, the Courthouse and Mining Registrar's Office underwent minor internal alterations, blocking up what had originally been a private entry to the building for the local magistrate, and one of the magistrate's rooms converted into a kitchen.⁴²

In the early 1960s the Courthouse and Mining Registrar's Office was abandoned in favour of new premises, leaving the building empty.⁴³ In 1962 Avy Curley founded an organisation called the Bundi Club ("Good" Club), located in the building, which was operating by 1963. The Bundi Club was an Aboriginal social support centre, providing Adult Aboriginal Education Certified courses in cooking, dressmaking, handicrafts for women, and bricklaying, welding and building for men.⁴⁴ Another activity was badminton, which was played in the evenings.⁴⁵

In an interview in 1994, Curley notes that the purpose of the *Bundi Club, Meekatharra* was so that Aboriginal people would have something to do, and a place where Aboriginal people could gather freely as a step towards housing in town. Aboriginal families visiting Meekatharra for funerals were also able to camp at the *Bundi Club, Meekatharra*, and the building was also the venue for Christmas functions, with Avy organising presents for the children and her husband stepping in as Santa Claus. Other family support activities included providing school lunches for local families, church services, and care for the sick.⁴⁶

Another Aboriginal woman who worked at the *Bundi Club, Meekatharra*, Esther Cameron, remembers:

The Bundi Club was lovely in those days, we were all there. There was dancing, singing, Christmas parties, weddings. Pensioners used to have their Christmas supper there all together. Buying Christmas present, dancing and doing the rock 'n' roll there. I was one of the main ones there in those days... That was the only building where Aboriginal people could go.⁴⁷

Another member of the *Bundi Club, Meekatharra*, Irene Allison, remembers the early days of the organization:

The sewing machine would sit in the pram while I pushed it down to the Bundi Club. I think we all started off with our own machines and a bit of material – whatever that could scrounge around. Later I think Gran Curley applied for funds through the Lotteries Commission.

To begin with we made children's clothing, then later made school uniforms... We had haqueues. Many times I took my juke box along and we'd all get in there and start dancing around the hall... We also had movies and they would have the old projector and get the old screen out and set it up. Once a week or once a fortnight or whenever they could lay their hands on a film, they would put on the pictures.⁴⁸

The early years of the *Bundi Club, Meekatharra* coincided with a State-wide shift towards greater recognition of how racist policies and attitudes had impacted Aboriginal communities. In 1963 the Western Australian government passed the

42 Jean & Hayes *op cit.*, pp. 12, 31, also information in figures and thematic tables (np).

43 *ibid.*, p. 11

44 Edwards *op cit.*, p. 193; Jean & Hayes *op cit.*, pp. 43-44

45 'Community Liaison', *Annual Report of the Commissioner of Native Welfare*, 1971, p. 19

46 Jean & Hayes *op cit.*, p. 44

47 Cameron, E, interview with Jean, A & Robinson, D, 28 November 1997, as quoted in Jean & Hayes *op cit.*, p. 46

48 Allison, I, interview with Jean, A & Robinson, D, 27 November 1997, as quoted in Jean & Hayes *op cit.*, p. 49

Native Welfare Act 1963, which repealed the *Aborigines Act 1905* and abolished the Commissioner's custodianship over Aboriginal minors. This was then replaced in the 1970s by the *Aboriginal Affairs Planning Authority Act 1972*.⁴⁹ At the same time, a number of the older missions began to be replaced by government and community hostels that focused on the education and well-being of young Aboriginal people.⁵⁰

At a national level, this period saw other improvements in Aboriginal rights. The *Commonwealth Electoral Act 1962* extended non-compulsory voting rights to Aboriginal people for Commonwealth elections, and in 1996 Aboriginal pastoral workers in the Northern Territory were awarded equal wages with non-Aboriginal workers. A significant reform was the *Consultation Alteration (Aboriginals) 1967*, which repealed section 127 of the Australian Constitution to ensure Aboriginal people were counted in the census, which in turn ensured other voting and civil rights, as well as amending section 51 of the Constitution to allow the federal government a greater role in creating legislation for the benefit of Aboriginal people.⁵¹

In 1979 the State government passed the *Aboriginal Communities Act 1979*, arising from the work between Aboriginal Justices of the Peace and Magistrate Terry Syddall, which made provision for Aboriginal communities to make management rules that applied to their own communities.⁵² The same year, Avy Curley was accredited as a Field Officer of the Aboriginal Legal Aid in Meekatharra, and the Legal Aid office was then located in *Bundi Club, Meekatharra*. In an interview in 1994, she noted:

*In them days there were a lot of people taken to court and put in jail, mostly for drinking beer, even if they weren't drunk. The police would round up our people if they were still on the streets after it got a bit dark.*⁵³

The following year Avy Curley was awarded the Order of Australia for her services to the Aboriginal community. As Mrs Curley was also noted as an accomplished artist, she was invited to present carved emu eggs to Prince Charles and Queen Elizabeth II during this time.⁵⁴ In 1984 Avy Curley became Chair of the Aboriginal Housing Board's State Housing Commission, as well as passing on traditional arts and crafts at the Meekatharra High School.⁵⁵

49 '8. The Laws – Western Australia. Bringing Them Home (1997)', Australina Human Rights Commission, accessed 16 November 2020, <https://humanrights.gov.au/our-work/8-laws-western-australia-bringing-them-home-1997>; 'Aboriginal Affairs Planning Authority Act 1972 (1972-)', Find and Connect website, accessed 16 November 2020, <https://www.findandconnect.gov.au/guide/wa/WE00427>

50 *Guide to Institutions Attended by Aboriginal People in Western Australia*, State Solicitor's Office, 2005

51 Thomas, M, 'The 1967 Referendum', Parliament of Australia website, accessed 16 November 2020, https://www.aph.gov.au/About_Parliament/Parliamentary_Departments/Parliamentary_Library/FlagPost/2017/May/The_1967_Referendum; Dow, C, Gardiner-Garden, J, 'Overview of Indigenous Affairs: Part 1: 1901 to 1991', Parliament of Australia website, accessed 16 November 2020, https://www.aph.gov.au/about_parliament/parliamentary_departments/parliamentary_library/pubs/bn/1011/indigenousaffairs1#_Toc293318913

52 Kamien, T, 'Implementing Self-Government – An Examination of the Aboriginal Communities Act (Western Australia)', *Murdoch University Electronic Journal of Law*, vol 2, no 1, 1995, accessed 16 November 2020, <http://138.25.65.17/au/journals/MurUEJL/1995/8.html>

53 Curley, A, interview with Jean, A & Robinson, D, 28 November 1997, as quoted in Jean & Hayes *op cit.*, p. 45

54 Jean & Hayes *op cit.*, p. 43

55 Edwards *op cit.*, p. 193

At the *Bundi Club, Meekatharra*, the Aboriginal-led Miniarra Resource Agency was incorporated at Meekatharra in 1986. This aimed to provide support for the Aboriginal community, constructed a small number of demountable buildings at the site, adjacent to the former courthouse and registrar's building.⁵⁶

However by the 1990s, the *Bundi Club, Meekatharra* was falling into disrepair, and the needs of the local Aboriginal community were changing⁵⁷. Funds were not available for the building to be refurbished, and the *Bundi Club, Meekatharra* building was finally abandoned c.1995. Margaret Mippy, a member of the club, remembers:

*We used to get in and help everybody just sort of belonged together, we were all there to do something. It was really good. The last get together was Pop's funeral. Two years on Monday just gone. That was the last thing held at the *Bundi Club*.⁵⁸*

In 2017 the *Bundi Club, Meekatharra* lies vacant, and has been extensively vandalised.

13.2 PHYSICAL EVIDENCE

Bundi Club, Meekatharra consists of a single story timber framed, weatherboard former Courthouse and Mining Registrar's Office with a galvanised iron roof, built in 1912 and abandoned c.1992. The place demonstrates the nature of building in remote areas, and includes a number of features designed to deal with local high temperatures. Physical evidence for this place has been derived from both the Conservation Plan for the place by Jeans and Hayes (2000) and a site visit in 2017.

Bundi Club, Meekatharra is sited towards the middle of a large block facing Darlot Street in Meekatharra, with three small demountable office immediately adjacent to the southwest, and a small galvanised steel toilet block behind the *Bundi Club, Meekatharra* to the northwest. There is a low wire mesh fence and gate along the front of the block and the *Bundi Club, Meekatharra* has a higher wire mesh fence isolating it from the other buildings at the site. There is no garden however there is a mature *Eucalyptus sp.* to the rear of the building.

The building lies at the end of Darlot Street, in a sparsely populated urban landscape of single storey weatherboard and galvanised steel residences. The lots either side of the *Bundi Club, Meekatharra* (southwest and northeast) are empty, and further northeast the area is undeveloped. The *Bundi Club, Meekatharra* has little streetscape presence along Darlot Street as it is largely screened by the adjacent demountables.

The building itself is timber-framed, resting on timber piles, which in turn support the timber bearers, floor joists and timber flooring. The exterior walls consist of jarrah chamfered ship lap cladding, attached directly to the frame. An exception is near the top of the walls at the rear portion of the building, where roughcast render has been applied to the exterior wall panels in which the air vents have been installed.

At the rear of the building is a brick chimney, built in stretcher bond on a concrete foundation. The doors and windows are timber framed, the windows timber hopper

⁵⁶ Jean & Hayes *op cit.*, p. 30

⁵⁷ *ibid.*, np (table); *Annual Report*, Office of the Registrar of Aboriginal Corporations, 2000, p. 92

⁵⁸ Jean & Hayes *op cit.*, p. 47; Edwards *op cit.*, p. 193

type, which have been covered with wire mesh security grilles, corrugated galvanised metal or exterior condensers for air conditioning units. The front doors are original four panel solid timber, however the rear door appears to be a modern plain door. Both the main front door and the rear door have been secured closed with wire mesh of galvanised metal, however access is still available from the side door off the verandah.

The roof of the *Bundi Club, Meekatharra* is half-gabled, combining an overall hipped form with small gables at the terminus of each apex. The gables feature timber ventilators, timber fascia and an open timber slat soffit. The roof is clad in galvanised iron with rolled metal ridge capping and ogee galvanised iron gutters. There are also a number of metal ventilator shafts on the roof, protected by metal chimney caps. The rear brick chimney is square, the original crown missing.

The verandah is located below the roof line, separated by another set of ventilators. The verandah forms an L shape wrapping around the northeast side of the building, hipped and identical to the roof in materials. The verandah is supported by original solid timber chamfered square posts, connected by a timber handrail. The posts feature ornate heads. The verandah has a timber deck supported on the same system as the rest of the building.

The asymmetric massing of the building, varied roof shapes, portion of roughcast walling, and ornate timber verandah posts are all features of the Federation Queen Anne style of architecture, a style popularised in domestic-scale buildings during the Federation period of Western Australia as an ornate, reimagined revival of Tudor architecture.⁵⁹ Given the simplicity of material and sparing decoration, *Bundi Club, Meekatharra* is a modest iteration of this style, adapted for a hot climate.

Inside, the interior walls of the building are clad in plasterboard, save for the chimneys in the main room and front room (originally the court room and clerk's rooms respectively), which are rendered and painted brick with an ornamental timber fireplace. The walls are timber clad to dado height framed by timber skirting and capping. The floors are likely timber boards but have been covered in linoleum. The ceilings are also composed of plasterboard.

The Conservation Plan for the *Bundi Club, Meekatharra* also notes:

The design of the building reflects the consideration of the hot dry local climatic conditions. A complex roof ducted ventilation system has been incorporated throughout the building. This feature together with the use of a number of other devices, namely eaves ventilation panels, positioning of openings to the building and verandahs, contribute to make this a special feature of the design and noteworthy.⁶⁰

There do not appear to have been any significant structural modifications to the building since 1957, save for the installation of electricity. However site inspections in 2015 and 2017 have identified several areas of the damage to the building.⁶¹ Damage includes loose roof sheeting, re-fixing and brick repairs to chimney, open holes in exterior timber cladding into timber frame, replacement of verandah timber decking and structure. Severe vandalism to the building has resulted in multiple

⁵⁹ Apperly *et al.*, *op cit.*, pp. 132-135; Jean & Hayes *op cit.*, p. 30

⁶⁰ Jean & Hayes *op cit.*, p. 31

⁶¹ Habitat Home and Building Inspections, *Courthouse Building Darlot Street Meekatharra*, DAA, 2015

areas of damage to internal plasterboard walls, floor and ceiling, including some areas that have become open to the elements.

13.3 COMPARATIVE INFORMATION

PRINCIPAL AUSTRALIAN HISTORIC THEME(S)

- 3.4.3 Mining
- 3.14.1 Building to suit Australian conditions
- 5.7 Surviving as Indigenous people in a white-dominated society
- 8.5 Forming Associations

HERITAGE COUNCIL OF WESTERN AUSTRALIA THEME(S)

- 303 Mining
- 403 Law and Order
- 404 Community services and utilities
- 601 Aboriginal people

Federation Queen Anne Style

The physical evidence indicates that *Bundi Club, Meekatharra* is a modest example of the Federation Queen Anne style of architecture, a residential building style popularised in Western Australia after 1890 due to the greater availability of wealth, materials and influx of new architectural ideas.⁶² A search of the Historic Heritage database for Federation Queen Anne style places returns a total of 691 places, of which 94 are listed on the State Register of Heritage Places (RHP). These places include residences, community buildings, government buildings and educational buildings. The places most comparable to *Bundi Club, Meekatharra* as modest iterations of this style applied to a non-residential building include:

- P579 *Coolgardie Primary School* (RHP): established at Coolgardie in 1897, this design by George Temple Pool and Hillson Beasley shows a strong influence of Federation Queen Anne style in massing and elevation, with a sparing, modest ornamentation.
- P2722 *Wickepin Nursing Post* (RHP): established at Wickepin in 1926, the design of this modest, utilitarian inter-war building was influenced by Federation Queen Anne style.
- P4628 *Dardanup State School (fmr)* (RHP): established at Dardanup in 1896, this brick schoolroom is an intact, modest example of Federation Queen Anne style.

Other modest iterations of the style applied to a residential building include:

- P3344 *Anzac Cottage* (RHP): constructed in 1916 at Mount Hawthorn as a memorial to Anzac troops fighting in World War I, the place is a good example of a modest Federation Queen Anne style cottage.

⁶² Pitt Morrison, M, and White, J, 'Builders and Buildings', *A New History of Western Australia*, C T Stannage, (ed.) UWA Press, 1981, pp. 539-540

- P3992 Brookman & Moir Streets Precinct (RHP): an almost-complete precinct of late 19th Century workers cottages, largely derived from a single design plan in a modest iteration of the Federation Queen Anne style.
- P9201 Success Hill Lodge (RHP): constructed at Bassendean in 1896, this double storey brick building is a fine, intact example of the Federation Queen Anne style.
- P11543 Parry Street Precinct (RHP): a row of semi-attached worker's residences, constructed in Perth in the 1890s, an intact streetscape of both modest and elaborate examples of late 19th Century styles, including Federation Queen Anne.
- P13930 Koogereena Homestead (RHP): constructed at Greenough in 1911, this a single storey homestead is a fine and intact example of a simplified Federation Queen Anne style building in a rural setting.

Courthouses

The documentary evidence identifies one of the original uses of Bundi Club, Meekatharra, as being a courthouse building. Courthouses were an essential government service, and some form of centre for legal adjudication was a common feature of colonial towns from the early days of the colony, with small settlements receiving formal courthouses (usually located in close proximity to other government buildings) when the town population grew to a viable level.⁶³

A search of the Historic Heritage database for buildings with the use of 'Governmental: Courthouse' or 'Governmental: Office or Administration Building' returns 341 places, of which 90 are listed on the on the RHP. By reducing this list down to courthouses or offices built during the Gold Boom, the search returns 138 places, of which 64 are listed on the RHP. By further restricting this search to places with the keyword 'Warden,' four places are found to be comparable as Gold Boom era courthouses that also served a function as a warden's court:

- P179 Boulder Court House (fmr) (RHP): a simple storey stone, brick and iron building constructed between 1900 and 1905 in the Federation Free Classical style. The place is closely associated with the development of Boulder and the 'Golden Mile,' and is associated with a number of regional development projects as well as prominent Warden J M Finnerty.
- P629 Cue Public Buildings (RHP): a group of five attached public buildings, including a police station, post office and magistrate's court. The buildings are constructed of local granite in the Federation Arts and Crafts style and reflect the importance of Cue as a major regional centre serving the Murchison Goldfields during the 1890s and early 1900s.
- P814 Government Buildings (RHP): a group of buildings established in 1895, these Federation Arts & Crafts style structures are a rare example of a government complex in the East Pilbara Goldfields. The group is associated with the gold and tin boom of the Pilbara and the development of the regional centre of Marble Bar.

⁶³ Heritage and Conservation Professionals, *Cue Public Buildings: Conservation Plan*, Shire of Cue, 1995, pp. 9, 23; Nayton, G, *The Archaeology of Market Capitalism: A Western Australian Perspective*, Global Contributions to Historical Archaeology, Springer/Kluwer, 2011, pp. 40-42, 54-55

- P1291 *Government Buildings, Kalgoorlie* (RHP): a block of two storey buildings surmounted by a clock tower, this group was established between 1896 and 1899 and included the post office, courthouse and Warden's court as well as a branch of the Mines Department. The group demonstrates the architectural and administrative development of Kalgoorlie, and is a significant regional landmark.

Mining Registrar

The documentary evidence identifies one of the original uses of *Bundi Club, Meekatharra* as being a Mining Registrar's Office. Similar to courthouses, these government officials were assigned to developing towns when they had developed to the point where such a service was needed. By consulting the Post Office directories for the year the Courthouse and Mining Registrar's Office at Meekatharra was established, it can be established that there were 21 mineral fields declared (mostly goldfields), each with their own Mining Registrar.⁶⁴ A search of the Historic Heritage database for buildings with the keyword 'Registrar' returns 48 places, of which 19 are listed on the on the RHP. The places within this group comparable to *Bundi Club, Meekatharra* as government registrar offices (as opposed to private clubs and churches) include:

- P629 *Cue Public Buildings* (RHP): discussed above.
- P814 *Government Buildings* (RHP): discussed above.
- P1291 *Government Buildings, Kalgoorlie* (RHP): discussed above.
- P3233 *Registrar's Office and Residence, part of P3239, Cossack Town Site Precinct* (RHP): established c.1887, the original Mining Registrar's Office was replaced with the current masonry building in 1985. As part of a larger group, the place demonstrates the development of frontier settlement in the northwest and is an exceptional archaeological site.
- P1449 *Old Court House Complex* (Local Heritage Survey, or LHS): constructed in 1900 at Laverton, included a Mining Registrar's office.
- P23896 *First Warden's House, Mining Registrar* (LHS): constructed in 1910 at Norseman.

Community Support Centres

Community clubs, societies and support networks are common and varied throughout the State's history, established by religious societies, sport/activity groups, and commercial or trade fraternities. The Historic Heritage database does not generally give the specific nature or membership breakdown of most of these groups, so it is of limited use in identifying directly comparable examples to *Bundi Club, Meekatharra*.

A search of the Historic Heritage database was undertaken for places with the use of 'Social/Recreational: Other Community Hall/Centre,' returning 658 places, of which 68 are listed on the on the RHP. The places most comparable to *Bundi Club, Meekatharra* as secular social clubs with a group support focus (as opposed to e.g. a religious, commercial or a sport/activity clubs) include:

⁶⁴ *The Western Australian Directory [Wise's]*, 1912, p. 1089, available via the State Library Service Western Australia website, accessed 3 December 2020, <https://slwa.wa.gov.au/explore-discover/wa-heritage/post-office-directories/1912>

- P598 Wanslea (RHP): established a Cottesloe in 1905 by the Independent Order of Oddfellows to provide accommodation and support for the children of deceased members.
- P2027 Chung Wah Association Hall (RHP): established in Northbridge in 1911, this association was formed to provide support for Chinese immigrants.
- P2155 Rechabite Hall (RHP): established in Northbridge in 1924 by the Independent Order of Rechabites in Western Australia, this place was central to the efforts of this group in providing conferences, services and entertainment to its members.
- P8736 Oddfellows Hall (fmr), Leederville (RHP): established at Leederville in 1897 by the Grand United Order of Odd Fellows to provide medical and financial assistance to members

Three of these places are representative of Friendly Societies, which operated during the late Nineteenth and early Twentieth Centuries to provide financial aid and education to members. Other examples of Friendly Societies operating at this time include:

- the United Ancient Order of Druids (P1059 Druid's Hall (fmr) [Removed from the Register])
- the United Friendly Society (P16486 United Friendly Societies Building (fmr))
- Ferguson Buildings, Perth (LHS).
- P2027 Chung Wah Association Hall (RHP) is more comparable to Bundi Club, Meekatharra, run as a social support network for a specific cultural group.

Another somewhat comparable, long-running social support group created and run by members is the Country Women's Association, formed in 1922 to provide support for rural women. A search of the Historic Heritage database for places associated with the CWA returns a total of 75 places, including four places on the RHP.

By reducing the original list of 658 places down to social or recreational buildings established in the Late Twentieth Century period (1960-1990), the search returns 132 places, of which 19 are on the RHP.

The Historic Heritage database may not reflect the extent of support centres and organisations initiated and run by Aboriginal people over the late Twentieth Century period, as these places may not always be included in local heritage inventories or heritage surveys. From this list of 132 places, the following are comparable to Bundi Club, Meekatharra:

- P5072 Gnowangerup Noongar Centre (fmr) (RHP): established by the New Era Aboriginal Fellowship in 1972 within a 1913 cottage at Gnowangerup, this place was an influential initiative by a non-government group to provide social services to Aboriginal members.
- P15365 Koobinya/Nintirri Centres (LHS): established at the Shire of Ashburton in 1983, these c.1966 former single men's quarters for

Hamersley Iron were converted into a women's community facility, including childcare a toy library, art studios, legal aid offices and a conference room.

Aboriginal Self-Determination

As with support centres and organisations initiated and run by Aboriginal people over the late Twentieth Century period, the Historic Heritage database may not reflect the extent of places associated with the self-determination of Aboriginal people and their struggle for equal rights under the law, as again these places are often not included in local heritage inventories and surveys. A search of the Historic Heritage database for places with the keyword 'Aboriginal' returns 1293 places, of which 290 are listed on the on the RHP. This includes places where Aboriginal people lived and worked, as well as places where Aboriginal people's lives were institutionalised and places where massacres of Aboriginal people occurred. This list was then reduced down to places established in the Late Twentieth Century Period (1960-1990), and a variety of searches under owners, interested parties, associations, historic theme, and value were performed. The following places were identified as comparable to *Bundi Club, Meekatharra* as a social or business ventures initiated by Aboriginal people as a demonstration of self-determination:

- P2343 *Mount Welcome House (fmr)* (RHP): a group of single storey timber framed homestead buildings, established by the Withnell family in 1864. The place is associated with the Mt Welcome Pastoral Company from 1974 to 1997, an Aboriginal business group consisting of local families.
- P5072 *Gnowangerup Noongar Centre (fmr)* (RHP): discussed above.
- P13516 *Karalundi Aboriginal Education Community Inc*: established in 1954 by Pastor Dudley Vaughan of the Seventh Day Adventist Church with the help of Aboriginal activist Avy Curley. The place closed as a church mission in 1974 however was reopened in 1986 by former students. The place operates as a parent controlled co-educational boarding school.

A search of the Historic Heritage database for places associated with Aboriginal activist Avy Curley OAM, returns one place besides the *Bundi Club, Meekatharra*:

- P13516 *Karalundi Aboriginal Education Community Inc*: described above.

Again, it is likely that the full extent of groups and places that Avy Curley has been associated with over her career has been reflected in the Historic Heritage database.

Conclusion

The comparative information for the *Bundi Club, Meekatharra* indicates that the building is a modest representative example of a Federation Queen Anne building, and is a representative example of a Gold Boom era Courthouse and Mining Registrar's Office, the latter of which were restricted by their nature to mineral fields.

It is difficult to determine the comparative nature of *Bundi Club, Meekatharra* as an example of a social support club established in the post war period, or as a place demonstrating the efforts of self-determination by Aboriginal people, or as a place associated with Aboriginal activist Avy Curley OAM.

13.4 KEY REFERENCES

Jean, A, Hayes, G, *The Bundi Club, Meekatharra: A Conservation Plan*, Australian Heritage Commission, 2000

13.5 FURTHER RESEARCH





HERITAGE COUNCIL
STATE HERITAGE OFFICE

HC CURTILAGE MAP P1531-0
BUNDI CLUB, MEEKATHARRA

MAP 2 OF 2 PREPARED BY BERNHARD KLINGSEISEN (SENIOR LAND INFORMATION OFFICER) 7/05/2017

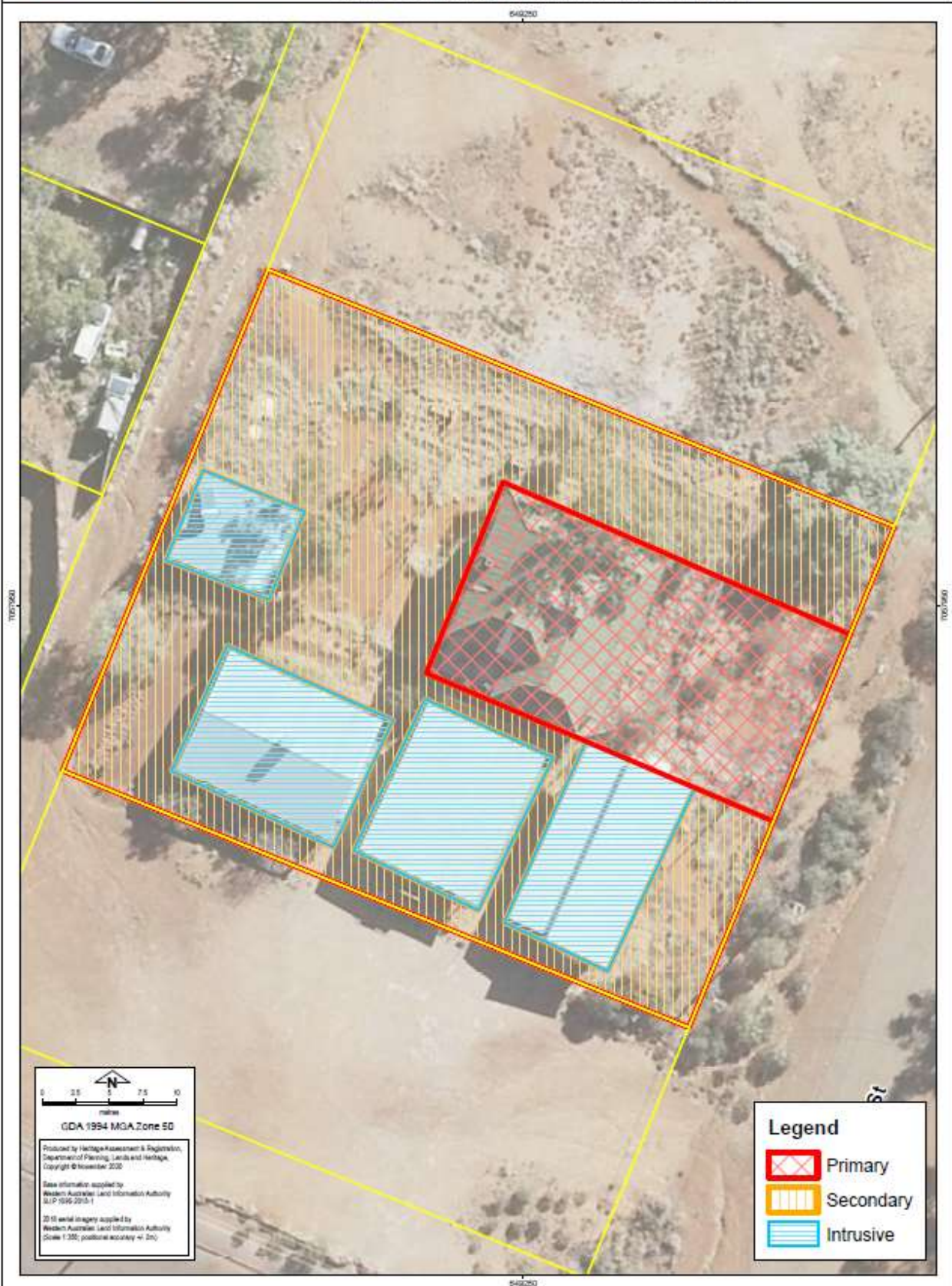






HERITAGE
COUNCIL

HC ZONES OF SIGNIFICANCE P1531-0
Bundi Club, Meekatharra

PREPARED BY DANIEL HOLLAND (SENIOR LAND INFORMATION OFFICER) 23/11/2020



9.4. COMMUNITY DEVELOPMENT

Title/Subject:	AUSTRALIA DAY EVENT	
Agenda/Minute Number:	9.4.1	
Applicant:	Nil	
File Ref:	ADM0118	
Disclosure of Interest:	Nil	
Date of Report:	10 December 2020	
Author:	Tralee Cable Community and Development Services Manager	
		<i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer	
		<i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider waiving Pool Entry fees for an Australia Day event

Attachments:

Nil

Background:

Australia Day falls on Tuesday 26th January this year, and the Community Development team are planning a Pool Party and BBQ for those in town.

Comment:

It is expected the event will be well attended, though relatively low key. Due to the fact the day often falls on a Monday, many people are usually out of town and any event is not well attended. This year, with the holiday on a Tuesday, some reasonable attendance is expected, and poses a good opportunity to continue to build upon the social capital that has developed in the last twelve months. The team would like to offer free entry to the Pool for the day, along with a simple BBQ lunch.

We therefore request endorsement to waive the set fees and charges for the event.

Consultation:

Nil

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 Moses

Seconded: Cr MR Hall



Council endorse waiving the entry fee to the Meekatharra Memorial Pool for the duration of the Australia Day BBQ.

CARRIED 5/0

9.5. HEALTH BUILDING AND TOWN PLANNING

Nil

9.6. WORKS AND SERVICE

Title/Subject:	LOCAL ROADS AND COMMUNITY INFRASTRUCTURE PROGRAM – PHASE 2	
Agenda/Minute Number:	9.6.1	
Applicant:	Nil	
File Ref:	ADM 436	
Disclosure of Interest:	Nil	
Date of Report:	7 January 2021	
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 the process to resolve a project for the LRCI Program – Phase 2.

Attachments:

Extracts from the LRCIP Guidelines:

- 5.0 - What the grant money can be used for
- 5.1 - Eligible grant activity
- 5.2 - Projects must be additional to existing work plans
- 5.4 - What the grant money cannot be used for

A full copy of the Program Guidelines is available on request from the CEO
The executed Grant Agreement will be available at the Council meeting.

Background:

Council resolved to contribute \$623,535 towards Phase 1 of the LRCI Program with the grant allocation being \$822,435. The total project (\$1,445,970) was allocated towards the upgrade and sealing of a further 10 kms of Landor Road.

The Federal Government have now implemented Phase 2 of the Program which provides an allocation of **\$574,130** to Meekatharra.

The Grant Agreement for Phase 2 was executed on 22 December 2020. The next step in the process is to submit a draft Work Schedule for the project.

Comment:

The duration of the Grant is from 1 December 2020 to 30 June 2022.

Construction activity on Eligible Projects must be undertaken between 1 January 2021 and **31 December 2021**.

Other costs associated with Eligible Projects may continue to 30 June 2022.

A draft Work Schedule for the total Grant amount must be submitted by **31 July 2021**

Therefore, Council could resolve this project through the normal budget process (2021/22 Budget) providing the project is uncomplicated and “shovel ready” because it will have to be completed in the first half of the 2021/22 financial year.

Consultation:

Nil

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr PS Clancy

That Council receives the information on the Local Roads and Community Infrastructure Program – Phase 2 and requests the Works Group to identify a project and costs for this program to be recommended to Council for the 2021/22 budget deliberations.

CARRIED 5/0

5.0 What the grant money can be used for

Grant money can only be used on Eligible Projects, which are those that meet the requirements set out in section 5.1, 5.2 and 5.3 and deliver benefits to the community.

5.1 Eligible grant activity

Eligible local road projects are projects that involve the construction or maintenance of roads managed by local governments. Local governments are encouraged to consider how works can support improved road safety outcomes. This could include projects involving any of the following associated with a road:

- traffic signs;
- traffic control equipment;
- street lighting equipment;
- a bridge or tunnel;
- a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- facilities off the road that support the visitor economy; and
- road and sidewalk maintenance, where additional to normal capital works schedules.

Eligible community infrastructure projects are projects that involve the construction, maintenance and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

Projects that involve the construction, maintenance and/or improvements to state/territory and crown owned land/assets and Commonwealth owned land/assets, can also be eligible projects where the Council can confirm that they have the authority of the land or asset owner to undertake the project at the nominated site(s) and the sites are accessible to the public (including natural assets).

These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:

- closed circuit TV (CCTV);
- bicycle and walking paths;
- painting or improvements to community facilities;
- repairing and replacing fencing;
- improved accessibility of community facilities and areas;
- landscaping improvements, such as tree planting and beautification of roundabouts;
- picnic shelters or barbeque facilities at community parks;
- playgrounds and skate parks (including all ability playgrounds);
- noise and vibration mitigation measures; and
- off-road car parks (such as those at sporting grounds or parks).

5.2 Projects must be additional to existing work plans

To be considered an Eligible Project, projects need to be additional to an Eligible Funding Recipient's existing work plan. Projects that have been brought forward from post 2020-21 work plans will be considered additional. Projects will not be considered additional if Eligible Funding Recipients substitute LRCI Program funds for their own funding or other sources of funding. The purpose of the LRCI Program funding is to enable Eligible Funding Recipients to undertake infrastructure projects additional to what they had planned to undertake using their own funds, to stimulate local economies and employment opportunities.

5.4 What the grant money cannot be used for

Eligible Funding Recipients cannot use grant money to pay for business as usual activities and costs, or any other activities and costs not associated with Eligible Projects. These are Ineligible Projects and Ineligible Expenditures.

The following are examples of Ineligible Projects and Ineligible Expenditures:

- costs incurred in the preparation of a Work Schedule or related documentation;
- general administrative overheads and staff salaries not connected with Eligible Projects funded under the Program;
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent;
- projects that receive Australian, state or territory government funding for the same purpose, unless otherwise agreed by the Department;
- commencement ceremony, opening ceremony or any other event associated with Eligible Projects;
- transport planning studies;
- road rehabilitation studies (if not part of an Eligible Project);
- community/public art;
- road building plant or other capital equipment especially moveable equipment (e.g. graders);
- training (if not part of an Eligible Project);
- public liability insurance;
- fringe benefits tax;
- GST payable component of a supply;
- finance leases on equipment;
- depreciation, except for depreciation of plant and equipment directly attributable to a grant funded eligible project;
- stand-alone design and preliminary works;
- operating lease charges where the rental expense cannot be directly linked to the grant project (e.g. a grader may be hired for a period for a variety of tasks, only charges that specifically relate to the funded eligible project can be charged against the grant funds);
- overseas travel; and
- the covering of retrospective costs.

9.7. CONFIDENTIAL ITEMS

Moved: Cr MJ Smith
Seconded: Cr MR Hall

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



CARRIED 5/0

The Community & Development Services Manager Tralee Cable & Cr PS Clancy declared an impartiality interest in item 9.7.1 – TENDERS – COMMERCIAL TENANCIES LLOYDS PLAZA.

Cr PS Clancy left the meeting at 10.15am during discussions.
Cr PS Clancy returned to the meeting at 10.17am.

CONFIDENTIAL ITEM

A Contract entered into, or which may be entered into, by the local government.
Local Government Act 1995 sections 5.23 (2)(c)

Title/Subject:	TENDERS – COMMERCIAL TENANCIES LLOYDS PLAZA	
Agenda/Minute Number:	9.7.1	
Applicant:	Nil	
File Ref:	A165 / RFT20/21-2	
Disclosure of Interest:	Tralee Cable – Impartiality Interest	
Date of Report:	06 January 2021	
Author:	Tralee Cable Community and Development Services Manager	 <i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider tender submissions received to the advertised tender for Commercial Tenancies – Lloyds Plaza.

Officers Recommended Options:

Tender 1 - Cafe

Option A

That Council accept the tender as submitted, including the conditions of offer, and authorise the CEO to negotiate and execute a tenancy agreement with the applicant in accordance with their RFT 20/21 submission, purchase such equipment and effect works as required to meet conditions of proposal.

OR

Option B

Council does not accept the tender in its current form and requests the CEO to negotiate with the applicant to _____

AND

Tender 3 - Shop

Option A

That Council accept the tender as submitted and authorise the CEO to negotiate and execute a tenancy agreement with the applicant in accordance with their RFT 20/21 submission for an initial one-year lease term

OR

Option B

Council does not accept the tender in its current form and requests the CEO to negotiate with the applicant to _____

AND

Tender 4 - Salon

Option A

That Council accept the tender as submitted and authorise the CEO to negotiate and execute a tenancy agreement with the applicant in accordance with their RFT 20/21 submission for an initial two-year lease term.

OR

Option B

Council does not accept the tender in its current form and requests the CEO to negotiate with the applicant to _____

Council Resolution:

Tender 1 – Café

Moved: Cr PS Moses

Seconded: Cr MR Hall

That Council adopts Option A as recommended excluding the provision of an Ice Machine, Coffee Machine and Coffee Grinder at the facility.

CARRIED 4/1

Cr MJ Smith requested that his vote against the motion be recorded.

Reason for Resolution Differing from Officers Recommendation:

Council would like to see the Café equipped with only basic equipment regardless of its occupancy status;

- **for the overall amenity of the facility,**

- **to improve the likelihood of attracting lessees, if required, in the future,**
- **for potential Shire use should the space be untenanted at any time in the future, and**
- **to provide the Shire with some control over the quality of the basic equipment.**

Tender 3 – Shop

Moved: Cr PS Clancy

Seconded: Cr MJ Smith

That Council adopts Option A as recommended

CARRIED 5/0

Tender 4 – Salon

Moved: Cr PS Clancy

Seconded: Cr PS Moses

That Council adopts Option A as recommended

CARRIED 5/0

Moved: Cr MJ Smith
Seconded: Cr MR Hall

That the meeting be opened to the public



CARRIED 5/0

10. NEW BUSINESS OF AN URGENT NATURE-INTRODUCED BY RESOLUTION OF THE MEETING

Moved: Cr MR Hall
Seconded: Cr PS Moses

That the urgent new business be discussed.

CARRIED 5/0

Title/Subject:	140H GRADER REBUILD	
Agenda/Minute Number:	10.1	
Applicant:	Nil	
File Ref:	P484	
Disclosure of Interest:	Nil	
Date of Report:	14 January 2021	
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 endorsing the Works Group recommendation to undertake a full mid-life rebuild of the 140H grader.

Attachments:

Copies of Westrac emails and estimates 210108 and 210108A which were provided to all Councillors (Works Group Members) by email on 13/1/2021.

Background:

The Works Group discussed the options for the replacement or rebuild of the 140H grader on 2 December 2020 and resolved:

“Agreed: Peter (WSM) to get itemised quote/quotes from Westrac for the various levels of rebuild of the 140H grader. Quote/s are to state any warranties included and details of what is being done. The quote/s will be provided to members by email and members will then decide whether to make a decision/recommendation by email or whether an in person meeting is required. The aim is (that if a rebuild is decided) to get the grader to Westrac before Christmas so that work can commence while the crew is on leave.”

Comment:

Westrac required the grader to be taken to their Geraldton workshop in order to provide more accurate estimates for the proposed rebuild. The grader was transported to Geraldton before the Christmas closure. Westrac provided estimates on 11/1/2021 and 12/1/2021.

These estimates were emailed to Works Group members (all Councillors) on 13/1/2021 seeking their preferred option. By 14/1/2021 four of the six Councillors had responded – all in favour of undertaking the full rebuild at an estimated cost of \$362,022.

Under Council Delegation 01-02 – Purchase Order Delegation a Council resolution is required to authorise this work.

The Works and Services Manager, Peter Cox supports the full rebuild option.

Westrac is a WALGA (WA Local Government Association) preferred supplier which provides exemption from the Tender requirements under the Local Government Act 1995 and Functions and General Regulations 1996.

Consultation:

Nil

Statutory Environment:

Local Government Act 1995 including section 3.57

Local Government (Functions and General) Regulations 1996 – Division 2.

Policy Implications:

Purchasing Policy - 4.2

Delegation 02 – Purchase Order Authorisation

The following are excerpts from Delegation 02 and Policy 4.2. However Councillors have copies of the Policy Manual and Delegation Register and should read relevant policies and delegations in full to ensure all relevant information is taken into account.

Delegation 02 – Purchase Order Authorisation provides the following (in part):

“Limits on amounts:

- a) *Level 1 (CEO) - \$250,000 excluding the purchase of freehold land and real estate. When authorised by Council resolution, and subject to compliance with the relevant tender legislation, the CEO can issue Purchase Orders for amounts in excess of \$250,000. This includes purchases under pre-qualified shire panel tenders and other shire tenders where the contract/s provide for flexibility in terms of the volume and/or value of goods and services. This also includes the purchase of bitumen and aggregate goods and services when the purchase is conducted through the WALGA Preferred Supplier system and in accordance with Council Policy.”*

Policy 4.2 – Purchasing Policy provides the following (in part):

<i>“Over \$250,000</i>	<i>Where the purchasing requirement is not able to be met through a tender-exempt arrangement as listed under section 4.5 of this Policy, conduct a public Request for Tender process in accordance with Part 4 of the Local Government (Functions and General) Regulations 1996, this policy and the Shire’s tender procedures. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.”</i>
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NOTES: The general principles relating to written quotations are;

- An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion.
- The request for written quotation should include as a minimum:
 - Written Specification
 - Selection Criteria to be applied
 - Price Schedule
 - Conditions of responding
 - Validity period of offer
- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
- Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.
- Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
- Respondents should be advised in writing as soon as possible after the final determination is made and approved.

Council acknowledges that it will not always be possible, cost effective or in Council's best interest to obtain more than one quote or estimate. The CEO is to use his/her discretion in applying this policy. E.g. When a tradesman visits town (providing a trade that is otherwise unavailable in or near Meekatharra) staff should make use of the tradesman within budget parameters and providing hourly rates and quotes are considered competitive and reasonable.

Budget/Financial Implications:

Council has a capital budget of \$400,000 for the Construction Grader in the 2020/21 budget.

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Works Group Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr PS Moses

That Council authorises a full rebuild of the 140H grader (Serial CCA02711) by Westrac Geraldton (Estimate No. 210108) under the WALGA Preferred Supplier Program at an estimated cost of \$362,022.

Further, that Council considers this rebuild to be a unique supply with only one supplier existing and that only one estimate/quote is required. As the purchase is being conducted under the WALGA Preferred Supplier Program no tender process is required and the CEO is requested to issue a purchase order for the work as soon as possible.

CARRIED 5/0

Roy McClymont

From: Leigh Honeychurch <Leigh.Honeychurch@westrac.com.au>
Sent: Tuesday, 12 January 2021 12:34 PM
To: Roy McClymont; Meeka WSM
Cc: geraldton.wshop; Greg Pike
Subject: Meekatharra 140H
Attachments: 210108A 3M79782 Shire of Meekatharra 140H Mid-life Rebuild VER2 .pdf; terms-and-conditions-for-the-sale-of-goods-and-services-by-WesTrac.pdf

Afternoon Roy,

Greg has been in to advise that our estimate is right on your budget with no more room to move so in light of this we have revised the estimate to reflect what we are trying to achieve – to get the machine mechanically reliable / receive warranty from Cat & stay within budget.

Please see attached revision with what we have considered the greatest value to the Shire.

RED = this is what we need to complete to qualify for Cat warranty & other items we recommend

YELLOW = this is what you could remove if you wish, we will be disturbing these parts in the process of rebuild and would be the opportune time to replace but not critical.

GREEN = this is what we see as not necessary and we have modified the pricing to reflect this. (There are notes on the segments in black.)

When we rebuild components we measure them against "Caterpillar re-use and salvage guidelines" if they are deemed re-usable you will not be charged the new part it will simply be put back in. (ie camshaft, crankshaft ect)

All parts estimated are pre-disassembly & the pricing can go either way. The labour will stay the same as the components will already be stripped.

If there is any questions please call to discuss.

Regards,

Leigh Honeychurch | WesTrac Pty Ltd | Workshop Mechanic | Service Department Geraldton
t: (08) 99 23 62 00 | A/H 0417 998 797 | i: www.westrac.com.au

WesTrac



ACN 009 342 572

Please see our general terms and conditions for our supply and procurement at
http://www.westrac.com.au/Company_Profile/Pages/Procurement.aspx

Roy McClymont

From: Leigh Honeychurch <Leigh.Honeychurch@westrac.com.au>
Sent: Friday, 15 January 2021 11:53 AM
To: Roy McClymont
Cc: geraldton.wshop; Greg Pike
Subject: RE: Meekatharra 140H

Hey Roy,

Yep that is correct 5 year 8,000hr on all rebuilt components or part that is deemed reusable at time of rebuild according to the caterpillar reuse guideline

Any other questions please don't hesitate to call

Thanks,

Leigh Honeychurch | WestTrac Pty Ltd | Workshop Mechanic | Service Department Geraldton
t: (08) 99 23 62 00 | A/H 0417 998 797 | f: www.westrac.com.au



ACN 009 342 572

Please see our general terms and conditions for our supply and procurement at
http://www.westrac.com.au/Company_Profile/Pages/Procurement.aspx

From: Roy McClymont <executive@meekashire.wa.gov.au>
Sent: Friday, 15 January 2021 11:19 AM
To: Greg Pike <Greg.Pike@westrac.com.au>; Leigh Honeychurch <Leigh.Honeychurch@westrac.com.au>
Cc: geraldton.wshop <geraldton.wshop@westrac.com.au>
Subject: RE: Meekatharra 140H

Hi Greg

Thanks very much for that.

So to clarify; the warranty is for 5 years or 8,000 hrs on all powertrain and hydraulic items that are rebuilt ?

Cheers

Roy

Roy McClymont

Chief Executive Officer

T: (08) 9980 0600 | 75 Main Street, Meekatharra WA 6642

M: 0417 989 076 | PO Box 129, Meekatharra WA 6642

W: www.meekashire.wa.gov.au



From: Greg Pike <Greg.Pike@westrac.com.au>
Sent: Friday, 15 January 2021 11:13 AM
To: Roy McClymont <executive@meekashire.wa.gov.au>; Leigh Honeychurch

Roy McClymont

From: Greg Pike <Greg.Pike@westrac.com.au>
Sent: Friday, 15 January 2021 2:55 PM
To: Roy McClymont; Leigh Honeychurch
Cc: geraldton.wshop
Subject: RE: Meekatharra 140H

Good afternoon Roy

Just had a meeting with the State Ops manager just to get his take on the zero hour meter.


Basically, we need to document current hours, so we will do that by installing a plaque in the cab with "Certified Caterpillar Rebuild, carried out at 12598 hrs on 30-1-21" (or whatever date we complete it)

Then if the main computer allows us to Zero hours we will, we all think it can.

Hope that answers your question.

Cheers

Greg Pike | WesTrac Pty Ltd | Sales and Customer Support Manager | Construction Geraldton
T: (08) 99236200 | M: 0427 190 007 | I: www.westrac.com.au

WesTrac 

THE FIRST CHOICE IN EQUIPMENT SOLUTIONS

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EXPLORE RANGE

From: Roy McClymont <executive@meekashire.wa.gov.au>
Sent: Friday, 15 January 2021 12:00 PM
To: Leigh Honeychurch <Leigh.Honeychurch@westrac.com.au>
Cc: geraldton.wshop <geraldton.wshop@westrac.com.au>; Greg Pike <Greg.Pike@westrac.com.au>
Subject: RE: Meekatharra 140H

Thanks very much guys.

Roy McClymont

Chief Executive Officer

T: (08) 9980 0600 | 75 Main Street, Meekatharra WA 6642

M: 0417 989 076 | PO Box 129, Meekatharra WA 6642

W: www.meekashire.wa.gov.au



Repair Estimate



Customer Details		Machine Details		Job Details		Estimate Details	
Account Name	Shire of Mearnsburn	Model	140H	Repair Location	WesTrac Geelong	Estimate Date	8/05/201
Account No	788710	Serial No	CC402711	Repair Start Date	n/a	Estimate No.	2101001
Contact Name	Roy McClymont	SMU	12,598 Hours	Repair Start Time	n/a	Estimate Expiry Date	6/02/2021
Contact Ph	99 800 600	Unit No	1EAF-073	Required Completion Date	n/a		
E-mail address	roy.mcclymont@shirer.wa.gov.au	Registration No	N/A	Required Completion Time	n/a		
Site Contact Ph	99 800 600			Work Order No	3M79732		

Seq.	Store & CC	Job Code	Comp Code	Description	Estimated Labour \$	Estimated Parts \$	Estimated External Service Purchase \$	Flat Rate All \$
M0H - CC402711 Mid-Life Rebuild								
IN	0354	INSPECT (40)	MACHINE (7000)	Carry out TA2 Arrival Inspection - supply customer with Report / Faults, Recommended Scope of Repairs & Estimated Costs.	\$ 2,295			
WI	0354	WASH (74)	MACHINE (7000)	Remove Guards, Remove Fuel Tanks, Pressure Wash before positioning machine in whshop.	\$ 1,960			
LI	0354	LIFT & BLOCK (508)	MACHINE (7000)	Lift & Block Machine, position on stands in whshop.	\$ 1,240			
DF	0354	DRAIN (543)	FLUID (7879)	Drain all Fluids	\$ 930			
01	0354	REMOVE & INSTALL (10)	ENGINE (1000)	Remove & Install Engine.	\$ 3,720	\$ 3,296	\$ 100	
02	0354	RECONDITION (20)	ENGINE (1000)	Recondition Engine.	\$ 11,625	\$ 40,303	\$ 200	
03	0354	REPLACE (510)	DRIVE SHAFT SUPPORT (3367)	Replace Engine / Transmission Drive Coupling	\$ 310	\$ 3,523		
04	0354	REMOVE & INSTALL (10)	TRANSMISSION (3030)	Remove & Install Transmission.	\$ 4,650	\$ 866	\$ 30	
05	0354	RECONDITION (20)	TRANSMISSION (3030)	Recondition Transmission.	\$ 9,300	\$ 17,812	\$ 850	
06	0354	PERFORM MAINTENANCE ON (41)	RADIATOR (1353)	Remove, Service, Install Cooling Package.	\$ 2,790	\$ 2,480	\$ 1,550	
07	0354	RECONDITION (20)	SERVICE BRAKE (4251)	Remove / Recondition / Install all 4 Service Brake Groups	\$ 9,300	\$ 10,070	\$ 700	
08	0354	REPLACE GASKET/RESEAL (14)	TANDEM DRIVE HOUSING (4064)	Reseal Tandem Housing s - Replace Drive Chains (Note - No Allowance to replace drive sprockets - additional if required)	\$ 1,340	\$ 3,068	\$ 30	
09	0354	RECONDITION (20)	FINAL DRIVE (4050)	Remove / Recondition / Install both Final Drive & Oscillating Hubs.	\$ 5,425	\$ 4,520	\$ 40	
10	0354	RECONDITION (20)	DIFFERENTIAL (3258)	Remove / Recondition / Install Differential.	\$ 4,650	\$ 3,310	\$ 50	
11	0354	REPLACE (510)	TRANSMISSION CONTROL (3065)	Replace Transmission ECM with Reman	\$ 155	\$ 3,890		
12	0354	REPLACE (510)	HYDRAULIC FAN PUMP (1387)	Replace Fan Pump with Reman	\$ 1,085	\$ 1,860	\$ 20	
13	0354	REPLACE (510)	HYDRAULIC FAN MOTOR (1306)	Replace Fan Motor	\$ 620	\$ 967		
14	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Engine Hoses & Lines.	\$ 775	\$ 965		
15	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Power Train Hoses	\$ 930	\$ 796		
16	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Hydraulic Fan Hoses	\$ 930	\$ 963		
17	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Brake System Hoses	\$ 1,560	\$ 1,462		
18	0354	REPLACE (510)	SERVICE BRAKE CONTROL VALVE (4265)	Replace Service & Park Brake Control Valves.	\$ 775	\$ 762		
19	0354	REPLACE (510)	STEERING PUMP (4306)	Replace Steering Pump with Reman.	\$ 1,085	\$ 4,620		
20	0354	RECONDITION (20)	IMPLEMENT CONTROLS (9009)	Remove / Recondition / Install both RHS & LHS Implement Control Valves.	\$ 5,425	\$ 3,540		
21	0354	RECONDITION (20)	COMBINE CONTROLS (9809)	Recondition Hydraulic Combination Valve.	\$ 775	\$ 1,045		
22	0354	REBEARING & RESEAL (28)	RIPPER LIFT CYLINDER (5352)	Remove, Reseal, Install Ripper Lift Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,560	\$ 1,910	\$ 350	
23	0354	REBEARING & RESEAL (28)	ARTICULATION CYLINDER (5265)	Remove, Reseal, Install both Articulation Cylinders (note - No Allowance for replacement of Rods - additional if required).	\$ 2,790	\$ 1,910	\$ 560	
24	0354	REBEARING & RESEAL (28)	BLADE (6000)	Remove, Reseal, Install both Blade Lift Cylinders (note - No Allowance for replacement of Rods - additional if required).	\$ 2,790	\$ 1,035		
25	0354	REBEARING & RESEAL (28)	CENTERSHIFT CYLINDER (5223)	Remove, Reseal, Install Center Shift Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,560	\$ 515		
26	0354	REBEARING & RESEAL (28)	TIP CYLINDER (5106)	Remove, Reseal, Install Blade Tip Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,340	\$ 370		
27	0354	REBEARING & RESEAL (28)	BLADE SIDESHIFT CYLINDER (5229)	Remove, Reseal, Install Blade Side Shift Cylinder -- Inclusive of 10R-0129 reman rod - chrome found to be damaged during arrival inspection.	\$ 1,560	\$ 1,920		
28	0354	REBEARING & RESEAL (28)	STEERING CYLINDER (4303)	Remove, Reseal, Install Steering Cylinders (note - No Allowance for replacement of Rod - additional if required).	\$ 2,790	\$ 1,025		
29	0354	REBEARING & RESEAL (28)	WHEEL LEAN CYLINDER (5211)	Remove, Reseal, Install Wheel Lean Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,340	\$ 480		
32	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Steering System Hoses & Lines.	\$ 2,480	\$ 2,070		
33	0354	REPLACE (510)	STEERING & BRAKING SYSTEM (4005)	Replace Steering Accumulator.	\$ 155	\$ 405		
34	0354	REPLACE (510)	STEERING SYSTEM (4300)	Replace Steering HMU	\$ 620	\$ 1,170		
35	0354	REPLACE (510)	HYDRAULIC HOSES/LINES (5057)	Replace Hydraulic Hoses & Lines -- LHS	\$ 2,790	\$ 2,720		
36	0354	REPLACE (510)	HYDRAULIC HOSES/LINES (5057)	Replace Hydraulic Hoses & Lines -- RHS	\$ 2,790	\$ 2,235		
37	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Ripper Hoses & Lines	\$ 930	\$ 705		
38	0354	REPLACE (510)	HOSES & LINES (7554)	Replace Hydraulic Pump Hoses & Lines.	\$ 775	\$ 1,030		
39	0354	REPLACE (510)	CIRCLE DRIVE MOTOR (5204)	Replace Circle Drive Motor	\$ 155	\$ 1,540		
40	0354	REBEARING & RESEAL (28)	CIRCLE DRIVE (5207)	Remove / Replace Bearings, Seals / Install Circle Drive	\$ 465	\$ 465		
41	0354	PERFORM MAINTENANCE ON (41)	MACHINE (7000)	Replace Film (Decal) Group	\$ 620	\$ 1,750	\$ 650	
42	0354	PAINT (72)	MACHINE (7000)	Sandblast & Paint Machine	\$ 930	\$ 1,307	\$ 17,000	
43	0354	REPAIR (20)	ELECTRIC SYSTEM (1400)	Replace Harness / Cables (Engine Bay & Lights only) No Cab Harness - additional if required	\$ 5,425	\$ 8,314		
44	0354	REPLACE (510)	BATTERY (1401)	Replace Batteries	\$ 155	\$ 528		
45	0354	REPLACE (510)	FLOORPLATE (7268)	Replace Floor Mat	\$ 203	\$ 579		
46	0354	REPLACE (510)	OPERATOR STATION (7300)	Replace Operator Seat	\$ 310	\$ 3,990		
47	0354	PERFORM MAINTENANCE ON (41)	HYDRAULIC TANK (5098)	Remove, Clean Hydraulic Tank	\$ 1,340	\$ 420		
90	0354	TEST AFTER REPAIR (30)	MACHINE (7000)	Test Machine on Completion of Repairs (In disk of TA2 Test)	\$ 4,960			
Additional Scope								
88	0354	INSTALL (12)	FLUID (7879)	Install all fluids	\$ 930	\$ 4,650		
89	0354	CLEAN (70)	FLUID (7879)	Particle Count fluids, Kidney Loop as required to meet Caterpillar SO Roll off Spec's	\$ 1,560	\$ 250	\$ 280	
31	0354	REMOVE & INSTALL (10)	CAB (7301)	Remove & Install Cab (scope included to give better access for replacement of hoses, work harness, control valves & pumps	\$ 3,720	\$ 1,960		
48	0354	PERFORM MAINTENANCE ON (41)	CIRCLE DRIVE (5207)	Rebearing / Reseal Circle Drive Gp	\$ 2,480	\$ 5,450		
49	0354	PERFORM MAINTENANCE ON (41)	AIR CONDITIONER (7320)	Repair Air Conditioner System	\$ 3,410	\$ 5,200		
90	0354	REBEARING & RESEAL (28)	HITCH (7100)	Rebearing / Reseal Center Hitch	\$ 4,650	\$ 4,250	\$ 3,550	
51	0354	REPAIR (20)	BLADE (6000)	Repair Blade Supports & adjust Blade (replace Slides)	\$ 3,900	\$ 1,850	TBA	
52	0354	PERFORM MAINTENANCE ON (41)	CAB (7301)	Repairs to cab, Repair Window Wipers & Washers, Replace faulty instrument panel on dash & roof insulation.	\$ 930	\$ 3,720	TBA	
53	0354	REPAIR (20)	WARNING HORN (7402)	Replace faulty Horn	\$ 155	\$ 260		
54	0354	REPLACE (510)	GROUND ENGAGING TOOLS (GET) (6000)	Replace G.E.T on Blade & Ripper - No allowance additional if required.	\$ -	\$ -	\$ -	
56	0354	ADJUST (25)	CIRCLE DRAWBAR BALL SOCKET (6175)	Repair / Adjust Circle wear strips & A-Frame Ball Group	\$ 4,340	\$ 4,250	\$ 1,550	
57	0354	REBEARING & RESEAL (28)	CYLINDER MOUNT/CROSSB LBE (6068)	Rebearing / Seal Both Blade Lift Cylinder Trunnion Mountings	\$ 2,170	\$ 3,620	TBA	
98	0354	PERFORM MAINTENANCE ON (41)	AXLE ARRANGEMENT (3033)	Repair Front Axle Assembly / Replace Tie-Rods - / Adjust Wheel Alignment after assembly.	\$ 2,170	\$ 1,350	TBA	
94	0354	INSTALL (12)	GUARD (7180)	Install Guards on completion of repairs	\$ 1,340	\$ 250		
<p>Note - Estimated Parts pricing is assuming full core refunds for reman core returns.</p> <p>After disassembly & inspection customer to be advised on any additional faults, recommended repairs & additional costs before proceeding. Estimated parts pricing is assuming full core refund for reman core returns.</p>								

WesTrac Contact Details	
Estimate Originator	Leigh Honeychurch
Phone No	99 236 227
Fax No	n/a
Email Address	geelong@wes.com.au
Approved by:	

OTHER ITEMS \$	
Other	
Mobilisation	
Freight	Additional
Accommodation	
Sundry	
PEX Service Fee	

Estimate Summary	
Estimate	\$144,838
Estimate	\$185,379
ESPs	\$27,480
Flat Rate	\$0
Invoice	\$4,345
Other	\$0
TOTAL (GST Exclusive)	\$362,022

TERMS AND CONDITIONS OF SALE: [TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES BY WESTRAC](#)

CUSTOMERS PURCHASE ORDER No: _____

CUSTOMER/REPRESENTATIVE SIGNATURE: _____ DATE: _____



TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES BY WESTRAC (EXCLUDING RENTALS) (v17)

1 GENERAL

- 1.1 All new and used vehicles, machinery, plant and equipment (excluding rentals), materials, consumables, software, hardware, components and parts (including remanufactured and rebuilt parts) (Goods) and all labour or services in connection with such Goods (Services) sold or supplied to you (the Customer) by WesTrac Pty Ltd ACN 009 342 572 or its related entities (WesTrac) is or are supplied on these terms and conditions (Terms).
- 2 THE CONTRACT
- 2.1 Until WesTrac has accepted an Order in accordance with clause 2.3 of these Terms
- (a) any quotation, estimate or price prepared or represented by WesTrac (Quote) is:
- (i) indicative only;
- (ii) not an offer to contract; and
- (iii) only valid for 14 days;
- (b) no Order by the Customer to WesTrac following a Quote will by itself or in association with a Quote bind WesTrac; and
- (c) all Quotes prepared by WesTrac may be withdrawn or varied by WesTrac prior to acceptance.
- 2.2 If the Customer:
- (a) requests or orders Goods or Services from WesTrac; and
- (b) that order is consistent with a Quote,
- (an Order) the Customer offers to contract with WesTrac on the basis of the Order and the Quote.
- 2.3 WesTrac accepts and is deemed to have accepted an Order made by the Customer under clause 2.2 of these Terms:
- (a) to the extent it is for materials, consumables, hardware, software, components or parts (including remanufactured and rebuilt parts) or Services on the earlier of:
- (i) when those Goods are delivered to the Customer or the Services are completed by WesTrac as the case may be;
- (ii) when notification of acceptance is provided by WesTrac to the Customer; and
- (iii) 3 days after WesTrac receives an Order and does not dispute it or any part of it;
- (b) to the extent it is for new and used vehicles, machinery, plant and equipment (excluding rentals) on the earlier of:
- (i) when notification of acceptance is provided by WesTrac to the Customer; and
- (ii) 7 days after WesTrac receives an Order and does not dispute it or any part of it.
- 2.4 Upon acceptance by WesTrac under clause 2.3, a binding contract comes into existence between WesTrac and the Customer incorporating the following documents (together the Contract):
- (a) any Quote, invoice or other document of WesTrac whether attaching these Terms or not;
- (b) any notice of acceptance provided by WesTrac in accordance with clause 2.3(a)(i) or 2.3(b);
- (c) these Terms;
- (d) any document attached or annexed to these Terms by WesTrac; and
- (e) the Order placed by the Customer including any attached or associated terms and conditions.
- 2.5 In the event of any inconsistency, ambiguity or discrepancy, the order of precedence set out above applies with the first listed document taking the highest priority and so on.
- 2.6 If, after applying the order of precedence, there still remains an inconsistency, ambiguity or discrepancy, either party may give the other party written notice.
- 2.7 If notice is given under clause 2.6, WesTrac shall (acting reasonably) direct the Customer as to the proper interpretation and determine (acting reasonably) liability for any additional costs.
- 2.8 The terms of Schedule 5 of the Motor Vehicle Dealers (Sales) Regulations 1974 (WA) are expressly incorporated into these Terms for the sale of on-highway trucks in Western Australia.
- 3 CREDIT
- 3.1 Upon completion by the Customer of an Application for Commercial Credit (Credit Application), a copy of which is available at www.westrac.com.au, a credit facility may, in the sole and absolute discretion of WesTrac, be made available to the Customer.
- 3.2 The Customer is not entitled to any credit or use of other funds from WesTrac until WesTrac accepts a Credit Application by formal written notice to the Customer from a properly authorised credit officer stating that a credit facility has been made available and the limit.
- 3.3 WesTrac may, acting in its sole and absolute discretion, and without being obliged to do so
- (a) specify the maximum amount that may be charged to the credit facility within a specified time (Credit Limit); and
- (b) regularly assess the Credit Limit and adjust it accordingly by increasing or decreasing it, or changing these terms.
- 3.4 The Customer must not charge to the credit facility amounts that exceed the Credit Limit. To the extent that it does, WesTrac is entitled to immediate repayment of any and all amounts charged to the credit facility in excess of the Credit Limit.
- 3.5 If the personal guarantee on the Credit Application is selected, in consideration of WesTrac supplying the Goods or Services and a credit facility to the Customer, the guarantors jointly and severally guarantee payment to WesTrac of all money due and payable by the Customer to WesTrac on any existing or future account or in any manner whatsoever.
- 4 THE PRICE AND PAYMENT TERMS
- 4.1 The rates or prices payable for the Goods and Services, including any deposits, slot fees or advance payments, are as specified in the Contract (the Price).
- 4.2 The Price excludes freight, consumables (including grease, oil, coolant, water, diesel), taxes and duties (including import and customs duties) and any other necessary or incidental items, work or services unless expressly stated in the Contract.
- 4.3 Any costs for third party goods or services incurred by WesTrac (including freight and handling) must be reimbursed by the Customer with a margin (profit and overhead) of 30% on costs to WesTrac unless otherwise expressly stated in the Contract.
- 4.4 (Payment of deposits, advance payments and slot fees) Any applicable deposits, slot fees or other advance payments must be paid and received by WesTrac in full, cleared and available funds as a condition precedent to any liability or obligation of WesTrac arising under this Contract.
- 4.5 (Payment on credit excluding for machines) For Goods and Services, other than for new or used machines, and to the extent that the Customer has a WesTrac approved credit facility with immediately available and sufficient funds to pay the full Price:
- (a) WesTrac may issue an invoice or claim for payment on the last day of each month on account of Goods or Services supplied, or undertaken to be supplied, up to and including the date of that invoice;
- (b) if the Customer disputes the whole or any part of the invoice issued under clause 4.5(a) or claim, the Customer must, within 14 days of the invoice date or claim, give WesTrac notice in writing with reasons why it disputes the amount claimed and provide adequate reasons; and
- (c) within 28 days after the date of an invoice or claim under clause 4.5(a), except to the extent validly disputed under clause 4.5(b), the Customer must pay, and WesTrac must receive, in full, cleared funds and without any deduction or set off, the amount invoiced or claimed.
- 4.6 Any invoice or claim issued by WesTrac before or after the last day of each month is taken to be issued on the last day of the month in which it is issued, and for the above payment process to apply accordingly.

- 4.7 (Payment not on credit and for all machines) For the supply of new or used machines, and if the Customer orders Goods and Services but does not have a WesTrac approved credit facility with immediately available and sufficient funds to pay the full Price, the Customer must pay the price upfront and in full, cleared and available funds before any collection or delivery of Goods or the carrying out of any Services (including travel) will take place.
- 4.8 Time is of the essence in relation to payment for Goods and Services and if the Customer fails to pay WesTrac any amount when due, WesTrac is, without limitation, entitled to payment of interest at the rate of 10% per annum above the Reserve Bank of Australia target cash rate in simple interest calculated daily from the time the amount falls due to the extent and for the duration that it remains unpaid.
- 4.9 WesTrac may set off, or otherwise account for, amounts paid by the Customer against any other amounts owed by the Customer to WesTrac or claimed to be so owed whether arising under or in connection with this Contract or otherwise.
- 4.10 (payment in foreign currency) To the extent that payment relates to imported base machines (but not in-stock or local items) or incidental items (including freight, handling, taxes), payment is payable at the option of the Customer:
- (a) in the currency invoiced by the third party supplier to WesTrac which may be a foreign currency; or
- (b) in \$AUD as exchanged at the closing RBA rate on the day of arrival of the machine at WesTrac which must be elected by the Customer and notified by the Customer to WesTrac within any Order, and if no such election is made or notice given, option (a) above applies.
- 4.11 To the extent that the payment for imported base machines (not in-stock or local items) under clause 4.10 relates to deposits, slot fees or advance payments then:
- (a) if payment is to be made in \$AUD under clause 4.10(b), any deposits, slot fees and any other advance payments will be exchanged on payment and reconciled on the day of arrival of the relevant machine at WesTrac as if payment was made, and exchanged at the closing RBA rate on that day; or
- (b) if payment is to be made in the foreign currency of the third party supplier under clause 4.10(a), payment of any deposits, slot fees or advance payments will also be in the currency of the supplier.
- 5 TIME FOR PERFORMANCE
- 5.1 WesTrac will carry out its supply under this Contract during usual business hours for the branch from which the supply is to be carried out unless otherwise agreed.
- 5.2 The Customer must ensure that WesTrac has access to its site, the relevant work area and equipment as is safe and reasonably necessary for WesTrac to supply the Goods and Services.
- 5.3 WesTrac will deliver the Goods to the delivery place specified in the Contract, or if no place for the delivery of the Goods is specified:
- (a) WesTrac will notify the Customer promptly when the Goods are ready for collection at WesTrac; and
- (b) the Customer must promptly (and within 48 hours) collect its Goods from the WesTrac premises specified in the Contract.
- 5.4 If no place for the carrying out of Services is specified in the Contract, they will be carried out at a suitable and convenient location as determined by WesTrac acting reasonably.
- 5.5 If a date or dates for delivery of the Goods or completion of the Services is specified in the Contract, WesTrac will deliver or complete as the case may be by those dates.
- 5.6 If no date or dates for delivery or completion are specified in the Contract, WesTrac will deliver the Goods and complete the Services with due diligence, expedition and without delay.
- 6 ACCEPTANCE AND COMPLETION
- 6.1 The delivery of any Goods is deemed to have occurred and be carried out in accordance with these Terms:
- (a) if the Goods are to be collected by the Customer or its carrier from WesTrac, when loading of the Goods commences by the Customer or its carrier; and
- (b) if the Goods are to be delivered by WesTrac or its carrier to the Customer, when the Goods are unloaded at the delivery place.
- 6.2 WesTrac will notify the Customer, orally or in writing, promptly when it considers (acting reasonably) that the Services have been completed.
- 6.3 The Customer must:
- (a) promptly inspect the Goods on delivery in accordance with clause 6.1 and any Services following the notice given under clause 6.2; and
- (b) notify WesTrac of any non-compliance with the Contract in writing within fourteen (14) days of delivery or from the notice of completion as applicable.
- 6.4 Unless WesTrac receives a notice under clause 6.3(b) within the time required by that clause, the Customer is deemed, to the extent relevant, to have:
- (a) accepted that the Goods comply with, and have been delivered in accordance with, the Contract; and
- (b) certified that the Services are complete, and that they have been completed in accordance with, the Contract,
- and that WesTrac may claim and invoice for, and is entitled to payment of, the Price for those Goods and Services.
- 6.5 If WesTrac receives a written notice from the Customer under clause 6.3(b) within the time required by that clause:
- (a) for Goods that are not new or remanufactured parts and Services:
- (i) WesTrac must promptly rectify the Goods and Services so that they comply with the Contract;
- (ii) notify the Customer again under clause 6.1 when they are rectified or re-delivered as applicable; and
- (iii) following that notification, follow the process under this clause 6.4 again;
- (b) for Goods that are new or remanufactured parts, the Customer may:
- (i) reject and return them (at Customer's cost) to the WesTrac branch set out in the Contract; or
- (ii) accept them and notify WesTrac of a dispute under clause 20.1 of the Contract.
- 6.6 For Goods that are new or remanufactured parts to receive a credit for their return under clause 6.5(b) above, the relevant part:
- (a) must be in a good saleable condition (except to the extent damaged by WesTrac) and in its original packaging, without an expired shelf life (if applicable) and with the original invoice; and
- (b) must not be custom made parts, CPRO, FDO, backorders, unstocked parts, used parts, unsealed filters, gaskets, batteries, ball or roller bearings, cups, cones, belts, seals, hoses, opened kits or parts.
- 6.7 If the conditions in clauses 6.6(a) and 6.6(b) above are satisfied, the Customer will be entitled to receive the following credit for the parts purchased:
- (a) if the part is returned within twenty-eight (28) days of delivery, the Customer is entitled to receive a credit for the full Price of the parts;
- (b) if returned after twenty-eight (28) days but on or before forty-two (42) days after delivery, a credit for the full Price less a restocking fee of \$55 or 15% of the Price whichever is the greater; and
- (c) if the part is returned after forty-two (42) days of delivery, WesTrac will determine a reasonable credit and the terms applicable and as a minimum apply the restocking fee under clause 6.7(b).
- 7 LIMITED WARRANTY
- 7.1 WesTrac warrants and the Customer agrees that:
- (a) in relation to Services, that for a 12 month period following the date of completion of any of those Services, that those Services were carried out and completed with due skill and care, in a proper and workmanlike manner and in accordance with all relevant law;
- (b) in relation to Goods supplied by WesTrac to which a manufacturer's warranty applies, that the benefits and

- obligations of the manufacturer's warranty apply in all respects and is the sole and exclusive warranty for those Goods;
- (c) in relation to new Goods supplied by WesTrac to which a manufacturer's warranty does not apply, that for a 12 month period (unless otherwise specified) following the date of delivery, those Goods will be free from defects in materials and workmanship, and to the extent designed by WesTrac, be fit for the purpose specified in the Contract; and
- (d) in relation to used or second-hand Goods supplied by WesTrac, except to the extent that a manufacturer's warranty applies (such as for remanufactured components and to which the warranty under clause 7.1(b) applies):
- (i) all used or second-hand Goods are sold on an "as is where is" basis with all existing or future inadequacies, faults or defects, if any, whether known or unknown;
- (ii) WesTrac does not warrant used or second-hand goods to any extent or that they are fit for any purpose or free from any defects;
- (iii) WesTrac does not warrant the accuracy of machine meter readings, SMU hours or the service and repair history; and
- (iv) to the extent permitted by law, the Customer releases WesTrac from all liability arising or in connection with any defects, faults or inadequacies in such Goods.
- 7.2 In relation to any used or second-hand Goods supplied by the Customer to WesTrac by way of trade-ins or otherwise, the Customer warrants that those Goods are owned by it outright and free from all encumbrances, defects and are fit for purpose.
- 7.3 Subject to the inclusions and exclusions as provided by the manufacturer's warranty, any warranty under this Contract excludes liability for costs in connection with:
- (a) labour (including overtime labour) other than is reasonable or customary to rectify the defect;
- (b) the removal or re-installation of parts and components, unless WesTrac carried out the original installation, and does the removal and installation of the replacements; and
- (c) standby, freight, transportation, travel, travel time, packaging and handling, demobilisation and re-mobilisation, commissioning and testing.
- 8 WARRANTY CLAIM PROCEDURE
- 8.1 The Customer must notify WesTrac of any event or circumstance which may give rise to a warranty claim by the earlier of:
- (a) the time expressly required by the manufacturer's warranty for the notification of claims, if any such time applies; or
- (b) if no such time applies, within 90 days of the event or circumstance occurring that gave rise to the warranty claim.
- 8.2 If the Customer fails to notify in accordance with clause 8.1, WesTrac may, in its sole discretion, rectify the defect but otherwise has no liability to do so.
- 8.3 The Customer must send a warranty claim to:
- WesTrac Pty Ltd
128-136 Great Eastern Highway, South Guildford, WA
Telephone: 08 9377 9444 (or local branch)
Fax: 08 9377 1791
Email: warranty@westrac.com.au
- 8.4 The Customer warrants that any claim made by it on warranty is valid and one to which the warranty responds.
- 8.5 To the extent that the Customer makes an invalid warranty claim, it must reimburse WesTrac for that work at list rates and prices.
- 9 DELAY AND DISRUPTION
- 9.1 To the extent that WesTrac is, or is likely to be, delayed or disrupted in the supply of any Goods or Services, and that is due to:
- (a) any fact, event, matter or circumstance beyond WesTrac's reasonable control; or
- (b) any breach, act or omission of the Customer, its agents or contractors,
- WesTrac is entitled to a reasonable extension of time to supply those Goods or Services.
- 9.2 To the extent that WesTrac is delayed or disrupted under clause 9.1(b), the Customer must pay WesTrac its reasonable additional costs caused by the delay or disruption including (without limitation) holding (capital) costs on Goods ordered for the Customer to the extent that they remain unpaid at 0.041% per day accruing daily.
- 9.3 If a delay or delays under clause 9.1(b) exceed a single or aggregated period of 90 days, WesTrac may terminate the relevant Order or part thereof for convenience in its sole discretion by written notice to the Customer, in which case, WesTrac will be entitled to compensation in accordance with clause 16.2 as if the Customer had cancelled or terminated for convenience.
- 10 VARIATIONS AND EXTRAS
- 10.1 Prior to delivery or completion (as applicable), the Customer may request to add, delete, omit, or change the nature, quality, location or quantity of any Goods or Services (Variation).
- 10.2 To the extent that WesTrac can reasonably comply with the Variation, WesTrac will endeavour to do so and if it does, will be entitled to payment as follows:
- (a) an amount as agreed between the parties;
- (b) failing agreement, an amount calculated according to the Contract rates and prices to the extent reasonably applicable; or
- (c) to the extent that rates and prices in the Contract do not reasonably apply:
- (i) for additions, or changes in nature, quality or location, an amount based on reasonable rates or prices (including profit and overhead of 30% on costs); and
- (ii) for deletions or omissions, deducting reasonable rates or prices from the Price including profit but retaining an allowance for overhead of 5% on the original costs.
- 10.3 WesTrac may at any time and from time to time request a Variation, and the Customer will reasonably and in good faith, determine whether such a Variation should apply and agree to it accordingly.
- 10.4 Unless otherwise expressly stated in the Contract, WesTrac is entitled to increase or decrease the rates or prices under the Contract as a Variation in the following circumstances:
- (a) for Services, by applying rise and fall calculated on 1 January and 1 July of each year proportional to the change in the relevant WesTrac employees' salary increase;
- (b) for new machines, in accordance with any Caterpillar Inc (USA) price changes which may occur from time to time after the date of the Quote;
- (c) for parts and components:
- (i) in accordance with the Caterpillar Inc (USA) parts price index as revised on 1 January and 1 July of each year; and
- (ii) in accordance with any other Caterpillar Inc (USA) price changes which may occur from time to time after the date of the Quote but prior to delivery; and
- (d) to the extent WesTrac incurs additional costs due to a change in law that was not reasonably anticipated by WesTrac as at the date of Contract; and
- (e) to the extent that any ground conditions on or around the site or relevant work area could not reasonably have been anticipated by WesTrac as at the date of Contract.
- 11 CORE RETURNS
- 11.1 If the Customer wishes to return a used component (Core), including a Core that was rebuilt by WesTrac (Parts Exchange) or Caterpillar (Cat Reman) and exchange it for a new or rebuilt component:
- (a) the Core being returned by the Customer must have the same configuration and consist as the new or rebuilt component that was supplied to the Customer;

- (b) WesTrac must receive the Core being returned within 30 days of delivery of the corresponding new or rebuilt component that was supplied;
- (c) a Parts Exchange Core returned by the Customer must be in good and clean condition and comply with WesTrac's Core return conditions;
- (d) a Cat Reman Core returned by the Customer must be in good and clean condition and comply with the Caterpillar Core return conditions; and
- (e) upon stripping down the Core, the Core returned by the Customer must be in a condition that is, in WesTrac's sole discretion, suitable for a standard rebuild.
- 11.2 If the Customer complies with clause 11.1, WesTrac will grant the Customer a credit for its deposit paid for the returned Core in accordance with its parts exchange and rebuild price lists.
- 11.3 If the Customer fails to comply with any of the conditions required by clause 11.1:
- (a) WesTrac is entitled to payment of the full list price for the new or rebuilt component supplied to the Customer; and
- (b) any credit to be applied for the value of the returned Core will be determined by WesTrac acting reasonably.
- 12 RISK AND TITLE**
- 12.1 Risk in connection with any Goods sold or supplied to the Customer passes upon delivery occurring in accordance with clause 6.1 of these Terms, but passes back in the event of any returned Goods.
- 12.2 Legal and equitable title, property and ownership in any Goods sold or supplied by WesTrac under this Contract only passes on receipt of payment by WesTrac of the Price in full, cleared funds and without any deduction or set off.
- 12.3 Prior to title passing, WesTrac may register a Security Interest under the Personal Property Securities Act 2009 (Cth) (PPSA) in relation to the Goods and any proceeds arising in respect of any dealing in the Goods, if the Quote expressly permits the Customer to on-sell any Goods prior to title passing, the Customer may do so in the ordinary course of its business provided that the Customer pays the proceeds into a separate bank account and holds them as trustee for WesTrac.
- 12.4 After title passes, the Customer may register a Security Interest in relation to the Goods and any proceeds arising in respect of any dealing in the Goods, and WesTrac must promptly remove any existing registrations made under clause 12.3 of these Terms.
- 12.6 To the extent permitted by law, each party waives its rights or entitlements to any verification statements or other notices or communications that may be necessary, required or desirable under the PPSA.
- 12.7 WesTrac shall have a lien over any of the Customer's other goods under WesTrac's control for all amounts claimed due and payable to WesTrac until payment is received in full, cleared funds without deduction or set-off.
- 12.8 Neither party may register, sell, dispose of or otherwise deal in any security interest in the Goods or proceeds from any dealing in the Goods other than as permitted by this clause.
- 13 INDEMNITY AND INSURANCE**
- 13.1 Subject to clause 17.5, each party indemnifies the other, its employees and agents against losses for physical destruction of or damage to property, death, injury, illness or disease, and to the extent that a credit facility applies, any act or omission or breach by the Customer of these Terms, arising out of or in connection with the carrying out its obligations under this Contract, save to the extent caused or contributed to by the other party.
- 13.2 WesTrac will effect and maintain, in relation to Services, for the duration of carrying out the Services, and for Goods, while risk in the Goods rests with WesTrac:
- (a) a public liability insurance policy for at least the amount of \$20,000,000 for any one occurrence;
- (b) a products liability insurance policy for at least the amount of \$20,000,000 limited in the aggregate during any single term of insurance; and
- (c) such insurances as are required by law including workers compensation insurance.
- 13.3 From the time that risk in the Goods transfers to the Customer and continuing until title also transfers in accordance with these terms, the Customer must insure the Goods with an insurance company with an S&P Financial rating of not less than "A" for their full replacement value against loss or damage including but not limited to fire, malicious damage, theft and transit risks.
- 13.4 The insurance required under clause 13.3 must cover the respective rights and interests of the Customer and WesTrac (as owner), note the interests of WesTrac as owner if required by WesTrac, and include:
- (a) a cross-liability clause, to the intent that each insured party shall be deemed to be separate insureds under the policy;
- (b) an express provision requiring the insurer to notify WesTrac if the policy of insurance is not renewed, lapses or is cancelled midterm; and
- (c) an acknowledgement from the insurer that in the event of loss or damage to the Goods, all monies derived from any insurance settlement will be used to either repair or replace the Goods. Such determination will be at the sole discretion of WesTrac.
- 13.5 The Customer must not do or permit or allow to be done anything which might or could prejudice any insurance of the Goods.
- 13.6 Whenever requested by a party, the other party will promptly provide the first party with copies of the certificates of currency for insurances required under this Contract.
- 13.7 The parties shall be responsible for and must pay any excess or deductible under insurance policies required by these Terms to the extent of their respective contributions to the loss or damage.
- 13.8 If the Customer fails to insure the Goods in accordance with this clause 13.3 and 13.4, WesTrac may, but is not obliged to, procure and maintain such insurance and the cost of doing so will be a debt due and immediately payable from the Customer to WesTrac.
- 13.9 The Customer must promptly inform WesTrac in writing of any event or circumstance that may give rise to a claim under insurance required by clause 13.3 and keep WesTrac informed of subsequent developments and take all reasonable steps to ensure a prompt and favourable settlement of the claim.
- 14 TERMINATION OF CREDIT**
- 14.1 WesTrac reserves the right, in its sole and absolute discretion and without any obligation or duty to do so, to suspend, withdraw or cancel the credit facility at any time with or without notice.
- 14.2 WesTrac is not liable for any loss, damage or delay whatsoever arising from the refusal, suspension, withdrawal or cancellation by WesTrac to provide credit.
- 14.3 If WesTrac terminates a credit facility pursuant to clause 14.1, WesTrac may, without limitation, exercise its entitlements under clauses 15.3 and 15.4 of these Terms.
- 15 TERMINATION FOR CAUSE**
- 15.1 WesTrac may terminate the Contract, or any part of it, immediately by giving written notice to the Customer if the Customer:
- (a) commits a material breach of the Contract which is not remedied to WesTrac's satisfaction within seven (7) days of written notice from WesTrac; or
- (b) fails to take delivery pursuant to clause 5.3, which is not remedied within twenty-four (24) hours after receipt of written notice from WesTrac.
- 15.2 Either party may terminate the Contract, or any part of it, effective immediately, if the other party:
- (a) commits a material breach which is not remedied within fourteen (14) days after written notice from the other party;
- (b) is the subject of an insolvency event meaning:
- (i) the party becomes insolvent or is otherwise unable to pay its debts as and when they fall due;
- (ii) proceedings are commenced to appoint an external administrator or liquidator to the party;
- (iii) the party is placed under official management or administration;
- (iv) the party is presumed to be insolvent under the Corporations Act following a statutory demand; or
- (v) circumstances occur which, in WesTrac's sole discretion, indicate the Customer's inability to pay.
- 15.3 If either party terminates under clause 14 of these Terms or this clause 15, its rights will be as if the other party had repudiated and the first party elected to treat the Contract as at an end, and in the case of WesTrac terminating:
- (a) any deposits, slot fees and any other advanced payments paid, or required to be paid, will be forfeited to WesTrac;
- (b) all amounts owing to WesTrac or already invoiced by WesTrac to the Customer, shall immediately become due and payable;
- (c) WesTrac shall immediately be entitled to retake possession of all Goods in the possession or under the control of the Customer not paid for in full; and
- (d) if WesTrac has installed Goods on a machine which are not paid for in full, take possession of the machine and transport it to WesTrac's premises to remove WesTrac's Goods.
- 15.4 For the purpose of enabling WesTrac to retake possession of the Goods or a machine under clause 15.3, the Customer irrevocably:
- (a) authorises WesTrac, its employees, officers and appointed subcontractors to enter any of the Customer's premises in which the Goods may be located; and
- (b) appoints WesTrac, its employees, officers and appointed subcontractors as the Customer's agent as its agent to enter any premises in which Goods may be located.
- 16 TERMINATION FOR CONVENIENCE**
- 16.1 Either party may, in its sole discretion and for any reason whatsoever, cancel or terminate this Contract, or any part of it, by giving the other party 14 days' prior written notice.
- 16.2 If the Customer cancels or terminates this Contract, or any part of it, under clause 16.1, the Customer must pay to WesTrac as compensation for termination:
- (a) the Price for any Goods already delivered and Services (or part thereof) already completed;
- (b) the cost of any equipment, parts, components and materials ordered by WesTrac which it is liable to accept and cannot reasonably avoid or cancel;
- (c) any costs or losses arising due to the cancellation or termination of third party contracts including contract break-costs, cancellation fees and necessary redundancies;
- (d) reasonable demobilisation costs and any additional transport, freight, handling, packaging, consumables (fluids), insurance or maintenance costs; and
- (e) in the event of a cancellation or termination of a base machine which WesTrac is liable to accept and cannot reasonably avoid or cancel:
- (i) any deposits, slot fees and any other advance payments paid or required to be paid by the Customer;
- (ii) the difference between 15% of the Price and the amount paid or required to be paid under clause 16.2(e)(i) if any; and
- (iii) holding costs at the rate of 0.054% per day (for interest and depreciation) on the balance of the unpaid Price accruing daily from the date of dates for payment.
- 16.3 If the Customer terminates under clause 14, WesTrac must mitigate its losses in all respects including by endeavouring to on-sell base-machines and other equipment and minimising all costs payable.
- 16.4 If WesTrac cancels or terminates this Contract or any part of it under clause 16.1, the Customer may claim its material, reasonable and additional proven direct costs assessed on an open book basis.
- 17 LIMITATION OF LIABILITY**
- 17.1 (Limit and overall cap) To the extent permitted by law, the liability of WesTrac, if any, arising out of or in connection with the supply of Goods or Services under this Contract, including for negligence, is limited:
- (a) in the case of Goods to which a manufacturer's warranty applies or has applied but expired, to that warranty;
- (b) for any other Goods, at the option and in the (reasonable) discretion of WesTrac:
- (i) to the replacement of the Goods or the supply of equivalent Goods;
- (ii) to the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- (iii) to the repair of the Goods by WesTrac or to the payment of the cost of having the goods repaired; and
- (c) in the case of Services, at the option and in the (reasonable) discretion of WesTrac:
- (i) to a refund of the amount paid for the Services; or
- (ii) to the supply of the Services again or payment for the cost of having the Services supplied again;
- and in any event and notwithstanding any other provision of this Contract, to an amount in aggregate of all claims up to 35% of the Price.
- 17.2 (Mutual time limit) Each party must notify the other of any claim, right, obligation or liability whatsoever arising under or in connection with the Contract within 12 months of when the party claiming was aware or ought reasonably to have been aware of the events or circumstances giving rise to the claim. Any failure to do so, releases the other party from all liability in connection with that claim and its subject matter.
- 17.3 (Exceptions to limits) The limitations in clauses 17.1 and 17.2 do not apply in relation to, or limit to any extent, a liability by one party to the other party in relation to the damage or destruction of any property (including third party property), injury, illness, disease or death or breach of intellectual property rights.
- 17.4 (Consequential loss) WesTrac shall not be liable to the Customer for any consequential, indirect or incidental loss, loss of profits, lost production or revenue, loss of anticipated savings, loss of opportunity, business reputation or damage to goodwill arising from or in connection with its supply under this Contract.
- 17.5 (Insurable losses) The total liability of either party to the other party arising out of or in connection with any damage to or destruction of property (including third party property), death, injury, illness or disease is limited to amounts recoverable, or that should have been recoverable, if the insurance policies required by the Contract are in place, or should have been in place.
- 18 INTELLECTUAL PROPERTY**
- 18.1 Each party licenses to the other party its intellectual property not created predominantly for the purpose of this Contract, whether coming into existence before or after the date of this Contract, limited to the extent necessary to enable the other party to supply, operate or use the Goods or the Services as the case may be.
- 18.2 In relation to any intellectual property coming into existence after the date of this Contract and predominantly for the purpose of it, ownership vests in and will be the property of WesTrac and WesTrac licenses the Customer to use that property for the purposes of operating or using the Goods or Services.
- 18.3 Each party warrants to the other that it is entitled to grant the intellectual property licenses under this clause, and indemnifies the other against any costs or losses in connection with any breach of third party intellectual property save to the extent caused by the other party.
- 19 ANTI-POACHING**
- 19.1 For the purpose of this clause, employing or employment includes being engaged as an employee, agent, contractor, or consultant, or in any other capacity and whether for remuneration or not.
- 19.2 While WesTrac carries out the Services and for a period of 6 months after completion of the Services, each party is prohibited from employing any individual of the other party engaged (directly or indirectly) in the Services including to solicit, induce or entice an employee of the other party.
- 19.3 The parties agree that to establish a breach it is only necessary to show that the relevant employee was engaged in the Services by the first party and commenced employment with the second (breaching) party.
- 19.4 If a party breaches this clause, it must pay to the innocent party the equivalent of 6 months of the employee's remuneration (with the first employer) to the other party within 14 days of being notified of the breach.
- 20 COMPLAINTS AND DISPUTES**
- 20.1 WesTrac takes complaints, disputes and differences very seriously. If either party wishes to raise a dispute or difference in connection with the Contract, it must promptly give the other notice in writing.
- 20.2 Within 14 days of a party giving notice under clause 20.1, the other party must provide to the first party a written response stating its position and thereafter:
- (a) within 7 days of that response, the respective involved managers must meet in person at least once to try to resolve the dispute in good faith in a first meeting;
- (b) failing a resolution within 7 days of that meeting, within a further 7 days, more senior delegates of each manager must meet in person to try to resolve the dispute in good faith in a second meeting;
- (c) failing a resolution within 7 days of the second meeting, within a further 7 days from that meeting, the managing director of the Customer and a General Manager of WesTrac must meet in person to try to resolve the dispute in good faith in a third meeting.
- 20.3 Except for urgent interlocutory or declaratory relief, as a condition precedent to the commencement of any court or tribunal proceedings, if a dispute or difference arises under or in connection with this Contract and the aggregated amount of either party's claims (excluding interest and costs) exceeds \$75,000 (exc GST), the dispute or difference shall be, and is hereby, referred to expert determination.
- 20.4 Failing agreement within 14 days of referral under clause 20.3, the President of the Institute of Arbitrators and Mediators Australia (IAMA) shall nominate and appoint the expert. The expert's determination will be final and binding in all respects and not an arbitration. Each party must bear its own costs of the determination and half of the expert's. The expert determination will be conducted in accordance with the IAMA Expert Determination Rules.
- 21 CONFIDENTIALITY AND PRIVACY**
- 21.1 WesTrac respects the privacy of personal information (Personal Information) including personal and contact information, such as an individual's name, street, postal and email addresses and telephone and fax numbers, professional information, financial and bank account details and consumer credit information.
- 21.2 The Customer acknowledges, accepts and agrees:
- (a) to WesTrac's privacy statement available from <http://www.westrac.com.au/pages/privacy.aspx>;
- (b) that WesTrac may obtain and use Personal Information of the Customer and disclose it to its Business Partners; and
- (c) that without using such information, WesTrac may not be able to properly provide the Goods or the Services.
- 21.3 For the sole purpose of assessing the creditworthiness of the Customer in connection with a credit facility, the Customer undertakes to provide signed written authorities to any third party on request by WesTrac, and authorises WesTrac to make relevant enquiries including:
- (a) reviewing any existing credit facility, obtain credit information or any report containing information about the Customer's commercial activities or credit worthiness, from a credit reporting agency, or any business which provides information about the credit worthiness of a person or an entity in relation to credit provided by WesTrac;
- (b) use, disclose or exchange with credit providers named in the Credit Application, credit providers that may be named in a credit report issued by a credit reporting agency, credit reporting agencies, and/or any collection agent of WesTrac or its related parties, information about the Customer's credit arrangements, including any information about the Customer's credit worthiness, credit standing, credit history or credit capacity; and
- (c) disclose a credit report, any information contained in it, and any information about the Customer's credit arrangements to WesTrac's Business Partners, agent or professional advisor involved in assessing the Application or the Customer's ongoing credit worthiness, or collecting payments overdue.
- 21.4 Subject to clause 21.5, neither party may disclose, or allow any person to disclose, confidential information to third parties including:
- (a) the subject matter, correspondence in respect of, and contents of this agreement (but not its actual existence);
- (b) information regarding a customer's machine;
- (c) the subject matter and the existence of any dispute or difference; and
- (d) the Price and any discounts, rebates or cost saving measures.
- 21.5 The obligations to maintain confidentiality under clause 21.3 apply except for a disclosure:
- (a) permitted with the prior written consent of the other party;
- (b) required by law, any stock exchange or court order; or
- (c) to the parties' respective Business Partners.
- 22 GOODS AND SERVICES TAX**
- Unless otherwise stated expressly all prices are exclusive of GST and the Customer must on demand pay to WesTrac all GST payable in respect of the supply of the Goods and the Services to the Customer.
- 23 LAW AND JURISDICTION**
- The Contract is governed by and will be construed in accordance with the laws of the State in which the WesTrac office or depot from which the Goods or Services were ordered, is located.
- 24 AMENDMENT**
- Subject to the Customer notifying WesTrac that it objects to any changes notified in writing within 30 days, any such changes notified in writing will bind the Customer in respect of any supply of Goods or Services from the date of notification.
- 25 SUBCONTRACTING AND ASSIGNMENT**
- 25.1 Neither party may assign, novate or transfer, the Contract or any payment, obligation, right, benefit or interest it has under the Contract without the prior written consent of the other party.
- 25.2 WesTrac may supply Goods or Services of Caterpillar Inc. (USA) and its related entities and subcontract any part of its obligations to that entity under this Contract without the consent of the Customer.
- 26 ENTIRE AGREEMENT**
- The Contract constitutes the entire agreement between the parties relating in any way to its subject matter. All prior negotiations, agreements, communications, understandings, representations about the subject matter of the Contract are of no effect.
- 27 MISCELLANEOUS**
- 27.1 If any part of the Contract is void or unenforceable, that part is severable from the Contract and the balance remains enforceable.
- 27.2 The words including, inclusive of, or similar expressions are not words of limitation.
- 27.3 If the Customer is more than one person or entity, each person or entity (as applicable) shall be jointly and severally liable to WesTrac.
- 27.4 Notices shall be deemed received on the earlier of actual receipt, a reply, notice of receipt or a period of 3 days after issue without the issuer having received notice of a non-receipt or failed delivery.
- 27.5 WesTrac may only waive a requirement or breach of the Contract in writing signed by it, and any such waiver is limited to the instance referred to (or if no instance is referred to in the waiver, to past breaches only).
- 27.6 Each party must bear its own legal, accounting and other costs of and incidental to the preparation and entering into the Contract.
- 27.7 Nothing constitutes a joint venture, agency, partnership or other fiduciary relationship between the Customer and WesTrac.
- 28 DEFINITIONS**
- 28.1 Business Partners means consultants, agents, financiers, lawyers and in the case of WesTrac, Caterpillar Inc (USA), its subsidiaries, affiliates and related parties including agents and contractors.

Repair Estimate



Customer Details		Machine Details		Job Details		Estimate Details	
Account Name	Shire of Meekatharra	Model	140H	Repair Location	Westrac Geraldton	Estimate Date	01/01/2021
Account No	788710	Serial No	CCA02711	Repair Start Date	n/a	Estimate No	210108A
Contact Name	Roy McClymont	SMU	12,588 Hours	Repair Start Time	n/a	Estimate Expiry Date	02/2/2021
Contact Ph	99 800 800	Unit No	1EWF-073	Required Completion Date	n/a		
E-mail address	roy.mcclymont@meekatharra.wa.gov.au	Registration No	N/A	Required Completion Time	n/a		
Site Contact Ph	99 800 800			Work Order No	3M79782		

Seq	Store & CC	Job Code	CompCode	Description	Estimated Labour \$	Estimated Parts \$	Estimated External Service Purchase \$	Flat Rate All \$
<p>Below updated estimate colour coded to focus on the certified powertrain components, to meet Caterpillar guidelines for CPT EPP (extended Power train protection) for 50 / 8,000hrs worth \$15,540.</p> <p>Below ratings is what we have considered to present the greatest value.</p> <p>Red Necessary - Yellow recommended - Green cost saving</p>								
140H - CCA02711 Mid-Life Rebuild								
IN	03/54	INSPECT (40)	MACHINE (7000)	Carry out TA2 Arrival Inspection - supply customer with Report / Faults - Recommended Scope of Repairs & Estimated Costs.	\$ 2,295			
W1	03/54	WASH (74)	MACHINE (7000)	Remove Guards, Remove Fuel Tanks, Pressure Wash before positioning machine in workshop.	\$ 1,360			
LB	03/54	LIFT & BLOCK (508)	MACHINE (7000)	Lift & Block Machine, position on stands in workshop.	\$ 1,240			
DF	03/54	DRAIN (543)	FLUID (7579)	Drain all Fluids	\$ 930			
01	03/54	REMOVE & INSTALL (10)	ENGINE (1000)	Remove & Install Engine.	\$ 3,720	\$ 3,296	\$ 100	
02	03/54	RECONDITION (20)	ENGINE (1000)	Recondition Engine	\$ 11,625	\$ 40,303	\$ 200	
03	03/54	REPLACE (510)	DRIVE SHAFT SUPPORT (3267)	Replace Engine / Transmission Drive Coupling	\$ 310	\$ 3,523		
04	03/54	REMOVE & INSTALL (10)	TRANSMISSION (3030)	Remove & Install Transmission.	\$ 4,650	\$ 866	\$ 30	
05	03/54	RECONDITION (20)	TRANSMISSION (3030)	Recondition Transmission.	\$ 9,300	\$ 17,812	\$ 850	
06	03/54	PERFORM MAINTENANCE ON (41)	RADIATOR (1353)	Remove, Service, Install Cooling Packages	\$ 2,790	\$ 2,490	\$ 1,550	
07	03/54	RECONDITION (20)	SERVICE BRAKE (4251)	Remove / Recondition / Install all 4 Service Brake Groups	\$ 9,300	\$ 10,070	\$ 700	
08	03/54	REPLACE GASKET/RESEAL (14)	TANDEM DRIVE HOUSING (4064)	Re-seal Tandem Housings - Replace Drive Chains (Note - No Allowance to replace drive sprockets - additional if required)	\$ 1,240	\$ 3,668	\$ 30	
09	03/54	RECONDITION (20)	FINAL DRIVE (4050)	Remove / Recondition / Install both Final Drive & Oscillating Hubs.	\$ 5,425	\$ 4,520	\$ 40	
10	03/54	RECONDITION (20)	DIFFERENTIAL (3258)	Remove / Recondition / Install Differential.	\$ 4,650	\$ 3,310	\$ 50	
11	03/54	REPLACE (510)	TRANSMISSION CONTROL (3045)	Replace Transmission ECM with Reman / Currently no faults				
12	03/54	REPLACE (510)	HYDRAULIC FAN PUMP (1387)	Replace Fan Pump with Reman	\$ 1,085	\$ 1,860	\$ 20	
13	03/54	REPLACE (510)	HYDRAULIC FAN MOTOR (1386)	Replace Fan Motor	\$ 620	\$ 967		
14	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Engine Hoses & Lines.	\$ 775	\$ 865		
15	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Power Train Hoses	\$ 930	\$ 796		
16	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Hydraulic Fan Hoses	\$ 930	\$ 863		
17	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Brake System Hoses	\$ 1,550	\$ 1,462		
18	03/54	REPLACE (510)	SERVICE BRAKE CONTR OL VALVE (4265)	Replace Service & Park Brake Control Valves.	\$ 775	\$ 762		
19	03/54	REPLACE (510)	STEERING PUMP (4306)	Replace Steering / Hydraulic Pump with Reman.	\$ 1,085	\$ 4,620		
20	03/54	RECONDITION (20)	IMPLEMENT CONTROLS (5000)	Remove / Recondition / Install both RHS & LHS Implement Control Valves.	\$ 5,425	\$ 3,540		
21	03/54	RECONDITION (20)	COMBINE CONTROLS (5000)	Recondition Hydraulic Combination Valve.	\$ 775	\$ 1,045		
22	03/54	REBEARING & RESEAL (28)	RIPPER LIFT CYLINDER (5352)	Remove, Re-seal, Install Ripper Lift Cylinder (note - No Allowance for replacement of Rod - additional if required). Cylinder currently not leaking				
23	03/54	REBEARING & RESEAL (28)	ARTICULATION CYLINDER (5285)	Remove, Re-seal, Install both Articulation Cylinders (note - No Allowance for replacement of Rods - additional if required).	\$ 2,790	\$ 1,910	\$ 860	
24	03/54	REBEARING & RESEAL (28)	BLADE (8040)	Remove, Re-seal, Install both Blade Lift Cylinders (note - No Allowance for replacement of Rods - additional if required).	\$ 2,790	\$ 1,035		
25	03/54	REBEARING & RESEAL (28)	CENTERSHIFT CYLINDER (5223)	Remove, Re-seal, Install Center Shift Cylinder (note - No Allowance for replacement of Rod - additional if required). Cylinder currently not leaking				
26	03/54	REBEARING & RESEAL (28)	TIP CYLINDER (5106)	Remove, Re-seal, Install Blade Tip Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,240	\$ 370		
27	03/54	REBEARING & RESEAL (28)	BLADE SIDESHIFT CYLINDER (5229)	Remove, Re-seal, Install Blade Side Shift Cylinder - Inclusive of 10R-0129 (reman rod-chrome found to be damaged during arrival inspection).	\$ 1,550	\$ 1,920		
28	03/54	REBEARING & RESEAL (28)	STEERING CYLINDER (4309)	Remove, Re-seal, Install Steering Cylinders (note - No Allowance for replacement of Rod - additional if required).	\$ 2,790	\$ 1,025		
29	03/54	REBEARING & RESEAL (28)	WHEEL LEAN CYLINDER (5211)	Remove, Re-seal, Install Wheel Lean Cylinder (note - No Allowance for replacement of Rod - additional if required).	\$ 1,240	\$ 480		
32	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Steering System Hoses & Lines	\$ 2,480	\$ 2,070		
33	03/54	REPLACE (510)	STEERING & BRAKING SYSTEM (4005)	Replace Steering Accumulator.	\$ 155	\$ 405		
34	03/54	REPLACE (510)	STEERING SYSTEM (4300)	Replace Steering HMU	\$ 620	\$ 1,170		
35	03/54	REPLACE (510)	HYDRAULIC HOSE LINES (5057)	Replace Hydraulic Hoses & Lines --- LHS	\$ 2,790	\$ 2,720		
36	03/54	REPLACE (510)	HYDRAULIC HOSE LINES (5057)	Replace Hydraulic Hoses & Lines --- RHS	\$ 2,790	\$ 2,235		
37	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Ripper Hoses & Lines	\$ 930	\$ 705		
38	03/54	REPLACE (510)	HOSES & LINES (7554)	Replace Hydraulic Pump Hoses & Lines.	\$ 775	\$ 1,030		
39	03/54	REPLACE (510)	CIRCLE DRIVE MOTOR (5256)	Replace Circle Drive Motor	\$ 155	\$ 1,640		
40	03/54	REBEARING & RESEAL (28)	CIRCLE DRIVE (5207)	Remove / Replace Bearings, Seals / Install Swivel	\$ 465	\$ 465		
41	03/54	PERFORM MAINTENANCE ON (41)	MACHINE (7000)	Replace Film (Decal) Group / Replace all Cat factory dress decals only	\$ 620	\$ 900	\$ 650	
42	03/54	PAINT (72)	MACHINE (7000)	Sandblast & Paint Machine / Qat & polish cab & panels adjusted coating	\$ 5,000			
43	03/54	REPAIR (23)	ELECTRIC SYSTEM (1400)	Replace Harness / Cables (Engine Bay & Lights only) No Cab Harness - additional if required	\$ 5,425	\$ 8,314		
44	03/54	REPLACE (510)	BATTERY (1401)	Replace Batteries				
45	03/54	REPLACE (510)	FLOORPLATE (7265)	Replace Floor Mat				
46	03/54	REPLACE (510)	OPERATOR STATION (7300)	Replace Operator Seat	\$ 310	\$ 3,990		
47	03/54	PERFORM MAINTENANCE ON (41)	HYDRAULIC TANK (5056)	Remove, Clean Hydraulic Tank Can be substituted with kidney box seg 89				
90	03/54	TEST AFTER REPAIR (30)	MACHINE (7000)	Test Machine on Completion of Repairs (inclusive of TA2 Test)	\$ 4,960			
Additional Scope								
88	03/54	INSTALL (12)	FLUID (7579)	Install all fluids This was a double up				
89	03/54	CLEAN (78)	FLUID (7579)	Particle Count fluids, Kidney Loop as required to meet Caterpillar ISO Rot off Spec's	\$ 1,550	\$ 250	\$ 250	
31	03/54	REMOVE & INSTALL (10)	CAB (7301)	Remove & Install Cab (scope included to give better access for replacement of hoses, wiring harness, control valves & pumps / Not needed)				
48	03/54	PERFORM MAINTENANCE ON (41)	CIRCLE DRIVE (5207)	Rebearing / Re-seal Circle Drive Op / Pre-stripdown pricing inspection may reduce cost	\$ 2,480	\$ 5,450		
49	03/54	PERFORM MAINTENANCE ON (41)	AIR CONDITIONER (7320)	Repair Air Conditioner System	\$ 3,410	\$ 5,200		
50	03/54	REBEARING & RESEAL (28)	HITCH (7100)	Rebearing / Re-seal Center Hitch / has been measured minimal movement provision for re-align only, Full job \$12,450	\$ 555			
51	03/54	REPAIR (23)	BLADE (8040)	Repair Blade Supports & adjust Blade (replace Blades)	\$ 3,100	\$ 1,850	TBA	
52	03/54	PERFORM MAINTENANCE ON (41)	CAB (7301)	Repairs to cab, Repair Window Weeps & Washers, Replace faulty instrument panel on dash & roof insulation.	\$ 930	\$ 3,720	TBA	
53	03/54	REPAIR (23)	WARNING HORN (7402)	Replace faulty Horn	\$ 155	\$ 260		
54	03/54	REPLACE (510)	GROUND ENGAGING TOOLS (GET) (6800)	Replace G.E.T on Blade & Ripper - No allowance additional if required.	\$ -	\$ -	\$ -	
56	03/54	ADJUST (25)	CIRCLE DRAWBAR BALL SOCKET (6171)	Repair / Adjust Circle wear strips & A-Frame Ball Group	\$ 4,340	\$ 4,250	\$ 1,550	
57	03/54	REBEARING & RESEAL (28)	CYLINDER MOUNT/CROSS TUBE (8088)	Rebearing / Seal Both Blade Lift Cylinder Trunkion Mountings	\$ 2,170	\$ 3,620	TBA	
58	03/54	PERFORM MAINTENANCE ON (41)	AXLE ARRANGEMENT (3013)	Repair Front Axle Assembly / Replace Tie-Rods - / Adjust Wheel Alignment after assembly	\$ 2,170	\$ 1,350	TBA	
94	03/54	INSTALL (12)	GUARD (7150)	Install Guards on completion of repairs	\$ 1,240	\$ 250		
<p>Note -- Estimated Parts pricing is assuming full core refunds for reman core returns.</p> <p>After disassembly & inspection customer to be advised on any additional faults, recommended repairs & additional costs before proceeding. Estimated parts pricing is assuming full core refund for reman core returns.</p>								

WesTrac Contact Details	
Estimate Originator	Leigh Honeychurch
Phone No	99 216 227
Fax No	n/a
Email Address	leigh.honeychurch@westrac.com.au
Approved by:	

OTHER ITEMS \$	
Other	
Mobilisation	
Freight	Additional
Accommodation	
Sundry	
PEX Service Fee	

Estimate Summary	
Estimate	\$135,281
Estimate	\$155,122
ESP's	\$6,580
Flat Rate	\$0
Enviro	\$4,058
Other	\$0
TOTAL (GST Excl):	\$311,021

TERMS AND CONDITIONS OF SALE

[TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES BY WESTRAC](#)

CUSTOMER'S PURCHASE ORDER No:

CUSTOMER/REPRESENTATIVE SIGNATURE:



DATE:



TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES BY WESTRAC (EXCLUDING RENTALS) (v17)

- 1 GENERAL**
- 1.1 All new and used vehicles, machinery, plant and equipment (excluding rentals), materials, consumables, software, hardware, components and parts (including remanufactured and rebuilt parts) (**Goods**) and all labour or services in connection with such Goods (**Services**) sold or supplied to you (the **Customer**) by WesTrac Pty Ltd ACN 009 342 572 or its related entities (**WesTrac**) is or are supplied on these terms and conditions (**Terms**).
- 2 THE CONTRACT**
- 2.1 Until WesTrac has accepted an Order in accordance with clause 2.3 of these Terms:
- (a) any quotation, estimate or price prepared or represented by WesTrac (**Quote**) is:
- (i) indicative only;
- (ii) not an offer to contract; and
- (iii) only valid for 14 days;
- (b) no Order by the Customer to WesTrac following a Quote will by itself or in association with a Quote bind WesTrac; and
- (c) all Quotes prepared by WesTrac may be withdrawn or varied by WesTrac prior to acceptance.
- 2.2 If the Customer:
- (a) requests or orders Goods or Services from WesTrac; and
- (b) that order is consistent with a Quote,
- (an **Order**) the Customer offers to contract with WesTrac on the basis of the Order and the Quote.
- 2.3 WesTrac accepts and is deemed to have accepted an Order made by the Customer under clause 2.2 of these Terms:
- (a) to the extent it is for materials, consumables, hardware, software, components or parts (including remanufactured and rebuilt parts) or Services on the earlier of:
- (i) when those Goods are delivered to the Customer or the Services are completed by WesTrac as the case may be;
- (ii) when notification of acceptance is provided by WesTrac to the Customer; and
- (iii) 3 days after WesTrac receives an Order and does not dispute it or any part of it;
- (b) to the extent it is for new and used vehicles, machinery, plant and equipment (excluding rentals) on the earlier of:
- (i) when notification of acceptance is provided by WesTrac to the Customer; and
- (ii) 7 days after WesTrac receives an Order and does not dispute it or any part of it.
- 2.4 Upon acceptance by WesTrac under clause 2.3, a binding contract comes into existence between WesTrac and the Customer incorporating the following documents (together the **Contract**):
- (a) any Quote, invoice or other document of WesTrac whether attaching these Terms or not;
- (b) any notice of acceptance provided by WesTrac in accordance with clause 2.3(a)(ii) or 2.3(b);
- (c) these Terms;
- (d) any document attached or annexed to these Terms by WesTrac; and
- (e) the Order placed by the Customer including any attached or associated terms and conditions.
- 2.5 In the event of any inconsistency, ambiguity or discrepancy, the order of precedence set out above applies with the first listed document taking the highest priority and so on.
- 2.6 If, after applying the order of precedence, there still remains an inconsistency, ambiguity or discrepancy, either party may give the other party written notice.
- 2.7 If notice is given under clause 2.6, WesTrac shall (acting reasonably) direct the Customer as to the proper interpretation and determine (acting reasonably) liability for any additional costs.
- 2.8 The terms of Schedule 5 of the *Motor Vehicle Dealers (Sales) Regulations 1974 (WA)* are expressly incorporated into these Terms for the sale of on-highway trucks in Western Australia.
- 3 CREDIT**
- 3.1 Upon completion by the Customer of an Application for Commercial Credit (Credit Application), a copy of which is available at www.westrac.com.au, a credit facility may, in the sole and absolute discretion of WesTrac, be made available to the Customer.
- 3.2 The Customer is not entitled to any credit or use of other funds from WesTrac until WesTrac accepts a Credit Application by formal written notice to the Customer from a properly authorised credit officer stating that a credit facility has been made available and the limit.
- 3.3 WesTrac may, acting in its sole and absolute discretion, and without being obliged to do so:
- (a) specify the maximum amount that may be charged to the credit facility within a specified time (**Credit Limit**); and
- (b) regularly assess the Credit Limit and adjust it accordingly by increasing or decreasing it, or changing these terms.
- 3.4 The Customer must not charge to the credit facility amounts that exceed the Credit Limit. To the extent that it does, WesTrac is entitled to immediate repayment of any and all amounts charged to the credit facility in excess of the Credit Limit.
- 3.5 If the personal guarantee on the Credit Application is selected, in consideration of WesTrac supplying the Goods or Services and a credit facility to the Customer, the guarantors jointly and severally guarantee payment to WesTrac of all money due and payable by the Customer to WesTrac on any existing or future account or in any manner whatsoever.
- 4 THE PRICE AND PAYMENT TERMS**
- 4.1 The rates or prices payable for the Goods and Services, including any deposits, slot fees or advance payments, are as specified in the Contract (**the Price**).
- 4.2 The Price excludes freight, consumables (including grease, oil, coolant, water, diesel), taxes and duties (including import and customs duties) and any other necessary or incidental items, work or services unless expressly stated in the Contract.
- 4.3 Any costs for third party goods or services incurred by WesTrac (including freight and handling) must be reimbursed by the Customer with a margin (profit and overhead) of 30% on costs to WesTrac unless otherwise expressly stated in the Contract.
- 4.4 (**Payment of deposits, advance payments and slot fees**) Any applicable deposits, slot fees or other advance payments must be paid and received by WesTrac in full, cleared and available funds as a condition precedent to any liability or obligation of WesTrac arising under this Contract.
- 4.5 (**Payment on credit excluding for machines**) For Goods and Services, other than for new or used machines, and to the extent that the Customer has a WesTrac approved credit facility with immediately available and sufficient funds to pay the full Price:
- (a) WesTrac may issue an invoice or claim for payment on the **last day of each month** on account of Goods or Services supplied, or undertaken to be supplied, up to and including the date of that invoice;
- (b) if the Customer disputes the whole or any part of the invoice issued under clause 4.5(a) or claim, the Customer must, **within 14 days** of the invoice date or claim, give WesTrac notice in writing with reasons why it disputes the amount claimed and provide adequate reasons; and
- (c) **within 28 days** after the date of an invoice or claim under clause 4.5(a), except to the extent validly disputed under clause 4.5(b), the Customer must pay, and WesTrac must receive, in full, cleared funds and without any deduction or set off, the amount invoiced or claimed.
- 4.6 Any invoice or claim issued by WesTrac before or after the last day of each month is taken to be issued on the last day of the month in which it is issued, and for the above payment process to apply accordingly.
- 4.7 (**Payment not on credit and for all machines**) For the supply of new or used machines, and if the Customer orders Goods and Services but does not have a WesTrac approved credit facility with immediately available and sufficient funds to pay the full Price, the Customer must pay the price **upfront and in full**, cleared and available funds before any collection or delivery of Goods or the carrying out of any Services (including travel) will take place.
- 4.8 Time is of the essence in relation to payment for Goods and Services and if the Customer fails to pay WesTrac any amount when due, WesTrac is, without limitation, entitled to payment of interest at the rate of 10% per annum above the Reserve Bank of Australia target cash rate in simple interest calculated daily from the time the amount falls due to the extent and for the duration that it remains unpaid.
- 4.9 WesTrac may set off, or otherwise account for, amounts paid by the Customer against any other amounts owed by the Customer to WesTrac or claimed to be so owed whether arising under or in connection with this Contract or otherwise.
- 4.10 (**payment in foreign currency**) To the extent that payment relates to imported base machines (but not in-stock or local items) or incidental items (including freight, handling, taxes), payment is payable at the option of the Customer:
- (a) in the currency invoiced by the third party supplier to WesTrac which may be a **foreign currency**; or
- (b) in SAUD as exchanged at the closing RBA rate on the day of arrival of the machine at WesTrac
- which must be elected by the Customer and notified by the Customer to WesTrac within any Order, and if no such election is made or notice given, option (a) above applies.
- 4.11 To the extent that the payment for imported base machines (not in-stock or local items) under clause 4.10 relates to **deposits, slot fees or advance payments** then:
- (a) if payment is to be made in SAUD under clause 4.10(b), any deposits, slot fees and any other advance payments will be exchanged on payment and reconciled on the day of arrival of the relevant machine at WesTrac as if payment was made, and exchanged at the closing RBA rate on that day; or
- (b) if payment is to be made in the foreign currency of the third party supplier under clause 4.10(a), payment of any deposits, slot fees or advance payments will also be in the currency of the supplier.
- 5 TIME FOR PERFORMANCE**
- 5.1 WesTrac will carry out its supply under this Contract during usual business hours for the branch from which the supply is to be carried out unless otherwise agreed.
- 5.2 The Customer must ensure that WesTrac has access to its site, the relevant work area and equipment as is safe and reasonably necessary for WesTrac to supply the Goods and Services.
- 5.3 WesTrac will deliver the Goods to the delivery place specified in the Contract, or if no place for the delivery of the Goods is specified:
- (a) WesTrac will notify the Customer promptly when the Goods are ready for collection at WesTrac; and
- (b) the Customer must promptly (and within 48 hours) collect its Goods from the WesTrac premises specified in the Contract.
- 5.4 If no place for the carrying out of Services is specified in the Contract, they will be carried out at a suitable and convenient location as determined by WesTrac acting reasonably.
- 5.5 If a date or dates for delivery of the Goods or completion of the Services is specified in the Contract, WesTrac will deliver or complete as the case may be by those dates.
- 5.6 If no date or dates for delivery or completion are specified in the Contract, WesTrac will deliver the Goods and complete the Services with due diligence, expedition and without delay.
- 6 ACCEPTANCE AND COMPLETION**
- 6.1 The delivery of any Goods is deemed to have occurred and be carried out in accordance with these Terms:
- (a) if the Goods are to be collected by the Customer or its carrier from WesTrac, when loading of the Goods commences by the Customer or its carrier; and
- (b) if the Goods are to be delivered by WesTrac or its carrier to the Customer, when the Goods are unloaded at the delivery place.
- 6.2 WesTrac will notify the Customer, orally or in writing, promptly when it considers (acting reasonably) that the Services have been completed.
- 6.3 The Customer must:
- (a) promptly inspect the Goods on delivery in accordance with clause 6.1 and any Services following the notice given under clause 6.2; and
- (b) notify WesTrac of any non-compliance with the Contract in writing within fourteen (14) days of delivery or from the notice of completion as applicable.
- 6.4 Unless WesTrac receives a notice under clause 6.3(b) within the time required by that clause, the Customer is deemed, to the extent relevant, to have:
- (a) accepted that the Goods comply with, and have been delivered in accordance with, the Contract; and
- (b) certified that the Services are complete, and that they have been completed in accordance with, the Contract,
- and that WesTrac may claim and invoice for, and is entitled to payment of, the Price for those Goods and Services.
- 6.5 If WesTrac receives a written notice from the Customer under clause 6.3(b) within the time required by that clause:
- (a) for Goods that are **not new or remanufactured parts** and Services:
- (i) WesTrac must promptly rectify the Goods and Services so that they comply with the Contract;
- (ii) notify the Customer again under clause 6.1 when they are rectified or re-delivered as applicable; and
- (iii) following that notification, follow the process under this clause 6 again;
- (b) for Goods that are **new or remanufactured parts**, the Customer may:
- (i) reject and return them (at Customer's cost) to the WesTrac branch set out in the Contract; or
- (ii) accept them and notify WesTrac of a dispute under clause 20.1 of the Contract.
- 6.6 For Goods that are **new or remanufactured parts** to receive a credit for their return under clause 6.5(b) above, the relevant part:
- (a) must be in a good saleable condition (except to the extent damaged by WesTrac) and in its original packaging, without an expired shelf life (if applicable) and with the original invoice; and
- (b) must not be custom made parts, CPRO, FDO, backorders, unstocked parts, used parts, unsealed filters, gaskets, batteries, ball or roller bearings, cups, cones, bits, seals, hoses, opened kits or parts.
- 6.7 If the conditions in clauses 6.6(a) and 6.6(b) above are satisfied, the Customer will be entitled to receive the following credit for the parts purchased:
- (a) if the part is returned **within twenty-eight (28) days** of delivery, the Customer is entitled to receive a credit for the full Price of the parts;
- (b) if returned **after twenty-eight (28) days but on or before forty-two (42) days** after delivery, a credit for the full Price less a restocking fee of \$55 or 15% of the Price whichever is the greater; and
- (c) if the part is returned **after forty-two (42) days** of delivery, WesTrac will determine a reasonable credit and the terms applicable and as a minimum apply the restocking fee under clause 6.7(b).
- 7 LIMITED WARRANTY**
- 7.1 WesTrac warrants and the Customer agrees that:
- (a) in relation to **Services**, that for a 12 month period following the date of completion of any of those Services, that those Services were carried out and completed with due skill and care, in a proper and workmanlike manner and in accordance with all relevant law;
- (b) in relation to **Goods supplied by WesTrac to which a manufacturer's warranty applies**, that the benefits and obligations of the manufacturer's warranty apply in all respects and is the sole and exclusive warranty for those Goods;
- (c) in relation to **new Goods supplied by WesTrac to which a manufacturer's warranty does not apply**, that for a 12 month period (unless otherwise specified) following the date of delivery, those Goods will be free from defects in materials and workmanship, and to the extent designed by WesTrac, be fit for the purpose specified in the Contract; and
- (d) in relation to **used or second-hand Goods supplied by WesTrac**, except to the extent that a manufacturer's warranty applies (such as for remanufactured components and to which the warranty under clause 7.1(b) applies):
- (i) all used or second-hand Goods are sold on an "as is where is" basis with all existing or future inadequacies, faults or defects, if any, whether known or unknown;
- (ii) WesTrac does not warrant used or second-hand goods to any extent or that they are fit for any purpose or free from any defects;
- (iii) WesTrac does not warrant the accuracy of machine meter readings, SMU hours or the service and repair history; and
- (iv) to the extent permitted by law, the Customer releases WesTrac from all liability arising or in connection with any defects, faults or inadequacies in such Goods.
- 7.2 In relation to any used or second-hand Goods supplied by the Customer to WesTrac by way of trade-ins or otherwise, the Customer warrants that those Goods are owned by it outright and free from all encumbrances, defects and are fit for purpose.
- 7.3 Subject to the inclusions and exclusions as provided by the manufacturer's warranty, any warranty under this Contract excludes liability for costs in connection with:
- (a) labour (including overtime labour) other than is reasonable or customary to rectify the defect;
- (b) the removal or re-installation of parts and components, unless WesTrac carried out the original installation, and does the removal and installation of the replacements; and
- (c) standby, freight, transportation, travel, travel time, packaging and handling, demobilisation and re-mobilisation, commissioning and testing.
- 8 WARRANTY CLAIM PROCEDURE**
- 8.1 The Customer must notify WesTrac of any event or circumstance which may give rise to a warranty claim by the **earlier of**:
- (a) the time expressly required by the manufacturer's warranty for the notification of claims, if any such time applies; or
- (b) if no such time applies, within 90 days of the event or circumstance occurring that gave rise to the warranty claim,
- and in any event, within the relevant warranty period stipulated in clause 7. If the Customer fails to notify in accordance with clause 8.1, WesTrac may, in its sole discretion, rectify the defect but otherwise has no liability to do so.
- 8.2 The Customer must send a warranty claim to:
- WesTrac Pty Ltd
128-136 Great Eastern Highway, South Guildford, WA
Telephone: 08 9377 9444 (or local branch)
Fax: 08 9377 1791
Email: warranty@westrac.com.au
- 8.4 The Customer warrants that any claim made by it on warranty is valid and one to which the warranty responds.
- 8.5 To the extent that the Customer makes an invalid warranty claim, it must reimburse WesTrac for that work at list rates and prices.
- 9 DELAY AND DISRUPTION**
- 9.1 To the extent that WesTrac is, or is likely to be, delayed or disrupted in the supply of any Goods or Services, and that is due to:
- (a) any fact, event, matter or circumstance beyond WesTrac's reasonable control; or
- (b) any breach, act or omission of the Customer, its agents or contractors,
- WesTrac is entitled to a reasonable extension of time to supply those Goods or Services.
- 9.2 To the extent that WesTrac is delayed or disrupted under clause 9.1(b), the Customer must pay WesTrac its reasonable additional costs caused by the delay or disruption including (without limitation) holding (capital) costs on Goods ordered for the Customer to the extent that they remain unpaid at 0.041% per day accruing daily.
- 9.3 If a delay or delays under clause 9.1(b) exceed a single or aggregated period of 90 days, WesTrac may terminate the relevant Order or part thereof for convenience in its sole discretion by written notice to the Customer, in which case, WesTrac will be entitled to compensation in accordance with clause 16.2 as if the Customer had cancelled or terminated for convenience.
- 10 VARIATIONS AND EXTRAS**
- 10.1 Prior to delivery or completion (as applicable), the Customer may request to add, delete, omit, or change the nature, quality, location or quantity of any Goods or Services (**Variation**).
- 10.2 To the extent that WesTrac can reasonably comply with the Variation, WesTrac will endeavour to do so and if it does, will be entitled to payment as follows:
- (a) an amount as agreed between the parties;
- (b) failing agreement, an amount calculated according to the Contract rates and prices to the extent reasonably applicable; or
- (c) to the extent that rates and prices in the Contract do not reasonably apply:
- (i) for additions, or changes in nature, quality or location, an amount based on reasonable rates or prices (including profit and overhead of 30% on costs); and
- (ii) for deletions or omissions, deducting reasonable rates or prices from the Price including profit but retaining an allowance for overhead of 5% on the original costs.
- 10.3 WesTrac may at any time and from time to time request a Variation, and the Customer will reasonably and in good faith, determine whether such a Variation should apply and agree to it accordingly.
- 10.4 Unless otherwise expressly stated in the Contract, WesTrac is entitled to increase or decrease the rates or prices under the Contract as a Variation in the following circumstances:
- (a) for **Services**, by applying rise and fall calculated on 1 January and 1 July of each year proportional to the change in the relevant WesTrac employees' salary increase;
- (b) for **new machines**, in accordance with any Caterpillar Inc (USA) price changes which may occur from time to time after the date of the Quote;
- (c) for parts and components:
- (i) in accordance with the Caterpillar Inc (USA) parts price index as revised on 1 January and 1 July of each year; and
- (ii) in accordance with any other Caterpillar Inc (USA) price changes which may occur from time to time after the date of the Quote but prior to delivery; and
- (d) to the extent WesTrac incurs additional costs due to a change in law that was not reasonably anticipated by WesTrac as at the date of Contract; and
- (e) to the extent that any ground conditions on or around the site or relevant work area could not reasonably have been anticipated by WesTrac as at the date of Contract.
- 11 CORE RETURNS**
- 11.1 If the Customer wishes to return a used component (**Core**), including a Core that was rebuilt by WesTrac (**Parts Exchange**) or Caterpillar (**Cat Reman**) and exchange it for a new or rebuilt component:
- (a) the Core being returned by the Customer must have the same configuration and consist as the new or rebuilt component that was supplied to the Customer;

- (b) WesTrac must receive the Core being returned within 30 days of delivery of the corresponding new or rebuilt component that was supplied;
- (c) a Parts Exchange Core returned by the Customer must be in good and clean condition and comply with WesTrac's Core return conditions;
- (d) a Cat Reman Core returned by the Customer must be in good and clean condition and comply with the Caterpillar Core return conditions; and
- (e) upon stripping down the Core, the Core returned by the Customer must be in a condition that is, in WesTrac's sole discretion, suitable for a standard rebuild.
- 11.2 If the Customer complies with clause 11.1, WesTrac will grant the Customer a credit for its deposit paid for the returned Core in accordance with its parts exchange and rebuild price lists.
- 11.3 If the Customer fails to comply with any of the conditions required by clause 11.1:
- (a) WesTrac is entitled to payment of the full list price for the new or rebuilt component supplied to the Customer; and
- (b) any credit to be applied for the value of the returned Core will be determined by WesTrac acting reasonably.
- 12 RISK AND TITLE**
- 12.1 Risk in connection with any Goods sold or supplied to the Customer passes upon delivery occurring in accordance with clause 6.1 of these Terms, but passes back in the event of any returned Goods.
- 12.2 Legal and equitable title, property and ownership in any Goods sold or supplied by WesTrac under this Contract only passes on receipt of payment by WesTrac of the Price in full, cleared funds and without any deduction or set off.
- 12.3 Prior to title passing, WesTrac may register a Security Interest under the Personal Property Securities Act 2009 (Cth) (PPSA) in relation to the Goods and any proceeds arising in respect of any dealing in the Goods.
- 12.4 If the Quote expressly permits the Customer to on-sell any Goods prior to title passing, the Customer may do so in the ordinary course of its business provided that the Customer pays the proceeds into a separate bank account and holds them as trustee for WesTrac.
- 12.5 After title passes, the Customer may register a Security Interest in relation to the Goods and any proceeds arising in respect of any dealing in the Goods, and WesTrac must promptly remove any existing registrations made under clause 12.3 of these Terms.
- 12.6 To the extent permitted by law, each party waives its rights or entitlements to any verification statements or other notices or communications that may be necessary, required or desirable under the PPSA.
- 12.7 WesTrac shall have a lien over any of the Customer's other goods under WesTrac's control for all amounts claimed due and payable to WesTrac until payment is received in full, cleared funds without deduction or set-off.
- 12.8 Neither party may register, sell, dispose of or otherwise deal in any security interest in the Goods or proceeds from any dealing in the Goods other than as permitted by this clause.
- 13 INDEMNITY AND INSURANCE**
- 13.1 Subject to clause 17.5, each party indemnifies the other, its employees and agents against losses for physical destruction of or damage to property, death, injury, illness or disease, and to the extent that a credit facility applies, any act or omission or breach by the Customer of these Terms, arising out of or in connection with the carrying out of its obligations under this Contract, save to the extent caused or contributed to by the other party.
- 13.2 WesTrac will effect and maintain, in relation to Services, for the duration of carrying out the Services, and for Goods, while risk in the Goods rests with WesTrac:
- (a) a public liability insurance policy for at least the amount of \$20,000,000 for any one occurrence;
- (b) a products liability insurance policy for at least the amount of \$20,000,000 limited in the aggregate during any single term of insurance; and
- (c) such insurances as are required by law including workers compensation insurance.
- 13.3 From the time that risk in the Goods transfers to the Customer and continuing until title also transfers in accordance with these terms, the Customer must insure the Goods with an insurance company with an S&P Financial rating of not less than "A" for their full replacement value against loss or damage including but not limited to fire, malicious damage, theft and transit risks.
- 13.4 The insurance required under clause 13.3 must cover the respective rights and interests of the Customer and WesTrac (as owner), note the interests of WesTrac as owner if required by WesTrac, and include:
- (a) a cross-liability clause, to the intent that each insured party shall be deemed to be separate insureds under the policy;
- (b) an express provision requiring the insurer to notify WesTrac if the policy of insurance is not renewed, lapses or is cancelled midterm; and
- (c) an acknowledgement from the insurer that in the event of loss or damage to the Goods, all monies derived from any insurance settlement will be used to either repair or replace the Goods. Such determination will be at the sole discretion of WesTrac.
- 13.5 The Customer must not do or permit or allow to be done anything which might or could prejudice any insurance of the Goods.
- 13.6 Whenever requested by a party, the other party will promptly provide the first party with copies of the certificates of currency for insurances required under this Contract.
- 13.7 The parties shall be responsible for and must pay any excess or deductible under insurance policies required by these Terms to the extent of their respective contributions to the loss or damage.
- 13.8 If the Customer fails to insure the Goods in accordance with this clause 13.3 and 13.4, WesTrac may, but is not obliged to, procure and maintain such insurance and the cost of doing so will be a debt due and immediately payable from the Customer to WesTrac.
- 13.9 The Customer must promptly inform WesTrac in writing of any event or circumstance that may give rise to a claim under insurance required by clause 13.3 and keep WesTrac informed of subsequent developments and take all reasonable steps to ensure a prompt and favourable settlement of the claim.
- 14 TERMINATION OF CREDIT**
- 14.1 WesTrac reserves the right, in its sole and absolute discretion and without any obligation or duty to do so, to suspend, withdraw or cancel the credit facility at any time with or without notice.
- 14.2 WesTrac is not liable for any loss, damage or delay whatsoever arising from the refusal, suspension, withdrawal or cancellation by WesTrac to provide credit.
- 14.3 If WesTrac terminates a credit facility pursuant to clause 14.1, WesTrac may, without limitation, exercise its entitlements under clauses 15.3 and 15.4 of these Terms.
- 15 TERMINATION FOR CAUSE**
- 15.1 WesTrac may terminate the Contract, or any part of it, immediately by giving written notice to the Customer if the Customer:
- (a) commits a material breach of the Contract which is not remedied to WesTrac's satisfaction within seven (7) days of written notice from WesTrac; or
- (b) fails to take delivery pursuant to clause 5.3, which is not remedied within twenty-four (24) hours after receipt of written notice from WesTrac.
- 15.2 Either party may terminate the Contract, or any part of it, effective immediately, if the other party:
- (a) commits a material breach which is not remedied within fourteen (14) days after written notice from the other party;
- (b) is the subject of an insolvency event meaning:
- (i) the party becomes insolvent or is otherwise unable to pay its debts as and when they fall due;
- (ii) proceedings are commenced to appoint an external administrator or liquidator to the party;
- (iii) the party is placed under official management or administration;
- (iv) the party is presumed to be insolvent under the Corporations Act following a statutory demand; or
- (v) circumstances occur which, in WesTrac's sole discretion, indicate the Customer's inability to pay.
- 15.3 If either party terminates under clause 14 of these Terms or this clause 15, its rights will be as if the other party had repudiated and the first party elected to treat the Contract as at an end, and in the case of WesTrac terminating:
- (a) any deposits, slot fees and any other advanced payments paid, or required to be paid, will be forfeited to WesTrac;
- (b) all amounts owing to WesTrac or already invoiced by WesTrac to the Customer, shall immediately become due and payable;
- (c) WesTrac shall immediately be entitled to retake possession of all Goods in the possession or under the control of the Customer not paid for in full; and
- (d) if WesTrac has installed Goods on a machine which are not paid for in full, take possession of the machine and transport it to WesTrac's premises to remove WesTrac's Goods.
- 15.4 For the purpose of enabling WesTrac to retake possession of the Goods or a machine under clause 15.3, the Customer irrevocably:
- (a) authorises WesTrac, its employees, officers and appointed subcontractors to enter any of the Customer's premises in which the Goods may be located; and
- (b) appoints WesTrac, its employees, officers and appointed subcontractors as the Customer's agent as its agent to enter any premises in which Goods may be located.
- 16 TERMINATION FOR CONVENIENCE**
- 16.1 Either party may, in its sole discretion and for any reason whatsoever, cancel or terminate this Contract, or any part of it, by giving the other party 14 days' prior written notice.
- 16.2 If the Customer cancels or terminates this Contract, or any part of it, under clause 16.1, the Customer must pay to WesTrac as compensation for termination:
- (a) the Price for any Goods already delivered and Services (or part thereof) already completed;
- (b) the cost of any equipment, parts, components and materials ordered by WesTrac which it is liable to accept and cannot reasonably avoid or cancel;
- (c) any costs or losses arising due to the cancellation or termination of third party contracts including contract break-costs, cancellation fees and necessary redundancies;
- (d) reasonable demobilisation costs and any additional transport, freight, handling, packaging, consumables (fluids), insurance or maintenance costs; and
- (e) in the event of a cancellation or termination of a base machine which WesTrac is liable to accept and cannot reasonably avoid or cancel:
- (i) any deposits, slot fees and any other advance payments paid or required to be paid by the Customer;
- (ii) the difference between 15% of the Price and the amount paid or required to be paid under clause 16.2(e)(i) if any; and
- (iii) holding costs at the rate of 0.054% per day (for interest and depreciation) on the balance of the unpaid Price accruing daily from the date of payment.
- 16.3 If the Customer terminates under clause 14, WesTrac must mitigate its losses in all respects including by endeavouring to on-sell base-machines and other equipment and minimising all costs payable.
- 16.4 If WesTrac cancels or terminates this Contract or any part of it under clause 16.1, the Customer may claim its material, reasonable and additional proven direct costs assessed on an open book basis.
- 17 LIMITATION OF LIABILITY**
- 17.1 (Limit and overall cap) To the extent permitted by law, the liability of WesTrac, if any, arising out of or in connection with the supply of Goods or Services under this Contract, including for negligence, is limited:
- (a) in the case of Goods to which a manufacturer's warranty applies or has applied but expired, to that warranty;
- (b) for any other Goods, at the option and in the (reasonable) discretion of WesTrac:
- (i) to the replacement of the Goods or the supply of equivalent Goods;
- (ii) to the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- (iii) to the repair of the Goods by WesTrac or to the payment of the cost of having the goods repaired; and
- (c) in the case of Services, at the option and in the (reasonable) discretion of WesTrac:
- (i) to a refund of the amount paid for the Services; or
- (ii) to the supply of the Services again or payment for the cost of having the Services supplied again;
- and in any event and notwithstanding any other provision of this Contract, to an amount in aggregate of all claims up to 35% of the Price.
- 17.2 (Mutual time limit) Each party must notify the other of any claim, right, obligation or liability whatsoever arising under or in connection with the Contract within 12 months of when the party claiming was aware or ought reasonably to have been aware of the events or circumstances giving rise to the claim. Any failure to do so, releases the other party from all liability in connection with that claim and its subject matter.
- 17.3 (Exceptions to limits) The limitations in clauses 17.1 and 17.2 do not apply in relation to, or limit to any extent, a liability by one party to the other party in relation to the damage or destruction of any property (including third party property), injury, illness, disease or death or breach of intellectual property rights.
- 17.4 (Consequential loss) WesTrac shall not be liable to the Customer for any consequential, indirect or incidental loss, loss of profits, lost production or revenue, loss of anticipated savings, loss of opportunity, business reputation or damage to goodwill arising from or in connection with its supply under this Contract.
- 17.5 (Insurable losses) The total liability of either party to the other party arising out of or in connection with any damage to or destruction of property (including third party property), death, injury, illness or disease is limited to amounts recoverable, or that should have been recoverable, if the insurance policies required by the Contract are in place, or should have been in place.
- 18 INTELLECTUAL PROPERTY**
- 18.1 Each party licenses to the other party its intellectual property not created predominantly for the purpose of this Contract, whether coming into existence before or after the date of this Contract, limited to the extent necessary to enable the other party to supply, operate or use the Goods or the Services as the case may be.
- 18.2 In relation to any intellectual property coming into existence after the date of this Contract and predominantly for the purpose of it, ownership vests in and will be the property of WesTrac and WesTrac licenses the Customer to use that property for the purposes of operating or using the Goods or Services.
- 18.3 Each party warrants to the other that it is entitled to grant the intellectual property licenses under this clause, and indemnifies the other against any costs or losses in connection with any breach of third party intellectual property save to the extent caused by the other party.
- 19 ANTI-POACHING**
- 19.1 For the purpose of this clause, employing or employment includes being engaged as an employee, agent, contractor, or consultant, or in any other capacity and whether for remuneration or not.
- 19.2 While WesTrac carries out the Services and for a period of 6 months after completion of the Services, each party is prohibited from employing any individual of the other party engaged (directly or indirectly) in the Services including to solicit, induce or entice an employee of the other party.
- 19.3 The parties agree that to establish a breach it is only necessary to show that the relevant employee was engaged in the Services by the first party and commenced employment with the second (breaching) party.
- 19.4 If a party breaches this clause, it must pay to the innocent party the equivalent of 6 months of the employee's remuneration (with the first employer) to the other party within 14 days of being notified of the breach.
- 20 COMPLAINTS AND DISPUTES**
- 20.1 WesTrac takes complaints, disputes and differences very seriously. If either party wishes to raise a dispute or difference in connection with the Contract, it must promptly give the other notice in writing.
- 20.2 Within 14 days of a party giving notice under clause 20.1, the other party must provide to the first party a written response stating its position and thereafter:
- (a) within 7 days of that response, the respective involved managers must meet in person at least once to try to resolve the dispute in good faith in a **first meeting**;
- (b) failing a resolution within 7 days of that meeting, within a further 7 days, more senior delegates of each manager must meet in person to try to resolve the dispute in good faith in a **second meeting**;
- (c) failing a resolution within 7 days of the second meeting, within a further 7 days from that meeting, the managing director of the Customer and a General Manager of WesTrac must meet in person to try to resolve the dispute in good faith in a **third meeting**.
- 20.3 Except for urgent interlocutory or declaratory relief, as a condition precedent to the commencement of any court or tribunal proceedings, if a dispute or difference arises under or in connection with this Contract and the aggregated amount of either party's claims (excluding interest and costs) exceeds \$75,000 (exc GST), the dispute or difference shall be, and is hereby, referred to expert determination.
- 20.4 Failing agreement within 14 days of referral under clause 20.3, the President of the Institute of Arbitrators and Mediators Australia (IAMA) shall nominate and appoint the expert. The expert's determination will be final and binding in all respects and not an arbitration. Each party must bear its own costs of the determination and half of the expert's. The expert determination will be conducted in accordance with the IAMA Expert Determination Rules.
- 21 CONFIDENTIALITY AND PRIVACY**
- 21.1 WesTrac respects the privacy of personal information (**Personal Information**) including personal and contact information, such as an individual's name, street, postal and email addresses and telephone and fax numbers, professional information, financial and bank account details and consumer credit information.
- 21.2 The Customer acknowledges, accepts and agrees:
- (a) to WesTrac's privacy statement available from <http://www.westrac.com.au/pages/privacy.aspx>;
- (b) that WesTrac may obtain and use Personal Information of the Customer and disclose it to its Business Partners; and
- (c) that without using such information, WesTrac may not be able to properly provide the Goods or the Services.
- 21.3 For the sole purpose of assessing the creditworthiness of the Customer in connection with a credit facility, the Customer undertakes to provide signed written authorities to any third party on request by WesTrac, and authorises WesTrac to make relevant enquiries including:
- (a) reviewing any existing credit facility, obtain credit information or any report containing information about the Customer's commercial activities or credit worthiness, from a credit reporting agency, or any business which provides information about the credit worthiness of a person or an entity in relation to credit provided by WesTrac;
- (b) use, disclose or exchange with credit providers named in the Credit Application, credit providers that may be named in a credit report issued by a credit reporting agency, credit reporting agencies, and/or any collection agent of WesTrac or its related parties, information about the Customer's credit arrangements, including any information about the Customer's credit worthiness, credit standing, credit history or credit capacity; and
- (c) disclose a credit report, any information contained in it, and any information about the Customer's credit arrangements to WesTrac's Business Partners, agent or professional advisor involved in assessing the Application or the Customer's ongoing credit worthiness, or collecting payments overdue.
- 21.4 Subject to clause 21.5, neither party may disclose, or allow any person to disclose, confidential information to third parties including:
- (a) the subject matter, correspondence in respect of, and contents of this agreement (but not its actual existence);
- (b) information regarding a customer's machine;
- (c) the subject matter and the existence of any dispute or difference; and
- (d) the Price and any discounts, rebates or cost saving measures.
- 21.5 The obligations to maintain confidentiality under clause 21.3 apply except for a disclosure:
- (a) permitted with the prior written consent of the other party;
- (b) required by law, any stock exchange or court order; or
- (c) to the parties' respective Business Partners.
- 22 GOODS AND SERVICES TAX**
- Unless otherwise stated expressly all prices are exclusive of GST and the Customer must on demand pay to WesTrac all GST payable in respect of the supply of the Goods and the Services to the Customer.
- 23 LAW AND JURISDICTION**
- The Contract is governed by and will be construed in accordance with the laws of the State in which the WesTrac office or depot from which the Goods or Services were ordered, is located.
- 24 AMENDMENT**
- Subject to the Customer notifying WesTrac that it objects to any changes notified in writing within 30 days, any such changes notified in writing will bind the Customer in respect of any supply of Goods or Services from the date of notification.
- 25 SUBCONTRACTING AND ASSIGNMENT**
- 25.1 Neither party may assign, novate or transfer, the Contract or any payment, obligation, right, benefit or interest it has under the Contract without the prior written consent of the other party.
- 25.2 WesTrac may supply Goods or Services of Caterpillar Inc. (USA) and its related entities and subcontract any part of its obligations to that entity under this Contract without the consent of the Customer.
- 26 ENTIRE AGREEMENT**
- The Contract constitutes the entire agreement between the parties relating in any way to its subject matter. All prior negotiations, agreements, communications, understandings, representations about the subject matter of the Contract are of no effect.
- 27 MISCELLANEOUS**
- 27.1 If any part of the Contract is void or unenforceable, that part is severable from the Contract and the balance remains enforceable.
- 27.2 The words including, inclusive of, or similar expressions are not words of limitation.
- 27.3 If the Customer is more than one person or entity, each person or entity (as applicable) shall be jointly and severally liable to WesTrac.
- 27.4 Notices shall be deemed received on the earlier of actual receipt, a reply, notice of receipt or a period of 3 days after issue without the issuer having received notice of a non-receipt or failed delivery.
- 27.5 WesTrac may only waive a requirement or breach of the Contract in writing signed by it, and any such waiver is limited to the instance referred to (or if no instance is referred to in the waiver, to past breaches only).
- 27.6 Each party must bear its own legal, accounting and other costs of and incidental to the preparation and entering into the Contract.
- 27.7 Nothing constitutes a joint venture, agency, partnership or other fiduciary relationship between the Customer and WesTrac.
- 28 DEFINITIONS**
- 28.1 **Business Partners** means consultants, agents, financiers, lawyers and in the case of WesTrac, Caterpillar Inc (USA), its subsidiaries, affiliates and related parties including agents and contractors.

Title/Subject:	EVENTS SUBCOMMITTEE MEMBERSHIP
Agenda/Minute Number:	10.2
Applicant:	Nil
File Ref:	ADM 199
Disclosure of Interest:	Nil
Date of Report:	13 January 2021
Author:	Amy Thomas Community Development Officer  <i>Signature of Author</i>
Senior Officer:	Tralee Cable Community & Development Services Manager  <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council may consider appointing the members of a formal subcommittee to manage, plan and host an annual events calendar.

Attachments:

Nil

Background:

At the November 2020 meeting Council endorsed the following:

“Council endorse the creation of a formal Events Committee and request staff to compile a list of interested community candidates and a Terms of Reference to be presented at the December 2020 meeting for endorsement.”

At the December 2020 meeting Council endorsed the following:

“Council endorse the Terms of Reference for the Events committee as presented, and endorse the closure of the Festival Committee.”

Expressions of interest for the Events Subcommittee have been advertised and have ended. The interested candidates will help the staff continue the successful run of events by providing extra support throughout the entire events processes.

Comment:

With recent advertising for expressions of interest for the Events Committee the following community members have registered their interest:

- Andrew Binsiar
- Janine Binsiar
- Samuel Morrison
- Jo Bonnily
- Karen Glenn
- Robert Devene
- Chris Clancy
- Kadisen King
- Michelle Fyfe

This is diverse and capable group of community members who have all shown support and involvement for Shire run events previously. Each person has shown interest in the different types of events that could be held within Meekatharra. Those who have registered their interest are wanting to join the committee to provide practical support and ideas to allow for more events run in 2021 and beyond.

The Council Festival Committee appointed member was President Harvey Nichols, although Council has discretion to appoint as many members as deemed suitable. Councillors are encouraged to participate on the committee.

Consultation:

Nil

Statutory Environment:

Local Government Act 1995 (Part 5)

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr MR Hall

Council endorse the appointment of the following community members to the Events Committee –

- **Andrew Binsiar**
- **Janine Binsiar**
- **Samuel Morrison**
- **Jo Bonnily**
- **Karen Glenn**
- **Robert Devene**
- **Chris Clancy**
- **Kadisen King**
- **Michelle Fyfe**

along with Councillor HJ Nichols

CARRIED 5/0

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

Nil

12. CLOSURE OF MEETING

The Shire President, Cr HJ Nichols declared the meeting closed at 10.35am