



shire of
meekatharra

a golden prospect

SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 21 MAY 2022

COMMENCED AT 9.30AM

UNCONFIRMED

TABLE OF CONTENTS

1.	DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS	5
1.1	DECLARATION OF OPENING	5
1.2	DISCLAIMER READING.....	5
2.	RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OR ABSENCE.....	5
3.	RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	5
4.	PUBLIC QUESTION TIME	5
5.	APPLICATION FOR LEAVE OF ABSENCE	6
6.	PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS	6
7.	CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS	6
7.1	ORDINARY COUNCIL MEETING HELD 9 APRIL 2022	6
7.2	HEALTH BUILDING AND TOWN PLANNING MEETING HELD 9 APRIL 2022	6
7.3	SPECIAL COUNCIL MEETING HELD 12 MAY 2022	6
8.	ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION.....	6
9.	REPORTS OF COMMITTEES AND OFFICERS	7
9.1	OFFICERS MONTHLY REPORTS	7
9.1.1	WORKS & SERVICES MANAGER'S REPORT – APRIL 2022	7
9.1.2	AIRPORT MANAGER'S REPORT- APRIL 2022	10
9.1.3	YOUTH AND RECREATION SERVICES REPORT – APRIL 2022	12
9.1.4	RANGERS REPORT – APRIL 2022	13
9.1.5	STATUS REPORTS	14
9.2	FINANCE.....	19
9.2.1	MONTHLY FINANCIAL REPORT PERIOD ENDED APRIL 2022	19
9.2.2	OUTSTANDING DEBTORS	40
9.2.3	LIST OF ACCOUNTS ENDED 30 APRIL 2022.....	45
9.3	ADMINISTRATION	50
9.3.1	COUNCIL MEETING DATES FOR 2022/23	50
9.3.2	APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE 51/901	54
9.3.3	APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE 51/0123	58
9.3.4	APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE(S) E51/2098 AND E51/2099	64
9.3.5	REQUEST FOR DONATION OF COUNCIL MERCEDES RUBBISH TRUCK	73
9.3.6	DELEGATION REGISTER 2022	77
9.3.7	DONATION REQUEST – MARKUS SIMPSON	143
9.4	COMMUNITY DEVELOPMENT	146
9.5	HEALTH BUILDING AND TOWN PLANNING.....	146
9.6	WORKS AND SERVICE	146
10.	MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	146
11.	NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING.....	146
11.1	ABRA ROAD ACCESS & MAINTENANCE DEED AGREEMENT – ASHBURTON DOWNS ROAD.....	146
11.2	LLOYDS PLAZA SHOP 2 LEASE – TECHNOLOGY METALS	183

11.3	MEMORANDUM OF UNDERSTANDING – YOUTH FOCUS BOXING PROGRAM	189
12.	ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	196
13.	CONFIDENTIAL ITEMS	196
13.1	AIR BP REPRESENTATIVES AGREEMENT	196
13.2	CHIEF EXECUTIVE OFFICER – PROBATION PERIOD REVIEW	197
14.	CLOSURE OF MEETING	198
15.	CERTIFICATION BY PRESIDENT	198

UNCONFIRMED

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

The Shire President Cr H Nichols read the disclaimer out loud.

The Shire President invited newly elected Councillor Maurice Anderson to make his sworn declaration of office in the prescribed form before the Shire Chief Executive Officer.

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

Members

Cr HJ Nichols	Shire President
Cr MJ Smith	Deputy Shire President
Cr DK Hodder	
Cr MR Hall	
Cr BM Day	
Cr JC Holden	
Cr M Anderson	

Staff

Kelvin Matthews	Chief Executive Officer
Peter Dittrich	Deputy Chief Executive Officer
Svenja Clare	Community Development & Services Manager
Felicity Anderson	Executive Assistant

Apologies

Danny Humphries	Works & Services Manager
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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

Nil

6. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 ORDINARY COUNCIL MEETING HELD 9 APRIL 2022

Council Recommendation / Resolution:

Moved: Cr M Hall

Seconded: Cr M Smith

That the minutes from the Ordinary Council Meeting held Saturday 9 April 2022 be confirmed.

CARRIED 7/0

7.2 HEALTH BUILDING AND TOWN PLANNING MEETING HELD 9 APRIL 2022

Council Recommendation / Resolution:

Moved: Cr D Hodder

Seconded: Cr M Smith

That the minutes from the Health Building and Town Planning Meeting held 9 April 2022 be received.

CARRIED 7/0

7.3 SPECIAL COUNCIL MEETING HELD 12 MAY 2022

Council Recommendation / Resolution:

Moved: Cr Smith

Seconded: Cr J Holden

That the minutes from the Special Council Meeting held Thursday 12 May 2022 be confirmed.

CARRIED 7/0

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

I attended Cue Parliament on 22nd April 2022.

9. REPORTS OF COMMITTEES AND OFFICERS

9.1 OFFICERS MONTHLY REPORTS

9.1.1 WORKS & SERVICES MANAGER'S REPORT – APRIL 2022

Construction Crew

- **A67 – R2R Funded – Ashburton Downs – Meekatharra Road SLK 6.1 to SLK 12.1**
 - Culvert / Headwall completed, by Bulldog contracting.
 - Bitutek put back and booked for 30th May 2022

Contract and Council operator Maintenance Grading

- RRG – NGE - Ashburton Downs – Meekatharra Road – Start May 2022
- Council 12H– Meekatharra – Sandstone Road – start May 2022.
- Council 12H– Gabanintha – Nanine Road – Uno downs – Murchison Downs.
- M5 – NGE - Wiluna North Road – Completed, and
- NGE – Maintenance Grading Weelarrana West Rd then Jigalong Access Rd.

Flood Damage

- NGE-completed.
- MTF- almost completed.
- **Contractors Schedule for Flood Damage**
 - **NGE Contractor**
 - Completed.

MTF Services Contractor:

- Mt Clere Road at present.

Flood Damage – Monthly Report ending 30th of May 2022

Projects worked on during December 2021:

- R2R Ashburton Downs Meekatharra Rd.
- AGRN-899 Meekatharra Mt Clere Rd.
- AGRN-899 Munarra Rd.
- Ashburton Downs Mingah Springs Intersection, and
- R2R Culverts Ashburton Downs Meekatharra Rd.

Progress on Jobs

- AGRN-899 Monthly Works:
 - NGE returned after the rain event and completed the intersection on Ashburton Downs Meekatharra Rd and Mingah Springs Rd on 5/4/2022. This completed all works for NGE.
 - Rob Young carried out installation of guideposts and signs on the intersection from 7/4/22 through to 9/4/22. The Distance signs are still to be installed as delivery is expected mid-May 2022.
 - MTF Crew were delayed almost the whole of April due to the rain events. They started on the 10/4/22 on Munarra Rd and then stopped again until the 20/4/22. Extra funding was requested and approved from Greenfields to carry out extra repairs to floodway's on the return from the rain event. The works on Munarra Rd was completed along with the relocation and replacement of the cattle grid on the 29/4/22.

- MTF started work on the Meekatharra Mt Clere Rd on the 26/4/21 after having to relocate from Milgun Yarlalweelor Rd due to the wet weather damage to the floodway's and formation. Work will continue on Mt Clere Rd until complete then Milgun Yarlalweelor will be tackled again for the third time.
 - Bulldog Contracting commenced the culverts and cut off walls on the Ashburton Downs Meekatharra Rd on the 21/4/22. Works continued through to the end of the month. The works are expected to be complete at the end of the first week of May 2022.
- AGRN-899 Costing:
- Ashburton Downs Meekatharra Rd and Mingah Springs Intersection was completed a little over budget due to the delays experienced from the weather.
 - Meekatharra Mt Clere is tracking well with over 50% complete on Budget.
 - Milgun Yarlalweelor Rd is tracking ok, but with the weather delays, having 25% complete. We expect to be able to claim some extra money for the repairs of some floodway's to enable the transit of trucks to deliver gravel.
 - Munarra is completed with an extra \$35K claimed for the floodway repairs. The Shire's portion for the grid was completed under the allocated PO value.
 - Ashburton Downs Meekatharra Rd culverts are tracking ok but an extra 210 metres of cut off wall will need to be added to the project as a variation due to the oversight of an extra floodway during tendering process.

Summary

NGE have completed Ashburton Downs Meekatharra Rd and Mingah Rd intersection with only the distance signs to be installed in May 2022.

MTF crew completed Munarra Rd flood damage and the grid install on Munarra Rd. Works have been relocated from Milgun Yarlalweelor Rd to Mt Clere Rd due to the wet weather. All works except a few sections will be completed on Mt Clere with some section getting more damage from the last rain event enabling a reclaim for more funds through Flood Damage.

Greenfields have been engaged to reassess several roads in the Shire for flood damage received from the recent rain events. The only road that will possibly not be carried out from the current Flood Damage project is Trillbar Rd as I feel we may be able to get a larger claim from this recent rain event than the funds that allocated for the current program.

Bulldog contracting is tracking well with the works on the floodway's and culverts expected to be complete in the first week of May.

Budget and Progress Update

All Council and Contract works in line of COVID – 19 Guidelines.

Town Maintenance-Monthly Report

- Smashed glass across roadways, graffiti and damage to town signs,
- Footpaths swept to remove gravel coming from laneways due to motor bike activity and used blower, brooms and skid steer.
- Mowing has taken place and vegetation in laneways,
- Verges and laneways are being maintained and spraying done.
- Regular maintenances to plant used.
- Maintenance and cleaning carried out at cemetery.
- Removed rubbish from Main Street and generally around town and parks.
- Push up at rubbish tip regularly.

Plant Report

- Westrac repairs on bobcat.
- RMH- repairs 330DL excavator repairs main arm grease lines construction.
- RMH- repairs Mack superliner fuel line & centre bearing construction.
- ELS- Toyota dual cab service and windscreen.
- ELS- Single cab Toyota service.
- RMH- Repairs on 950H construction.
- RMH- service and repairs on 12H Ready for maintenance Grading.
- CNR Store - tyres and tyre repairs.
- 330DL- excavator bucket bolts construction.

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder

Seconded: Cr BM Day

That the Works and Services Manager's report for April 2022 be received.

CARRIED 7/0

9.1.2 AIRPORT MANAGER'S REPORT- APRIL 2022

Aircraft Movements and Statistics

Aircraft movements for General Aviation, Charter, RPT increased slightly in April likely due to a number of weather events requiring aircraft to stop in Meekatharra to take on extra fuel. RFDS movements decreased compared to March 2021 due to a period of operating with reduced staff capacities relating to staff shortages within the RFDS organization and Covid-19. Staffing levels at the RFDS Meekatharra base have returned to normal levels with the organization resuming a more normal FIFO roster schedule of month on/off in the next few months due to reduced impact of Covid-19 on their business model.

One aviation survey company working in the region accounted for 50% of the Avgas sales for April 22.

The figures below reflect the differences between April 2021 and April 2022.

	April 21	April 22	Variance
General Aircraft Landed:	91	97	+7%
RFDS Landed	64	50	-21%
Avgas	6,403	10,967	+71%
Jet A1	49,727	44,270	-11%
Total Fuel Sold	56,130	55,237	-1%

	YTD 2021	YTD 2022	Variance
General Aircraft Landed:	384	339	-12%
RFDS Landed	269	220	-18%
Avgas	31,911	31,99	0%
Jet A1	207,421	164,472	-21%
Total Fuel Sold	239,332	196,401	-18%

Aerodrome Works:

Aerodrome works for the month include:

- General maintenance and upkeep of facilities and equipment.
- Lawns / gardens and terminal plants upkeep.
- Ongoing weed spraying and chipping occurring airside along runway strips to keep weed growth to a minimum and restrict grass height.
- Slashing of long grass and weeds along runway strip edges and in vicinity of marker cones & gables.
- Runway 09/27 inspected on foot to allow for observation of movement surface and identification of any new or increased pavement cracking requiring sealing in upcoming crack patching program.
- Replacement of faulty/damaged Low Intensity Runway Lighting units.

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.

Aerodrome Security:

- Upgrade of airport CCTV was completed with additional monitoring facilities installed at the terminal.
- Installation of PA system for terminal.

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:

Airport Annual Technical Inspections (Physical & Electrical) were completed in March 2022. Receipt of the Electrical inspection identified no corrective actions to be undertaken with a number of items identified as requiring follow up due to changes in the CASA MOS139. At time of writing this report receipt of the Physical Report is pending. It should be noted no corrective actions were identified during the inspection as advised by the inspector.

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

Covid-19 restrictions within the community were relaxed by the WA Government with nearly all restrictions removed from April 29th. The wearing of face masks by all persons at the airport is still required except for those with a valid exemption. Ongoing monitoring and education of patrons will occur until the wearing of masks is no longer required.

CASA approval of the aerodrome manual review is currently pending notification.

Mike Cuthbertson
Airport Manager
01/05/2022

Officers Recommendation / Council Resolution:

Moved: Cr JC Hodder
Seconded: Cr MR Hall

That the Airport Manager's report for April 2022 be received.

CARRIED 7/0

9.1.3 YOUTH AND RECREATION SERVICES REPORT – APRIL 2022

Activity	Girls		Boys		Activity Total	No. of Sessions	Average Attendance
	5-11	12-18	5-11	12-18			
Volleyball	100	73	150	53	376	15	25
Movie night	23	28	20	34	105	4	21
Basketball	43	64	52	51	210	8	26
Art/Projects	43	64	52	51	210	8	26
Football	30	33	36	27	126	3	42
Mixed sports	55	31	80	22	188	7	27
Kidzone	115		80		195	15	13

The month of April was a busier than anticipated for the youth services team. We saw a return of constant attendance at our program after a Covid affected previous month. This was and continues to be great news as it means our youth are beginning to return to more positive routines and structures. Importantly this has aligned with numerous families returning to Meekatharra which has been the catalyst for a big increase in attendance at Kidszone and at our evening programs for the older youth of Meekatharra.

Some highlights of the month itself were our teams continued collaboration with Youth Focus and Yulella at the community Easter fun day and the success of our Easter holiday program which saw many parents joining in on activities alongside their kids.

The month of May will continue to be busy with kids returning to School and the continued school term program alongside the new addition of Adult Sports one evening a week. The Adult Sports evening with run alongside our regular program with our team splitting up on those nights to ensure our service delivery remains constant for the youth of Meekatharra. The month will also see the return of our collaboration with the Stephen Michael Foundation now that Covid restrictions have been eased.

So over all a very positive previous month with things looking even better in the near future.

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith
Seconded: Cr JC Holden

That the Youth Sport and Recreation Services Officer's report for April 2022 be received.

CARRIED 7/0

9.1.4 RANGERS REPORT – APRIL 2022

Prepared by P Smith, Canine Control
Date April 2022

5 - 7 APRIL 2022

COMPLAINTS RECEIVED:

No new complaints were received since the last visit.

ANIMALS TRAPPED:

Trapping cages were set at various locations around town and around the surrounding areas including residential and commercial buildings and monitored regularly. Two feral cats were caught during the evening.

ANIMALS DESTROYED:

Two feral cats were destroyed

FURTHER PATROLS:

Patrols were conducted around the townsite looking for suitable places to set cages. Patrols were conducted at the Hot Rod track, airport, cemetery, racetrack and the Sandstone Road. several other locations around town. All appeared correct. Early morning patrols and security checks were conducted around the townsite. Patrols were conducted of Peace Gorge, Town Oval, Rubbish Tip and Railway Dam and surrounding areas. Arrangements were finalised for the Murdoch Vet Program.

19 - 23 APRIL 2022

COMPLAINTS RECEIVED:

No new complaints were received since the last visit.

ANIMALS TRAPPED:

Trapping cages were set at various locations around town and around the surrounding areas including residential and commercial buildings and monitored regularly. Two feral cats were caught over four nights.

ANIMALS DESTROYED:

Two feral cats were destroyed

FURTHER PATROLS:

Carried out registrations and triage of animals ready for surgery during the Murdoch Vet Program. Performed microchipping when required. Went on patrols and collected animals for surgery.

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith
Seconded: Cr BM Day

That the Ranger's Report for April 2022 be received.

CARRIED 7/0

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	Responsibility	Action	Status
15.07.06	9.3.6	Meekatharra Heritage and Canyon Trails Project	CEO/ CONS	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.	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 Emailed 23/11/20 Proceeding as per original project	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 in January 2021 Council working group to be convened Presented at the April 2021 HBTP meeting	Complete Progressing Complete Complete Complete
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
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 Awaiting advice from Dept of Local Govt	Complete 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 Deed being negotiated	In Progress
27.06.20	9.5.3	Mission Australia Short Term Accommodation Proposal	CDO/CDSM	Mission and Housing contacted Dept of Housing working on asset disposal process Valuation being sought Settlement of property Lease agreement	Complete Complete Complete In Progress
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/CEO	Submitted 11/11/20	In Progress
17.10.20	10.3	New Meekatharra Hospital – Lobbying	CEO	Emailed Consultant 20/10/20 Actively lobbying	Complete In Progress
16.01.21	9.6.1	Local Roads & Community Infrastructure Program – Phase 2	CEO	Present at next works group meeting	In Progress
20.02.21	9.3.1	Bridge over Luke’s Pit – Project Feasibility Budget	PO	Email sent and acknowledged on 02/03/2021 to Westgold outlining project, awaiting response	In Progress
20.03.21	10.2	Heavy Haulage – Meekatharra – Sandstone Road and Gabanintha-Nannine Road	CEO	Emailed Monument Murchison Pty Ltd 23/03/2021	In Progress
17.04.21	9.5.1	Local Planning Scheme 4	CDSM	In Progress	In Progress
15.05.21	9.7.2	CRC Management & Tenancy Lloyds Outback Plaza	CEO/CDSM	Letter to CRC 18/5/21 Short Term Arrangements Longer Term Arrangements	Complete Complete In Progress
18.09.21	9.4.1	Extension to Boundaries of Reserve 45111	CDSM	Progressing	In Progress
18.09.21	9.7.2	Tender – Pavement Works at the Airport	CEO/CDSM	Progressing	In Progress

20.11.21	9.4.2	Town Mural Project	CDSM	Further discussion required Feb 2022 OCM Budget Amended Advised artist of council decision at Feb OCM, planning underway	Complete Complete In Progress
20.11.21	10.1	Tender – Pavement works at the Airport	CEO/CDSM	Ongoing	In Progress
19.02.22	9.3.2	Extraordinary Election – Postal/In Person Election	CEO	New Councillor to be sworn in	Complete
19.03.22	9.3.3	Sale of 70 Hill Street	CEO	Advertising	In progress
19.03.22	10.2	Meekatharra Town Hall Air Conditioning Quotations	CEO	Council Resolution April Meeting	Complete
19.03.22	10.3	Lloyds Plaza – Tenancy Expressions of Interest	CEO	Lease Executed	Complete
09.04.22	9.2.4	2022/2023 – Setting of the Annual Rate in the Dollar	ADCEO	Advert prepared for 01.05.2022, Objects and Reasons made public	Complete
09.04.22	9.3.1	Review of Policy Allowance Amounts	ADCEO	No further action	Complete
09.04.22	9.3.2	Annual Review of the Schedule of Fees & Charges	ADCEO	Changes made as per discussion. To be adopted with budget in June.	Complete
09.04.22	9.3.3	2022/23 Councillor Sitting Fees & President & Deputy President Allowance and ICT Allowance	ADCEO	No further action	Complete
09.04.22	9.3.4	Application for Mining Tenement Miscellaneous Licence 51/122	CEO	Letter sent	Complete
09.04.22	9.7.1	Mission Australia Lease – Lot 5 (64) Hill Street	CEO	Awaiting Mission Australia to execute Lease	In Progress
09.04.22	9.7.2	Lease of Speedway Complex Part Reserve 36131 to Yulella Aboriginal Corporation	CEO	Awaiting Yulella to execute Lease	In Progress
09.04.22	9.7.3	Lloyds Plaza Café Lease – Mama Moon's Bakery	CEO	Lease Executed	Complete
09.04.22	10.1	Meekatharra Town Hall Air Conditioning Quote	CEO	Purchase Order Issued	Complete

12.05.22	9.1	Budget Amendment – Purchase of 69 McCleary St	DCEO	Approved at special meeting	Complete
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Officers Recommendation / Council Resolution:

Moved: Cr M Hall
Seconded: Cr D Hodder


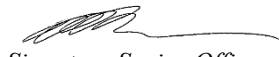
That the Status report be received.

CARRIED 7/0

UNCONFIRMED

9.2 FINANCE

9.2.1 MONTHLY FINANCIAL REPORT PERIOD ENDED APRIL 2022

File Ref:	ADM 171	
Date of Report:	10 May 2022	
Disclosure of Interest:	Nil	
Author:	Peter Dittrich Deputy Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews 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 DK Hodder

Seconded: Cr JC Holden

That the financial report for the period ending 30 April 2022 be received.

CARRIED 7/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 30 April 2022
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

*Statement of Financial Activity By Nature or Type

*Statement of Financial Activity by Program

Statement of Budget Amendments

*Note 1 Explanation of Material Variances

*Note 2 Net Current Funding Position

Note 3 Cash and Investments

Note 4 Budget Amendments

Note 5 Receivables

Note 6 Cash Backed Reserves

Note 7 Grants

Note 8a Capital Expenditure

Note 8b Capital Expenditure - Road Infrastructure Detail

Note 9 Capital Disposals

Report Purpose

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

* Indicates Statutory Report

Statement of Financial Activity

Is presented on page 2 and 3 and shows a surplus as at 30 April 2022 of \$8,724,101.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation.

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 April 2022

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
Operating Revenues							
Rates		\$ 4,752,175	4,752,175	\$ 4,752,005	\$ 4,885,015	\$ 133,010	% 2.80%
Operating Grants, Subsidies and Contributions	7	2,125,021	2,354,879	1,814,814	4,789,378	2,974,564	163.90%
Fees and Charges		1,305,450	1,302,063	1,113,464	1,161,959	48,495	4.36%
Interest Earnings		132,803	132,803	71,349	93,018	21,669	30.37%
Other Revenue		344,521	314,523	228,350	215,528	(12,822)	(5.62%)
Profit on Disposal of Assets	9	10,884	10,884	0	18,678	18,678	
Total Operating Revenue		8,670,854	8,867,327	7,979,982	11,163,576	3,183,594	
Operating Expense							
Employee Costs		(2,036,571)	(2,170,139)	(1,756,164)	(1,649,212)	(106,953)	(6.09%)
Materials and Contracts		(3,467,325)	(3,409,257)	(2,702,120)	(2,075,040)	(627,080)	(23.21%)
Utility Charges		(379,411)	(398,411)	(318,258)	(288,206)	(30,053)	(9.44%)
Depreciation on Non-Current Assets		(7,532,730)	(5,884,317)	(4,903,325)	(4,946,687)	43,362	0.88%
Insurance Expenses		(227,158)	(244,162)	(244,161)	(280,043)	35,882	14.70%
Other Expenditure		(282,671)	(278,671)	(175,067)	(122,142)	(52,925)	(30.23%)
Loss on Disposal of Assets	9	(112,315)	(112,315)	(94,814)	(336,664)	241,850	(255.08%)
Total Operating Expenditure		(14,038,181)	(12,497,272)	(10,193,909)	(9,697,993)	(495,916)	
Non-Operating Revenues							
Non-Operating Grants & Contributions	7	13,654,391	16,944,140	12,173,431	10,393,141	(1,780,290)	(14.62%)
Less Unspent Grants rec'd in current year	7	0	0	0	(725,645)	(725,645)	
Net Non-Operating Grants		13,654,391	16,944,140	12,173,431	9,667,495	(2,505,936)	
Total Comprehensive Income		8,287,064	13,314,195	9,959,504	11,133,078	1,173,574	
Funding Balance Adjustments							
Add back Depreciation		7,532,730	5,884,317	4,903,325	4,946,687	43,362	0.88%
Adjust (Profit)/Loss on Asset Disposal	9	101,431	101,431	94,814	317,986	223,172	235.38%
Adjust Provisions		0	0	0	0	0	
Net Cash from Operations		15,921,225	19,299,943	14,957,643	16,397,751	1,440,108	
Proceeds from Disposal of Assets	9	882,800	882,800	882,800	386,010	(496,790)	(56.27%)
Total Capital Revenues		882,800	882,800	882,800	386,010	(496,790)	
Non-Operating Expenses							
Land and Buildings	8	(1,615,905)	(1,740,905)	(667,273)	(672,811)	5,538	0.83%
Furniture and Equipment	8	(112,000)	(101,253)	(52,253)	(39,513)	(12,740)	(24.38%)
Plant and Equipment	8	(2,508,900)	(2,508,900)	(100,000)	(196,530)	96,530	96.53%
Infrastructure - Roads	8	(19,012,191)	(17,788,715)	(13,560,426)	(12,733,131)	(827,295)	(6.10%)
Infrastructure - Footpaths	8	(150,000)	(100,000)	0	0	0	0.00%
Infrastructure - Airports	8	(175,000)	(175,000)	(36,000)	(6,000)	(30,000)	(83.33%)
Infrastructure - Other	8	(1,151,203)	(1,252,703)	(242,060)	(29,747)	(212,313)	(87.71%)
Total Capital Expenditure		(24,725,199)	(23,667,476)	(14,658,012)	(13,677,732)	(980,279)	
Net Cash from Capital Activities		(23,842,399)	(22,784,676)	(13,775,212)	(13,291,722)	(1,477,069)	
Financing							
Transfer to Reserves	6	(1,959,690)	(1,959,690)	0	0	0	
Transfer from Reserves	6	450,000	150,000	0	0	0	
Net Cash from Financing Activities		(1,509,690)	(1,809,690)	0	0	0	
Net Operations, Capital and Financing		(9,430,864)	(5,294,424)	1,182,431	3,106,027	1,923,596	
Opening Funding Surplus(Deficit)	2	9,430,864	5,618,075	5,618,075	5,618,075	0	0.00%
Closing Funding Surplus(Deficit)	2	0	323,651	6,800,505	8,724,101	1,923,596	

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

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 April 2022

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	4,752,175	4,752,005	4,885,015	133,010	2.80%	
General Purpose Funding - Other	1,970,063	1,453,220	4,463,776	3,010,556	207.16%	▲
Law, Order and Public Safety	16,220	12,996	18,570	5,574	42.89%	
Health	6,104	5,112	6,322	1,210	23.67%	
Education and Welfare	151,110	137,365	123,873	(13,492)	(9.82%)	
Housing	29,500	24,958	33,914	8,956	35.89%	
Community Amenities	144,426	132,554	111,716	(20,838)	(15.72%)	▼
Recreation and Culture	779,377	682,505	621,804	(60,701)	(8.89%)	
Transport	17,688,633	12,807,818	11,179,789	(1,628,029)	(12.71%)	▼
Economic Services	141,120	56,651	47,080	(9,571)	(16.89%)	
Other Property and Services	132,659	88,149	64,854	(23,295)	(26.43%)	▼
Total Operating Revenue	25,811,467	20,153,413	21,556,714	1,403,301		
Operating Expense						
Governance	(727,275)	(593,855)	(494,692)	(99,163)	(16.70%)	▼
General Purpose Funding	(233,176)	(181,083)	(163,203)	(17,880)	(9.87%)	
Law, Order and Public Safety	(203,537)	(171,258)	(124,974)	(46,284)	(27.03%)	▼
Health	(152,473)	(128,865)	(109,127)	(19,738)	(15.32%)	▼
Education and Welfare	(835,023)	(692,039)	(572,617)	(119,422)	(17.26%)	▼
Housing	(46,503)	(50,389)	(41,647)	(8,742)	(17.35%)	
Community Amenities	(702,681)	(462,064)	(397,337)	(64,727)	(14.01%)	▼
Recreation and Culture	(1,718,144)	(1,460,345)	(1,217,907)	(242,438)	(16.60%)	▼
Transport	(6,985,001)	(5,743,950)	(5,826,322)	82,372	1.43%	
Economic Services	(630,129)	(539,497)	(448,258)	(91,239)	(16.91%)	▼
Other Property and Services	(263,330)	(170,564)	(301,909)	131,345	77.01%	▲
Total Operating Expenditure	(12,497,272)	(10,193,909)	(9,697,993)	(495,916)		
Funding Balance Adjustments						
Add back Depreciation	5,884,317	4,903,325	4,946,687	43,362	0.88%	
Adjust (Profit)/Loss on Asset Disposal	101,431	94,814	317,986	223,172	235.38%	▲
Adjust Provisions	0	0	0	0		
Less Unspent Grants rec'd in current year	0	0	(725,645)	(725,645)		
Net Cash from Operations	19,299,943	14,957,643	16,397,749	1,440,106		
Non-Operating Revenues						
Proceeds from Disposal of Assets	882,800	882,800	386,010	(496,790)	(56.27%)	▼
Total Capital Revenues	882,800	882,800	386,010	(496,790)		
Non-Operating Expenses						
Land and Buildings	(1,740,905)	(667,273)	(672,811)	5,538	0.83%	
Furniture and Equipment	(101,253)	(52,253)	(39,513)	(12,740)	(24.38%)	▼
Plant and Equipment	(2,508,900)	(100,000)	(196,530)	96,530	96.53%	▲
Infrastructure - Roads	(17,788,715)	(13,560,426)	(12,733,131)	(827,295)	(6.10%)	
Infrastructure - Airports	(175,000)	(36,000)	(6,000)	(30,000)	(83.33%)	▼
Infrastructure - Other	(1,252,703)	(242,060)	(29,747)	(212,313)	(87.71%)	▼
Total Capital Expenditure	(23,667,476)	(14,658,012)	(13,677,732)	(980,279)		
Net Cash from Capital Activities	(22,784,676)	(13,775,212)	(13,291,722)	(483,489)		
Transfer to Reserves	(1,959,690)	0	0	0		
Transfer from Reserves	150,000	0	0	0		
Net Cash from Financing Activities	(1,809,690)	0	0	0		
Net Operations, Capital and Financing	(5,294,424)	1,182,431	3,106,027	1,923,596		
Opening Funding Surplus(Deficit)	5,618,075	5,618,075	5,618,075	0	0.00%	
Closing Funding Surplus(Deficit)	323,651	6,800,505	8,724,101	1,923,596		

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

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

SHIRE OF MEEKATHARRA
STATEMENT OF BUDGET AMENDMENTS
(Statutory Reporting Program)
For the Period Ended 30 April 2022

	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	4,752,175	0	4,752,175	4,752,005
General Purpose Funding - Other	1,740,205	229,858	1,970,063	1,453,220
Law, Order and Public Safety	16,220	0	16,220	12,996
Health	6,104	0	6,104	5,112
Education and Welfare	151,110	0	151,110	137,365
Housing	29,500	0	29,500	24,958
Community Amenities	144,426	0	144,426	132,554
Recreation and Culture	790,763	(11,386)	779,377	682,505
Transport	14,398,883	3,289,750	17,688,633	12,807,818
Economic Services	171,120	(30,000)	141,120	56,651
Other Property and Services	124,659	8,000	132,659	88,149
Total Operating Revenue	22,325,245	3,486,222	25,811,467	20,153,413
Operating Expense				
Governance	(731,275)	4,000	(727,275)	(593,855)
General Purpose Funding	(233,176)	0	(233,176)	(181,083)
Law, Order and Public Safety	(203,537)	0	(203,537)	(171,258)
Health	(152,473)	0	(152,473)	(128,865)
Education and Welfare	(841,523)	6,500	(835,023)	(692,039)
Housing	(29,500)	(17,003)	(46,503)	(50,389)
Community Amenities	(702,681)	0	(702,681)	(462,064)
Recreation and Culture	(1,765,344)	47,200	(1,718,144)	(1,460,345)
Transport	(8,523,213)	1,538,212	(6,985,001)	(5,743,950)
Economic Services	(617,129)	(13,000)	(630,129)	(539,497)
Other Property and Services	(238,330)	(25,000)	(263,330)	(170,564)
Total Operating Expenditure	(14,038,181)	1,540,909	(12,497,272)	(10,193,910)
Funding Balance Adjustments				
Add back Depreciation	7,532,730	(1,648,413)	5,884,317	4,903,325
Adjust (Profit)/Loss on Asset Disposal	101,431	0	101,431	94,814
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	15,921,225	3,378,718	19,299,943	14,957,642
Capital Revenues				
Proceeds from Disposal of Assets	882,800	0	882,800	882,800
Total Capital Revenues	882,800	0	882,800	882,800
Capital Expenses				
Land and Buildings	(1,615,905)	(125,000)	(1,740,905)	(667,273)
Furniture and Equipment	(112,000)	10,747	(101,253)	(52,253)
Plant and Equipment	(2,508,900)	0	(2,508,900)	(100,000)
Infrastructure - Roads	(19,012,191)	1,223,476	(17,788,715)	(13,560,426)
Infrastructure - Footpaths	(150,000)	50,000	(100,000)	0
Infrastructure - Airports	(175,000)	0	(175,000)	(36,000)
Infrastructure - Other	(1,151,203)	(101,500)	(1,252,703)	(242,060)
Total Capital Expenditure	(24,725,199)	1,057,723	(23,667,476)	(14,658,012)
Net Cash from Capital Activities	(23,842,399)	1,057,723	(22,784,676)	(13,775,212)
Financing				
Transfer to Reserves	(1,959,690)	0	(1,959,690)	0
Transfer from Reserves	450,000	(300,000)	150,000	0
Net Cash from Financing Activities	(1,509,690)	(300,000)	(1,809,690)	0
Net Operations, Capital and Financing	(9,430,864)	4,136,441	(5,294,423)	1,182,430
Opening Funding Surplus(Deficit)	9,430,864	(3,812,789)	5,618,075	5,618,075
Closing Funding Surplus(Deficit)	0	323,651	323,651	6,800,505

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Program)
For the Period Ended 30 April 2022

Note 1: EXPLANATION OF MATERIAL VARIANCES

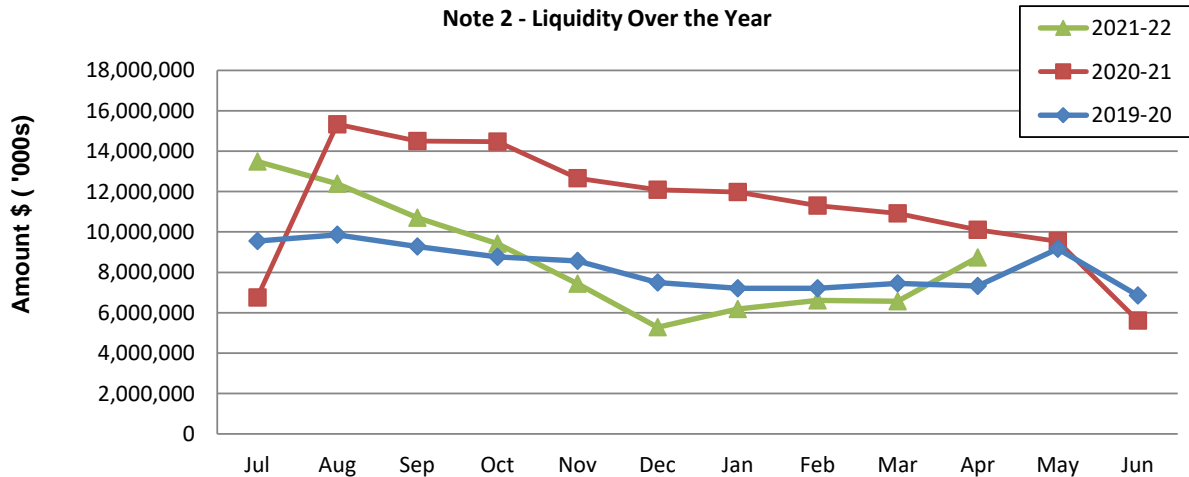
BY Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues					
	\$	%			
Governance	(80)	(100.00%)			Under variance reporting threshold.
General Purpose Funding - Rates	133,010	2.80%			Under variance reporting threshold.
General Purpose Funding - Other	3,010,556	207.16%	▲	Timing	In April the Grants Commission advanced an estimate of 75% of the proposed FY23 Financial Assistance grants to Council. (\$2.968M)
Law, Order and Public Safety	5,574	42.89%			Under variance reporting threshold.
Health	1,210	23.67%			Under variance reporting threshold.
Education and Welfare	(13,492)	(9.82%)			Under variance reporting threshold.
Housing	8,956	35.89%			Under variance reporting threshold.
Community Amenities	(20,838)	(15.72%)	▼	Timing	Burial charges \$15k lower than YTD budget. This is currently offset by lower burial expenses.
Recreation and Culture	(60,701)	(8.89%)			Under variance reporting threshold.
Transport	(1,628,029)	(12.71%)	▼	Timing	Wandrra funding is \$1.763M and LR&CIP \$287k lower than YTD budget. This is a timing issue with funds being claimed as expenditure occurs.
Economic Services	(9,571)	(16.89%)			Under variance reporting threshold.
Other Property and Services	(23,295)	(26.43%)	▼	Timing	Fuel diesel rebates are \$14k and other reimbursements \$9k lower than YTD budget. These may even out before end of year.
Operating Expense					
Governance	(99,163)	(16.70%)	▼	Timing	General members expenses (including meeting fees and election costs) are \$32k, RFDS \$43k, audit fees \$11k and admin allocation \$13k lower than YTD budget. Many of these are likely to even out during the year.
General Purpose Funding	(17,880)	(9.87%)			Under variance reporting threshold.
Law, Order and Public Safety	(46,284)	(27.03%)	▼	Timing	SES expenses \$14k, animal prevention \$8k and fire prevention expenses are \$21k lower than YTD budget. These may even out before the end of the year.
Health	(19,738)	(15.32%)	▼	Timing	Health consultant and admin expenses are \$17k lower than YTD budget. This may even out over the year.
Education and Welfare	(119,422)	(17.26%)	▼	Timing	Youth centre and education expenses are \$85k and CDO expenses \$31k lower than YTD budget.
Housing	(8,742)	(17.35%)			Under variance reporting threshold.
Community Amenities	(64,727)	(14.01%)	▼	Timing	Sanitation expenses (incl. waste collection) are \$34k lower than YTD budget - likely due to timing of receipt of invoices for the prior month. Town planning activities are \$10k and other community amenities expenditure relating to the cemetery and public toilets and facilities is \$23k lower than YTD budget. There may be savings in this area.
Recreation and Culture	(242,438)	(16.60%)	▼	Timing	Swimming pool expenses are \$40k, Lloyds building expenses \$59k, other recreation and recreation officer expenses \$122k lower than YTD budget. Some of these expenses may increase in the last 2 months of the year.
Transport	82,372	1.43%			Under variance reporting threshold.
Economic Services	(91,239)	(16.91%)	▼	Timing	Tourism and area promotion (incl. community events and tourism promotion) expenditure is \$89k lower than YTD budget. Some of this expense may be picked up in the last 2 months of the year and likely savings at year end.
Other Property and Services	131,345	77.01%	▲	Timing	Plant operation costs are \$93k and public works overheads \$80k more than YTD budget, and are partially offset by admin allocation \$38k lower than YTD budget. These variances are mostly timing with recovery budgets being spread evenly over 12 months.
Funding Balance Adjustments					
Add back Depreciation	43,362	0.88%			Under variance reporting threshold.
Adjust (Profit)/Loss on Asset Disposal	223,172	235.38%	▲	Permanent	Refer to Note 9 for Asset Disposal detail - Lower proceeds on sale of Plant realised than budgeted resulting in higher loss recorded.
Capital Revenues					
* Refer Statement by Nature or Type - Non-Operating Grants and Contributions	(1,780,290)	(14.62%)	▼	Timing	WANDRRA funding \$1.762m lower than YTD budget.
Proceeds from Disposal of Assets	(496,790)	0.00%	▼	Permanent	Refer to Note 9 for Asset Disposal detail - Lower proceeds on sale of Plant realised than budgeted.
Capital Expenses					
Land and Buildings	5,538	0.83%			Under variance reporting threshold.
Furniture and Equipment	(12,740)	(24.38%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Plant and Equipment	96,530	96.53%	▲	Timing	Refer to Note 8 for Capital Expenditure detail
Infrastructure - Roads	(827,295)	(6.10%)			Under variance reporting threshold.
Infrastructure - Footpaths	0	0.00%			Under variance reporting threshold.
Infrastructure - Airports	(30,000)	(83.33%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Infrastructure - Other	(212,313)	(87.71%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Opening Funding Surplus(Deficit)	0	0.00%			Under variance reporting threshold.

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

Note 2: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)			
Note	YTD 30 Apr 2022	Previous Month	YTD 30 Apr 2021
	\$	\$	\$
Current Assets			
Cash Unrestricted	7,848,177	6,592,441	9,108,502
Cash Restricted Reserves	21,136,920	21,136,920	21,280,349
Receivables - Rates and Rubbish	932,791	980,282	1,008,381
Receivables -Other	641,116	185,261	164,761
Provision for Doubtful debts	(93,876)	(93,876)	(167,097)
Interest / ATO Receivable/Trust	156,711	118,869	79,066
Inventories	146,255	161,973	92,773
	30,768,094	29,081,869	31,566,736
Less: Current Liabilities			
Payables	(168,152)	(208,303)	(91,237)
Bonds Held	(13,276)	(86,279)	(93,874)
Provisions	(369,103)	(369,103)	(354,285)
Unspent Grants Received this Year	(725,645)	(1,081,456)	0
	(1,276,176)	(1,745,141)	(539,396)
Net Current Assets	29,491,917	27,336,728	31,027,340
Less: Cash Reserves	(21,136,920)	(21,136,920)	(21,280,349)
Plus Provisions	369,103	369,103	354,285
Net Current Funding Position	8,724,100	6,568,911	10,101,276

Note 2 - Liquidity Over the Year



Comments - Net Current Funding Position

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Bonds \$	Balance of Account \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	278,732	0	0	278,732	Westpac	At Call
Air BP	Variable	66,890	0	0	66,890	Westpac	At Call
Maxi Account	Variable	8,098,252	0	0	8,098,252	Westpac	At Call
(b) Term Deposits							
549463	0.39%		21,136,920	0	21,136,920	Westpac	30-Jun-22
Total		8,443,874	21,136,920	0	29,580,794		

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	18 Sep 2021 - Item 9.2.4	Adopted Budget Closing Position	0		\$	\$	\$	\$
				Audited Opening Surplus	9,430,864	5,618,075			(3,812,789)	(3,812,789)
Revenue										
0181	↑	Financial Assistance Grant	18 Sep 2021 - Item 9.2.4	Operating Revenue	1,106,522	1,187,154		80,632	0	(3,732,157)
0211	↑	Local Road Grant	19 Feb 2022 - Item 9.2.4	Operating Revenue	482,189	631,415		149,226	0	(3,582,931)
4126	↓	Rental income - Lloyd's café	19 Feb 2022 - Item 9.2.4	Operating Revenue	17,078	5,693		0	(11,385)	(3,594,316)
8783	↑	Standpipe Fees	19 Feb 2022 - Item 9.2.4	Operating Revenue	10,000	18,000		8,000	0	(3,586,316)
5393	↓	Festival Income	19 Feb 2022 - Item 9.2.4	Operating Revenue	36,000	6,000		0	(30,000)	(3,616,316)
Non- Operating Revenue										
4601	↓	FESA - Natural Disaster	18 Sep 2021 - Item 9.2.4	Capital Revenue	10,080,269	9,938,039		0	(142,230)	(3,758,546)
5183	↑	Aerodrome Grant Income	18 Sep 2021 - Item 9.2.4	Capital Revenue	0	148,449		148,449	0	(3,610,097)
4601	↑	FESA - Natural Disaster	19 Feb 2022 - Item 9.2.4	Capital Revenue	9,938,039	13,221,569		3,283,530	0	(326,567)
Operating Expenditure										
8022	↓	Engineering Office & Other Exp	18 Sep 2021 - Item 9.2.4	Operating Expenses	2,000	12,000		0	(10,000)	(336,567)
YC29	↑	Town Mural Project	20 Nov 2021 - Item 9.4.2	Operating Expenses	0	15,000		0	(15,000)	(351,567)
0252	↓	Donations Various	20 Nov 2021 - Item 9.4.2	Operating Expenses	30,000	26,000		4,000	0	(347,567)
3981	↑	Utilities (Electricity) for Meeka FM	20 Nov 2021 - Item 9.4.2	Operating Expenses	0	4,000		0	(4,000)	(351,567)
CD9	↓	Orphans/Seniors Xmas dinner	19 Feb 2022 - Item 9.2.4	Operating Expenses	6,500	0		6,500	0	(345,067)
2663	↓	Housing Insurance	19 Feb 2022 - Item 9.2.4	Operating Expenses	50,776	67,781		0	(17,005)	(362,072)
3662	↓	Depn Pool	19 Feb 2022 - Item 9.2.4	Operating Expenses	177,503	69,900	(107,603)	107,603	0	(362,072)
3972	↑	Depn Sports, Park, Gym	19 Feb 2022 - Item 9.2.4	Operating Expenses	299,315	346,719	47,404	0	(47,404)	(362,072)
4882	↓	Depn Roads	19 Feb 2022 - Item 9.2.4	Operating Expenses	5,578,099	3,989,887	(1,588,212)	1,588,212	0	(362,072)
3812	↑	Reticulation Maintenance	19 Feb 2022 - Item 9.2.4	Operating Expenses	7,000	16,000		0	(9,000)	(371,072)
8914	↑	Standpipe Maintenance (includes usage)	19 Feb 2022 - Item 9.2.4	Operating Expenses	15,000	30,000		0	(15,000)	(386,072)
5932	↑	Tourism/Projects/Contributions with local shires (annual inclusion)	19 Feb 2022 - Item 9.2.4	Operating Expenses	25,000	38,000		0	(13,000)	(399,072)
5031	↓	Structural testing on airport pavement	19 Feb 2022 - Item 9.2.4	Operating Expenses	200,000	0		200,000	0	(199,072)
KZC08	↓	Kids Zone - Reticulation and reseeding of lawn	19 Feb 2022 - Item 9.2.4	Operating Expenses	5,000	0		5,000	0	(194,072)
4750	↑	Road Maintenance Various	19 Feb 2022 - Item 9.2.4	Operating Expenses	540,000	690,000		0	(150,000)	(344,072)
4900	↑	Traffic signs & control	19 Feb 2022 - Item 9.2.4	Operating Expenses	151,365	251,365		0	(100,000)	(444,072)

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										
0979	↑	Lot 204 Hill Street - Replace ATU /Septics	18 Sep 2021 - Item 9.2.4	Capital Expenses	0	10,000		0	(10,000)	(454,072)
0980	↑	Lot 927 McCleary Street - Renovate kitchen, bathroom and ensuite	18 Sep 2021 - Item 9.2.4	Capital Expenses	50,000	115,000		0	(65,000)	(519,072)
FDC00	↓	AGRN: 899 Various Roads	18 Sep 2021 - Item 9.2.4	Capital Expenses	12,216,768	10,774,699		1,442,069	0	922,997
MS03	↓	Mainstreet Scaping - Street Sculptures	20 Nov 2021 - Item 9.4.2	Capital Expenses	15,000	0		15,000	0	937,997
CB66	↑	Landor Road Council funded Reseal	19 Feb 2022 - Item 9.2.4	Capital Expenses	337,000	455,593		0	(118,593)	819,404
4076	↓	Playground/Park at Queen Road/Consols	19 Feb 2022 - Item 9.2.4	Capital Expenses	52,000	0		52,000	0	871,404
5046	↓	Footpaths - New and Renewal	19 Feb 2022 - Item 9.2.4	Capital Expenses	150,000	100,000		50,000	0	921,404
SR13	↑	Lions park - Landscaping	19 Feb 2022 - Item 9.2.4	Capital Expenses	12,000	120,000		0	(108,000)	813,404
SR14	↑	Lions park - Seating/Tables/Bins/Gazebos	19 Feb 2022 - Item 9.2.4	Capital Expenses	5,000	50,000		0	(45,000)	768,404
SR15	↑	Lions park - BBQ's	19 Feb 2022 - Item 9.2.4	Capital Expenses	15,000	20,500		0	(5,500)	762,904
1324	↓	Admin Office Equipment - phone system	19 Feb 2022 - Item 9.2.4	Capital Expenses	20,000	9,253		10,747	0	773,651
2715	↑	New staff housing	19 Feb 2022 - Item 9.2.4	Capital Expenses	115,000	165,000		0	(50,000)	723,651
A67	↑	Ashburton Downs R2R funded	19 Feb 2022 - Item 9.2.4	Capital Expenses	1,100,000	1,200,000		0	(100,000)	623,651
Reserves										
8961/7070	↓	Transfer from Airport Runway Reserve	19 Feb 2022 - Item 9.2.4	Reserve	200,000	0		0	(200,000)	423,651
8961/7050	↓	Transfer from Building Reserve	19 Feb 2022 - Item 9.2.4	Reserve	100,000	0		0	(100,000)	323,651
							(1,648,411)	7,150,968	(5,178,907)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

Note 5: RECEIVABLES

Receivables - Rates and Rubbish Receivable

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

	YTD 30 Apr 2022 \$	30/06/2021 \$
Opening Arrears Previous Years	791,619	1,362,717
Levied this year	4,988,177	4,274,148
<u>Less</u> Collections to date	(4,847,006)	(4,845,246)
Equals Current Outstanding	932,791	791,619
Net Rates and Rubbish Collectable	932,791	791,619
% Collected	83.86%	

Note 2

Receivables - General

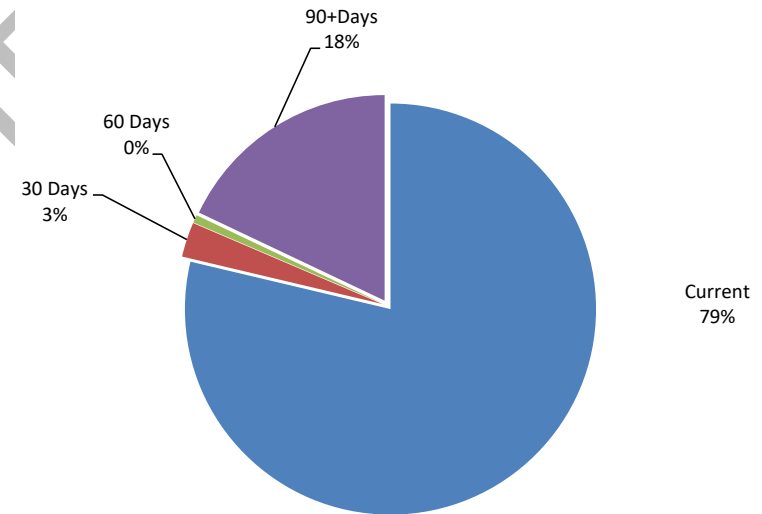
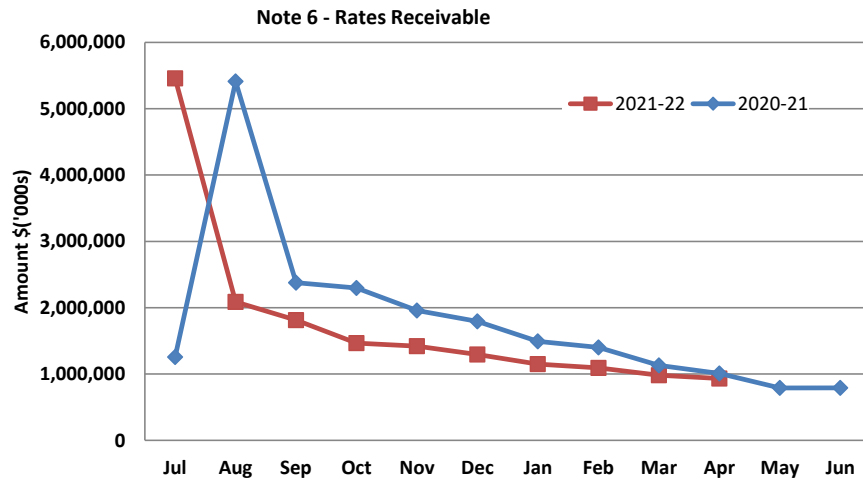
Receivables - Sundry Debtors

Total Sundry Debtors

	Current \$	30 Days \$	60 Days \$	90+Days \$
Receivables - Sundry Debtors	504,575	17,500	3,954	115,088
Total Sundry Debtors				641,116

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable (non-rates)



Comments/Notes - Receivables Rates

Rates were levied on 21-Jul-21
 Full Payment or Instalment 1 due 25-Aug-21
 Instalment 2 due 29-Oct-21
 Instalment 3 due 4-Jan-22
 Instalment 4 due 9-Mar-22

Comments/Notes - Receivables General

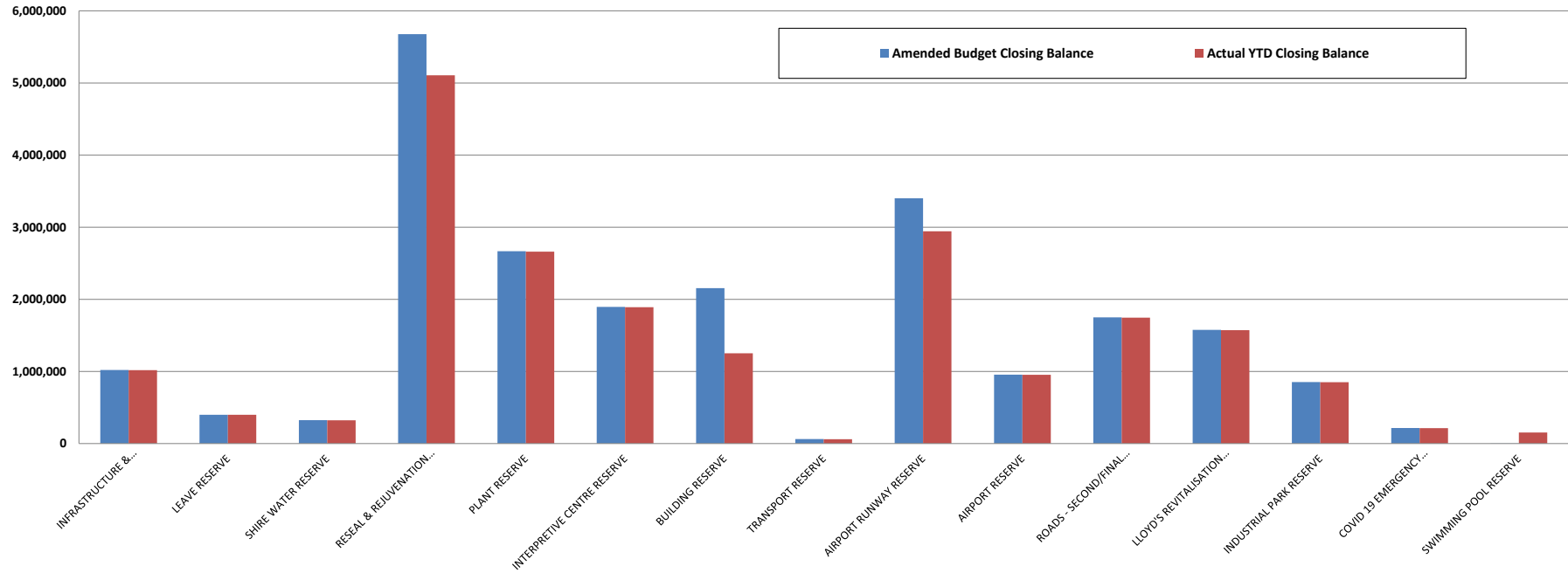
SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

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	1,017,378	1,846	1,846	0	0	0	0	0	0	1,019,224	1,017,378
LEAVE RESERVE	398,160	963	963	0	0	0	0	0	0	399,123	398,160
SHIRE WATER RESERVE	322,648	729	729	0	0	0	0	0	0	323,377	322,648
RESEAL & REJUVENATION RESERVE	5,105,618	11,530	11,530	0	559,680	0	0	0	0	5,676,828	5,105,618
PLANT RESERVE	2,660,383	6,008	6,008	0	0	0	0	0	0	2,666,391	2,660,383
INTERPRETIVE CENTRE RESERVE	1,891,233	4,271	4,271	0	0	0	0	0	0	1,895,504	1,891,233
BUILDING RESERVE	1,251,218	3,277	3,277	0	900,000	0	(100,000)	0	0	2,154,495	1,251,218
TRANSPORT RESERVE	61,207	138	138	0	0	0	0	0	0	61,345	61,207
AIRPORT RUNWAY RESERVE	2,943,192	6,647	6,647	0	451,747	0	(200,000)	0	0	3,401,586	2,943,192
AIRPORT RESERVE	953,396	2,153	2,153	0	0	0	0	0	0	955,549	953,396
ROADS - SECOND/FINAL SEALS RESERVE	1,744,753	3,940	3,940	0	0	0	0	0	0	1,748,693	1,744,753
LLOYD'S REVITALISATION RESERVE	1,571,704	4,014	4,014	0	0	0	0	0	0	1,575,718	1,571,704
INDUSTRIAL PARK RESERVE	849,846	1,919	1,919	0	0	0	0	0	0	851,765	849,846
COVID 19 EMERGENCY RESPONSE/CASHFLOW SUPPLEMENT RESERVE	214,000	483	483	0	0	0	0	0	0	214,483	214,000
SWIMMING POOL RESERVE	152,184	345	345	0	0	0	(150,000)	(150,000)	0	2,529	152,184
	21,136,920	48,263	48,263	0	1,911,427	0	(450,000)	(150,000)	0	22,946,610	21,136,920

Note 6: Cash Backed Reserves cont'd

Year To Date Reserve Balance to End of Year Estimate



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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

Note7a: UNTIED GRANTS

	2021-22	Variations	2021-22	Operating	Non- Operating	Recoup Status	
	Original Budget	Additions (Deletions)	Amended Budget			Funds Received	Balance to be received
	\$	\$		\$	\$	\$	\$
General Purpose Funding							
Financial Assistance Grant	1,106,522	80,632	1,187,154	1,187,154	0	2,890,367	(1,703,213)
Local Road Grant	482,189	149,226	631,415	631,415	0	1,442,401	(810,986)
Law, Order and Public Safety							
D.F.E.S. Operating Grant	6,920	0	6,920	6,920	0	4,403	2,517
S.E.S. Operating Grant	5,180	0	5,180	5,180	0	9,648	(4,468)
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	26,168	0	26,168	26,168	0	26,168	0
Youth Services Grant - D.C.P. - W.A.	85,642	0	85,642	85,642	0	88,527	(2,885)
Community Amenities							
Recreation and Culture							
Miscellaneous Grants - Rec Off	10,000	0	10,000	10,000	0	0	10,000
Recreation Grants	60,000	0	60,000	60,000	0	0	60,000
Transport							
Mrd - Direct Grant	321,376	0	321,376	321,376	0	321,376	0
Street - Lighting - Operating Grant	5,024	0	5,024	5,024	0	6,488	(1,464)
Economic Services							
Fundraising Misc Income	6,000	0	6,000	6,000	0	0	6,000
	2,125,021	229,858	2,354,879	2,354,879	0	4,789,378	(2,434,499)

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

	2021-22	Variations	2021-22	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	572,908	0	572,908	0	572,908	550,000	22,908	100,056	0
<i>Amount spent in prior year for Lloyds</i>								449,944	
Transport									
Local Roads & Community Infrastructure Program	574,130	0	574,130	0	574,130	287,065	287,065	0	287,065
Building Better Regions Fund Grant	1,431,465	0	1,431,465	0	1,431,465	444,821	986,644	1,820,257	0
Wandrra - Natural Disaster	10,080,269	3,141,300	13,221,569	0	13,221,569	8,175,169	5,046,400	17,180,892	0
R2R Grant	785,619	0	785,619	0	785,619	785,619	0	497,506	288,113
Mrd Road Project Grant	140,000	0	140,000	0	140,000	56,000	84,000	0	56,000
Aerodrome Grant Income	0	148,449	148,449	0	148,449	94,467	53,982	0	94,467
Economic Services									
Toilets at Peace Gorge	70,000	0	70,000	0	70,000	0	70,000	0	0
	16,944,140	3,289,749	20,233,889	0	16,944,140	10,393,141	6,550,999	20,048,655	725,645

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

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 - PLANNING AND STAGE 1 OF OFFICE RECONFIGURATION	1328	AC13	140,000	0	140,000	0	0	0	
ADMIN BUILDING CAPITAL - REPLACE ALL WINDOWS WITH DOUBLE GLAZED	1328	AC15	60,000	0	60,000	0	600	600	
YC - SPLIT SYSTEM AIRCONDITIONER IN TV ROOM	1328	YCC11	3,500	0	3,500	0	0	0	
DOMESTIC VIOLENCE BUILDING PURCHASE	2533		200,000	0	200,000	200,000	193,062	(6,938)	
LOT 303 CAPITAL IMPROVEMENTS	1328	0921	80,000	0	80,000	0	43,275	43,275	
LOT 220 CAPITAL IMPROVEMENTS	1328	0923	31,857	0	31,857	31,857	28,668	(3,189)	
LOT 87 CAPITAL IMPROVEMENTS	1328	0926	8,000	0	8,000	0	0	0	
LOT 408 HILL ST - CAPITAL IMPROVEMENTS	2437	0927	47,250	0	47,250	47,250	0	(47,250)	
SPORTS COMPLEX RESIDENCE - CAPITAL IMPROVEMENTS	2704	0930	10,000	0	10,000	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	6,023	6,023	
AIRPORT RESIDENCE - CAPITAL IMPROVEMENTS	2704	0934	23,100	0	23,100	0	0	0	
1/16 REGAN ST - CAPITAL IMPROVEMENTS	2704	0935	10,000	0	10,000	0	0	0	
3/16 REGAN ST - CAPITAL IMPROVEMENTS	2704	0937	0	0	0	0	6,078	6,078	
4/16 REGAN ST - CAPITAL IMPROVEMENTS	2704	0938	5,000	0	5,000	0	0	0	
LOT 17 MAIN ST - CAPITAL IMPROVEMENTS	2704	0939	5,000	0	5,000	0	0	0	
LOT 204 HILL ST - CAPITAL IMPROVEMENTS	2704	0979	16,000	10,000	26,000	0	0	0	
LOT 927 MCCLEARY ST - CAPITAL IMPROVEMENTS	2704	0980	50,000	65,000	115,000	115,000	102,938	(12,062)	
LOT 294 HILL ST - CAPITAL IMPROVEMENTS	2704	0981	13,500	0	13,500	0	10,813	10,813	
NEW STAFF HOUSING	2715		115,000	50,000	165,000	165,000	166,955	1,955	
HALL - REPLACE EVAP WITH OTHER COOLING/HEATING SYSTEM & ASSOC.									
ELECTRICAL WORKS	2704	HC03	100,000	0	100,000	0	0	0	
PUBLIC TOILETS CAPITAL EXPENDITURE	3094	HC09	12,000	0	12,000	0	0	0	
CEMETERY CAPITAL EXPENDITURE - BUILDINGS	3292	HC14	9,000	0	9,000	0	0	0	
POOL - BUILDINGS	3666		15,082	0	15,082	0	0	0	
OSR - PICTURE GARDENS - UGRADE TOILETS	3094	SR22	90,450	0	90,450	0	4,091	4,091	
UPGRADE MAIN BUILDING , INC AIR CON, HWS, LIGHTING AND CIRCUIT BOARD	3094	SR23	9,550	0	9,550	9,550	0	(9,550)	
INDOOR CRICKET CENTRE	4036		100,000	0	100,000	0	0	0	
MASONIC LODGE - CAPITAL	4171		11,000	0	11,000	0	0	0	
STAGE 1 - LLOYDS RENOVATIONS	4191		193,616	0	193,616	98,616	100,056	1,440	
DEPOT CAPITAL - RELACE FRONT DOORS ON TOWN GARDENERS SHED		DC15	3,500	0	3,500	0	0	0	
DEPOT CAPITAL - RENOVATION OF OFFICE		DC16	90,000	0	90,000	0	9,890	9,890	
DEPOT CAPITAL - RENOVATE ABLUTIONS		DC17	20,000	0	20,000	0	0	0	
AIRPORT - PAINT STORE BUILDING	5344		3,500	0	3,500	0	0	0	
RED SANDBOX - REPLACE SHADE STRUCTURE		EC05	10,000	0	10,000	0	0	0	
COMMUNITY RESOURCE CENTRE - BUILDING	9681		120,000	0	120,000	0	0	0	
LOT 208 CAPITAL IMPROVEMENTS		0929	0	0	0	0	363	363	
Buildings Total			1,615,905	125,000	1,740,905	667,273	672,811	5,538	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

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
Furniture & Office Equip.									
COUNCIL CHAMBERS - FURNITURE AND EQUIPMENT	0254		32,000	0	32,000	0	0	0	
COMPUTER EQUIPMENT	1244		10,000	0	10,000	10,000	8,171	(1,829)	
ADMIN OFFICE EQUIPMENT	1324		20,000	(10,747)	9,253	9,253	9,252	(1)	
KZ - REPLACE GAS STOVE WITH NEW		KZC01	2,000	0	2,000	0	0	0	
KZ - WATER FOUNTAIN		KZC06	5,000	0	5,000	0	0	0	
KZ - OUTDOOR SETTING FOR UNDER VERANDAH		KZC09	1,500	0	1,500	0	0	0	
YC - REPLACEMENT COUCHES		YCC12	5,000	0	5,000	5,000	4,815	(185)	
YC - OFFICE FURNITURE AND CHAIRS		YCC13	7,000	0	7,000	7,000	7,058	58	
YC - COMMERCIAL FRIDGE		YCC14	2,500	0	2,500	0	4,085	4,085	
HALL - PROJECTOR AND SCREEN		HC06	6,000	0	6,000	0	0	0	
HALL - 3 DOOR GLASS FRIDGES		HC13	10,000	0	10,000	10,000	6,132	(3,868)	
HALL - REPLACEMENT OVEN		HC15	8,000	0	8,000	8,000	0	(8,000)	
OSR - PICTURE GARDENS - ARTIFICIAL TURF		SR11	3,000	0	3,000	3,000	0	(3,000)	
Furniture & Office Equip. Total			112,000	(10,747)	101,253	52,253	39,513	(12,740)	
Plant , Equip. & Vehicles									
CEO VEHICLE	1224		64,000	0	64,000	0	63,568	63,568	
PROJECT OFFICERS VEHICLE	1332		60,000	0	60,000	0	60,730	60,730	
DCEO VEHICLE	1355		60,000	0	60,000	60,000	61,869	1,869	
MOSQUITO FOGGER	2374		8,000	0	8,000	0	0	0	
YOUTH CENTRE VEHICLE	2448		40,000	0	40,000	40,000	0	(40,000)	
COMMUNITY BUS	3880		120,000	0	120,000	0	0	0	
WATER TRAILER	5005		30,000	0	30,000	0	0	0	
MISC PLANT (SMALL EQUIPMENT > \$5000 EX GST)	5014		10,000	0	10,000	0	10,364	10,364	
CARAVANS & EQUIPMENT	5034		500,000	0	500,000	0	0	0	
DOWN HOLE BORE PUMPS AND TRAILERS	5064		110,000	0	110,000	0	0	0	
VARIOUS UTILITIES	5084		128,000	0	128,000	0	0	0	
SWEEPER	5094		361,000	0	361,000	0	0	0	
TRUCK	5124		350,000	0	350,000	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	0	0	0	
TRAILER	5264		20,000	0	20,000	0	0	0	
MULTITYRE RUBBER WHEEL ROLLER	5294		185,900	0	185,900	0	0	0	
EXCAVATOR	5331		30,000	0	30,000	0	0	0	
LOADER	5334		348,000	0	348,000	0	0	0	
Plant , Equip. & Vehicles Total			2,508,900	0	2,508,900	100,000	196,530	96,530	
Roads Infrastructure									
ROAD CONSTRUCTION VARIOUS	4200		19,012,191	(1,223,476)	17,788,715	13,560,426	12,733,131	(827,295)	See Note 8b for Road project details
Roads Infrastructure Total			19,012,191	(1,223,476)	17,788,715	13,560,426	12,733,131	(827,295)	
Footpath Infrastructure									
FOOTPATHS - NEW AND RENEWAL	5046		150,000	(50,000)	100,000	0	0	0	
Footpath Infrastructure Total			150,000	(50,000)	100,000	0	0	0	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

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
Airport Infrastructure									
RUNWAY CONSTRUCTION		1210	30,000	0	30,000	30,000	0	(30,000)	
AIRPORT APRON & PARKING AREAS		1215	37,000	0	37,000	0	0	0	
FOG SEAL & CRACK SEALING		1218	30,000	0	30,000	0	0	0	
AERODROME - LINE MARKING		1220	78,000	0	78,000	6,000	6,000	0	
Airport Infrastructure Total			175,000	0	175,000	36,000	6,000	(30,000)	
Other Infrastructure									
YC - UPGRADE TO ENTRY GARDEN	2436	YCC04	3,000	0	3,000	0	0	0	
YC - WATER FOUNTAIN (OF TOILET BLOCK)	2436	YCC07	5,000	0	5,000	0	0	0	
YC - LANDSCAPING	2436	YCC09	10,000	0	10,000	0	0	0	
YC - RACKS FOR SPORTING EQUIPMENT	2436	YCC10	2,000	0	2,000	0	0	0	
KZ - PAVING OF COURTYARD (APPROX 15X 6M)	2436	KZC07	6,000	0	6,000	6,000	0	(6,000)	
KZ - RETICULATION AND RESEEDING OF LAWN	2440	KZC08	5,000	(5,000)	0	0	0	0	
KZ - SHADE OVER PLAYGROUND	2824	KZC10	40,000	0	40,000	0	0	0	
REFUSE SITE - CONSTRUCTION OF TYRE DISPOSAL AREA	2824		52,500	0	52,500	5,500	5,588	88	
CEMETERY - OTHER INFRASTRUCTURE	3274		0	0	0	0	0	0	
TOWN DRINKING FOUNTAIN	3286		5,000	0	5,000	0	0	0	
CORNISH LIFT	3624		35,000	0	35,000	0	0	0	
POOL - MAIN POOL, WADING POOL & OTHER INFRASTRUCTURE	3694		215,000	0	215,000	215,000	0	(215,000)	
LUKES PIT WATER SCHEME	3944		30,000	0	30,000	0	0	0	
LIONS PARK - LANDSCAPING (INCLUDES REMOVAL OF BMX TRACK)	3994	SR13	12,000	108,000	120,000	10,560	17,175	6,615	
LIONS PARK - SEATING AND TABLES	4015	SR14	5,000	45,000	50,000	0	0	0	
LIONS PARK - BBQ	4015	SR15	15,000	5,500	20,500	5,000	5,234	234	
PLAYGROUND - RETICULATION	4015	SR16	5,000	(5,000)	0	0	0	0	
PLAYGROUND - TREES AND TREE GUARDS	4015	SR17	5,000	(5,000)	0	0	0	0	
SPEEDWAY/HOTROD/GOKART CAPITAL EXPENSE	4066	SR18	10,000	(10,000)	0	0	0	0	
PLAYGROUND - SEATS	4076	SR19	2,000	(2,000)	0	0	0	0	
PLAYGROUND - SHADE STRUCTURES	4076	SR20	20,000	(20,000)	0	0	0	0	
PLAYGROUND - LANDSCAPING	4076	SR21	10,000	(10,000)	0	0	0	0	
CANINE ENRICHMENT COMPOUND	4086		5,000	0	5,000	0	0	0	
MAINSTREET SCAPING - STREET SCULPTURES	4984	MS03	0	0	0	0	0	0	
MEEKA BICYCLE TRAIL	5378		50,000	0	50,000	0	0	0	
PEACE GORGE	5380		140,000	0	140,000	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		70,000	0	70,000	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	0	0	
ENTRY STATEMENT & SIGNS	5424		30,000	0	30,000	0	1,750	1,750	
Other Infrastructure Total			1,151,203	101,500	1,252,703	242,060	29,747	(212,313)	
Capital Expenditure Total			24,725,199	(1,057,723)	23,667,476	14,658,012	13,677,732	(980,279)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

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	0	0	0	Council Funded
Grids Construction	1266	150,000	150,000	0	0	0	Council Funded
Road Construction Misc	1267	600,000	600,000	350,000	325,699	(24,301)	Council Funded
Water Bores	1268	60,000	60,000	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	1,100,000	1,200,000	706,797	497,506	(209,291)	R2R & Council Funded
Landor Road - Bbrf Funded Business Case	BB66	1,915,163	1,915,163	1,915,162	1,820,257	(94,905)	BBRF & Council Funded
Mt Clere Rd - Construction	C1	110,000	110,000	0	0	0	Council Funded
Laneway Between Main Street & Hill Street	C134	0	0	0	2,485	2,485	Council Funded
Alternate Heavy Haulage Road - Council Funded	C135	25,000	25,000	0	0	0	Council Funded
High Street - Construction	C43	80,000	80,000	0	0	0	Council Funded
Savage Street - Construction	C44	85,000	85,000	0	0	0	Council Funded
Landor Rd - Council Funding	C66	350,000	350,000	0	700	700	Council Funded
Ashburton Downs-Meekatharra Rd - Construction	C67	325,000	325,000	32,500	32,574	74	Council Funded
Landor Road - Council Funded - Second Coat Seal	CB66	337,000	455,593	455,593	455,593	(0)	Council Funded
Agrr: 899 (Feb 2020) General Expense	FDC00	12,216,768	10,774,699	8,796,475	129,809	(8,666,666)	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Meekatharra - Mt Clere Road	FDC1	0	0	0	548,992	548,992	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Peak Hill - Three Rivers Road	FDC2	0	0	0	50	50	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Youno Downs Road	FDC22	0	0	0	342,489	342,489	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Milgun Yarlarweelor Road	FDC26	0	0	0	217,017	217,017	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Woodlands - Mt Augustus Road	FDC28	0	0	0	2,367,663	2,367,663	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Munarra Station Road	FDC31	0	0	0	81,859	81,859	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Mingah Springs Road	FDC41	0	0	0	485,079	485,079	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Tangadee Road	FDC63	0	0	0	236,487	236,487	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Ashburton Downs Meekatharra Road	FDC67	0	0	0	3,629,642	3,629,642	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Meekatharra Sandstone Road	FDC68	0	0	0	166,296	166,296	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Pingandy Road	FDC69	0	0	0	306,714	306,714	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Killara Road	FDC8	0	0	0	64,856	64,856	WANDRRA
Agrr: 899 (Feb 2020) Flood Damage - Hillview - Murchison Downs Road	FDC80	0	0	0	13,494	13,494	WANDRRA
Landor Road - Local Roads & Community Infrastructure Program	LR66	1,148,260	1,148,260	1,146,399	1,007,871	(138,528)	LCRIP
Ashburton Rd - Regional Road Group Funding	RR67	210,000	210,000	157,500	0	(157,500)	RRG
Roads Infrastructure Total		19,012,191	17,788,715	13,560,426	12,733,131	-827,295	

Comments

Net Flood Damage Works	12,216,768	10,774,699	8,796,475	8,590,446	(206,029)	WANDRRA
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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2022

Note 9: CAPITAL DISPOSALS

Original Budget Profit/(Loss) of Asset Disposal			Asset Description	Actual YTD			Comments
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$					
			Education and Welfare				
28,868	15,000	(13,868)	2010 Hiace 3.0L T/D C/Bus M/T - Youth Centre			0	
			Recreation and Culture				
17,856	18,000	144	2014 Mitsubishi Mn Triton 4X4 Glx 2.5 Ltr 4 Cyl - Ysro			0	
			Other Sport & Rec				
31,000	13,500	(17,500)	2005 Toyota Coaster Bus			0	
			Transport				
1,467	1,400	(67)	1981 Arrow 4 Wheel Caravan	245	100	(145)	
3,048	3,000	(48)	1984 Dolly And Turntable	2,860	1,364	(1,496)	
128,557	128,000	(557)	1994 Caterpillar 613C Scraper	119,628	35,000	(84,628)	
1,467	1,400	(67)	1972 Coromal Caravan (Ex M.R.D.)	245	227	(18)	
44,900	45,000	100	1999 Traxcavator - Caterpillar 939C	44,859	27,273	(17,586)	
86,401	86,000	(401)	2005 12H Westrac Motor Grader (1CBU997)	84,903	90,909	6,006	
49,327	25,000	(24,327)	2005 Nissan UD Prime Mover (1CBX525)	47,382	18,182	(29,200)	
11,205	5,000	(6,205)	1992 Mercedes Benz Garbage Truck			0	
5,000	2,000	(3,000)	1995 Arrow Kerbing Machine			0	
17,000	17,000	0	1981 910 Caterpillar Loader (M6124)			0	
10,200	10,000	(200)	2003 Elross Construction Caravan	7,366	7,272	(94)	
9,420	9,500	80	2001 Scout 3500 Cement Truck			0	
29,829	29,500	(329)	1995 Maintenance Caravan On Drop Deck Low Loader	25,678	27,273	1,595	
68,546	30,000	(38,546)	2008 Nissan Prime Mover (1CZT537)	64,610	15,000	(49,610)	
213,553	213,500	(53)	2000 Cat 623F Scraper	194,211	45,455	(148,756)	
5,333	5,500	167	1988 Caravan - Exploration (Ex Mrd)	892	9,091	8,199	
26,792	20,000	(6,792)	1997 Isuzu Fts750 4X4 Service Truck	24,623	27,500	2,877	
51,133	54,500	3,367	2019 Toyota Lc70 Workmate - Construction Crew (Previous Leading Hand'S Vehicle)			0	
53,733	60,000	6,267	2018 Toyota Dual Cab Workmate - Leading Hand			0	
			Other Properties and Services				
43,355	43,000	(355)	2017 Toyota Prado Automatic Gxl - Ceo	41,837	42,273	436	
46,241	47,000	759	2018 Ford Ranger Wildtrak - Dceo	44,657	39,091	(5,566)	
984,231	882,800	(101,431)		703,996	386,010	(317,986)	

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 April 2022 that require reporting to Council.

Purchase Orders

There were no purchase orders to be presented to Council.

UNCONFIRMED

9.2.2 OUTSTANDING DEBTORS

Applicant:	Nil	
File Ref:	ADM 171	
Disclosure of Interest:	Nil	
Date of Report:	09 May 2022	
Author:	Peter Dittrich Deputy Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews 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:

Kelvin Matthews – 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 JC Holden
Seconded: Cr MR Hall

That Council receives the outstanding monthly Debtor Trial Balance for April 2022.

CARRIED 7/0

UNCONFIRMED

		Debtors Trial Balance							
		As at 30.04.2022							
Debtor #	Name	Credit Limit	30.01.2022		01.03.2022	31.03.2022	30.04.2022	Total	Comments for Debts >90 days
			GT 90 days	Age Of Oldest Invoice (90Days)	GT 60 days	GT 30 days	Current		
A124	AEROMETREX PTY LTD		0.00	0	0.00	0.00	32.84	32.84	
A049	AIR AUSTRALIA INTERNATIONA		0.00	0	0.00	0.00	34.19	34.19	
D096	ANDREW PETER DEAN		0.00	0	0.00	0.00	80.82	80.82	
A118	AVIAIR PTY LTD		0.00	0	0.00	0.00	222.96	222.96	
D087	AVIATION UTILITIES PTY LTD		0.00	0	0.00	0.00	73.76	73.76	
B134	BINSIAR, ANDREW (JNR)		0.00	0	0.00	0.00	0.00	-320.33	
B169	BINSIAR, ANDREW (SNR)		0.00	0	436.18	0.00	0.00	436.18	
B2	BP AUSTRALIA PTY LTD		0.00	0	0.00	158.27	0.00	158.27	
C172	CENTRAL WEST HEALTH AND RE		0.00	0	0.00	0.00	74.05	74.05	
K043	CHRIS CLANCY & KADISEN KIN		6922.75	200	2099.41	0.00	0.00	9022.16	needs follow up
B022	CLARK BUTSON - POLAR AVIAT		0.00	0	0.00	0.00	39.67	39.67	
C011	COMMERCIAL HOTEL		0.00	0	0.00	0.00	74.05	74.05	
C021	COMPLETE AVIATION SERVICES		0.00	0	0.00	467.80	654.92	1122.72	
C143	CORAL COAST HELICOPTER SER		0.00	0	0.00	0.00	0.00	-44.00	
C033	CURTIN FLYING CLUB INC		0.00	0	0.00	0.00	0.00	-22.00	
D1	DEPARTMENT OF EDUCATION		104479.84	710	0.00	0.00	0.00	104479.84	in negotiation
40	DEPARTMENT OF FIRE & EMER		0.00	0	0.00	0.00	410800.20	410800.20	
H007	DEPARTMENT OF HOUSING		0.00	0	0.00	0.00	0.00	-320.20	
D119	DESROSIERS, NICOLE		550.00	366	0.00	0.00	0.00	550.00	at debt collector
F069	FIDUCIARY ADMINISTRATION S		0.00	0	0.00	0.00	74.05	74.05	
F065	FLIGHT STANDARDS PTY LTD		0.00	0	0.00	0.00	22.00	22.00	
F049	FORTESCUE HELICOPTERS PTY		0.00	0	0.00	0.00	44.00	44.00	
F068	FUELTECH CONSULTING PTY LT		0.00	0	0.00	0.00	21048.30	21048.30	
G108	GIULIANO, JOE TREVOR JOHN		0.00	0	0.00	847.42	0.00	847.42	
G008	GOLDFIELDS AIR SERVICES		0.00	0	0.00	0.00	29.93	29.93	
G080	GRBIC, RICKY		213.99	761	0.00	0.00	0.00	213.99	paying off
G052	GROUNDWATER CONSULTING SER		0.00	0	0.00	0.00	0.00	-22.08	
H014	HELIBITS PTY LTD (HELIWEST		0.00	0	0.00	37.13	37.13	74.26	
H150	HELICOPTER LOGISTICS PTY L		0.00	0	0.00	0.00	23.94	23.94	
H096	HOOD GLENN NEIL		0.00	0	0.00	0.00	23.95	23.95	
J063	J & D AIR SERVICES PTY LTD		0.00	0	0.00	0.00	26.93	26.93	



		Debtors Trial Balance							
		As at 30.04.2022							
Debtor #	Name	Credit Limit	30.01.2022		01.03.2022	31.03.2022	30.04.2022	Total	Comments for Debts >90 days needs follow up
			GT 90 days	Age	GT 60 days	GT 30 days	Current		
			Of Oldest Invoice (90Days)						
F064	JAMES FORREST		90.00	149	0.00	0.00	0.00	90.00	
J064	JANDAKOT HELI-CO PTY LTD		0.00	0	0.00	0.00	27.54	27.54	
V027	JEFFRY PAUL VAN SCHIE		0.00	0	0.00	0.00	22.00	22.00	
J038	JIDI JIDI ABORIGINAL CORPO		0.00	0	0.00	125.82	0.00	125.82	
K027	KYANGA, ROBERT		0.00	0	0.00	0.00	0.00	-97.54	
L015	LACY CONTRACTING SERVICES		0.00	0	0.00	66.64	22.08	88.72	
L049	LEANNE SHARROCK		514.31	200	325.56	0.00	476.11	1315.98	paying off
D077	LESLEY DEGRUSSA		0.00	0	39.65	0.00	0.00	39.65	
L071	LIFELINE WA		0.00	0	0.00	0.00	975.10	975.10	
M191	MAGSPEC AVIATION LTD		0.00	0	0.00	26.93	0.00	26.93	
M227	MAJOR BLUE AIR PTY LTD		0.00	0	0.00	92.40	0.00	92.40	
S134	MARK STURGEON		0.00	0	0.00	0.00	0.00	-179.75	
MC1D	MEEKATHARRA CARAVAN PARK		0.00	0	0.00	65.60	68.10	133.70	
M03D	MEEKATHARRA CORNER STORE		0.00	0	0.00	0.00	51.70	51.70	
M148	MELISSA PRICE MP		0.00	0	5.25	0.00	0.00	5.25	
M141	MIDWEST SEPTICS		0.00	0	0.00	0.00	74.05	74.05	
M173	MT AUGUSTUS TOURIST PARK		0.00	0	0.00	0.00	24.65	24.65	
N009	NANTAY PTY LTD - MAROOMBA		0.00	0	93.54	0.00	0.00	93.54	
C113	NATIONAL JET EXPRESS PTY L		0.00	0	0.00	0.00	49854.26	49854.26	
N044	NEUK PORT AD-HAIR		0.00	0	230.95	0.00	229.88	460.83	
N051	NZF AERO PTY LTD		0.00	0	0.00	0.00	0.00	0.00	
L011	PAUL LYONS AVIATION PTY LT		0.00	0	0.00	0.00	369.49	369.49	
Y1	PAUL YATES		0.00	0	0.00	0.00	0.00	-50.88	
R061	PEL-AIR AVIATION PTY LTD (578.82	206	0.00	0.00	0.00	578.82	needs follow up
P109	PENJET PTY LTD		910.04	95	723.45	599.73	770.56	3003.78	needs follow up
P116	POINT AVIATION PTY. LTD (G		0.00	0	0.00	39.60	0.00	39.60	
P058	POLICE AIR WING SUPPORT UN		156.42	149	0.00	0.00	234.63	391.05	needs follow up
R071	ROADSTONE WEST PTY LTD		0.00	0	0.00	0.00	26.93	26.93	
R009	ROYAL AERO CLUB OF WA		0.00	0	0.00	44.00	32.32	76.32	
R005	ROYAL FLYING DOCTOR SERVIC		0.00	0	0.00	11501.23	5683.48	17184.71	
S055	SHINE AVIATION SERVICES		0.00	0	0.00	0.00	755.10	755.10	
M228	SHIRE OF MOUNT MAGNET		0.00	0	0.00	0.00	12668.75	12668.75	

		Debtors Trial Balance							
		As at 30.04.2022							
Debtor #	Name	Credit Limit	30.01.2022		01.03.2022	31.03.2022	30.04.2022	Total	Comments for Debts >90 days
			GT 90 days	Age	GT 60 days	GT 30 days	Current		
		Of Oldest Invoice (90Days)							
W045	SIMON WILDING		0.00	0	0.00	0.00	0.00	-50.10	
S007	SKIPPERS AVIATION		0.00	0	0.00	3240.00	0.00	3240.00	
S078	STAR AVIATION PTY LTD		0.00	0	0.00	187.12	0.00	187.12	
S154	THOMAS SPRIGG		16.50	149	0.00	0.00	0.00	16.50	needs follow up
T079	TX GLOBAL PTY LTD		0.00	0	0.00	0.00	26.93	26.93	
W112	WALTER WHIP & THE FLAMES		655.00	1263	0.00	0.00	0.00	655.00	needs follow up
W075	WESTCOAST SEAPLANES PTY LT		0.00	0	0.00	0.00	0.00	-129.40	

		Debtors Trial Balance						
		As at 30.04.2022						
Debtor #	Name	Credit Limit	30.01.2022		01.03.2022	31.03.2022	30.04.2022	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
		Of Oldest Invoice (90Days)						
Totals --- Credit Balances:		-1236.28	115087.67		3953.99	17499.69	505811.35	641116.42

UNCONFIRMED

9.2.3 LIST OF ACCOUNTS ENDED 30 APRIL 2022

Applicant:	Nil	
File Ref:	ADM 171	
Disclosure of Interest:	Nil	
Date of Report:	12 May 2022	
Author:	Peter Dittrich Deputy Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews 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:

The list of accounts paid under sub-regulation (1) is attached and the totals are as follows:

Municipal	\$ 1,750,796.65
Air BP	\$ 0.00
Trust	\$ 0.00
Total	\$ 1,750,796.65

Consultation:

Kelvin Matthews – 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 DK Hodder

Seconded: Cr BM Day

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

CARRIED 7/0

SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
21-May-22

Chq/EFT	Date	Name	Description	Amount	AIR BP
EFT19025	14/04/2022	ABCO PRODUCTS	CLEANING PRODUCTS - 1 X 120M TORK ADVANCED MINI CENTREFEED TOWEL, 2 X PUREGIENE 80M ROLL TOWEL, 2 X CLASSIC 10 ROLLS 25, 1 X CTN 1L TORK PREMIUM SOAP, 2 X 4KG CLEANMAX URINAL BLOCKS LEMON, 1 X CTN PUREGIENE® ANTI-BACTERIAL WIPES, FREIGHT FOR GOODS	-1187.32	
EFT19026	14/04/2022	AIRPORT LIGHTING SPECIALISTS (RESEARCH ENGINEERS)	1 PALBLUELENS V7/1224, 8 BLUE LENS, 2 PALREDWHITELENS RED/WHITE LENS, AND FREIGHT COST	-987.80	
EFT19027	14/04/2022	ASH, RYAN	REFUND OF GYM CARD BOND	-49.00	
EFT19028	14/04/2022	AUSTRALIA POST	POSTAGE MARCH 2022	-209.86	
EFT19029	14/04/2022	AUSTRALIAN TAXATION OFFICE	PAYG DEDUCTED	-30328.00	
EFT19030	14/04/2022	BARKLEY DAY	MEETING FEE - OCM, HBTP, AND TRAVEL - 9 APRIL 22	-1213.36	
EFT19031	14/04/2022	BOC GASES	CYLINDER RENT OXY & ACETYLENE 26/02/22 - 28/03/22	-52.53	
EFT19032	14/04/2022	BRAT ENDEAVOURS PTY LTD	SUPERVISION OF ROAD CONSTRUCTION - MT AUGUSTUS-WOODLAND ROADS, ASHBURTON DOWNS ROAD, VARIOUS SIGNS INSTALL WITHIN MEEKATHARRA SHIRE (MISSING / DAMAGED THAT REQUIRE REPLACEMENT)	-16951.88	
EFT19033	14/04/2022	BREEZE CONNECT PTY LTD	SUBSCRIPTION + CALL CHARGE FOR VIOP TELEPHONES FOR MARCH 2021/22	-134.50	
EFT19034	14/04/2022	C4 CLEANING	CLEANING MARCH 22 - OFFICE, PUBLIC TOILETS, YOUTH CENTRE, KIDZONE, INDOOR CRICKET CENTRE, CONSULTANT QUARTERS, LLOYDS CONFERENCE ROOM, GYM	-3217.50	
EFT19035	14/04/2022	CHEFMASTER AUSTRALIA	5 X CARTONS 120L BIN LINERS FOR TOWN BINS	-742.50	
EFT19036	14/04/2022	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-232.60	
EFT19037	14/04/2022	CLOUD PAYMENT GROUP (CLOUD COLLECTIONS P/LTD)	DEBT COLLECTION RATES AND DEBTORS MARCH 2022	-5944.17	
EFT19038	14/04/2022	CONTRACT AQUATIC SERVICES	CONTRACT MANAGEMENT FEE MARCH 2022, EXTRA HOURS FOR INTERM SWIMMING LESSONS 2022, DRY ACID 25KG AND CL2 10KG FOR POOL	-21935.83	
EFT19039	14/04/2022	CORSIGN WA PTY LTD	VARIOUS SIGNS FOR ROADWORKS AND INSTALLATION AROUND TOWN	-39722.10	
EFT19040	14/04/2022	DAVID KENNETH HODDER	MEETING FEE - OCM AND HBTP - 9 APRIL 22	-550.00	
EFT19041	14/04/2022	DOLYE, THOMAS	REFUND OF GYM CARD BOND	-30.00	
EFT19042	14/04/2022	DYENAMIC SUBLIMATION WA PTY LTD	NAIDOC SHIRTS 2022 - ADULT SHIRTS, KIDS SHIRTS, FREIGHT AND HANDLING, ARTWORK SET UP AND LAYOUT CHARGES, SURCHARGE - EXTRA LARGE SIZING 4XL AND OVER	-3511.75	
EFT19043	14/04/2022	EASIFLEET (EASI SALARY)	ADRIAN BAUMGARTEN NOVATED LEASE FORTNIGHT ENDING 31/3/22	-854.46	
EFT19045	14/04/2022	FRIG TECH SERVICES	REMOVE AND REPLACE 2 X 5KW SPLITS SYSTEMS - CAPITAL IMPROVEMENT TO 3/16 REGAN STREET, MEEKATHARRA	-6077.50	
EFT19046	14/04/2022	FUJIFILM BUSINESS INNOVATION AUSTRALIA PTY LTD	OFFICE PRINTING MARCH - DPP455, C6688, C6685 - ADMIN & DEPOT	-670.40	
EFT19047	14/04/2022	GERALDTON FLORAL STUDIO	FLORAL WREATH - STEPHEN HOARE MOTHERS FUNERAL FRIDAY 25TH MARCH 2022	-120.00	
EFT19048	14/04/2022	GREAT NORTHERN RURAL SERVICES (CRT)	REPLACEMENT SPRAY HANDPIECE	-264.18	
EFT19049	14/04/2022	GREENFIELD TECHNICAL SERVICES	ADMINISTRATIVE AND EVIDENCE GATHERING SERVICES ASSOCIATED WITH DRFAWA REINSTATEMENT WORKS ON AGRN 888 AND 899	-42538.08	
EFT19050	14/04/2022	HARVEY JAMES NICHOLS	MEETING FEE - OCM AND HBTP - 9 APRIL 22	-700.00	
EFT19051	14/04/2022	HARVEY NORMAN AV/IT OSBORNE PARK (WALKINS PTY LTD)	MOBILE PHONE & ACCESSORIES FOR DEPUTY CHIEF EXECUTIVE OFFICER	-787.95	
EFT19052	14/04/2022	HERSEYS SAFETY PTY LTD	HAYMES NEW LIFE EXTERIOR LOW SHEEN WHITE 15 LITRE PAINT (2 X), CLEAR SAFETY GLASSES (EWRX800 TYPE) 1 X BOX FOR CEMETARY	-607.20	
EFT19053	14/04/2022	HILLE THOMPSON & DELFOS (HTD)	UPDATE MEEKATHARRA CEMETERY MAP WITH NEW GRAVES AND UPDATES PROVIDE A0 MASTER COPY AND GRIDDED A3 MASTER COPY FOR PRINTING	-1116.50	
EFT19054	14/04/2022	JAYBRO CIVIL & SAFETY PRODUCTS (HJD INDUSTRIES)	2000 GUIDE POSTS - TRAFFIC SIGNS	-7601.42	
EFT19055	14/04/2022	LANDGATE	MINING TENEMENTS M2022/3	-308.95	
EFT19056	14/04/2022	LGRCEU (FORMERLY MUNICIPAL EMPLOYEES UNION)	PAYROLL DEDUCTIONS	-63.40	
EFT19057	14/04/2022	MANDURAH TOYOTA	NEW CEO VEHICLE (TOYOTA PRADO DSL WAGON GXL) WITH TRADE IN 2017 DIESEL WAGON PRADO GXL - P510	-22935.00	
EFT19058	14/04/2022	MARK SMITH	MEETING FEE - OCM AND HBTP - 9 APRIL 22	-550.00	
EFT19059	14/04/2022	MARKETFORCE PTY LTD	ADVERTISING - ENROL TO VOTE IN WEST AUSTRALIAN WEDNESDAY 2/3/22 AND SATURDAY 5/3/22 EDITIONS, DEATH NOTICE IN WEST AUSTRALIAN WEDNESDAY 9TH MARCH 2022 - MADELAINE WALLEY, IN MIDWEST TIMES 30/03/22 - DISPOSAL OF 70 HILL STREET, "DISPOSAL OF PROPERTY" THE WEST AUSTRALIAN THURSDAY 24/3/22, ADVERTISE NEW WSM POSITION 2/3/22	-4413.50	
EFT19060	14/04/2022	MATTHEW HALL	MEETING FEE - OCM AND HBTP - 9 APRIL 22	-975.74	
EFT19061	14/04/2022	MEEKATHARRA CORNER STORE	6 X 15 LTR NEVERFAIL WATER BOTTLES FOR DEPOT / OFFICE, P24 - ULP FUEL FOR SMALL PLANT / EQUIPMENT, P24 - 200 MM TWO STROKE OIL	-217.26	
EFT19062	14/04/2022	MEEKATHARRA GP CLINIC (PSM COUNTRY HEALTH PTY LTD)	PRE-EMPLOYMENT MEDICAL - FELICITY ANDERSON	-130.00	
EFT19063	14/04/2022	MTF SERVICES	FLOOD DAMAGE WORK - MT AUGUSTUS WOODLAND ROAD CYCLE 48, MT CLERE ROAD CYCLE 50&51, YARLAWHEELOR ROAD CYCLE 51, MUNARRA ROAD CYCLE 51	-699263.40	
EFT19064	14/04/2022	NODE1 PTY LTD	INTERNET SERVICES - MAY 2022	-2096.00	
EFT19065	14/04/2022	NORRIS & HYDE IT (NH-IT) PTY LTD	3CX PBX CLOUD HOSTING APRIL 2022	-79.95	
EFT19066	14/04/2022	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD (NGE)	FLOOD DAMAGE WORK - ASHBURTON DOWNS-MEEKATHARRA ROAD 18/2/2022-3/3/2022	-241747.00	
EFT19067	14/04/2022	OCEAN CENTRE HOTEL	ACCOMMODATION FOR PROJECT OFFICER'S WORK TRIP TO GERALDTON 23/3/22 -25/3/22	-480.50	
EFT19068	14/04/2022	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	MONTHLY FEE FOR DAILY MONITORING AND VARIOUS SUPPORTING SERVICES TO DCEO, CDSM AND AIRPORT, NEW HP DESKTOP MINI PC & 2 X 24 SCREENS FOR PROJECT OFFICER	-3235.00	
EFT19070	14/04/2022	S.A. HINES CONTRACTING	VARIOUS WORK AT SHIRE HOUSINGS AND PARKS - 137 DARLOT ST, 131 HILL STREET, PATHWAYS AT LIONS PARK, FLATTENING DISABLED ACCESS PATHWAY FROM SAVAGE STREET TO PUBLIC TOILETS, 3 X 5 X 5 M PADS FOR SEATING, 2 X 2 X 2 M PADS FOR BBQ.	-60122.70	
EFT19071	14/04/2022	SHIRE OF MEEKATHARRA	PAYROLL DEDUCTIONS	-2310.51	
EFT19072	14/04/2022	TOLL TRANSPORT PTY LTD	FREIGHT FROM CORSIGN 28/3/22	-1218.75	
EFT19073	14/04/2022	TOTALLY WORKWEAR BELMONT (TWW)	UNIFORM ORDER FOR PROJECT OFFICER	-563.75	

SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
21-May-22

Chq/EFT	Date	Name	Description	Amount	AIR BP
EFT19074	14/04/2022	TRENFIELD MOTORS	MAINTENANCE WORK TO VARIOUS SHIRE PLANTS AND VEHICLES - P524, P311,P402, P518, P407, P360, P428, P488	-7461.74	
EFT19075	14/04/2022	URTASUN, PAULA	REFUND OF GYM CARD BOND	-30.00	
EFT19076	14/04/2022	WESTERN COMMUNICATIONS	UPDATING SMOKE ALARMS, CCTV SYSTEM & SUPPLY NEW SPLIT SYSTEM AIRCON (DEPOT OFFICE BUILDING), HIKVISION 4CH NRV FOR CCTV REPLACEMENT (2/16 REGAN ST), FAULT FIND AND REPAIR ALARM AT LOT 206 HILL STREET MEEKATHARRA	-11846.67	
EFT19077	14/04/2022	WESTRAC EQUIPMENT	REPAIR WORK OF VARIOUS PLANTS - P497, P484, P513, P433, P519, P464	-16404.60	
EFT19078	14/04/2022	ESSENTIAL LABOUR SOLUTIONS PTY LTD (ELS)	LOG BOOK SERVICE FOR SHIRE VEHICLE (COLORADO) 40KM	-545.31	
EFT19079	29/04/2022	ATYEO'S ENVIRONMENTAL HEALTH SERVICES PL	EHO DUTIES ONSITE AND OFFSITE FROM 14/3/22-9/4/22	-7004.78	
EFT19080	29/04/2022	AUSKI MOTEL BAR & BISTRO	MURCHISON EXECUTIVE GROUP MEETING MONDAY 21 MARCH 2022 EVENING MEAL AND REFRESHMENTS FOR APPROX 14 PEOPLE	-648.00	
EFT19081	29/04/2022	AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC)	UNCLAIMED MONEY TO ASIC - A339 EASTWILL PTY LTD	-72109.95	
EFT19082	29/04/2022	B & E TRENFIELD	MONTHLY TOWN MAINTENANCE - APRIL 2022	-12440.89	
EFT19083	29/04/2022	BRAT ENDEAVOURS PTY LTD	SUPERVISION OF ROAD CONSTRUCTION - ASHBURTONDOWN - MEEKATHARRA ROAD, MT CLERE ROAD, MUNARRA ROAD, MILGUN YARLARWHEELOR ROAD FROM 18/2/2022 TO 31/3/2022	-46070.64	
EFT19084	29/04/2022	CANINE CONTROL	RANGER SERVICES 5-7 APRIL 2022	-3619.30	
EFT19085	29/04/2022	CHEFMASTER AUSTRALIA	5 X CARTONS 240L BIN LINERS FOR TOWN BINS	-863.80	
EFT19086	29/04/2022	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-438.54	
EFT19087	29/04/2022	CITY DISCOUNT TYRES MIDLAND	SUPPLY AND FIT LED EMERGENCY LIGHT BAR, UHF COMPACT RADIO AND ROOF RACK FOR 2022 FORD RANGER WILDTRAK REGO 1HNR954	-1305.00	
EFT19088	29/04/2022	COMMERCIAL HOTEL	7X MOTEL ROOMS FOR MURDOCH VET STERILISATION PROGRAM STAFF	-3450.50	
EFT19089	29/04/2022	CORSIGN WA PTY LTD	ARC-060 BRACKETS WITH BOLT AND WASHER, CEMETERY SIGNS TO BE REPLACED OR MISSING	-1738.00	
EFT19090	29/04/2022	COX, PETER	REIMBURSEMENT OF CAR WASH TO PETER COX BEFORE HANDING CAR OVER TO PETER DITTRICH	-320.00	
EFT19091	29/04/2022	DYSON POOLS PTY LTD	CONSULTATION ON WORKS REQUIRED AT MEEKATHARRA SWIMMING POOL - ASSESSMENT OF PAINTING, TILING & WATER FEATURES. \$80/HR INCLUDING TRAVEL	-1760.00	
EFT19092	29/04/2022	ELITE ELECTRICAL CONTRACTING	REPLACE SWITCHPLATE AT AIRPORT TERMINAL	-599.03	
EFT19093	29/04/2022	ESSENTIAL LABOUR SOLUTIONS PTY LTD (ELS)	EMERGENCY REPAIR ON IGNITION SWITCH TO GET 2014 KUBOTA ZERO TURN MOWEROBILE	-66.00	
EFT19094	29/04/2022	HARVEY NORMAN AV/IT OSBORNE PARK (WALKINS PTY LTD)	MOBILE PHONE FOR WORKS & SERVICES MANAGER	-854.95	
EFT19096	29/04/2022	LGRCEU (FORMERLY MUNICIPAL EMPLOYEES UNION)	PAYROLL DEDUCTIONS	-44.00	
EFT19097	29/04/2022	LOADSTAR TRAILERS	SUPPLY 2 TANDEM TRAILERS	-11400.00	
EFT19098	29/04/2022	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	PROJECT MANAGEMENT WEBINAR SERIES - A/DCEO	-350.00	
EFT19099	29/04/2022	MANDURAH TOYOTA	REPLACE HEATER HOOD PART FOR CEO VEHICLE	-418.59	
EFT19100	29/04/2022	MARK SMITH PTY LTD	REPLACE AERATOR IN ATU AT LOT 206 (105) HILL STREET	-910.31	
EFT19101	29/04/2022	MEEKATHARRA GP CLINIC (PSM COUNTRY HEALTH PTY LTD)	PRE EMPLOYMENT MEDICAL - DANNY HUMPHRIES	-130.00	
EFT19102	29/04/2022	MIDWEST AUTO GROUP	PURCHASE OF NEW FORD WILDTRACK	-52802.87	
EFT19103	29/04/2022	MTF SERVICES	EQUIPMENT HIRE FOR ROADWORK - MEEKATHARRA-SANDSTONE ROAD CYCLE 28 9/9/21-22/9/21	-23806.20	
EFT19104	29/04/2022	MURCHISON RUBBISH SERVICES	DOMESTIC COLLECTION - APRIL 2022	-21036.62	
EFT19105	29/04/2022	NEUK PORT AD-HAIR	AERODROME MANAGEMENT CONTRACT FOR MONTH OF APRIL 2022	-22622.60	
EFT19106	29/04/2022	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD (NGE)	SHIRE OF MEEKATHARRA SIGNS AND GUIDE POSTS ASHBURTON DOWNS-MEEKATHARRA ROAD, PEAK HILL/THREE RIVER ROAD	-122523.50	
EFT19107	29/04/2022	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	10 SETS OF COMPUTER SPEAKERS FOR ADMIN OFFICE	-350.00	
EFT19108	29/04/2022	PROFESSIONALS GERALDTON	SALES DEPOSIT FOR 69 MCCLEARY STREET, MEEKATHARRA	-2000.00	
EFT19109	29/04/2022	REFUEL AUSTRALIA (GERALDTON FUEL COMPANY)	FUEL CARD PURCHASE FOR SHIRE VEHICLES	-1797.78	
EFT19110	29/04/2022	S.A. HINES CONTRACTING	SUPPLY AND INSTALL 1800MM TIN FENCE AND 3M GATE FROM HOUSE TO NORTH FENCE AND FROM HOUSE TO SOUTH FENCE NO GATE.	-6022.50	
EFT19111	29/04/2022	SHIRE OF MEEKATHARRA	PAYROLL DEDUCTIONS	-2027.42	
EFT19112	29/04/2022	STIHL SHOP MIDLAND (BEVS SAWS PTY LTD)	HT 105-Z 1/4 P SPUR POLE PRUNER-30CM/1AND MS 211-Z 3/8P SPUR CHAINSAW-40CM/16	-1783.30	
EFT19113	29/04/2022	TELSTRA CORPORATION LIMITED	TELEPHONE - MARCH 2022	-1314.26	
EFT19114	29/04/2022	TOLL TRANSPORT PTY LTD	FREIGHT FROM CHEFMASTER 13/4/22	-82.28	
EFT19115	29/04/2022	TOTALLY WORKWEAR MANDURAH (TWW)	UNIFORM FOR EXECUTIVE ASSISTANT	-413.72	
EFT19116	29/04/2022	TRENFIELD MOTORS	REPAIR OR SUPPLY AND FIT - P481, P482, P483, P522	-6338.20	
EFT19117	29/04/2022	TRUCK CENTRE WESTERN AUSTRALIA	MOTOR HEATER FAN PART NUMBER 272110Z000 FOR 2012 NISSAN PRIME MOVER	-870.50	
EFT19118	29/04/2022	TRUCKLINE (SPECIALIST WHOLESALE PTY LTD)	TIEDOWN 10MM X 9M CHAIN WITH HOOKS EACH END	-1086.45	
EFT19119	29/04/2022	VETERANS LEGION OF AUSTRALIA	WREATH FOR 2021 ANZAC SERVICE	-120.00	
EFT19120	29/04/2022	WESTERN COMMUNICATIONS	NEW CCTV SYSTEM	-4479.31	
EFT19121	29/04/2022	WESTERN INDEPENDENT FOODS	FREIGHT FROM GERALDTON	-33.90	
EFT19122	29/04/2022	WESTRAC EQUIPMENT	REPAIR SERVICES AND PARTS FOR P513 AND P464	-9626.39	
EFT19123	29/04/2022	YVONNE DORA WALLEY	RATES REFUND - A124	-500.00	

SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
21-May-22

Chq/EFT	Date	Name	Description	Amount	AIR BP
25850	14/04/2022	WATER CORPORATION	WATER CHARGES - 9/2/22 - 6/4/22 - various locations	-10119.61	
25851	29/04/2022	PIVOTEL SATELLITE PTY LTD - GLOBAL STAR	SATELLITE PHONE CHARGES APRIL 22	-290.00	
25852	29/04/2022	WATER CORPORATION	WATER CHARGES - 8/2/22 - 5/4/22 - various locations	-293.39	
DD14039.1	13/04/2022	AWARE SUPER	PAYROLL DEDUCTIONS	-6429.81	
DD14039.2	13/04/2022	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS	-1147.77	
DD14039.3	13/04/2022	CBUS ADMINISTRATION	SUPERANNUATION CONTRIBUTIONS	-3957.89	
DD14039.4	13/04/2022	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	-1626.28	
DD14039.5	13/04/2022	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	-654.22	
DD14039.6	13/04/2022	HESTA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-959.39	
DD14039.7	13/04/2022	DEPARTMENT OF COMMERCE - CONSUMER PROTECTION	PAYROLL DEDUCTIONS	-400.00	
DD14039.8	13/04/2022	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	-109.10	
DD14039.9	13/04/2022	RETAIL EMPLOYEES SUPERANNUATION TRUST (REST)	SUPERANNUATION CONTRIBUTIONS	-189.98	
DD14054.1	27/04/2022	AWARE SUPER	PAYROLL DEDUCTIONS	-6078.68	
DD14054.2	27/04/2022	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	-2136.71	
DD14054.3	27/04/2022	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS	-1011.75	
DD14054.4	27/04/2022	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	-626.57	
DD14054.5	27/04/2022	HESTA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-618.96	
DD14054.6	27/04/2022	DEPARTMENT OF COMMERCE - CONSUMER PROTECTION	PAYROLL DEDUCTIONS	-400.00	
DD14054.7	27/04/2022	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	-26.76	
DD14054.8	27/04/2022	RETAIL EMPLOYEES SUPERANNUATION TRUST (REST)	SUPERANNUATION CONTRIBUTIONS	-201.58	

THIS SCHEDULE OF ACCOUNTS PAID UNDER DELEGATED AUTHORITY COVERS:

MUNI BANK	-\$	1,750,796.65	
AIR BP ACCOUNT			0.00



TOTALLING -\$1,750,796.65 AND WAS SUBMITTED TO EACH MEMBER OF COUNCIL ON Saturday, 21 May 2022
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.

KELVIN MATTHEWS
CHIEF EXECUTIVE OFFICER

UNCONFERMED

9.3 ADMINISTRATION

9.3.1 COUNCIL MEETING DATES FOR 2022/23

Applicant:	Nil	
File Ref:	ADM0180	
Disclosure of Interest:	Nil	
Date of Report:	2 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

This report lists the schedule of Council and Committee meeting dates for 2022/2023 for Council to consider.

Attachments:

Notice of 2022/23 Council Meeting dates

Background:

Once in every twelve (12) month period, Council is required to confirm and advertise its meeting schedule dates for the next 12 months.

Comment:

Presented to Council is the proposed meeting schedule for the 2022/23 financial year. As in previous years, all full Ordinary Council meetings are to commence at 9:30am on the third Saturday of the month with the following exceptions:

- December 2022 meeting which will commence at 2:00pm on the third Friday of the month;
- April 2023 meeting can still be held on the third Saturday (15th) given the Easter break in 2023 is from Good Friday 7th of April 2023 to Easter Monday 10th of April 2023 inclusive; and
- June 2023 meeting being held on the 4th Saturday (ie 24 June 2023) to allow extra time for receiving Ministerial approval for proposed differential rates if required before budget adoption.

There are elections scheduled for the 2022/23 financial year.

An option that Council may consider is not holding a meeting in January of any given year. This is a normal practice at many other Shire Councils as it allows Councillors and Staff an opportunity to have a break over the Christmas / New Year's period.

The Audit Committee meetings will be called as and when required.

The Health, Building & Town Planning Committee (HBTP) meetings will be held on the same day prior to the full Council meeting. Meetings will commence at 8:30 am. The only

exception will be January when no meeting for the HBTP committee will be held as historically there is no business to discuss.

In accordance with the Local Government Act 1995 and the Local Government (Administration) Regulations 1996, Council is required to advertise only for meetings that are open to the public. Since the Health Building & Town Planning committee does not have any delegated powers there is no requirement for it to be open to the public, hence public notice is not required.

Consultation:

Peter Dittrich – Deputy Chief Executive Officer
Svenja Clare – Community Development & Services Manager, and
Danny Humphries – Works & Services Manager

Statutory Environment:

Section 5.23 (1) of the Local Government Act 1995

“5.23. Meetings generally open to public

- (1) Subject to subsection (2), the following are to be open to members of the public -*
- (a) all council meetings; and*
 - (b) all meetings of any committee to which a local government power or duty has been delegated.”*

Section 5.25 (1) (g) of the Local Government Act 1995

“5.25. Regulations about council and committee meetings and committees”

- (1) Without limiting the generality of section 9.59, regulations may make provision in relation to —*
- (g) the giving of public notice of the date and agenda for council or committee meetings; and”*

Section 12 of the Local Government (Administration) Regulations 1996

“12. Meetings, public notice of (Act’s. 5.25(1)(g))

- (1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which —*
- (a) the ordinary council meetings; and*
 - (b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public,*
are to be held in the next 12 months.
- (2) A local government is to give local public notice of any change to the date, time or place of a meeting referred to in subregulation (1).*
- (3) Subject to subregulation (4), if a special meeting of a council is to be open to members of the public then the local government is to give local public notice of the date, time, place and purpose of the special meeting.*
- (4) If a special meeting of a council is to be open to members of the public but, in the CEO’s opinion, it is not practicable to give local public notice of the matters referred to in subregulation (3), then the local government is to give public notice of the date, time, place and purpose of the special meeting in the manner and to the extent that, in the CEO’s opinion, is practicable.”*

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

In accordance with Councils Strategic Community Plan 2020 - 2030 *Governance Objectives – to manage resources effectively.*

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall
Seconded: Cr DK Hodder

That the attached list of Ordinary Council meeting dates for 2022/2023 is adopted and advertising is authorised. To comply with Local Government Act and Regulations the advertisement for these dates are to be placed in the local newspaper and on the foyer noticeboard.

CARRIED 7/0



**SHIRE OF MEEKATHARRA
SCHEDULE OF MEETING DATES, TIMES AND LOCATIONS**

JULY 2022 TO JUNE 2023

ORDINARY MEETINGS OF COUNCIL

All meetings commence at 9:30am

(except the 16 December 2022 meeting which commences at 2:00pm)

**All Meetings are to be held in Council Chambers located at the corner Main & Savage
Streets, Meekatharra**

Saturday, 16 July 2022

Saturday, 20 August 2022

Saturday, 17 September 2022

Saturday, 15 October 2022

Saturday, 19 November 2022

Friday, 16 December 2022

Saturday, 21 January 2023

Saturday, 18 February 2023

Saturday, 18 March 2023

Saturday, 15 April 2023



Saturday, 20 May 2023

Saturday, 24 June 2023

AUDIT COMMITTEE

Meetings will be called as needed.

9.3.2 APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE 51/901

Applicant:	Laurence John Molloy – Yalora Pty Ltd	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	3 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider comments and approval in regard to the request from Laurence John Molloy – Yalora Pty Ltd for approval of the application for Mining Tenement Miscellaneous Licence 51/901 situated at Munarra Gully as depicted on the attached Tenegraph map and application.

Attachments:

Copies of Application for Mining Tenement Miscellaneous Licence 51/901 and Tenegraph Map.

Background:

Council has received a request from Laurence John Molloy – Yalora Pty Ltd for approval of an application for Mining Tenement Miscellaneous Licence 51/901 situated at Munarra Gully as depicted on the attached Tengraph map and application. The Tengraph map is extracted from the online mapping system that displays the position of Western Australian mining tenements and petroleum titles in relation to other land information.

Comment:

Council is requested by Laurence John Molloy – Yalora Pty Ltd to provide comment and any recommendation(s) regarding the above application that includes Councils endorsement and any Condition(s).

A copy of the Application for Mining Tenement and Tengraph Map are attached for Councils further information.

Consultation:

Laurence John Molloy – Yalora Pty Ltd.

Statutory Environment:

Sections 23 to 26 of the Mining Act 1978.

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr MR Hall

That Council approve the Application from Laurence John Molloy on behalf of Yalora Pty Ltd for approval of the application for Mining Tenement Miscellaneous Licence 51/901 situated at Munarra Gully as depicted on the attached Tengraph map and application.

CARRIED 7/0

UNCONFIRMED

File No:

28 APR 2022

Officer: CEO

Action Req'd:

Delegated To: File

Department of Mines Industry
Regulation and Safety

14 APR 2022

1401 RC

MINERAL TITLES

FORM 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

- (a) Type of tenement
- (b) Time & Date marked out (where applicable)
- (c) Mineral Field

(a) MINING LEASE No. 51 901

(b) 11.19 a.m. 13/4/22 (c) MURCHISON MINERAL FIELD.

- APPLICANT:
- (d) Full name and ACN/ABN No.
- (e) Address
- (f) No. of shares
- (g) Total No. of shares

(d) & (e) LAURENCE JOHN MOLLOY, (f) shares 50

YALORA PTY. LTD, (A.C.N.: 600 417 776) 50

45 REYNOLDS CREGE

SWAN VIEW WA 6056.

(g) total 100

- DESCRIPTION OF GROUND APPLIED FOR:
- (For Exploration Licences see Note 1.
- For other Licences see Note 2.
- For all Licences see Note 3.)

- (h) Locality
- (i) Datum Peg
- (j) Boundaries

(h) MUNARRA GULLY, MEEKATARRA DISTRICT.

(i) DATUM PEG IS SITUATED AT G.P.S. 6.025:

061 8650E . 701 8840MN.

(j) Thence 200m @ 010 degrees (0618690E . 0719040MN),

Thence 500m @ 100 degrees (0619180E . 07018955MN),

Thence 200m @ 190 degrees (0619140E . 07018745MN),

Thence 500m @ 280 degrees (061 8650E . 0701 88 40MN),

Back to Datum Peg.

Ground is identical to P 51/2826

(k) 10 ha.

- (k) Area (ha or km²)

- (l) Signature of applicant or agent

(l) [Signature] Date 14. 4. 2022

OFFICE USE

OBJECTIONS to this application may be lodged at the office of the mining registrar _____ on or before _____ day of _____ 20____ (see Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

FEES PAID	\$	¢	Receipt No:
	Application		
	Rent		Shire:
TOTAL			Map Ref.
Received at _____ m.			Plan _____
on _____			Scale _____
(Mining Registrar)			

NOTES

Note 1: EXPLORATION LICENCE

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the ground.

Note 3: GROUND AVAILABILITY

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
 - (a) public plan search;
 - (b) register search;
 - (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above.

M 51/901

Lodge Office: PERTH

Lodge Date: 14/04/2022 14:01:00

Fees: \$579.00(A) \$220.00(R)

PN: 9903 2357 87

em-t-M 5100901





M 51/901 , Quick Appraisal Plan





This plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. No responsibility is accepted for any error or omission. The Commonwealth of Australia (c) 2002, through Geoscience Australia and the Department of Defence, maintains copyright over those parts of the topographic data it has provided for display in TENGRAPH. Users wishing to use the data in its unaltered form should contact Geoscience Australia at www.ga.gov.au. Confirmation of the extent and composition of any Native Title Claims should be sought from the Native Title Spatial Services Landgate. Enclosed Pastoral Lease land and Pre 1994 mining confined to Nharluwanga Wajarri and Ngatlawanga ILUA Native Title determination boundary.

Scale: 1:4,514



9.3.3 APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE 51/0123

Applicant:	McMahon Mining Title Services Pty Ltd – Kop Ventures	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	11 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider comments and approval in regard to the request from McMahon Mining Title Services Pty Ltd on behalf of Kop Ventures Pty Ltd for approval of the application for Mining Tenement Miscellaneous Licence 51/0123 situated at Kyarra as depicted on the attached Tengraph map and application.

Attachments:

Copies of Application for Mining Tenement Miscellaneous Licence 51/0123 and Tengraph Map.

Background:

Council has received a request from McMahon Mining Title Services Pty Ltd on behalf of Kop Ventures Pty Ltd for approval of an application for Mining Tenement Miscellaneous Licence 51/0123 situated at Kyarra as depicted on the attached Tengraph map and application. The Tengraph map is extracted from the online mapping system that displays the position of Western Australian mining tenements and petroleum titles in relation to other land information.

Comment:

Council is requested by McMahon Mining Title Services Pty Ltd on behalf of Kop Ventures Pty Ltd to provide comment and any recommendation(s) regarding the above application that includes Councils endorsement and any Condition(s).

A copy of the Application for Mining Tenement and Tengraph Map are attached for Councils further information.

Consultation:

McMahon Mining Title Services Pty Ltd.

Statutory Environment:

Sections 23 to 26 of the Mining Act 1978.

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder

Seconded: Cr MJ Smith

That Council approve the Application from McMahon Mining Title Services Pty Ltd on behalf of Kop Ventures Pty Ltd approval of the application for Mining Tenement Miscellaneous Licence 51/0123 situated at Kyarra as depicted on the attached Tengraph map and application.

CARRIED 7/0

UNCONFIRMED

SHIRE OF MEEKATHARRA	
File No:	
MAY 2022	
Officer:	CEO
Action Req'd:	
Delegated To:	File

4 May 2022

Shire of Meekatharra
PO Box 129
Meekatharra WA 6642

Attention: Chief Executive Officer

Registered Post:
RPP44 63800 09400 37722 01602

Dear Sir/Madam,

RE: APPLICATION FOR MISCELLANEOUS LICENCE 51/0123

On behalf of our client, The Kop Ventures Pty Ltd, an application has been made for the above-mentioned Miscellaneous Licence 51/0123.

In accordance with the requirements set out in the West Australian Mining Act, notification must be forwarded to the appropriate local government authority affected by the application.

As the land affected lies within your shire, please find attached a copy of the application and a plan showing the area of the application.

Should you have any queries, please do not hesitate to contact our office.

Yours faithfully,



Alanna Burton
McMahon Mining Title Services Pty Ltd

Form 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Miscellaneous Licence		No. L 51/123
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /		(c) MURCHISON
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	THE KOP VENTURES PTY LTD (ACN: 604 932 676)		100
(e) Address	C/- MCMAHON MINING TITLE SERVICES PTY LTD, PO BOX 592, MAYLANDS, WA, 6931		
(f) No. of shares			(g) Total 100
(g) Total No. of shares			
DESCRIPTION OF GROUND APPLIED FOR:	(h) Kyarra		
(For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(i) Datum situated at GDA coordinates in Zone 50 7009037.272 mN 669523.798 mE		
(h) Locality	(j) From datum GDA coordinates in Zone 50 Thence to 7008915.937 mN 669379.908 mE Thence to 7008819.426 mN 669201.765 mE Thence to 7008753.850 mN 668971.615 mE Thence to 7008735.433 mN 668630.781 mE Thence to 7008753.000 mN 667370.725 mE Thence to 7008758.649 mN 666945.669 mE Thence to 7008905.519 mN 666801.020 mE Thence to 7008899.030 mN 667118.122 mE Thence to 7008883.893 mN 668256.016 mE Thence to 7008889.602 mN 668527.016 mE Thence to 7008904.839 mN 668772.420 mE Thence to 7008980.483 mN 669071.769 mE Thence to 7009089.131 mN 669266.651 mE Thence to 7009191.720 mN 669402.007 mE Thence to 7009059.477 mN 669545.963 mE		
(i) Datum Peg	Thence back to datum		
(j) Boundaries	Purposes: a drainage channel , a pipeline and a road.		
(k) Area (ha or km ²)	(k) 43.00000 HA		
(l) Signature of applicant or agent(if agent state full name and address)	(l) <i>Alanna Burton</i> 28/168 GUILDFORD ROAD, MAYLANDS, WA, 6051		Date: 22/04/2022

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 27th day of May 2022 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	11:51:10	on	22 April	2022	with fees of
Application	\$579.00				
Rent	\$847.10				
TOTAL	\$1,426.10				
Receipt No:	23001333065				

Mining Registrar

NOTES

Note 1: EXPLORATION LICENCE

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

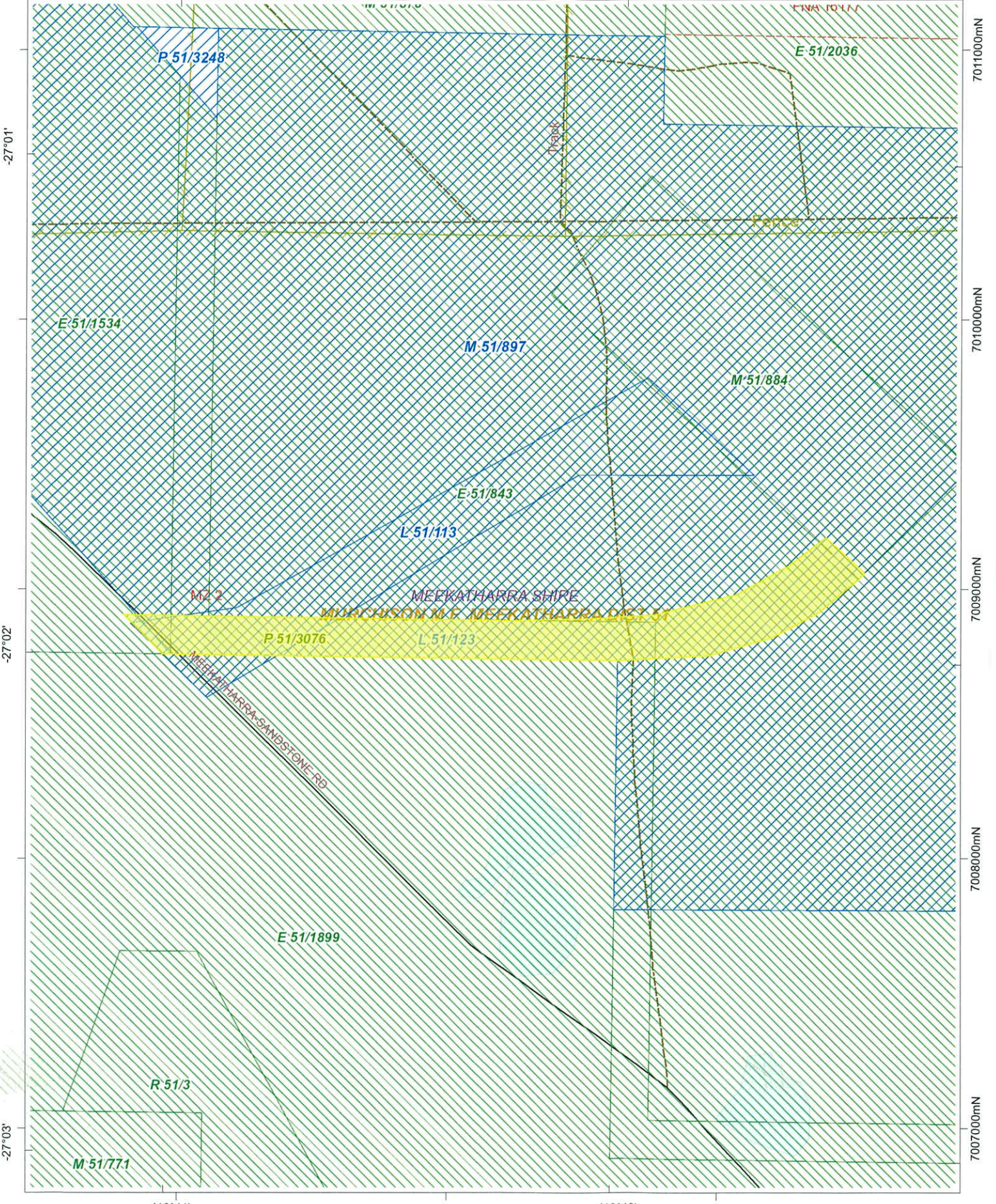
- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
 - (a) public plan search; (b) register search; (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

L 51/123 , Quick Appraisal Plan

667000mE 668000mE 669000mE




118°41' 118°42'

This plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. No responsibility is accepted for any error or omission. The Commonwealth of Australia (c) 2002, through Geoscience Australia and the Department of Defence, maintains copyright over those parts of the topographic data in its unaltered form should continue to be used. Any Native Title Claims should be sought from the Native Title Spatial Services Landgate. Enclosed Pastoral Lease land and Pre 1994 mining confined to Nhamwanga Wajarri and Nyarlawangga ILUA Native Title determination boundary.

Scale: 1:18,056



9.3.4 APPLICATION FOR MINING TENEMENT MISCELLANEOUS LICENCE(S) E51/2098 AND E51/2099

File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	13 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider comments and approval in regard to the request from Anderson's Tenement Management on behalf of Rare Earths Pty Ltd for approval of the application for Mining Tenement Miscellaneous Licence(s) E51/2098 and E51/2099 situated at Hillview (2 parcels) as depicted on the attached Tengraph map(s) and application(s).

Attachments:

Copies of Application for Mining Tenement Miscellaneous Licence(s) E51/2098 and E51/2099 and Tengraph Maps.

Background:

Council has received a request from Anderson's Tenement Management on behalf of Rare Earths Pty Ltd for approval of an application(s) for Mining Tenement Miscellaneous Licence(s) E51/2098 and E51/2099 situated at Hillview as depicted on the attached Tengraph maps and applications. The Tengraph maps are extracted from the online mapping system that displays the position of Western Australian mining tenements and petroleum titles in relation to other land information.

Comment:

Council is requested by Anderson's Tenement Management on behalf of Rare Earths Pty Ltd to provide comment and any recommendation(s) regarding the above application that includes Councils endorsement and any Condition(s).

A copy of the Application(s) for Mining Tenement and Tengraph Maps are attached for Councils further information.

Consultation:

Anderson's Tenement Management

Statutory Environment:

Sections 23 to 26 of the Mining Act 1978.

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder

Seconded: Cr MR Hall

That Council approve the Applications from Anderson's Tenement Management on behalf of Rare Earths Pty Ltd for approval of the application for Mining Tenement Miscellaneous Licence(s) E51/2098 and E51/2099 situated at Hillview as depicted on the attached Tengraph maps and applications.

CARRIED 7/0

UNCONFIRMED

9th May 2022

The Chief Executive Officer
Shire of Meekatharra
PO Box 129
MEEKATHARRA WA 6642

SHIRE OF MEEKATHARRA

File No:

10 MAY 2022

Officer: CEO

Action Req'd:

Delegated To: GK

Registered Post ID: RPP44 63800 09400 31904 46609

Dear Sir/Madam;

**APPLICATION FOR EXPLORATION LICENCE 51/2098 & EXPLORATION
LICENCE 51/2099**

Anderson's Tenement Management acts on behalf of Tasmanian Rare Earths
Pty Ltd in regard to this matter.

In accordance with Section 33 of the Mining Act, I advise that the applications
for E51/2098 & E51/2099 were lodged with the Department of Mines, Industry
Regulation & Safety on the 4th of May 2022. E51/2098 & E51/2099 fall within
the boundaries of the Shire of Meekatharra.

Please find enclosed copies of the above applications and plans showing the
areas applied for.

Please do not hesitate to contact me should you have any queries concerning
this matter.

Yours sincerely
Anderson's Tenement Management



Marco Tentori
Tenement Consultant

Form 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Exploration Licence		No. E 51/2098
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /		(c) MURCHISON
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	TASMANIAN RARE EARTHS PTY LTD (ACN: 657 920 244) C/- ANDERSON'S TENEMENT MANAGEMENT, PO BOX 2162, WARWICK, WA, 6024		100
(e) Address			
(f) No. of shares			
(g) Total No. of shares			(g) Total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) HILL VIEW (i) (j) This application affects Private Property. Details of Private Property Affected: The application is not thought to affect private property, but should any areas of the application be affected by private property, the application over those areas is for subsurface rights only.		
(h) Locality			
(i) Datum Peg			
(j) Boundaries			
(k) Area (ha or km ²)	(k) 59 BL		
(l) Signature of applicant or agent (if agent state full name and address)	(l) <i>Marco Tentori</i> PO BOX 2162, WARWICK, WA, 6024		Date: 04/05/2022

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 8th day of June 2022 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	15:24:42	on	4 May	2022	with fees of
Application	\$1,660.00				
Rent	\$8,614.00				
TOTAL	\$10,274.00				
Receipt No:	23329337045				

Mining Registrar

NOTES

Note 1: EXPLORATION LICENCE

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
 - (a) public plan search; (b) register search; (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

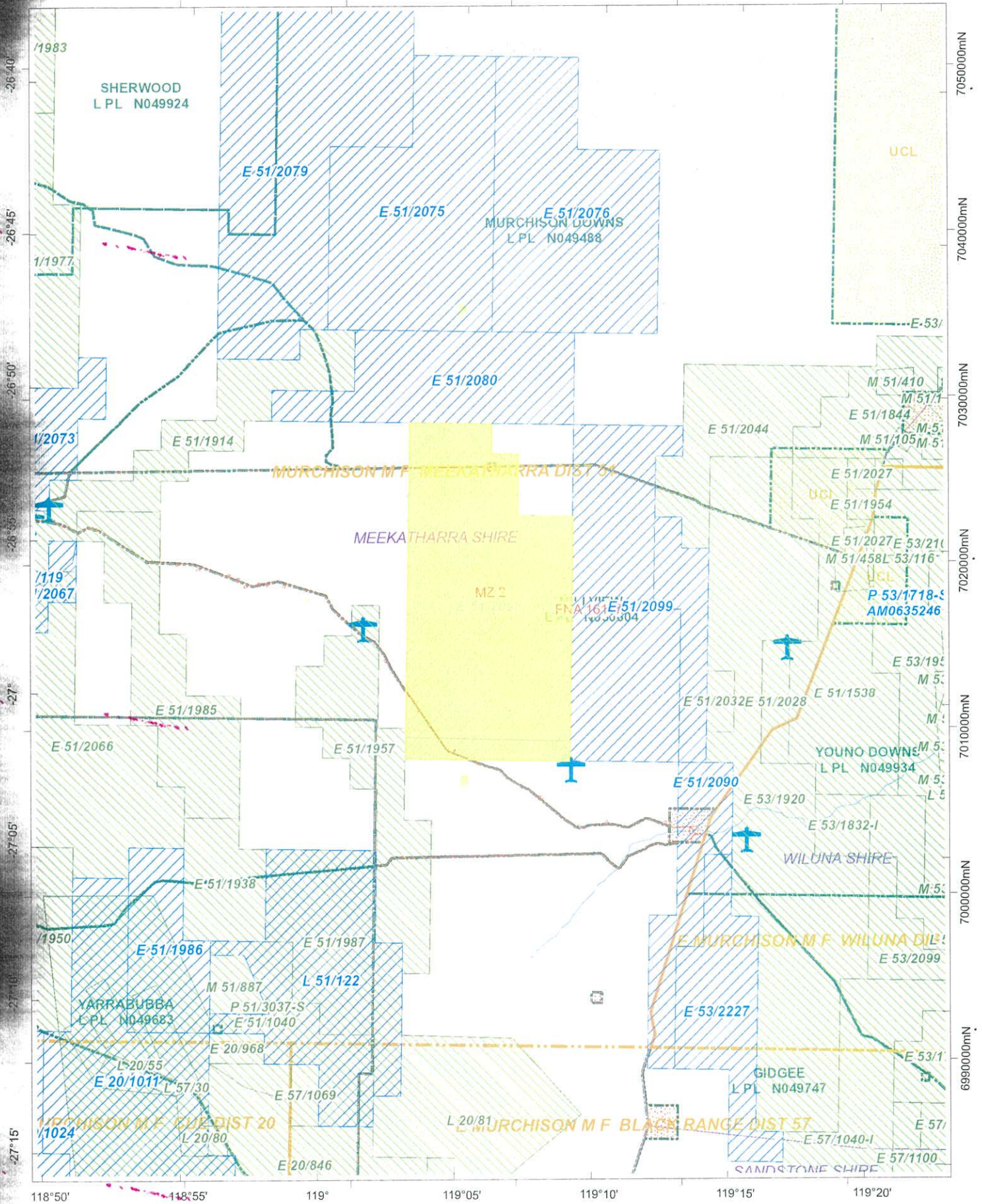
WESTERN AUSTRALIA Mining Act 1978 Sec. 58; Reg. 64			FORM 21 - ATTACHMENT 1
EXPLORATION LICENCE NO. 51/2098			
THIS SECTION MUST BE COMPLETED IN FULL FOR ALL EXPLORATION LICENCE APPLICATIONS			
LOCALITY: HILL VIEW			
BLOCK IDENTIFIER (All three sections must be completed)			
1:1,000,000 PLAN NAME	PRIMARY NUMBER	GRATICULAR SECTION	
MEEKATHARRA	2509	jkoptuyz	
MEEKATHARRA	2510	flmqrwvxy	
MEEKATHARRA	2581	dejkoptyz	
MEEKATHARRA	2582	abcdefghijklmnoqrstvwxy	
MEEKATHARRA	2653	dejk	
MEEKATHARRA	2654	abcdfghj	
TOTAL BLOCKS:			59



- Pending Application
- Live Tenement
- Application over Live Tenement

E 51/2098 , Quick Appraisal Plan

690000mE 700000mE 710000mE 720000mE 730000mE



The plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. No responsibility is accepted for any error or omission. The Commonwealth of Australia (c) 2022. Through Geoscience Australia and the Department of Defence, maintains copyright over those parts of the topographic data it has provided for display in TENGRAPH. Users wishing to use the data in its unaltered form should contact Geoscience Australia at www.ga.gov.au. Continuation of the extent and composition of any native Enclosed Pastoral Lease land and Native Title determination boundaries.

Scale: 1:288,895

0 5.5 11 16.5 22 27.5 km

Form 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Exploration Licence	No. E 51/2099
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /	(c) MURCHISON
(c) Mineral Field		
For each applicant:	(d) and (e) TASMANIAN RARE EARTHS PTY LTD (ACN: 657 920 244) C/- ANDERSON'S TENEMENT MANAGEMENT, PO BOX 2162, WARWICK, WA, 6024	(f) Shares 100
(d) Full Name and ACN/ABN		
(e) Address		
(f) No. of shares		(g) Total 100
(g) Total No. of shares		
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) HILL VIEW (i) (j) This application affects Private Property. Details of Private Property Affected: The application is not thought to affect private property, but should any areas of the application be affected by private property, the application over those areas is for subsurface rights only.	
(h) Locality	(k) 49 BL	
(i) Datum Peg		
(j) Boundaries		
(k) Area (ha or km ²)		
(l) Signature of applicant or agent (if agent state full name and address)	(l) Marco Tentori PO BOX 2162, WARWICK, WA, 6024	Date: 04/05/2022

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 8th day of June 2022 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	15:25:38	on	4 May	2022	with fees of
Application	\$1,660.00				
Rent	\$7,154.00				
TOTAL	\$8,814.00				
Receipt No:	23329357306				

Mining Registrar

NOTES

Note 1: EXPLORATION LICENCE

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
(a) public plan search; (b) register search; (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

WESTERN AUSTRALIA
Mining Act 1978
Sec. 58; Reg. 64

FORM 21 - ATTACHMENT 1

EXPLORATION LICENCE NO. 51/2099



THIS SECTION MUST BE COMPLETED IN FULL FOR ALL EXPLORATION LICENCE APPLICATIONS

LOCALITY: HILL VIEW

BLOCK IDENTIFIER (All three sections must be completed)

1:1,000,000 PLAN NAME	PRIMARY NUMBER	GRATICULAR SECTION
MEEKATHARRA	2510	kpuz
MEEKATHARRA	2511	fghlmqrwx
MEEKATHARRA	2582	ekpuz
MEEKATHARRA	2583	abcdefghijklmnoqrstvwxy
MEEKATHARRA	2654	ek
MEEKATHARRA	2655	abcdefghj
TOTAL BLOCKS:		49

9.3.5 REQUEST FOR DONATION OF COUNCIL MERCEDES RUBBISH TRUCK

Applicant:	Eastern Gascoyne Race Club	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	13 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider a request from the Eastern Gascoyne Race Club to donate the Council 1982 Mercedes rubbish truck for use by the Eastern Gascoyne Race Club at the Landor annual races.

Attachments:

Email copy of request from Sandy Wendt – Secretary of the Eastern Gascoyne Race Club.

Background:

Council has received a request from the Eastern Gascoyne Race Club to donate the Council 1982 Mercedes rubbish truck for use by the Eastern Gascoyne Race Club (EGRC) at the Landor annual races. The rubbish truck was listed for disposal by Council earlier this year however was not sold and therefore remains surplus to Council (plant) requirements.

Comment:

Council is requested to consider donating the 1982 Mercedes rubbish truck on 'as is' basis whereby should Council agree to donate the rubbish truck, then the EGRC will be responsible for collection the plant item and any transfer costs associated with ownership by the EGRC.

Consultation:

CEO with the Shire President and CEO with the EGRC.

Statutory Environment:

Surplus plant item.

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr JC Holden

Seconded: Cr BM Day

That Council agree to the request from the Eastern Gascoyne Race Club and approve the donation of the Council 1982 Mercedes rubbish truck on an 'as is' basis to the Eastern Gascoyne Race Club.

CARRIED 7/0

UNCONFIRMED

From: Sandy - Landor Races <races@landor.net.au>

Sent: Thursday, 12 May 2022 3:48 PM

To: hnsheerwood@icloud.com; Meeka Customer Service Officer <cso@meekashire.wa.gov.au>

Cc: Jenny Watters <mtclere@gmail.com>

Subject: Mercedes Rubbish Truck

Eastern Gascoyne Race Club



Mr. Kelvin Mathews

Main Street

Meekatharra

12 May 2022

Dear Mr Mathews,

I am writing to you to express our interest in the Mercedes Rubbish truck that the Meekatharra shire currently owns. Harvey Nicholls has suggested the shire may be interested in donating the rubbish truck to the Eastern Gascoyne Race Club for our weekend event that is held every October. We would be very interested in the truck and greatly appreciate if the shire would consider donating the truck to the club.

Thank you for your time and I look forward to hearing from you

Yours Sincerely

Sandy Wendt

Secretary EGRC

PO Box 3245, Bluff Point, 6530

0418942282

On behalf of

Mr. Greg Watters

President

Eastern Gascoyne Race Club

--

Regards



Sandra Wendt

Secretary EGRC

races@landor.net.au

0418 942 282

9.3.6 DELEGATION REGISTER 2022

File Ref:	ADM 0154	
Disclosure of Interest:	Nil	
Date of Report:	13 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature Senior Officer

Summary/Matter for Consideration:

Council to consider the annual review of the Register of Delegations as attached.

Attachments:

Delegations Register 2022 provided under separate cover.

Background:

A local government may delegate (by absolute majority) to the CEO the exercise of any of its powers or the discharge of any of its duties under the Local Government Act 1995 (The Act), other than those referred to in section 5.43 of The Act. In turn the CEO may also delegate powers or duties to employees.

An annual review of the Register of Delegations is required under the Local Government Act 1995 pursuant to Part 5, Div 4 s 5.46 (2) which states

“At least once every financial year, delegations made under this Division are to be reviewed by the delegator”,

Council last reviewed its Delegation Register in 2021 that was endorsed by Council at its 17th of April 2021 ordinary meeting (refer item 9.3.4). The attached 2022 Delegation Register is presented for Councils review.

Comment:

The CEO has reviewed the previous Delegations Register 2021 and amended the format and layout in an analytical table style that also includes additional delegations to those previously provided. A review of the Delegations Register in 2021 included a comparison with each individual legislative reference to ensure compliance. The CEO and DCEO have undertaken a similar process this year to ensure legislative compliance that has also included the CDSM. As noted, the CEO has taken the opportunity of the required review to include additional delegations for Councils consideration that are noted under the ‘Delegation Administration’ box section of each delegation.

Any future amendments to local government legislation will be reviewed by the CEO and DCEO for Councils consideration that may require further amendments to existing delegations.

Importantly any decision to amend or revoke a delegation by a local government under this Division is to be by an Absolute Majority of Council.

Consultation:

Peter Dittrich – Deputy Chief Executive Officer,
Svenja Clare – Community Development & Services Manager, and
Danny Humphries – Works and Services Manager.

Statutory Environment:

Local Government Act (1995).
Local Government Regulations.
Various instruments of legislation as referred to by each delegation.

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Shire of Meekatharra Strategic Community Plan 2020 – 2030 *Governance - Ensure effective, efficient use of Shire resources and provide leadership for the community.*

Voting Requirements:

Absolute Majority

Officers Recommendation / Council Resolution:

Moved: Cr DK Hodder
Seconded: Cr BM Day

That Council adopt the attached amended Register of Delegations 2022 and authorise the delegations contained within for use.

**CARRIED 7/0
BY AN ABSOLUTE MAJORITY**



DELEGATED AUTHORITY REGISTER 2022

Council to Chief Executive Officer &
Authorised Persons

INTRODUCTION

The Delegations of Authority contained in this register are made to the Chief Executive Officer pursuant to section 5.42 of the *Local Government Act 1995* (the Act). Some functions are delegated by the Chief Executive Officer to Shire of Meekatharra employees pursuant to section 5.44 of the Act. These are detailed in the Delegated Authority Register – Council to Authorised Officers. All delegations made by Council must be by **Absolute Majority** decision.

Limitations

The following are decisions that **cannot** be delegated to the Chief Executive Officer as per s5.43 of the Act:

- (a) *any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;*
- (b) *accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;*
- (c) *appointing an auditor;*
- (d) *acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;*
- (e) *any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;*
- (f) *borrowing money on behalf of the local government;*
- (g) *hearing or determining an objection of a kind referred to in section 9.5;*
- (ha) *the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;*
- (h) *any power or duty that requires the approval of the Minister or the Governor;*
- (i) *such other powers or duties as may be prescribed.*

Further to the above limitations the following cannot be delegated to the Chief Executive Officer as per r.18G of the *Local Government (Administration) Regulations 1996*:

Powers and duties of a local government exercised under the following provisions are prescribed under section 5.43(i) as powers and duties that a local government cannot delegate to a CEO —

- (a) *section 7.12A(2), (3)(a) or (4); and*
- (b) *regulations 18C and 18D.*

Record Keeping

If a person is exercising a delegated power or duty, r.19 of the *Local Government (Administration) Regulations 1996* requires records be kept relating to the exercise of the power or discharge of the duty. The written record is to contain:

- (a) *how the person exercised the power or discharged the duty; and*
- (b) *when the person exercised the power or discharged the duty; and*
- (c) *the persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty.*

Reading this Register

The aim of the Delegated Authority Register is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation. This is consistent with the Shire of Meekatharra's commitment to a strong customer service focus.

This Delegated Authority Register is reviewed annually in accordance with the Act.

EXAMPLE DELEGATION

Delegation Number & Title	
Function Performed	Description of authority being delegated. This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions listed in legislation and the delegation.
Power being Delegated	The express power or duty that is being delegated - The Legislation and Section <i>Head of Power (Act or Regulation)</i> s.# – Section Title
Power originally assigned to	Local Government (Local Government may be referred to as <i>Enforcement Agency or Permit Issuing Body</i> in some Legislation.)
Power to Delegate	The express power that allows a delegation to be made - The Legislation and Section <i>Head of Power (Act or Regulation)</i> s.# – Section Title
Power Delegated to	Chief Executive Officer or in some delegation's staff titles or a class of staff (eg. Ranger)
Council Conditions	Conditions placed on the delegation that are not already specified in Legislation, Regulation or Council Policy
Power to Sub-Delegate	The express power to sub-delegate the delegation to staff - The Legislation and Section <i>Head of Power (Act or Regulation)</i> s.# – Section Title In some cases, the Legislation expressly prohibits sub-delegation Not applicable – Sub-delegation is prohibited by s.# – Section Title The CEO can also choose to not sub-delegate authority that could be sub-delegated, in which case the following should be below the legislation. CEO has elected to not sub-delegate this role
Compliance Links	Documents relevant to the delegation should be listed here that provide further included but not limited to, other Acts, Regulations, Local Laws, Council Policy and Standard Operating Procedures.
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. Date adopted, reviewed or amended and Council Resolution	6.
2.	7.
3.	8.
4.	9.
5.	

TABLE OF CONTENTS

INTRODUCTION	2
EXAMPLE DELEGATION	3
TABLE OF CONTENTS	4
PART 1 LOCAL GOVERNMENT ACT 1995	6
1.1 Expressions of Interest, Tenders and Pre-qualified Suppliers (s.3.57)	6
1.2 Purchase Order Delegation	7
1.3 Agreement as to payment of rates and service charges (s.6.49)	7
1.4 Powers of entry (s3.28 & s3.34)	8
1.5 Certain provisions about land (s.3.25, s3.26 & s.3.27)	9
1.6 Enforcement and legal proceedings (s.9.11, 9.13, 9.16, 9.19, 9.20 & 9.24)	10
1.7 Closing certain thoroughfares to vehicles (s.3.50)	11
1.8 Declaring a vehicle as an abandoned vehicle wreck (s.3.40A)	12
1.9 Disposing of confiscated or uncollected goods (s.3.47)	14
1.10 Disposing of property (s.3.58)	15
1.11 Investment of funds (s.6.14)	17
1.12 Local government may require lessee to pay rent (s.6.60)	18
1.13 Local laws administration (s.3.18)	19
1.14 Objection to the rate record (s.6.76)	20
1.15 Partial closure of thoroughfare for repairs and maintenance (s.3.50A.)	21
1.16 Power to remove, impound goods and recover expenses (s.3.39 & s.3.48)	22
1.17 Power to write off debts (s.6.12)	23
1.18 Rates or service charges recoverable in court (s.6.56)	24
1.19 Disposal of sick or injured animals(s.3.47A)	25
1.20 Contract Variations	26
1.21 Mining Tenements	27
PART 2 BUILDING ACT 2011	28
2.1 Appointment of Authorised Persons (s.96 & s.99)	28
2.2 Powers pursuant to the Building Act 2011	29
PART 3 PUBLIC HEALTH ACT 2016	31
3.1 Appointment of Environmental Health Officer (s.17)	31
3.2 Designation of Authorised Officers (s.24)	32
PART 4 PLANNING AND DEVELOPMENT ACT 2005	33
4.1 General administration powers	33
PART 5 BUSH FIRES ACT 1954	37
5.1 Appointment of Bush Fire Control Officers (s.38)	37
5.2 Fire break maintenance (s.33)	38
5.3 Offences and infringements (s.59 & s.59A)	39
5.4 Withdrawal of infringements (s.59A)	40
5.5 Varying prohibited burning times (s.17)	41

PART 6	FOOD ACT 2008	42
	6.1 Appoint Authorised Officers (s.122 & s.126)	42
	6.2 Prohibition orders (s.65, s.66 & s.67)	43
	6.3 Registration of food business (s.110 & s.112).....	44
	6.4 Prosecutions (s.125)	45
PART 7	DOG ACT 1976	46
	7.1 Appoint Registration Officers (s.3).....	46
	7.2 Keeping of dogs (number of) (s.26).....	47
PART 8	CAT ACT 2011	48
	8.1 Delegation to Authorized Officers Appoint Registration Officers (s.44 & 45))	48
PART 9	LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1960	49
	9.1 Establishing pounds and appointing pound-keepers and Rangers (s.449)	49
PART 10	LAND ADMINISTRATION ACT 1997	50
	10.1 Care, control and management of Reserves (s.46(2)).....	50
PART 11	LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996	51
	11.1 Donations (r.12).....	51
	11.2 Payment of accounts (r.12)	52
PART 12	LOCAL GOVERNMENT (UNIFORM LOCAL PROVISIONS) REGULATIONS 1996	53
	12.1 Permission to have gate across public thoroughfare (r.9)	53
	12.2 Private works on, over, or under public places (r.17)	54
	12.3 Requirement to construct and repair crossing (r.13)	55
	12.4 Dangerous excavation in or near public thoroughfare (r.11)	56
	12.5 Obstruction of footpaths and thoroughfares (r.5, r.6, r.7A & r.7)	57
PART 13	CARAVAN PARKS AND CAMPING GROUNDS ACT 1995	60
	13.1 Managing infringement notices (s.23)	60
PART 14	HEALTH (MISCELLANEOUS PROVISIONS) ACT 1911	61
	14.1 Appointment of Deputies (s.26).....	61
PART 15	HEALTH (ASBESTOS) REGULATIONS 1992	62
	15.1 Appoint Authorised and Approved Officers (r.15D)	62
PART 16	BUILDING REGULATIONS 2012	63
	16.1 Appoint Approved and Authorised Officers (r.70).....	63
PART 17	FINES, PENALTIES AND INFRINGEMENT NOTICES ENFORCEMENT ACT 1994	64
	17.1 Registration of infringement notice (s.16 & s.22).....	64

PART 1 LOCAL GOVERNMENT ACT 1995

1.1 Expressions of Interest, Tenders and Pre-qualified Suppliers (s.3.57)	
Function Performed	Authority to undertake tendering, expressions of interest and prequalified supplier panels
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.57(1) – Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996</i> Division 2 - Tenders for providing goods or services Division 3 - Panels of pre-qualified suppliers
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> 1) Unique supplier exemption may only be approved where a record is retained that evidences rationale for why the supply is unique and cannot be sourced through other suppliers 2) Tenders may only be called where there is a budget allocation for the proposed goods or services 3) Subject to goods and services included in the Annual Budget as revised from time to time, the delegation is limited to: <ol style="list-style-type: none"> a) Quotes utilising a pre-qualified supplier who is part of a panel of pre-qualified suppliers, not exceeding a value of \$250,000 b) Tenders not exceeding a value as per the Regulations 4) Council consider a minor variation before entering into a contract to be 10% of the contract sum 5) In accordance with Division 3 - Panels of pre-qualified suppliers, applicants may only be appointed to a panel by Council Decision
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – N/A
Compliance Links	<i>Local Government Act 1995</i> s.5.43 - Limitations on delegations to the CEO <i>Local Government (Functions and General) Regulations 1996</i> Part 4 — Provision of goods and services <i>Council Policy 4.02 and 4.03</i>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.2 Purchase Order Delegation (s. 5.42, 5.43 & 5.44)	
Function Performed	Officers are authorized to expend by Purchase Order to the prescribed limit in this delegation for items contained within the current budget.
Power being Delegated	<i>Local Government Act 1995</i> Chief Executive Officer
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> Chief Executive Officer (Level 1) Corporate Credit Card – The CEO and DCEO are the only authorised cardholder(s) in accordance with Council Policy 4.12 – Corporate Credit Card (as amended)
Power Delegated to	The Chief Executive Officer in exercising authority, under s5.44 of the Local Government Act, 1995, has delegated this power/duty to the following Officers. <ul style="list-style-type: none"> ▪ Level 2 Deputy Chief Executive Officer ▪ Level 2 Works and Services Manager ▪ Level 2 Community Development & Services Manager ▪ Level 3 Operations Officer and the Project & Maintenance Officer ▪ Level 4 Community Development Officer ▪ Level 5 Finance Officer
Council Conditions	Limits on amounts: <ul style="list-style-type: none"> • 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. • Level 2 – up to \$20,000 excluding the purchase of freehold land and real estate. • Level 3 – Within area of responsibility up to a maximum of \$2,000 excluding Capital items. • Level 4 – Groceries and consumables within area of responsibility up to a maximum of \$300 excluding Capital items. • Level 5 – in the absence of all other authorized officers when the requirement is urgent and with approval from the Chief Executive Officer or a Level 2 officer – CEO to countersign approval when available.
Power to Sub-Delegate	As above
Compliance Links	Shire Meekatharra Policy 4.02 and 4.12
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.3

Agreement as to payment of rates and service charges (s.6.49)

Function Performed	Authority to accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.6.49 – Agreement as to payment of rates and service charges
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers and duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to Deputy Chief Executive Officer
Compliance Links	Nil

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.4 Powers of entry (s3.28 & s3.34)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1. Confer powers of entry to allow staff performing the functions of the <i>Local Government Act 1995</i> to enter property following a notice being given under s.3.32. and; 2. Allow, in an emergency, entry to any land, premises or thing immediately and without notice to perform any Local Government function as considered appropriate to deal with the emergency.
<p><i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i></p>	
Power being Delegated	<p><i>Local Government Act 1995</i> s.3.28 - When this Subdivision applies (Subdivision 3 — Powers of entry) s.3.34 - Entry in emergency</p>
Power originally assigned to	Local Government
Power of Delegation	<p><i>Local Government Act 1995</i> s.5.42 – Delegation of some powers and duties to the CEO s.5.43 – Limitations on delegations to the CEO</p>
Power Delegated to	Chief Executive Officer
Council's Conditions on Delegation	Nil
Power to Sub-Delegate	<p><i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer, Works and Services Manager, Environmental Health Officer and the Ranger</p>
Compliance Links	<p><i>Local Government Act 1995</i> s.3.32 - Notice of entry</p>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.5 Certain provisions about land (s.3.25, s3.26 & s.3.27)

Function Performed	<p>Authority to give an owner or occupier of land notice requiring them to do anything as prescribed in Schedule 3.1, Division 1 of the <i>Local Government Act 1995</i>.</p> <p>Following a failure to comply with the above notice, authority to take action that is considered necessary to achieve, so far as is practicable, the purpose for which the notice was given.</p> <p>Authority to recover cost of the above action as a debt due from the person who failed to comply.</p> <p>Authority to do any of the things prescribed in Schedule 3.2 to non-local government property, without consent, in the Local Government's capacity to undertake its general functions as outlined in s.3.27.</p>
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<p><i>Local Government Act 1995</i></p> <p>s.3.25 – Notices requiring certain things to be done by owner or occupier of land</p> <p>s.3.26 – Additional powers when notices given</p> <p>s.3.27 – Particular things local governments can do on land that is not local government property</p>
Power originally assigned to	Local Government
Power of Delegation	<p><i>Local Government Act 1995</i></p> <p>s.3.24 – Authorising persons under this Subdivision (Subdivision 2 — Certain provisions about land)</p> <p>s.5.42 – Delegation of some powers and duties to the CEO</p> <p>s.5.43 – Limitations on delegations to the CEO</p>
Power Delegated to	Chief Executive Officer
Council's Conditions on Delegation	Nil
Power to Sub-Delegate	<p><i>Local Government Act 1995</i></p> <p>s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer</p>
Compliance Links	<p><i>Local Government Act 1995</i></p> <p>Schedule 3.1 - Powers under notices to owners or occupiers of land</p> <p>Schedule 3.2 - Particular things local governments can do on land even though it is not local government property</p>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.6 Enforcement and legal proceedings (s.9.10, 9.11, 9.13, 9.16, 9.19, 9.20 & 9.24)	
Function Performed	Authority to exercise the powers and duties of a local government to administer and enforce the provisions of the Act.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.9.11 – Persons found committing breach of Act to give name on demand s.9.13 – Onus of proof in vehicle offences may be shifted s.9.16 – Notice, giving of to alleged offender s.9.19 – Extension of time s.9.20 – Withdrawal of notice s.9.24 – Prosecutions, commencing
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers and duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Retention of Confidential File copy of relevant correspondence in safe or where confidentiality is not an issue, filing of all relevant documents in the Council filing system. Records to be kept under the provisions of the Shire of Meekatharra Record Keeping Plan and the General Disposal Authority for Local Government Records Legislation
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – N/A
Compliance Links	Nil

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.7 Closing certain thoroughfares to vehicles (s.3.50)

Function Performed	Authority to close a thoroughfare to vehicles wholly or partially, for a period not exceeding four weeks.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.50 – Closing certain thoroughfares to vehicles
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Works and Services Manager
Compliance Links	Nil

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.8 Declaring a vehicle as an abandoned vehicle wreck (s.3.40A)

Function Performed	Authority to declare an impounded vehicle as an abandoned wreck.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.40A - Abandoned vehicle wreck may be taken
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer and the Works and Services Manager
Compliance Links	<i>Local Government Act 1995</i> s3.39 - Power to remove and impound

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.9 Disposing of confiscated or uncollected goods (s.3.47)

Function Performed	Authority to sell or otherwise dispose of confiscated or uncollected goods.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.47 – Confiscated or uncollected goods - disposal
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	<ul style="list-style-type: none"> • The Chief Executive Officer may dispose of the above only after calling public tenders in accordance with Part 4 of the Local Government (Functions and General) Regulations. • The Chief Executive Officer is authorised pursuant to Section 5.43(B) of the Local Government Act 1995 to accept any tender up to the value of \$5000 • Tenders for amounts exceeding \$5000 shall be referred to the Council for consideration
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	<i>Local Government Act 1995</i> s.3.58 - Disposing of Property

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.10 Disposing of property (s.3.58)	
Function Performed	Authority to dispose of property surplus to the Shire's operational needs.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.58 - Disposing of Property
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> 1. Authority for the disposal of land and/or building assets is limited to matters specified in the Annual Budget or Corporate Business Plan and in any other case, requires a specific resolution of Council. 2. The Chief Executive Officer is limited to determining disposals of property (including land assets) for any single project, or where not part of a project a single event, to an aggregated maximum material value of \$200k 3. Authority to determine the method of disposal: <ol style="list-style-type: none"> a. Where a public auction is determined as the method of disposal: <ol style="list-style-type: none"> i. a reserve price has been confirmed by Council; ii. where the reserve price is not achieved at auction negotiation may be undertaken to achieve the sale of the property at up to a 10% variation on the valuation price. b. Where a public tender is determined as the method of disposal and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method and if so, must determine not to accept any tender and use an alternative disposal method. c. Where a direct negotiation is determined [s.3.58(3)] as the method of disposal, authority to: <ol style="list-style-type: none"> i. negotiate the sale of the property up to a 10% variance below the valuation; and ii. consider any public submissions received and determine if to proceed with the disposal, ensuring that the reasons for such a determination are recorded.
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	<i>Local Government Function and General Regulations 1996</i> r.30 - Dispositions of property excluded from Act s. 3.58

1.10 Disposing of property (s.3.58)

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

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1.11 Investment of funds (s.6.14)

Function Performed	Authority to invest money in the municipal fund or the trust fund that is not for the time being, required.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.6.14 – Power to invest
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Established documental internal control procedures to be followed to ensure control over the investments. Compliance with Clause 19(2) Local Government (Financial Management) Regulations 1996 Council Policy No 4.1 (Investments Policy).
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer regarding renewals and reinvestments in the same type of investments already approved by the Chief Executive Officer
Compliance Links	<i>Local Government (Financial Management) Regulations 1996</i> s19 - Investments, control procedures for Council Policy 4.01 COR 002: Financial Management

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.12 Local government may require lessee to pay rent (s.6.60)

Function Performed	Authority to require a lessee to pay rent to the Local Government in satisfaction of rates or service charges due and payable.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.6.60 – Local Government may require lessee to pay rent
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Subject to Council approval
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	Nil

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.13 Local laws administration (s.3.18)

Function Performed	Authority to exercise the powers and duties and to administer and do all things necessary to enact the Shire of Meekatharra Local Laws.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.18 – Performing executive functions
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Pursuant to the relevant and particular Local Law as prescribed

1.14 Local laws administration (s.3.18)

Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO may delegate some powers & duties to other employees relevant to particular Local Law as prescribed
Compliance Links	Shire of Meekatharra Local Laws

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.14 Objection to the rate record (s.6.76)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Extend the period of time for making the objection for such period as seen fit upon application by a person proposing to make an objection to the rate record. 2) Promptly consider any objection to the rate record and either disallow it or allow it, wholly or in part. 3) Serve upon the person by whom the objection was made written notice of its decision on the objection and a statement of its reason for that decision.
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This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.

Power being Delegated	<i>Local Government Act 1995</i> s.6.76 – Grounds of objection
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	Nil

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.15 Partial closure of thoroughfare for repairs and maintenance (s.3.50A.)

Function Performed	Authority to partially and temporarily close a thoroughfare, without giving local public notice, if the closure is: (a) for the purpose of carrying out repairs or maintenance; and (b) unlikely to have a significant adverse effect on users of the thoroughfare.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.50A. – Partial closure of thoroughfare for repairs or maintenance
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Report to Council at the next Ordinary Meeting.
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Works and Services Manager
Compliance Links	<i>Local Government Act 1995</i> s.3.50 - Closing certain thoroughfares to vehicles

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.16 Power to remove, impound goods and recover expenses (s.3.39 & s.3.48)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Remove and impound any goods as per s.3.39 of the Act. 2) Recover from the convicted offender the expenses incurred by removing and impounding the goods and disposing of them, if goods were removed and impounded under s.3.39.
<p><i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i></p>	
Power being Delegated	<p><i>Local Government Act 1995</i> s.3.39 – Power to remove and impound s.3.48 – Impounding expenses, recovery of</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO</p>
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<p><i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer and the Works and Services Manager</p>
Compliance Links	Nil
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.17 Power to write off debts (s.6.12)

Function Performed	Authority to write off money which is owed to the local government.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s 6.12 – Power to defer, grant discounts, waive or write off debts
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Debts up to a value of \$500.00 may be written off, conditional upon all avenues of debt recovery action having been exhausted. Report to Council at the next Ordinary Meeting.
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	Council Policy 4.06 – Write Off Debt Requests

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.18 Rates or service charges recoverable in court (s.6.56)

Function Performed	Authority to recover rates or service charges, as well as costs of proceedings for the recovery, in a court of competent jurisdiction.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.6.56. Rates or service charges recoverable in court
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Report to Council at the next Ordinary Meeting.
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 - CEO can delegate powers and duties to the Deputy Chief Executive Officer
Compliance Links	Council Policy 4.06 – Write Off Debt Requests

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.19 Disposal of sick or injured animals(s.3.47A)

Function Performed	Authority to humanely destroy the animal and dispose of the carcass, if an impounded animal is ill or injured to such an extent that treating it is not practicable.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government Act 1995</i> s.3.47A – Sick or injured animals, disposal of
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate powers and duties to the Works and Services Manager and Ranger
Compliance Links	Nil
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

1.20 Contract Variations (s. 5.42, 5.43 & 5.44)

Function Performed	Council delegates its authority and power to the Chief Executive Officer to approve minor variations to contracts entered into by resolution of Council (for example Tenders).
Power being Delegated	Chief Executive Officer
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i>
Power Delegated to	The Chief Executive Officer, in exercising authority under s5.44 of the Local Government Act, 1995 and may delegate this function to the Deputy Chief Executive Officer in the absence of the Chief Executive Officer
Council Conditions	Monetary variations to contracts are not to exceed the amount set aside in the budget adopted by Council. Report to Council at next Meeting.
Power to Sub-Delegate	As above
Compliance Links	Local Government (Financial Management) Regulations 1996

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

1.21 Mining Tenements (s. 5.46)

Function Performed	Council delegates its authority and power to the Chief Executive Officer to lodge objections to the granting of mining tenements that may affect Shire property. The Chief Executive Officer is further delegated authority to negotiate/impose appropriate conditions to be applied to the granting of any mining tenement in order to protect the Shires interest in that property
Power being Delegated	Chief Executive Officer
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i>
Power Delegated to	The Chief Executive Officer has elected to not sub-delegate this role.
Council Conditions	Compliance with Council Policy 5.4
Power to Sub-Delegate	As above
Compliance Links	Council Policy 5.04

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

PART 2 BUILDING ACT 2011

2.1 Appointment of Authorised Persons (s.96 & s.99)	
Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Designate an employee as an authorised person under the Building Act 2011; and 2) Revoke or vary a condition of designation as an authorised person or give written notice to an authorised person limiting powers that may be exercised by that person.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<p><i>Building Act 2011</i> s.96 - Authorised Person s.99 - Limitation on powers of authorised person</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Building Act 2011</i> s.96 – Authorised Person s.127 – Delegation: Special Permit Authorities and Local Governments</p>
Power Delegated to	Chief Executive Officer
Council Conditions	Building License Grant - Subject to the provisions of s 3.74 of the Local Government (Miscellaneous Provisions) Act 1960 and subject to the relevant building codes, Local Laws, Council's Policies and specific Resolutions of Council. Prior to issuing a building licence in respect of an outbuilding which exceeds 75m ² in area or 3m in height, the application shall be submitted to Council for consideration.
Power to Sub-Delegate	<p><i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Community Development and Services Manager and the Environmental Health & Building Officer</p>
Compliance Links	<p><i>Building Act 2011</i> s.97 - Identity cards <i>Council Policy</i> 6.03</p>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

2.2 Powers pursuant to the Building Act 2011

Function Performed	To undertake the powers of the Local Government for the following sections of the <i>Building Act 2011</i> .
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<p><i>Building Act 2011</i></p> <ul style="list-style-type: none"> s.18 Further Information s.19 Certificate of design compliance s.20 Grant of building permit s.21 Grant of demolition permit s.22 Further grounds for not granting an application s.24 Notice of decision not to grant building or demolition permit s.27 Conditions imposed by permit authority s.32 Duration of building or demolition permit (consider application to extend time) s.55 Further information s.56 Certificate of construction compliance s.57 Certificate of building compliance s.58 Grant of occupancy permit, building approval certificate s.60 Notice of decision not grant occupancy permit or grant building approval certificate s.62 Conditions imposed by permit authority s.65 Extension of period of duration s.88 Finishes of walls close to boundaries s.100 Entry powers s.101 Powers after entry for compliance purposes s.102 Obtaining information and documents s.103 User of force and assistance s.104 Directions generally s.110 Building Orders s.111 Notice of proposed building order other than a building order (emergency) s.117 Revocation of building order s.118 Permit authority may give effect to building order if non-compliance s.131 Inspection, copies of building records
Power originally assigned to	Local Government
Power to Delegate	<p><i>Building Act 2011</i></p> <ul style="list-style-type: none"> s.127 – Delegation: Special Permit Authorities and Local Governments
Power Delegated to	Chief Executive Officer
Council Conditions	Nil

2.2 Powers pursuant to the Building Act 2011

Power to Sub-Delegate	<p><i>Building Act 2011</i> s.127 – Delegation: Special Permit Authorities and Local Governments</p> <p><i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Community Development and Services Manager and the Environmental Health & Building Officer</p>
Compliance Links	<i>Building Regulations 2012</i>

DELEGATION ADMINISTRATION:

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	
4.	

UNCONFIRMED

PART 3 PUBLIC HEALTH ACT 2016

3.1 Appointment of Environmental Health Officer (s.17)

Function Performed	Authority to appoint suitably qualified employees as Environmental Health Officer(s)
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Public Health Act 2016</i> s.17 – Appointment of Environmental Health Officer(s)
Power is originally assigned to	Local Government
Power to Delegate	<i>Public Health Act 2016</i> s.21 – Enforcement agency may delegate
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Public Health Act 2016</i> s.21 – Enforcement agency may delegate CEO has elected to not sub-delegate this role
Compliance Links	<i>Public Health Act 2016</i> s.18 - Chief Health Officer to approve qualifications and experience required by Environmental Health Officer(s)

DELEGATION ADMINISTRATION:

Decision Reference	Decision Reference
1. New delegation	

3.2 Designation of Authorised Officers (s.24)

Function Performed	Authority to designate a person or class of persons as authorised officers under the <i>Public Health Act 2016</i> .
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Public Health Act 2016</i> s.24 – Designation of authorised officers
Power is originally assigned to	Local Government
Power to Delegate	<i>Public Health Act 2016</i> s.21 – Enforcement agency may delegate
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Public Health Act 2016</i> s.21 – Enforcement agency may delegate CEO has elected to not sub-delegate this role
Compliance Links	<i>Public Health Act 2016</i> s.25 - Certain authorised officers required to have qualifications and experience. s.26 - Further provisions relating to designations s.27 - Lists of authorised officers to be maintained s.28 - When designation as authorised officer ceases s.29 - Chief Health Officer may issue guidelines about qualifications and experience of authorised officers s.30 - Certificates of authority s.31 - Issuing and production of certificate of authority for purposes of other written laws s.32 - Certificate of authority to be returned. s.136 - Authorised officer to produce evidence of authority
DELEGATION ADMINISTRATION:	
Decision Reference	Decision Reference
1. New delegation	

PART 4 PLANNING AND DEVELOPMENT ACT 2005

4.1 General administration powers

Function Performed

Unless the specific power may only be exercised by the Council itself (or is not permitted to be delegated under the provisions of the *Local Government Act 1995*), the Council hereby delegates authority under Clause 82 of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* to the Chief Executive Officer¹ to administer the Scheme and exercise discretionary powers to conditionally or unconditionally approve (or recommend approval for) the following subject to the delegate/s actions being in accordance with the *Planning and Development Act 2005*, the Shire of Meekatharra Local Planning Scheme, the Acceptable Development requirements of the Residential Design Codes and variations that satisfy the Objectives and Performance Criteria of the Codes, State Planning Policies, relevant Local Laws and adopted Planning Strategies or Policies:

- a) Except for new buildings in the Commercial zone unless under a value of \$2,000,000 development² and land use applications:
 - where advertising is not necessary;
 - for which advertising is necessary and there are no objections;
 - for which advertising is necessary and any comments can be resolved through negotiation with the applicant or appropriately conditioned on the planning consent;
 - for which advertising is necessary and objections are received which are determined to be frivolous or vexatious by the Chief Executive Officer;
 - for which comments have been sought from any Government instrumentalities and those recommendations have been satisfactorily addressed or appropriately conditioned on the planning consent.
- b) Unless the specific power may only be exercised by the Council itself (or is not permitted to be delegated under the provisions of the *Local Government Act 1995*), the Council hereby delegates authority under Clause 82 of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* to the Chief Executive Officer³ to administer the Scheme and exercise discretionary powers to refuse (or recommend refusal for) the following subject to the delegate/s actions being in accordance with the *Planning and Development Act 2005*, the Local Planning Scheme, the Acceptable Development requirements of the Residential Design Codes, State Planning Policies and variations that satisfy the Objectives and Performance Criteria of the Codes, relevant Local Laws and adopted Planning Strategies or Policies:
 - Where a planning application is received that is classified as "X" or non-permitted under the provisions of the Local Planning Scheme.

¹ A list of delegated authority approvals for development and subdivision applications is to be included in each monthly agenda of the Ordinary Council Meeting.

² The *Planning and Development Act 2005* (as amended) defines 'development' as follows:

'development' means the development or use of any land, including—

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the land;
- (b) the carrying out on the land of any excavation or other works;
- (c) in the case of a place to which a Conservation Order made under section 59 of the *Heritage of Western Australia Act 1990* applies, any act or thing that—
 - (i) is likely to change the character of that place or the external appearance of any building; or
 - (ii) would constitute an irreversible alteration of the fabric of any building;

³ A list of delegated authority approvals for development and subdivision applications is to be included in each monthly agenda of the Ordinary Council Meeting.

4.1 General administration powers

- Where a planning application is received that is not mentioned in the Zoning and Land Use Table and is not consistent with the objectives of the particular zone.
 - Where a planning application is received that is not consistent with an adopted Local Planning Policy.
- c) Commence advertising of any proposal where so required by the Local Planning Scheme or other related legislation and inform or consult with any affected person or statutory authority prior to the application being determined by or on behalf of Council.
- d) Development on reserved land that is consistent with the gazetted purpose of the reserve, the Local Planning Scheme and leasing arrangements subject to prior consultation with the reserve manager or the Crown if not under Council control.
- e) Concurrently advertise and subsequently approve or renew planning applications for:
- kennels under the Local Planning Scheme No. 24 and Dogs Local Law⁴.
- f) Make recommendations to the Western Australian Planning Commission (WAPC) for:
- approval of subdivisions, amalgamations, strata and survey-strata plans, and variations to such applications that comply with the Local Planning Scheme any adopted Structure Plan and the adopted Local Planning Strategy;
 - refusal of subdivisions, amalgamations, strata and survey strata plans, and variations to such applications that do not comply with the Local Planning Scheme, any adopted Structure Plan and the adopted Local Planning Strategy; and
 - clearance of subdivision conditions that comply with the WAPC preliminary approval and Council's applicable development standards including authorization of receipt or refund of bonds, cash (includes cleared cheque) or bank guarantees for associated works.
- g) Administer the State Planning Policies that are referenced into the Local Planning Scheme.
- h) Determine that a revised plan is considered to contain modifications that are minor and do not amount to a significantly different proposal, do not breach any of the conditions of the approval and do not materially affect the decision given by, or on behalf of, Council or the WAPC.
- i) Determine whether there is compelling evidence to warrant reconsideration of a Council decision whether the decision was made by, or on behalf of Council.
- j) Amend or cancel development approval at the request of the owner.
- k) Respond, defend and otherwise deal with legal proceedings arising from planning decisions made by, or on behalf of, Council.⁵

⁴ Development Approval would normally be issued subject to a condition that a kennel licence be obtained under the Dogs Local Law and renewed annually. Therefore, if the use is substantially commenced during the term of the initial planning consent, the use could be continued subject to annual renewal in accordance with the Local Laws.

⁵ Council to be kept informed of any actions that may entail legal representation in Court or in an insurance claim being made against Council.

4.1 General administration powers

- l) Exercise discretion on behalf of Council to reach determination, where appropriate, of Appeals processed by mediation under the State Administrative Tribunal.
- m) Exercise discretion on behalf of Council in relation to the Arbitration provisions of the Scheme.
- n) Make modifications to Scheme Amendments in accordance with directions from the Minister for Transport and Planning providing that any such modification:
 - does not substantially alter the intent of the Council in adopting the amendment; or
 - is required because the proposed text is not lawful.
- o) Agree to accept management orders for reserves provided they have been created under Section 152 of the *Planning and Development Act 2005*.
- p) Extend time for a planning consent when there has been no proposed change to the Local Planning Scheme or supporting planning strategies and policies that would affect the previous approval and any change to the proposed plans is relatively minor.
- q) Comment on mineral exploration licenses.
- r) Issue Liquor Licensing Act Section 40 Certificates regarding compliance with relevant planning laws.
- s) Enter land or buildings for the purposes of administering the Local Planning Scheme in accordance with Schedule 2, section 79 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.
- t) Allow appropriate selection of road names by developers from the Council/Geographic Names Committee approved reserved name list subject to developers being given the opportunity to submit alternative selections to Council
- u) Determine that a use is consistent or not consistent with the objectives of a zone and determine an application under Section 18 (4) of the Local Planning Scheme.
- v) Determine a cash-in-lieu payment for parking spaces in accordance with the Local Planning Scheme.
- w) Issue a written direction under Section 214(2) of the *Planning and Development Act 2005* to any person undertaking a development that contravenes a Planning Scheme or planning Control Area requirements, to stop and not recommence, the development or part of the development that is undertaken in contravention of the planning scheme or planning control area requirements.
- x) Issue a written direction under Section 214(3) of the *Planning and Development Act 2005* if a development has been undertaken in contravention of a planning scheme or interim development order or in contravention of planning control area requirements;
 - to remove, pull down, take up, or alter the development; and
 - to restore the land as nearly as practicable to its condition immediately before the development started, to the satisfaction of the responsible authority.

This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.

4.1 General administration powers	
Power being Delegated	<p><i>Local Government Act 1995</i> <i>Planning and Development Act 2005</i> <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Shire of Meekatharra Local Planning Scheme Shire of Meekatharra Property Local Law Shire of Meekatharra Activities in Thoroughfares and Public Places Trading Local Law Shire of Meekatharra Dogs Local Law</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO <i>Planning and Development (Local Planning Scheme) Regulations 2015</i> Schedule.2, Part 10, cl.82</p>
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<p><i>Local Government Act 1995</i> s.5.44 – CEO may delegate some powers and duties to other employees such as Community Development and Services Manager and Environmental Health & Building Officer in accordance with the <i>Planning and Development (Local Planning Scheme) Regulations 2015</i> Schedule.2, Part 10, cl.83</p>
Compliance Links	Part 10 of Schedule 2, <i>Planning and Development (Local Planning Scheme) Regulations 2015</i>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

PART 5 BUSH FIRES ACT 1954

5.1 Appointment of Bush Fire Control Officers (s.38)	
Function Performed	Authority to 1) Appoint persons to be Bush Fire Control Officers for the purposes of the <i>Bush Fires Act 1954</i> ; and a) Of those Officers, appoint 2 as the Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officer; and b) Determine the respective seniority of the other Bush Fire Officers so appointed. 2) Issue directions to a Bush Fire Control Officer to burn on or at the margins of a road reserve under the care, control and management of the Shire.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Bush Fires Act 1954</i> s.38 - Local government may appoint bush fire control officers.
Power originally assigned to	Local Government
Power to Delegate	<i>Bush Fires Act 1954</i> s.48 - Delegation by local governments
Power Delegated to	Chief Executive Officer
Council Conditions	Any appointment is subject to the CEO being satisfied that the person to be authorised as a Bush Fire Control Officer has the appropriate qualifications and experience to perform the functions under the <i>Bush Fires Act 1954</i> .
Power to Sub-Delegate	Not applicable – Sub-delegation is prohibited by s.48 - Delegation by local governments
Compliance Links	<i>Bush Fire Brigades Local Law 2021</i> Council Policy 5.02: Bushfire Control
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

5.2 Fire break maintenance (s.33)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Give written notice to an owner or occupier of land or all owners or occupiers of land within the District and/or townsite requiring, to the satisfaction of the Shire: <ol style="list-style-type: none"> a) clearing of firebreaks as determined necessary and specified in the notice; and b) act in respect to anything which is on the land and is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire; and c) as a separate or coordinated action with any other person carry out similar actions. 2) Direct a Bush Fire Control Officer or any other Officer to enter onto the land of an owner or occupier to carry out the requisitions of the notice which have not been complied with, with such servants, workmen, or contractors, and with such vehicles, machinery, appliances as he deems fit, and may do such acts, matters and things as may be necessary to carry out the requisitions of the notice.. 3) Recover any costs and expenses incurred in doing the acts, matters or things required to carry out the requisitions of the notice.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Bush Fires Act 1954</i> s.33 – Local Government may require occupier of land to plough or clear fire-break
Power originally assigned to	Local Government
Power to Delegate	<i>Bush Fires Act 1954</i> s.48 - Delegation by local governments
Power Delegated to	Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> 1. Written direction is to be given to a Bush Fire Control Officer or any other employee to enter onto the land of an owner or occupier to carry out the requisitions of the notice which have not been complied with. 2. The Bush Fire Control Officer or other Officer may, in pursuance of the direction, enter upon the land of the owner or occupier with such servants, workmen or contractors, and with such vehicles, machinery, and appliances as he deems fit, and may do such acts, matter and things as may be necessary to carry out the requisitions of the notice.
Power to Sub-Delegate	Not applicable – Sub-delegation is prohibited by s.48 - Delegation by local governments
Compliance Links	<i>Bush Fire Brigades Local Law 2021</i> Council Policy 5.02: Bushfire Control
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	
2.	

5.3 Offences and infringements (s.59 & s.59A)

Function Performed	<p>Authority to:</p> <ol style="list-style-type: none"> 1) Institute and carry on proceedings against a person for an offence alleged to be committed against this Act. 2) Serve an infringement notice for an offence against this Act.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<p><i>Bush Fires Act 1954</i> s.59 - Prosecution of offences s.59A - Alternative procedure – infringement notices</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Bush Fires Act 1954</i> s.48 - Delegation by local governments s.59 - Prosecution of offences</p>
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	Not applicable – Sub-delegation is prohibited by s.48 - Delegation by local governments
Compliance Links	<p><i>Bush Fires (Infringements) Regulations 1978</i> <i>Bush Fire Brigades Local Law 2021</i> Council Policy 5.02: Bushfire Control</p>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation	

5.4 Withdrawal of infringements (s.59A)

Function Performed	Authority to withdraw an infringement notice for an offence against this Act.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Bush Fires Act 1954</i> s.59A - Alternative procedure – infringement notices
Power originally assigned to	Local Government
Power to Delegate	<i>Bush Fires Act 1954</i> s.48 - Delegation by local governments
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	Not applicable – Sub-delegation is prohibited by s.48 - Delegation by local governments
Compliance Links	<i>Bush Fires (Infringements) Regulations 1978</i> <i>Bush Fires Act 1954:</i> s.65 - Proof of certain matters s.66 - Proof of ownership or occupancy

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation	

5.5 Varying prohibited burning times (s.17)

Function Delegated	Joint authority, where seasonal conditions warrant it, to determine a variation of the prohibited burning times.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Bush Fires Act 1954:</i> s.17 - Prohibited burning times may be declared by Minister
Power originally assigned to	Local Government
Power to Delegate	<i>Bush Fires Act 1954</i> s.48 - Delegation by local governments s.17(10) – Prohibited burning times may be declared by Minister
Power Delegated to	Shire President and Chief Bush Fire Control Officer (jointly)
Council Conditions	1. Decisions under s.17(7) must be undertaken jointly by both the Shire President and the Chief Bush Fire Control Officer and must comply with the procedural requirements of s.17(7B) and (8).
Power to Sub-Delegate	Not applicable – Sub-delegation is prohibited by s.48 - Delegation by local governments
Compliance Links	<i>Bush Fire Regulations 1954</i> <i>Bush Fire Brigades Local Law 2021</i> Council Policy 5.02 Bushfire Control
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

PART 6 FOOD ACT 2008

6.1 Appoint Authorised Officers (s.122 & s.126)	
Function Performed	Authority to 1) Appoint a person to be an authorised officer for the purposes of the <i>Food Act 2008</i> . 2) Appoint an Authorised Officer appointed under s.122 (1) and (2) of this Act or s.24(1) of the <i>Public Health Act 2016</i> to be a Designated Officer for the purposes of issuing Infringement Notices under <i>Food Act 2008</i> . 3) Appoint an Authorised Officer to be a Designated Officer for the purpose of extending the time for payment of modified penalties [s.126 (6)] and determining withdrawal of an infringement notice [s.126(7).]
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Food Act 2008</i> s.122 Appointment of Authorised Officers s.126 Infringement Notices
Power originally assigned to	Local Government
Power to Delegate	<i>Food Act 2008</i> s.118 - Functions of enforcement agencies and delegation
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	Nil - <i>Food Regulations 2009</i> do not provide for sub-delegation.
Compliance Links	<i>Food Act 2008</i> s.122 - Appointment of authorised officers s.123 - Certificates of authority Department of Health Guidelines: Appointment of Authorised Officers as Meat Inspectors Appointment of Authorised Officers Appointment of Authorised Officers - Designated Officers only (section 126) Appointment of Authorised Officers – Appointment of persons to assist with the discharge of duties of an authorised officer. <i>Health Local Law 2021</i>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

6.2 Prohibition orders (s.65, s.66 & s.67)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Serve a Prohibition order on the proprietor of a food business in accordance with s65 of the <i>Food Act 2008</i>. 2) Give a Certificate of clearance, where inspection demonstrates compliance with a Prohibition order and any Improvement Notices. 3) Give written notice to proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a certificate of clearance after an inspection.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<p><i>Food Act 2008</i> s.65 - Prohibition order s.66 - Certificate of clearance to be given in certain circumstances s.67 - Request for re-inspection</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Food Act 2008</i> s.118 - Functions of enforcement agencies and delegation</p>
Power Delegated to	<p>Chief Executive Officer Environmental Health Officer</p>
Council Conditions	Nil
Power to Sub-Delegate	Nil - <i>Food Regulations 2009</i> do not provide for sub-delegation.
Compliance Links	<p><i>Food Act 2008</i> <i>Food Regulations 2009</i> Department of Health <i>Food Act 2008</i> Regulatory Guideline No.1: Introduction of Regulatory Food Safety Auditing in WA Food Unit Fact Sheet 8: Guide to Regulatory Guideline No.1: WA Priority Classification System <i>Food Act 2008</i> Verification of Food Safety Program Guideline <i>Health Local Law 2021</i></p>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

6.3 Registration of food business (s.110 & s.112)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1) Consider applications and determine registration of a food business and grant the application with or without conditions or refuse the registration. 2) Vary the conditions or cancel the registration of a food business.
<p><i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i></p>	
Power being Delegated	<p><i>Food Act 2008</i> s.110 - Registration of food business s.112 - Variation of conditions or cancellation of registration of food businesses</p>
Power originally assigned to	<p>Local Government</p>
Power to Delegate	<p><i>Food Act 2008</i> s.118 - Functions of enforcement agencies and delegation</p>
Power Delegated to	<p>Chief Executive Officer Community Development & Services Manager Environmental Health Officer</p>
Council Conditions	<p>Nil</p>
Power to Sub-Delegate	<p>Nil - <i>Food Regulations 2009</i> do not provide for sub-delegation.</p>
Compliance Links	<p><i>Food Act 2008</i> <i>Food Regulations 2009</i> Department of Health <i>Food Act 2008</i> Regulatory Guideline No.1: Introduction of Regulatory Food Safety Auditing in WA Food Unit Fact Sheet 8: Guide to Regulatory Guideline No.1: WA Priority Classification System <i>Food Act 2008</i> Verification of Food Safety Program Guideline <i>Health Local Law 2021</i></p>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
<p>1. New delegation</p>	

6.4 Prosecutions (s.125)

Function Performed	Authority to institute proceedings for an offence under the <i>Food Act 2008</i> .
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Food Act 2008</i> s.125 - Institution of proceedings
Power originally assigned to	Local Government
Power to Delegate	<i>Food Act 2008</i> s.118 - Functions of enforcement agencies and delegation
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	Nil - <i>Food Regulations 2009</i> do not provide for sub-delegation.
Compliance Links	<i>Food Act 2008</i> <i>Food Regulations 2009</i> Department of Health Compliance and Enforcement Policy
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

PART 7 DOG ACT 1976

7.1 Appoint Registration Officers (s.3)	
Function Performed	Authority to Appoint Registration Officers to exercise the powers and duties conferred on a Registration Officer by this Act.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Dog Act 1976</i> s.3 - Terms Used
Power originally assigned to	Local Government
Power to Delegate	<i>Do Act 1976</i> s.10AA - Delegation of local government powers and duties
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Dog Act 1976</i> s.10AA - Delegation of local government powers and duties s.5.44 – CEO can delegate some powers and duties to the Community Development and Services Manager
Compliance Links	<i>Dog Act 1976</i> s.3 - Terms used <i>Dogs Local Law 2021</i>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

7.2 Keeping of dogs (number of) (s.26)

Function Performed	Authority to grant exemptions to the number of dogs that may be kept in or on premises.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Dog Act 1976</i> s.26 – Limitation as to numbers
Power originally assigned to	Local Government
Power to Delegate	<i>Dog Act 1976</i> s.10AA – Delegation of local government powers and duties
Power Delegated to	Chief Executive Officer
Council Conditions	Report to Council at the next Ordinary Meeting.
Power to Sub-Delegate	<i>Dog Act 1976</i> s.10AA – Delegation of local government powers and duties s.5.44 – CEO can delegate some powers and duties to the Community Development and Services Manager
Compliance Links	<i>Dogs Local Law 2021</i>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation	

PART 8 CAT ACT 2011

8.1 Delegation to Authorized Officers (s.44 & 45)

Function Performed	The CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under another provision of this Act.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Cat Act 2011</i> s.3 - Terms Used
Power originally assigned to	Local Government
Power to Delegate	<i>Cat Act 2011</i> s.44, 45 & 46 - Delegation of local government powers and duties
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Cat Act 2011</i> s.45 & 46 - Delegation of local government powers and duties - CEO can delegate some powers and duties to the Community Development and Services Manager and Ranger
Compliance Links	<i>Cat Act 2011</i> s.3 - Terms used

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation	

PART 9 LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1960

9.1 Establishing pounds and appointing pound-keepers and Rangers (s.449)

Function Performed	Authority to 1) Establish pounds 2) Appoint fit and proper persons to be pound keepers and Rangers
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Miscellaneous Provisions) Act 1960</i> s.449 - Pounds, establishing; pound-keepers and rangers, appointing
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 -CEO can delegate some powers and duties to the Community Development and Services Manager
Compliance Links	<i>Local Government Act 1995</i>

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation	

PART 10 LAND ADMINISTRATION ACT 1997

10.1 Care, control and management of Reserves (s.46(2))	
Function Performed	To allow requests to be made regarding the care, control and management of the Shire of Meekatharra managed reserve in accordance with Section 46.(2) <i>Land Administration Act 1997</i>
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Statutory Power being Delegated:	<i>Land Administration Act 1997</i> s.46.(2) – Care, control and management of reserves
Power is Originally assigned to:	Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to:	Chief Executive Officer
Conditions on Delegation:	Limited to giving consent of the management body of reserve (being limited to the Shire of Meekatharra).
Statutory Power to Sub-Delegate:	<i>Local Government Act 1995</i> s.5.44 - CEO can delegate some powers and duties to the Community Development and Services Manager
Compliance Links	<i>Local Government Act 1995</i> <i>Land Administration Act 1997</i>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

**PART 11 LOCAL GOVERNMENT (FINANCIAL MANAGEMENT)
REGULATIONS 1996**

11.1 Donations (r.12)	
Function Performed	Authority to allocate amounts to applicants for donations, sponsorship, trophies and other such minor requests which promote community development.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Financial Management) Regulations 1996</i> r.12(1a) - Payments from municipal fund or trust fund, restrictions on making
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 – Delegation of some powers or duties to the CEO s.5.43 – Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> 1) CEO may approve donations of up to \$500 2) Application approvals and rejections must be co-signed by the Chief Executive Officer and Shire President. 3) Applications for donations can be received at any time. 4) The amount that can be approved will be assessed per application. 5) If the Chief Executive Officer has a declarable interest, the Deputy Chief Executive Officer will assess the application. 6) If the Shire President has a declarable interest, the Deputy Shire President will co- sign the application 7) All donations to be by cheque or bank transfer only, and 8) Report to Council next ordinary meeting.
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO has elected to not sub-delegate this role, with the exception of meeting the Council Conditions.
Compliance Links	Council Policy 2.09
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended –27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	

11.2 Payment of accounts (r.12)

Function Performed	Payments from the Municipal or Trust Funds.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Financial Management) Regulations 1996</i> r.12 Payments from municipal fund or trust fund, restrictions on making
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	Compliance with Regulations 11, 12 and 13 of the Local Government (Financial Management) Regulations 1996 and Council policies. Each payment from the Municipal Fund Bank Accounts and the Trust Fund Bank Accounts is to be noted on a list compiled each month showing: <ol style="list-style-type: none"> 1) The payee's name 2) The amount of the payment 3) The date of the payment 4) Sufficient information to identify the transaction
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Deputy Chief Executive Officer Community Development and Services Manager
Compliance Links	<i>Local Government (Financial Management) Regulations 1996</i> r.13 Payments from municipal fund or trust fund by CEO, CEO's duties as to etc. <i>Local Government Act 1995</i> s.6.5 – Accounts and records Shire Meekatharra Policy Manual 2019

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. Adopted – 22 June 2019: Resolution # 9.4.7	
2. Amended – 27 June 2020, Resolution # 9.3.1	
3. Reviewed – 17 April 2021, Resolution # 9.3.4	

**PART 12 LOCAL GOVERNMENT (UNIFORM LOCAL PROVISIONS)
REGULATIONS 1996**

12.1 Permission to have gate across public thoroughfare (r.9)	
Function Performed	Authority to assess and approve applications to construct a gate or other device across a public thoroughfare managed by the Local Government, that enables motor traffic to pass across the public thoroughfare and prevents livestock from straying.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996</i> r.9 - Permission to have gate across public thoroughfare — Sch. 9.1 cl. 5(1)
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	The Officer shall have regard to s3.50 and 3.51 of the Local Government Act 1995
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Works and Services Manager
Compliance Links	<i>Local Government Act 1995</i> s.9.60 & Sch.9.1 cl.5(1)
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation – amended from previous Delegation 5.05	

12.2 Private works on, over, or under public places (r.17)

Function Performed	Authority to grant permission to construct anything on, over or under a public thoroughfare or other public place that is local government property.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996</i> r.17 - Private works on, over, or under public places — Sch. 9.1 cl.8
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	The Officer shall have regard to s3.50 and 3.51 of the Local Government Act 1995
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Works and Services Manager
Compliance Links	<i>Local Government Act 1995</i> s.9.60 - Regulations that operate as local laws Sch 9.1 Cl.8 Private works on, over, or under public places

DELEGATION ADMINISTRATION

Decision Reference	Decision Reference
1. New delegation – amended from previous Delegation 5.05	

12.3 Requirement to construct and repair crossing (r.13)

Function Performed	<p>Authority to</p> <ol style="list-style-type: none"> 1. Give notice to an owner or occupier of land requiring the person to construct or repair a crossing. 2. Construct or repair the crossing if the person fails to comply with the notice, and recover 50% of the cost as a debt due from the person.
<p><i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i></p>	
Power being Delegated	<p><i>Local Government (Uniform Local Provisions) Regulations 1996</i> r.13 - Requirement to construct or repair crossing — Sch. 9.1 cl. 7(3)</p>
Power originally assigned to	Local Government
Power to Delegate	<p><i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO</p>
Power Delegated to	Chief Executive Officer
Council Conditions	In accordance with Council Policy 5.07 - Crossovers
Power to Sub-Delegate	<p><i>Local Government Act 1995</i> s.5.44 CEO has elected to not sub-delegate this role, with the exception of meeting the Council Conditions.</p>
Compliance Links	<p><i>Local Government Act 1995</i> s.9.60(4) – Regulations that operate as local laws Schedule 9.1 cl 7 Council Policy 5.07: Crossovers</p>
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

12.4 Dangerous excavation in or near public thoroughfare (r.11)	
Function Performed	<ol style="list-style-type: none"> 1. Authority to determine if an excavation in or on land adjoining a public thoroughfare is dangerous and take action to fill it in or fence it or request the owner / occupier in writing to fill in or securely fence the excavation [r.11(1)]. 2. Authority to determine to give permission or refuse to give permission to make or make and leave an excavation in a public thoroughfare or land adjoining a public thoroughfare [r.11(4)]. 3. Authority to impose conditions on granting permission [r.11(6)]. 4. Authority to renew a permission granted or vary at any time, any condition imposed on a permission granted [r.11(8)].
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996</i> r.11 – Dangerous excavation in or near public thoroughfare Sch. 9.1 cl. 6
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in the Local Government (Uniform Local Provisions) Regulations 1996. b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> i. Where appropriate, obtained written permission from or entered into a legal agreement with, each owner of adjoining or adjacent property which may be impacted by the proposed works. ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public assets at the completion of works. iii. Provided evidence of sufficient Public Liability Insurance. iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Works and Services Manager
Compliance Links	Local Government (Uniform Local Provisions) Regulations 1996
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference

12.4

Dangerous excavation in or near public thoroughfare (r.11)

1. New delegation

UNCONFIRMED

12.5

Obstruction of footpaths and thoroughfares (r.5, r.6, r.7A & r.7)

Function Performed	<ol style="list-style-type: none"> 1. Authority to determine, by written notice served on a person who is carrying out plastering, painting or decorating operations (the work) over or near a footpath on land that is local government property, to require the person to cover the footpath during the period specified in the notice so as to: <ol style="list-style-type: none"> a. prevent damage to the footpath; or b. prevent inconvenience to the public or danger from falling materials [r.5(2)]. 2. Authority to provide permission including imposing appropriate conditions or to refuse to provide permission, for a person to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare. [r.6(2) and (4)]. 3. Authority to renew permission to obstruct a thoroughfare and to vary any condition imposed on the permission effective at the time written notice is given to the person to whom permission is granted [r.6(6)]. 4. Authority to require an owner or occupier of land to remove any thing that has fallen from the land or from anything on the land, which is obstructing a public thoroughfare [r.7A]. 5. Authority to require an owner occupier of land to remove any part of a structure, tree or plant that is encroaching, without lawful authority on a public thoroughfare [r.7].
Power being Delegated	Local Government (Uniform Local Provisions) Regulations 1996 r.5(2) Interfering with, or taking from, local government land r.6 Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl.3(1)(a) r.7A Obstruction of public thoroughfare by fallen things – Sch.9.1 cl.3(1)(b) r.7 Encroaching on public thoroughfare – Sch.9.1. cl.3(2)
Power originally assigned to	Local Government
Power to Delegate	<i>Local Government Act 1995</i> s.5.42 - Delegation of some powers or duties to the CEO s.5.43 - Limitations on delegations to the CEO
Power Delegated to	Chief Executive Officer can delegate some powers and duties to the Deputy Chief Executive Officer
Council Conditions	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> i. Where appropriate, obtained written permission from each owner of adjoining or adjacent property which may be impacted by the proposed obstruction. ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good public assets damaged by the obstruction at the completion of works. iii. Provided evidence of sufficient Public Liability Insurance. iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.

12.5 Obstruction of footpaths and thoroughfares (r.5, r.6, r.7A & r.7)	
Power to Sub-Delegate	<i>Local Government Act 1995</i> s.5.44 – CEO can delegate some powers and duties to the Deputy Chief Executive Officer
Compliance Links	Determination of Bond Value and Conditions are specified in Delegation 12.6 of the Delegated Authority Manual: Obstruction of public thoroughfare by things placed and left. Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <i>Local Government Act 1995</i> .
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

UNCONFIRMED

PART 13 CARAVAN PARKS AND CAMPING GROUNDS ACT 1995

13.1 Managing infringement notices (s.23)			
Function Delegated	Authority to 1) Issue an infringement notice for an offence against this Act. 2) Vary or withdraw an Infringement notice for an offence against this Act.		
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>			
Power being Delegated	<i>Caravan Parks and Camping Grounds Act 1995</i> s.23 – Infringement notices		
Power originally assigned to	Local Government		
Power to Delegate	<i>Caravan Parks and Camping Grounds Act 1995</i> s.23 - Infringement notices		
Power Delegated to	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Issue Infringements (Subsection (2)) Deputy Chief Executive Officer Community Development & Services Manager Officer Environmental Health Officer Shire Ranger </td> <td style="width: 50%; vertical-align: top;"> Withdraw Infringements (Subsection, (5) & (7)) Chief Executive </td> </tr> </table>	Issue Infringements (Subsection (2)) Deputy Chief Executive Officer Community Development & Services Manager Officer Environmental Health Officer Shire Ranger	Withdraw Infringements (Subsection, (5) & (7)) Chief Executive
Issue Infringements (Subsection (2)) Deputy Chief Executive Officer Community Development & Services Manager Officer Environmental Health Officer Shire Ranger	Withdraw Infringements (Subsection, (5) & (7)) Chief Executive		
Council Conditions	Nil		
Power to Sub-Delegate	As above		
Compliance Links	Nil		
DELEGATION ADMINISTRATION			
Decision Reference	Decision Reference		
1. New delegation			

PART 14 HEALTH (MISCELLANEOUS PROVISIONS) ACT 1911

14.1 Appointment of Deputies (s.26)	
Function Delegated	Officers are appointed as Deputies to carry out the powers and functions of the Local Government under the <i>Health (Miscellaneous Provisions) Act 1911</i> .
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Health (Miscellaneous Provisions) Act 1911</i> s.26 - Powers of local government
Power originally assigned to	Local Government
Power to Delegate	<i>Health (Miscellaneous Provisions) Act 1911</i> s.26 - Powers of local government
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	Chief Executive Officer can delegate some powers and duties to the Deputy Chief Executive Officer, Community Development & Services Manager and the Environmental Health Officer
Compliance Links	Nil
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

PART 15 HEALTH (ASBESTOS) REGULATIONS 1992

15.1 Appoint Authorised and Approved Officers (r.15D)	
Function Delegated	Authority to: <ol style="list-style-type: none"> 1) Appoint Officers as Authorised Officers for the purpose of the <i>Criminal Procedure Act 2004</i> to issue infringements under the <i>Health (Asbestos) Regulations 1992</i>. 2) Manage infringements issued under the <i>Health (Asbestos) Regulations 1992</i> as an Approved Officer for the purpose of the <i>Criminal Procedure Act 2004</i>.
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>	
Power being Delegated	<i>Health (Asbestos) Regulations 1992</i> r.15D – Infringement Notices
Power originally assigned to	Local Government
Power to Delegate	<i>Health (Asbestos) Regulations 1992</i> r.15D – Infringement Notices
Power Delegated to	Chief Executive Officer
Council Conditions	Nil
Power to Sub-Delegate	CEO has elected to not sub-delegate this role.
Compliance Links	<i>Criminal Procedure Act 2004</i> Part 2 - Dealing with alleged offenders without prosecuting them
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	



PART 16 BUILDING REGULATIONS 2012

16.1 Appoint Approved and Authorised Officers (r.70)			
Function Delegated	Officers are appointed as Approved Officers and Authorised Officers for the purpose of the <i>Criminal Procedure Act 2004</i> to issue infringements and withdraw infringements under the <i>Building Regulations 2012</i>		
<i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions.</i>			
Power being Delegated	<i>Building Regulations 2012</i> r.70 – Approved Officers and Authorised Officers		
Power originally assigned to	Local Government		
Power to Delegate	<i>Building Regulations 2012</i> r.70 – Approved Officers and Authorised Officers		
Power Delegated to	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Authorised Officer (Issue Infringements) Deputy Chief Executive Officer Community Development & Services Manager </td> <td style="width: 50%; vertical-align: top;"> Approved Officer (Withdraw Infringements) Chief Executive Officer </td> </tr> </table>	Authorised Officer (Issue Infringements) Deputy Chief Executive Officer Community Development & Services Manager	Approved Officer (Withdraw Infringements) Chief Executive Officer
Authorised Officer (Issue Infringements) Deputy Chief Executive Officer Community Development & Services Manager	Approved Officer (Withdraw Infringements) Chief Executive Officer		
Council Conditions	Nil		
Power to Sub-Delegate	As above		
Compliance Links	<i>Criminal Procedure Act 2004</i> Part 2 - Dealing with alleged offenders without prosecuting them		
DELEGATION ADMINISTRATION			
Decision Reference	Decision Reference		
1. New delegation			

**PART 17 FINES, PENALTIES AND INFRINGEMENT NOTICES
ENFORCEMENT ACT 1994**

17.1 Registration of infringement notice (s.16 & s.22)	
Function Performed	Officers are appointed as Prosecuting Officers to register and withdraw infringements with the Fines and Enforcements Registry.
Power being Delegated	<i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i> s.16 – Registration of infringement notice: enforcement certificate s.22 – Prosecuting authority may withdraw proceedings
Power originally assigned to	Local Government
Power to Delegate	<i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i> s.13(3) – Registration of infringement notice: enforcement certificate
Power Delegated to	Chief Executive Officer Deputy Chief Executive Officer Community Development & Services Manager Shire Ranger
Council Conditions	Authorised Prosecutions Officers must ensure they have written permission from the Chief Executive Officer before withdrawing proceedings in accordance with s.22 of the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i> .
Power to Sub-Delegate	As above
Compliance Links	<i>Fines, Penalties and Infringement Notices Enforcement Regulations 1994</i> Shire Meekatharra Local Laws
DELEGATION ADMINISTRATION	
Decision Reference	Decision Reference
1. New delegation	

9.3.7 DONATION REQUEST – MARKUS SIMPSON

Applicant:	Nil	
File Ref:	ADM 0063	
Disclosure of Interest:	Nil	
Date of Report:	12 May 2022	
Author:	Svenja Clare Community Development & Services Manager	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

This item is for Council to consider donating to assist Markus Simpson attend the 2022 ‘Down Under Winter Classic’ national tournament on the Gold Coast, representing the West Coast Rays seventeen and under baseball team.

Attachments:

Letter from Markus Simpson dated 6 May 2022
Letter from Baseball WA

Background:

Markus Simpson is sixteen-year-old Meekatharra resident and has played baseball in three state championships and an Australian National Tournament in Lismore. He has now been selected to play for WA at the Gold Coast in July 2022.

In a similar request, Council in 2014 decided to support Janine and Mickaela Mongoo to attend the Ipswich National Rodeo Finals by donating \$1000.

Comment:

Supporting Meekatharra youth pursuing their goals and passion has the potential to inspire and motivate other kids to make better choices.

Fostering local talent may also spark ‘good news’ and publicity for Meekatharra.

Consultation:

Nil

Statutory Environment:

Nil

Policy Implications:

02.09 Donations

Budget/Financial Implications:

Council has a budget amount of \$26,000 for “other donations” of which \$4,000 has been spent this financial year.

Strategic Implications:

Strategic Community Plan – Build community participation, interactions and connection

Voting Requirements:

Simple Majority

Officers Recommendation:

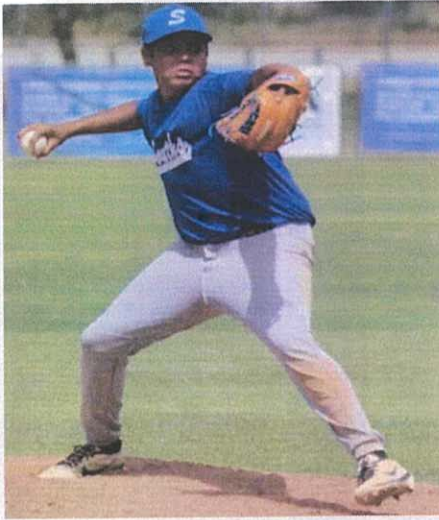
Moved: Cr DK Hodder

Seconded: Cr M Anderson

That Council resolve to donate \$1000 to Markus Simpson to attend the 2022 ‘Down Under Winter Classic’ National Baseball Tournament on the Gold Coast.

CARRIED 7/0

UNCONFIRMED



MARKUS SIMPSON

Aspiring Baseball
Player

CONTACT

PHONE:
0455 472 899

EMAIL:
Deewhy1610@yahoo.com.au

To whom it may concern,

Hello, my name Markus Simpson and I was born in King Edward Memorial Hospital in Subiaco, Western Australia. I am a Yamatji boy from Meekatharra who has a passion for baseball.

I have been selected for the West Coast Rays seventeen and under team to represent Western Australia at the 'Down Under Winter Classic' national tournament in Gold Coast on 3rd July to 9th July 2022.

I am asking for financial assistance to help with travel, accommodation, and tournament fees. In total I am trying to fundraise \$5000. I would appreciate any assistance you could please give me.

If You need further information please contact my Mum, Deanne Young on 0455 472 899.

Funds can be deposited into this account:

Markus Simpson

Bank: Westpac

BSB: 036224

Account number: 483982

Thank you for your support!

Sincerely,

Markus Simpson

Markus Simpson
06.05.22

9.4 COMMUNITY DEVELOPMENT

Nil

9.5 HEALTH BUILDING AND TOWN PLANNING

Nil

9.6 WORKS AND SERVICE

Nil

10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11. NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING



Moved: Cr M Smith

Seconded: Cr M Hall

That the urgent new business be discussed.

CARRIED 7/0

11.1 ABRA ROAD ACCESS & MAINTENANCE DEED AGREEMENT – ASHBURTON DOWNS ROAD

Applicant:	N/A	
File Ref:	ADM454	
Disclosure of Interest:	Nil	
Date of Report:	18 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider endorsing the Shire of Meekatharra and Abra Road Access and Maintenance Deed Agreement between the Shire of Meekatharra and Abra Mining Pty Ltd for the Ashburton Downs Road from the intersection of Ashburton Downs Road/Great Northern Highway O SLK to the Abra Mining site entrance at 185.20 SLK section.

Attachments:

Copy of:

- Shire of Meekatharra and Abra Road Access and Maintenance Deed Agreement.

Background:

Council will be aware that discussions and negotiations between Abra Mining Pty Ltd (AMPL) and Council have been ongoing for some time in regard to the use of the Ashburton Downs Road by AMPL. These negotiations have recently included several versions of a Road Access and Maintenance Deed Agreement where the CEO has been directly involved in discussions with senior management of AMPL to finalize the Deed Agreement.

Comment:

AMPL have now signed and executed the final version of the Shire of Meekatharra and Abra Road Access and Maintenance Deed Agreement as appended. The Deed Agreement is for the section of Ashburton Downs Road from the intersection of Ashburton Downs Road/Great Northern Highway O SLK to the Abra Mining site entrance at 185.20 SLK. The intent of the Deed Agreement is to ensure the preservation of Councils road asset (Ashburton Downs Road) that is subject to heavy haulage use by AMPL to service its mine site. AMPL has agreed to pay the Shire the security deposit in the sum of the Secured Amount to secure AMPL's performance of its obligations under this Deed (refer clause 1.1 and 4.5). This condition is intended, amongst other things, to ensure payment of the Shire's costs in the event that AMPL ceases operations and leaves the Public Haul Road Section, or part of the Public Haul Road Section, in a condition that is deemed unsatisfactory by the Shire acting reasonably.

A copy of the Shire of Meekatharra and Abra Road Access and Maintenance Deed Agreement is attached for Councils review and comment.

Consultation:

AMPL

Statutory Environment:

In accordance with the terms and conditions of the Deed Agreement.

Policy Implications:

Policy 5.03 – preservation of Councils road assets.

Budget/Financial Implications:

Nil to Council.

Strategic Implications:

In accordance with Councils Strategic Community Plan 2020 to 2030: Governance – *Ensure effective, efficient use of Shire resources and provide leadership for the community.*

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr BM Day
Seconded: Cr MR Hall

That Council approve the Shire of Meekatharra and Abra Road Access and Maintenance Deed Agreement as appended for the Ashburton Downs Road from the intersection of Ashburton Downs Road/Great Northern Highway O SLK to the Abra Mining site entrance at 185.20 SLK section,

AND

Authorize the Shire President and Chief Executive Officer to sign and execute the Deed Agreement under the Common Seal.

CARRIED 7/0

UNCONFIRMED

ROAD ACCESS & MAINTENANCE DEED



SHIRE OF MEEKATHARRA

-and-



ABRA MINING PTY LTD

TABLE OF CONTENTS

No	DESCRIPTION	PAGE
1.	DEFINITIONS, INTERPRETATION AND GOVERNING LAW.....	2
2.	COMMENCEMENT AND TERMINATION	6
3.	THE MRWA PERMIT.....	7
4.	OBLIGATIONS OF AMPL.....	8
5.	BREACH BY AMPL	13
6.	AMPL INDEMNITY	14
7.	INSURANCE	15
8.	CONSENT TO MAINTENANCE OF THE PUBLIC HAUL ROAD SECTION ..	16
9.	DISCRETION NOT FETTERED	16
10.	INSPECTIONS AND RECTIFICATION.....	17
11.	HANDOVER ON TERMINATION OR EXPIRY OF DEED	17
12.	EVENT OF DEFAULT.....	18
13.	DISPUTE RESOLUTION	19
14.	COSTS AND OUTGOINGS.....	20
15.	FORCE MAJEURE EVENT.....	20
16.	GST	21
17.	CONFIDENTIALITY	22
18.	GENERAL	22
	ANNEXURE A	27
	ANNEXURE B	29
	ANNEXURE C	30
	ANNEXURE D	32

This Deed is made this day of

2022

PARTIES

Abra Mining Pty Ltd (ACN 110 233 577) of Ground Floor, 1 Centro Avenue, Subiaco, 6008, Western Australia (“**AMPL**”)

and

SHIRE OF MEEKATHARRA of Main Street, Meekatharra, Western Australia (“**Shire**”)

RECITALS

- A. The Shire has the care, control and management of the Public Haul Road Section.
- B. AMPL plans to construct and operate a new mine adjacent to the Ashburton Downs – Meekatharra Road and operate Haulage Vehicles utilising the Public Haul Road Section to transport personnel, equipment and materials for the purposes of undertaking the construction and subsequent operation of the mine and its associated operating infrastructure.
- C. AMPL also plans to use a section of Tangadee Road (first approx. 6kms) to transport personnel and goods between its aerodrome on Tangadee Road and its camp facility and mine.
- D. The configuration, operation, and load limits of the Haulage Vehicles will be governed by the MRWA Permit, and compliance with conditions of that permit will be monitored by MRWA, the WA Police and the Shire.
- E. AMPL has agreed to pay the Shire the security deposit in the sum of the Secured Amount to secure AMPL’s performance of its obligations under this Deed. This condition is intended, amongst other things, to ensure payment of the Shire’s costs in the event that AMPL ceases operations and leaves the Public Haul Road Section, or part of the Public Haul Road Section, in a condition that is deemed unsatisfactory by the Shire acting reasonably.
- F. The Shire and AMPL wish to agree to the terms and conditions for the operation of AMPL’s Haulage Vehicles on the Public Haul Road Section for the duration of this Deed.
- G. The Shire acknowledges that the Public Haul Road section is a critical infrastructure component for the operation of the mine and that lack of access to the Public Haul Road section for any extended period will result in material adverse consequences for the mine and may result in the mine being temporarily or permanently closed.

This Deed and the MRWA Permit set out the terms and conditions for the operation of Haulage Vehicles on the Public Haul Road Section by AMPL and its Authorised Persons

1. DEFINITIONS, INTERPRETATION AND GOVERNING LAW

1.1 Definitions

In this Deed the following terms shall bear the following meanings:

“**Act**” means the *Local Government Act 1995*;

“**AMPL’s Obligations**” means each covenant, obligation, and duty contained or implied in this Deed or required by law to be performed by AMPL and its Authorised Persons;

“**Annexures**” mean a supplement or appendix to the Deed document and form part of the entire Deed document.

“**Authorisation**” means any approval, consent, permit, or permission (whether statutory or otherwise) and includes any conditions or requirements of any such approval, consent, permit or permission;

“**Authorised Person**” in relation to AMPL means AMPL’s officers, employees, agents, and contractors and subcontractors (including any Trucking Contractor or Maintenance Contractor);

“**Authority**” includes any government, agency, department, office, minister or other public body or authority of any kind, including the Shire acting in accordance with its powers and duties under the Act, and including any successor or substitute body or authority;

“**Business Day**” means a day that is not a Saturday, Sunday, or public holiday in Western Australia;

“**Claim**” includes any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise;

“**Commencement Date**” means the later of:

- (a) the date that is 60 calendar days following the Date of Execution, or
- (b) the date notified by the Shire in writing to AMPL (providing at least 60 calendar days’ notice);

“**Critical Movement**” means the use of the road network by AMPL that will be permitted when the Shire has closed the road (or part thereof) due to extreme weather conditions (or other events) and will only allow vehicle movement on the road under escort by the Shire for essential and/or emergency vehicles only;

“**Critical Movement Request**” has the meaning detailed in clause 4.11;

“**Corporations Law**” means the *Corporations Act 2001* (Cth) and its regulations;

“**Date of Execution**” means the date on which the last Party signs this Deed;

“**Deed**” means this deed as amended, supplemented or varied from time to time;

“**Dissatisfaction Notice**” means a Notice given in accordance with Clause 10;

“**Essential Vehicles**” means those trucks or vehicles that are critical for the delivery of essential services and supplies such as food, fuel etc and for the avoidance of doubt, does not include the transportation of mineral concentrates;

“**Event of Default**” means an event of default detailed in clause 12;

“**Force Majeure**” means any event not within the control of the affected Party and which by the exercise of due diligence, the affected Party is not reasonably able to prevent or overcome, and which prevents the affected Party from complying with its obligations under this Deed including AMPL’s Obligations and including but not limited to:

- (a) epidemic or pandemic, a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion, or an act of a public enemy;
- (b) strikes or industrial action;
- (c) the enactment of any statute or regulation by the parliament of the Commonwealth of Australia or Western Australia, which the Parties could not have been aware of prior to the execution of this Deed;

but is not an event which arises from any of the following:

- (d) lack of ability to use funds for any reason;
- (e) any occurrence which results from a negligent act or omission of the affected Party in performing its obligations under this Deed;
- (f) a breakdown of plant or equipment;
- (g) normal weather conditions for the time of year according to the Australian Bureau of Meteorology.

“**Government Agency**” means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a Law;

“**GST**” has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

“**Haulage Vehicles**” means the Trucks and RAVs utilised by AMPL or its Trucking Contractor to transport personnel, plant, equipment and materials along the Public

Haul Road Section for the purpose of construction of the mine and its infrastructure facilities;

“**Interest Rate**” means the interest rate at the time payment falls due being 2% greater than the Shire’s general; overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000;

“**Law**” includes:

- (a) any statute, law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;
- (b) any proclamation, ordinance or by-law;

“**Maintain**” includes maintain, repair, renovate, replace, rebuild, resurface and upgrade. “Maintenance” and “Maintaining” have equivalent meanings;

“**Maintenance Contractor**” means any contractor engaged by AMPL to carry out maintenance on the Public Haul Road Section;

“**Maintenance Standards**” means the maintenance standards for unsealed roads that are specified in Annexure C;

“**Mine Site**” means AMPL’s mine site currently located on mining tenements L52/195, G52/292 and M52/776;

“**MRWA**” means Main Roads Western Australia or any successor body;

“**MRWA Permit**” means any permit granted by MRWA under the *Road Traffic (Vehicles) Regulations 2014* (WA) pursuant to which AMPL or its haulage contractors are permitted to operate the applicable Haulage Vehicles on the Public Haul Road Section;

“**Notice**” means a notice as provided for in clause 18.2;

“**Notice of Further Work**” means a Notice given in accordance with Clause 11.1(b);

“**Parties**” means the Shire and AMPL, and “**Party**” means one of them;

“**Plans and Specifications**” means all plans and specifications and work drawings in relation to any works performed by AMPL or its contractors on the Public Haul Road Section;

“**Public Haul Road Section**” means those roads (or parts of roads) located within the Shire as detailed in Annexure A;

“**RAV**” means a Restricted Access Vehicle as defined under the *Road Traffic (Vehicles) Regulations 2014* (WA) utilised by AMPL or its Trucking Contractor to transport plant equipment and materials for the construction of the mine and its associated facilities;

“**Regulations**” means the *Local Government (Financial Management) Regulations 1996*;

“Road Design Standards for Unsealed Roads within the Shire of Meekatharra” means the standards set out in Annexure B;

“Secured Amount” means the sum of three hundred and fifty thousand dollars (\$350,000.00) as an unconditional and unilateral promise by a bank or financial institution to pay on demand a sum up to the specified amount upon the occurrence of certain events, such as where the company may have breached an obligation(s) in accordance with this Road Access and Maintenance Agreement;

“SLK” means Straight Line Kilometre;

"Tax Invoice" has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Taxable Supply" has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“Traffic Management Plan” means the traffic management plan to be prepared by AMPL and approved by the Shire in accordance with the MRWA Traffic Management for Works on Roads Code of Practice (February 2021);

“Truck” means a truck with a load capacity of 10 tonne or more utilised by AMPL or its Trucking Contractor to transport personnel, plant, equipment and materials on the Public Haul Road Section for the purpose of construction of the mine and its associated infrastructure facilities;

“Trucking Contractor” means any trucking contractor engaged by AMPL to haul personnel, plant, equipment and materials to the Mine Site for the purpose of construction and operations at the Mine Site and its associated infrastructure facilities;

“Trust Fund” means the trust fund the Shire is required to maintain under s.6.6(1)(b) of the Act.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the Recitals are to be construed as part of this Deed,

and unless the context indicates a contrary intention:

- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word "includes" in any form is not a word of limitation;
- (k) a reference to "\$" or "dollar" is to Australian currency; and
- (l) if any day appointed or specified by this Deed for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

1.3 Governing Law

This Deed is governed by and will be construed according to the laws of Western Australia.

2. COMMENCEMENT AND TERMINATION

2.1 Commencement of this Deed

This Deed will commence on the Commencement Date.

2.2 Termination of this Deed

- (a) This Deed will terminate on the earlier of the following:
 - (i) both Parties agree to its termination in writing;
 - (ii) subject to the completion of all works required under clauses 11.1(a) to 11.1(c) inclusive, the date of expiration of the 30 day Notice period after AMPL issues a Notice to the Shire stating that it has ceased to operate Haulage Vehicles on the Public Haul Road Section under this Deed; or
 - (iii) the Shire gives Notice to AMPL of an Event of Default under clause 12; or

- (iv) two (2) years from the Commencement Date, unless both Parties agree in writing to extend the Deed on the same terms following a review of the Deed performance and terms.
- (b) Termination of this Deed under any circumstances does not abrogate, impair, release or extinguish any debt, obligation, or liability of the Parties which may have accrued under this Deed.
- (c) All covenants in this Deed made by a Party which are by their terms intended to operate after the termination of this Deed will not merge on the completion of the matters referred to, or contemplated by, this deed but will survive that completion and termination.
- (d) Subject to clause 4.5(f), without limiting the clauses that survive termination, AMPL's Obligations as they relate to the security deposit, and completion of all works required under clauses 11.1(a) to 11.1(c) inclusive, continue notwithstanding that AMPL ceases to operate Haulage Vehicles on the Public Haul Road Section.

2.3 No Liability for Termination

- (a) The Shire is not liable to pay any costs, damages, or compensation to AMPL, and has no liability to AMPL whatsoever for, or connected with, the termination of this Deed (including if the Shire exercises its right under this Deed to terminate this Deed).
- (b) AMPL may not make any Claim whatsoever against the Shire for, or connected with, the termination of this Deed.

3. THE MRWA PERMIT

3.1 The MRWA Permit

The Parties agree that:

- (a) The MRWA Permit will govern the configuration, operation, and loading of RAVs on the Public Haul Road Section, and any inconsistency between the terms of this Deed and the terms of the MRWA Permit are to be construed so that the terms of the MRWA Permit prevail over the terms of this Deed to the extent of that inconsistency.
- (b) MRWA has the responsibility for monitoring compliance of AMPL and the Trucking Contractor with the MRWA Permit, and for enforcing compliance of the MRWA Permit.
- (c) Subject to clauses 3.1(a) & (b), the Shire will also monitor compliance of AMPL and the Trucking Contractor with the MRWA Permit.
- (d) In the event that the Shire identifies a breach of the terms and conditions of the MRWA Permit, the Shire may provide written notice of the breach to AMPL and to MRWA.

- (e) Investigation of an alleged breach and enforcement of any rectification will be the responsibility of MRWA.

4. OBLIGATIONS OF AMPL

4.1 Maintenance of the Public Haul Road Section

- (a) From the Commencement Date, AMPL shall Maintain and be responsible for Maintaining the Public Haul Road Section to the satisfaction of the Shire acting reasonably.
- (b) Subject to clause 4.12, AMPL must, use the Public Haul Road Section and carry out the Maintenance of the Public Haul Road Section in accordance with:
 - (i) all the requirements of all applicable Laws and all requirements of any Authority;
 - (ii) the Maintenance Standards;
 - (iii) the Road Design Standards for Unsealed Roads within the Shire of Meekatharra;
 - (iv) the Plans and Specifications;
 - (v) the approved Traffic Management Plan; and
 - (vi) to the satisfaction of the Shire, acting reasonably.
- (c) AMPL must obtain and comply with any Authorisation necessary to carry out AMPL's Obligations.
- (d) AMPL and its Authorised Persons must comply with any direction given by the Shire's Works and Services Manager (acting reasonably), or other person authorised by the Shire, with respect to any Maintenance work on the Public Haul Road Section.
- (e) AMPL must institute documented processes for routine inspection of the Public Haul Road Section to ensure that it is Maintained in a safe condition at all times.
- (f) To the extent that more than one party has contracted responsibilities with the Shire for maintenance of any section of the Public Haul Road Section, then:
 - (i) The responsibility for road Maintenance for that section may be shared between the parties; and
 - (ii) the parties must use reasonable endeavours to work together to agree a coordinated approach to road Maintenance for these shared sections on the basis of the relative impact on the road condition based on each party's activities.

4.2 Cost of the Maintenance

- (a) AMPL must pay all costs of and incidental to AMPL's Maintenance of the Public Haul Road Section.
- (b) AMPL is not entitled to seek or claim from the Shire any contribution towards AMPL's costs of Maintaining the Public Haul Road Section.
- (c) If the Shire undertakes works or Maintenance of the Public Haul Road Section that are AMPL's responsibility pursuant to this Deed, AMPL will pay to the Shire on demand the reasonably incurred costs to the Shire of that upgrade works or maintenance, provided the Shire has first called on the Secured Amount to the extent required and in accordance with clause 4.5.

4.3 AMPL Covenants

AMPL agrees and covenants that:

- (a) AMPL will Maintain the Public Haul Road Section to the Maintenance Standards and to the satisfaction of the Shire, acting reasonably.
- (b) All Trucks (loaded and empty) are to restrict their speed to a maximum of 60 km/h.
- (c) AMPL to provide as a minimum two semi water trucks with a capacity of 25,000 to 30,000 litres to water the Public Haul Road Section on days that their Trucks are running, and as required otherwise. Watering should concentrate on maintaining the integrity of the road with a focus, as required, on sections that are more susceptible to damage and to mitigate dust.
- (d) AMPL to provide a suitable grader, roller and additional water truck along with competent operators to Maintain the Public Haul Road Section to a satisfactory standard as required by the Shire (acting reasonably) and as instructed by the Shires Works and Services Manager or another person authorised by the Shire. This equipment and operators must be on constant stand by with the ability to mobilise to the site within 72 hours of notice being provided by the Shire to undertake road Maintenance.
- (e) AMPL is permitted to use Council water bores and turkeys nests to supply water for maintenance activities, except when required for Council use.
- (f) AMPL is to provide pumps and generators to supply sufficient water for the purpose of Maintaining the Public Haul Road Sections to the satisfaction of the Shire (acting reasonably). Three phase submersible pumps should be used with a maximum capacity of up to 15 tonnes per hour. The Shire recommends Grundfos KRC SP14-8A or similar.
- (g) The Shire water facilities are to be used only for the purpose of Maintaining the Public Haul Road Sections and not under any circumstances for mining operations or other purposes.

- (h) The Shire will monitor the condition of the road and may, acting reasonably, require AMPL to increase Maintenance operations, including but not limited to the provision of additional water trucks for watering the road.
- (i) Prior to any movements of RAVs along the Public Haul Road Section, signage is to be placed on the roads warning of 'Road Trains Entering' on either side of the entry intersections onto the Public Haul Section Roads.
- (j) Prior to any movements of RAVs along the Public Haul Road Section, signs stating words to effect of "Warning; Trucks/Road Trains travelling at 60 km/h over next 182 km/s" are to be placed at the start of the haul section at both ends of the haul route on Ashburton Downs Road.
- (k) Stop signs are to be placed on AMPL access roads at the intersections of AMPL access roads and the Ashburton Downs Road.
- (l) Any road Maintenance or construction work on the AMPL access roads at the intersection of Shire roads is to be constructed to the Shires satisfaction in terms of location and design (in order to avoid damage to Shire roads)
- (m) As security for the performance of AMPL's obligations under the deed, AMPL is to provide the Shire with a security deposit in accordance with clause 4.5.

4.4 Obligations of AMPL and Authorised Persons

AMPL's Obligations under this Deed are the obligations of AMPL and its Authorised Persons.

4.5 Security Deposit

- (a) As security for the performance of AMPL's Obligations under this Deed, prior to the Commencement Date AMPL shall provide the Shire of Meekatharra the required Secured Amount bank guarantee and the Shire of Meekatharra shall hold the Secured Amount in a secure location in the Shire administration building.
- (b) The Shire must hold the Secured Amount and treat this secured amount as it would in accordance with any monies it would deposit into the Shire's Trust Fund in accordance with section 6.9 of the Act and invest it in accordance with section 6.14 of the Act and regulation 19C of the Regulations.
- (c) The Parties agree that –
 - (i) the Secured Amount is to be held as a bank guarantee in a secure location that shall be the Shire Safe located in the Shire Administration building for the purposes set out in this clause 4.5;
 - (ii) the Secured Amount will be available to the Shire in accordance with this clause 4.5 and clause 5; and
- (d) If the Shire incurs any costs due to, or as a consequence of:

- (i) a breach of this Deed by AMPL; or
- (ii) a failure of AMPL to fully perform AMPL's Obligations; or
- (iii) a failure of AMPL to pay any moneys payable the Shire under this Deed, when due;

then the Shire may, on giving Notice on AMPL, call on the Secured Amount in full or in partial satisfaction of the Shire's reasonable costs.

- (e) If the Shire calls on the Secured Amount then:
 - (i) the Shire must promptly provide written confirmation to AMPL that the Secured Amount has been applied in full or in partial satisfaction of the Shire's costs and shall itemise the Shire's costs, giving credit for the Secured Amount, including interest; and
 - (ii) within 7 days after receiving Notice from the Shire requiring it to do so, AMPL must, unless it validly disputes the Shire's previous application/s of the Secured Amount, deposit an additional amount such that the total amount held for the purposes of this Deed is not less than the agreed Secured Amount.
- (f) Subject to any claim on the Secured Amount by the Shire, the Parties agree that the Secured Amount (or any remaining balance of the Secured Amount as the case may be) is to be returned to AMPL at the later of:
 - (i) 10 Business Days of the termination of this Deed;
 - (ii) the completion of all works required under clauses 11.1(a) to 11.1(c) inclusive, to the satisfaction of the Shire; and
 - (iii) the satisfaction of all claims on the Secured Amount by the Shire.

4.6 AMPL May Engage Contractors

AMPL may, at its discretion, engage any competent contractor to perform any of AMPL's Obligations in mutual agreement with the Shire.

4.7 Responsibility of AMPL

If AMPL performs any of AMPL Obligations through the use of any contractor or subcontractor, AMPL will remain directly responsible for the performance of AMPL's Obligations, and the Shire will only deal with AMPL with respect to that performance.

4.8 Directions

The Shire may give AMPL any reasonable direction with respect to the proper performance of AMPL's Obligations and AMPL must comply with any such direction.

4.9 Public Access to the Public Haul Road Section

Subject to clause 8 and 9, AMPL acknowledges that the Public Haul Road Section is a public road and must remain open to, and trafficable by, the general public at all times.

4.10 Extreme Weather Events

- (a) AMPL and the Shire acknowledge that extreme weather events typically associated with cyclonic or tropical low derived conditions may cause significant damage (“**Extreme Weather Damage**”) to the Public Haul Road Section, particularly associated with low level flood sections of the road, and that repair of such damage is outside the scope of AMPL’s Maintenance obligations in clauses 4.1(a) and 4.1(b) except to the extent that the damage is caused by or made worse by AMPL vehicles, including trucks of all configurations.
- (b) Following an extreme weather event, with the approval of the Shire (not to be unreasonably withheld), AMPL may, at AMPL’s cost, undertake Maintenance activities in accordance with the Deed to bring the road back to a trafficable state.
- (c) Nothing in this clause 4.10 affects the rights of either party under clause 15 (Force Majeure Event).

4.11 Critical Movement

- (a) During any period that the road has been closed by the Shire, AMPL may make a written request to the Shire to permit the movement of Essential Vehicles to and from the mine on the Public Haul Road Section or a nominated alternative route (“**Critical Movement Request**”).
- (b) The Shire may approve or deny this Critical Movement Request in its sole discretion, with such approval not to be unreasonably withheld or delayed.
- (c) If a Critical Movement Request is granted by the Shire under clause 4.11(a), AMPL acknowledges that it will take full responsibility for:
 - (i) conducting a risk assessment in relation to the movement;
 - (ii) ensuring the safety of all equipment and personnel involved in the movement;
 - (iii) minimising any adverse impacts to the road surface; and
 - (iv) promptly undertaking road repairs and/or maintenance to mitigate any damage caused by the movement.

4.12 No Upgrade of the Public Haul Road Section Without Consent

Subject to clause 4.1, AMPL must not undertake any upgrade works on the Public Haul Road Section without first submitting basic Plans and Specifications for the

works to the Shire and obtaining the Shire's prior written approval (not to be unreasonably withheld or delayed), which approval the Shire may refuse or grant conditionally or unconditionally. All such upgrade works are to be undertaken to the satisfaction of the Shire.

5. BREACH BY AMPL

5.1 Breach by AMPL

- (a) If AMPL breaches any of AMPL Obligations under this Deed and:
- (i) the breach has not been remedied by AMPL within twenty-one (21) days of a Notice from the Shire requiring it to do so; or
 - (ii) if remedy within twenty-one (21) days is not practicable, and AMPL has failed to take such action required to be taken by the Shire within a reasonable period of Notice from the Shire requiring it to do so,
- then the Shire may do one or more of the following:
- (iii) undertake the work in the Notice through the Shire or third parties (and AMPL shall pay to the Shire on demand all the costs and expenses incurred by the Shire to do so); or
 - (iv) declare the Public Haul Road Section to be unsuitable for traffic until the works under the Notice are either completed by AMPL, or rectified by the Shire pursuant to clause 5.1(a)(iii);
- (b) AMPL shall pay to the Shire on demand all the costs and expenses incurred by the Shire as a result of any breach by AMPL of this Deed and AMPL's Obligations.

5.2 Shire Remedies Not Limited

Nothing in this clause 5 limits, or is to be construed as limiting, any rights or remedies of the Shire pursuant to this Deed.

5.3 No Liability

- (a) The Shire is not liable to pay any costs, damages, or compensation to AMPL and has no liability to AMPL whatsoever for, or connected with, the Shire exercising any of its rights pursuant to this clause 5 or any Law.
- (b) AMPL may not make any Claim against the Shire whatsoever for, or connected with, the Shire's exercise of any of its rights pursuant to this clause 5.

6. AMPL INDEMNITY

6.1 AMPL Indemnifies the Shire

AMPL indemnifies, and shall keep indemnified, the Shire, its employees, agents, and contractors from and against all claims, demands, writs, summonses, actions suits prosecutions, proceedings, judgments, orders, decrees, damages, costs (including legal costs on an indemnity basis), liability, losses and costs of whatsoever nature which may be commenced or brought against the Shire, or the Shire may suffer or incur, in connection with any loss, property damage, bodily injury or death arising from or out of:

- (a) any occurrence in any way related to the Maintenance of the Public Haul Road, or any failure to Maintain the Public Haul Road Section, by AMPL;
- (b) any breach of AMPL's Obligations; or
- (c) the use of the Public Haul Road Section by AMPL and AMPL's Authorised Persons.

6.2 Apportionment of Liability

Notwithstanding clause 6.1 any liability incurred by AMPL under clause 6.1 reduces proportionally to the extent that the loss, damage, injury, death, or related Claim was caused by:

- (a) a negligent act of omission by the Shire or any employee, consultant, or agent of the Shire; or
- (b) a breach of this Deed by the Shire.

6.3 Indirect Loss

Notwithstanding any other provision in the Deed, the Parties shall not be liable to each other for loss of use, loss of contract, or for any indirect loss or consequential loss or damage which may be suffered under or in connection with this Deed.

6.4 Part 1F Civil Liability Act 2002

AMPL and the Shire agree that Part 1F of the *Civil Liability Act 2002 (WA)* does not apply to any dispute, Claim, action or other matter brought by any Party with respect to anything arising from this Deed.

6.5 Continuing Indemnity

- (a) Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Parties, and survives termination, completion or expiration of this Deed.
- (b) It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.

7. INSURANCE

7.1 Insurance

(a) AMPL must maintain, and ensure that any contractor or subcontractor engaged to perform any part of AMPL's Obligations maintain, insurance required to be affected by Law and such other insurance as the Shire may reasonably require, including:

(i) Public liability insurance

AMPL must affect and maintain public liability insurance for an amount of not less than \$20,000,000 in respect of any single event or accident and unlimited in the aggregate, including in relation to:

- A. The Shire and AMPL's liability for death, personal injuries, and the loss, damage or destruction of any property arising out of or in consequence of the Maintenance of or use of the Public Haul Road Section by AMPL or its Authorised Persons; and
- B. Any liability arising out of any act or omission of AMPL, the Shire, or any Authorised Persons; and

AMPL must also ensure that its policy of public liability insurance covers all claims, risks and events covered under the indemnities provided by AMPL to the Shire under this Deed.

(ii) Workers Compensation

AMPL must maintain and ensure that any contractor or subcontractor engaged to perform any part of AMPL's Obligations maintains a valid and enforceable worker's compensation insurance policy which complies with the *Workers Compensation and Injury Management Act 1981* in respect of all employees performing any part of AMPL's Obligations.

(b) The policies of insurance referred to in clause 7.1(a) must be taken out and made effective from or before the Commencement Date.

(c) All insurance referred to in clause 7.1 which is required to cover the Shire and AMPL must cover their respective employees, agents and consultants.

(d) AMPL shall provide the Shire with a copy of all insurance policies, receipts for payments, and certificates of currency with respect to each of the policies of insurance that AMPL is obliged to effect under this Deed.

7.2 General Insurance Obligations

In relation to any insurance that AMPL is required to take out under this Deed:

(a) AMPL must not intentionally do or permit anything which prejudices that insurance;

- (b) AMPL must promptly rectify anything which might prejudice that insurance and reinstate it or require it to be reinstated if it lapses;
- (c) AMPL must not agree to the cancellation of that insurance or do anything to allow it to lapse;
- (d) AMPL must notify the Shire immediately if:
 - (i) an event occurs which gives rise or is reasonably likely to give rise to a Claim under an insurance policy required by this clause 7; or
 - (ii) any policy is cancelled or there is a threat to cancel a policy; or
 - (iii) any premium under any insurance policy is not paid when due; or
 - (iv) there is a material change to a policy; or
 - (v) any event which results in or could result in a policy of insurance being invalidated or otherwise unenforceable.

8. CONSENT TO MAINTENANCE OF THE PUBLIC HAUL ROAD SECTION

- (a) The Shire as the management body of the Public Haul Road Section under the *Land Administration Act 1997* (WA) and for the purposes of the *Local Government (Uniform Local Provisions) Regulations 1996* (WA) consent to AMPL undertaking the Maintenance of the Public Haul Road Section in accordance with this Deed.
- (b) The Shire shall at all times retain ownership and control of the Public Haul Road Section.
- (c) The Shire may, in its absolute discretion, undertake Maintenance of the Public Haul Road Section at any time.

9. DISCRETION NOT FETTERED

- (a) Nothing in this Deed is to fetter, or is to be construed as an attempt to fetter, the discretion or powers of the Shire under any Law.
- (b) AMPL acknowledges that the Shire has powers under sections 3.50 and 3.50A of the Act to wholly or partially close the Public Haul Road Section.
- (c) Subject to sections 3.50 and 3.50A of the Act, the Shire reserves its right to close all or any part of the Public Haul Road Section or restrict access to any part of the Public Haul Road Section for as long as it deems appropriate if, due to adverse weather conditions, an emergency situation, or the Shire deems the Public Haul Road Section to be unsafe for use, provided that the Shire uses its best endeavours to provide AMPL with as much advance notice as reasonably practicable of any such closures or restrictions.

- (d) The Shire is not liable to pay any costs, damages, or compensation to AMPL for the Shire exercising any of its rights pursuant to this clause 9 or any Law. AMPL may not make any Claim against the Shire for, or connected with, the Shire's exercise of its rights pursuant to this clause 9.

10. INSPECTIONS AND RECTIFICATION

- (a) The Shire may inspect the Public Haul Road Section from time to time to ensure AMPL's compliance with clause 4 of this Deed.
- (b) If, after an inspection, the Shire is not satisfied that the Maintenance of the Public Haul Road Section is satisfactory, the Shire may give AMPL written notice specifying the defects and the date by which the rectification must be completed (such date to be at least 21 days after the date of issue of the Dissatisfaction Notice) ("**the Dissatisfaction Notice**").
- (c) AMPL must comply with a Dissatisfaction Notice at AMPL's cost and to the Shire's satisfaction by the date specified in the Dissatisfaction Notice.
- (d) If AMPL fails to comply with a Dissatisfaction Notice within the specified time, the Shire may do any of all of the following:
 - (i) declare the Public Haul Road Section to be unsuitable for traffic until the rectification work is completed; and
 - (ii) the Shire may arrange for the work in the Dissatisfaction Notice to be undertaken by the Shire or third parties, and AMPL shall pay to the Shire on demand all the costs and expenses incurred by the Shire to do so.

11. HANDOVER ON TERMINATION OR EXPIRY OF DEED

11.1 Standard of Public Haul Road Section at Handover

- (a) Within ten (10) Business Days after termination of this Deed, AMPL will do all things and undertake all Maintenance to the Public Haul Road Section in accordance with this Deed and as otherwise directed by the Shire in its absolute discretion to restore the Public Haul Road Section to a condition that meets the standards set out in clause 4.1(b).
- (b) On completion of the works required under clause 11.1(a) the Shire shall inspect the Public Haul Road Section and, acting reasonably, provide AMPL with:
 - (i) a written Notice of satisfaction that the works have been completed to the satisfaction of the Shire; or
 - (ii) a written notice of further work ("**Notice of Further Work**") required for AMPL, at AMPL's cost, to meet the condition required.

- (c) If AMPL fails to carry out the works required under clauses 11.1(a), or AMPL fails within ten (10) Business Days of the service of a Notice of Further Work issued under clause 11.1(b)(ii) to complete the works in that notice, the Shire may carry out the work itself, or engage contractors to carry out the works, at the cost of AMPL.
- (d) On termination or expiry of this Deed and completion of all works required under clauses 11.1(a) to 11.1(c) inclusive, the responsibility for Maintenance of the Public Haul Road Sections will revert to the Shire.

12. EVENT OF DEFAULT

12.1 Event of Default

An Event of Default occurs if at any time:

- (a) any moneys payable to the Shire by AMPL under this Deed remain unpaid for 7 days when due;
- (b) AMPL is in breach of any of AMPL's Obligations, and the breach has not been remedied by AMPL within twenty-one (21) days of a Notice from the Shire requiring it to do so;
- (c) distress is levied or a judgement, order, security or encumbrance is enforced against any property of AMPL;
- (d) a receiver or an agent in possession for a mortgagee is appointed in respect of AMPL;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Law is appointed in respect of any part of AMPL's property;
- (f) an application is made to a court for an order or an order is made that AMPL be wound up;
- (g) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of AMPL;
- (h) except for the purposes of reconstruction or amalgamation, AMPL enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of AMPL's creditors;
- (i) AMPL resolves to wind itself up or otherwise dissolve itself;
- (j) AMPL states that it is insolvent;
- (k) AMPL takes any step to obtain protection or is granted protection from its creditors under any applicable legislation; or
- (l) a mortgagee takes possession of any property of AMPL.

12.2 Shire's Rights for an Event of Default

Where there is an Event of Default the Shire may, at its option and without prejudice to any other right, claim or remedy which the Shire has under this deed and at Law, terminate this Deed by Notice to AMPL.

13. DISPUTE RESOLUTION

13.1 Notice of Dispute

- (a) In the event of a dispute between the Parties concerning this Deed in any way, or concerning the rights and liabilities of the Parties, the affected Party may give the other a written Notice setting out the material particulars of the dispute.
- (b) Notwithstanding the existence of a dispute or difference each Party shall continue to perform this Deed.

13.2 Appointment of Representative

Each Party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the Parties' representatives shall personally meet within ten (10) Business Days of the date of the receipt of the Notice calling for such a meeting.

13.3 Best Endeavours to Resolve Dispute

The Parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the dispute.

13.4 Notice to Arbitrate

- (a) If the dispute has not been resolved under clause 13.3, then the dispute may be submitted by either Party to the arbitration of a single arbitrator in accordance with, and subject to, Resolution Institute Arbitration Rules 2016.
- (b) Unless the Parties agree upon an arbitrator, either Party may request a nomination from the Chair of Resolution Institute.

13.5 Final Decision

The arbitrator's award shall be final and binding on the Parties.

13.6 No Entitlement to Commence an Action

No Party is entitled to commence or maintain an action upon a dispute until the matter in dispute has been referred to and determined by the arbitrator, and then only for the amount or relief to which the arbitrator, by her or his award, finds that Party is entitled.

13.7 Costs of Arbitration

The costs of the submission, reference or award are in the discretion of the arbitrator.

13.8 Right to Injunctions Preserved

Nothing in the preceding sub clauses shall be construed as limiting the rights of a Party to seek urgent injunctive orders from a Court to restrain another Party from an ongoing or repetitive breach of this Deed where an order for damages would not be an adequate remedy.

14. COSTS AND OUTGOINGS

- 14.1 AMPL must pay all costs and expenses of, and associated with, performing or complying with AMPL's Obligations.
- 14.2 AMPL is responsible for and shall pay to the Shire on demand:
- (a) all money paid by the Shire on behalf of AMPL in the discharge of any of AMPL's Obligations under this Deed;
 - (b) all amounts payable by the Shire in respect of legal costs and disbursements of and incidental to the instructions for and the registration, preparation, execution and stamping of this Deed, and each other instrument required to be prepared and executed under this Deed;
 - (c) all amounts payable by the Shire in respect of legal costs and disbursements, on an indemnity basis, of and incidental to:
 - (i) each Notice, search and inquiry given or made for the purpose of any document mentioned in clause 14.2(b);
 - (ii) any breach of AMPL's Obligations; and each action, suit, proceeding or matter arising out of, or incidental to, any breach of AMPL's Obligations.
 - (d) AMPL must pay interest at the Interest Rate on any amount outstanding to the Shire for more than 30 days under this Deed.

15. FORCE MAJEURE EVENT

15.1 Force Majeure

If an event of Force Majeure occurs, then:

- (a) the affected Party must as soon as possible provide to the other Party written notice specifying in a reasonable level of detail:
 - (i) the circumstances that have given rise to the event of Force Majeure; and
 - (ii) the expected consequences in respect of the affected Party's obligations under this Deed, including the affected Party's good faith estimate of the expected duration of the event of Force Majeure;

- (b) for the duration of the event of Force Majeure, and to the extent only that the inability to perform under this Deed is caused by Force Majeure, the affected Party shall be excused from performance of, and shall not be liable to the other Party for any failure in carrying out any of its obligations under this Deed (including if applicable, AMPL's Obligations);
- (c) each Party must do all things reasonably possible to reduce any further expense, cost or loss it incurs or may incur.

15.2 Extended Force Majeure Event

If an event of Force Majeure subsists and causes either Party to be unable to perform its obligations for a continuous period of at least sixty days then this Deed may be terminated by either Party providing written notice to the other Party.

16. GST

- (a) The amounts in this Deed are exclusive of GST.
- (b) If a Party (supplier) makes a Taxable Supply under or in connection with this Deed, then the Party that is required under this Deed to provide the consideration for that Taxable Supply (payer) must also, pay an additional amount equal to the GST payable by the supplier on that Taxable Supply.
- (c) Such additional amount is to be paid at the time the payer is required to provide the first part of the consideration for that Taxable Supply under the other provisions of this Deed, however, no such additional amount will be payable until the supplier has provided the payer with a Tax Invoice for the Taxable Supply in respect of which the additional amount is payable.
- (d) Any consideration that is required to be provided under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount incurred less the amount of any input tax credit to which an entity is entitled for its acquisition to which that cost, expense or other amount relates.
- (e) For the purpose of this clause 16:
 - (i) any terms that are not defined in this Deed but are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meanings ascribed to them by that Act; and
 - (ii) any reference to GST payable by a party includes any GST payable by the representative member of any GST group of which that party is a member and if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply.

17. CONFIDENTIALITY

- (a) No Party may in the absence of consent of the other Party, either before or after termination of this Deed divulge or allow its officers, employees, agents, contractors or consultants to divulge to any person (other than to those of its officers, employees, agents, contractors and consultants who reasonably require the information to enable them to properly perform their duties) any of the contents of this Deed or any other information concerning the operations, dealings, transactions, contracts or commercial affairs of the other Party.
- (b) The restrictions imposed by clause 17(a) do not apply to the disclosure of information:
 - (i) to any affiliate or bona fide intended assignee of that Party upon obtaining a similar undertaking of confidentiality from that affiliate or assignee in favour of both Parties;
 - (ii) to independent consultants, legal counsel and contractors of any Party whose duties reasonably require disclosure provided those consultants, legal counsel and contractors have made a similar undertaking of confidentiality to that Party;
 - (iii) to a Party's investors or prospective investors provided those investors and prospective investors have made a similar undertaking of confidentiality;
 - (iv) to any bank or financial institution from whom that Party is seeking or obtaining finance provided those banks or institutions have made a similar undertaking of confidentiality to that Party;
 - (v) to the extent required by Law;
 - (vi) to the extent required for the purpose of any arbitration, litigation or other dispute resolution procedures arising from this Agreement; or
 - (vii) to the extent that the same has become generally available to the public other than due to a Party in breach of its confidentiality undertakings.

18. GENERAL

18.1 Further Acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

18.2 Notices

Any communication under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as shown below:

Name: **Abra Mining Pty Ltd**
 Address: Ground Floor, 1 Centro Avenue, Subiaco WA 6008
 Email: admin@abramining.com.au
 For the attention of: Chief Executive Officer

Name: **Shire of Meekatharra**
 Address: 75 Main Street Meekatharra, WA 6642
 Email: executive@meekashire.wa.gov.au
 For the attention of: Chief Executive Officer

- (or as otherwise notified by that Party to the other Party from time to time);
- (c) must be delivered or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with clause 18.2(b); and
- (d) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the fifth Business Day after the date of posting to an address within Australia, and on the seventh Business Day after the date of posting to an address outside Australia;
 - (ii) (in the case of email) a delivery confirmation report received by the sender, which records the time that the email was delivered to the recipient's last notified email address is sufficient proof of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the recipient; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 18.2(b).
- (e) if sent pursuant to this clause 18.2:
 - (i) after 5.00 pm on a Business Day; or
 - (ii) on a day which is not a Business Day,

it is taken as having been sent at 9.00 am on the next business day.

18.3 Jurisdiction

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.

- (b) Each Party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 18.3(a).

18.4 Amendments

This Deed may only be varied by a document signed by or on behalf of each of the Parties.

18.5 Assignment

AMPL cannot assign or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the Shire, which may be withheld in the Shire's absolute discretion.

18.6 Entire Agreement

This Deed (including annexures) and any amendments or variations to them constitute the entire agreement between the Parties and supersede all prior oral and written representations and documentation.

18.7 Severability of Provisions

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

18.8 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by any Party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by any Party under this Deed will only be effective and binding on that Party if it is given or confirmed in writing by that Party.
- (c) No waiver of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

18.9 No Representation or Reliance

- (a) Each Party acknowledges that no Party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed.
- (b) Each Party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other Party.

18.10 Counterparts

This Deed may be executed in any number of counterparts, and all those counterparts taken together constitute one and the same instrument.

UNCONFIRMED

EXECUTED AS A DEED

EXECUTED for and on behalf of)
ABRA MINING PTY LTD)
(ACN 110 233 577) in accordance)
with section 127 of the *Corporations Act*:)

DocuSigned by:
Anthony James
B828D0A3E9D94E0...
Signature of Director

DocuSigned by:
Craig Barnes
6CFB8383C48D455...
Signature of Secretary/other Director

Anthony James
Name of Director in full
16 May 2022

Craig Barnes
Name of Secretary/other Director in full
10 May 2022

THE COMMON SEAL of)
SHIRE OF MEEKATHARRA)
was hereunto affixed pursuant)
to a resolution of the Shire in)
the presence of:)

Signature of Shire President

Signature of Chief Executive Officer

Name of Shire President (print)

Name of Chief Executive Officer (print)

ANNEXURE A

Public Haul Road Section

SLK = Straight Line Kilometres

Road 7030067 Ashburton Downs – Meekatharra Road 0 SLK to 185.20 SLK (with starting point at Great Northern Highway). Refer attached maps.

Road 7030063 Tangadee Road 0 SLK to approx. 6 SLK (to AMPL aerodrome turnoff) with starting point at Ashburton Downs Road. Refer attached maps.

UNCONFIRMED

ASHBURTON DOWNS – MEEKATHARRA ROAD

Road No. 7030067

Local Distributor

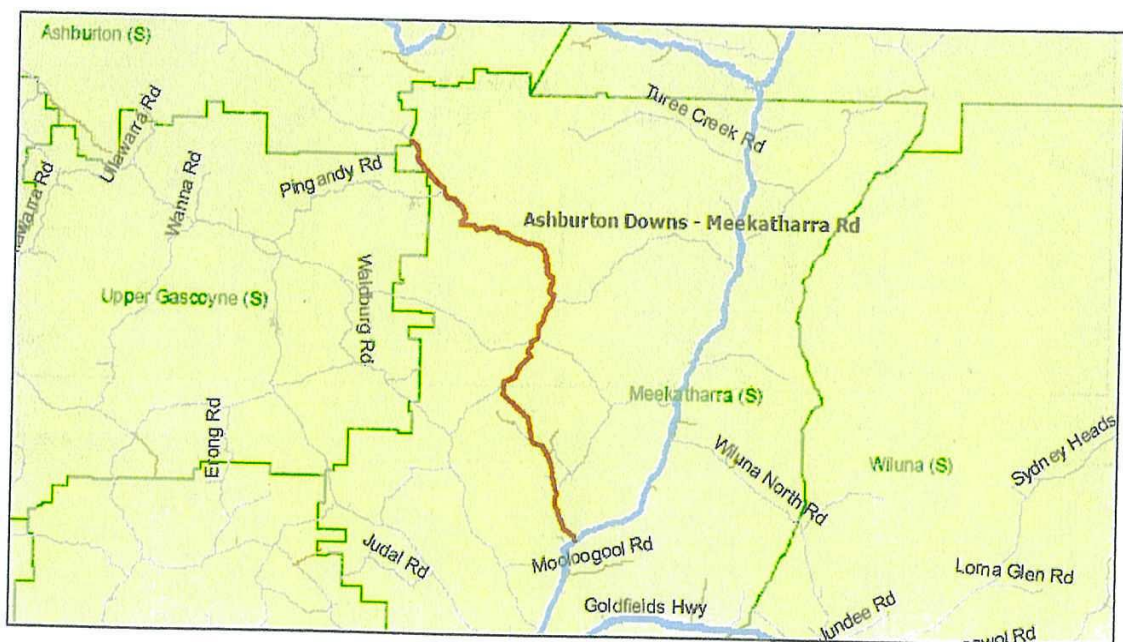
Meekatharra Shire

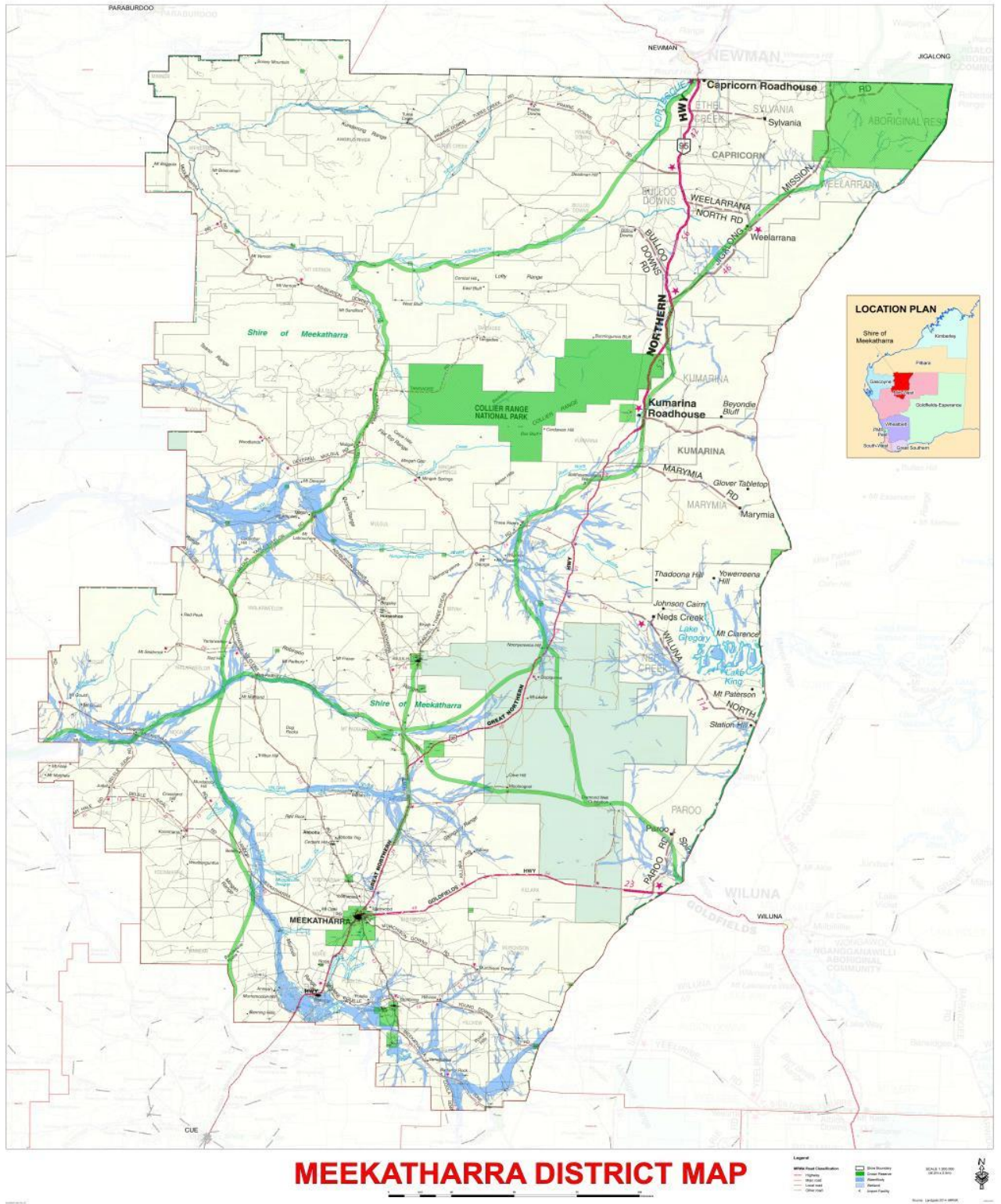
Last Reviewed: April 2021

FUNCTION

Ashburton Downs – Meekatharra Road is a connection from Paraburdoo and the western Pilbara through Meekatharra to Perth. The road services large operational mine sites as well as significant areas of exploration. It carries mining and tourist traffic in addition to serving the needs of Aboriginal communities and pastoral stations.

Ashburton Downs – Meekatharra Road is a RAV Network 10 road (conditional).





ANNEXURE B

Basic Road Design Standards for Unsealed Roads within the Shire of Meekatharra

Road design is a complex issue with many variables dictating the best design and construction method for road sections. The following is a general (laymans) guide to road design in the Meekatharra Shire. Some text book design standards do not work well in remote rangeland regions.

Basic design for relatively flat and straight sections

To preserve pastoral productivity and provide long lasting roads general design is a low pavement (crown up to approx. 300-400mm above the natural surface) with no table drains and no windrows (whatsoever).

Formation width of 10 metres, carriageway 8 metres with 3.5 metre traffic lanes. Some lower traffic road sections have a formation width of 8 metres with a 6 metre carriageway.

Crossfall at construction should be 3 to 4%.

Floodways generally have a 1% crossfall across the formation width.

Curves to have a calculated superelevation in accordance with the curve radius and drainage design that is suitable to keep the pavement dry during and after most weather events.

Basic Construction and Standard of Road Network

Roads are constructed using the best available on-site materials (within approx. max. 25km radius). Road construction is to be undertaken to best practice standards using recognised construction and water binding techniques.

ANNEXURE C

Maintenance Standards for Unsealed Roads

Routine Patrol

AMPL will undertake documented inspections of the Public Haul Road Section at least once every 100 (one hundred) truck passes over the Public Haul Road Section and not less than once every three calendar months. To ensure accuracy of documented inspection routines, AMPL will ensure that all the plant vehicles used for the purposes of undertaking required maintenance shall be fitted with GPS tracking systems. This will allow the Shire to monitor maintenance work being undertaken on designated sections of the road network.

Response to Defects

The agreement to maintain the unsealed section of the Road is premised on two objectives:

1. Protect and maintain the road asset; and
2. Ensure that the Road is maintained in a safe condition for all road-users.

The specification for maintenance of the road is performance-based; and falls into two categories:

- Routine Patrol
- Response to Defects

In terms of Routine Patrol, the Company or its works contractor must implement reasonable endeavours documented inspection processes to ensure that the Road is maintained safe at all times, specifically, but not limited to:

<i>Routine Patrol</i>	<i>Target Response Time</i>
<i>Remove road kill</i>	<i>12 daylight hours</i>
<i>Clear blocked culverts</i>	<i>12 daylight hours</i>
<i>Replace damaged signs & guideposts</i>	<i>1 week subject to best endeavors to secure availability</i>
<i>Cordon off hazards, Place / replace hazard signs</i>	<i>4 hours 4 hours</i>
<i>Remove litter including abandoned vehicles</i>	<i>1 week subject to the said abandoned vehicle or litter being caused by the Company's operations</i>

In terms of Response to Defects, the Company or its approved works contractor must implement reasonable endeavours documented inspection processes to ensure that the Road is maintained safe at all times specifically, but not limited to;

<i>Defect</i>	<i>Intervention Level</i>	<i>Target Response Time</i>
<i>Dust Control The Shire and the Company agreed that the unsealed sections of road shall be maintained at a minimal dust free level</i>	<i>When visibility falls below a clear line of sight from 200m behind a permit vehicle to 200m in front of a permit vehicle, measured using a wind free day as a baseline with suitable distance and direction adjustments for wind strength and direction of other days.</i>	<i>8 hours</i>
<i>Potholes and corrugations</i>	<i>Potholes > 50mm deep, or >1.0sq meters in area</i>	<i>2 weeks</i>
<i>Any pavement failure and/or blowouts</i>	<i>When identified as hazardous to traffic</i>	<i>12 daylight hours 1 month</i>
<i>Shoulder erosion</i>	<i>Width of shoulder reduced to < 1.0m as a result of Company's operations and not by weather events</i>	<i>1 month</i>
<i>Gravel Loss</i>	<i>When gravel loss is identified at average 40% over 10 km distance, or at 50% over any other smaller portion of the road. Gravel loss is determined to be from the crown of the road to the shoulder of the road including any portion of the road. Remedy is to re-sheet and reinstate the road to the original level.</i>	<i>1 month</i>
<i>Off-road drainage</i>	<i>Ponding extends into pavement layer as a result of Company's operations and not by weather events</i>	<i>1 week</i>
<i>Silted Culverts</i>	<i>Depth of silt < 20% of culvert</i>	<i>1 month</i>
<i>Extraordinary weather event</i>	<i>Dependent on event and effect to road network</i>	<i>2 months</i>

All maintenance activities must comply with an approved Traffic Management Plan, per MRWA Code of Practice 2010.

ANNEXURE D

Grid Agreement

Introduction

This Annexure forms a part of the Ashburton Downs Road Access and Maintenance Deed Agreement between the Shire of Meekatharra and AMPL

Grids are constructed on Council managed roads to effectively control stock using the road reserve where the road reserve is not completely fenced or where stock need to be moved across a road from one property to another directly opposite. In these situations, the Grid is used as a low-cost option to safely manage the passage of stock where in the opinion of Council a stock underpass is not a practical or cost effective solution.



Council has a responsibility to provide a safe and efficient road network for all road users. In this regard the current Grids in place on the Ashburton Downs Road will remain given the intention of the grids as prescribed above.

Grid Maintenance

The Company agrees to maintain the standard of the Grids on the Ashburton Downs Road to the condition that the Grids were in at the commencement of this Deed Agreement. As a pre-condition to maintaining the Grids, both parties to this Deed agree to include the Grid standard requirement as a part of the Ashburton Downs Road Condition Report that will be prepared and completed by a suitably qualified independent person(s) at the expense of the Company prior to the Commencement Date of this Deed.

The Company must agree, at its cost, to maintain the Grids in accordance with the Road Condition Report for the Term and for any period after the Term that is necessary to comply in accordance with any directions under clause 3.4 and Item 2 of Annexure D of the Deed Agreement. Notwithstanding any other term of this Deed, the Shire is, and will remain at all times, the owner of the Road Grids.

11.2 LLOYDS PLAZA SHOP 2 LEASE – TECHNOLOGY METALS

Applicant:	Nil	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	19 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider a lease between the Shire of Meekatharra and Technology Metals Australia Ltd for Shop 2 at Lloyds Plaza.

Attachments:

Copy of:

- email expression of interest from Technology Metals Australia Ltd, and
- Lloyds Plaza floor plan Shop 2

Background:

Council will be aware that several shops at Lloyds Plaza are vacant that includes Shops 1 and 2 as well as the Gallery. The Café premises has been recently leased to Mama Moon's Bakery and commenced trading on 17th of May 2022 and Leanne Sharrock who recently relocated to the former Hairdressers Shop to increase her exposure to visitors in the Lloyds Plaza complex.

Technology Metals Australia Ltd have expressed an interest in leasing Shop 2 at the Lloyds Plaza Complex with the intention of providing a presence in town to market their proposed mining operations at the Gabanintha and Yarrubba projects. Technology Metals Australia Ltd are currently negotiating a Road Access & Maintenance Deed Agreement with the CEO for use of Councils road network at the projects. In this regard the opportunity arose to discuss the possible lease of Shop 2 at Lloyds Plaza.

Comment:

As noted above, the CEO and Chief Operating Officer of Technology Metals Australia Ltd have discussed the possibility of Technology Metals Australia Ltd leasing Shop 2 at the Lloyds Plaza Complex. Details of Shop 2 at Lloyds Plaza include the following:

- Floor area – 26.75m²
- Utilities – own power meter with hot/cold water hand basin and split system air con, and
- Rental - \$3,747 p/annum

The attached email from the Chief Operating Officer of Technology Metals Australia Ltd advises Council the primary reasons why Technology Metals Australia Ltd intend to lease Shop1 at Lloyds Plaza are to:

1. Utilise services and facilities located in and proximal to Meekatharra.
2. Provide opportunities for business and people within the Meekatharra township and surrounding region easy access to Technology Metals Australia Ltd.
3. For Technology Metals Australia Ltd to create a presence and a base to work from with the Lloyds Plaza Complex being an ideal location.
4. To provide Technology Metals Australia Ltd staff in Meekatharra and increase investor and stakeholder visits that will also include visual display and information to promote and provide updates on the Technology Metals Australia Ltd projects.
5. The office will be initially occupied a part-time basis, progressing to full time as the project workload increases over the next six to twelve months, and
6. The conference room facility would be frequently utilised to host investor visits and meetings.

This report recommends that Council agree to the lease of Shop 2 at Lloyds Plaza Complex to Technology Metals Australia Ltd and instruct the CEO to negotiate the formal lease with Technology Metals Australia Ltd for execution.

Consultation:

Technology Metals Australia Ltd.

Statutory Environment:

Nil at this stage.

Policy Implications:

Nil at this stage.

Budget/Financial Implications:

Annual lease amount for Shop 2 at Lloyds Plaza is \$140.07 per square meter x 26.75 = \$3,747.00

Strategic Implications:

In accordance with Councils Strategic Community Plan 2020 - 2030 *Governance Objectives – to manage resources effectively.*

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr BM Day

That Council approve leasing Shop 2 at the Lloyds Plaza Complex to Technology Metals Australia Ltd and instruct the CEO to negotiate and finalize the formal lease with Technology Metals Australia Ltd for the Shire President and CEO to execute under Common Seal.

CARRIED 7/0

From: Kelvin Matthews <executive@meekashire.wa.gov.au>
Sent: Tuesday, 17 May 2022 3:11 PM
To: David English <david@tmtlimited.com.au>
Cc: Meeka DCEO <dceo@meekashire.wa.gov.au>; CDSM <cdsm@meekashire.wa.gov.au>
Subject: RE: Lloyds Plaza

Hello David, as discussed further to your email, I will advise Council by agenda item for this Saturday's (21/5/22) Council meeting and advise you of the outcome shortly afterwards. In the meantime should you have any further queries please do not hesitate to contact me thank you.

Regards

Kelvin Matthews

Chief Executive Officer

From: David English <david@tmtlimited.com.au>
Sent: Tuesday, 17 May 2022 1:18 PM
To: Kelvin Matthews <executive@meekashire.wa.gov.au>
Cc: Meeka DCEO <dceo@meekashire.wa.gov.au>; Ian Prentice (TMT) <ian@tmtlimited.com.au>
Subject: Lloyds Plaza

Kelvin,

Thank you for the opportunity to meet you new team members (Peter and Darren) and the opportunity to discuss the draft road access agreement currently with you for review. We look forward to receiving your comments.

We also discussed the availability of shops within the Lloyds Plaza. I have had a good look at both Shop 1 and 2 and would like to progress discussion on leasing one of these so that TMT can set up a presence and office in town. I will come back into the Shire Office around 2:00 pm to discuss if you are available. If not, please call Or email tenancy agreement and lease costs for the two shops.

Thank you and Regards

David English

Chief Operating Officer

Technology Metals Australia Limited



From: David English <david@tmtlimited.com.au>
Sent: Wednesday, 18 May 2022 7:09 AM
To: Kelvin Matthews <executive@meekashire.wa.gov.au>
Cc: Ian Prentice <ian@tmtlimited.com.au>; Meeka DCEO <dceo@meekashire.wa.gov.au>
Subject: RE: Lloyds Plaza

Kelvin,

Thank you for taking this initiative to advise Council.

Please refer to the following as additional information to inform the Council.

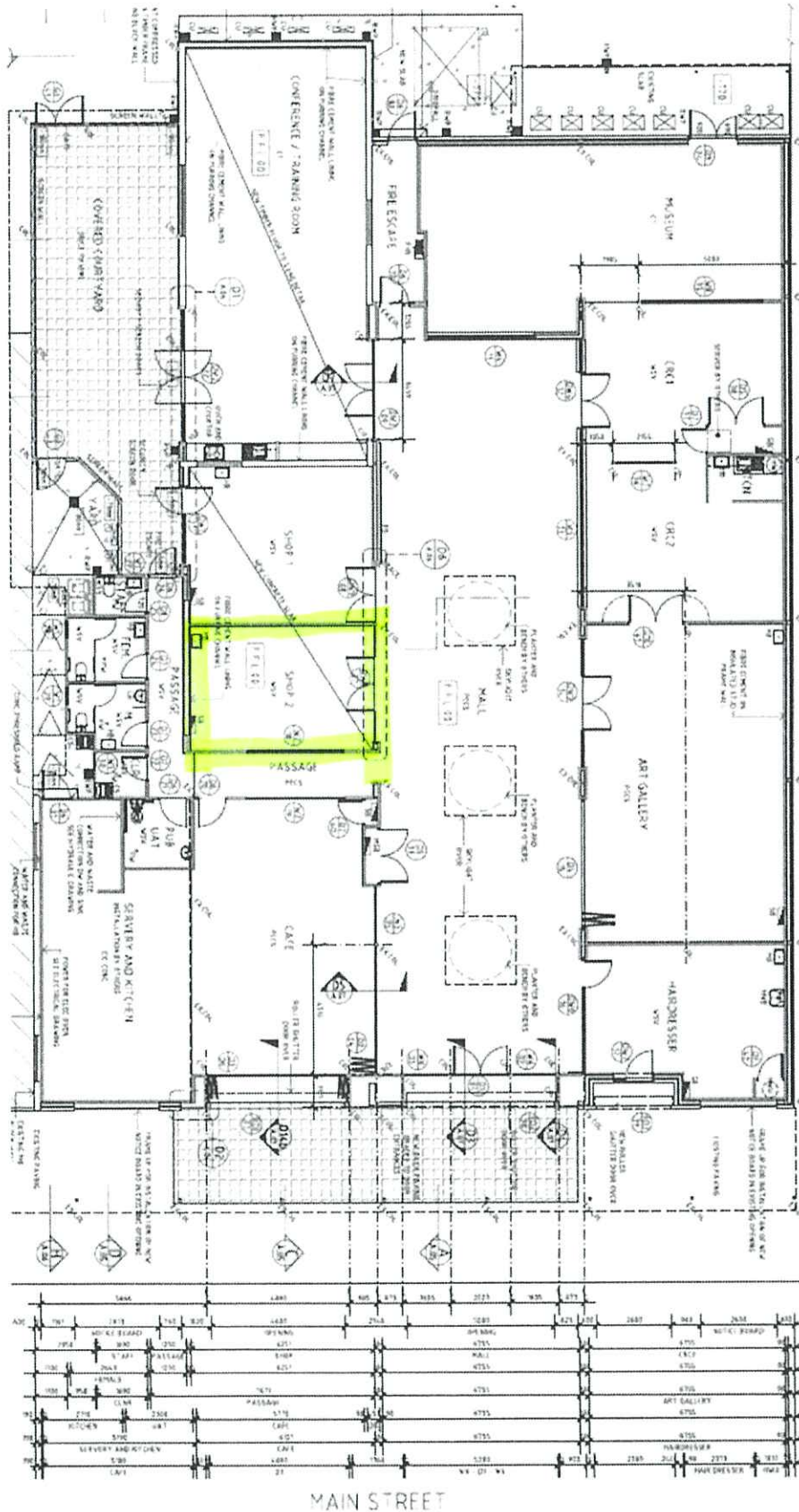
1. Technology Metals (TMT) through The KOP Venture (KOP) is focussed on developing the Murchison Technology Metals Project (MTMP).
2. The MTMP is located circa 40km south-east via the Sandstone Road.
3. TMT seeks to utilise services and facilities located in and proximal to Meekatharra.
4. TMT is committed to providing opportunities for business and people within the Meekatharra township and surrounding region.
5. Engagement and integration is fundamental to TMT achieving this.
6. TMT wish to establish an office within Meekatharra to create a presence and a base to work from. The Lloyd Plaza is an ideal location and complex.
7. There will be an increasing of TMT staff in Meekatharra and increasing investor and stakeholder visits.
8. The office will include visual display and information to promote and provide updates on the MTMP. These will located internally and displayed externally through the glass walls with information and brochures inside and available when the shop is open. Shop 2 is ideal for this.
9. The office will be initially occupied a part-time basis, progressing to full time as the project workload increases over the next six months. Shop 1 is ideal for this.
10. TMT has identified work activities that could be managed permanently from a local Meekatharra office.
11. The conference room is a good facility which we would use on frequent occasions to host investor visits.

TMT is considering a lease on Shop 1 and/or Shop 2, pending availability. We would like to act in this quickly. We therefore your feedback from the Council and lease agreement for our review.



Please telephone or reply email if you need further information or clarification.

Thank you and Regards

David English



11.3 MEMORANDUM OF UNDERSTANDING – YOUTH FOCUS BOXING PROGRAM

Applicant:	Youth Focus	
File Ref:	ADM 114	
Disclosure of Interest:	Nil	
Date of Report:	18 May 2022	
Author:	Svenja Clare CDSM	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

This item is for Council to consider entering into an agreement with Youth Focus Inc. for the purposes of delivering a youth boxing program.

Attachments:

Draft Memorandum of Understanding (MOU)

Background:

Youth Focus is a not-for-profit organisation delivering innovative mental health programs and services across Western Australia to help at-risk young people aged 12-25 lead full and health lives.

Youth Focus have been leasing the Shire's Lot 17 (previously the Second-Hand Shop) building since March 2021 and have upgraded it into a base to operate out of. They've been providing services for young people in town since then and are exploring further outreach initiatives, such as this boxing program.

Comment:

The program is proposed to run from 1 June 2022 to 1 June 2023 and is designed to provide a safe and structured opportunity to promote a healthy lifestyle, respect, discipline and social and emotional wellbeing.

The program does not include contact / fight style boxing.

Youth Focus will be providing the boxing facilitator (Ken Burkenhagen has been employed by Youth Focus for this purpose. Ken practiced boxing at amateur level for 4-5 years and experienced professional training first hand. He also has a police clearance, working with children's check and Dept Education clearance). The Shire is expected to make available a suitable venue (the Indoor Cricket Centre), boxing equipment (already on hand) as well as the Youth & Recreation staff (who are aware and keen). The attached MOU outlines further details on the responsibilities and general conditions.

Shire staff amended the MOU and referred it back to Youth Focus for comment and approval. To enable the program to commence in June Council may wish to approve the MOU now, subject to possible further minor amendments.

Supporting other organisations' initiatives, such as this boxing program, is a simple and cost-effective way for Council to foster community cohesion and improve outcomes for young people.

Consultation:

Kelvin Matthews – Chief Executive Officer
Peter Dittrich – Deputy Chief Executive Officer
David Wood - LGIS
Lachlan Macdonald & Andrew Binsiar – Youth Officers
Amy Thomas – Community Development Officer

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

As the Shire already has boxing equipment there's no additional foreseeable cost. Budget exists for sporting equipment in general (RO3: \$3k) in case any replacements need to be purchased.

No additional salaries or wages are needed as this program will be incorporated into the existing youth and recreation program.

Operating expenditure budget exists for Indoor Cricket Centre (to cover e.g. increase in utilities or cleaning).

Strategic Implications:

Strategic Community Plan – Social: Contribute to a community that is connected, healthy and engaged in creating the future they want.

- Build community participation, interactions and connection
- Enhance Youth Services Program
- Positively impact the social health and wellbeing of the community

Voting Requirements:

Simple Majority

Officers Recommendation:

Moved: Cr DK Hodder
Seconded: Cr MR Hall

That Council approves the Chief Executive Officer and Shire President to sign the Memorandum of Understanding (subject to further minor amendments) on behalf of the Council.

CARRIED 7/0

Memorandum of understanding

Date ► 4th May 2022

Between the parties

Youth Focus	Youth Focus Inc. ABN 35 563 430 804 of 54 Goodwood Parade, Burswood WA 6100
-------------	---

Partner	Shire of Meekatharra ABN 12 467 571 602 of 75 Main Street, Meekatharra WA 6642
---------	--

The parties agree as follows:

1 Purpose

The sole purpose of this MOU is to establish the terms and conditions under which Youth Focus and the Partner will establish, deliver and support a Youth Boxing program in Meekatharra.

The Boxing Program is designed to provide a safe and structured opportunity to promote a healthy lifestyle, respect, discipline, and social and emotional wellbeing.

This MOU covers two program branches:

One: will involve primary school aged children of all genders. This program will focus on fitness, discipline, healthy eating, self-defence and respect. The program will involve teaching the basic boxing skills, growing fitness levels, encouraging young people away from digital devices, and fostering healthy competition. Participating in this program will be based on regular school attendance and displaying positive behaviour at school and within the community.

Two: will involve boys/men aged 12 and above. It will focus on fitness, advanced boxing skills, self-discipline, social and emotional well-being, building confidence, promoting healthy body image, and respect for peers, elders, and the community. Participation in the program will be tied to school attendance for school aged young men and displaying positive behaviour in the community. Only young men and their fathers/mentors will participate in this program for cultural safety, and to create a safe space for young men to express their emotions.

Young people will be taught to use mental focus and discipline to execute specific boxing techniques and improve overall fitness.

They will be taught to respect themselves, their peers and community. Self-care and proper nutrition will also be a part of the program.

Young people will be encouraged to socialise and communicate with each other. Electronic devices will be banned during boxing sessions. The program will be a drug, alcohol and smoke free environment.

Consequences for breaking school rules, non-attendance at school, criminal behaviour, or not meeting accepted community expectations will be dealt with by a ban on attending the program for a certain number of sessions, or an outright ban.

External parties such as the Police or School may be invited to participate in sessions in a mentoring or coaching support role to further foster community cohesion.

The program does not include contact/ fight style boxing.

2 Term

- (a) This MOU commences on **1st June 2022** and will terminate on **1st June 2023**, unless terminated earlier in accordance with this MOU.
- (b) Either party may, at its sole discretion and without cause, terminate this MOU by giving one month's written notice to the other party.

3 Responsibilities of Youth Focus

Youth Focus will:

- Liaise with program partners on a regular basis to support effective program delivery staff
- Provide a suitable facilitator to support in the delivery of the boxing program
- Provide assistance with transport to and from the training location for clients of Youth Focus services
- Ensure the facilitator is aware of the organisation's support and stance with regard to health and safety
- Ensure risks to the facilitator are identified and mitigated
- Ensure the facilitator has an appropriate pathway and reporting line to raise concerns regarding the safe delivery of the program
- Act at all times in the interest of the young people, and engage in an appropriate, culturally safe and responsible manner according to Youth Focus policy and values
- Share the responsibility for the safe running of the program
- Promote the benefits of a boxing program including building self-esteem, fitness and skills, managing anger and aggression, making friends and building confidence
- Encourage and promote respect for self and others, including peers, community members and elders
- Facilitate the provision of an uplifting environment where young people can learn skills, have fun and learn from positive leaders
- In the event that the Youth Focus facilitator feels further engagement in the program will adversely affect the young person or the community, the facilitator has the authority to remove the young person from the program, entirely or for a number of sessions

4 Responsibilities of the Partner

Shire of Meekatharra will:

- Provide all boxing equipment
- Be responsible for the maintenance of the equipment used in the program
- Provide a safe and appropriate venue for the program to take place
- Ensure appropriate consent, including medical consent, and other documentation relevant to the program is completed by the young person and parent/guardian
- Adhere to relevant safety and health legislative requirements, continually monitoring and mitigating risk factors
- Share the responsibility for the safe running of the program
- Ensure that the program is not utilised for disruptive behaviours
- Ensure that young people involved in the program engage in a safe manner with no harmful contact
- Act at all times in the interest of the young people, and engage in an appropriate, culturally safe and responsible manner
- Respect the privacy or safety concerns of relevant young people or community members
- Support the Youth Focus facilitator in instances where removal of a young person is required, where the Youth Focus facilitator believes further engagement in the program will be harmful to the young person, the program or the community.

5 Confidentiality

Except as agreed by the parties or as required by law, any regulatory authority or the rules of any relevant stock exchange, each party will ensure that it and each of its officers, employees and advisers retains confidential the content of this MOU and any information received by it from the other party before or after the date of this MOU.

6 General

6.1 Costs and expenses

Each party will pay its own costs and expenses in respect of the negotiation, preparation, execution and delivery of this MOU.

6.2 Insurance

Each party is responsible for their own insurance and their own negligence. All participants do so at their own risk.

6.3 Entire agreement

This MOU states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

6.4 Assignment

Rights arising out of or under this MOU are not assignable by a party without the prior written consent of the other party.

6.5 Governing law

- (a) This MOU is governed by the law in force in Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this MOU. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

6.6 Legal effect

This MOU is intended to be legally binding on the parties.

6.7 Variation

A variation of this MOU must be in writing and signed by the parties.

6.8 Counterparts

This MOU may be executed in any number of counterparts that together will constitute once instrument. A party may execute this MOU by signing any counterpart.

6.9 Relationship of the parties

- (a) Nothing in this MOU gives a party authority to bind any other party in any way.
- (b) Nothing in this MOU will be deemed to constitute a partnership between any of the parties nor constitute any party the trustee or agent of any other party.
- (c) Nothing in this MOU imposes any fiduciary duties on a party in relation to any other party.

6.10 Dispute Resolution

Where a dispute arises, the following steps are to be taken when attempting to resolve difficulties:

1. Address the issue individually if possible between the parties involved
2. If unable to address individually, involve relevant line managers for guidance and assistance to mediate
3. Executive of participating parties to be involved if necessary
4. Mediator appointed as agreed by both parties

Each party is responsible for having adequate grievance procedures in place for addressing their own internal grievance and disciplinary issues.

Where the dispute involves a young person, a carer or nominated community member will be engaged to support in protecting the interests of the young person.

Signing page

Executed as an agreement

Signed for
Youth Focus Inc.
by

sign here ▶ _____
CEO

print name _____

Signed by **Shire of Meekatharra**

By

sign here ▶ _____ *sign here* ▶ _____

print name _____ *print name* _____

UNCONFIRMED

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

Nil

13. CONFIDENTIAL ITEMS

Moved: Cr M Smith

Seconded: Cr M Hall



That the meeting be closed to members of the public to allow Council to discuss items 13.1 & 13.2 which concern matters of a confidential nature.

CONFIDENTIAL ITEM

Deals with a contract entered into, or which may be entered into by the local government.

Local Government Act 1995 section 5.23 (2) (c)

13.1 AIR BP REPRESENTATIVES AGREEMENT

Applicant:	Nil	
File Ref:	ADM 0001 / Airport File	
Disclosure of Interest:	Nil	
Date of Report:	4 May 2022	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider renewing the Meekatharra Airport Air BP Refueling agreement.

Officers Recommendation / Council Resolution:

Moved: Cr JC Holden

Seconded: Cr DK Hodder

That Council approves the Agreement as presented between the Shire of Meekatharra and Air BP and approves the affixing of Councils Common Seal and execution of the Agreement by the Chief Executive Officer and the Shire President.

CARRIED 7/0

CONFIDENTIAL ITEM

Deals with a contract entered into, or which may be entered into by the local government.

Local Government Act 1995 section 5.23 (2) (c)

13.2 CHIEF EXECUTIVE OFFICER – PROBATION PERIOD REVIEW

Applicant:	Nil	
File Ref:	Personnel File	
Disclosure of Interest:	CEO	
Date of Report:	12 May 2022	
Author: Kelvin Matthews	Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior</i>
	<i>Officer</i>	

Summary/Matter for Consideration:

Council to consider the CEO's performance and to confirm that the employment contract probationary period of six months has been successfully completed.

Officers Recommendation:

Moved:

Seconded:

1. That Council confirm the successful completion of the Chief Executive Officer's probation period in accordance with clause 2.3 of The Contract of Employment., and
2. Council decide whether it will pay the remaining 50% of the eligible Regional Isolation Allowance of twenty thousand dollars (\$20k) of the available maximum of forty thousand dollars (\$40K) to the CEO following the successful completion of the CEO's probationary period.

Council Resolution:

Moved: Cr JC Holden

Seconded: Cr M Anderson

1. That Council confirm the successful completion of the Chief Executive Officer's probation period in accordance with clause 2.3 of The Contract of Employment, and
2. Council approve the remaining 50% of the eligible Regional Isolation Allowance of twenty thousand dollars (\$20k) of the available maximum of forty thousand dollars (\$40K) to the CEO following the successful completion of the CEO's probationary period.

CARRIED 7/0
BY AN ABSOLUTE MAJORITY

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr MR Hall

That the meeting be opened to the public.

Kelvin Matthews, Peter Dittrich, Svenja Clare and Felicity Anderson returned to the room at 10.28am.

14. CLOSURE OF MEETING

The Shire President Cr HJ Nichols declared the meeting closed at 10.30am.

15. CERTIFICATION BY PRESIDENT

I certify these minutes to be those that were confirmed.

Date: 25 June 2022