



SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 16th AUGUST 2014

COMMENCING AT 9.32 am

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1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President, Cr NL Trenfield declared the meeting opened at 9.32am.

1.1 DISCLAIMER READING

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

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

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

2 RECORD OF ATTENDANCE/ APOLOGIES/ APPROVED LEAVE OF ABSENCE

Members

Cr NL Trenfield	Shire President
Cr PS Clancy	Deputy President
Cr HJ Nichols	
Cr NE Lyon	

Staff

Geoff Carberry – Acting Chief Executive Officer
Svenja Clare – Acting Deputy Chief Executive Officer

Apologies

Cr AG Burrows
Cr AJ Binsiar

Approved Leave of Absence

Cr RK Howden

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 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

6.1 ORDINARY COUNCIL MEETING HELD 19 JULY 2014

Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr PS Clancy

That the minutes from the Ordinary Council Meeting held Saturday 19 July 2014 be confirmed.

CARRIED 4/0

6.2 HEALTH BUILDING & TOWN PLANNING MEETING HELD 19 JULY 2014

Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr NE Lyon

That the minutes from the Health Building & Town Planning Meeting held Saturday 19 July 2014 be received.

CARRIED 4/0

7 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

8 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

The Shire President attended the Annual Local Government Conference.

The Shire President and Chief Executive Officer are still trying to arrange a meeting with Police Commissioner Karl O'Callaghan in regards to liquor enforcements.

The Shire President and Chief Executive Officer met with RFDS and Rural Community Health regarding the possible reduction of Meekatharra Health Services.

9. REPORTS OF COMMITTEES AND OFFICERS

9.1 OFFICERS MONTHLY REPORTS

9.1.1 WORKS & SERVICES MANAGER'S REPORT – JULY 2014

Road Maintenance – Grading

The following roads have been maintenance graded:

- Maintenance grading on the Sandstone Road has been completed this work included waterbinding most of the road from the Shire Boundary back to Meekatharra.
- The Mount Clere Road is currently being maintenance graded to the Yalga River.
- Wiluna North Road is currently being graded
- Some sections of the 3 Rivers – Peak Hill Road have been maintenance graded.
- The Talc Road has been maintenance graded.

Construction Work

- The Shire Crew is mobilising equipment to carry out various road adjustments where cut off walls, new crossings and drainage work have been undertaken during the past four months.
- Creek crossings on the Yarlaweelor – Trillbar Road have been reconstructed.
- Several creek crossings on the Mingah Springs Road from Homestead to the Ashburton Downs Road have been cleared and boxed out in preparation for P. Moses to instack cut off walls.

Concrete Works

- Moses contracting/Solid Concrete have carried out further work on floodway sections on Mount Clere Road.
- Kendle Constructions have completed the concrete work for the mechanics pit / washdown area at the Shire Depot.
- We now have 8 completed 4m prefabricated grid sections in stock for the Shire yard.

Flood Damage

- NGE have completed repairs on Ashburton Downs Road
- NGE have commenced work on the Woodlands – Mount Augustus Road.

Walk Trail

- The 100m section of the walk trail deck near the nursing home that had been burnt down has now been replaced with a more substantial structure.

Town Maintenance-Monthly Report Finishing 7th August

- Town Maintenance crew was only available for one week during this period due to illness greatly reducing the amount of town maintenance completed.
- Smashed glass strewn across roadways, graffiti to town signs, buildings, lamp posts and footpaths has continued and is taking up a considerable amount of time to remove.
- The Public Toilets were opened over weekends.

- One grave has been prepared.
- Heritage Trail maintenance and Boardwalks repaired.

Plant Report

P86 Caterpillar 613C Scraper

Repaired engine wiring harness, battery and cab wiring
Replaced hydraulic hoses that were cracked, perished, bent or leaking
Replaced gasket/reseal hydraulic system cylinder
Performed line boring/machining of the hith bores and components, hitch components, h-
links and steering controls
Repaired steering system
Repaired brakes- replaced two boosters
Replaced wheel studs
Repaired cab door handles
Repaired seat cushions

P358 Caterpillar 12H Grader

Replaced balls and shims on the turning circle

P438 Toyota 4 x 4 Landcruiser Ute

Rebuild engine
Replaced CV joints and front wheel bearing

P409 Caterpillar 330B Excavator

Serviced
Repaired damaged carrier roller on track frame
Repaired hydraulic hose

P339 Haulmore Side Tipping Trailer

Replaced rocker box
Reinforced door ram attachment

P338 Haulmore Side Tipping Trailer

Reinforced door ram attachment

P405 Hino Duel Cab

Repaired Hiab electrics

P24 Lister Genset

Serviced

P108 Caterpillar 12H Grader

Replaced batteries

P408 Hino 5 Ton Truck

Replaced left hand side retractable seat belt

P441 Wide Deck Low Loader

Repaired Electrics

Repaired suspension

P428 Nissan UD Prime Movers

Serviced

P439 Nissan UD Prime Movers

Serviced

P452 Nissan UD Prime Movers

Serviced

Replaced fuel cap

Repaired electrics

New rubbers for rhs fuel tank

P449 Caterpillar 623F Scraper

Replaced hydraulic hose

P396 Bomag Padfoot

Repaired electrics

Replaced battery

Repaired air con

Installed radio brackets

P316 Roadwest Low Loader

Hydraulic hose replaced

Rekit hydraulic hose connection

Officers Recommendation / Council Resolution:

Moved: Cr HJ Nichols

Seconded: Cr NE Lyon

That the Works and Services Manager's report for July 2014 be received.

CARRIED 4/0

9.1.2 AIRPORT MANAGER'S REPORT – JULY 2014***Aircraft Movements and Statistics***

Aircraft movements for the month of July were down over the same period last year however slightly up on June while the fuel sales were up, particularly the Avgas sales.

The reasons are unknown. The Jet sales are up which is as a result of the increase in RFDS transfers. Their sales are approximately 40% of our total Jet sales.

The figures below reflect the difference between July 2013 and July 2014.

	July 2013	July 2014	Variance
General Aircraft Landed:	131	116	-11%
RFDS Aircraft Landed	111	115	+3%
Avgas	14,784 ltrs	17,410 ltrs	+17%
Jet A-1	87,821 ltrs	92,016 ltrs	+5%
Total Fuel Sold	102,605 ltrs	109,426 ltrs	+7%

This table represents Year to Date figures for 2013 and 2014.

	YTD 2013	YTD 2014	Variance
General Aircraft Landed:	1031	726	-30%
RFDS Aircraft Landed:	628	743	+18%
Avgas	83,109 ltrs	76,536 ltrs	- 8%
Jet A-1	611,559 ltrs	478,242 ltrs	- 21%
Total Fuel Sold	694,668 ltrs	554,778 ltrs	- 20%

Aerodrome works for the month include:

- General maintenance upkeep of facilities and equipment.
- Slashing and trimming Airside.
- Preparing garden beds for flower planting.

Outstanding items:

- Separate phase for apron lighting so that the propeller blade can be seen as rotating.. S & K came out and quoted for this job. The quote was \$4110 inc GST and included trenching from the terminal to the apron light pole. ***A decision has now been made to change out the Apron lights completely and replace the existing Mercury Vapour lights with High Pressure Sodium as well as run separate phases up the pole. This will fix both the poor lighting output and the need for separate phase wiring.***

- Investigate the cause of the low insulation resistance reading of the runway edge lighting circuit. *Works in progress. We have now replaced 15 transformers and taken new readings which show some positive signs. Poor resistance is now narrowed down to 4 separate areas and these will be further sectionalized by next report. A total of 53 manhours has gone into locating and digging out the 15 transformers. (See attached resistance readings drawing)*

Outstanding budgeted items:

1. Finalise the Fire Service. *Hydrants have been installed except for RFDS. No further work can progress on this until such time as we have definitive drawings from RFDS as to where their proposed patient transfer bay will be situated as currently, it appears as though the entrance will be right where the hydrant piping is situated.*
2. Additional Accommodation at Airport.
3. Alterations to Airport Apron and parking. *Geoff and John Dyer are currently working on surveys and putting a plan into place. John hopes to have this completed with the bitumen works prior to Christmas.*
4. Electrical Upgrade. *Geoff is working on specifications etc for this project and is advancing well.*

Aerodrome Security:

- No Security breaches this month.

Safety Management System:

This is now a regular quarterly committee meeting and all aspects of safety, change of working plans etc are discussed. It has become a very important system as we work through new projects and changes that are taking place at the airport.

Mal Trenfield
Airport Manager

08 August 2014

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy
Seconded: Cr NE Lyon

That the Airport Manager's report for July 2014 be received.

CARRIED 4/0

9.1.3 YOUTH AND RECREATION SERVICES REPORT – JULY 2014

YOUTH SERVICES REPORT

During the July school holiday period, the Youth Officer took leave for two weeks, due to significant scheduled works due to be completed on the Shire property she lives in. During this time, Stormco and other Youth Services staff ran a successful and jam packed program catering for the needs of children and youth.

The remainder of July consisted of nine day and night activities per week, being conducted from the Youth Centre. The first week of school term was extremely quiet, as some families remained out of town. Attendance was low, however this is not unusual for this period of time.

With new programs being introduced to the Youth Centre, and as more families arrive back in town, it is envisaged that Term 3, the Meekatharra Festival, and the next Youth Holiday Program will be a very busy time.

The girls dance group continue to prepare for their performance for the Festival, and planning is underway to develop a Youth Holiday Program in collaboration with Curtin Volunteers, for the October holiday season.

Belinda Hicks (Youth Officer)

YOUTH SPORTS & RECREATION REPORT

Numbers were quite low during July due to School holidays and an interstate excursion.

Due to the cold conditions some activities were conducted in the indoor cricket area with Indoor Soccer being trialled

Basketball (206 for the month) and Auskick (48) continue to be the most popular with Karalundi also attending on Wednesday nights for basketball. A new program for term 3 has been developed and advertised.

Bithun Wijeweera (YSRO)

Officers Recommendation / Council Resolution:

Moved: Cr NE Lyon

Seconded: Cr HJ Nichols

That the Youth and Youth Sport and Recreation Officer's reports for July 2014 be received.

CARRIED 4/0

9.1.4 RANGER'S REPORT – JULY 2014

I visited Meekatharra on Sunday 13, Monday 14 and Tuesday 15 July 2014. This visit focused on coordinating the Murdoch Vet Program. On arrival, the visiting vet and students were shown their accommodation and the procedure room set up at Paddy's Flats.

Early on Monday 14, I visited the Shire Office to collect the Expression of Interest Sheets and the registration files. I also made enquiries about any outstanding complaints.

I attended the procedure room at Paddy's Flats to coordinate the sterilisation program. In all, four dogs were spayed and two castrated, one cat was castrated and there were 16 pet checks. 12 animals were micro chipped; six dogs and one cat were vaccinated.

I assisted the group with packing up and cleaning the facility.

On Tuesday I re-attended Paddy's Flats to collect cages and the statistics for the previous day's program. I also dealt with two complaints regarding nuisance dogs.

Registration files were returned to the Shire office before our departure.

I also attended Meekatharra on Friday 25 and Saturday 26 July 2014. I attended the Shire office to collect any outstanding complaints and check the registration files. A meeting was held with the CEO regarding the vet program.

Several cages were set around the outskirts of town and monitored.

Cages were set during the evening within the town area near the Shire Hall and Shire Office, Caravan Park turnaround and Main Street. As a result, four dogs were captured.

The trapped dogs were collected the next day and the cages removed. Enquiries were made with the owners being identified. I attended their properties and was informed by the owners that they didn't want the dogs because they were too much trouble. They couldn't be kept in the yard. The dogs were destroyed with the owners' consent.

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr NE Lyon

That the Ranger's report for July 2014 be received.

CARRIED 4/0

9.1.5 STATUS REPORTS**Council Decisions – Status Report**

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

Meeting Date	Item No	Title and Resolution Summary	Resp	Action	Status
15/07/06	9.3.6	Meekatharra Heritage and Canyon Trails Project Not proceeding with Canyon Trail until approvals are presented to Council Advise Agencies that provided grants about halt and ask if funds can be transferred to other sections of project. Take steps to secure tenure over historic sites connected to Meeka Heritage Trails Project Determine status of all reserves, vesting orders and roads within the shire.	CEO/ CONS		Complete Complete In progress
15/07/06	9.5.1	Laneway Closure, Land Adjacent to Lots 425,426, 427 & 428 Railway Street Advise the Minister for Lands that proposal was advertised, that no submissions were received by closing dates, Water Corp had no objections. That Shire of Meekatharra request Minister for Land Admin permanently close the laneway and portions adjoining be amalgamated with lots, that Shire has no objections to lots being converted to Freehold Title.	CEO/ CONS	Letter written to Minister for Lands Process to be completed by DOLI	Complete In progress
15/07/06	9.5.2	Permanent Closure of Streets within the Nannine Townsite That Council advise Dept Land Asset Management that Council doesn't wish to close Nannine Townsite That Council establish ownership of Recreation Reserve 3917, Explosive Reserve 4748. Water Reserve 12460, Water Pipe Tracks and Id Hillside Homestead site near Nannine Townsite.	CEO/ CONS/ CDAO	Letter sent to Dept	Complete In progress

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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17/2/07	9.4.3	Grant Applications for Drive Trail As the Canyon Trail will no longer be completed it was recommended that requested be made for the funds to be transferred to stage 2 of the Drive Trail Letter have been written to the appropriate funding bodies, but as yet no reply has been received. Council decided to seek the additional funding required to complete the Drive Trail.	CDAO	Letters written to funding bodies Regional Development Scheme: agreed to transfer funds on the condition that other funding is secured and any changes to budget are also submitted. Regional Infrastructure Funding Program: confirmation not yet received as several queries are unable to be answered at this stage.	50% Funds Received 16/09/08 Will release funds once approvals have been received for PARs
21/11/09	9.3.4	Cornish Lift	PO	Quote approved 23/11/09. Letter of advise and order sent 23/11/09 Contractor to build	Complete In progress
18/12/09	9.3.1	Relocation Main Street Park Displays	CEO	Copy to Rigby & Cameron 22/12/09 Works to be undertaken	Complete In progress
16.07.11	9.6.1	Council Policy – Bituminous Seals	CEO/WSM	Reword Policy and submit to Council	In Progress
17.09.11	10.2	School Oval Facility – Agreement	CEO	New report to October Council meeting required	In progress
21.04.12	10.2	Solar Electricity Installations	CEO	Staff to further research	In progress
18.5.13	9.6.1	Purchases – Bitumen and Aggregates	CEO	Purchase Orders as required Review delegations & policies	Complete In progress

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15.6.13	9.7.3	2012/13-9 Tender – Airport AC Power Remedial Works	A/CDSM	Tenders (4) have been advised that the decision of Council has been postponed due to new information in hand in relations to this project.	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
15.3.14	9.7.2	Redevelopment of Lot 17 Main St – Consultant Quarters	CDSM	New options and estimated costs being investigated. Further report to Council on completion.	In progress Waiting further quotes
12.4.14	9.3.5	Public Toilets – Sports Ground & the Cemetery Meeka	PO	Staff to meet with Shire President to discuss Meeka style facilities. Complete May 2014 Call quotes etc, build toilets	Complete In progress
12.4.14	9.6.1	Gabanintha – Nannine Rd Realignment	CEO	Letter to Jim Lacy 16.4.14 Email to DOL 17.4.14	In Progress
17.5.14	9.3.3	Administration Building Roof Upgrade	CDSM	Met with architect Staff to seek quotes from local contractors to relocate aircons etc and repair/replace roof	Complete In Progress
17.5.14	9.4.2	Town Planning Scheme & Local Planning Scheme Review	CDSM/EHO	Consultant engaged 21/5/14	In Progress
20.6.14	9.4.2	Peak Hill Locomotive	CDSM	Applicant advised of decision awaiting reply	In progress
19.7.14	9.3.1	Freedom of Information Statement	DCEO	Posted to Office of Information Commissioner 30/7/14	Complete

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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19.7.14	9.3.2	Retention of Trust Funds	DCEO	Transfer to Muni Accounts	In Progress
19.7.14	9.4.1	Vending Machine at Airport	CDSM	Letter and contract send to applicant 23/7/14	Complete
19.7.14	9.4.2	Grant Funded Airport Projects 2015 – 2019	CDSM	Department of Transport advised of intended projects 22/7/14	Complete
19.7.14	9.7.1	Renewal Environmental health Services Consultancy Agreement	CDSM	In hand with Civil Legal to draw up final contract 22/7/14	In progress
19.7.14	9.7.2	CEO Annual Leave and Appointment of Acting CEO	CEO	Email to Geoff 21/7/14	Complete
19.7.14	9.7.3	Tangadee Road – Legal Status	CEO		
19.7.14	10.1	Grader Cat 12M – Disposal (Sale)	CEO	Tender Advertised 2/8/14	In Progress
19.7.14	10.2	Liquor restrictions – Police commissioner’s comments	CEO	Rang Minister’s Office 21/7/14 Emailed meeting request 21/7/14	In Progress
19.7.14	10.3	Paddy’s Flat Camp Future Use/Disposal/Land Purchase	CEO	Written to Department of Lands 31/7/14	In Progress

Officers Recommendation / Council Resolution:



Moved: Cr PS Clancy

Seconded: Cr NE Lyon

That the Status report be received.

CARRIED 4/0

9.2 FINANCE

Title/Subject:	MONTHLY FINANCIAL REPORT PERIOD ENDED 31 JULY 2014
Agenda/Minute Number:	9.2.1
Applicant:	Nil
File Ref:	ADM 171
Disclosure of Interest:	Nil
Date of Report:	8 August 2014
Author:	Krys East Corporate Services Manager/DCEO
Senior Officer:	Roy McClymont Chief Executive Officer
	 Signature of Author
	 Signature Senior Officer

Summary:

Monthly Financial Report

Background:

Financial Activity Statement Report – s.6.4

- (1) *A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as 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);*
 - (b) Budget estimates to the end of the month to which the statement relates;*
 - (c) Actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;*
 - (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;*
 - (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,*
 - (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 to the council –*
(i) *at the next ordinary meeting of the council following the end of the month to which the statement relates; or*
(ii) *if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting;*
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 AAS 5, to be used in statements of financial activity for reporting material variances.*
- (6) *In this regulation –*
} *committed assets~ means revenue unspent but set aside under the annual budget for a specific purpose;*
} *restricted assets~ have the same meaning as in AAS 27.*
[Regulation 34 inserted in Gazette 31 Mar 2005 p. 1049-50.]
[35. Repealed 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:

Ron Back – Local Government Consultant

Statutory Environment:

Local Government Act 1995 Section 6.4 Financial Report
Financial Management Regulations 34 & 35

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr NE Lyon

Seconded: Cr HJ Nichols

That the financial report for the period ending 31 July 2014 be received.

CARRIED 4/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 31 July 2014
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Statement of Financial Activity By Nature or Type

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Note 5 Receivables

Note 6 Rating Information

Note 7 Cash Backed Reserves

Note 8 Grants and Contributions

Note 9a Capital Expenditure

Note 9b Capital Expenditure - Road Infrastructure Detail

Note 10 Capital Disposals

Note 11 Ratios - Under Development

Report Purpose

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

Overview

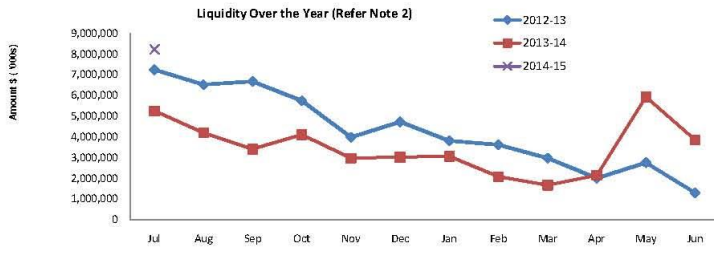
Summary reports and graphical progressive graphs are provided on page 2.

Statement of Financial Activity

Is presented on page 4 and 5 and shows a surplus as at 31 July 2014 of \$8,234,058.

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

Shire of Meekatharra
Monthly Summary Information
For the Period Ended 31 July 2014

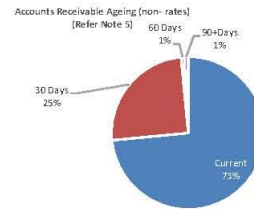
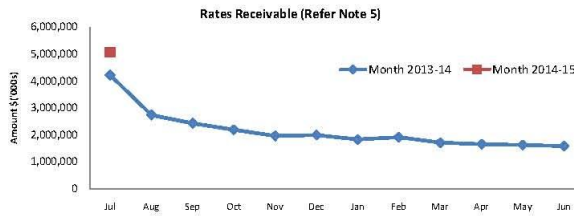


Cash and Cash Equivalents as at period end

Unrestricted	\$ 2,809,198
Restricted	\$ 10,305,175
Total	\$ 13,114,374

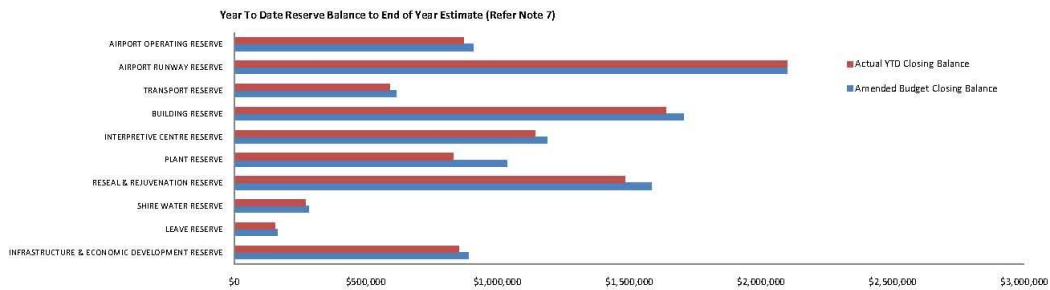
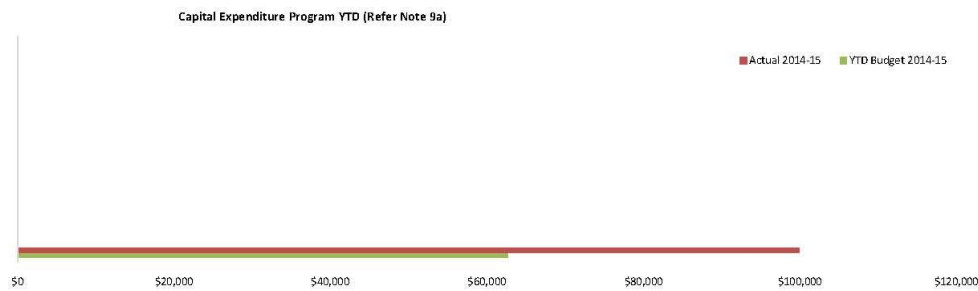
Receivables

Rates and Rubbish	\$ 5,064,638
Other	\$ 222,806
Total	\$ 5,287,444



Comments

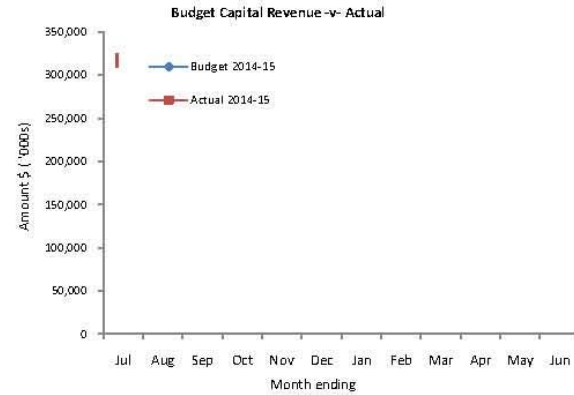
Shire of Meekatharra
Monthly Summary Information
For the Period Ended 31 July 2014



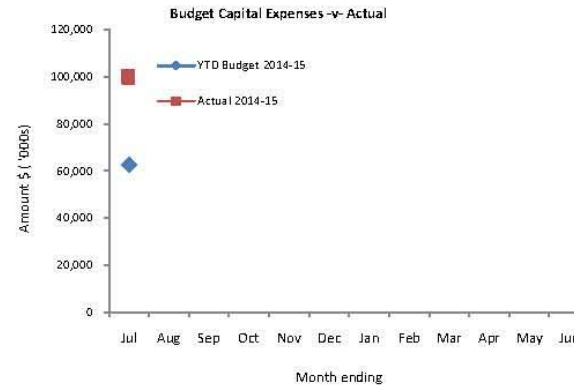
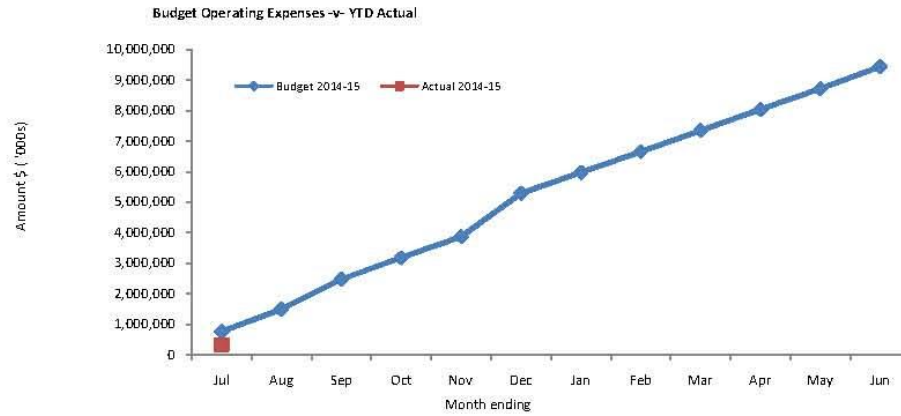
Comments

Shire of Meekatharra
Monthly Summary Information
 For the Period Ended 31 July 2014

Revenues



Expenditure



Comments

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 July 2014

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
Operating Revenues						
Governance	0	0	0	0		
General Purpose Funding - Rates	4,160,518	4,160,518	4,187,700	27,182	0.65%	
General Purpose Funding - Other	4,257,281	9,568	6,803	(2,765)	(28.89%)	
Law, Order and Public Safety	12,850	50	188	138	275.00%	
Health	4,078	1,285	92	(1,194)	(92.88%)	
Education and Welfare	116,519	21,215	23,008	1,793	8.45%	
Housing	25,500	2,129	2,640	511	24.00%	
Community Amenities	131,847	106,134	107,218	1,084	1.02%	
Recreation and Culture	391,325	3,427	5,159	1,732	50.53%	
Transport	5,843,122	73,468	345,488	272,020	370.26%	▲
Economic Services	240,950	92,183	87,449	(4,734)	(5.14%)	
Other Property and Services	135,456	26,067	51,631	25,564	98.07%	▲
Total Operating Revenue	15,319,446	4,496,044	4,817,374	321,330		
Operating Expense						
Governance	(536,187)	(71,192)	(40,204)	30,988	43.53%	▲
General Purpose Funding	(236,417)	(13,366)	(12,714)	652	4.88%	
Law, Order and Public Safety	(141,514)	(6,727)	(8,356)	(1,629)	(24.21%)	
Health	(98,034)	(2,337)	(2,178)	159	6.79%	
Education and Welfare	(717,271)	(56,685)	(47,057)	9,628	16.99%	▲
Housing	(25,500)	1,328	0	(1,328)	100.00%	▲
Community Amenities	(557,109)	(44,882)	(40,792)	4,090	9.11%	
Recreation and Culture	(1,123,319)	(69,911)	(40,440)	29,471	42.15%	▲
Transport	(5,009,516)	(402,668)	(182,721)	219,947	54.62%	▲
Economic Services	(467,898)	(66,084)	(63,859)	2,225	3.37%	
Other Property and Services	(521,426)	(34,697)	98,859	133,556	384.92%	▲
Total Operating Expenditure	(9,434,190)	(767,221)	(339,462)	427,759		
Funding Balance Adjustments						
Add back Depreciation	3,424,010	285,897	0	(285,897)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	262,087	0	0	0		
Adjust Provisions and Accruals	0	0	0	0		
Net Cash from Operations	9,571,353	4,014,720	4,477,912	463,192		
Capital Revenues						
Proceeds from Disposal of Assets	357,000	0	0	0		
Total Capital Revenues	357,000	0	0	0		
Capital Expenses						
Land and Buildings	(2,255,080)	0	(960)	(960)		
Furniture and Equipment	(45,300)	0	(12,112)	(12,112)		
Plant and Equipment	(1,624,000)	0	(27,494)	(27,494)		
Infrastructure - Roads	(6,280,291)	(62,639)	(58,852)	3,787	6.05%	
Infrastructure - Airports	(903,000)	0	0	0		
Infrastructure - Other	(1,117,423)	0	(493)	(493)		
Total Capital Expenditure	(12,225,094)	(62,639)	(99,911)	(37,272)		
Net Cash from Capital Activities	(11,868,094)	(62,639)	(99,911)	(37,272)		
Transfer from Reserves	0	0	0	0		
Transfer to Reserves	(638,245)	0	0	0		
Net Cash from Financing Activities	(638,245)	0	0	0		
Net Operations, Capital and Financing	(2,934,986)	3,952,081	4,378,002	425,921		
Opening Funding Surplus(Deficit)	3,003,098	3,003,098	3,856,056	852,958	28.40%	▲
Closing Funding Surplus(Deficit)	68,112	6,955,179	8,234,058	1,278,879		

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 FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 July 2014

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues								
Rates	6	\$ 4,160,518	4,160,518	\$ 4,160,518	4,187,700	27,182	0.65%	
Operating Grants, Subsidies and Contributions	8	4,081,688	4,081,688	56,799	47,381	(9,418)	(16.58%)	
Fees and Charges		644,397	644,397	221,303	231,239	9,936	4.49%	
Service Charges		0	0	0	0	0		
Interest Earnings		674,689	674,689	5,177	6,230	1,053	20.34%	
Other Revenue		622,905	622,905	52,247	27,696	(24,551)	(46.99%)	▼
Profit on Disposal of Assets	10	0	0	0	0	0		
Total Operating Revenue		10,184,196	10,184,196	4,496,044	4,500,246	4,202		
Operating Expense								
Employee Costs		(1,402,731)	(1,402,731)	(128,453)	(150,151)	(21,698)	(16.89%)	▼
Materials and Contracts		(3,666,994)	(3,666,995)	(308,088)	(170,933)	137,155	44.52%	▲
Utility Charges		(194,625)	(194,625)	(16,243)	(9,049)	7,194	44.29%	▲
Depreciation on Non-Current Assets		(3,424,010)	(3,424,010)	(285,897)	0	285,897	100.00%	▲
Interest Expenses		0	0	0	0	0		
Insurance Expenses		(269,192)	(269,192)	(19,518)	0	19,518	100.00%	▲
Other Expenditure		(214,550)	(214,550)	(9,022)	(9,329)	(307)	(3.41%)	
Loss on Disposal of Assets	10	(262,087)	(262,087)	0	0	0		
Total Operating Expenditure		(9,434,189)	(9,434,190)	(767,221)	(339,462)	427,759		
Funding Balance Adjustments								
Add back Depreciation		3,424,010	3,424,010	285,897	0	(285,897)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	10	262,087	262,087	0	0	0		
Adjust Provisions and Accruals		0	0	0	0	0		
Net Cash from Operations		4,436,104	4,436,104	4,014,720	4,160,784	146,064		
Capital Revenues								
Grants, Subsidies and Contributions	8	5,135,250	5,135,250	0	317,129	317,129		▲
Proceeds from Disposal of Assets	10	357,000	357,000	0	0	0		
Total Capital Revenues		5,492,250	5,492,250	0	317,129	317,129		
Capital Expenses								
Land Held for Resale		0	0	0	0	0		
Land and Buildings	9	(2,255,080)	(2,255,080)	0	(960)	(960)		▼
Furniture and Equipment	9	(45,300)	(45,300)	0	(12,112)	(12,112)		▼
Plant and Equipment	9	(1,624,000)	(1,624,000)	0	(27,494)	(27,494)		▼
Infrastructure - Roads	9	(6,280,291)	(6,280,291)	(62,639)	(58,852)	3,787	6.05%	
Infrastructure - Airports	9	(903,000)	(903,000)	0	0	0		
Infrastructure - Other	9	(1,117,423)	(1,117,423)	0	(493)	(493)		
Total Capital Expenditure		(12,225,094)	(12,225,094)	(62,639)	(99,911)	(37,272)		
Net Cash from Capital Activities		(6,732,844)	(6,732,844)	(62,639)	217,218	279,857		
Financing								
Transfer from Reserves	7	0	0	0	0	0		
Transfer to Reserves	7	(638,245)	(638,245)	0	0	0		
Net Cash from Financing Activities		(638,245)	(638,245)	0	0	0		
Net Operations, Capital and Financing		(2,934,986)	(2,934,986)	3,952,081	4,378,001	425,920		
Opening Funding Surplus(Deficit)	2	3,003,098	3,003,098	3,003,098	3,856,056	852,958	28.40%	▲
Closing Funding Surplus(Deficit)	2	68,112	68,112	6,955,179	8,234,058	1,278,879		

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
(By Nature or Type)
For the Period Ended 31 July 2014

Note 1: EXPLANATION OF MATERIAL VARIANCES

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Transport	272,020	370.26%	▲	Timing	Fesa Natural Disaster Funding has been received earlier than expected
Other Property and Services	25,564	98.07%	▲	Permanent	Private works income due to Works on behalf of Main roads is higher than expected. The impact will be corrected in the budget review.
Operating Expense					
Governance	30,988	43.53%	▲	Timing	Membership Subscription to WALGA hasnot yet been paid
Education and Welfare	9,628	16.99%	▲	Timing	The main variance in this area is due to depreciation for July not yet being applied, and budgets being applied equally across the 12 months
Housing	(1,328)	100.00%	▲	Timing	The main variance in this area is due to depreciation for July not yet being applied, and budgets being applied equally across the 12 months
Recreation and Culture	29,471	42.15%	▲	Timing	The main variance in this area is due to depreciation for July not yet being applied, and budgets being applied equally across the 12 months
Transport	219,947	54.62%	▲	Timing	The main variance in this area is due to depreciation for July not yet being applied, and budgets being applied equally across the 12 months
Other Property and Services	133,556	384.92%	▲	Timing	The main variance in this area is due to depreciation for July not yet being applied, and budgets being applied equally across the 12 months
Funding Balance Adjustments					
Add back Depreciation	(285,897)	(100.00%)	▼	Timing	Depreciation cannot be run until the finalisation of year end accounts
Capital Revenues					
Grants, Subsidies and Contributions	317,129		▲	Timing	Fesa Natural Disaster Funding has been received earlier than expected
Opening Funding Surplus(Deficit)	852,958	28.40%	▲	Timing	The Opening Surplus is Higher than Budget due to Reserve Transfers anticipated as at 30 June 2014 not being processed.This matter will be addressed with the Completion of the Annual Financial Statements.

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 2: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)			
Note	YTD 31 Jul 2014	30th June 2013	YTD 31 Jul 2013
	\$	\$	\$
Current Assets			
Cash Unrestricted	4 2,809,198	2,495,035	650,177
Cash Restricted	4 10,305,175	10,305,175	10,835,314
Receivables - Rates and Rubbish	6 5,064,638	1,585,178	4,216,454
Receivables -Other	6 196,409	258,205	359,673
Interest / ATO Receivable/Trust	26,397	2,663	0
Inventories	316,344	342,650	128,253
	18,718,162	14,988,908	16,189,871
Less: Current Liabilities			
Payables	(178,929)	(827,676)	(95,833)
Provisions	(159,597)	(159,597)	(159,597)
	(338,526)	(987,273)	(255,429)
Less: Cash Reserves	7 (10,305,175)	(10,305,175)	(10,835,314)
Plus Provisions	159,597	159,597	159,597
Net Current Funding Position	8,234,058	3,856,056	5,258,725

Comments - Net Current Funding Position

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	500,651			500,651	Westpac	At Call
Trust Bank Account	Variable			103,327	103,327	Westpac	At Call
Air BP	Variable	83,886			83,886	Westpac	At Call
Maxi Account	Variable	2,300,136			2,300,136	Westpac	At Call
(b) Term Deposits							
* 26-7466	3.56%		617,570		617,570	Westpac	30-Sep-14
45-6873	3.40%		9,687,605		9,687,605	Westpac	30-Sep-14
Total		2,884,672	10,305,175	103,327	13,293,175		

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

* See Reserves Note 7 for Detail

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 4: BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

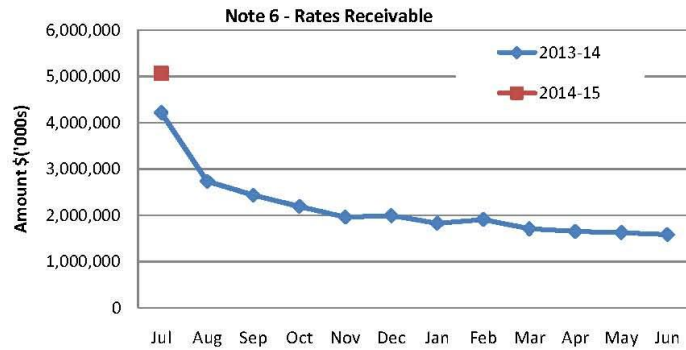
GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget 14/15 Adoption		Opening Surplus	\$	\$	\$	\$
							3,003,098
							3,003,098
				0	0	0	

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2014

Note 5: RECEIVABLES

Receivables - Rates and Rubbish Receivable

	YTD 31 Jul 2014	30 June 2013
	\$	\$
Opening Arrears Previous Years	1,585,178	1,585,178
Levied this year	4,291,366	
Less Collections to date	(811,906)	
Equals Current Outstanding	5,064,638	1,585,178
Net Rates and Rubbish Collectable	5,064,638	1,585,178
% Collected	13.82%	



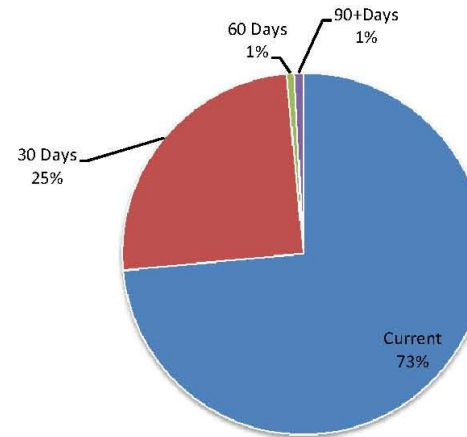
Comments/Notes - Receivables Rates

Receivables - General

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - Sundry Debtors	157,644	53,507	1,448	1,826
Total Sundry Debtors				214,423

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable (non-rates)



Comments/Notes - Other Receivables

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Rate in \$	Number of Properties	Rateable Value \$	Budgetted Rate Revenue \$	Total Budgetted Revenue \$	Total Rates Levied \$	Interim Rates \$	Back Rates \$	Actual Rate Total Revenue \$
Note 6: RATING INFORMATION								
RATE TYPE								
Differential General Rate								
GRV	318	2,816,388	334,688	334,688	334,738	(237)	(572)	333,928
UV Rural/Pastoral	42	6,402,209	246,056	246,056	246,056			246,056
UV Mining	886	18,217,698	3,468,449	3,468,449	3,496,115			3,496,115
Sub-Totals	1,246	27,436,295	4,049,193	4,049,193	4,076,909	(237)	(572)	4,076,100
Minimum Payment								
Minimum \$								
GRV	80	24,355	28,000	28,000	28,000			28,000
UV Rural/Pastoral	5	13,350	1,375	1,375	1,375			1,375
UV Mining	298	211,412	81,950	81,950	82,225			82,225
Sub-Totals	383	249,117	111,325	111,325	111,600	0	0	111,600
Amount from General Rates				4,160,518				4,187,700
Ex-Gratia Rates				0				0
Specified Area Rates				0				0
Totals				4,160,518				4,187,700

Comments - Rating Information

Rates Billing was finalised on 21st July 2014

Payment must be made in full (one single payment) by 28 August 2014 or by a four- instalment plan with due dates being:

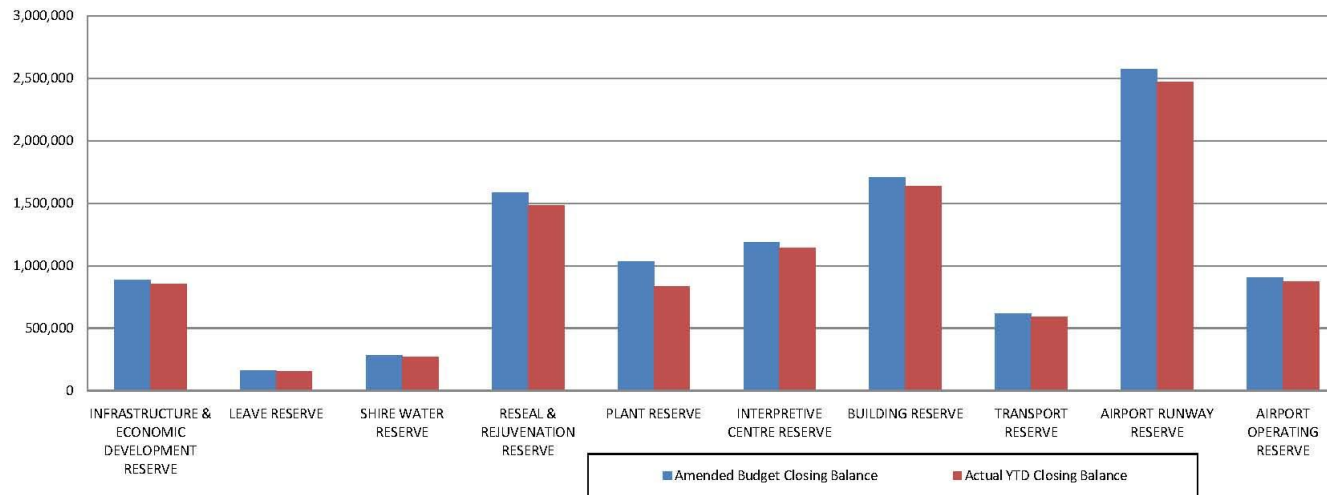
Instalment 1	28 August 2014
Instalment 2	1 November 2014
Instalment 3	5 January 2015
Fourth and final instalment	11 March 2015

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2014

Note 7: Cash Backed Reserve

2014-15	Actual Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Amended Budget Closing Balance	Actual YTD Closing Balance
Name	\$	\$	\$	\$	\$	\$	\$		\$	\$
INFRASTRUCTURE & ECONOMIC DEVELOPMENT RESERVE	853,485	35,567			0		0		889,052	853,485
LEAVE RESERVE	155,801	6,493			0		0		162,294	155,801
SHIRE WATER RESERVE	270,700	11,281			0		0		281,981	270,700
RESEAL & REJUVENATION RESERVE	1,483,979	61,978		38,799	0		0		1,584,756	1,483,979
PLANT RESERVE	831,960	98,923		105,556	0		0		1,036,439	831,960
INTERPRETIVE CENTRE RESERVE	1,140,982	47,547			0		0		1,188,529	1,140,982
BUILDING RESERVE	1,639,027	68,360			0		0		1,707,387	1,639,027
TRANSPORT RESERVE	589,023	24,546			0		0		613,569	589,023
AIRPORT RUNWAY RESERVE	2,469,103	102,894			0		0		2,571,997	2,469,103
AIRPORT OPERATING RESERVE	871,116	36,301			0		0		907,417	871,116
	10,305,175	493,890	0	144,355	0	0	0		10,943,420	10,305,175

Note 7 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note8: GRANTS AND CONTRIBUTIONS

Program/Details		2014-15 Amended Budget	Variations Additions (Deletions)	Operating	Capital	Recoup Status		
GL	TYPE					Received	Not Received	
		\$	\$	\$	\$	\$	\$	
General Purpose Funding								
0181	Operating Grant	Financial Assistance Grant	2,470,907	2,470,907	0	0	2,470,907	
0211	Operating Grant	Local Road Grant	1,055,036	1,055,036	0	0	1,055,036	
Law, Order, Public Safety								
1563	Operating Grant	Dfes Operating Grant	4,500	4,500	0	0	4,500	
2003	Operating Grant	Ses Operating Grant	6,000	6,000	0	0	6,000	
Education & Welfare								
2417	Operating Grant	Misc Youth - Grants Other	10,000	10,000	0	0	10,000	
2419	Operating Grant	Youth Grant - Oshc Program	17,270	17,270	0	3,407	13,863	
2421	Operating Grant	Youth Services Grant - Dcp-Wa	77,649	77,649	0	19,601	58,048	
2460	Operating Grant	Cdo - Misc Grants Income	10,000	10,000	0	0	10,000	
Recreation And Culture								
3603	Operating Grant	Dept Sport & Rec - Kidsport Program	37,080	37,080	0	0	37,080	
3626	Operating Grant	Miscellaneous Grants - Rec Off	10,000	10,000	0	0	10,000	
3713	Operating Grant	Recreation Grants	50,000	50,000	0	0	50,000	
3863	Operating Grant	Csrff Grant	108,125	0	108,125	0	108,125	
3873	Non-Operating	Lotterywest Grant	20,000	0	20,000	0	20,000	
TRANSPORT								
4591	Operating Grant	Street - Lighting - Operating Grant	200,000	0	200,000	0	200,000	
4621	Operating Grant	Fesa - Natural Disaster	515,000	0	515,000	0	515,000	
4691	Non-Operating	R2R Grant	811,333	0	811,333	0	811,333	
5183	Non-Operating	Mrd Road Project Grant	400,000	0	400,000	0	400,000	
4601	Non-Operating	Fesa - Natural Disaster	3,080,792	0	3,080,792	317,129	2,763,663	
4843	Operating Grant	Street - Lighting - Operating Grant	4,000	4,000	0	0	4,000	
Other Property And Services								
1128	Operating Grant	Dept Of Local Government & Communities - Workforce Plan Grant	23,300	23,300	0	23,300	0	
TOTALS			8,910,992	0	3,775,742	5,135,250	363,436	8,547,555

Operating Grants and Contributions	3,775,742	46,308
Non-Operating (Capital) Grants and Contributions	5,135,250	317,129
	<u>8,910,992</u>	<u>363,436</u>

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 9a: CAPITAL EXPENDITURE

Assets	GL Account	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comment
Buildings							
Education and Welfare							
YC BUILDING - CAPITAL	2447	6,710	6,710	0	0	0	
LOT 852 KIDS ZONE BUILDING - CAPITAL	2439	35,000	35,000	0	0	0	
TELECENTRE EXTENSIONS	9681	76,370	76,370	0	0	0	
Education and Welfare Total		118,080	118,080	0	0	0	
Housing							
HOUSING - CAPITAL IMPROVEMENTS	2704	408,000	408,000	0	0	0	
Housing Total		408,000	408,000	0	0	0	
Community Amenities							
CEMETERY CAPITAL EXPENDITURE	3292	50,000	50,000	0	0	0	
Community Amenities Total		50,000	50,000	0	0	0	
Recreation And Culture							
STAGE 1 - LLOYD'S RENOVATIONS	4191	380,000	380,000	0	0	0	
MASONIC LODGE - CAPITAL	4171	115,000	115,000	0	0	0	
OVAL TOILETS	3634	100,000	100,000	0	0	0	
REC CENTRE BUILDINGS	3680	64,000	64,000	0	0	0	
NEW GYM BUILDING	3884	250,000	250,000	0	0	0	
INDOOR CRICKET CENTRE	4036	35,000	35,000	0	0	0	
Recreation And Culture Total		944,000	944,000	0	0	0	
Transport							
DEPOT CAPITAL IMPROVEMENTS	5044	325,000	325,000	0	960	960	
AIRPORT ADDITIONAL ACCOMODATION	5345	150,000	150,000	0	0	0	
TERMINAL - CAPITAL WORKS	5219	30,000	30,000	0	0	0	
Transport Total		505,000	505,000	0	960	960	
Other Property and Services							
RE-ROOF OFFICE/ADMINISTRATION BUILDING	1334	215,000	215,000	0	0	0	
KEY SYSTEM	1323	15,000	15,000	0	0	0	
Transport Total		230,000	230,000	0	0	0	
Buildings Total		2,255,080	2,255,080	0	960	960	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 9a: CAPITAL EXPENDITURE

Assets	GL Account	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comment
Furniture & Office Equip.							
Education and Welfare							
YC - FURNITURE & EQUIPMENT	2445	1,800	1,800	0	0	0	
LOT 852 KIDS ZONE EQUIPMENT - CAPITAL	2438	0	0	0	12,112	12,112	Carry Over from 13/14 to be addressed at Budget Review
Education and Welfare Total		1,800	1,800	0	12,112	12,112	
Recreation And Culture							
HALL EQUIPMENT	3534	11,000	11,000	0	0	0	
POOL EQUIPMENT	3714	12,500	12,500	0	0	0	
GYM EQUIPMENT UPGRADES	3974	20,000	20,000	0	0	0	
Recreation And Culture Total		43,500	43,500	0	0	0	
Furniture & Office Equip. Total		45,300	45,300	0	12,112	12,112	
Plant , Equip. & Vehicles							
Education and Welfare							
CDO VEHICLE PURCHASE	2444	30,000	30,000	0	27,494	27,494	
Education and Welfare Total		30,000	30,000	0	27,494	27,494	
Recreation and Culture							
PLANT PURCHASE	3614	35,000	35,000	0	0	0	
Recreation and Culture Total		35,000	35,000	0	0	0	
Transport							
MISC PLANT (SMALL EQUIPMENT)	5014	15,000	15,000	0	0	0	
CARAVANS & EQUIPMENT	5034	64,000	64,000	0	0	0	
SWEEPER	5094	10,000	10,000	0	0	0	
TRUCK	5124	400,000	400,000	0	0	0	
GRADERS	5134	400,000	400,000	0	0	0	
WORKS MANAGER VEHICLE	5144	71,000	71,000	0	0	0	
ENGINES & PUMPS	5154	50,000	50,000	0	0	0	
TRAILER	5264	30,000	30,000	0	0	0	
GENERATOR	5284	55,000	55,000	0	0	0	
MISC PLANT - PURCHASED UNDER COUNCIL APPROVAL	5414	350,000	350,000	0	0	0	
MOWER	5454	20,000	20,000	0	0	0	
AIRPORT FIRE FIGHTING SYSTEM	5216	40,000	40,000	0	0	0	
Transport Total		1,505,000	1,505,000	0	0	0	

SHIRE OF MEEKATHARRA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2014

Note 9a: CAPITAL EXPENDITURE

Assets	GL Account	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comment
Plant , Equip. & Vehicles cont'd							
Other Property and Services							
DCEO VEHICLE	1355	54,000	54,000	0	0	0	
Transport Total		54,000	54,000	0	0	0	
Plant , Equip. & Vehicles Total		1,624,000	1,624,000	0	27,494	27,494	
Roads Infrastructure							
Transport							
ROAD CONSTRUCTION VARIOUS	4200	6,280,291	6,280,291	62,639	58,852	(3,787)	See Note 10a for detail.
Transport Total		6,280,291	6,280,291	62,639	58,852	-3,787	
Roads Infrastructure Total		6,280,291	6,280,291	62,639	58,852	-3,787	
Airport Infrastructure							
Transport							
AIRPORT CONSTRUCTION	5104	903,000	903,000	0	0	0	
Transport Total		903,000	903,000	0	0	0	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 9a: CAPITAL EXPENDITURE

Assets	GL Account	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comment
Airport Infrastructure Total		903,000	903,000	0	0	0	
Other Infrastructure							
Recreation and Culture							
MT GOULD POLICE STATION - CAPITAL	4181	10,000	10,000	0	0	0	
CORNISH LIFT	3624	35,000	35,000	0	0	0	
VIEWING PLATFORM FOR HEADFRAME	3637	30,000	30,000	0	0	0	
OVAL LIGHTS - CAP EXP	3664	109,720	109,720	0	0	0	
PLAYGROUND EQUIPMENT	3904	28,000	28,000	0	0	0	
NEW PUMP & FITTINGS	3914	20,000	20,000	0	0	0	
TANK, FENCE & FITTINGS	3994	100,000	100,000	0	0	0	
LUKES PIT WATER SCHEME	3944	50,000	50,000	0	493	-493	
GRANT'S PIT WATER SCHEME	3954	110,000	110,000	0	0	0	
MEEKATHARRA RACE COURSE IMPROVEMENTS	4016	10,000	10,000	0	0	0	
BASKETBALL COURT	4046	50,000	50,000	0	0	0	
Recreation and Culture Total		552,720	552,720	0	493	493	
Transport							
MAINSTREET SCAPING	4984	250,000	250,000	0	0	0	
Transport Total		250,000	250,000	0	0	0	
Economic Services							
MEEKA BICYCLE TRAIL	5378	50,000	50,000	0	0	0	
MEEKA NORTH DRIVE - HERITAGE	5387	90,302	90,302	0	0	0	
MEEKA SOUTH DRIVE - HERITAGE	5388	120,016	120,016	0	0	0	
MEEKA TOWN DRIVE - HERITAGE	5394	54,385	54,385	0	0	0	
Economic Services Total		314,703	314,703	0	0	0	
Other Infrastructure Total		1,117,423	1,117,423	0	493	493	
Capital Expenditure Total		12,225,094	12,225,094	62,639	99,911	37,272	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014

Note 9b: CAPITAL EXPENDITURE - Roads Infrastructure Detail

Assets	Job	Original Annual Budget	YTD Actual	Variance (Under)/Over
Grids Construction	1266	200,000	10,340	(189,660)
Road Construction Misc	1267	500,000	0	(500,000)
Water Bores	1268	250,000	0	(250,000)
Drainage General	1269	350,000	0	(350,000)
Landor Rd - Roads 2 Recovery Funded	A66	600,000	0	(600,000)
Murchison Rd - Cemetery	C137	150,000	0	(150,000)
Connaughton Street - Construction	C57	50,000	0	(50,000)
Landor Rd - Council Funding	C66	100,000	0	(100,000)
Peak Hill - Horse Shoe Lights Road - Agrn 606	L114	2,740,791	0	(2,740,791)
Neds Creek - Wiluna North Road - Agrn 606	L5	120,000	0	(120,000)
Ashburton Downs Rd - Regional Road Group Funding \$300,000	RA67	452,500	0	(452,500)
Ashburton Downs Rd - Regional Road Group Funding \$211,333	RB67	317,000	0	(317,000)
Landor Rd - Regional Road Group Funding	RR66	450,000	0	(450,000)
Sandstone Rd - Roads 2 Recovery Funded	A68	0	24,313	24,313
Mt Clere Rd - Construction	C1	0	23,874	23,874
Moorarie-Trillbar Rd - Construction	C79	0	325	325
Roads Infrastructure Total		6,280,291	58,852	(6,221,439)

**SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2014**

Note 10: CAPITAL DISPOSALS



Original Budget Profit/(Loss) of Asset Disposal			Disposals	Actual YTD				Comments
Net Book Value	Proceeds	Profit (Loss)		Cost	Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$						
			Plant and Equipment					
11,983	11,000	(983)	P402 Toyota Hilux 2008					Vehicle Not Yet Traded
98,938	50,000	(48,938)	P405 WA Hino Dual Cab Truck - 2009					Vehicle Not Yet Traded
89,945	50,000	(39,945)	P349 - Volvo G720 Grader					Vehicle Not Yet Traded
256,602	150,000	(106,602)	P419 - 2009 Cat 12M Grader					Vehicle Not Yet Traded
76,453	20,000	(56,453)	P109 - Nissan UD Prime Mover					Vehicle Not Yet Traded
43,927	41,000	(2,927)	P437 - Toyota Landcruiser GXL					Vehicle Not Yet Traded
41,239	35,000	(6,239)	DCEO Vehicle					Vehicle Not Yet Traded
619,087	357,000	(262,087)		0	0	0	0	

Comments

There have been no trade- ins to date.

***ACTIONS TAKEN UNDER UNDER DELEGATED POWER REQUIRING
NOTIFICATION TO COUNCIL***

There were no actions taken under delegated powers that require reporting to Council in July 2014.

Title/Subject:	OUTSTANDING DEBTORS
Agenda/Minute Number:	9.2.2
Applicant:	Nil
File Ref:	ADM 171
Disclosure of Interest:	Nil
Date of Report:	8 August 2014
Author:	Svenja Clare Debtors & Creditors Officer
	 <i>Signature of Author</i>
Senior Officer:	Roy McClymont Chief Executive Officer
	 <i>Signature Senior Officer</i>

Summary:

Attached is a copy of the detailed outstanding Sundry Debtors.

Background:

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

The following applies to all outstanding debtors –

>90 day – All outstanding debtors with 90 days or more are sent a 7 day debt collection letter.

>60 day – All outstanding debtors with 60 days or more are sent a reminder letter.

>30 day – All outstanding debtors with 30 days or more account are sent a statement with a reminder sticker attached.

Comment:

Although the outstanding > 90 day accounts are sent letters stating that they will be forwarded onto the debt collection agency, Council needs to be aware of the cost to do so. Therefore from time to time, in relation to minimal amounts i.e. landing fees it is required that Council write off the debt incurred.

Consultation:

Roy McClymont – Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

Nil

Financial Implications:

Loss of revenue

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr NE Lyon

That Council receives the outstanding monthly Debtor Trial Balance for 31 July 2014.

CARRIED 4/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance						
		As at 31.07.2014						
Debtor #	Name	Credit Limit	02.05.2014		01.06.2014	01.07.2014	31.07.2014	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
				Of				
				Oldest				
				Invoice				
				(90Days)				
S004	MARK SMITH PTY LTD		0.00	0	0.00	0.00	788.50	788.50
A041	AD ASTRAL AVIATION		0.00	0	0.00	4803.68	2986.64	7790.32
B043	ADRIAN BAUMGARTEN		0.00	0	0.00	268.87	0.00	268.87
B092	ADRIAN BAUMGARTEN (JNR)		827.56	385	0.00	0.00	0.00	827.56
A054	AFRAN CIVIL CONSTRUCTIONS		0.00	0	138.60	100.00	138.60	377.20
S097	ALAN SATTLER		0.00	0	0.00	0.00	22.00	22.00
A017	AUSTRALIAN TAXATION OFFI		0.00	0	0.00	0.00	0.00	-9.07
A102	AVIATION PARTNERS PTY LTD		0.00	0	0.00	67.50	0.00	67.50
B016	BELELE STATION		624.00	2649	0.00	0.00	0.00	624.00
B108	BOOROOBIL PASTORAL CO		0.00	0	0.00	0.00	22.00	22.00
B2	BP AUSTRALIA PTY LTD		0.00	0	0.00	34558.65	620.14	35178.79
S074	BRENT SMOOTHY		22.00	268	0.00	0.00	0.00	22.00
C026	CHINA SOUTHERN W/AUSTRALIA		0.00	0	0.00	0.00	641.25	641.25
C021	COMPLETE AVIATION SERVICES		0.00	0	717.14	1737.74	717.14	3172.02
C132	COOLIBAH VILLAGE		0.00	0	0.00	176.00	0.00	176.00
D1	DEPARTMENT OF EDUCATION		0.00	0	0.00	0.00	12304.50	12304.50
D036	DESERT - AIR SAFARIS PTY L		0.00	0	0.00	0.00	44.22	44.22
D054	DORAY MINERALS PTY LTD		0.00	0	0.00	0.00	88000.00	88000.00
D062	DRANSFIELD, LORRI		0.00	0	0.00	169.37	0.00	169.37
E042	EVALMEX PTY LTD		0.00	0	0.00	59.54	0.00	59.54
F046	FRIG TECH SERVICES		0.00	0	40.40	40.40	40.40	121.20
G071	GBF MINING AND INDUSTRIAL		0.00	0	0.00	0.00	3008.08	3008.08
C128	GEOFFREY CARBERRY		0.00	0	0.00	24.11	0.00	24.11
G011	GERALDTON AIR CHARTER		0.00	0	0.00	86.37	85.04	171.41
G010	GERALDTON FUEL COMPANY		0.00	0	0.00	0.00	69.30	69.30
G053	GREEN MINING PTY LTD		0.00	0	46.20	23.10	23.10	92.40
H077	HANDEL AVIATION PTY LTD		0.00	0	0.00	51.70	0.00	51.70
H012	HNZ AUSTRALIA PTY LTD		0.00	0	0.00	0.00	67.50	67.50
J033	JAMES JOSEPH BUCHANAN		0.00	0	0.00	0.00	0.00	-13.20
W041	JAMES WILLIAMS		0.00	0	0.00	44.00	0.00	44.00
J018	JANDAKOT FLIGHT CENTRE		0.00	0	0.00	48.92	0.00	48.92
D056	JOHN DYER		0.00	0	0.00	147.89	35.98	183.87
J039	JULIE'S BEAUTY		518.70	90	0.00	920.40	40.40	1479.50
K003	KARALUNDI ABORIGINAL EDUCA		0.00	0	0.00	421.30	69.30	490.60

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance						
		As at 31.07.2014						
Debtor #	Name	Credit Limit	02.05.2014		01.06.2014	01.07.2014	31.07.2014	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
				Of				
				Oldest				
				Invoice				
				(90Days)				
K021	KING LEOPOLD AIR		129.26	268	0.00	0.00	0.00	129.26
L018	LANGTREE COPPIN		0.00	0	0.00	0.00	44.00	44.00
L029	LEIMAC BUILDING PTY LTD		0.00	0	0.00	0.00	48.96	48.96
L039	LOVE, WENDY		15.45	129	25.00	25.00	0.00	65.45
M4	MAIN ROADS		0.00	0	0.00	0.00	31240.00	31240.00
M083	MEEKA MEATS		0.00	0	0.00	176.00	0.00	176.00
MC1D	MEEKATHARRA CARAVAN PARK		0.00	0	0.00	0.00	0.00	-26.67
M2	METEOROLOGY DEPT OF		0.00	0	0.00	0.00	284.60	284.60
27	MICHAEL HARCOURT-SMITH		0.00	0	0.00	24.50	0.00	24.50
M023	MILGUN STATION		0.00	0	0.00	0.00	1959.20	1959.20
M161	MISSION AUSTRALIA		3.50	189	48.80	0.00	0.00	52.30
M138	MPC GOLD PTY LTD		0.00	0	0.00	44.00	0.00	44.00
N002	NETWORK AVIATION		0.00	0	0.00	0.00	1693.44	1693.44
N001	NEWMAN VETERINARY HOSPITAL		0.00	0	0.00	25.00	25.00	50.00
O033	OLSEN & CO CONTRACTORS		23.10	167	23.10	0.00	0.00	46.20
H021	PHILIP HOOPER - COCKLES		0.00	0	0.00	0.00	0.00	-74.25
E21	PILBARA ACCESS PTY LTD (EF		0.00	0	0.00	0.00	0.00	-221.10
E019	PURDUE, EDWARD		0.00	0	0.00	22.00	44.00	66.00
R043	RACHLAN HOLDINGS PTY LTD		22.00	268	0.00	0.00	0.00	22.00
M000	ROY MCCLYMONT		0.00	0	0.00	8.63	26.11	34.74
R009	ROYAL AERO CLUB OF WA		0.00	0	0.00	0.00	22.00	22.00
R005	ROYAL FLYING DOCTOR SERVIC		0.00	0	0.00	9347.73	7142.79	16490.52
S096	S&K ELECTRICAL CONTRACTING		0.00	0	0.00	0.00	69.30	69.30
S055	SHINE AVIATION SERVICES		0.00	0	0.00	36.74	738.83	775.57
S007	SKIPPER AVIATION		0.00	0	0.00	0.00	4432.00	4432.00
S098	SLACK WATER SAFARIS PTY LT		22.00	203	0.00	0.00	0.00	22.00
S049	SMOOTHY HELICOPTERS		0.00	0	22.00	0.00	0.00	22.00
H023	STANLEY HOUST		0.00	0	0.00	0.00	57.37	57.37
S078	STAR AVIATION PTY LTD		0.00	0	47.63	0.00	0.00	47.63
T056	TEX ONSITE PTY LTD		0.00	0	0.00	0.00	91.84	91.84
N033	THE NATIONALS FOR REGIONAL		0.00	0	0.00	0.00	0.00	-62.70
T059	TIDMAN OPTICAL		25.00	139	50.00	25.00	0.00	100.00
T053	TINY TOTS IMAGES PHOTOGRAP		0.00	0	288.75	0.00	0.00	288.75
B070	WATSON-BATES, JOHN		0.00	0	0.00	22.43	0.00	22.43



MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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*** SHIRE OF MEEKATHARRA ***

		Debtors Trial Balance					Total	
		As at 31.07.2014						
Debtor #	Name	Credit Limit	02.05.2014 GT 90 days	Age Of Oldest Invoice (90Days)	01.06.2014 GT 60 days	01.07.2014 GT 30 days	31.07.2014 Current	Total
Totals --- Credit Balances:		-406.99	2232.57		1447.62	53506.57	157643.53	214423.30

Title/Subject:	LIST OF ACCOUNTS ENDED JULY 2014
Agenda/Minute Number:	9.2.3
Applicant:	Nil
File Ref:	ADM 171
Disclosure of Interest:	Nil
Date of Report:	8 August 2014
Author:	Svenja Clare Debtors & Creditors Officer
Senior Officer:	Roy McClymont Chief Executive Officer
	 <i>Signature of Author</i>
	 <i>Signature Senior Officer</i>

Summary:

Accounts are to be presented to council for payments.

Background:

List of accounts

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

Comment:

Each month the accounts are presented to council for payment;

Municipal	Voucher No's	Amount:	\$ 985,209.17
Trust Account	Voucher No's	Amount:	\$ -
Air BP	Voucher No's	Amount:	\$ -
		Total	<u>\$ 985,209.17</u>

Consultation:

Roy McClymont – Chief Executive Officer

Statutory Environment:

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

Policy Implications:

Nil

Financial Implications:

Accounts to be paid

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr NE Lyon

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

CARRIED 4/0

MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON SATURDAY 16 AUGUST 2014

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SHIRE OF MEEKATHARRA

Accounts Due and Paid under Delegated Authority and Submitted to Council on the
16-Aug-14

Chg/EFT	Date	Creditor	Description	MUNICIPAL	AIR BP	TRUST
EFT9562	04/07/2014	ELECTRICAL ADDITIONS AND DESIGN (GRANT SHAW)	VARIOUS ELECTRICAL WORKS AT PICTURE GARDENS AND SHIRE HALL	-9460.01		
EFT9563	04/07/2014	ML & GJ TRENFIELD CONTRACTING	AERODROME MANAGEMENT CONTRACT JUNE 2014	-20900.00		
EFT9564	04/07/2014	PETTERSSON'S PAINTING SERVICES	FINAL PAYMENT FOR PAINTING WORKS AT 206 HILL ST	-1700.00		
EFT9565	15/07/2014	AG BURROWS PLANT	PLANT HIRE FOR VARIOUS ROADWORKS AND DELIVERY OF PINDAN SAND	-13062.50		
EFT9566	15/07/2014	AIT SPECIALISTS PTY LTD	PROFESSIONAL SERVICES - FUEL TAX CREDITS ETC NOVEMBER 2013 - MAY 2014	-3507.13		
EFT9567	15/07/2014	AMPAC DEBT RECOVERY (WA) PTY LTD	COSTS ON RECOVERY OF RATES JUNE 2014	-986.01		
EFT9568	15/07/2014	ANDERSON MUNRO & WYLLIE	ACQUITTAL OF THE CLGF INDIVIDUAL GROUP FUNDING FOR THE LANDOR ROAD UPGRADE AND SEAL	-880.00		
EFT9569	15/07/2014	ARTEIL (WA) PTY LTD	NEW CHAIRS FOR COUNCIL CHAMBERS	-9275.20		
EFT9570	15/07/2014	ATYEO'S ENVIRONMENTAL HEALTH SERVICES PL	EHO DUTIES 19/06 - 04/07/2014	-5468.38		
EFT9571	15/07/2014	AUSTRALIA POST	POSTAGE JUNE 2014	-476.79		
EFT9572	15/07/2014	B & E TRENFIELD	PARKS & GARDENS CONTRACT 1-15 JULY 2014	-5311.91		
EFT9573	15/07/2014	BEETS'S SHOVELLING	HIRE OF DIGGER FOR KIDZONE EARTHWORKS	-320.00		
EFT9574	15/07/2014	CANCER COUNCIL	EQUIPMENT FOR PROTECTION FROM SUN	-306.20		
EFT9575	15/07/2014	COAST WEB DESIGN (KATIE HARTRICK)	DESIGN SIGNAGE FOR KIDZONE	-200.00		
EFT9576	15/07/2014	COATES HIRE	HOSE + PUMP + STRAINER HIRE APRIL + MAY 2014	-7785.86		
EFT9577	15/07/2014	COMMERCIAL HOTEL MEEKATHARRA	COUNCIL MEETING DINNER 20 JUNE 14	-57.00		
EFT9578	15/07/2014	CONTRACT AQUATIC SERVICES	PAINTING BUILDINGS AT MEEKA POOL	-4730.00		
EFT9579	15/07/2014	COURIER AUSTRALIA	VARIOUS FREIGHT CHARGES	-117.46		
EFT9580	15/07/2014	DANIKA CHANDLER	BANK RECS APRIL + MAY 2014, RATES MAY + JUNE 2014	-1881.00		
EFT9581	15/07/2014	DEPARTMENT OF LANDS	L7784645 PARKING & ACCOMMODATION LEASE RENT FOR PERIOD 1.7.14 - 31.12.14	-1304.98		
EFT9583	15/07/2014	FARMER JACKS	VARIOUS PURCHASES JUNE 2014	-4182.74		
EFT9584	15/07/2014	FLASH FLOWERS	LARGE NATIVE FLORAL WREATH FOR ROHAN SALMON - FUNERAL	-152.75		
EFT9585	15/07/2014	FUJI XEROX AUSTRALIA PTY LTD	VARIOUS PHOTOCOPYING CHARGES	-5104.22		
EFT9586	15/07/2014	GARY MARTIN	PROJECT OFFICER WORK 9-17 JULY 2014 + TRAVEL	-7760.04		
EFT9587	15/07/2014	GERALDTON FUEL	BULK FUEL DELIVERED TO AIRPORT + FUEL CARD PURCHASES JUNE 2014	-74977.02		
EFT9588	15/07/2014	HOWDEN CONTRACTING AND TRANSPORT	LABOUR HIRE FOR VARIOUS ROADWORKS AND JOBS	-6490.55		
EFT9589	15/07/2014	INTEGRAL PROJECT CREATION PTY LTD	PREPARE REPORTS AS PER PROPOSAL FOR LAND AND BUILDING	-17600.00		
EFT9590	15/07/2014	IT VISION AUSTRALIA PTY LTD	SYNERGY SOFT RENEWAL UNTIL 30/06/2015	-20219.10		
EFT9591	15/07/2014	IT VISION USER GROUP	SUBSCRIPTION FOR 2014/2015	-660.00		
EFT9592	15/07/2014	JASON SIGNMAKERS	TRAFFIC SIGNS AND POSTS SUPPLY FOR DEPOT	-18646.54		
EFT9593	15/07/2014	JAYBRO CIVIL & SAFETY PRODUCTS (HJD INDUSTRIES)	2000 GUIDE POSTS FOR TRAFFIC CONTROL	-26620.00		
EFT9594	15/07/2014	KLEENHEAT GAS	GAS CYLINDER RENTAL VARIOUS PROPERTIES	-858.00		
EFT9595	15/07/2014	LANDGATE	MINING TENEMENT SCHEDULE M2014/6	-728.25		
EFT9596	15/07/2014	LAURITSEN MECHANICAL	VARIOUS PLANT REPAIRS AND PARTS	-5287.49		
EFT9597	15/07/2014	MARK SMITH PTY LTD	PUMP OUT THE DUMP POINT; YOUTH CENTRE BLOCKAGE REPAIRS	-754.65		
EFT9598	15/07/2014	MATARA GOLD PTY LTD	Rates refund for assessment A6530 E51/1294 as requested by owner	-67.69		
EFT9599	15/07/2014	MCCLYMONT, ROY	REIMBURSEMENT FOR OVERCHARGE ON TELEPHONE INVOICE	-40.00		
EFT9600	15/07/2014	MEEKATHARRA CORNER STORE	VARIOUS PURCHASES JUNE 2014	-612.98		
EFT9601	15/07/2014	MEEKATHARRA VOLUNTEER FIRE BRIGADE	ANNUAL DONATION TO MEEKATHARRA VOLUNTEER FIRE AND RESCUE SERVICE	-2000.00		
EFT9602	15/07/2014	MIDWEST PEST MANAGEMENT	PEST CONTROL VARIOUS BUILDINGS	-5519.00		
EFT9603	15/07/2014	MULLEWA ENGINEERING SERVICES PTY LTD	SUPPLY 3 BAY CAT COMPOUND	-6154.50		
EFT9604	15/07/2014	NATIVE METALS PTY LTD	Rates refund for assessment A6945 E51/1478 as requested by owner	-206.24		
EFT9605	15/07/2014	NGE NORTHERN GOLDFIELDS EARTHMOVING	CONTRACTOR WORKS VARIOUS ROADS	-245620.10		
EFT9606	15/07/2014	ORICA AUSTRALIA P/L	CHLORINE SERVICE FEE JUNE 2014	-204.60		
EFT9607	15/07/2014	OSHGROUPT PTY LTD	ROSS CASHIN APPOINTMENT 09.07.2014	-751.74		
EFT9608	15/07/2014	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	VARIOUS COMPUTER MAINTENANCE WORK AND REMOTE SUPPORT FOR MAY & JUNE 14	-297.50		
EFT9609	15/07/2014	PLG PHOTOVOLTAIC LIGHTING GROUP	SOLAR LIGHT FOR COMPLEX ENTRY	-4748.00		
EFT9610	15/07/2014	PUMPS AUSTRALIA PTY LTD	PARTS FOR HIGH PRESSURE WASHER	-212.30		
EFT9611	15/07/2014	RDI TRANSPORT	PICK UP PRADO FROM GREEN HEAD AND TRANSPORT TO KEWDALE	-371.00		
EFT9612	15/07/2014	RESOURCE AND INVESTMENT NL	Rates refund for assessment A6577 E52/2568 as requested by owner	-711.26		
EFT9613	15/07/2014	RI BACK	ACCOUNTING & FINANCIAL SUPPORT FOR FEB, MAR, APR, MAY 2014	-2673.00		
EFT9614	15/07/2014	RODEOFEST PTY LTD	RODEO 2014 OPERATING COSTS + PRIZE MONEY	-55620.00		
EFT9615	15/07/2014	ROYAL FLYING DOCTOR SERVICE	LANDING FEE CONTRIBUTION APRIL, MAY AND JUNE 2014	-20789.10		
EFT9616	15/07/2014	S&K ELECTRICAL CONTRACTING PTY LTD	REPAIRS TO FLUROS AND FLOODLIGHT AT DEPOT; POWER OUTAGE AT JULIE'S BEAUTY AT LLOYDS	-1650.00		

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Accounts Due and Payed under Delegated Authority and Submitted to Council on the
16-Aug-14

Chg/EFT	Date	Creditor	Description	MUNICIPAL	AIR BP	TRUST
EFT9617	15/07/2014	SADLEIRS-NEXUS LOGISTICS	VARIOUS FREIGHT CHARGES	-4880.44		
EFT9618	15/07/2014	SMITH, PAUL	REIMBURSEMENT FOR PURCHASE OF WALCO HEAVY DUTY PICK FOR AIRPORT	-138.65		
EFT9619	15/07/2014	SOLID CONCRETE SERVICES AND CONSTRUCTION PTY LTD	CONCRETE WORKS ON MT CLERE ROAD	-84408.50		
EFT9620	15/07/2014	ST JOHN AMBULANCE AUSTRALIA, MEEKATHARRA SUB CENTRE	ANNUAL DONATION TO MEEKATHARRA ST JOHN AMBULANCE SUBCENTRE	-2000.00		
EFT9621	15/07/2014	STAPLES AUSTRALIA PTY LIMITED	INK CARTRIDGES FOR YOUTH CENTRE	-139.98		
EFT9622	15/07/2014	STATE EMERGENCY SERVICE MEEKATHARRA	REIMBURSEMENT FOR VARIOUS OPERATING COSTS	-6137.61		
EFT9623	15/07/2014	STRATUM METALS LTD	Rates refund for assessment A6396 E53/1440 as requested by owner	-858.32		
EFT9624	15/07/2014	T J SULLIVAN CRANE HIRE	CRANE HIRE FOR DEPOT WORKS	-1320.00		
EFT9625	15/07/2014	TRENFIELD MOTORS	SUPERVISION OF CONTRACTORS; PLANT AND PUMP REPAIRS AND PARTS; GRID WORKS	-48408.33		
EFT9626	15/07/2014	TRUCK CENTRE WESTERN AUSTRALIA	PARTS FOR NISSAN TRUCKS	-88.97		
EFT9627	15/07/2014	URBIS PTY LTD	PHASE 2-ECONOMIC DEVELOPMENT STRATEGY-REVIEW AND FINALISATION OF DRAFT STRATEGY ETC	-4400.00		
EFT9628	15/07/2014	VIDGUARD SECURITY SYSTEMS	SECURITY MONITORING CHARGES 1.7.14 - 30.9.14	-2310.00		
EFT9629	15/07/2014	WAJON PUBLISHING COMPANY	WILDFLOWER BOOKS FOR FRONT COUNTER SALES	-76.00		
EFT9630	15/07/2014	WELLINGTON ELECTRICAL	HOT WATER SYSTEM CHECK 208 HILL ST	-104.50		
EFT9631	15/07/2014	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION -	ADVERTISING: OCM CHANGE OF DATES; DEATH NOTICES R. SALMON, G. BELL, W. MONGO	-446.29		
EFT9632	15/07/2014	WESTRAC EQUIPMENT	VARIOUS PLANT REPAIRS AND PARTS	-2248.62		
EFT9633	15/07/2014	WINCHESTER INDUSTRIES	WASHED STONE DELIVERED TO SHIRE DEPOT FOR ROAD CONSTRUCTION	-21853.98		
EFT9634	15/07/2014	ELSTER METERING PTY LTD	FLOW METER FOR WATER NEAR ROADHOUSE	-542.58		
EFT9635	30/07/2014	ANDREW BINSIAR	MEMBERS MEETING FEES ORDINARY & HBTP MEETING JULY 2014	-300.00		
EFT9636	30/07/2014	AURUM PUBLISHING	PROSPECTING THE MURCHISON BOOKS FOR FRONT COUNTER SALES	-330.00		
EFT9637	30/07/2014	AUSTRALIAN SENIOR PUBLICATIONS	ADVERTISING OF FESTIVAL IN AUSTRALIAN SENIORS PAPER ON 25/08/2014	-477.62		
EFT9638	30/07/2014	B & E TRENFIELD	PARKS & GARDENS CONTRACT 16-30 JULY 2014	-5311.91		
EFT9639	30/07/2014	BIG RIVER GROUP PTY LTD	MATERIALS FOR MT CLERE ROADWORKS	-7071.74		
EFT9640	30/07/2014	BLOWEYS FABRICATION & WELDING	FABRICATE COMPLETE GRID SECTION FOR ROADS	-3789.50		
EFT9641	30/07/2014	BLUESCOPE DISTRIBUTION - (METALCORP)	VARIOUS STEEL MATERIALS FOR CONSTRUCTION OF GRIDS	-7920.37		
EFT9642	30/07/2014	BUNNINGS GROUP LIMITED	PAINT AND MATERIALS FOR YOUTH CENTRE	-484.30		
EFT9643	30/07/2014	BURROWS A.G.	MEMBERS MEETING FEES ORDINARY & HBTP MEETING JULY 2014	-300.00		
EFT9644	30/07/2014	COATES HIRE	HIRE OF EXTENSION LEAD 8/7/14	-23.08		
EFT9645	30/07/2014	COCKBURN CEMENT LTD	BULKER BAGS OF CEMENT FOR MT CLERE ROAD CONSTRUCTION	-7867.20		
EFT9646	30/07/2014	COMMERCIAL HOTEL MEEKATHARRA	LUNCHESES PROVIDED FOR STAFF AND COUNCILLORS AFTER JULY COUNCIL MEETING	-193.70		
EFT9647	30/07/2014	CONTRACT AQUATIC SERVICES	REPAINTING OF MALE/FEMALE PUBLIC TOILETS TO EXISTING COLOUR SCHEME	-1100.00		
EFT9648	30/07/2014	COURIER AUSTRALIA	VARIOUS FREIGHT CHARGES	-72.66		
EFT9649	30/07/2014	G&T FAMILY TRUST - BYRNE CASH ENTERPRISES	RUBBISH CONTRACT JULY 2014	-17011.50		
EFT9650	30/07/2014	GYMCARE	SERVICE CHECK & MAINTENANCE OF GYM EQUIPMENT	-2909.45		
EFT9651	30/07/2014	HOWDEN R.K.	MEMBERS MEETING FEES ORDINARY MEETING JULY 2014 + TRAVEL ALLOWANCE	-320.00		
EFT9652	30/07/2014	JOHN HUGHES GROUP	SUPPLY MITSUBISHI TRITON DUAL CAB FOR CDO PLUS 12 MONTHS LICENSE	-30207.95		
EFT9653	30/07/2014	KENDLE CONSTRUCTIONS	CONCRETE WORKS FOR GRIDS CONSTRUCTION, BOARDWALK AND ROAD CONSTRUCTION	-25882.68		
EFT9654	30/07/2014	KILLARA STATION CO.	FENCING WORKS KIDZONE	-12974.77		
EFT9655	30/07/2014	LYON, NORMAN	MEMBERS MEETING FEES ORDINARY MEETING JULY 2014	-200.00		
EFT9656	30/07/2014	MARK SMITH PTY LTD	REPAIRS TO LEAK AT THE SHIRE OFFICE LADIES TOILET	-263.18		
EFT9657	30/07/2014	MEEKATHARRA PREMIX	BATCH AND DELIVER CONCRETE FOR CONSTRUCTION OF GRIDS, BOARDWALK AND ROAD WORKS	-4768.50		
EFT9658	30/07/2014	MIDWEST FIRE PROTECTION SERVICES - DELTAZONE NOM PTY	HALF YEARLY SERVICE OF FIRE EQUIPMENT AT PICTURE GARDENS	-488.80		
EFT9659	30/07/2014	OZOWNED SUPPLIES & SERVICES	CARPET CLEANING - LIBRARY, OFFICE, VARIOUS HOUSES	-889.50		
EFT9660	30/07/2014	P & R CONTRACTORS	SUPPLY AND INSTALLATION OF RETIC AT THE KIDZONE	-3500.00		
EFT9661	30/07/2014	PROMOTIONS ONLY	PROMOTIONAL MATERIAL FESTIVAL	-239.80		
EFT9662	30/07/2014	SADLEIRS-NEXUS LOGISTICS	VARIOUS FREIGHT CHARGES	-1327.93		
EFT9663	30/07/2014	SKIPPERS AVIATION PTY LTD	FLIGHTS TO WALGA CONFERENCE - CR TRENFIELD	-632.00		
EFT9664	30/07/2014	SQUIRE PATTON BOGGS (AU)	LEGAL ADVICE ON VARIOUS NATIVE TITLE CLAIMS	-7100.50		
EFT9665	30/07/2014	STAPLES AUSTRALIA PTY LIMITED	BACKORDER OF ADMIN STATIONERY SUPPLIES	-68.48		
EFT9666	30/07/2014	SUNNY SIGN COMPANY PTY LTD	SIGN FOR KIDZONE WITH SPONSOR LOGOS	-471.86		
EFT9667	30/07/2014	TRENFIELD, NORMAN	MEMBERS MEETING FEES ORDINARY & HBTP MEETING JULY 2014	-400.00		
EFT9668	30/07/2014	TRISSET BOSS PTY LTD	CREDITORS CHEQUES NUMBERED 25001-26000 WITH AGREED CHANGES	-891.00		
EFT9669	30/07/2014	WEST AUSTRALIAN FOOTBALL COMMISSION INC	2014 AUSKICK PACKS X 40	-1920.00		
EFT9670	30/07/2014	YULELLA BUILDING AND CONSTRUCTION	DEAD LOCKS FOR SPORT EQUIPMENT DOOR AT COMPLEX	-75.90		

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Accounts Due and Payed under Delegated Authority and Submitted to Council on the
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Chq/EFT	Date	Creditor	Description	MUNICIPAL	AIR BP	TRUST
EFT9671	30/07/2014	HICKS, BELINDA AND DAVID	REIMBURSEMENT FOR PURCHASE OF CYCLING SPARE PARTS	-199.63		
24962	11/07/2014	STORM CO. SEVENTH DAY ADVENTIST CHURCH	ANNUAL DONATION TO STORM-CO	-1000.00		
24963	15/07/2014	CLASSIC MINERALS LTD	Rates refund for assessment A6935 E51/1485 as requested by owner	-108.38		
24964	15/07/2014	HORIZON POWER	ELECTRICITY CHARGES VARIOUS PROPERTIES	-6356.40		
24965	15/07/2014	INDEPENDENCE NEWSEARCH PTY LTD	Rates refund for assessment A7212 E52/2864 as requested by owner	-1888.81		
24966	15/07/2014	LODESTAR MINERALS LIMITED	Rates refund for assessment A6468 E52/2403 as requested by owner	-418.82		
24967	15/07/2014	MONTEZUMA MINING COMPANY LTD	Rates refund for assessment A6995 E52/2759 as requested by owner	-351.29		
24968	15/07/2014	SHIRE OF MEEKATHARRA	TRANSFER OF FORFEITED GYM AND LIBRARY BONDS FROM TRUST TO MUNI ACCOUNT	-1019.31		
24969	15/07/2014	TALISMAN A PTY LTD	Rates refund for assessment A6808 E52/2661 as requested by owner	-1087.13		
24970	15/07/2014	TELSTRA CORPORATION LIMITED	MOBILE TELEPHONE CHARGES JUNE 2014	-254.35		
24971	15/07/2014	WARWICK RESOURCES LTD	Rates refund for assessment A6142 E52/2132 as requested by owner	-45.21		
24972	15/07/2014	WATER CORPORATION	WATER CHARGES 8/4/14 TO 10/6/14 VARIOUS PROPERTIES	-367.54		
24973	15/07/2014	WESTNET PTY LTD	INTERNET JUNE AND JULY 2014	-439.60		
24974	30/07/2014	HORIZON POWER	ELECTRICITY CHARGES 16 APRIL TO 16 JUNE 2014 VARIOUS PROPERTIES	-5401.06		
24976	30/07/2014	NICHOLS H.J.	MEMBERS MEETING FEES ORDINARY & HBTP MEETING JULY 2014	-300.00		
24977	30/07/2014	PETER SHANE CLANCY	MEMBERS MEETING FEES ORDINARY & HBTP MEETING JULY 2014	-300.00		
24978	30/07/2014	PIVOTEL SATELLITE PTY LTD - GLOBAL STAR	SATELLITE PHONE CHARGES JULY 2014	-582.40		
24979	30/07/2014	VETERANS LEGION OF AUSTRALIA	ACCOMMODATION FOR MURDOCH UNIVERSITY 13-14 JULY 9 PAX FOR DOG STERILISATION PROGRAM	-800.00		
24980	30/07/2014	WESTNET PTY LTD	MONTHLY CHARGE 01/08/14 - 01/09/14	-219.80		
24981	30/07/2014	LONGMUIR TRANSPORT SERVICES PTY LTD	4 X TRAILERS OF TYRE RECYCLING	-9900.00		
				MUNICIPAL ACCOUNT	-\$ 985,209.17	
				AIR BP ACCOUNT	\$ -	
				TRUST ACCOUNT	\$ -	
					<u>-\$ 985,209.17</u>	


THIS SCHEDULE OF ACCOUNTS PAID UNDER DELEGATED AUTHORITY COVERS:


TOTALLING \$985,209.17 AND WAS SUBMITTED TO EACH MEMBER OF COUNCIL ON THE 16/08/2014 AND WHICH HAVE BEEN DULY CERTIFIED AS TO THE RECEIPT OF GOODS AND THE RETENTION OF SERVICES AS TO THE COSTING AND ARE AMOUNTS PAID.

ROY McCLYMONT
CHIEF EXECUTIVE OFFICER

9.3 ADMINISTRATION

Title/Subject:	AIR BP REPRESENTATIVES AGREEMENT
Agenda/Minute Number:	9.3.1
Applicant:	Nil
File Ref:	Lease File
Disclosure of Interest:	Nil
Date of Report:	6 July 2014
Author:	Geoffrey Carberry Community and Development Services Manager
Senior Officer:	Roy McClymont Chief Executive Officer


Signature of Author


Signature Senior Officer

Summary/Matter for Consideration:

This item is advise Council on the renewal of the Air BP Refueling agreement

Attachments:

Proposed Agreement

Background:

The last agreement expired in June 2012

At the April 2013 meeting of Council it was resolved

“That Council

- 1. Authorises the CEO to commence negotiations at \$100,000 with AirBP to renew the Airfield Representative Agreement for another 3 years with the same terms and conditions as currently stated under the Agreement.”*

These negotiations stalled in part due to a change of staff and partly due to Air BP not being satisfied with a couple of situations that occurred at the Airport. These situations have since been addressed.

Comment:

Air BP have now offered the attached agreement with a rate of \$100,000 per annum being payable effective as 1 August 2014.

The only variance to the contract is that the term and ongoing payment will be subject to a review of refuelling hours upon completion of the installation of a Jet A1 self-serve facility later this year. This installation should result in all above wing refuelling being carried out by aircraft operators and not the agents.

Consultation:

M Trenfield – Airport Manager
R McClymont - CEO

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

The increase was not forecast in the adopted budget therefore it will have a positive effect on the budget.

Strategic Implications:

Nil

Voting Requirements

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr HJ Nichols
Seconded: Cr PS Clancy

That Council:

- 1. Approves the Interim Air BP Representatives Agreement as offered.**
- 2. Approves the Chief Executive Officer signing the agreement on Councils behalf.**

CARRIED 4/0

AIR BP

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

AND

THE AIRFIELD REPRESENTATIVE

**AIRFIELD REPRESENTATIVE'S
INTERIM AGREEMENT
LOCATION: MEEKATHARRA AIRPORT**

AIRFIELD REPRESENTATIVE'S AGREEMENT

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

BETWEEN:

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

AND:

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

INTRODUCTION

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

DEFINITIONS AND INTERPRETATION

Definitions

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

"Agreement" means this agreement.

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

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

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

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

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

"BP Customers" means authorised holders of Air BP Cards or goods orders issued or accepted by BP; or other persons BP advises AR from time to time to be customers.

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

"BP's Intellectual Property" means the Trademarks and any copyright, know-how or trade secrets (whether written or unwritten), slogans, patents and other

intellectual and industrial property rights of all kinds now or in the future belonging to or under the control of BP and used in Air BP's Business.

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

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

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

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

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

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

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

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

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

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

"Services" includes all those obligations of AR set out in **clause 8** of this Agreement.

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

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

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

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

Interpretation

Unless the context requires otherwise; words importing the singular shall be deemed to include the plural and vice versa, words importing one gender shall include the others, references to persons shall include partnerships and all recognised forms of legal entities.

APPOINTMENT OF REPRESENTATIVE

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

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

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

2.2 AR is not BP’s legal “agent” (except as set out in **clause 13**) but rather carries on an independent business on its own account. The Air BP Business conducted by AR under the terms of this Agreement may form the whole or part only of AR’s separate independent business activities.

TERM AND HOLDING OVER

3.1 Subject to **clause 3.2** below, this Agreement will commence on the date of this Agreement and will continue for the Term, unless terminated earlier in accordance with this Agreement.

3.2 If at the end of the Term the parties have not entered into a new agreement and AR continues to carry on Air BP Business with the consent of BP, this Agreement will continue until terminated by either party giving to the other not less than 30 days’ written notice to that effect. During any holding over, all the terms and conditions of this Agreement continue to bind the parties.

EARLY TERMINATION

BP may terminate this Agreement;

immediately by giving AR written notice if:

BP considers on reasonable grounds that AR has committed a material breach of this Agreement (however if BP considers such breach

does not pose an immediate danger to persons or property and is capable of being rectified BP may allow AR 2 days to rectify the breach);

BP considers on reasonable grounds that AR has or is about to:

- 1) damage the reputation of BP or any other entity related to or associated with BP, or
- 2) fail to comply with any safety or quality assurance procedure or requirement set out in the Manuals or the Policies and Procedures;

any lease or licence at the Airport facilitating the operation of the Air BP Business is terminated or not renewed, for any cause whatsoever; or

an Event of Insolvency in respect of AR occurs;

there is, without BP's prior written consent (which shall not be unreasonably withheld), a change in control or in the directors partners or trustees (as applicable) of AR or of any entity or person which (directly or indirectly) owns or operates the AR business;

by giving AR 30 days written notice if:

AR commits repeated or continued breaches of its obligations under this Agreement;

AR fails to pay any sum due by it to BP under the terms and at the time and in the manner specified by this Agreement or other Agreement between AR and BP, and such default is not remedied within a period of 7 days after BP gives notice of that default to AR; or

if BP reasonably considers that AR fails to meet Performance Criteria.

- 4.2 Either party may at any time terminate this Agreement by giving the other party 90 days written notice. The Agreement shall then terminate at the expiration of 90 days from the date upon which the termination notice is received by the party to whom that notice is addressed.
- 4.3 Immediately upon the expiry or earlier termination of this Agreement, AR shall cease to use the BP's Depot and BP's Equipment and shall deliver into BP's possession (in good and tidy order and condition) the BP's Depot and BP's Equipment (including but not limited to BP's Intellectual Property which is in a material form), any stock of BP Product and all BP operational or transactional records.
- 4.4 If, despite expiry of this Agreement, BP permits AR to remain in occupation of BP's Depot then AR shall remain BP's representative on a weekly basis, subject to the same conditions on the part of AR as herein contained in this Agreement and BP shall have the absolute right to terminate AR's said right by giving AR not less than one week's notice in writing to that effect.

LICENCE

BP grants to AR during the continuation of this Agreement a licence to enter upon BP's Depot and to use BP's Equipment for the sole purpose of AR carrying out its duties under the terms of this Agreement.

The rights conferred on AR in this Agreement shall not create any property interest whatsoever in or about BP's Depot or BP's Equipment. The rights of AR shall be those of a licensee only.

The licence conferred on AR does not provide for rights of exclusive occupation or possession and BP may at any time exercise all of its rights as owner or lessee (as the case may be) except that BP shall not prevent AR from performing its normal operations.

5.4 If AR has been carrying on the Air BP Business from premises in which BP does not have any interest, AR irrevocably agrees and shall ensure that following expiry or termination of this Agreement BP may at any time during normal business hours enter onto those premises and remove any property thereon in which BP has an interest (including BP Product and BP's Equipment).

COMPLIANCE WITH ALL LAWS, AND BP'S MANUAL

AR shall operate BP's Depot, BP's Equipment and handle BP Products strictly in accordance and compliance with BP's Manual's and all legislation, regulations, by-laws rules, lawful orders and directions given by any relevant authority.

AR shall observe BP's reasonable instructions and directions for the operation and maintenance of BP's Depot and BP's Equipment and handling BP Product.

AR shall not carry out any maintenance or repairs on BP's Depot or BP's Equipment without the consent of BP and shall notify BP immediately upon becoming aware of any defect in the condition or state of repair of BP's Depot or BP's Equipment.

USE OF EQUIPMENT

AR shall not use BP's Equipment or BP's Depot for the storage and/or dispensing of petroleum products other than BP Products, except as may be consented to in writing by BP or set out in a Schedule.

AR shall not use any other equipment for the storage and/or dispensing of BP Products, except as may be consented to in writing by BP or set out in a Schedule.

AR shall not hinder or impede access to BP's Depot by any other person authorised in writing by BP to have access to carry out or perform such work as BP may from time to time require. BP shall use reasonable endeavours to ensure that such access and work shall not unduly interfere with AR's duty to provide the Services.

If any person obtains access to BP's Depot without the express authority of BP, BP will make good any physical damage incurred subject to AR having undertaken all reasonable precautions to prevent incident. BP will not cover any consequential loss of the AR. Should AR have failed to take all reasonable precautions AR shall make good any damage at their cost.

AR must comply with the following provisions when using BP's Depot or BP's Equipment:

AR shall at all times use BP's Depot and BP's Equipment and perform the Services strictly in accordance with the BP's Manuals, quality control regulations and operating instructions advised to it by BP and otherwise as specifically directed by BP and shall not in any way charge or encumber Air BP's Depot or Equipment;

BP or its agents or contractors shall have the right at all reasonable times to enter BP's Depot (or any other place from which AR conducts the Air BP Business or places equipment used in that business) and to inspect such place, such equipment and all operations carried out by AR under this Agreement in order to ensure compliance by AR with the regulations, directions and instructions referred to in **clause 7.5(a)** and generally to ensure AR is complying with its obligations under this Agreement.

The cost of maintaining and repairing BP's Depot and BP's Equipment shall be borne by the parties as set out in **Schedule 4**, except for any costs caused or incurred directly or indirectly by the negligence or wilful misconduct of AR, its employees or invitees which costs shall be the sole responsibility of AR.

No property or any of BP's Equipment shall pass to the AR and on the expiration or sooner determination of this Agreement, BP and its representatives may enter any premises where the same may be or be supposed to be and remove and retake possession of BP's Equipment.

AR must not move any of BP's Equipment "off air field" without BP's prior written consent.

PROVISION OF SERVICES - AR'S RESPONSIBILITIES

Without limitation, AR shall:

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

the purchase in the same manner as it would record a delivery of BP Products to a BP Customer:

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

HSSE, STANDARDS AND PUBLIC IMAGE

AR shall ensure that it provides the Services in a manner consistent with the good reputation of BP and to the highest standards of service safety and environmental safety at all times.

AR agrees to operate BP's Depot, BP's Equipment, and AR's business operations in a manner and to a standard that reflects favourably at all times on BP and shall avoid any course of conduct that is or might be detrimental to BP or the public image of BP, or to any of BP's Intellectual Property.

AR acknowledges that it, and its employees and contractors are operating in an environment that contains highly flammable and volatile substances and that the health and safety, of employees, contractors and third parties must come before other operational and commercial considerations.

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

a) **Regulatory Requirements**

All States and Territories have Acts and Regulations controlling health and safety at work, the storage and handling of dangerous goods, and protection of the environment (“**Regulatory requirements**”). AR must comply with all Regulator requirements and ensure AR and AR’s employees are aware of and comply with relevant occupational health and safety laws.

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

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

(c) **Failure to Comply**

Failure to comply with the requirements of this **clause 9.4** could lead to termination of this Agreement under **clause 4**. In the case of breaches of protective devices and critical safety of fuel quality related procedures including those surrounding misfuelling and cross over prevention termination of this Agreement may be immediate.

REMUNERATION, OPERATIONAL COSTS AND GST

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

- (a) abolished;
- (b) increased;
- (c) reduced;
- (d) introduced,

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

10.7 An amount payable by a party under this Agreement, in respect of a supply by the other party which is a taxable supply under the GST Law, (unless expressed to include GST), represents the GST exclusive value of the supply and the recipient of the supply must, in addition, pay to the supplier the GST payable in respect of the supply.

10.8 A party's obligation under **clause 10.7** to pay the GST on a taxable supply to it of goods and/or services by the other party arises on the delivery by the supplier of a Tax Invoice for the supply. The Tax Invoice must comply with the requirements of the GST Law including the provision of the supplier's Australian Business Number.

10.9 If permitted by the GST Law the parties agree that:

- (a) BP may issue a Recipient Created Tax Invoice to itself in respect of a taxable supply under the GST Law of goods and/or services by AR to BP;
 - (b) the Recipient Created Tax Invoice will satisfy AR's obligations under **clause 10.7**;
 - (c) AR authorises BP to issue a Recipient Created Tax Invoice to itself in accordance with this clause;
 - (d) AR will not itself issue a Tax Invoice in respect of a supply for which a Recipient Created Tax Invoice has been issued;
 - (e) AR acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify BP if it ceases to be registered;
 - (f) BP acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify AR if it ceases to be registered.
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PROTECTION OF BP'S INTELLECTUAL PROPERTY

Confidentiality

AR agrees that it shall only use or cause information communicated to it or developed by it relating to the Air BP Business to be used for the purposes of this Agreement and that it shall not, except as hereinafter provided, in any way or manner make known, divulge or communicate or allow to be made known, divulged or communicated any information relating to the Air BP Business in any way or manner whatsoever. The parties agree that this obligation shall survive the termination or expiry of this Agreement.

Disclosure of Information

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

Acknowledgment and Agreement

AR hereby acknowledges and agrees that:

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

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

Protection of Intellectual Property

AR shall upon the request of BP, and at BP's cost, do all such acts and things and enter into such deeds and documents as shall be reasonably necessary for the protection of the Air BP Business or any of BP's Intellectual Property including without limitation, entering into a registered user agreement in such form as BP shall require permitting AR to use any of the BP's Intellectual Property. AR shall only use the BP's Intellectual Property in accordance with directions given by BP, in connection with the Air BP Business or in relation to products or services which have been supplied to AR by BP.

Protection of BP's Name

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

BP's Title

AR recognises BP's title to BP's Intellectual Property and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of BP in respect of BP's Intellectual Property. AR acknowledges that it has not and shall not acquire and shall not claim title to BP's Intellectual Property.

No Use of Similar Marks

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

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

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

Infringement

In the event that any infringement of the rights of BP in any of BP's Intellectual Property comes to the notice of AR during the term of this Agreement, AR shall promptly notify BP in writing and if requested by BP shall take such steps as BP may deem necessary with respect to the infringement or otherwise for the protection of BP's rights.

Third Party Rights

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

BP CUSTOMER LISTS

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

NO PARTNERSHIP

- 13.1 Nothing contained in this Agreement shall create a relationship of partnership or employment. No employee or agent of AR shall be or be deemed to be an employee of BP. AR shall not have any right or authority to bind BP in any way except as expressly authorised by BP in writing (either pursuant to this Agreement or elsewhere).
 - 13.2 Notwithstanding any other provision of this Agreement, AR agrees that it is not and shall not claim to represent or be deemed to be the agent of BP except for the limited purpose of the sale, handling, storage or distribution of aviation petroleum products as required for Air BP sales to Air BP customers. . In all other respects, AR carries out the Air BP Business as an independent contractor engaged in its own business.
 - 13.3 AR shall not make or cause to be made any statement or declaration or do anything which may prejudice BP's ability to prosecute or defend any claim brought on behalf of or made against AR or BP by any party or person arising out of or in connection with the carrying out of AR's duties under the terms of this Agreement.
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INSURANCE

- 14.1 Notwithstanding any prior representations understandings or agreements (if any) relating to the provision by BP of insurance coverage, or assistance of facilitation in relation thereto, the only obligations responsibility and liability of BP in respect of insurance are those which are set out in this **clause 14** (or in **Schedule 5**), and AR shall assert no others unless set out in writing signed by the parties subsequent to the date of this Agreement.
- 14.2 In no case shall AR obtain any benefit stemming from an insurance policy of BP's which is not available to BP under that policy. The extent of coverage made available to AR (if any) under this Agreement is, at most, back to back with or no more extensive than that available to BP itself under the relevant policy.
- 14.3 This **clause 14** shall be implied into any subsequent written agreement between the parties with respect to insurance (if any) unless this **clause 14.3** is expressly referred to and negated in such subsequent written agreement.

FORCE MAJEURE

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

a shortage of supplies of petroleum products or BP Products due to a cessation of, reduction in or interference with the availability of transportation from any of BP's sources of supply of crude petroleum or aviation fuels wherever situated;

a strike, boycott or industrial action or dispute;

an action in compliance with any Act, regulation, ordinance, by-law or permit, or with any lawful direction, order or request of any responsible authority or court;
or

any computer program or computer processor failure; or

any other cause whatsoever reasonably beyond the control of BP.

If due to any cause referred to in **clause 15.1**, BP's stocks of BP Products from which AR is usually supplied are at any time insufficient to meet all requirements for the particular BP Product, then during the period of insufficiency of stock BP shall be entitled to withhold, reduce or suspend any deliveries of BP Products to AR to the extent BP in its discretion considers necessary and BP shall not be bound to acquire additional quantities of the BP Product concerned from other suppliers or from other BP's facilities or depots.

ASSIGNMENT

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

WAIVER

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

NOTICES

Any notices to be served upon AR shall be sufficiently served on AR if sent to AR by facsimile or if delivered or posted to AR's last known place of business or abode. A notice sent by post shall be deemed to be given on the third Air BP Business Day after posting. A notice served by facsimile shall be deemed to be given when BP's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number.

INTEREST AND SET-OFF

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

ENTIRE AGREEMENT

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

GOODWILL

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

IN WITNESS WHEREOF the parties have executed this Agreement.

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

)
)
Mark Stephens – Network Operations Manager - WA

in the presence of:

..... Witness

..... Name of Witness (print)

SIGNED for and on behalf
the **Airfield Representative**
by its duly authorised officer

)
)

in the presence of:

..... Witness

..... Name of Witness (print)

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

SCHEDULE 1

<p>1. Airfield Representative:</p> <p><i>Insert company name, ABN and address</i></p>	<p>Shire of Meekatharra</p> <p>Cnr Main Street and Savage Street</p> <p>MEEKATHARRA WA 6642</p> <p>ABN: 12 467 571 602</p>
<p>2. Date of this Agreement:</p>	<p>1st August 2014</p>
<p>3. Term of this Agreement:</p>	<p>Non Specified – to be reviewed on completion of self-serve JetA-1 overwing bowser</p>
<p>4. Airport:</p>	<p>Meekatharra Airport</p>
<p>5. Manuals:</p>	<p>Air BP Airfield Representative Administration Guide</p> <p>Air BP Small Integrated Fuelling Operation Manual (SIFO)</p> <p>SIFO Records Manuals</p> <p>Emergency Procedures Manual</p> <p>HSSE Policies manual (issued as Technical Bulletin)</p>
<p>6. Normal Hours of Operation:</p>	<p>Monday to Friday 7:00am to 5:00pm</p>
<p>7. Call Out Response Time:</p>	<p>20 mins hour after normal hours of operation</p>

SCHEDULE 2**REMUNERATION****1. REMUNERATION**

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

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

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

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

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

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

1.3 Fixed Sum Payment(s):

a) The sum of in **advance** being a fixed sum for airfield representative duties.

2. **OTHER BENEFITS** (if applicable)

3. **CALL OUT SERVICES** (if applicable)

SCHEDULE 3
BP'S EQUIPMENT: APPROVED EQUIPMENT

1. EQUIPMENT FOR THE STORAGE OR HANDLING OF AVIATION PRODUCTS

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

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

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

2. OFFICE OR ANCILLARY EQUIPMENT

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

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

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

NOTE: Items can be generically listed for simplicity.

SCHEDULE 4
APPORTIONMENT OF DEPOT AND EQUIPMENT COSTS AND EXPENSES
Clause 7.5

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

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

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

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

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

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

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

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

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

Note: such computer and internet costs will result from AR's obligations under **clause 8(m)**.

SCHEDULE 5

BP'S INSURANCE AND AR

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

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

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

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

1. Air BP Global Insurance Policy: Policy Reference No. C14/BPET/00010

- A copy of the policy as at the time of the commencement of this Agreement is attached in Schedule 5.
- As set out in Clause 13.2 of AR Agreement, AR acts as an agent for BP for the purpose of the sale, handling, storage or distribution of aviation petroleum products as required for Air BP sales to Air BP customers.
- Subject to the terms of the policy, AR acting as an agent for Air BP is an insured party under this policy.

2. Air BP Australia Insurance Policy on behalf of AR: Policy Reference No. Air BP 2014/0001

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

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

To: **All Air BP Airfield Representatives**

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

Re: PUBLIC LIABILITY INSURANCE

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

The **Global Air BP Policy: Reference No. C14/BPET/00010**

The **Australian Air BP AR Policy: Reference No. Air BP 2014/0001**

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

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

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

The aviation liability insurance policies available are:

AIR BP'S GLOBAL POLICY:

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

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

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

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

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

AUSTRALIAN AIRFIELD REPRESENTATIVE (AR) POLICY:

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

This policy has a USD 50 million limit.

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

Key Policy conditions are:

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

OTHER IMPORTANT POINTS

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

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

NO INSURANCE COVERAGE

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

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

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

Geoff Dunne
Air BP Commercial Operations Manager, Aust
Ph: (03) 9268 3842
"Dunnegm@bp.com"

CERTIFICATE OF INSURANCE



Marsh Ltd
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(Registered Office)
Registered in England and Wales No. 1507274
+44 (0)20 7357 1000 Fax +44 (0)20 7929 2705
www.marsh.com

1st May, 2014

Reference No. C14/BPET/00010

TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of BP p.l.c. and/or Associated and/or Affiliated and/or Subsidiary Companies as in existence or hereafter created or acquired, jointly and severally for their respective rights and interests (hereinafter called the "Insured")

Covering the Insured's legal liability arising out of, incidental to or in connection with the aviation operations of the Insured involving the sale, handling, storage or distribution of aviation products, including refuelling and/or defuelling and/or lubrication or other servicing of aircraft, technical advice and inspections services, and including the use of vehicles at any airport (but excluding liability arising under any road traffic legislation) up to a combined single limit (bodily injury/property damage) of USD 1,000,000,000 any one occurrence but in the annual aggregate in respect of products liability. The above mentioned coverage is subject to the War Hi-jacking and other Perils Exclusion clause (Aviation) AVN 48B.

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

Geographical Limits: Unrestricted.

Including the operations of the Insured in Australia.

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

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Nos. AB003114 and AB057814, which are effective for the period from 1st May, 2014 to 30th April, 2015, both days inclusive, Greenwich Mean Time.

Reference No. C14/BPET/00010



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

This certificate is issued as a matter of information only and confers no right upon the certificate recipient other than those provided by the policy. We express no view and assume no liability with respect to the solvency or future ability to pay of any of the (re)insurance companies which have issued the (re)insurance(s). This certificate is given on the condition that the certificate recipient forever waives any liability against us based upon the placement of the (re)insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud. This certificate shall be governed by and shall be construed in accordance with English Law.

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

Authorised Signatory

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

CERTIFICATE OF INSURANCE



Marsh Pty Ltd
ABN 86 004 651 512
123 Eagle Street
Brisbane QLD 4000
Australia
+61 73115 4626 Fax +61 73115 4500
www.marsh.com.au

Reference No. Air BP 2014/0001

TO WHOM IT MAY CONCERN

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

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

LEGAL LIABILITIES to third parties arising out of or in the connection of refuelling, defueling and lubrication of Aircraft, including Hangarkeepers exposure for a Combined Single Limit (bodily injury, property damage) of USD 50,000,000 any one occurrence and in the annual aggregate, including damage to third party Aircraft by the Insured's refuelling vehicles and/or refuelling facilities, each aggregate limit shall apply separately to each Airfield representative.

Subject to:-

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

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

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy 990002692AVT, which is effective for the period 12 months from 00.01a.m. 30th April 2014 to 00.00pm 29th April 2015 both days inclusive at the address of the Insured.

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

Authorised Signatory

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

Marsh Ltd is authorised and regulated by the Financial Services Authority.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices". This may be viewed on our website <http://www.marsh.co.uk/aboutmarsh/principles.html>

Marsh & McLennan Companies

SCHEDULE 6

POLICIES AND PROCEDURES SUMMARY

1. Introduction

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

1.2 Smoking

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

1.3 Mobile Phones

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

1.4 Drugs and Alcohol

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

1.5 Personal Protective Equipment (PPE)

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

- a) Neck to toe clothing is required at all times when engaged on Air BP activities.
 - b) Safety Boots are required at all times when engaged on Air BP activities.
 - c) Hearing Protection is required when operating in noisy environments such as in the vicinity of aircraft with engines or APU's running.
 - d) Gloves must be worn when performing tasks or activities where contact with fuel products is possible or hazardous chemicals or temperature extremes.
 - e) High visibility vests must be worn at all times in the depot yard and on Airport operational areas.
-

- f) Protective goggles or glasses must be worn when performing tasks or activities where contact with fuels products is possible, or hazardous chemicals. At all times within the depot area of refueling operation, safety eyewear is required.

1.6 Protective Devices

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

1.7 Misfuelling and Crossovers

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

1.8 Driving

AR shall ensure that:

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

1.9 Environment

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

1.10 Training

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

workshops, on Airport training and external training courses identified by Air BP as required to ensure AR and AR employees are fully competent to complete all work activities.

1.11 Work Permits

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

1.12 Site Safety Regulations & Emergency Procedures

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

1.13 Control of Work

Air BP has a detailed standard for the control of all routine and no routine operational and maintenance work. Key aspects of this standard are use of Air BP permitting systems, Lock out tag out procedures, hazard identification, risk assessment, job task analysis and management of contractors. AR is expected to ensure compliance of AR and AR employees to this standard and to comply with the requirements of the standard as they apply to AR's where BP contractors are performing work on BP assets of at Airport sites.

PART 2: ON SITE SAFETY

2.1 Emergency Procedures

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

2.2 Emergency Situation

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

2.3 Incident Reporting

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

2.4 HSE Programs

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

PART 3: HAZARDS

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

Potential hazards could include:

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

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

Walk, do not run and ensure priority is given to safe completion of the tasks.

Never indulge in horseplay or inappropriate behavior.

Perform all tasks safely and request guidance or training when uncertain.

3.1 Hazardous Area and Ignition Sources

Each Airport depot has designated areas that are classified as hazardous zones.

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

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

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

3.2 Product and Chemicals - Safety

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

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

3.3 Slips, trips and falls

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

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

3.4 Manual Handling and Lifting

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

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

SCHEDULE 7

SPECIAL CONDITIONS

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

Details of Special Conditions:

The workload associated with this agreement is to be reviewed on completion of the planned self-serve JetA-1 overwing bowser installation later in 2014. The current remuneration will be adjusted to reflect the reduced workload and a new agreement will be established.


END OF AGREEMENT


9.4 COMMUNITY DEVELOPMENT

No agenda items

9.5 HEALTH, BUILDING AND TOWN PLANNING

Title/Subject:	AIRPORT APRON & TAXIWAY IMPROVEMENTS
Agenda/Minute Number:	9.5.1
Applicant:	Nil
File Ref:	ADM 0085
Disclosure of Interest:	Nil
Date of Report:	8 August 2014
Author:	Geoffrey Carberry Community and Development Services Manager
Senior Officer:	Roy McClymont Chief Executive Officer


Signature of Author


Signature Senior Officer

Summary/Matter for Consideration:

This item is to present to Council for final approval planned apron and taxiway improvements.

Attachments:

Airport Plan

Background:

Council previously resolved in 2012 to have a consultant prepare plans for improved aircraft parking and movement.

Funds were allocated in the 2013/2014 budget for the following items:

5104 - Alterations to apron and parking area	\$183,000
--	-----------

Aerodrome Management Services provided draft plans to allow for the maximum size aircraft current allowed to use the runway.

These works were delayed due to the resolution to donate and relocated the St Barbara's hangar to the Royal Flying Doctor Service.

The relocation has now been completed allowing the works to continue.

As part of the 2014/2015 budget considerations Council approved the following allocation:

5104 - Alterations to apron and parking area	\$183,000
5104 - Light aircraft parking area bituminise & painting	\$ 50,000

Comment:

During consultation with the consultant (AMS) it was stated that if the Shire was to carry out the proposed construction then no further drawings would be required. AMS would verify construction techniques and compaction rates.

The works can be split into three areas

- 1) Sealing of the Light Aircraft Parking area, making the area more usable and less likely to cause damage to aircraft propellers
- 2) Extending and redirecting the RFDS taxiway to allow direct access to the main taxiway/runway holding point. This will allow unhindered access at all times and free up the current taxiway for improving the main aircraft parking area.
- 3) Increasing the main aircraft parking area to include the St Barbs hangar area - increasing this area will allow for improved and safer aircraft movements and the parking of planes on lay overs thus freeing up the current bay 1 and bay 2 for normal operations and refuelling. Currently planes on lay overs have to be man handled to an area on the western edge of the apron area, restricting access to the light aircraft area and being a hazard to operations in Bay 1.

These works would be seen as ensuring the aerodrome continues to be a safe and high standard facility well into the future. No additional apron works will be required unless traffic levels were to dramatically increase.

Consultation:

M Trenfield – Airport Manager
Aerodrome Management Services
J Dyer – Works and Services Manager
R McClymont – Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

Nil

Budget/Financial Implications:

Funds have been allocated for these works in the adopted 2014/2015 budget

Strategic Implications:

Strategic Plan 2012-2022:

Voting Requirements

Absolute Majority

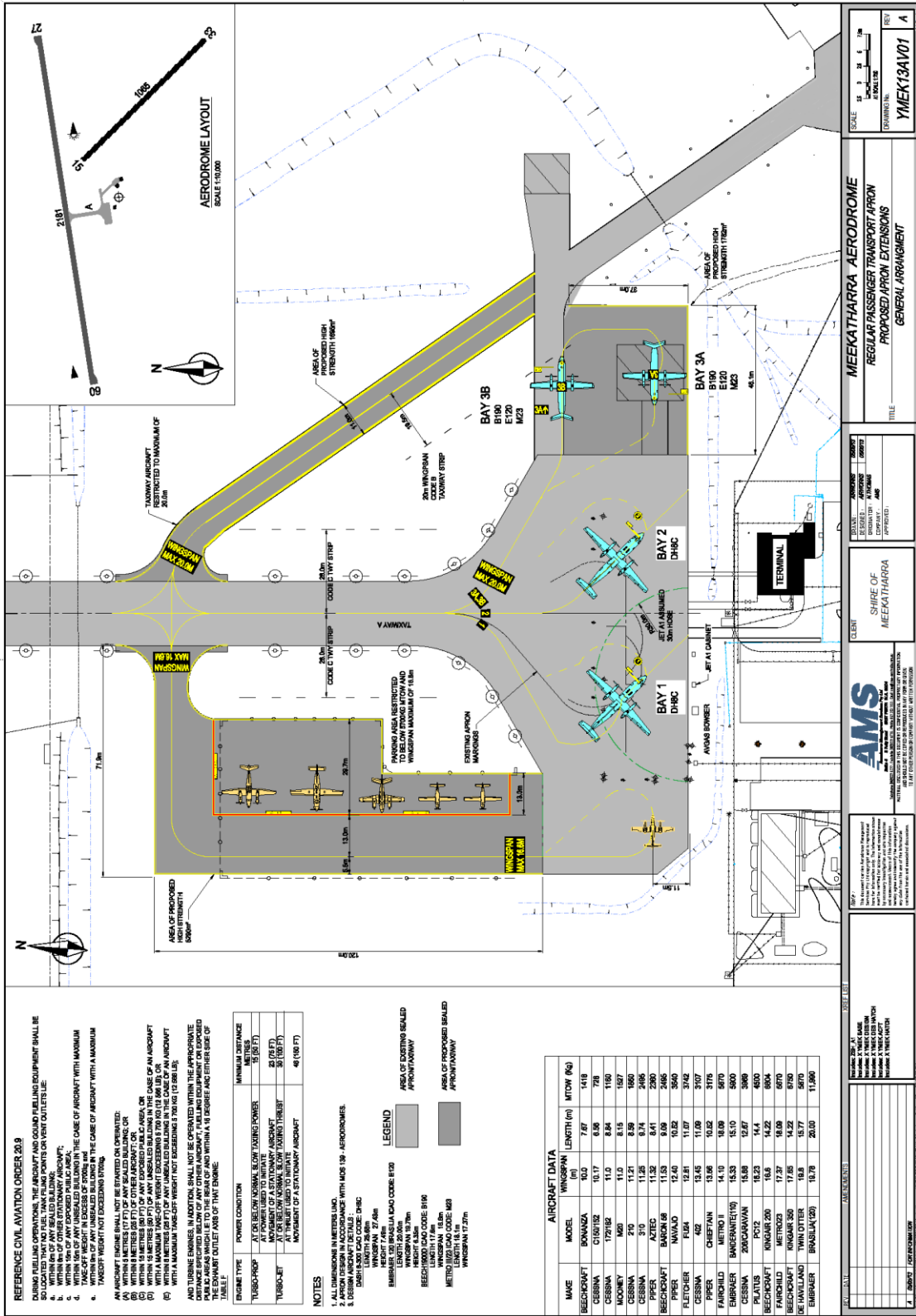
Officers Recommendation / Council Resolution:

Moved: Cr PS Clancy

Seconded: Cr NE Lyon

That Council approves the works to carryout improvements to the Meekatharra aerodrome main apron area, light aircraft parking area and RFDS taxiway in accordance to the attached plan.

**CARRIED 4/0
BY AN ABSOLUTE MAJORITY**



REFERENCE CIVIL AVIATION ORDER 263.9

1. ALL DIMENSIONS IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

2. ALL DIMENSIONS IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

3. DIMENSION AIRCRAFT DETAILS - DIMENSIONS IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

4. DIMENSION TAXIWAY - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

5. DIMENSION WINGSPAN - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

6. DIMENSION LENGTH - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

7. DIMENSION HEIGHT - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

8. DIMENSION CODE - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

9. DIMENSION WINGSPAN - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

10. DIMENSION LENGTH - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

11. DIMENSION HEIGHT - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

12. DIMENSION CODE - DIMENSION IN METRES UNLESS INDICATED OTHERWISE WITH METRES 100. AERODROME.

AIRCRAFT DATA

MAKE	MODEL	WINGSPAN (m)	LENGTH (m)	MTOW (kg)
BEACRAFT	BONANZA	10.0	7.67	1418
CESNA	C170/172	10.17	8.96	728
CESNA	172R/182	10.0	8.96	850
CESNA	170	11.0	8.15	1050
CESNA	210	11.21	8.99	1850
CESNA	310	11.25	8.74	2450
PIPER	AZTEC	11.32	6.41	2380
BEACRAFT	BARON 66	11.53	6.08	2485
PIPER	NAVJO	12.40	10.32	3540
PIPER	440	13.45	11.09	3197
PIPER	CHEFTAN	13.06	10.02	3176
Fairchild	METRO II	14.10	18.09	6570
Embraer	EMB-175	15.33	15.10	5800
CESNA	200CARAVAN	15.88	12.67	3869
PIATUS	PC12	18.23	14.4	4500
BEACRAFT	KINGAIR 200	18.9	14.22	6904
PIPER	PA-43	17.25	15.37	5570
BEACRAFT	KINGAIR 350	17.25	15.37	5570
BEACRAFT	TWIN OTTER	18.8	15.17	6570
Embraer	BRASILIA 190	18.78	20.00	11,600

DATE: 15/08/14
SCALE: 1:10,000
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
DESIGNED BY: YMEK13A1V01
REV: A

CUSTOMER: SHIRE OF MEEKATHARRA
PROJECT: MEEKATHARRA AERODROME
REGULAR PASSENGER TRANSPORT APRON
PROPOSED APRON EXTENSIONS
GENERAL ARRANGEMENT

CLIENT: [Redacted]

PROJECT: [Redacted]

CONTRACT NO: [Redacted]

PROJECT LOCATION: [Redacted]

PROJECT DESCRIPTION: [Redacted]

PROJECT STATUS: [Redacted]

PROJECT CONTACT: [Redacted]

PROJECT ADDRESS: [Redacted]

PROJECT PHONE: [Redacted]

PROJECT FAX: [Redacted]

PROJECT EMAIL: [Redacted]

PROJECT WEBSITE: [Redacted]

PROJECT SOCIAL MEDIA: [Redacted]

9.6 WORKS AND SERVICES

No agenda items

9.7 CONFIDENTIAL ITEMS

No agenda items

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

Nil

11 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12 CLOSURE OF MEETING

The Shire President, Cr NL Trenfield, declared the meeting closed at 11.06am.