

# **SHIRE OF CUBALLING**



**COUNCIL MEETING  
HELD ON 27 MARCH 2014**

# **MINUTES**

These minutes were confirmed at a meeting on.....

Signed.....  
Presiding Person at the meeting at which the minutes were confirmed

Date:.....

SHIRE OF CUBALLING

COUNCIL MEETING THURSDAY 27 MARCH 2014

MINUTES

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1. **OPENING - ANNOUNCEMENT OF VISITORS**

Meeting commenced at 4.00pm

2. **ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

Cr Mark Conley	President
Cr Roger Newman	Deputy President
Cr Tim Haslam	
Cr Scott Ballantyne	
Cr Eliza Dowling	
Cr Dawson Bradford	
Mrs Eva Haydon	Chief Executive Officer

3. **PUBLIC QUESTION TIME**

Nil

4. **STANDING ORDERS**

**COUNCIL DECISION**

That Standing Orders be suspended for the duration of the meeting to allow for greater debate on items.

Moved: Cr Newman

Seconded: Cr Dowling

*Carried 6/0*

5. **APPLICATIONS FOR LEAVE OF ABSENCE:**

6. **MINUTES**

**6.1 CONFIRMATION OF 20 FEBRUARY 2014 ORDINARY MEETING OF COUNCIL**

**COUNCIL DECISION**

That the minutes and confidential item 9.2.93 (as circulated) of the ordinary meeting of the Shire of Cuballing held in the Council Chambers on 20 February 2014 be confirmed.

Moved: Cr Ballantyne

Seconded: Cr Bradford

*Carried 6/0*

7. **PETITIONS, DEPUTATIONS, PRESENTATIONS & DECLARATIONS**

Nil

## **8. DISCLOSURES OF INTEREST**

Councillors' and Employees' Disclosures of Interest.

### **8.1 DISCLOSURE OF FINANCIAL INTEREST AND PROXIMITY INTEREST**

Members must disclose the nature of their interest in matters to be discussed at the meeting.

Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting.

### **8.2 DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY**

Members and staff must disclose their interest in matters to be discussed at the meeting in respect of which the Member or employee has given or will give advice.

## 9.1 REPORTS – FINANCE AND ADMINISTRATION

### 9.1.57 LIST OF ACCOUNTS SUBMITTED FOR COUNCIL APPROVAL AND PAYMENT – FEBRUARY 2014

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<b>Location/Address:</b>	Not applicable
<b>Date:</b>	13 March 2014
<b>Reporting Officer:</b>	Nichole Gould, Admin Officer
<b>Enabling Legislation:</b>	Local Government (Financial Management) Regulations 1996
<b>Council Policy:</b>	Register Delegated Authority
<b>Budget Implications:</b>	Nil
<b>File Reference:</b>	CMR 7
<b>Voting Requirements:</b>	Simple Majority

#### **Background**

Council is supplied with a list of payments for consideration.

#### **Comment**

A copy of the list of payments made from each of Council's bank accounts is attached to this item.

#### **COUNCIL DECISION:**

##### **That Council:**

Approve for payment the list of Creditors paid from the Municipal fund, as detailed below, totalling: \$336947.39

Electronic Fund Transfers/Chq: \$334810.34

Credit Card: \$2137.05

##### **Trust**

Electronic Funds Transfers \$28424.24

Moved: Cr Newman

Seconded: Cr Ballantyne

*Carried 6/0*

# List of Accounts Due and Submitted to Council

Date	Name	Description	Amount
03/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-62.50
13/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1179.25
14/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-261.40
17/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-287.25
18/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-679.15
20/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1170.00
21/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-159.20
24/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-4259.35
27/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-673.80
28/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-576.15
25/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-496.00
04/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-39.55
26/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-142.35
05/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-134.50
06/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-16292.35
07/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-557.05
07/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-0.24
10/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1187.10
11/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-126.80
12/02/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-90.25
27/02/2014	SUZANNE CROWLEY	REFUND OF KEY BOND FOR REC CENTRE	-50.00
		CHANGEROOM	
05/02/2014	LRA Civil Pty Ltd	Tanners Road Bridge culvert	-68909.50
11/02/2014	Source Machinery	purchase second hand ablation block for equestrian centre	-17600.00
13/02/2014	Air Liquide PTY LTD	rental cylinders	-102.60
13/02/2014	Air Response	repairs plant	-27.50
13/02/2014	BITUTEK	sealing various jobs	-12705.00
13/02/2014	BUILDERS REGISTRATION BOARD Building Commission	payment for January transactions	-61.00

13/02/2014 CORNER'S AUTOMOTIVE ELECTRICS	parts various plant	-979.00
13/02/2014 CUBY ROADHOUSE	milk, papers etc for January	-57.57
13/02/2014 Cutting Edges Equipment Parts	parts	-828.57
13/02/2014 Earl Street Surgery	Dr appointment - Luke Stone	-70.00
13/02/2014 FUJI XEROX	paper and photocopy charges	-726.07
13/02/2014 GREAT SOUTHERN FUEL SUPPLIES	fuel and oil	-20888.71
13/02/2014 Kelyn Training Services	Worksite Traffic Management Course - outside staff	-5477.60
13/02/2014 MAKIT NARROGIN HARDWARE	j168 - Depot Maintenance	-99.90
13/02/2014 McDougall Weldments	repairs to plant	-74.20
13/02/2014 Melchiorre Plumbing And Gas	Repair CEO toilet	-437.36
13/02/2014 NARROGIN BEARING SERVICES	parts various jobs/plant	-769.58
13/02/2014 NARROGIN TOYOTA	40 000 km service	-640.75
13/02/2014 Staples Australia Pty Ltd	archive boxes, post it notes and pens	-71.24
13/02/2014 TOLL IPEC (COURIER AUSTRALIA)	feight - and stationery	-9.38
13/02/2014 Traffic Management Plan Service	Traffic management	-1347.50
26/02/2014 Avon Waste	bins at Popo and Cuby tip	-1270.92
26/02/2014 BITUTEK	J410 RRG Narrogin Wandering Rd sealing	-8415.00
26/02/2014 BURGESS RAWSON (WA) PTY LTD	water war memorial	-205.35
26/02/2014 Cutting Edges Equipment Parts	grader blades	-1980.00
26/02/2014 Envirosafe Solutions	wetta soil for oval and skate park	-1208.68
26/02/2014 FARMWORKS RURALCO	J410 RRG Narrogin Wandering Rd - 2 droppers	-136.40
26/02/2014 Great Southern Street Frames	5 colourbond turb vents for town hall	-1196.50
26/02/2014 JR & A HERSEY P/L	protective clothing	-302.61
26/02/2014 Jason Signmakers	Lighting of fire signs at Yornaning Dam	-242.66
26/02/2014 LANDGATE	GRV interim vals and minimum valuations	-138.55
26/02/2014 NARROGIN AGRICULTURAL REPAIRS	PARTS	-89.00
26/02/2014 NARROGIN EARTHMOVING AND CONCRETE	Hiring of single side tipper and roller hire	-37108.50
26/02/2014 Narrogin Pumps Solar and Spraying	parts and repairs	-554.54
26/02/2014 Novus Autoglass	replace windscreen Popo Fire truck	-350.00
26/02/2014 PAGE TRUCK HIRE	push up Popo tip	-1020.00
26/02/2014 PERTH SAFETY PRODUCTS	16 multi message frames	-334.40
26/02/2014 Pictures for Pleasure	Framing of Councillor photo	-80.00
26/02/2014 ROAD SIGNS AUSTRALIA	delineator red and white 400 of each	-660.00

26/02/2014	Safety Barriers WA Pty Ltd	24 meters w beam guardrail complete with 4 bull nose ends	-3718.00
26/02/2014	TOLL IPEC (COURIER AUSTRALIA)	freight various	-39.40
26/02/2014	WATERMAN IRRIGATION	parts for Cuby toilets	-45.10
26/02/2014	WESTERN STABILISERS	CEMENT STABILISATION	-56643.40
26/02/2014	Water Wise Water Trucks Australia Pty Ltd	repairs water pump on water truck	-1386.00
28/02/2014	BILL & BENS	70 hotdog roll and 2 slice bread	-62.20
28/02/2014	LRA Civil Pty Ltd	various jobs	-68104.30
28/02/2014	Narrogin Country Fresh Meats	70 sausages community strategic workshop	-51.23
18/02/2014	10 - ANNITTEL	ANNITTEL	-116.49
06/02/2014	HOSTPLUS SUPER	Superannuation contributions	-550.86
06/02/2014	MATRIX SUPERANNUATION	Superannuation contributions	-315.49
06/02/2014	PRIME SUPER	Superannuation contributions	-319.31
06/02/2014	Westscheme	Superannuation contributions	-172.15
06/02/2014	Westscheme	Superannuation contributions	-162.16
06/02/2014	Westscheme	Superannuation contributions	-172.15
06/02/2014	Westscheme	Superannuation contributions	-162.16
06/02/2014	Westscheme	Superannuation contributions	-172.15
06/02/2014	Westscheme	Superannuation contributions	-162.16
06/02/2014	WA Local Government Super Plan	Superannuation contributions	-10058.83
06/02/2014	RAMSAY SUPERANNUATION	Superannuation contributions	-89.73
13/02/2014	SYNERGY	power street lights	-513.15
13/02/2014	Telstra	Telephone accounts various	-508.68
26/02/2014	Commander	payout of commander system	-995.92
26/02/2014	DEPARTMENT OF TRANSPORT	licences various plant	-576.15
26/02/2014	Telstra	phone charges	-436.41
26/02/2014	Water Corporation	water standpipes	-2100.62
<b>TOTALS</b>			
	Municipal		-334810.34
	Trust		-28424.24
	Credit Card		2137.05



### 9.1.58 STATEMENT OF FINANCIAL ACTIVITY

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<b>Location/Address:</b>	Not applicable
<b>Date:</b>	13 March 2014
<b>Reporting Officer:</b>	Clare Thomson
<b>Enabling Legislation:</b>	Local Government (Financial Management) Regulations 1996
<b>Council Policy:</b>	Nil
<b>Budget Implications:</b>	Nil
<b>File Reference:</b>	CMR 7
<b>Voting Requirements:</b>	Simple majority

#### **Background**

Local Government (Financial Management) Regulations 1996, section 34, provides for monthly financial reporting requirements for local government.

#### **Comment**

Nil

#### **COUNCIL DECISION:**

That the Statement of Financial Activity, as circulated, for the Shire of Cuballing for period ending 28 February 2014, be received.

**Moved: Cr Haslam**

**Seconded: Cr Bradford**

*Carried 6/0*

**Bank Reconciliation for the month of February 2014**

	Municipal Fund	Trust Fund	Reserve Accts
Opening balance	\$2,176,798.75	\$56,437.11	\$ 703,441.57
Income	\$509,616.65	\$30,565.80	
Add interest	4,096.98	-	8,161.32
Adjustment	\$0.00	-	
Expenditure	<b>-\$403,522.64</b>	<b>-\$28,524.24</b>	
Closing balance	\$2,286,989.74	\$58,478.67	\$ 711,602.89
Bank account	\$557,353.48	\$56,697.12	\$ 2,903.89
Investments	\$1,731,574.62	0.00	\$ 708,699.00
Plus O/S deposits	2,462.65	1,781.55	
Less O/S cheques	<b>-\$4,401.01</b>	-	
Closing balance	\$2,286,989.74	\$58,478.67	\$ 711,602.89

**Investments 28 February 14**

Account Number	Maturity Date	Interest Rate	Fund/Account		
			Municipal	Trust	Reserve
24455506	Cash Deposit	2.50%	-	-	708,699.00
34681402	Cash Deposit	2.25%	300,000.00		
	Online account	2.50%	1,431,574.62		
Total			1,731,574.62	0	708,699.00

**Shire of Cuballing**  
**Notes on financial reports for 28 February 2014**

**General Purpose Funding**

Rates

At present rates of \$915,770 have been raised with a discount of \$49,768. This discount amount is over the budgeted discount of \$45,000. Rate debtors at 28 February are \$68,431.

**Governance**

Subscriptions

Subscriptions of \$16,105 have been paid. This comprises the following subscriptions to WALGA: Annual subscription \$6,963, Council Connect \$3,636, Members and Employee Subscription \$5,051 and Local Laws \$451.

**Recreation and Culture**

Halls Maintenance

This year the insurance has been allocated to relevant buildings where possible, insurance of \$6,857 has been expensed for insurances on the halls etc. In prior years this was allocation to general insurance under public works overheads.

Dryandra Regional Grants and Reimbursements

Reimbursement from the Dryandra Equestrian Association for the purchase of toilets.

**Economic Services**

Standpipe Expenditure

Includes \$3,432 for back flow devices that are required to be installed at standpipes.

**Other Property and Services**

Private Works

Private works of \$58,195 have been carried which includes \$12,600 for Department of Parks and Wildlife for the grading of Dryandra and \$10,600 to Roadwest Engineering for embankment widening and \$12,090 for the sand pad of the Equestrian Clubrooms.

Parts and Repairs

Items of plant have had repair work undertaken, the main ones include seat and seatbelt for the roller of \$899, sundry plant of \$1,364, new shaft and bearing for the grader \$1,964, other work undertaken on the multi tyre roller of \$2,444. In October the main items for parts and repairs included work carried out to the loader to the value of \$3,920 for repairing the hydraulic valve, supply of parts and travel to and from the job, grader blades of \$1,380, service of the loader \$2,548, and services on the two trucks at a cost of \$1,111, repairs to the water pump of \$1,260.

**Other**

**Capital Items**

Expenditure on capital items includes the following:

- Roads \$895,821
- Council Chairs 4,904
- Upgrade to Cemeteries 8,795
- Mens shed 2,640
- Rec centre 9,463
- Halls 3,797

**SHIRE OF CUBALLING**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

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**SHIRE OF CUBALLING**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

	NOTE	28-Feb 2014 Actual \$	28-Feb 2014 Y-T-D Budget \$	2013/2014 Budget \$	Variances Budget to Actual Y-T-D %
<b><u>Operating</u></b>					
<b>Revenues/Sources</b>					
Governance		3,596	3,500	5,300	(2.75%)
General Purpose Funding		264,936	260,000	333,961	(1.90%)
Law, Order, Public Safety		18,051	18,000	30,940	(0.29%)
Health		904	650	1,000	(39.08%)
Education and Welfare		-	-	-	
Housing		-	-	-	
Community Amenities		2,334	2,300	3,000	(1.48%)
Recreation and Culture		20,358	20,000	17,200	(1.79%)
Transport		866,073	850,000	905,251	(1.89%)
Economic Services		12,587	12,500	23,260	(0.69%)
Other Property and Services		79,330	76,500	208,552	(3.70%)
		<u>1,268,170</u>	<u>1,243,450</u>	<u>1,528,464</u>	
<b>(Expenses)/(Applications)</b>					
Governance		(181,977)	(175,000)	(160,119)	(3.99%)
General Purpose Funding		(22,928)	(22,500)	(69,422)	(1.90%)
Law, Order, Public Safety		(75,798)	(68,500)	(141,470)	(10.65%)
Health		(20,659)	(20,500)	(35,550)	(0.78%)
Education and Welfare		(5,132)	(5,000)	(12,000)	(2.64%)
Housing		(11,075)	(9,500)	(15,200)	(16.58%)
Community Amenities		(76,409)	(68,500)	(181,310)	(11.55%)
Recreation & Culture		(129,555)	(125,500)	(160,169)	(3.23%)
Transport		(1,052,264)	(100,000)	(2,110,822)	(952.26%)
Economic Services		(42,946)	(41,000)	(98,872)	(4.75%)
Other Property and Services		33,789	(12,000)	(98,846)	381.57%
		<u>(1,584,956)</u>	<u>(648,000)</u>	<u>(3,083,780)</u>	
<b><u>Adjustments for Non-Cash</u></b>					
<b><u>(Revenue) and Expenditure</u></b>					
(Profit)/Loss on Asset Disposals		-	-	(87,052)	
Depreciation on Assets		482,821	482,821	813,360	
Movement current leave entitlements		-	-	-	
<b><u>Capital Revenue and (Expenditure)</u></b>					
Purchase Land Held for Resale		-	-	-	
Purchase Land and Buildings		(193,022)	(193,022)	(441,985)	
Purchase Infrastructure Assets - Roads & Footpaths, Other		(895,821)	(895,821)	(1,360,704)	
Other		(3)	-	-	
Purchase Plant and Equipment		-	-	(636,000)	
Purchase Furniture and Equipment		(6,194)	(6,194)	(12,000)	
Proceeds from Disposal of Assets		-	-	180,000	
Repayment of Debentures		(7,089)	(7,089)	(65,539)	
Proceeds from New Debentures		300,000	300,000	300,000	
Transfers to Reserves (Restricted Assets)		(12,558)	(12,558)	(120,000)	
Transfers from Reserves (Restricted Assets)		-	-	100,000	
Transfer from Restricted Cash		1,473,882	1,473,882	1,457,248	
ADD Net Current Assets July 1 B/Fwd		888,795	888,795	580,215	
LESS Net Current Assets Year to Date		(2,580,029)	(3,474,037)	-	
<b>Amount Raised from Rates</b>		<u><u>(866,002)</u></u>	<u><u>(847,772)</u></u>	<u><u>(847,772)</u></u>	

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

# SHIRE OF CUBALLING

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014

	28-Feb	28-Feb
3. ACQUISITION OF ASSETS	Actual	Budget
	\$	\$
The following assets have been acquired during the period under review:		
<b><u>By Program</u></b>		
Governance	4,904	12,000
Community Amenities	12,725	35,000
Recreation and Culture	180,412	406,985
Transport	896,996	1,996,701
Economic Services	-	-
	<u>1,095,037</u>	<u>2,450,686</u>
<b><u>By Class</u></b>		
Land and Buildings	193,022	441,985
Infrastructure Assets	895,821	1,360,701
Plant and Equipment	-	636,000
Furniture and fittings	6,194	12,000
	<u>1,095,037</u>	<u>2,450,686</u>

**SHIRE OF CUBALLING**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

**4. DISPOSALS OF ASSETS**

No assets were disposed of in the month.

**By Program**

	Net Book Value		Sale Proceeds		Profit(Loss)
	28-Feb 2014 Actual \$		28-Feb 2014 Actual \$		28-Feb 2014 Actual \$
	-		-		-
					-
					-
	-				-
	-				-
	-				-
	-				-
	-		-		-

	Net Book Value		Sale Proceeds		Profit(Loss)
	28-Feb 2014 Actual \$		28-Feb 2014 Actual \$		28-Feb 2014 Actual \$
	-		-		-
					-
					-
	-				-
	-				-
	-				-
	-		-		-

**Summary**

**28-Feb  
2014  
Actual  
\$**

Profit on Asset Disposals  
Loss on Asset Disposals

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**SHIRE OF CUBALLING**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

**5. INFORMATION ON BORROWINGS**

(a) Debenture Repayments

Particulars	Principal 1-Jul-13	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
<b>Recreation &amp; Culture</b>								
Loan #61	31,461		4,721	9,575	22,326	12,750	596	1,058
<b>Transport</b>								
Loan #62	174,562		12,873	26,178	150,064	123,885	4,898	9,362
Loan#63		300,000		29,784	-	270,217		10,349
	206,023	300,000	17,594	65,537	172,390	406,852	5,494	20,769

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

Particulars Purpose	Amount Borrowed \$	Institution	Loan Type	Term (Years)	Total Interest and Charges	Interest Rate %	Amount Used \$	Balance Unspent \$
<b>Transport</b>								
Loan #63 Graders	300,000	WATC	Debenture	8	51,522	3.9400	300,000	-



**SHIRE OF CUBALLING**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

	28-Feb 2014 Actual \$	2013/14 Budget \$
<b>6. RESERVES</b>		
<b>Cash Backed Reserves</b>		
<b>(a) Plant and Equipment Reserve</b>		
Opening Balance	197,793	197,781
Amount Set Aside / Transfer to Reserve	3,553	5,658
Amount Used / Transfer from Reserve	-	(100,000)
	<u>201,346</u>	<u>103,439</u>
<b>(b) IT and Office Equipment Reserve</b>		
Opening Balance	9,023	9,023
Amount Set Aside / Transfer to Reserve	162	258
Amount Used / Transfer from Reserve	-	-
	<u>9,185</u>	<u>9,281</u>
<b>(c) Employee Entitlements Reserve</b>		
Opening Balance	116,019	116,019
Amount Set Aside / Transfer to Reserve	2,083	3,319
Amount Used / Transfer from Reserve	-	-
	<u>118,102</u>	<u>119,338</u>
<b>(d) Housing Reserve</b>		
Opening Balance	7,435	7,435
Amount Set Aside / Transfer to Reserve	133	216
Amount Used / Transfer from Reserve	-	-
	<u>7,568</u>	<u>7,651</u>
<b>(e) Recreation and Community Facility Res</b>		
Opening Balance	285,345	285,345
Amount Set Aside / Transfer to Reserve	5,126	8,163
Amount Used / Transfer from Reserve	-	-
	<u>290,471</u>	<u>293,508</u>
<b>(f) Refuse Site Reserve</b>		
Opening Balance	57,119	57,119
Amount Set Aside / Transfer to Reserve	1,026	1,634
Amount Used / Transfer from Reserve	-	-
	<u>58,145</u>	<u>58,753</u>
<b>(g) Grain Freight Reserve</b>		
Opening Balance	26,313	26,313
Amount Set Aside / Transfer to Reserve	472	752
Amount Used / Transfer from Reserve	-	-
	<u>26,785</u>	<u>27,065</u>
<b>(h) Equestrian Reserve</b>		
Opening Balance	-	-
Amount Set Aside / Transfer to Reserve	-	2,000
Amount Used / Transfer from Reserve	-	-
	<u>-</u>	<u>2,000</u>

**SHIRE OF CUBALLING**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

<b>6. RESERVES</b>	<b>28-Feb 2014 Actual \$</b>	<b>2013/14 Budget \$</b>
<b>Cash Backed Reserves continued</b>		
<b>(i) General Purpose Reserve</b>		
Opening Balance	-	-
Amount Set Aside / Transfer to Reserve	-	98,000
Amount Used / Transfer from Reserve	-	-
	<u>-</u>	<u>98,000</u>
<b>Total Cash Backed Reserves</b>	<u>711,602</u>	<u>719,035</u>

All of the above reserve accounts are supported by money held in financial institutions.

<b>6. RESERVES (Continued)</b>	<b>28-Feb 2014 Actual \$</b>	<b>2012/13 Budget \$</b>
<b>Summary of Transfers To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
Plant and Equipment Reserve	3,553	5,658
Office Equipment Reserve	162	258
Employee Entitlement Reserve	2,083	3,319
Housing Reserve	133	216
Recreation and Community Facility Reserve	5,126	8,163
Refuse Site Reserve	1,026	1,634
Grain Freight Reserve	472	752
Equestrian Reserve	-	2,000
General Purpose Reserve	-	98,000
	<u>12,555</u>	<u>120,000</u>
<b>Transfers from Reserves</b>		
Plant and Equipment Reserve	-	(100,000)
IT and Office Equipment Reserve	-	-
Employee Entitlements Reserve	-	-
Housing Reserve	-	-
Recreation and Community Facility Reserve	-	-
Refuse Site Reserve	-	-
Grain Freight Reserve	-	-
Equestrian Reserve	-	-
General Purpose Reserve	-	-
	<u>-</u>	<u>(100,000)</u>
<b>Total Transfer to/(from) Reserves</b>	<u>12,555</u>	<u>20,000</u>

## SHIRE OF CUBALLING

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

#### FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

**Plant and Equipment Reserve**

- to be used for the purchase and replacement of major items..

**IT and Office Equipment Reserve**

- to be used for the purchase of new and/or replacement of office equipment or furniture items.

**Long Service Leave Reserve**

- to be used to fund long service leave requirements.

**Housing Reserve**

- to be used to fund the construction of new shire housing.

**Recreation and Community Facility Reserve**

- to be used to fund the upgrade of the oval and associated facilities.

**Refuse Site Reserve**

- to be used to fund the upgrade of the refuse site.

**Grain Freight Reserve**

- to be used to maintain the grain freight route through the district.

**Equestrian Reserve**

- to be used for the maintenance and upkeep of the equestrian centre.

**General Purpose Reserve**

- to be used to maintain/fund various facilities throughout the district.

# SHIRE OF CUBALLING

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014

	28-Feb 2014 Actual \$	Brought Forward 1-Jul \$
<b>7. NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	2,208,715	900,984
Cash - Restricted Reserves	711,602	699,028
Cash - Restricted Cash	-	1,473,882
Receivables	419,574	181,530
Inventories	4,728	4,728
	<u>3,344,619</u>	<u>3,260,152</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(74,015)</u>	<u>(198,447)</u>
<b>NET CURRENT ASSET POSITION</b>	<b>3,270,604</b>	<b>3,061,705</b>
Less: Cash - Reserves - Restricted	(711,602)	(699,028)
Less: Cash - Restricted Municipal	-	(1,473,882)
<b>NET CURRENT ASSET POSITION</b>	<b><u>2,559,002</u></b>	<b><u>888,795</u></b>
Surplus used for budget purposes difference		580,215
Cash on hand		54,296
Receivables		44,036
Stock on hand		228
Decrease in creditors and provisions		210,020
Actual 30 June Surplus carried forward		<u>888,795</u>

Also Restricted Cash increased by \$16,634 but as this is taken off available funds to calculate the surplus it has no impact on the end result.

**SHIRE OF CUBALLING**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014**

**8. RATING INFORMATION**

<b>RATE TYPE</b>	<b>Rate in \$</b>	<b>Number of Properties</b>	<b>Rateable Value \$</b>	<b>2013/2014 Rate Revenue \$</b>	<b>2013/2014 Interim Rates \$</b>	<b>2013/2014 Back Rates \$</b>	<b>2013/2014 Total Revenue \$</b>	<b>2013/2014 Budget \$</b>
<b>General Rate</b>								
UV - Cuballing	0.620600	224	100,766,999	618,117	-	-	618,117	633,479
GRV Cuballing	0.670440	172	178,987	124,464	(1,747)	-	122,717	116,143
<b>Sub-Totals</b>		396	100,945,986	742,581	(1,747)	-	740,834	749,622
<b>Minimum Rates</b>	<b>Minimum \$</b>							
UV - Cuballing	700	122	9,857,405	87,500	3,836	-	91,336	54,600
GRV Cuballing	550	158	2,307,546	83,600	-	-	83,600	88,550
<b>Sub-Totals</b>		280	12,164,951	171,100	3,836	-	174,936	143,150
<b>Ex gratia rates</b>							915,770	892,772
<b>Specified Area Rates</b>							-	-
<b>Discounts</b>							-	-
<b>Totals</b>							915,770 (49,768)	892,772 (45,000)
							866,002	847,772

All land except exempt land in the Shire of Cuballing is rated according to its Gross Rental Value (GRV) in townships or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 20012/13 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

# SHIRE OF CUBALLING

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 28 FEBRUARY 2014

### 9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 1-Jul-12 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Badminton Club	232	-	-	232
Bonds - Building	6,839	7,550	-	14,389
Bonds - Hall Hire	1,050	50	(50)	1,050
Children Recycling Fund	1,418	-	-	1,418
Cuballing Progress	-	300	(300)	-
Commodore Tennis Club	3,190	-	(100)	3,090
Cuballing Country Festival	1,099	-	-	1,099
Cuballing Cricket Club	200	-	-	200
Cuballing Fire Brigade	3,286	-	(3,286)	-
Cuballing Football Asson	2,566	-	-	2,566
Environment and Townscape Trust Fund	5,713	-	-	5,713
LCDC East Yornaning	1,360	-	-	1,360
Police Licensing	2,933	160,203	(159,280)	3,856
Reimbursements	8,962	-	-	8,962
Swipe cards	1,090	315	-	1,405
Upper Hotham Project	15,027	-	-	15,027
	<u>54,965</u>			<u>60,367</u>

### 10. SUPPLEMENTARY INFORMATION

May include (not exhaustive) the following:

- Operating Statement;
- Balance Sheet;
- Debtors listings;
- Creditors listings;
- Cash/Investment summaries;
- Plant reports;
- Ratio analysis; and
- Other information considered relevant.

## 9.1.59 BUDGET REVIEW

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<b>Submission to:</b>	Ordinary Meeting of Council
<b>Location/Address:</b>	Not Applicable
<b>Reporting Officer:</b>	Clare Thomson - Accountant
<b>Enabling Legislation:</b>	Local Government (Financial Management) Regulations 1996
<b>Budget Implications:</b>	Outlined in the report
<b>File Reference:</b>	CMR7
<b>Voting Requirements:</b>	Absolute Majority

### Background

A Statement of Financial Activity incorporating year to date budget variations and forecasts to 30 June 2014 for the period ended 31 December 2013 is presented for council to consider. The Local Government (Financial Management) Regulations 1996, regulation 33A as amended, requires that Local Governments conduct a budget review between 1 January and 31 March in each financial year. A copy of the review and determination is to be provided to the Department of Local Government within 30 days of the adoption of the review.

### Officers Comment

The budget review has been prepared to include information required by the Local Government Act 1995, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards. Council adopted a 10% and a \$5,000 minimum for the reporting of material variances to be used in the statements of financial activity and the annual budget review. Features of the budget review include:

**SHIRE OF CUBALLING**  
**NOTES TO THE BUDGET REVIEW REPORT**  
**FOR THE PERIOD ENDED 31 DECEMBER 2013**

		<b>Adopted Budget \$</b>	<b>2013 Actual \$</b>	<b>Revised Budget \$</b>
<b>Note 1: CLOSING FUNDS:</b>				
<b>Closing Funds represented by:</b>	<b>Note</b>			
<b>Current Assets</b>				
Cash and Cash Equivalents		788,315	2,936,825	910,522
Receivables		132,494	386,056	80,000
GST Receivables		-	-	-
Inventories		500	4,728	5,000
<b>TOTAL CURRENT ASSETS</b>	<b>(a)</b>	<b>921,309</b>	<b>3,327,609</b>	<b>995,522</b>
<b>Current Liabilities</b>				
Creditors and Provisions		-177,386	-119,090	-251,599
Current Loan Liability		-48,270	-18,079	-48,270
<b>TOTAL CURRENT LIABILITIES</b>		<b>-225,656</b>	<b>-137,169</b>	<b>-299,869</b>
<b>Net Current Assets</b>		<b>695,653</b>	<b>3,190,440</b>	<b>695,653</b>
<b>Less Restricted Reserves</b>	<b>(b)</b>	<b>-743,923</b>	<b>-703,465</b>	<b>-743,923</b>
<b>Less Restricted Muni</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>Add Back Loan Repayments</b>	<b>(c)</b>	<b>48,270</b>	<b>18,079</b>	<b>48,270</b>
<b>Closing Funds</b>	<b>(e)</b>	<b>-</b>	<b>2,505,054</b>	<b>-</b>



## SHIRE OF CUBALLING

## NOTES TO THE BUDGET REVIEW REPORT

FOR THE PERIOD ENDED 31 DECEMBER 2013

## Note 2: BUDGET AMENDMENTS

Amendments to original budget since adoption Surplus/(Deficit)

Description	Increase in available cash	Decrease in available cash	Amended Budget running balance
	\$	\$	\$
Budget Adoption Closing funds			0
Extra cash on hand at end of year	54,296	0	54,296
Increase in debtors	44,036	0	98,332
Increase in stock	228	0	98,560
Reduced liabilities	210,020		308,580
CLGF Balance		-16,942	291,638
Extra restricted cash at beginning of the year	16,634		308,272
Extra interest on Municipal account	5,000	0	313,272
Less interest on Reserves	0	-6,000	307,272
Decrease due to more discount than budgeted	0	-4,572	302,700
Decrease in rates due to revaluations	0	-1,818	300,882
Increase on penalty interest	1,750	0	302,632
Increase in members reimbursements nomination deposits	509	0	303,141
Reduction in contribution and reimbursements	0	-2,000	301,141
Increased subscription costs	0	-1,104	300,037
Reduction in insurance cost for members	2,127	0	302,164
Reduction in insurance cost for admin	361	0	302,525
CNN Grant monies paid back - more than budgeted		-1,200	301,325
Reduction of expenditure in civic functions and refreshments	2,000	0	303,325
Increase in office mntce	0	-1,647	301,678
Reduction in administration other	1,300		302,978
Reduction in printing and stationery costs	4,500		307,478
Increase in travel and expenditure		0	307,478
Increase in audit costs due to finalising audit		-4,500	302,978
Reduction in expenditure on the election	3,882	0	306,860
Reduction in telecommunication costs	1,500	0	308,360
Reduction in dog registration income		-500	307,860
Decreased expenditure on mtnc of vehicles and trailers	1,000	0	308,860
Increased expenditure on community safety wages		-3,000	305,860
Increased expenditure on other goods and services		-4,500	301,360
Increased expenditure on fire prevention		-7,000	294,360
Reduction on mtnc of land and buildings	400	0	294,760
Increase expenditure on protective clothing for fire fighters		-1,700	293,060
Increased expenditure on analytical costs		-450	292,610
Decreased expenditure on Cuballing refuse site	15,000		307,610
Expenditure on Town Planning Consultant		-3,500	304,110
Increased expenditure on Popo toilets		-5,340	298,770
Increased expenditure on Cuby toilets, rubbish run etc		-9,100	289,670
Increased expenditure on Mens shed		-600	289,070
Reduction in estimated income from Town Planning		-500	288,570
Increased expenditure on Town Hall		-7,000	281,570
Increased expenditure on Popo Hall		-2,000	286,570
Increased expenditure on CWA Hall		-2,100	284,470
Expenditure on Popo School building		-3,000	281,470
Depreciation on buildings		-140	281,330
Increased expenditure on Popo Tourist Precinct		-1,050	280,280
Increased expenditure on various parks		-4,350	275,930
Increased expenditure on Yormaning Dam area		-2,760	273,170
Decreased on expenditure in Alton st playground	1,000	0	274,170
Increased expenditure on various reserves		-15,000	259,170
Increased expenditure on maintaining equestrian ground		-350	258,820
Increased expenditure on ovals		-15,080	243,740
Increase expenditure on recreation area		-8,700	235,040
Expenditure on Popo Tennis area		-1,000	234,040
Expenditure on Golf Club		-2,000	232,040

Decreased expenditure on other rec and sport now reallocated	8,000		240,040
Reduction in income relating to other sport		-5,800	234,240
Reduction in LCGG road funding		-11,000	223,240
Extra funding Grain freight	72,000	0	295,240

**SHIRE OF CUBALLING**  
**NOTES TO THE BUDGET REVIEW REPORT**  
**FOR THE PERIOD ENDED 31 DECEMBER 2013**

Description	Increase in available cash	Decrease in available cash	Amended Budget running balance
	\$	\$	\$
Decreased income other fees and charges		-2,500	292,740
Increased costs depot maintenance		-14,807	277,933
			277,933
Increased expenditure on noxious weeds		-500	277,433
Increased expenditure on waste oil/drum muster		-2,000	275,433
Redn on standpipe costs	5,000	0	280,433
Reduction in income - standpipe charges		-9,500	270,933
Reduction in income contribution and reimbursements		-600	270,333
Increase in income in tourism and promotion	1,158	0	271,491
Increased income in building fees and charges	4,540		276,031
Decrease in private works income		-50,000	226,031
Decrease in insurance rebate		-6,500	219,531
Income from workers comp claim	15,855		235,386
Reduction in private work expenditure	48,500		283,886
Expenditure in unallocated wages		0	283,886
Increase expenditure on outside staff training		-20,000	263,886
Decreased expenditure as Bob is allocated to jobs directly	40,000		303,886
Reduction in PWO other	0		303,886
Reduction in insurance as it is now allocated to jobs direct	20,000		323,886
Increase in insurance on plant	0	-4,785	319,101
Increase in insurance on plant		-69	319,032
Workers compensation paid		-5,250	313,782
Increased in capital expenditure			313,782
Grain freight project		-72,000	241,782
Council chambers chairs less than budgeted	1096		242,878

SHIRE OF CUBALLING  
CLOSING FUNDS AND BUDGET AMENDMENTS

Note	Action	Result Adopted Budget	Result YTD Actual	Result Revised Budget
(a)	This net current assets total should agree with the statement of financial position in the annual statements or with the budgeted net current assets note.	\$ 695,653	\$ 3,190,440	\$ 695,653
(b)	Deduct restricted reserve and restricted municipal (usually unspent grants) amounts.	-743,923	-703,465	-743,923
(c )	Add back loan repayments as they represent a current liability for payments to be made over the next 12 months already reflected as expenditure.	48,270	18,079	48,270
(d)	Closing funds.	-	2,505,054	- 242,878
(e)	The budget amendments table should open with the adopted closing fund amount.			

SHIRE OF CUBALLING  
SURPLUS/(DEFICIT) PROGRAM

Note	Action	Result Adopted Budget	Result YTD Actual	Result Revised Budget
(a)	This total is the sum of operating revenue, operating expenditure, capital income and capital expenditure, excluding rates.	\$ -2,179,188	\$ 267,174	\$ -2,238,501
(b)	Add back all non cash items	726,308	482,821	726,308
(c)	Add surplus/(deficit) July 1 brought forward	580,215	888,795	888,795
(d)	Deduct surplus/(deficit) June 30 carried forward	-	-2,505,054	- 242,878
(e)	Sum (a), (b) and (c ), deduct amount at (d). Total is amount of rates to be levied.	<u>-872,662</u>	<u>-866,275</u>	<u>-866,276</u>

**OFFICER RECOMMENDATION:**

That the Budget Review for the period 1 July 2013 to 31 December 2013 be received and the amendments adopted.

**Moved: Cr Ballantyne**

**Seconded: Cr Dowling**

***Carried By Absolute Majority 6/0***

## 9.1.60 REPLACEMENT OF 1.7 LEGAL PROCEEDINGS AND PROSECUTIONS POLICY

**Location/Address:** Not applicable  
**Date:** 5 March 2014  
**Reporting Officer:** Clare Thomson  
**Enabling Legislation:** Local Government (Financial Management Regulations) 1996  
**Council Policy:** Replacement  
**Budget Implications:** Nil  
**File Reference:** Policy Manual  
**Voting Requirements:** Simple Majority

### Background

On reviewing outstanding Council's policy manual it has become apparent that policy number item 1.7 for Legal Proceedings requires updating to ensure the efficient running of Council's day to day operations.

In the past the CEO has been required to have council approval before taking legal action for outstanding rates, sundry debtors and bush fire infringements.

### Comment

Nil

### COUNCIL DECISION:

That policy number 1.7 be replaced with the following:

Legal Proceedings and Prosecutions	
<b>Previous No:</b>	1.7
<b>File No:</b>	
<b>Statutory Environment:</b>	Local Government Act 1995 Dog Act 1976 Bush Fires Act 1954
<b>Minute No:</b>	
<b>Last Updated:</b>	
<b>Review Date:</b>	

### Policy:

Action to institute legal proceedings or prosecution, except for collection of rates, sundry debtors, breaches of the Dog Act and Fire infringements, shall only be taken following a resolution of Council or a resolution delegating authority to the CEO or other nominated officer in certain circumstances.

Moved: Cr Haslam

Seconded: Cr Newman

Carried 6/0

#### 9.1.61 REPLACEMENT OF OUTSTANDING SUNDRY DEBTOR POLICY 2.4

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<b>Location/Address:</b>	Not applicable		
<b>Date:</b>	5 March 2014		
<b>Reporting Officer:</b>	Clare Thomson		
<b>Enabling Legislation:</b>	Local Government	(Financial	Management
	Regulations)	1996	
<b>Council Policy:</b>	Replacement		
<b>Budget Implications:</b>	Nil		
<b>File Reference:</b>	Policy Manual		
<b>Voting Requirements:</b>	Simple Majority		

##### **Background**

On reviewing outstanding rates and sundry debtors it has become evident that Council's policy 2.4 requires to be replaced to ensure that debtors are collected in a timely and efficient manner, in particular rate debtors.

Outstanding rate debtors can be broken down as follows:

Over 2 years	2013	Current
\$14,811	\$10,584	\$44,282

Apart from \$3,000 in deferred rates in the 2 years and over column, the balance of the rate debtors are all outstanding. With the adoption of this policy, we are hoping that outstanding balances will reduce so that future rate debtors will not be as high.

##### **Comment**

Nil



## COUNCIL DECISION:

That policy number 2.4 be replaced with the following policy:

<b>Title:</b>	Debt Recovery Procedures
<b>Previous No:</b>	2.4
<b>File No:</b>	
<b>Statutory Environment:</b>	<i>Local Government Act 1995, Local Government (Financial Management) Regulations 1996</i>
<b>Minute No:</b>	
<b>Last Updated:</b>	
<b>Review Date:</b>	
<b>Objectives:</b>	To establish a formal procedure for the recovery of outstanding rates and debts and to provide guidelines to staff.

### **RATES DEBTOR COLLECTION PROCEDURE**

#### **1. Instalments**

There are ratepayers who have not paid their rates in total, or the first instalment by the due date and have not paid their outstanding rates within 7 days of the final notice. The Shire will therefore accept by application an alternative payment schedule where an agreement specifying the dates and the amounts that are to be paid may be made. Failure by the applicant to adhere to the payment schedule will result in the issue of a letter requiring the total amount outstanding to be paid immediately.

#### **Final Notice**

2. Final Notices are issued during a period not less than 14 days after the due date of a notice for payment of rates. Such notices are issued where no or insufficient payment has been received, or where there is no current valid instalment option.

#### **Final Notices indicate:**

- Rates are now in arrears;
- That penalty interest is being charged at the rate adopted by Council; and

That if payment is not received within 7 days legal action may be taken without further notice, which will add extra costs onto the outstanding amount.

#### **3. Issue of Summons or Referral to Debt Collection Agency**

Rates remaining unpaid after the expiry period shown on the Final Notice or correspondence will either have a summons issued by Council's Rates Officer or be referred to Council's Debt Collection Agency for recovery.

### **SUNDRY DEBTOR COLLECTION PROCEDURE**

#### **1. Invoice/Infringement Notices**

An invoice/infringement notice will be issued requiring payment within 30 days from the date of issue.

#### **2. Final Statement**

A final statement will be issued for all sundry debtor accounts in arrears 30 days requesting payment within 7 days.

#### **3. Letter of Demand**

Should debts remain unpaid after the expiry date shown on the Final Statement, a letter of demand will be issued requiring payment within 7 days.

#### **4. Legal Action**

Should the debt still remain unpaid, it will be examined for the purpose of determining whether a summons will be issued. Costs incurred as a result of the issue of a summons will be applied to the debtors' account (s. 6.56 of the Local Government Act 1995). Following the issue of a summons, a reasonable offer to discharge a debtors' account will not be refused. Where a summons has been issued and remains outstanding, action will be taken to pursue that summons by whatever means necessary to secure satisfaction of the debt. This may include the issue of a Warrant of Execution against goods if necessary.

**PRIVATE WORKS – DEBTORS**

Where a debtor has allowed their debt to remain outstanding for over 60 days and private works are requested by that debtor, the estimated cost of the private works must be paid in advance.

**INTEREST ON OVERDUE SUNDRY DEBTORS**

Council charges 5% daily interest on sundry debtor accounts that exceed 90 days

**Moved: Cr Dowling    Seconded: Cr Haslam**

***Carried 6/0***

## 9.1.62 TRANSFER OF TRUST FUNDS

---

**Location/Address:** Not applicable  
**Date:** 17 February 2014  
**Reporting Officer:** Clare Thomson  
**Enabling Legislation:** Local Government (Financial Management Regulations) 1996  
**Council Policy:** Nil  
**Budget Implications:** Nil  
**File Reference:**  
**Voting Requirements:** Absolute majority

### Background

When voluntary clubs/groups fold, Council is usually approached to hold funds in trust for them. There are several clubs/groups with funds in trust which will never be called upon as it is highly unlikely that they will ever be re-established. The monies have been in trust for at least 6 years.

Instead of having these monies in trust, it is proposed that these funds be transferred in Council's municipal fund.

Badminton Club	\$232
Children – Recycling Fund	\$1,418
Reimbursements	\$8,962

### Comment

Nil

### OFFICER RECOMMENDATION:

That trust funds totalling \$10,612 be transferred into Council's Municipal Account.

Moved:

Seconded:

### COUNCIL DECISION

That the following trust funds be transferred into Council's Municipal Fund account:

Badminton Club \$232.00  
Children Recycling Fund \$1418.00  
Reimbursements \$8962.00  
Upper Hotham Project \$15,027.00  
LCDC Yornaning \$1360.00

Moved: Cr Ballantyne

Seconded: Cr Haslam

*Carried by Absolute Majority 6/0*

### 9.1.63 DISCOUNT RATES DEBTOR

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<b>Location/Address:</b>	<b>Whole of shire</b>
<b>Reporting Officer:</b>	Leanne Shields – Rates Officer
<b>Enabling Legislation:</b>	Nil
<b>Council Policy:</b>	
<b>Budget Implications:</b>	Minimal
<b>File Reference:</b>	Rates 7
<b>Voting Requirements:</b>	Absolute Majority

#### **Background**

The original run of Rate Notices were sent from the office on the 19 August with an issue date of the 20 August. The Rates Officer detected an error on these notices two days after postage of the due date stating the 24 September. The 24 September date is 35 days from date of issue for all rates due and payable with the first instalment. The correct date should have shown the 10 September being 21 days from date of issue to receive the discount amount. The corrections were made with a second run of rate notices being printed and posted with a note on 24 August. The note advised rate payers to disregard the first notice due to the error.

Mr Graeme Dent has forward a letter (copy attached) in regards to the error that occurred and is requesting his outstanding rates totalling the discount amount be accepted as discount.

Assessment A13 shows a current outstanding amount of - \$747.42 and Assessment A985 shows a current outstanding amount of - \$86.77 totalling - \$834.19.

Mr Robert Melchiorre has forward a letter (copy attached) in regards to the error that occurred and is requesting his outstanding rates totalling the discount amount be accepted as discount

Assessment A457 shows a current outstanding amount of - \$61.99, Assessment A488 shows a current outstanding amount of - \$100.71, Assessment A480 shows a current outstanding amount of - \$732.95, Assessment A479 shows a current outstanding amount of - \$139.97 and Assessment A478 shows a current outstanding amount of - \$255.69 totalling - \$1,291.31.

#### **Comment**

There have been many rate payers that have disputed this error and requesting the discount which have been denied.

<b>OFFICER'S RECOMMENDATION</b>
---------------------------------

<b>For Council consideration</b>
----------------------------------

**COUNCIL DECISION:**

**That the outstanding amounts relating to Assessments 13, 457, 488,480, 479 and 478 be accepted as discount.**

**Moved: Cr Haslam**

**Seconded: Cr Ballantyne**

***Carried by Absolute Majority 6/0***

copy  
date 5  
11th March

Dear Cuballing Shire:

05 MAR 2014

As discussed on Friday with you, this is to explain why I was late paying the rates. Your first letter had the wrong date on it and although the second letter was sent from the office only two days later, my mail run unfortunately was not compatible. Hence, when I paid my accounts on your due date on the first letter of rate notice, I worked on that date because the second letter was not opened in time, then when I did open the letter the accounts were already sent to my book keeper. So I pre-programmed my computer to pay on the first rate notice.

Sorry for the inconvenience, but I do not believe I should have to pay because of the wrong date sent by the Cuballing Shire.

Please accept this as the best as I can recall as my filing system I disregarded the date on the incorrect rate notice as I only filed one.

Thank you very much

G. Dent

Graeme Dent

01/03/2014

20 FEB 2014



CORONIA PTY LTD ACN 008 782 465 AS TRUSTEE FOR THE MELCHIORRE SEEDS TRUST TRADING AS MELCHIORRE SEEDS ABN 29 755 030 283

*SEEDS PROCESSORS, CLOVER, GRAIN & STOCK FEED SUPPLIERS*

---

170 CLAYTON ROAD, NARROGIN W.A. 6312 (PO BOX 319)  
TELEPHONE NO 08 98811155. FAX NO 08 98812896  
Email [melchiorreseeds@westnet.com.au](mailto:melchiorreseeds@westnet.com.au) Web: [melchiorreseeds.com.au](http://melchiorreseeds.com.au)

14/2/2014

Chief Executive Officer  
PO Box 13  
Cuballing WA 6311

To Whom It May Concern,

**RE: 2013/2014 RATES**

We have recieved your final notice rates but believe this information is incorrect.

The date on our invoices(please find copies enclosed) show that the due date was the 24/9/2013 and according to your information it was paid in full on the 23/9/2013.

Could you please clarify this and reply at your earliest convenience.

Kind Regards  
Jenny West

## 9.2.64 ANNUAL REPORT 2013

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<b>Location/Address:</b>	Shire of Cuballing
<b>Reporting Officer:</b>	Clare Thomson - Accountant
<b>Enabling Legislation:</b>	Local Government Act 1995 Local Government (Audit) Regulations 1996 Local Government (Financial Management) Regulations)
<b>Council Policy:</b>	Nil
<b>Budget Implications:</b>	Nil
<b>File Reference:</b>	Finance 6
<b>Voting Requirements:</b>	<b>Absolute Majority</b>

### Background

Anderson Munro & Wyllie completed their final on-site Audit of Council's functions and operations for the 2012/2013 Financial Year in February 2014.

### Comment

The Audit has been conducted in accordance with the Australian Audit Standards to ensure that during the reporting period the Shire of Cuballing complied with all statutory requirements, including the Local Government Act 1995 and associated Regulations.

### COUNCIL DECISION:

**That:**

- 1. The minutes of the Audit Committee Meeting held on 27 March at 2.45pm, be received and the recommendation to receive the audit report be adopted.**

**Moved: Cr Dowling**

**Seconded: Cr Newman**

***Carried by Absolute Majority 6/0***





**MINUTES FOR THE SHIRE OF CUBALLING AUDIT COMMITTEE MEETING  
HELD IN THE COUNCIL CHAMBER ON THURSDAY 27 March 2014,  
COMMENCING AT 2:40 PM**

**1. OPENING - ANNOUNCEMENT OF VISITORS**

The meeting commenced at 2.40pm

**2. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

Cr Ballantyne	Chairman
Cr Conley	President
Cr Newman	Deputy President
Cr Haslam	
Cr Bradford	
Cr Dowling	
Mrs Eva Haydon	Chief Executive Officer
Mrs Clare Thomson	Accountant
Mr Bill Thomas	Auditor (by Telephone 2.50pm – 3.10pm)

**3. PUBLIC QUESTION TIME**

Nil

**4. MINUTES**

**Confirmation of Audit Committee Minutes of 20 February  
2014 Minutes (as circulated)**

**Moved: Cr Conley**

**Seconded: Cr Newman**

***Carried 6/0***

**Business Arising from the Minutes**

Nil

**6. PETITIONS, DEPUTATIONS, PRESENTATIONS & DECLARATIONS**

Nil

**7. MEETING WITH AUDITOR 2012/13 FINANCIAL YEAR**

The Audit Committee met with Mr Bill Thomas (Auditor) from Anderson Munro & Wylie and discussed the Audit Report & annual Report.

**8. ANNUAL REPORT**

**COMMITTEE RECOMMENDATION**

**That; Council accept the 2012/13 Annual Report**

**Moved: Cr Dowling**

**Seconded: Cr Newman**

***Carried 6/0***

**9. CLOSURE OF MEETING**

There being no further business, the meeting closed at 3.50pm.

**10. NEXT MEETING**

To Be Advised

## 9.2.102      **BROOKFIELD RAIL INTERFACE AGREEMENT**

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<b>Location/Address:</b>	Whole of shire
<b>Reporting Officer:</b>	Eva Haydon – Chief Executive Officer
<b>Enabling Legislation:</b>	Local Government Act 1995as amended
<b>Date:</b>	13 March 2014
<b>Council Policy:</b>	Nil
<b>Budget Implications:</b>	Unknown
<b>File Reference:</b>	Roads
<b>Voting Requirements:</b>	<b>Simple</b> Majority

### **Background**

The Rail Safety Act requires Road Managers and Rail Infrastructure Managers to enter into an Interface Agreement for all road/rail interfaces.

An updated interface agreement has now been provided due to new legislation which was effective 1 February 2014. This agreement requires signatures from Brookfield Rail, Main Roads and the Shire of Cuballing.

### **Comment**

The Shire of Cuballing has 11 rail and road interfaces (attached). Council is responsible for the following:

- Maintaining the road approaches up to three metres either side from the outside running rail.
- Arranging, undertaking and maintaining any vegetation clearing and/or removal of other physical obstructions on Roads (including on adjacent private properties if required) to provide requisite driver visibility sightlines on the approaches to railway Level Crossings.
- Notify the Rail Infrastructure Manager of any road works planned, either of a temporary or permanent nature, in the vicinity of a crossing.
- Report to MRWA any damaged and unserviceable line marking and signage associated with a level crossing identified during inspection in accordance with normal maintenance regimes.
- 

Within the agreement, the Shire of Cuballing and the Rail Infrastructure Manager have an ongoing obligation to identify and assess, so far as is reasonably practicable, risks to safety that may arise in relation to the interfaces the subject of this agreement

The crossing presenting the highest risk to safety is located on Campbell Street, however maintenance on the crossing within 3 metres of each outer rail can only be carried out by Brookfield Rail accredited personnel. The rates for that work are not disclosed by Brookfield Rail.

**OFFICER RECOMMENDATION:**

**That Brookfield Rail be invited to attend the April Council meeting to provide more information regarding the requirements of the Interface Agreement.**

**Moved**

**Seconded**

**This item was not dealt with as Brookfield Rail is holding an information session in Wickepin on 11 April 2014.**

22 JAN 2014

Enquiries: Jennifer Schokhoff  
Office: 9212 2803  
Mobile: 0427 431 146  
Email: [jennifer.schokhoff@brookfieldrail.com](mailto:jennifer.schokhoff@brookfieldrail.com)

20 January 2014

Ms Eva Haydon  
Shire of Cuballing  
Chief Executive Officer  
PO Box 13  
Cuballing WA 6311

Dear Ms Haydon

**Interface Agreement revised version**

As you are aware, under the *Rail Safety Act 2010*, new legislation is coming into effect on 1 February 2014 that requires Road Managers and Rail Infrastructure Managers to enter into an Interface Agreement for all road/rail interfaces.

An Interface Agreement to meet these new requirements was prepared by Brookfield Rail in conjunction with a working group. Brookfield Rail issued the Shire of Cuballing with the *Interface Agreement – Public Road and Rail Crossing At Grade or Grade Separated Interface, Version 1.0* early in 2013. With the exception of Shire specific information (such as the contact information and schedule of interfaces), the Interface Agreement was in a standard format also issued to 78 other Local Governments with interfaces to Brookfield Rail's Network.

Due to a number of queries and requests for clarification from several Shires/Cities, Brookfield Rail has prepared an updated version of the Interface Agreement which we believe more clearly sets out the objectives of the Agreement and identifies the responsibilities of each party in respect of the Interfaces specified in the Agreement.

We understand the Shire has already signed Version 1.0 of the Interface Agreement and forwarded the document to Main Roads Western Australia (MRWA) for signing. The Shire may at its discretion, decide to accept and execute Version 2.0 in preference to Version 1.0 already signed. If the Shire does decide to accept and execute Version 2.0, we would be grateful if you could please advise us and we will inform MRWA that the Shire has decided to adopt Version 2.0.

Mr Mal Shervill of the Western Australian Local Government Association (WALGA) has been acting as a common point of contact for all Local Governments affected by this new legislation. Mr Shervill will continue to be your first point of contact in regard to any queries relating to the new legislation and the attached Agreement. Mr Shervill can be contacted on 9213 2068 or [mshervill@walga.asn.au](mailto:mshervill@walga.asn.au)

If the Shire is agreeable to signing Version 2.0 of the Agreement in its present form, we would be grateful if you could please arrange for signing of all three of the copies enclosed with this letter, and then for those documents to be forwarded to MRWA at the address below for signing by MRWA:

Main Roads Western Australia  
C/- Aaron Milne  
PO Box 6202, East Perth WA 6892

Delivery by registered post or other trackable service is preferred.

Once Brookfield Rail has received the signed copies back from MRWA (be that Version 1.0 or Version 2.0), we will sign and distribute a copy to each party for their records.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jennifer Schokhoff', written in a cursive style.

**Jennifer Schokhoff**  
**Project Coordinator Level Crossings**

## SCHEDULE 1

### LIST OF RAIL AND ROAD INTERFACES

No	Road Name	Type of Interface	Road Number	Rail Line and kms from datum of the Level Crossing	Description of Crossing	Rail Infrastructure Manager responsible	Road Manager responsible
1	Treforts Road	Road/rail crossing	405 0076	Line 31 - 132.462km	Stop Signs	Brookfield Rail	Shire of Cuballing
2	Karping Road	Road/rail crossing	405 0132	Line 31 - 133.132km	Give Way Signs	Brookfield Rail	Shire of Cuballing
3	Bunmulling Road	Road/rail crossing	405 0008	Line 31 - 142.455km	Stop Signs	Brookfield Rail	Shire of Cuballing
4	Candys Road	Road/rail crossing	405 0069	Line 31 - 149.778km	Give Way Signs	Brookfield Rail	Shire of Cuballing
5	Cowcher Street	Road/rail crossing	405 0021	Line 31 - 151.675km	Stop Signs	Brookfield Rail	Shire of Cuballing
6	Provides access to a road accessing a sub-division.	Road/rail crossing	Unknown	Line 31 - 155.303km	Give Way Signs	Brookfield Rail	Shire of Cuballing
7	Provides access to a road accessing a sub-division.	Road/rail crossing	Unknown	Line 31 - 156.937km	Give Way Signs	Brookfield Rail	Shire of Cuballing
8	Watsons Road	Road/rail crossing	405 0067	Line 31 - 159.832km	Stop Signs	Brookfield Rail	Shire of Cuballing
9	Campbell Street	Road/rail crossing	405 0140	Line 31 - 161.519km	Flashlights	Brookfield Rail	Shire of Cuballing
10	Darcy Street	Road/rail crossing	405 0139	Line 31 - 161.962km	Stop Signs	Brookfield Rail	Shire of Cuballing
11	Chungamunning Road	Road/rail crossing	405 0050	Line 31 - 164.829km	Stop Signs	Brookfield Rail	Shire of Cuballing

# **Interface Agreement**

*Rail Safety Act 2010 (WA)*

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## **Public Road and Rail Crossing At Grade Interfaces**

**BETWEEN**

Brookfield Rail Pty Ltd

**AND**

The Shire of Cuballing

**AND**

The Commissioner of Main Roads/

Main Roads Western Australia

20/01/2014



## DOCUMENT CONTROL

Version	Date	Amended By	Details of Amendment
1.0	18/01/2013	Not Applicable	Original Issue
2.0	20/01/2014	Brookfield Rail	General revision. Responsibilities clarified. Background information added. Demarcation diagram revised. Reformatted.

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## INTERFACE AGREEMENT

Between the parties

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BR	<b>Brookfield Rail Pty Ltd</b> ABN 42 094 721 301 of 2-10 Adams Drive, Welshpool, Western Australia 6106
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Shire	<b>Shire of Cuballing</b> ABN 48 249 968 875 of 186 Campbell Street, Cuballing, Western Australia 6311
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MRWA	<b>Commissioner of Main Roads/Main Roads Western Australia</b> ABN 50 860 676 021 of Waterloo Crescent, East Perth, Western Australia 6004
------	--

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Background	<ol style="list-style-type: none"><li>1. Brookfield Rail Pty Ltd (BR) is the Rail Infrastructure Manager for the freight rail network in the southern part of Western Australia and is accredited for this purpose pursuant to Part 4 of the <i>Rail Safety Act 2010</i>.</li><li>2. The Shire of Cuballing is the local government body having charge of the roads and streets in its district and as such is the Road Manager of the local Public Roads (defined as secondary roads for the purposes of the <i>Main Roads Act 1930</i>) within its district.</li><li>3. The Commissioner of Main Roads has charge of main roads and highways (as defined in the <i>Main Roads Act 1930</i>) in Western Australia and as such is the Road Manager of main roads and highways. The Commissioner of Main Roads also has certain powers under the <i>Road Traffic Code 2000</i> with respect to the erection of traffic control signals and road signs (includes road markings), and additionally has agreements in place with local governments for certain maintenance aspects referred to in this Agreement.</li><li>4. Sections 64 and 66 of the <i>Rail Safety Act 2010</i> require the Road Managers of Public Roads and Rail Infrastructure Managers to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.</li><li>5. This Agreement comprises the Interface Agreement between the parties.</li></ol>
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The parties agree as follows:

## 1. PURPOSE

- 1.1 Public Road Managers and Rail Infrastructure Managers are required under sections 64 and 66 of the *Rail Safety Act 2010* to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
- 1.2 The parties to this Interface Agreement recognise the need for an open and collaborative approach to identify, assess and manage risks to safety associated with road and rail interfaces, and commit to fully co-operate in all aspects of that need.
- 1.3 This Agreement:
  - (a) Provides a framework within which the parties commit to co-operatively manage the identified safety risks;
  - (b) Sets out and describes the responsibilities of the respective parties to this Agreement relating to the Interfaces specified in Schedule 1; and
  - (c) Provides the mechanism to jointly manage risks for the safe operation of rail and road movements at the Interfaces specified in Schedule 1.
- 1.4 This Agreement relates solely to the responsibilities of each party in managing the safety risks at the Interfaces identified in Schedule 1 of this Agreement as amended from time to time. It does not address cost, or cost distribution of compliance. Existing agreements relating to liability for cost remain unchanged.
- 1.5 This Agreement relates to At Grade Crossing Interfaces only. Where a grade separated Interface exists (i.e. where a Road or Footpath crosses over or passes under any railway by means of a bridge, overpass, tunnel or subway), this will be dealt with by a separate Interface Agreement.
- 1.6 This Agreement relates to Public Roads only. Where an Interface exists with a road other than a Public Road, a separate Interface Agreement may be entered into with the Road Manager of that private road under section 65 of the *Rail Safety Act 2010*.

## 2. DEFINITIONS

The meanings of the terms used in this Agreement are set out below:

Term	Meaning
<b>Agreement</b>	This document including any schedules or annexures.
<b>ALCAM</b>	Australian Level Crossing Assessment Model – a tool used in the risk assessment of a Level Crossing.
<b>At Grade Crossing</b>	Where a Road or Footpath crosses a rail line at the same level.

<b>Carriageway</b>	A Road that is improved, designed or ordinarily used for vehicular traffic.
<b>Corrective Action Report</b>	A report that details specific actions designed to reinstate or maintain safety at a crossing and which identifies the entity responsible for the actions.
<b>Danger Zone</b>	The area encompassing the rail lines and extending 3 metres horizontally either side from the outer rails, including any distance above or below this area.
<b>Footpath</b>	An area that is open to the public that is designated for, or has as one of its main uses, use by pedestrians. This includes, but is not limited to, a shared path, dual use path and bicycle path.
<b>Incident</b>	An occurrence at or affecting an Interface, which has the potential to adversely impact or has resulted in an adverse impact to the safety of persons or infrastructure or Road or train operations.
<b>Interface</b>	The location where a rail line intersects or interacts with a Road or Footpath. For the purposes of this Agreement, this includes Level Crossings, Pedestrian Crossings and Mid-block Crossings.
<b>Interface Agreement</b>	<p>An agreement in writing about managing risks to safety identified and assessed under Part 4 Division 4 of the <i>Rail Safety Act 2010</i> that includes provisions for –</p> <ul style="list-style-type: none"> <li>(a) implementing and maintaining measures to manage those risks; and</li> <li>(b) the evaluation, testing and, where appropriate, revision of those measures; and</li> <li>(c) the respective roles and responsibilities of each party to the agreement in relation to those measures; and</li> <li>(d) procedures by which each party to the agreement will monitor compliance with the obligations under the agreement; and</li> <li>(e) a process for keeping the agreement under review and its revision.</li> </ul>
<b>Level Crossing</b>	An area where a Road and a railway meet at substantially the same level, whether or not there is a “level crossing” sign on the road at all or any of the entrances to the area.
<b>Mid-block Crossing</b>	An area where a Footpath crosses a railway not adjacent to a Level Crossing that includes a Carriageway.
<b>Pedestrian Crossing</b>	An area where a Footpath crosses a railway adjacent to a Level Crossing that includes a Carriageway.
<b>Public Road</b>	A Road as defined below.

<b>Rail Infrastructure</b>	<p>The facilities that are necessary to enable a railway to operate safely and includes, but is not limited to –</p> <ul style="list-style-type: none"> <li>(a) railway tracks, and associated track structures; or</li> <li>(b) service roads, signalling systems, communication systems, rolling stock control systems and data management systems; or</li> <li>(c) notices and signs; or</li> <li>(d) electrical power supply and electric traction systems; or</li> <li>(e) associated buildings, workshops, depots and yards.</li> </ul>
<b>Rail Infrastructure Manager</b>	<p>In relation to rail infrastructure of a railway, means the person who has effective management and control of the rail infrastructure, whether or not the person –</p> <ul style="list-style-type: none"> <li>(a) owns the rail infrastructure; or</li> <li>(b) has a statutory or contractual right to use the rail infrastructure or to control, or provide, access to it.</li> </ul>
<b>Road</b>	<p>Any highway, road or street open to, or used by, the public and includes every carriageway, footway, reservation, median strip and traffic island thereon.</p>
<b>Road Infrastructure</b>	<ul style="list-style-type: none"> <li>(a) the infrastructure which forms part of a road, footpath or shoulder, including – <ul style="list-style-type: none"> <li>(i) structures forming part of the road, footpath or shoulder; or</li> <li>(ii) materials from which a road, footpath or shoulder is made.</li> </ul> </li> <li>(b) the road-related infrastructure including infrastructure which is installed or constructed to – <ul style="list-style-type: none"> <li>(i) facilitate the operation or use of the road or footpath; or</li> <li>(ii) support or protect the road or footpath;</li> </ul> </li> <li>(c) all bridges, viaducts, tunnels, culverts, grids, approaches and other things appurtenant to the road or footpath or used in connection with the road or footpath.</li> </ul>
<b>Road Manager</b>	<p>In relation to a Public Road means a Local Government or the Commissioner of Main Roads. For the purposes of this Agreement, the Road Manager means that party identified as the Road Manager of each Interface set out in Schedule 1.</p>

### 3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement applies to the management of risks at the Interfaces specified in Schedule 1 and includes provision for the requirements of sections 64 and 66 of the *Rail Safety Act 2010*.

## 4. TERM OF INTERFACE AGREEMENT

- 4.1 This Agreement will commence on the date of execution by the last party.
- 4.2 This Agreement will be reviewed by the parties upon the earlier of:
- (a) a change in circumstance occurring in relation to any of the Interfaces specified in Schedule 1; or
  - (b) the 5 year anniversary of the date of commencement of this Agreement,

and in any event will be subject to ongoing review at least once every 5 years.

## 5. RESPONSIBILITIES OF PARTIES

### 5.1 Primary sources of responsibility

In addition to the *Rail Safety Act 2010* (WA), the parties to this Agreement have responsibilities for Interfaces which are derived from various sources and which include:

#### ***Railway Crossing Protection in Western Australia – Policy and Guidelines***

This document (prepared by Main Roads WA) outlines the level of control required at all railway Level Crossings in Western Australia.

#### ***Public Works Act 1902 (WA)***

##### **Maintenance of public roads at railway crossings and near railway stations**

Section 103(1) of the *Public Works Act 1902* provides that where a road or street crosses a railway on the level, the local authority having charge of the roads or streets in the district shall maintain the road and crossing on the railway, and for a distance on each side of 10 metres outside the railway.

not correct

#### ***Road Traffic Code 2000 (WA)***

##### **Power to erect traffic-control signals and road signs**

Regulation 297(1) of the *Road Traffic Code 2000 (WA)* empowers the Commissioner of Main Roads to *erect, establish or display, and alter or take down any road sign, road marking or traffic control signal* on a Public Road.

In the context of a Level Crossing, this includes approval for the level of control of:

- the regulatory GIVE WAY and STOP signs at passive crossings;
- regulatory traffic control signals including flashlights or boom barriers at active crossings;
- all warning signs including static and active advance warning signs;
- all road markings including holding lines, barrier centre lines and yellow box markings; and

- other complimentary signage such as speed zones, adjacent regulatory signs or traffic signals on roads.

***Rail Safety Act 2010 (WA)***  
**Safety management system**

In accordance with section 59 of the *Rail Safety Act 2010 (WA)*, BR, as an accredited Railway Infrastructure Manager has in place a safety management system in respect of its railway operations. As part of this safety management system it is a requirement that all persons accessing and/or working within the rail corridor must hold a Track Access Permit.

**5.2 Responsibilities**

Where not otherwise subject to separate agreement, the parties agree that each party to this Agreement will have the following responsibilities in respect of the Interfaces specified in Schedule 1:

**Main Roads Western Australia/Commissioner of Main Roads (MRWA)**

- Install and maintain the appropriate regulatory signs, warning signs, road markings and advance flashing warning panels on Public Road approaches to Level Crossings – excludes signage affixed to railway hardware.

**Road Manager – Local Government**

- Maintain the Road approaches up to three metres (3m) either side from the outside running rail.
- Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads (including on adjacent private properties if required) to provide requisite driver visibility sightlines on the approaches to railway Level Crossings.
- Notify the Rail Infrastructure Manager of any road works planned, either of a temporary or permanent nature, in the vicinity of a crossing. (See section 9 of this Agreement)
- Notify the Rail Infrastructure Manager of any change in land use adjacent to an Interface or any change in Level Crossing use.
- Report to MRWA any damaged and unserviceable line marking and signage associated with a Level Crossing identified during inspection in accordance with normal maintenance regimes.

**Rail Infrastructure Manager**

*negotiating with  
Brookfield Rail.*

- Install and maintain flashing lights and boom barriers, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) including any signage affixed to these devices.
- Provide control devices for advance warning signs.
- Undertake and maintain any vegetation clearing and/or removal of other physical obstructions within the Rail Corridor to provide adequate visibility on the approaches to railway Level Crossings.
- Maintain the roadway within three metres (3m) of the outside running rail.



**NOTE** that only accredited personnel holding a Track Access Permit are permitted to work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B).

#### **Reciprocal responsibilities of all parties**

- Notify each other party of material changes to usage of an Interface of which a party is aware. These changes may arise from things such as higher speed rail or road traffic, increased volume of rail or road traffic (for example arising from a changes in land usage or development) or change of road vehicle types or change to road designation (for example to an oversize vehicle route). If the parties identify a new risk (or increased level of an existing risk), the parties must, as appropriate reassess and manage these risks so far as is reasonably practicable.

## **6. AGREEMENT OF PARTIES**

6.1 Each party agrees to:

- (a) Commit to the highest standards of safety in performing its functions or conducting its business so far as is reasonably practicable;
- (b) Work co-operatively with the other parties, and with third party entities whose activities may give rise to risks at or near an Interface, to identify and assess risks at Interfaces and develop, implement and monitor measures to manage the risks;
- (c) Carry out the identification, assessment, allocation and management of risk in accordance with accepted risk management practice;
- (d) Commit to continued management of the Interface; and
- (e) Conform to the appropriate standards, policies and guidelines relevant to their respective operations.

## **7. IDENTIFICATION, ASSESSMENT AND MANAGEMENT OF RISK**

7.1 The Rail Infrastructure Manager and Road Manager have an ongoing obligation to identify and assess, so far as is reasonably practicable, risks to safety that may arise in relation to the Interfaces the subject of this Agreement.

7.2 Section 67 of the *Rail Safety Act 2010* (WA) provides that for the purpose of identifying and assessing the risks to safety at an Interface, a party may:

- (a) by itself identify and assess those risks; or
- (b) identify and assess those risks jointly with another party; or
- (c) adopt the identification and assessment of those risks carried out by another party to this Agreement.

7.3 As a minimum, the following must be carried out in respect of each Interface:

- Identify the type of Interface;
- Identify the location of the Interface;
- Identify the risks to safety at each Interface;
- Determine measures to manage, so far as is reasonable practicable, those risks; and
- Assign responsibility for the management measures determined to the appropriate party.

7.4 ALCAM has been designed for and is used as a tool for risk assessment of Level Crossings. Each crossing is assessed uniformly using a standardised procedure to gather crossing data. The model then provides a risk score for each Level Crossing which enables the comparison of relative risk across all crossings within a given group (locality/line etc.). This model has been or will be used to assess risks at Interfaces the subject of this Agreement.

7.5 Where there has been a material change in relation to an Interface and such change is likely to affect the ALCAM assessment obtained in respect of an Interface, then the parties must arrange for the Interface to be re-assessed.

7.6 Either party may, by notice in writing to the other, instigate a re-assessment where it is deemed necessary.

7.7 Following an ALCAM assessment, if any corrective action is required in respect of an Interface, a Corrective Action Report (or similar) may be prepared. This will outline the action required for mitigation or elimination of unacceptable risks identified and the party responsible for carrying out the action.

## **8. INCIDENT MANAGEMENT**

8.1 Rail Infrastructure Managers and Road Managers shall manage incidents wholly within their area of responsibility in accordance with each party's incident management plan.

8.2 Incidents affecting both Rail Infrastructure and Road Infrastructure across an Interface should be managed jointly and cooperatively by the parties.

8.3 The established information sharing protocols shall be followed during an emergency incident.

8.4 Unless required by law or to ensure safety, the parties shall not engage in any conduct that is likely to prejudice an investigation into an Incident and reserve the right to undertake timely inspection of any Rail or Road Infrastructure, rolling stock or other property of the respective parties damaged as a result of an Incident.

8.5 The Rail Infrastructure Manager shall report rail safety Incidents to the Office of Rail Safety under the terms of its accreditation.

- 8.6 In the case of major Incidents involving serious injury or death, the activities of the parties may come under the control of emergency services organisation as detailed in BR's Westplan.
- 8.7 Copies of BR's Westplan (State Emergency Management Plan for BR Emergencies) - are available on BR's Website: [www.brookfieldrail.com](http://www.brookfieldrail.com) and at the State Emergency Management Committee Website: [www.semc.wa.gov.au](http://www.semc.wa.gov.au)

## 9. WORKS

- 9.1 The parties acknowledge that any road or other works conducted in the vicinity of Interfaces can adversely affect the level of safety at that Interface.
- 9.2 In any case where any road or other works are likely to impact on the safety of rail operations, the Road Manager shall notify the Rail Infrastructure Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.3 The need for such notification will depend on the level of risk of the work to be undertaken and the proximity of the work activity to the Interface. As a general guide, the table below shows the minimum distances from the railway within which any road or other works should not proceed without prior notification to the Rail Infrastructure Manager. Contact details are provided in the Rail Infrastructure Manager Details section of this Agreement.

Speed Limit Km/h	Distance from railway (m)
<70	150
70 to 90	200
>90	300

- 9.4 Emergency maintenance works.
- 9.5 The parties will work cooperatively to minimise response times where emergency maintenance works are required to be undertaken at an Interface. Contact details of the applicable emergency contact personnel for each party is to be maintained by the respective parties in Appendix A.

## 10. PERSONNEL MANAGEMENT

### 10.1 Competency

Each party shall ensure that its workers carrying out activities in or about the Interface comply with the relevant safeworking procedures, rules and policies developed by the party or as detailed in their organisation specific conditions. Such procedures, rules and policies must be consistent with the party's obligations under all applicable Law.

## 10.2 Safe Access by other parties

Each party may make use of third parties under contract or otherwise to deliver any aspect of its operational or infrastructure obligations at or affecting the Interface.

The party engaging the service of a third party shall ensure that any personnel working in or about an interface is fully informed as to the requirements of working in such a locality including any required accreditation, documentation, training, site induction or similar provisions.

The parties will ensure that their respective contractors and subcontractors will comply with this Agreement when engaged in works to which this Agreement relates. In particular third parties must be made aware of the requirements relating to working in the "Danger Zone" as shown in Appendix B.

## 11. AMENDMENT

11.1 The parties may without formal amendment to this Agreement, amend Schedule 1 from time to time by written agreement to allow for Interfaces to be added or removed as required. An updated Schedule becomes effective when it is dated and signed by all parties.

11.2 The parties may without formal amendment to this Agreement, amend Appendix A as per Clause 14.3.

## 12. CHANGE OF OWNERSHIP

12.1 A party to this Agreement undergoing a change in ownership shall notify the other parties as soon as practicable. Contact details for each party are as specified in this Agreement.

12.2 The change of ownership of either a Rail Infrastructure Manager or Road Manager shall require the re-negotiation of this Agreement to identify the new owners and inform them of their responsibilities.

12.3 Rail Infrastructure Managers are obliged to meet all regulatory requirements for transfer or assignment of accreditation, including sections 56 and 57 of the *Rail Safety Act 2010* (WA)

## 13. AUDITING AND COMPLIANCE

### 13.1 Maintaining and Monitoring Compliance

(a) The parties shall be jointly responsible through their nominated representatives for maintaining and monitoring compliance with this Agreement.

- (b) In the event of an emergency, and it is not possible to comply with this Agreement, every effort shall be made by the non-complying party to consult with other parties to the Agreement to determine the best course of action to ensure the safest conduct of activities at the Interface.

#### 13.2 Register of Interface Agreements

In accordance with section 70 of the *Rail Safety Act 2010*, each party shall maintain a register of the Interface Agreements to which they are a party using their existing internal information and/or document management systems.

#### 13.3 Record of Corrective Action Reports

The parties shall keep a record of all Corrective Action Reports.

#### 13.4 Reporting Instances of Non-Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance officers of each party to be dealt with in accordance with their internal procedures.

#### 13.5 Safety Auditing Compliance

- (a) The Rail Infrastructure Manager shall conduct regular safety audits to ensure compliance with its requirements for accreditation under the *Rail Safety Act 2010*.
- (b) The Road Manager shall conduct regular safety audits to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the Shire's road network.
- (c) The parties shall jointly reassess the risk to safety of an Interface after a major Incident.
- (d) Should a party discover a defect in another party's infrastructure, the party making the discovery will use best endeavours to share the relevant details with the other party as soon as is reasonably practicable.

#### 13.6 Reciprocal Inspections and Audits

In the event the parties agree there is an issue adversely affecting Interface safety, the parties shall allow the conduct of relevant reciprocal inspections or audits to facilitate remedial action.

## 14. COMMUNICATIONS

- 14.1 The parties shall promptly notify each other of any occurrence or Incident which affects the responsibilities of any of the other parties to this Agreement in respect of an Interface.

- 14.2 Contact details for each party as identified in Appendix A are to be used in emergency situations or during normal course of business as appropriate.
- 14.3 All parties agree to regularly update Appendix A as changes occur. Updating of Appendix A can be carried out at any time by any Party for its own organisation without requiring approval from the other parties. The party amending its contact details shall forward to the other parties updated copies of Appendix A ensuring the Appendix A - Document Control table is appropriately updated prior to forwarding.

## **15. DISPUTE RESOLUTION**

- 15.1 The parties agree to resolve all disputes in good faith.
- 15.2 Should a dispute arise between the parties in connection to this Agreement, a party may issue a written notice of dispute to the other party or parties.
- 15.3 Within a reasonable period of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.
- 15.4 If the senior officers are unable to resolve the dispute, Chief Executive Officers of the parties shall meet or communicate as soon as is practicable to attempt to resolve the dispute.
- 15.5 If the dispute is not resolved, then either party may refer the dispute to mediation by a single mediator by giving notice in writing to the other party or parties. If the parties are unable to agree upon the mediator and the mediator's remuneration, the mediator will be the person appointed by and the remuneration of the mediator is the amount determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter). Each party will bear its own costs relating to preparation and attendance at mediation, with the costs of the mediator being borne equally by the parties.
- 15.6 Failing resolution of the dispute at mediation, it will be open to any party to the dispute to commence legal proceedings.

## EXECUTION PAGE

This Interface Agreement is signed and witnessed on behalf of Brookfield Rail Pty Ltd by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of the Shire of Cuballing by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of Main Roads Western Australia by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## SCHEDULE 1

### LIST OF RAIL AND ROAD INTERFACES

No	Road Name	Type of Interface	Road Number	Rail Line and kms from datum of the Level Crossing	Description of Crossing	Rail Infrastructure Manager responsible	Road Manager responsible
1	Treforts Road	Road/rail crossing	405 0076	Line 31 - 132.462km	Stop Signs	Brookfield Rail	Shire of Cuballing
2	Karping Road	Road/rail crossing	405 0132	Line 31 - 133.132km	Give Way Signs	Brookfield Rail	Shire of Cuballing
3	Bunmulling Road	Road/rail crossing	405 0008	Line 31 - 142.455km	Stop Signs	Brookfield Rail	Shire of Cuballing
4	Candys Road	Road/rail crossing	405 0069	Line 31 - 149.778km	Give Way Signs	Brookfield Rail	Shire of Cuballing
5	Cowcher Street	Road/rail crossing	405 0021	Line 31 - 151.675km	Stop Signs	Brookfield Rail	Shire of Cuballing
6	Provides access to a road accessing a sub-division.	Road/rail crossing	Unknown	Line 31 - 155.303km	Give Way Signs	Brookfield Rail	Shire of Cuballing
7	Provides access to a road accessing a sub-division.	Road/rail crossing	Unknown	Line 31 - 156.937km	Give Way Signs	Brookfield Rail	Shire of Cuballing
8	Watsons Road	Road/rail crossing	405 0067	Line 31 - 159.832km	Stop Signs	Brookfield Rail	Shire of Cuballing
9	Campbell Street	Road/rail crossing	405 0140	Line 31 - 161.519km	Flashlights	Brookfield Rail	Shire of Cuballing
10	Darcy Street	Road/rail crossing	405 0139	Line 31 - 161.962km	Stop Signs	Brookfield Rail	Shire of Cuballing
11	Chungamunning Road	Road/rail crossing	405 0050	Line 31 - 164.829km	Stop Signs	Brookfield Rail	Shire of Cuballing



## APPENDIX A

### RAIL INFRASTRUCTURE MANAGER DETAILS

Brookfield Rail Pty Ltd  
2-10 Adams Drive  
WELSHPOOL WA 6106  
General: 08 9212 2800  
Emergency: 1300 087 246 (BR Train Control)  
OHS: (08) 9212 2933 (Safety & Environment Co-Ordinator)

### ROAD MANAGER DETAILS

The Shire of Cuballing  
186 Campbell Street  
CUBALLING WA 6311  
General: 08 9883 6031

### MRWA DETAILS

Main Roads Western Australia  
Waterloo Crescent  
EAST PERTH WA 6004  
General: 13 81 38  
Emergency: 13 81 38

Appendix A – Document control		
Amended by	Date	Distributed to the following contacts of other parties

A++









### **9.2.103 SHIRE OF CUBALLING COMMON SEAL**

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<b>Location/Address:</b>	22 Campbell Street, Cuballing
<b>Date:</b>	13 March 2014
<b>Reporting Officer:</b>	Nicole Gould, Administration Officer
<b>Enabling Legislation:</b>	Local Government Act 1995
<b>Council Policy:</b>	3.11
<b>Budget Implications:</b>	Nil
<b>File Reference:</b>	Administration 18
<b>Voting Requirements:</b>	Simple Majority

#### **Background**

It is a requirement that the use of the Common Seal of the Shire of Cuballing be endorsed by Council.

#### **Comment**

During the previous month the Shire President and/or Chief Executive Officer witnessed the affixing of the Shire of Cuballing Common Seal to the following document:

- Confidential item 9.2.93 (February 2014)

#### **COUNCIL DECISION:**

**That Council endorses the affixing of the Shire of Cuballing Common Seal to the Confidential item 9.2.93 (February 2014)**

**Moved: Cr Dowling**

**Seconded: Cr Newman**

***Carried 6/0***

**Location/Address:** Whole of shire  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Local Government Act 1995as amended  
**Date:** 13 March 2014  
**Council Policy:** Nil  
**Budget Implications:** Dependant on Decision  
**File Reference:**  
**Voting Requirements:** Absolute Majority

### Background

As a result of reductions in grant funding and a request from the Town of Narrogin to increase its contribution towards the Regional Library, Council made the following decision in March 2013:

**That:**

**1. Council Advise the Dryandra Country Visitors Centre (DCVC) that \$3000 will be made available for the 13/14 financial year providing DEC makes a substantial contribution to DCVC and that Council is not in a position to make a commitment for future funding at this time.**

**Moved: Cr Conley**

**Seconded: Cr Newman**

***Carried 6/0***

Following a presentation to Council recently, correspondence has been received from DCVC requesting a financial contribution of \$5,500 towards the employment of the Visitor Centre Manager. An additional \$5,000 is requested to fund a planned marketing strategy with Australia's Golden Outback. The strategy is scheduled to commence this year.

### Comment

Nil.

### OFFICER RECOMMENDATION:

**For Council consideration.**

**Moved**

**Seconded**

**COUNCIL DECISION:**

**That the Shire of Cuballing advise Dryandra Country Visitor Centre:**

- 1. We are prepared to pay \$2500 towards the wages of the Visitor Centre Manager for the 2014/15 financial year, based on a perception that ratepayers did not receive value for money in the past;**
- 2. Funding for the 2015/16 financial year will be considered at a later date; and**
- 3. We are not prepared to contribute to the Australia's Golden Outback Marketing Strategy.**

**Moved: Cr Ballantyne**

**Seconded: Cr Dowling**

***Carried by Absolute Majority 6/0***



10 MAR 2014

COPY

Ph: 9881 2064 Fax: 9881 2094

Email: [narrogin.tourist@westnet.com.au](mailto:narrogin.tourist@westnet.com.au)

Eva Haydon  
Chief Executive Officer  
Shire of Cuballing  
Campbell Street  
CUBALLING 6311

Dear Eva,

Financial Support for Dryandra Country Visitor Centre 2014/15

The Dryandra Country Visitor Centre acknowledges and thanks the Shire of Cuballing for their past financial support towards the employment and administration costs of the Visitor Centre.

Following our presentation to council recently on the progress we have made over the past six months and the benefits of working together as a region, we would appreciate your financial contribution of \$5,500 in 2014/15 toward the employment of the Visitor Centre Manager.

We consider the advantage of a regional approach to tourism is an economic benefit to all Dryandra stakeholders. More recently at your Community Consultation Workshop it was identified by 44 respondents – the second highest response - on the subject of "Promotion of Cuballing" that strategies for promoting the Shire of Cuballing were essential to further development of the area.

The Shire of Cuballing has unique attractions to the region including Dryandra Woodlands, Yornaning Dam, Popanyinning and Cuballing town-sites and the Visitor Centre is proud to promote this to visitors to this region. Our future strategies and marketing plans are aimed at increasing tourism to this region and we consider this will benefit local business and the community overall.

In respect to the planned marketing strategy with the Australian Golden Outback, we have already received funding support from current stakeholders and seek your support for \$5,000 to fund this marketing plan that is scheduled to commence this year.

We are happy to provide further details if required and welcome Shire representation at our future meetings.

Yours sincerely

Neil Butterworth  
President DCVC Committee  
March 2014

## 9.2.105 GREAT SOUTHERN REGIONAL WASTE GROUP

**Location/Address:** Whole of shire  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Local Government Act 1995as amended  
**Date:** 13 March 2014  
**Council Policy:**  
**Budget Implications:**  
**File Reference:**  
**Voting Requirements:** Absolute Majority

### Background

Council has been a member of the Great Southern Regional Waste Group (previously known as the Wagin Group) for a number of years. In May 2013 the following item was presented to Council:

#### **9.2.74 REGIONAL WASTE SITE**

**Location/Address:** Whole of shire  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Local Government Act 1995as amended  
**Council Policy:** Nil  
**Budget Implications:** Contribution towards land purchase  
**File Reference:**  
**Voting Requirements:** Absolute Majority

#### **Background**

The Wagin Group of Councils last met on the 15<sup>th</sup> February where a motion was carried that the Group engage a lawyer (Barrister/Solicitor) to draw up an appropriate MOU that is acceptable to both the landowners and Group members for the purchase of land suitable for a regional landfill site, conditional with the relevant approvals. The draft of the MOU has been circulated for comment/modification and all parties' changes have been included in the final document. The document is now offered for signature with a landowner's deadline of 30 days (11<sup>th</sup> May, 2013) included.

The Wagin Group of Councils Strategic Waste Project Manager has continued to keep the project moving towards fruition.

It was anticipated that within the financial year, the following project milestones will be achieved

1. Regional Landfill Site selected
2. Negotiations concluded with landowner on costs
3. A legal agreement between member councils drawn up
4. DEC application submitted
5. Firm capital costs established
6. Draft operating procedures created

#### **Comment**

A site suitable for the Groups needs has been sourced. The site will require subdivision and planning approval from the local government concerned. The Groups proposals for the development of the site has been discussed with the DEC at a meeting in Northam and we were issued with a check sheet that the Works Approvals would require to be completed. The requirements of the DEC appear achievable for the site.

Development costs are not known at this stage, however Council may be looking at a minimum of \$100,000 expenditure requirements for the initial purchase of the land (assuming 10 Councils commit to the project) and associated development costs, fencing, weighbridge, monitoring bores etc.



**That :**

- 1 The President & CEO be authorised to sign the attached MOU for the Strategic Waste Project with due consideration that it will involve an equal share for future land acquisition from participating Local Governments in the 2013-2014 Budget;**
- 2 Budget provision be made for the purchase of the land and associated development costs.**

**Moved Cr Haslam**

**Seconded Cr Conley**

***Carried by Absolute Majority 5/0***

Subsequent meetings have been held (Minutes of last meeting attached) and a meeting with the Department of Environment Regulation (DER) in Northam resulted in the indication that the site in Cuballing appeared to tick all the boxes for suitability and as such a formal Works Approval application is being prepared for submission.

Separately, the Shire of Wagin has been producing some indicative figures of expected costs to establish the new site in Cuballing, costs to establish the current refuse sites as transfer stations and expected charges to get the waste to the regional site (freight costs- attached).

Costs for the Shire of Cuballing are expected to be \$36,380 based on estimated tonnage of putrescible waste delivered to the site. Additional costs would be incurred as a result of recyclables, green waste, steel and other refuse delivered to the transfer stations and existing refuse sites.

Management of the additional refuse will require additional discussion and planning in order to minimise these costs.

At this stage, a commitment of up to \$80,000 (based on nine Councils participating) per Council is required to purchase the land, engage professional advice for preparation of the Works Approval and subdivision, and establishing the basic requirements for the regional waste site.

A grant of \$20,000 per Council is available for the establishment of transfer stations, however any additional costs must be met by Council.

### **Comment**

All nine Councils, currently members of the group, have varying life expectancies of their waste sites and it is becoming increasingly difficult to comply with Government legislation regarding the operation of refuse sites. Each breach of legislative compliance could incur a penalty of \$50,000 should DER choose to prosecute.

The selected site has a potential life span of more than fifty years, and as it will not be available for public access, compliance with legislation will be managed.

Council has budgeted \$35,000 for the establishment of the regional site and the Refuse site reserve has a balance of \$56,000 at June 2013.

## MEMORANDUM OF UNDERSTANDING

### Parties to MOU

The Wagin Voluntary Group of Councils (WVGC), which comprises the Shire of Cuballing, Shire of Dumbleyung, Shire of Lake Grace, Shire of Narrogin, Town of Narrogin, Shire of Pingelly, Shire of Wagin, Shire of Wandering, Shire of West Arthur, Shire of Wickpin and the Shire of Williams located at: 2 Arthur Road, Wagin WA 6315

#### AND:

Peter John Dowdell and Heather Mary Dowdell (the Land Owners) located at: 3118 Wandering Narrogin Road, Cuballing WA 6311

### Purpose

1. The purpose of this Memorandum of Understanding (MOU) is to formalise the agreement of the parties that they have already negotiated in relation to the offer to purchase approximately 75 hectares of land, for a landfill site (the landfill site), identified as part of 23P39761 being part of Lot 23 Nebrikinning Road, Cuballing WA on Plan 39761 and as marked on the Landgate and subdivision images attached (the Land).

### Objective

2. The objective of the MOU is to demonstrate in writing through a formal agreement between the parties that WVGC is prepared to offer \$375,000 for the purchase (the purchase) of the Land subject to:
  - a. A Works Approval being obtained from the Department of Environment and Conservation for the construction of the landfill site on the Land;
  - b. The approval for Subdivision/Amalgamation being obtained from the Western Australian Planning Commission;
  - c. Planning/Development Approval for the operation of the landfill site being obtained from the Shire of Cuballing.

### Obligations of WVGC

#### WVGC:

3. Will be seeking a Department of Environment and Conservation landfill licence for the disposal of putrescible waste which restricts the landfill site to the disposal of Municipal Solid Waste;
4. Agree that landfill site will not be used for the disposal of green waste;
5. Expect the life of the landfill site to be 30-50 years;
6. Acknowledge that any future use of the landfill site will be constrained by the Shire of Cuballing Town Planning Scheme;
7. Will abide by the Department of Environment and Conservation conditions of the Licence and Works Approval for the landfill site;
8. Will erect and/or maintain boundary fences at the landfill site in accordance with the *Dividing Fences Act 1961*;
9. Will provide a buffer around the landfill site as per the Landfill Licence conditions;
10. Acknowledge that the Site Management Plan will restrict general public from accessing the site;
11. Will hold normal insurance coverage, including public liability, in line with local government contemporary practices;

12. Will initiate the Public Consultation process on the proposal as soon as practicable following the signing of the MOU by all the parties;
13. Will meet all costs relevant to the surveying, subdivision title transfer and purchase, development and fencing of the Land;
14. Will exercise due diligence in a meaningful time frame;
15. Will pay and meet all expenses associated with the above.

#### **Obligations of The Land Owners:**

##### **The Land Owners:**

16. Accept that significant processes are required to be completed to allow the Land to be used as a landfill site;
17. Will retain the Land for sale to the WVGC for the purpose of a landfill site whilst this MOU remains current;
18. Do by this MOU pledge their right title and interest in the Land so as to create a caveatable interest in the Land for the WVGC.

#### **Mutual Obligations of both parties:**

19. They will use their best endeavours and fully collaborate to have the abovementioned approvals in place within 180 days from the date of this MOU, on the basis that this MOU is of no legal effect and cannot achieve legal status unless it is executed by all parties by 11 May 2013;
20. They agree that the progress of the processes required is to be reviewed at the conclusion of that 180 day period;
21. They agree that if at the end of that 180 day period one or more of the abovementioned Works Approval, approval for Subdivision/Amalgamation and Planning/Development approvals has or have been denied, the parties are thereupon discharged from further proceeding with the purchase, except that WVGC is to lodge a withdrawal of any caveat lodged by WVGC against the title to the Land within the ensuing 30 days;
22. They agree that if by the end of that 180 day period none of the abovementioned Works Approval, approval for Subdivision/Amalgamation and Planning/Development approvals have been denied and one or two of those approval processes are still continuing, the parties will extend the process of seeking those approvals by a further 90 days;
23. They agree that if by the end of that 90 day period one or more of the abovementioned Works Approval, approval for Subdivision/Amalgamation and Planning/Development approvals has or have been denied or still not given, the parties are thereupon discharged from further proceeding with the purchase, except that WVGC is to lodge of withdrawal of any caveat lodged by WVGC against the title to the Land within the ensuing 30 days;
24. They agree that if during the said 180 days or during the said further 90 days all required approvals have been obtained, the parties are thereupon to proceed to settlement within the 28 days from the date of the last of those approvals within the relevant period. At settlement WVGC will provide the Land Owners with a bank cheque for \$375,000.00 in exchange for receiving from the Land Owners the duplicate certificate of title for the Land and a registrable transfer of the Land in favour of all the local government councils that comprise WVGC, as tenants in common in equal shares.

This Memorandum of Understanding is dated 11 day of June, 2013, is executed as a Deed and is witnessed as follows:

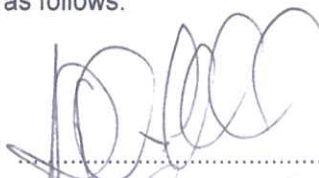

**The Land Owners:**

Peter John Dowdell

Heather Mary Dowdell

Witness

Witness Name & Address

  
.....  
  
.....

WILLIAM JOHN CASE  
.....

52 UPLAND ST WAGIN WA 6315  
.....

**The Wagin Voluntary Group of Councils:**

**Shire of Cuballing**

President

CEO

  
.....  
  
.....



**Shire of Dumbleyung**

President



CEO

  
.....  
  
.....

**Shire of Narrogin**

President

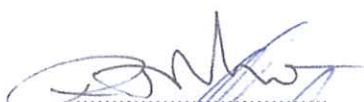

CEO

  
.....  
  
.....

**Town of Narrogin**

Mayor

CEO

  
.....  
  
.....

### Shire of Pingelly

President



CEO

### Shire of Wagin

President



CEO

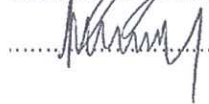


### Shire of Wandering

President

 22.5.2013.

CEO

 22.5.2013

### Shire of Wickpin

President

 STEVEN J MARTIN

CEO

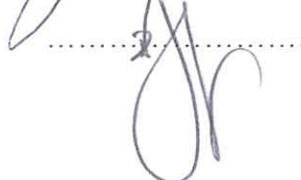
 MARK J HOOK.

### Shire of Williams

President



CEO



## 12.8

PROPONENT:	Great Southern Regional Waste Group
OWNER:	
LOCATION/ADDRESS:	Nebrikinning Road, Cuballing
AUTHOR OF REPORT:	Great Southern Regional Waste Group Executive Officer
SENIOR OFFICER:	
DATE OF REPORT:	9 <sup>th</sup> March 2014
PREVIOUS REPORT(S):	
DISCLOSURE OF INTEREST:	
FILE REFERENCE:	
ATTACHMENTS:	

### BRIEF SUMMARY:

A request from the Great Southern Regional Waste Group to Council to commit ongoing funds to establish a regional refuse site to service those Local Governments that make up the group.

### BACKGROUND:

In ??? Frank Bowman produced a report, the "Bowman Report" into the state of the refuse sites contained within 12 local governments.

The local governments included Lake Grace, Woodenilling, West Arthur, Wagin, Shire of Narrogin, Town of Narrogin, Pingelly, Wickepin, Wandering, Williams, Cuballing and Dumbleyung.

The report was very extensive and made a number of critical points and recommendations.

Chief among them was that the 12 local governments had an extraordinary amount of refuse sites between them and that all had problems with the management of the sites and varying levels of compliance with Department of Environment Regulations.

One of the recommendations was that a large number of the satellite tips should close down and that the group should look at establishing a "Regional Refuse Site" to take the waste from all of the participating LG's.

This would involve retaining the main or nominated refuse site in each LG to be converted to a transfer station to remove putrescible waste to the regional site and the other materials that are collected (scrap metal, asbestos, green waste, waste oil etc) could be handled at the LG's site.

The "Bowman Report" was funded by the State Government.



Since the "Bowman Report", three of the Local Governments have pulled out of the group – these being Lake Grace, Woodenilling and West Arthur.

The remaining 9 Councils have been putting \$5,000 per year to keep the group going and to try and establish a regional refuse site.

#### COMMENT:

A significant amount of work has been going on to try and establish a regional refuse site.

A lot of the work has been concentrated within the Shire of Wagin, which took on the mantle as the lead agency.

Wagin Shire has also been the "treasurer" for the group and has collected and disbursed funds as necessary.

In addition, Wagin has investigated several sites within the Shire for potential use as the regional refuse site. For various reasons, none of the sites has proved useful.

Another site that showed some promise was in Tarwonga, in the Shire of Narrogin. This site had soil samples taken and analysed and showed promise.

About this time the group was beginning to formulate a management structure and discussed how the land might be purchased.

However the land owner pulled out of the deal and the group was again left looking for a suitable site for the regional refuse site.

A piece of land then became available within the Shire of Cuballing.

This site has been drilled to establish the geotechnical and geological formation and water depth and type.

More importantly, the owners are keen to sell the land for the use of a refuse site.

This has resulted in a Memorandum of Understanding being signed by the owners and the 9 local governments still in the group, to purchase the site being offered, for use as a regional refuse site to take "putrescible municipal solid waste".

The report has been compiled and shows great promise.

Essentially it shows the clay being  $10^{-1}$  which is a minimum requirement for a refuse site. As importantly, the water table has been shown to be metres below the expected depth of any trench used for waste disposal.

A meeting has been held with the Department of Environment Regulation in Northam between the manager of the Department and the report's author (Landform Research) and members of the lead agency, the Shire of Wagin.

The result of the meeting indicated that the site in Cuballing appeared to tick all the boxes for suitability and as such a formal Works Approval application is being compiled for submission.

Separately, the Shire of Wagin has been producing some indicative figures of expected costs to establish the new site in Cuballing as a regional refuse site, costs to establish the current refuse sites as transfer stations and expected charges to get the waste to the regional site (freight).

A template has been produced in which each local government can input its own figures to establish what it will cost each Council to develop the new site and other inputs to operate a regional site as compared to individual refuse sites.

At this point in time, for the group to progress, it requires a commitment of up to \$80,000 per Council.

This money will be used for professional advice (e.g Works Approval application, Town Planning advice), subdivision, setting up the regional waste site.

There will be additional expenditure not included within the \$80,000 for such things as setting up transfer stations (there is a grant of \$20,000/ each LG for this), freight of waste to the regional site and other contingencies not allowed for or unseen at this point in time.

#### CONSULTATION/COMMUNICATION:

Landform Research  
Department of Environment Regulation  
Nine CEO's of participating Councils  
Councillors of participating Councils

#### STATUTORY/LEGAL IMPLICATIONS:

N/A

#### POLICY IMPLICATIONS:

N/A

#### FINANCIAL IMPLICATIONS:

At this point in time, \$80,000 to keep progressing the regional waste site.

There might be further expenditure required as the site develops, however it is felt that the contribution of \$80,000 by each Council will significantly cover expected costs.

This figure does not include setting up transfer stations or freight of waste to the regional site by each LG.



It also does not allow for management of the new site and this figure won't be known until tenders to run the site are called for.

#### STRATEGIC IMPLICATIONS:

The amount of funds being asked for is significant and will show whether this local government is committed to the establishment of a regional waste site.

It can be seen that it is not a cheap exercise and there can be no doubt that it is more expensive than running the Shire tips as they are.

What needs to be remembered is all of the 9 participating Councils have varying life expectancies of their tips – some have quite a considerable life left and some very little.

What cannot be disputed is that none of the Councils would be complying fully with Government legislation regarding refuse sites and each breach could incur a penalty of \$50,000, if the DER was to prosecute.

The group has established a site that has the potential to take all of the waste for 50+ years and if managed properly, will comply with DER requirements.

This will also permit the transfer stations to be more cleanly run and acceptable to the community.

If a local government does not commit to continuing (does not commit the funding), it may well find itself having to go through the exercise itself later on as an individual or perhaps being able to use the regional site, but at a premium cost.

#### VOTING REQUIREMENTS:

Absolute Majority

#### OFFICERS RECOMMENDATION

Moved: Cr.

Seconded: Cr.

That the Shire of Wagin commits an amount of \$80,000 in the 2014/2015 budget towards the ongoing establishment of a regional refuse site at Nebrikinning Road in the Shire of Cuballing.

7 F/W  
14 weeks  
@ \$45,000/FW  
415,000

## 9.2.106 DRYANDRA SUBREGIONAL NEEDS STUDY

---

**Location/Address:** Whole of shire  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Local Government Act 1995as amended  
**Date:** 13 March 2014  
**Council Policy:** Nil  
**Budget Implications:** Dependant on Decision  
**File Reference:**  
**Voting Requirements:** Simple Majority

### Background

Council was approached in early 2012 regarding an aged care needs study. A contribution of \$5,000 was sought to assist the Wheatbelt Development Commission to fund the study. During this time, Council was funding a WANDRRA claim (as a result of the previous year's storm events) and whilst Sundry Debtors were over \$800,000 for a considerable number of months, cash flow was very tight due to the slow payment of our WANDRRA claims by Federal and State Government departments.

### Comment

At the time, Council was a part of the Cuballing Narrogin Regional Transition Group and staff and Councillor time was at a premium. Consequently the Shire of Cuballing was not a part of the study.

The Shire of Narrogin has written to the Wheatbelt Development Commission regarding the fact that there is no reference to the community of the Shire of Cuballing, particularly as "the Dryandra sub region analysis mentions the relationship the local governments in this sub region have with Narrogin being the main provider of aged support and care services. Cuballing should be mentioned as one of those communities."

The study indicates that the additional aged care services will need to be developed in the Dryandra subregion, higher levels of assistance and an acute need for dementia specific care and expertise.

This is not news to anyone that lives in the region and it is disappointing that Narrogin Cottage homes missed out on funding for dementia specific care last year.

### OFFICER RECOMMENDATION:

**That Council write to the Wheatbelt Development Commission supporting the Shire of Narrogin request to have the Shire of Cuballing population included in the report.**

**Moved: Cr Newman**

**Seconded: Cr Ballantyne**

*Carried 6/0*

SHIRE OF NARROGIN  
43 FEDERAL STREET, NARROGIN 6312



Inquiries: Geoff McKeown

27 February, 2014

Ms Pip Gooding  
Regional Manager, Wheatbelt South  
Wheatbelt Development Commission  
PO Box 258  
NARROGIN WA 6312

Attn: Lauren Clarke

Dear Pip,

**Wheatbelt Aged Support and Care Solutions Report**

The Draft Wheatbelt Aged Support and Care Solutions Report was considered by Council at its last meeting held on the 20<sup>th</sup> February 2014. At the request of the Wheatbelt Development Commission all local governments were asked to sign off on the Report.

The Shire of Narrogin has endorsed the report and supports the steps proposed for its adoption and implementation.

However, the Council wishes to draw attention to a deficiency in the Report where there is no reference to the community of the Shire of Cuballing. During the preparation of the Report this matter was raised by the Shire of Narrogin and the response from the Consultant was that the Report did not go into specifics of each local government. Further, that the analysis of the Shire of Cuballing, including its demographics, has been included within the Dryandra sub-regional analysis, which complements the full Report.

Whilst this point is acknowledged, anyone reading the report will not see any reference to Cuballing. For example, in the Report Summary there is a comparative analysis of the Wheatbelt sub-regional care services. The Dryandra sub region analysis mentions the relationship the local governments in this sub region have with Narrogin, being the main provider of aged support and care services. Cuballing should be mentioned as one of those communities.

Despite the Consultant indicating that the Shire of Cuballing has been included in the analysis it does not even get a mention as one of the local government forming the Dryandra sub-region. I refer you to Page 29 where the eight sub regions are described.

# Report a 'good sign' for aged care future

■ **Pia van Straalen**

The Wheatbelt Development Commission has drafted a report into the provision of quality support and care for older citizens in the community, thanks to assistance from local governments across the region.

The Wheatbelt Aged Care Solutions report identified difficulties for older people to receive appropriate care in their communities and acknowledged the elderly often had to leave their communities to receive appropriate care.

Through community consultation and conversations with service providers, 44 Shires in the Wheatbelt participated in the study with external consultants Verso since April 2012.

The report was endorsed by

the Shire of Narragin in February and the motion was expected to be passed at all involved Shires.

The report adheres to eight principles including supporting aged people to remain in their communities, identifying existing and required infrastructure and providing a range of action to implement solutions.

Narragin Cottage Homes and Karinya Residential Care chief executive Julie Christensen said the draft report was a good sign for the future of aged care.

The report found the Dryandra sub-region relied on Narragin for its range of services and the range of aged care varied across the region.

"We do that so well because people from all around come to Narragin already to do their

shopping, so having services here is not as daunting as having them in the metro area," Mrs Christensen said.

The report stated the sub-region had a small number of residential care beds above the Commonwealth planning ratio but a further 40 beds would be needed in the next 15 years to retain that ratio.

It also stated it was likely a refurbishment of the largest residential facility in Narragin would be necessary.

Mrs Christensen said she was hopeful that would mean a dementia facility would be built.

"One would hope that now we have a whole of project report pulled together if we do start the path to create the investment we can do so in a structured way ... it would service a region," she said.

## Waste disposer does offer recycling

In our page 3 story "Town calls for recycling contractor" (27/2), we incorrectly published that Great Southern Waste Disposal does not offer recycling facilities.

The company does have recycling

facilities and does offer a recycling service, however it does not form part of the company's current contract for kerbside general waste collection in the Town of Narragin.

We apologise for the error.



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## 9.2.107 ELECTORS' GENERAL MEETING

---

<b>Location/Address:</b>	Shire of Cuballing
<b>Reporting Officer:</b>	Nichole Gould
<b>Enabling Legislation:</b>	Local Government Act 1995
<b>Council Policy:</b>	Nil
<b>Budget Implications:</b>	Nil
<b>File Reference:</b>	Finance 6
<b>Voting Requirements:</b>	<b>Absolute Majority</b>

### Background

Anderson Munro & Wyllie completed their final on-site Audit of Council's functions and operations for the 2012/2013 Financial Year in February 2014.

### Comment

The Annual Report will be presented to Council for acceptance at the March meeting and the Electors' General Meeting must be held within 56 days of the acceptance of the Annual Report.

### OFFICER RECOMMENDATION:

That:

**The 2014 Electors' General Meeting be held at 2.00pm on Thursday 17 April 2014 at the Shire of Cuballing Council Chamber.**

**Moved:**

**Seconded:**

### COUNCIL DECISION:

That:

**The 2014 Electors' General Meeting be held at 6.00pm on Thursday 17 April 2014 at the Shire of Cuballing Council Chamber.**

**Moved: Cr Haslam**

**Seconded: Cr Dowling**

***Carried by Absolute Majority 6/0***

10. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

11. OTHER URGENT BUSINESS

**COUNCIL RECOMMENDATION:**

That the urgent business items 11.1.48 and 11.1.49 be considered.

Moved: Cr Haslam

Seconded: Cr Newman

*Carried 6/0*

## 11.1.48 PERMISSION TO RESIDE IN CARAVAN

---

**Location/Address:** Lot 278 Campbell Street Cuballing  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Caravan & Camping Regulations  
**Date:** 26 March 2014  
**Council Policy:** Nil  
**Budget Implications:** Nil  
**File Reference:**  
**Voting Requirements:** Simple Majority

### Background

Mr & Mrs C Van Empel are in the process of building a dwelling on the abovementioned lot.

They currently reside in Collie and travel to Cuballing each weekend and during school holidays to continue the building work. Daily commuting over a weekend and during holidays is resulting in a shorter day's work on their dwelling and as a result they have requested permission to stay overnight in their 29' caravan which is situated on their land.

To date the wall frames, roof and floors have been completed.

### Comment

The caravan in question is equipped with ablutions and solar power and the Caravan & Camping.

Legislation provides the following:

Written approval may be given for a person to camp on land referred to in subregulation (1)(a) for a period specified in the approval which is longer than 3 nights —

- (a) by the local government of the district where the land is situated, if such approval will not result in the land being camped on for longer than 3 months in any period of 12 months;
- (b) by the Minister, if such approval will result in the land being camped on for longer than 3 months in any period of 12 months; or
- (c) despite paragraph (b), by the local government of the district where the land is situated —
  - (i) *If such approval will not result in the land being camped on for longer than 12 consecutive months; and*
  - (ii) *If the person owns or has a legal right to occupy the land and is to camp in a caravan on the land while a permit has effect in relation to the land.*

**COUNCIL DECISION:**

**That Mr & Mrs C Van Empel be permitted to reside in their caravan, situated on Lot 278 Campbell Street, for a period of three months from 27 March 2014.**

**Moved: Cr Haslam**

**Seconded: Cr Dowling**

***Carried 6/0***



#### 11.1.49 APPOINTMENT OF BUILDING SURVEYOR

---

**Location/Address:** Whole of shire  
**Reporting Officer:** Eva Haydon – Chief Executive Officer  
**Enabling Legislation:** Local Government Act 1995 as amended  
**Date:** 26 March 2014  
**Council Policy:** Nil  
**Budget Implications:** Dependant on Decision  
**File Reference:**  
**Voting Requirements:** **Absolute Majority**

##### **Background**

The Shire of Cuballing Health Building Surveyor, Alan Ramsay resigned at the end of February this year due to increased attention required for his building business.

Alan has agreed to carry out septic tank approvals and inspections on an as needs basis for a few weeks until a health surveyor is appointed.

##### **Comment**

The Town of Narrogin has agreed to contract out Mr Darryle Baxter's services as a building surveyor and he will attend on a fortnightly basis.

The Local Government Act and the Building code require the authorisation of the Building Surveyor to act on Council's behalf.

Council's current delegation authorises the CEO to deal with all building license approvals and prosecutions.

It is intended that the following be sub delegated to the Building Surveyor:

- 1 All Class 1 and 10 buildings in accordance with the Shire of Cuballing Town Planning Scheme; and
- 2 All Class 10A and 10B buildings in accordance with the Shire of Cuballing Town Planning Scheme.

All other applications exceeding wall height, area and material provisions in the Town Planning Scheme will be referred to Council for discretionary approval.

##### **COUNCIL DECISION:**

**That the appointment of Mr Darryle Baxter as Building Surveyor for the Shire of Cuballing be authorised.**

**Moved: Cr Newman**

**Seconded: Cr Ballantyne**

***Carried by Absolute Majority 6/0***

**12. NEXT MEETING**

Thursday 17 April 2014, commencing at 3.00pm

**13. CLOSURE OF MEETING**

There being no further business, the meeting closed at 6.05pm