



**Shire of Derby /
West Kimberley**

AGENDA

Ordinary Council Meeting Thursday, 31 October 2019

I hereby give notice that an Ordinary Meeting of Council will be held on:

Date: Thursday, 31 October 2019

Time: 5.30 pm

**Location: Council Chambers
Clarendon Street
Derby**

Amanda O'Halloran

Chief Executive Officer



Our Guiding Values

Respectful

By being helpful, friendly and supportive

Integrity

Through honesty, accountability and ethical behaviour

Leadership

By the Shire at the local and regional level and through encouragement of community leaders

Knowledgeable

By being well informed and accurate in what we do

Building Good Relationships

By being communicative, responsive and inclusive

Disclaimer

No responsibility whatsoever is implied or accepted by the Shire of Derby/West Kimberley (Shire) for any act, omission or statement or intimation occurring during Council or Committee meetings.

The Shire disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings. Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any Elected Member or officer of the Shire during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire.

The Shire warns that anyone who has any application lodged with the Shire must obtain and should only rely on written confirmation of the outcome of the application and any conditions attaching to the decision made by the Shire in respect of the application.

Notes for Members of the Public

PUBLIC QUESTION TIME

The Shire of Derby/West Kimberley extends a warm welcome to you in attending any Shire meeting. The Shire is committed to involving the public in its decision making processes whenever possible. The ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective. The Shire sets aside a period of 'Public Question Time' to enable a member of the public to put questions. Questions should only relate to the business of the Shire and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Presiding Member may either answer the question or direct it to an officer to answer, or it will be taken on notice.

Any comments made by a member of the public become a matter of public record as they are minuted by Council. Members of the public are advised that they are deemed to be held personally responsible and legally liable for any comments made by them that might be construed as defamatory or otherwise considered offensive by any other party.

MEETING FORMALITIES

Local government Council meetings are governed by legislation and regulations. During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation. Members of the public shall ensure that their mobile telephone or audible pager is not switched on or used during any Shire meeting.

Members of the public are hereby advised that the use of any electronic, visual or audio recording device or instrument to record proceedings of the meeting is not permitted without the permission of the Presiding Member.

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Notes for Elected Members

NATURE OF COUNCIL'S ROLE IN DECISION MAKING

Advocacy:	When Council advocates on its own behalf or on behalf of its community to another level of government/body/agency.
Executive/Strategic:	The substantial direction setting and oversight role of the Council such as adopting plans and reports, accepting tenders, directing operations, grants, and setting and amending budgets.
Legislative:	Includes adopting local laws, town planning schemes and policies.
Administrative:	When Council administers legislation and applies the legislative regime to factual situations and circumstances that affect the rights of people. Examples include town planning applications, building licences and other decisions that may be appealable to the State Administrative Tribunal.
Review:	When Council reviews a decision made by Officers.
Information:	Includes items provided to Council for information purposed only that do not require a decision of Council (that is for 'noting').

ALTERNATIVE MOTIONS

Councillors wishing to make alternative motions to officer recommendations are requested to provide notice of such motions in written form to the Chief Executive Officer prior to the Council meeting.

DECLARATIONS OF INTERESTS

Elected Members should fill in Disclosure of Interest forms for items in which they have a financial, proximity or impartiality interest and forward these to the Presiding Member before the meeting commences. Section 5.60A of the *Local Government Act 1995* states;

"a person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person."

Section 5.60B states;

"a person has a proximity interest in a matter if the matter concerns –

(a) a proposed change to a planning scheme affecting land that adjoins the person's land;
or

(b) a proposed change to the zoning or use of land that adjoins the person's land; or

(c) a proposed development (as defined in section 5.63(5)) of land that adjoins the person's land."

Regulation 34C (Impartiality) states;

"interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association."

2019 MEETING DATES

At its Ordinary Meeting of Council on 28 November, 2018, Council adopted the following meeting dates for 2019;

January			Council in Recess
Thursday	28 February 2019	5.30 pm	Council Chambers, Derby
Thursday	28 March 2019	1.00 pm	Library, Fitzroy Crossing
Tuesday	30 April 2019*	5.30 pm	Council Chambers, Derby
Thursday	30 May 2019	5.30 pm	Council Chambers, Derby
Thursday	27 June 2019	1.00 pm	Library, Fitzroy Crossing
Thursday	25 July 2019	5.30 pm	Council Chambers, Derby
Thursday	29 August 2019	5.30 pm	Council Chambers, Derby
Thursday	26 September 2019	1.00 pm	Council Chambers, Derby
Thursday	31 October 2019	5.30 pm	Council Chambers, Derby
Thursday	21 November 2019	1.00 pm	Library, Fitzroy Crossing
Thursday	12 December 2019	5.30 pm	Council Chambers, Derby

* amended to 18 April 2019 at 12.00pm Council Chambers, Derby.

Council's Compliance and Strategic Review Committee and the Housing and Works Committee meet when required. Details of these meetings are advised as appropriate.

APPLICATION FOR LEAVE OF ABSENCE

In accordance with Section 2.25 of the *Local Government Act 1995*, an application for leave requires a Council resolution granting leave requested. Council may grant approval for Leave of Absence for an Elected Member for ordinary Council meetings for up to but not more than six consecutive meetings. The approval of the Minister is required for leave of absence greater than six ordinary Council meetings.

This approval must be by Council resolution and differs from the situation where an Elected Member records their apologies for the meeting. A failure to observe the requirements of the Act that relates to absence from meetings can lead to an Elected Member being disqualified should they be absent without leave for three consecutive meetings.

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1 DECLARATION OF OPENING, ANNOUNCEMENT OF VISITORS**2 ATTENDANCE VIA TELEPHONE/INSTANTANEOUS COMMUNICATIONS**

In accordance with regulation 14A of the Local Government (Administration) Regulations 1996 Council must approve (by Absolute Majority) the attendance of a person, not physically present at a meeting of Council, by audio contact. The person must be in a 'suitable place' as approved (by absolute majority) by Council. A 'suitable place' means a place that is located in a townsite or other residential area and 150km or further from the place at which the meeting is to be held.

3 DISCLOSURE OF INTERESTS

Section 5.65 and 5.70 of the *Local Government Act 1995* requires an Elected Member or officer who has an interest in any matter to be discussed at a Committee/Council Meeting that will be attended by the Elected Member or officer must disclose the nature of the interest in a written notice given to the Chief Executive Officer before the meeting; or at the meeting before the matter is discussed.

An Elected Member who makes a disclosure under section 5.65 or 5.70 must not preside at the part of the meeting relating to the matter; or participate in; or be present during, any discussion or decision making procedure relating to the matter, unless allowed by the Committee/Council. If Committee/Council allow an Elected Member to speak, the extent of the interest must also be stated.

3.1 Declaration of Financial Interests**3.2 Declaration of Proximity Interests****3.3 Declaration of Impartiality Interests****4 APPLICATIONS FOR LEAVE OF ABSENCE****5 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE****6 PUBLIC TIME****6.1 Public Question Time****6.2 Public Statements****7 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS****8 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION****9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS****RECOMMENDATION**

That the Minutes of the Ordinary Meeting of the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 25 September 2019 and the Special Meeting of

the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 24 October 2019 be CONFIRMED.

10 RECOMMENDATIONS AND REPORTS OF COMMITTEES

Nil

REPORTS

11 EXECUTIVE SERVICES

11.1 NEW ROAD DEDICATION - SANDFORD RD FITZROY CROSSING

File Number: 8125
Author: Noel Myers, Manager Planning
Responsible Officer: Amanda O'Halloran, Chief Executive Officer
Applicant: SDWK
Owner: DPLH
Proposal: Road realignment and dedication – Sandford Road, Fitzroy Crossing.
Location: Sandford Road, Fitzroy Crossing
Authority/Discretion: Administrative

SUMMARY

This report seeks Council's endorsement to:

1. dedicate land for a road in order to enable the realignment of Sandford Road and reconstruction of the Sanford-Skuthorp Road intersection; and
2. authorise staff to initiate the necessary actions to close the redundant section of the Sandford Road road reserve.

DISCLOSURE OF ANY INTEREST

Nil

BACKGROUND

- A recent road safety audit undertaken by Main Roads Western Australia (MRWA) identified a number of safety issues with the geometry and location of the Sandford-Skuthorp Road intersection;
- MRWA have advised that the rectification of the traffic safety issues is eligible for funding under the MRWA Blackspot Programme;
- The last 240m (approx.) eastern end of Sandford Road as constructed is not located within the dedicated Sandford Road road reserve, rather it traverses Reserve No.36669 which is vested to the Shire for Recreation purposes;
- The proposal is to reconstruct the intersection at a point further south than its current location in order to achieve better separation distance from the entry/exit points of the Crossing Inn carpark and to correct the geometry of the intersection to improve sightlines. The scope of works will also require the reconstruction of approximately 240m of Sandford Road;
- The existing Sandford Rd. road reserve is located immediately adjacent to the southern boundary of Reserve No.36669, however, it is not proposed to reconstruct the new

intersection within that existing road reserve as it would cause the new intersection to be located closer to the western bank of the Fitzroy River that is vulnerable to erosion;

- As a matter of ‘housekeeping’ it is proposed to simultaneously initiate actions to close the redundant portion of the Sandford Road road reserve whilst seeking approval for the new alignment.

STATUTORY ENVIRONMENT

- Section 56 of the *Land Administration Act 1997* (LAA) and regulation 8 of the *Land Administration Regulations 1998* (LAR) in respect to new road dedication;
- Section 58 of the LAA and regulation 9 of the LAR in respect to road closures.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

This project has been set within the budget to cost \$1,205.952. The funding breakdown of this project is \$803,968 from State Black Spot, \$201,984 from the roads portion of the Financial Assistance Grant, \$174,700 from the Direct Roads Grant and \$25,300 from the Roads to Recovery Grant program. This provides the community with a return of \$2 for every \$1 spent by Council using funds allocated for road improvements.

STRATEGIC IMPLICATIONS

The proposed action to reconstruct the intersection is consistent with Goal 2 and outcomes 2.3 and 2.5 of Council’s Community Strategic Plan insofar that the works;

- promote reliable and safe transport infrastructure; and
- the proposed location of the new intersection works has been chosen to best manage the long term life of the asset

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
People Health & Safety: Non-compliant intersection design cause danger/injury to road users	Likely	Moderate	High	Realign Sandford Road and reconstruct intersection to current road safety design standards.
Property: Asset life of infrastructure damaged/lost to erosion	Possible	Severe	High	Dedicate land for a road at furthest point away from top of river bank
Financial: Future claim for compensation arises against indemnity given to Minister for grant approval to creation of new road	Rare	Moderate	Low	Ensure road creation undertaken in compliance with rqmnts of LAA and LAR.

reserve.				
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CONSULTATION

- Preliminary consultation has been undertaken with officers from DPLH regarding process;
- Regulation 8 (d) of the LAR requires that a period of public consultation be undertaken prior to the request being referred to the Minister for approval. This action will be undertaken post the endorsement of the proposal by Council and will necessitate the Council reviewing any submissions received prior to the request being forwarded to the Minister;
- Section 58 (3) of the LAA requires a notice period of 35 days be provided prior to Council making its final resolution and request to the Minister to permanently close the road;

COMMENT

Road Dedication:

The intent of the proposed action is to improve the safety of vehicle movements through and around the Sandford and Skuthorp Road intersection. At present Sandford Road is directly aligned with the entrance into the Crossing Inn Hotel carpark and this configuration encourages unsafe traffic movements whereby vehicles are able to travel directly from Sandford Road into and from the carpark area.

The decision to not construct the new intersection within the existing Sandford Road road reserve further to the south arises from concerns over the close proximity of that location to the river bank which appears as being vulnerable to erosion. It is highlighted that this precautionary approach has been adopted following a review of historical imagery of the area and is not supported by any detailed hydrological study, the preparation of which would be prohibitive from both a cost and time perspective. The location of the new intersection is closer to the destination point it services, is set back further from the existing top of the river bank and is predicated on the assumption that the life of the asset would be linked to the duration of its need.

Tenure:

The underlying tenure where the new road alignment is proposed is Crown Reserve No.36669 which is vested to the Shire for the purpose of Recreation. The proposed alignment also includes a small area of Unallocated Crown Land (UCL). (see attached tenure map)

Understanding the underlying tenure is important given section 56 (4) of the LAA states *that local government is liable to indemnify the Minister against any claim for compensation in an amount of all costs and expenses reasonably incurred by the Minister in considering and granting the request.*

Preliminary investigation with the DPLH indicates that native title *appears* to be extinguished, however, this matter would be further investigated by DPLH once the formal application was submitted. Council would retain the option to discontinue with the action to dedicate the road if it was identified that there was potential for additional costs beyond that what is currently being budgeted for. Similarly, if issues were to arise over the small parcel of UCL then the road upgrade could progress around that area and the matter of it being dedicated as part of the road reserve could be revisited at a later stage.

Having regard to the above, it is the view of the Administration that based on the known information there is a low risk of the Council of being exposed to a future compensation claim

arising from any future decision of the Minister to grant approval to the dedication of the land for a road.

This matter will be further reported on as necessary following the formal referral of the application to DPLH and subsequent to their investigations as part of the formal approval process.

Heritage:

Reference to the Aboriginal Heritage Inquiry System (AHIS) shows that the area of the new road alignment is clear of any registered aboriginal heritage sites. (see attached AHIS image)

Road Closure:

Should council be agreeable to the officer's recommendation to realign Sandford Road and dedicate that new alignment, a portion of the current Sandford Road road reserve will be redundant and should be closed.

- In order to close the road, (notwithstanding the road way has not been constructed in this area), the Council in accordance with section 58 (2) must resolve to close the road and then seek the approval of the Minister to close the road permanently. The Council must also nominate what the proposed future disposition of the land will be following its closure.
- Under section 58 (3) the Council may not however makes its final resolution on the closure until such time that a notice of the proposed closure is circulated in the district for a period of 35 days.







Having regard to the above matters outlined above, it is recommended that the Council authorise staff to initiate actions to seek the approval of the Minister to dedicate the new Sandford Road alignment as a road and also authorise staff to initiate the necessary actions to effect the closure of the redundant section of the Sandford Road road reserve.

VOTING REQUIREMENT

Simple majority

Absolute majority where indicated

ATTACHMENTS

1. **Registered Heritage Sites**  
2. **Plan #1: Areas to be dedicated as road**  
3. **Plan #2: areas of road reserve to be closed**  

RECOMMENDATION

1. **That Council pursuant to section 56 (1) of the Land Administration Act 1997 and regulation 8 of the Land Administration Regulations Act 1997, resolves to request that the Minister for Lands to dedicates the land on which the proposed realigned Sandford Road is to be constructed upon as shown Plan No.1 – 'Areas to be dedicated as road' dated 17/09/2019;**
2. **That Council pursuant to section 58 of the Land Administration Act 1997 and regulation 9 of the *Land Administration Regulations 1998* resolves to request that the Minister for Lands permanently close the eastern section of the Sandford Road, road reserve as depicted on Plan No.2 – 'Areas of road to be closed' dated 17/09/2019 and that the land comprising the former road be amalgamated into the adjoining parcel of Vacant Crown**

Land, Land ID number 3092954;

- 3. That Council, in making the request and in accordance with section 56 (4) of the Land administration Act indemnifies the Minister for Lands against any claim for compensation in an amount equal to the amount of all costs and expenses reasonably incurred by the Minister in considering and granting the request;**
- 4. That Council by ABSOLUTE MAJORITY delegates authority to the Chief Executive Officer to forward the request to the Minister to:**
 - a) dedicate the land as a road as foreshadowed in Condition 1 above once the Council has advertised the proposal and invited comments from the public on the matter as required by Part 2 s.8 (d) of the Land Administration Regulations 1998 on the basis there are no sustainable submissions objecting to the dedication; and**
 - b) permanently close the portion of Sandford Road as detailed in Condition 2 above once the advertising required under section 58 (3) of the Land Administration Act 1997 has been completed and on the basis there are no sustainable submissions received objecting to the closure.**
 - c) In the event there are objections received to the dedication and closure as set out in Condition 4, I. and II. Above that cannot be satisfactorily resolved the matter/s are to be referred back to the next available Council meeting for consideration and determination.**

Department of Planning, Lands and Heritage

Aboriginal Heritage Inquiry System

Search

Tools

Zoom In Zoom Out

Pan

Navigation

Previous Extent Next Extent

Zoom to WA

Plot Coordinates

Identify

Distance

Imagery Details

Clear Search Results

Tool Labels

What do you want to do?

0 0.1 0.2km

Satellite

12414

710

141004

141005

141006

12687

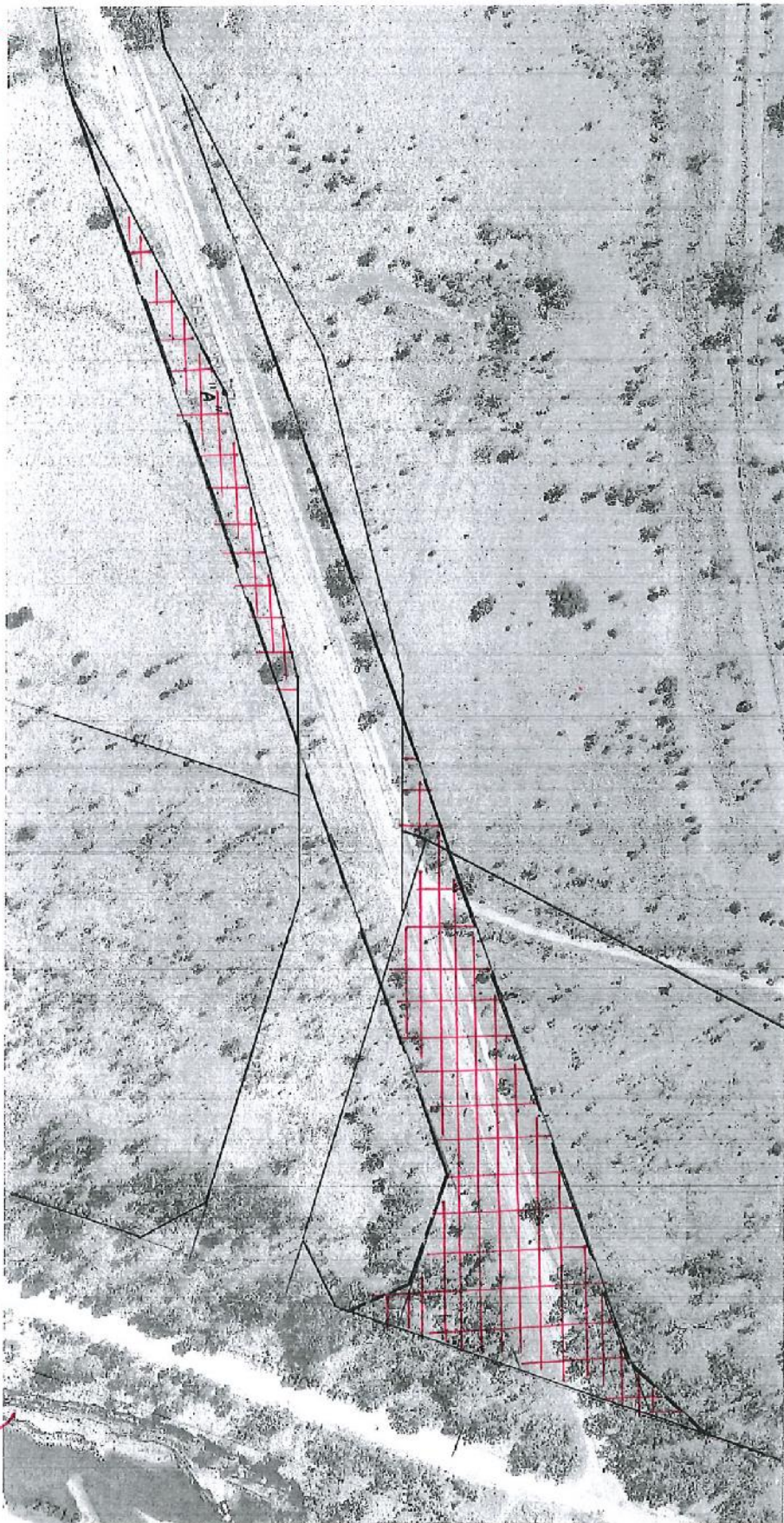
144104

Forest Rd

Filtering Crossing

Sheridan Rd

ROW # 1: ALEKS TO BE DEDICATED AS ROAD. (17/9/19).



NOBHT

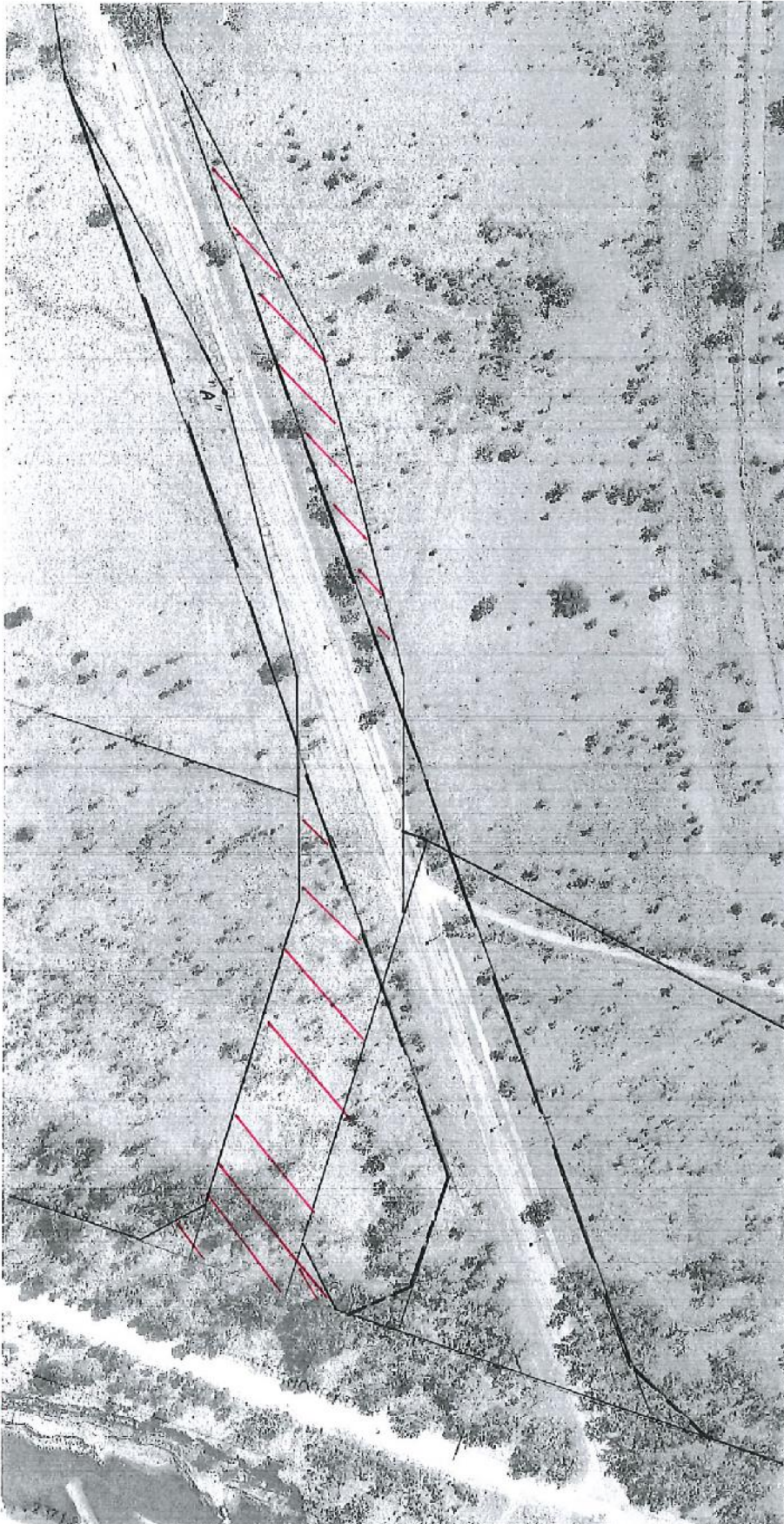


ROADS TO BE DEDICATED AS ROAD

FORWARDIST EXISTING ALIGNMENT IN ACCORDANCE WITH CONSTRUCTION NEW INTERSECTION.

(17/9/19).

PLAN #2 : AREAS OF EXISTING SANDFORD RD. ROAD RESERVE TO BE CLOSED. (17/9/19).



↑ NORTH.

☑ PORTIONS OF EXISTING SANDFORD RD ROAD RESERVE TO BE CLOSED

(17/9/19).

12 CORPORATE SERVICES

12.1 COMMITTEES AND WORKING GROUPS REVIEW AND APPOINTMENTS

File Number: 4285

Author: Danielle Hurstfield, Manager Administration and Governance

Responsible Officer: Amanda O'Halloran, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

Following the outcome of the Ordinary Local Government Election on 20 October 2019, Council is required to consider its representation on various Council Committees and Working Groups. Appointments to external committees have also been reviewed.

In order to inform Council a full review of the operations of Committees and Working Groups has been undertaken.

DISCLOSURE OF ANY INTEREST

Nil

BACKGROUND

As per section 5.11 of the *Local Government Act 1995*, Council representatives on its Committees and Working Groups established under the Act are discontinued following a local government election and as such, nominations for Council representation are required.

Council may also wish to consider the current appointments to other statutory Committees and its representatives on outside bodies.

There are 4 current committees established in this manner and their status is outlined in the Comment section of this report:-

- CEO Performance Review Committee
- Compliance and Strategic Review Committee
- Housing and Works Committee
- Shire of Derby West Kimberley Recovery Committee

It would also be prudent at this time to review membership of external committees requiring Elected Member representation, as well as membership to the working parties/groups Council has previously formed to assist on various issues.

The last full review of committee representation was at the meeting of Council held 26 October, 2017. Such representation requires review in light of the recent Council elections.

STATUTORY ENVIRONMENT

Local Government Act 1995 Subdivision 2 – Committees and their meetings

Section 5.8 Establishment of committees

A local government may establish committees of 3 or more persons to assist the council and to exercise the powers and discharge the duties of the local government that can be delegated to committees. * Absolute majority required.*

5.9. Committees, types of

In this section – other person means a person who is not a council member or an employee.

A committee is to comprise –

- (a) council members only; or*
- (b) council members and employees; or*
- (c) council members, employees and other persons; or*
- (d) council members and other persons; or*
- (e) employees and other persons; or*
- (f) other persons only.*

5.10. Committee members, appointment of

A committee is to have as its members –

- (a) persons appointed* by the local government to be members of the committee (other than those referred to in paragraph (b)); and*
- (b) persons who are appointed to be members of the committee under subsection (4) or (5).*

**Absolute majority required.*

At any given time each council member is entitled to be a member of at least one committee referred to in section 5.9(2)(a) or (b) and if a council member nominates himself or herself to be a member of such a committee or committees, the local government is to include that council member in the persons appointed under subsection (1)(a) to at least one of those committees as the local government decides.

(3) Section 52 of the Interpretation Act 1984 applies to appointments of committee members other than those appointed under subsection (4) or (5) but any power exercised under section 52(1) of that Act can only be exercised on the decision of an absolute majority of the local government.

(4) If at a meeting of the council a local government is to make an appointment to a committee that has or could have a council member as a member and the major or president informs the local government of his or her wish to be a member of the committee, the local government is to appoint the major or president to be a member of the committee.

(5) If at a meeting of the council a local government is to make an appointment to a committee that has or will have an employee as a member and the CEO informs the local government of his or her wish –

- (a) to be a member of the committee; or*
- (b) that a representative of the CEO be a member of the committee, the local government is to appoint the CEO or the CEO's representative, as the case may be, to be a member of the committee.*

5.11A. Deputy committee members

(1) The local government may appoint a person to be a deputy of a member of a committee and may terminate such an appointment* at any time.*

**Absolute majority required.*

(2) A person who is appointed as a deputy of a member of a committee is to be –

(a) if the member of the committee is a council member – a council member; or

(b) if the member of the committee is an employee – an employee; or

(c) if the member of the committee is not a council member or an employee – a person who is not a council member or an employee; or

(d) if the member of the committee is a person appointed under section 5.10(5) – a person nominated by the CEO.

A deputy of a member of a committee may perform the functions of the member when the member is unable to do so by reason of illness, absence or other cause.

A deputy of a member of a committee, while acting as a member, has all the functions of and all the protection given to a member.

5.11. Committee membership, tenure of

Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until –

(a) the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be; or

(b) the person resigns from membership of the committee; or

(c) the committee is disbanded; or

(d) the next ordinary elections day, whichever happens first.

(2) Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until –

(a) the term of the person's appointment as a committee member expires; or

(b) the local government removes the person from the office or committee member or the office of committee member otherwise becomes vacant; or

(c) the committee is disbanded; or

(d) the next ordinary elections day, whichever happens first.

7.1A. Audit committee

(1) A local government is to establish an audit committee of 3 or more persons to exercise the powers and discharge the duties conferred on it.

(2) The members of the audit committee of a local government are to be appointed by the local government and at least 3 of the members, and the majority of the members, are to be council members. * Absolute majority required.*

(3) A CEO is not to be a member of an audit committee and may not nominate a person to be a member of an audit committee or have a person to represent the CEO as a member of an audit committee.

Section 38 of the Emergency Management Act 2005

38. Local emergency management committees

(1) A local government is to establish one or more local emergency management committees for the local government’s district.

(2) If more than one local emergency management committee is established, the local government is to specify the area in respect of which the committee is to exercise its functions.

(3) A local emergency management committee consists of —

(a) a chairman and other members appointed by the relevant local government in accordance with subsection (4); and

(b) if the local emergency coordinator is not appointed as chairman of the committee, the local emergency coordinator for the local government district.

(4) Subject to this section, the constitution and procedures of a local emergency management committee, and the terms and conditions of appointment of members, are to be determined by the SEMC.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
Goal 4: Good governance and an effective organisation Leadership that provides strategic direction for the community, supported by efficient and effective service delivery.	Outcome 4.1: Effective governance and leadership	Strategy 4.1.1: Provide leadership in balancing the needs of the community, government, industry and the environment
Goal 4: Good governance and an effective organisation Leadership that provides strategic direction for the community, supported by efficient and effective service delivery	Outcome 4.1: Effective governance and leadership	Strategy 4.1.3: Strengthen the governance role of Councillors by informing, resourcing, skilling and supporting their role

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION

<p>Business Interruption: Members are not appointed to Committees</p>	<p>Unlikely</p>	<p>Moderate</p>	<p>Medium</p>	<p>Elected Members are appointed to Committees at a future Council meeting Officer reports and recommendations will be considered by Council at Ordinary Council Meetings</p>
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CONSULTATION

Committee members have been consulted informally regarding the Committees and Working Groups during the Reports to Councillors meeting on 25 September 2019, including those Committees and Working Groups we recommend discontinuing.

COMMENT

Establishment of committees requires an absolute majority decision of Council. When Council establishes a committee it is required to detail what authority (if any) is delegated to that committee. A formal committee established in this manner is required to observe Council’s Standing Orders and the *Local Government Act 1995* in its meetings. For example, all meetings are required to be advertised, produce a formal agenda and minutes, and include a public question time.

An acceptable alternative to the establishment of committees per the *Local Government Act 1995* is the formation of working parties, working groups, or teams. Such bodies are not delegated specific authority from Council and therefore act as an advisory body only. Recommendations from such bodies are presented to Council through officer reports.

The following information details the various committees that Council has established or is represented upon. Council is requested to review its representation on such bodies, whether to disband some internal working parties and to nominate elected members to those bodies to which Council wishes to continue providing representation.

PART 1 – COUNCIL COMMITTEES

Council Committees (formed per s5.8 of the Local Government Act 1995)

CEO Performance Review Committee

Originally established in January 2002, the Committee undertakes the performance review of the CEO and negotiates changes to the CEO’s contract of employment for subsequent Council approval.

Councillors on this Committee prior to 20 October 2019 were:

- All Councillors

Compliance and Strategic Review Committee (CSRC)

Established in May 2005 to comply with legislation and to oversee financial issues. Change of Committee name and Terms of Reference occurred in March 2015 to reflect changes to the *Local Government (Audit) Regulations 1996* to expand the focus of the Committee to provide effective corporate governance through the review of systems and procedures relating to risk management, internal control and legislative compliance.

Councillors on this Committee prior to 20 October 2019 were:

- Cr Haerewa
- Cr Twaddle
- Cr White
- Cr Kloss

Shire of Derby West Kimberley Recovery Committee (prior to 20 October 2019 – Cr Haerewa, Twaddle, White and Kloss)

Originally established in March, 2013 to oversee local government procedures following an emergency event.

Councillors on this Committee prior to 20 October 2019 were:

- Cr Haerewa
- Cr Twaddle
- Cr White
- Cr Kloss

Housing and Works Committee

Established in August 2015 to prioritise works in accordance with the Shires asset management principles and the *Local Government Act 1995*. The Committee has delegated authority to allocated funds from specific accounts identified within the Terms of Reference.

Councillors on this Committee prior to 20 October 2019 were:

- Cr Haerewa
- Cr Twaddle
- Cr Coggins
- Amanda O’Halloran (Chief Executive Officer)
- Wayne Neate (Director of Technical and Development Services)

PART 2 – COUNCIL REPRESENTATION ON EXTERNAL COMMITTEES AND COUNCIL WORKING GROUPS

External Representation listed below are the external committees/organisations to which Council currently provides representation. ‘Representative/s’ outlines the Councillors who represented Council prior to 20 October 2019:

ORGANISATION	REPRESENTATIVE/S
EXTERNAL COMMITTEES	
Kimberley Zone Representatives	Member: Cr G Haerewa Deputy Member: Cr P White Proxy: Cr C Kloss Proxy: Cr G Davis
Regional Collaborative Group Board	Member: Cr G Haerewa

	Deputy Member: Cr P White Proxy: Cr C Kloss Proxy: Cr G Davis
Kimberley Development Commission Board Nomination	Cr G Haerewa Cr G Davis
Local Government Development Assessment Panel (DAP)	Member 1: Cr A Twaddle Member 2: Cr P Coggins Proxy 1: Cr P White Proxy 2: Cr C Kloss
Regional Roads Group	Member: Cr P White Proxy: Cr G Haerewa Proxy: Cr G Davis
Derby Visitors Centre Board of Management	Cr C Kloss
Pastoralists and Graziers Association Kimberley Zone Control Authority Land Conservation District Committee (West Kimberley and North Kimberley)	Cr A Twaddle
Derby Chamber of Commerce/Small Business Centre	Cr G Haerewa Cr A Twaddle
Fitzroy Futures Governing Committee	Cr G Davis Cr D Andrews
Derby Aboriginal Health Service – Local Advisory Committee	Cr P McCumstie
District Health Advisory Council for Derby	Cr P McCumstie Proxy: Cr G Haerewa
District Health Advisory Council for Fitzroy Crossing	Cr D Andrews Proxy: Cr G Davis
Roadwise Committee	Cr C Kloss
Local Emergency Management Committee (LEMC)	Cr G Haerewa
Liquor Accord	Cr C Kloss
WORKING GROUPS	
Women’s Shelter	Cr I Prouse
Youth Affairs Derby	Cr I Prouse Proxy: Cr P McCumstie
Youth Affairs Fitzroy Crossing	Cr G Davis

	Proxy: Cr D Andrews
Aged and Seniors	Cr P White
Education Derby	Cr I Prouse Proxy: Cr G Haerewa
Education and Sport and Recreation – Fitzroy Crossing	Cr G Davis Proxy: Cr D Andrews
Sport and Recreation – Derby	Cr P Coggins Proxy: Cr P McCumstie
Regional Prison	Cr P McCumstie Proxy: Cr G Haerewa
Mining and Exploration	All Councillors
Derby Volunteer Marine Rescue Group	Cr P Coggins Proxy: A Twaddle

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

Nil

RECOMMENDATION

1. That all Elected Member representation prior to 20 October, 2019 on Council Committees, External Committees/Organisations, Internal Working Parties/Groups and Miscellaneous Portfolios be dissolved.
2. That the appointments be reviewed every 6 months.

COUNCIL COMMITTEES

CEO Performance Review Committee (no delegated power)

3. That by Absolute Majority Council APPOINTS all Elected Members to the CEO Performance Review Committee.

Compliance and Strategic Review Committee (no delegated power)

4. That by Absolute Majority Council APPROVES four elected members to be appointed to the Compliance and Strategic Review Committee.
5. That by Absolute Majority Council APPOINTS the following Elected Members to Compliance and Strategic Review Committee. (Note. This action appoints the Councillors to the Committee).

Cr _____

Cr _____

Cr _____

Cr _____

Building and Works Committee (has delegated power)

6. That by Absolute Majority Council APPOINTS the following Elected Members and Staff to Shire of Derby West Kimberley Recovery Committee. (Note. This action appoints the Councillors to the Committee).

Cr _____

Cr _____

Cr _____

Cr _____

Officer _____

Officer _____

EXTERNAL REPRESENTATION – COMMITTEES/ORGANISATIONS

7. That Council APPROVES the nomination of the following Elected Members to the external Committees/Organisations as detailed below:

Kimberley Zone Representatives

Member: _____

Deputy Member: _____

Proxy: _____

Proxy: _____

Regional Collaborative Group Board

Member: _____

Deputy Member: _____

Proxy: _____

Proxy: _____

Kimberley Development Commission Board Nomination

Cr _____

Cr _____

Local Government Development Assessment Panel (DAP)

Member 1: Cr _____

Member 2: Cr _____

Proxy 1: Cr _____

Proxy 2: Cr _____

Regional Roads Group

Member: Cr _____

Proxy: Cr _____

Proxy: Cr _____

Tourism

Cr _____

Pastoralists and Graziers Association Kimberley Zone Control Authority Land Conservation District Committee (West Kimberley and North Kimberley)

Cr _____

Fitzroy Valley Development

Cr _____

Cr _____

Derby Aboriginal Health Service – Local Advisory Committee

Cr _____

District Health Advisory Council for Derby

Cr _____

Proxy: Cr _____

District Health Advisory Council for Fitzroy Crossing

Cr _____

Proxy: Cr _____

Roadwise Committee

Cr _____

Local Emergency Management Committee (LEMC)

Cr _____

Liquor Accord

Cr _____

Chamber of Commerce

Cr _____

MISCELLANEOUS PORTFOLIOS

Youth Affairs

Derby

Cr _____

Proxy: Cr _____

Fitzroy Crossing

Cr _____

Proxy: Cr _____

Aged and Seniors

Cr _____

Education Derby

Cr _____

Proxy: Cr _____

Education and Sport and Recreation – Fitzroy Crossing

Cr _____

Proxy: Cr _____

Sport and Recreation – Derby

Cr _____

Proxy: Cr _____

Waste Management

Cr _____

Proxy: Cr _____

Mining and Exploration

All Councillors or Cr _____, Cr _____, Cr _____

12.2 REVIEW OF COUNCIL MEETING SCHEDULE FOR 2020**File Number: 4150****Author: Danielle Hurstfield, Manager Administration and Governance****Responsible Officer: Amanda O'Halloran, Chief Executive Officer****Authority/Discretion: Administrative****SUMMARY**

The *Local Government (Administration) Regulations 1996* require a local government to give local public notice of the dates, times and place at which the Ordinary Meetings of Council and Committee Meetings that are open to the public are to be held for the next 12 months. This item sets out proposed dates for the 2020 year taking into consideration other relevant commitments of the Council.

DISCLOSURE OF ANY INTEREST

Nil.

BACKGROUND

At the Ordinary Meeting of Council held on 28 November 2018, Council determined its meeting dates up to and including the 12 December 2019, and will now need to consider meeting dates for the next 12 months in accordance with the *Local Government (Administration) Regulations 1996*.

It is recommended that Council continue holding its Ordinary Meetings of Council on the last Thursday of each month (excluding January when Council is in recess). In accordance with Council's Policy – C5 Council Meetings – Date, Time and Venue, eight meetings are scheduled to be held in Derby and three in Fitzroy Crossing (March, June and November). Once adopted Officers will advertise this information to the public by way of public notices as per statutory regulations, and to upload to the Shire's website.

With regard to the December 2020 meeting, it is proposed to hold it on the third Thursday of the month, being 17 December 2020, as opposed to the last Thursday, being 31 December 2020, to ensure availability of Elected Members in the Christmas holiday period. Meeting dates are not impacted by the Easter holiday period for 2020.

Council has also held monthly Compliance and Strategic Review Committee meetings in 2019, generally mid-month i.e. 2 weeks prior to the Ordinary Council Meeting. The Committee has a membership of 4 Councillors and the Terms of Reference for the Committee are attached. The purpose of the Committee is to facilitate:

- Compliance with laws and regulations with reference to best practice guidelines relative to auditing, risk management, internal control and legislative compliance;
- The provision of an effective means of communication between the external auditor, the CEO and the Council;
- Integrated Planning review and adoption;
- Policy review and adoption;
- Upon request of the Council, other matters with potential impact on finances, resources, strategic direction and policy of the Shire.

Depending on the membership of the Compliance and Strategic Review Committee Officers have incorporated an option to hold 3 of these meetings in Fitzroy Crossing throughout the 2020 calendar year.

This meeting is then followed by an Agenda briefing which allows Councillors to informally view a draft Agenda for the Ordinary Council meeting, seek clarification and provide comments. It is bound by the same requirements regarding declarations and interests but does not make decisions. Both meetings can be attended by all Elected Members.

STATUTORY ENVIRONMENT

Local Government (Administration) Regulations 1996 – Regulation 12

12. Meetings, public notice of (Act S 5.25(1)(g))
- (1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which—
 - (a) the ordinary council meetings; and
 - (b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public, are to be held in the next 12 months.
 - (2) A local government is to give local public notice of any change to the date, time or place of a meeting referred to in subregulation (1).

Local Government (Audit) Regulations 1996 – Regulation 16

16. Functions of audit committee

An audit committee has the following functions —

- (a) to guide and assist the local government in carrying out —
 - (i) its functions under Part 6 of the Act; and
 - (ii) its functions relating to other audits and other matters related to financial management;
- (b) to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act;
- (c) to review a report given to it by the CEO under regulation 17(3) (the ***CEO's report***) and is to —
 - (i) report to the council the results of that review; and
 - (ii) give a copy of the CEO's report to the council;
- (d) to monitor and advise the CEO when the CEO is carrying out functions in relation to a review under —
 - (i) regulation 17(1); and
 - (ii) the *Local Government (Financial Management) Regulations 1996* regulation 5(2)(c);
- (e) to support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;
- (f) to oversee the implementation of any action that the local government —
 - (i) is required to take by section 7.12A(3); and

- (ii) has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and
- (iii) has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and
- (iv) has accepted should be taken following receipt of a report of a review conducted under the *Local Government (Financial Management) Regulations 1996* regulation 5(2)(c);
- (g) to perform any other function conferred on the audit committee by these regulations or another written law.

[Regulation 16 inserted: Gazette 26 Jun 2018 p. 2386-7.]

POLICY IMPLICATIONS

Council Policy C5 – Council Meetings – Date, Time and Venue.

FINANCIAL IMPLICATIONS

Cost of advertising as required, estimated at \$500.00.

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
<p>GOAL 4: Good governance and an effective organisation</p> <p>Leadership that provides strategic direction for the community, supported by efficient and effective service delivery</p>	<p>4.1: Effective governance and leadership</p>	<p>4.1.4: Ensure governance policies and procedures are in accordance with legislative requirements</p>

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
<p>Legal & Compliance:</p> <p>Local Public Notice is not given of the dates and times at which the Ordinary Council Meetings will be held.</p> <p>Failure to set and advertise meeting dates will contravene the requirements of the Local Government Act 1995</p>	<p>Unlikely</p>	<p>Moderate</p>	<p>Medium</p>	<p>Noting dates and times may be subject to change, the proposed Council and Committee Meeting times and dates are approved for the purpose of public advertising</p>

CONSULTATION

These dates have been discussed internally by officers to incorporate public holidays, other meetings and Council policy considerations.

Once dates are approved by Council they will be advertised throughout the Shire in accordance with legislation.

COMMENT

Below are the annual events that need to be taken into consideration when adopting Council Meeting dates. Most dates will not interfere with Councils traditional meeting dates (i.e. last Thursday of each month).

- Joint Pilbara/Kimberley Forum: 2019 Forum was held 10 June 2019. 2020 still to be confirmed;
- Easter: Friday 10 April 2020 – Monday 13 April 2020;
- Anzac Day: Public Holiday 27 April 2020;
- National General Assembly of Local Government, Canberra: 14 – 17 June 2020;
- Developing Northern Australia Conference: 8 – 10 July 2020 in Rockhampton;
- Local Government Week, Perth Convention Centre: 5 - 9 August 2019 (including Kimberley Zone meeting). 2020 dates not yet published, assume 3-7 August.
- National Local Roads and Transport Congress to be held 18-20 November 2019; and
- Joint Kimberley NT Forum will be held 3-4 December 2018. 2020 to be confirmed.

The following is a list of public holidays for Western Australia in 2020:

New Year's Day	Wednesday 1 January
Australia Day	Monday 27 January
Labour Day	Monday 2 March
Good Friday	Friday 10 April
Easter Monday	Monday 13 April
ANZAC Day	Saturday 25 April & Monday 27 April
Western Australia Day	Monday 1 June
Queen's Birthday	Monday 28 September
Christmas Day	Friday 25 December
Boxing Day	Saturday 26 December & Monday 28 December

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Terms of Reference - Compliance and Strategic Review Committee  

RECOMMENDATION

That Council:

1. **APPROVE** the following Compliance and Strategic Review Committee (CSRC) and Ordinary Meeting of Council (OCM) dates, times and venues for the 2020 year:

DAY	MEETING	DATE	TIME	VENUE
Thursday	CSRC	13 February	4.00pm	Council Chambers, Derby
Thursday	OCM	27 February	5.30pm	Council Chambers, Derby
Thursday	CSRC	12 March	4.00pm	Council Chambers, Derby
Thursday	OCM	26 March	1.00pm	Library, Fitzroy Crossing
Thursday	CSRC	16 April	4.00pm	Council Chambers, Derby
Thursday	OCM	30 April	5.30pm	Council Chambers, Derby
Thursday	CSRC	14 May	1.00pm	Library, Fitzroy Crossing
Thursday	OCM	28 May	5.30pm	Council Chambers, Derby
Thursday	CSRC	11 June	4.00pm	Council Chambers, Derby
Thursday	OCM	25 June	1.00pm	Library, Fitzroy Crossing
Thursday	CSRC	16 July	4.00pm	Council Chambers, Derby
Thursday	OCM	30 July	5.30pm	Council Chambers, Derby
Thursday	CSRC	13 August	1.00pm	Library, Fitzroy Crossing
Thursday	OCM	27 August	5.30pm	Council Chambers, Derby
Thursday	CSRC	10 September	4.00pm	Council Chambers, Derby
Thursday	OCM	24 September	5.30pm	Council Chambers, Derby
Thursday	CSRC	15 October	1.00pm	Library, Fitzroy Crossing
Thursday	OCM	29 October	5.30pm	Council Chambers, Derby
Thursday	CSRC	12 November	4.00pm	Council Chambers, Derby
Thursday	OCM	26 November	1.00pm	Library, Fitzroy Crossing
Thursday	CSRC	17 December	4.00pm	Council Chambers, Derby
Thursday	OCM	17 December	5.30pm	Council Chambers, Derby

2. **REQUEST** that the Chief Executive Officer advertise the approved dates by Public Notice and on the Shire of Derby/West Kimberley website.



TERMS OF REFERENCE

Compliance and Strategic Review Committee

INTRODUCTION

Historically the establishment of an Audit Committee was to provide an independent oversight of the financial position of the Shire of Derby West Kimberley in relation to the function of auditing and was generally confined to setting the scope of the audit and the process of selecting and appointing an auditor. Amendments to the Audit Regulations 1996 in February 2013 now require an Audit Committee to expand its focus to include corporate governance, specifically risk management, internal control and legislative compliance.

These Terms of Reference document the responsibilities of the Compliance and Strategic Review Committee and explain the roles of the Committee within Council.

OBJECTIVE

The Compliance and Strategic Review Committee plays a key role in assisting the Shire fulfil its corporate governance responsibilities in managing the affairs of the organisation. This includes financial reporting, risk management, compliance requirements and auditing.

The Committee will ensure compliance in the Shire's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the Shire's financial accounting systems to meet statutory requirements.

The Committee is to facilitate:

- Compliance with laws and regulations with reference to best practice guidelines relative to auditing, risk management, internal control and legislative compliance;
- The provision of an effective means of communication between the external auditor, the CEO and the Council;
- Integrated Planning review and adoption;
- Policy review and adoption;
- Upon request of the Council, other matters with potential impact on finances, resources, strategic direction and policy of the Shire.

Derby

(08) 9191 0999

sdwk@sdwk.wa.gov.au

30 Loch Street

PO Box 94, Derby WA 6728

Fitzroy Crossing

(08) 9191 5355

sdwk@sdwk.wa.gov.au

Flynn Drive

PO Box 101, Fitzroy Crossing

ABN: 99 934 203 062

www.sdwk.wa.gov.au



POWERS OF THE COMPLIANCE AND STRATEGIC REVIEW COMMITTEE

To facilitate informed decision making by Council in relation to the legislative functions and duties that have not been delegated to the Chief Executive Officer. The committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its Terms of Reference. The Committee is a formally appointed committee of Council responsible to Council and may exercise a monitoring and review role over financial and other reporting, internal control, integrated planning and legislative and ethical compliance.

The Committee does not have executive powers, authority to implement actions in areas over which the CEO has legislative responsibility-or management functions. The primary responsibility for financial and other reporting, compliance with laws, internal control, strategic planning, policy and ethics rests with management.

MEMBERSHIP

The Committee will consist of at least four elected members. All members shall have full voting rights. The CEO and employees are not members of the Committee; however the CEO or his/her nominee is to attend all meetings to provide advice and guidance. Secretarial and administrative support is to be provided to the Committee.

MEETINGS

The Committee shall meet at least bi-annually with additional meetings convened as required at the discretion of the presiding person.

REPORTING

Reports and recommendations of each Committee meeting shall be presented to the next Ordinary Meeting of the Council.

DUTIES AND RESPONSIBILITIES

In order to facilitate informed decision making by Council the Compliance and Strategic Review Committee is to report to Council and provide appropriate recommendations on matters relevant to these Terms of Reference.

- a) Provide guidance and assistance to Council in carrying out the functions in relation to audits;
- b) Recommend to Council an appropriate process for the selection and appointment of a person as auditor;
- c) Recommend to Council a list of matters to be audited and the scope of the audit to be undertaken;
- d) Recommend to Council the person or persons to be appointed as auditor;
- e) Recommend to Council a written agreement for the appointment of the auditor in accordance with Regulations;

Derby

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Fitzroy Crossing

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- f) Meet with the auditor once in each year and provide a report to Council on the matters and outcomes discussed;
- g) Liaise with the CEO to ensure that the Shire assists the auditor to promptly conduct the audit;
- h) After receiving a report from the CEO, examine the reports of the auditor and ensure that appropriate action is taken in respect of matters determined to require further action;
- i) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;
- j) Consider the Chief Executive Officer's biennial reviews on the appropriateness and effectiveness of the Shire's systems and procedures in relation to risk management; internal control and legislative compliance and report to Council the results of those reviews;
- k) Recommend adoption of the Annual Financial Report to Council and review any significant changes that may arise;
- l) Respond to requests from Council for advice that are within the parameters of the Committee's Terms of Reference;
- m) Recommend to Council on the adoption of the statutory Annual Compliance Return;
- n) Recommend to Council on policy review and adoption;
- o) Recommend to Council on the Integrated Planning and Reporting Framework review and adoption.
- p) Any other compliance or governance direction from change of regulatory environment, as advised from Department of Local Government and Communities from time to time.

Adopted: 26 March 2015.
MINUTE NO. 26/2015

Derby

(08) 9191 0999 | 30 Loch Street
sdwk@sdwk.wa.gov.au | PO Box 94, Derby WA 6728

Fitzroy Crossing

(08) 9191 5355 | Flynn Drive
sdwk@sdwk.wa.gov.au | PO Box 101, Fitzroy Crossing

ABN: 99 934 203 062

www.sdwk.wa.gov.au

12.3 ACCOUNTS FOR PAYMENT - SEPTEMBER 2019

File Number: 5110 - Accounts Payable
Author: Tenille Parasiliti, Finance Officer
Responsible Officer: Amanda O'Halloran, Chief Executive Officer
Authority/Discretion: Information

SUMMARY

For Council to note the list of accounts paid under delegated authority during the month of September 2019.

DISCLOSURE OF ANY INTEREST

Nil

BACKGROUND

Council has delegated to the Chief Executive Officer the exercise of its power to make payments from the Shire's municipal and trust funds. In accordance with regulation 13 of the Local Government (Financial Management) Regulations 1996, a list of accounts paid by the Chief Executive Office is to be provided to Council.

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making

12(1) A payment may only be made from the municipal fund or a trust fund –

- (a) if the local government has delegated to the Chief Executive Officer the exercise of its power to make payments from those funds – by the CEO: or
- (b) otherwise, if the payment is authorised in advance by a resolution of the council.

The Chief Executive Officer has delegated authority to make payments from the municipal and trust fund.

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared –

- (a) the payee's name; and
- (b) the amount of the payment; and

- (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
- (a) for each account which requires council authorisation in that month —
 - (i) the payee’s name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under subregulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

All expenditure from the municipal fund was included in the annual budget as adopted or revised by Council.

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
4: Good governance and an effective organisation Leadership that provides strategic direction for the community, supported by efficient and effective service delivery	4.4: Financial sustainability and accountability for performance	4.4.4: Provide resources to support the Shire’s operations and to meet planning, reporting and accountability requirements

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: In accordance with section 6.8 of the Local Government Act 1995,	Rare	Minor	Low	Expenditure to only be incurred in accordance with budget parameters, which have been

<p>a local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure is authorised in advance by an absolute majority of Council</p>			<p>structured on financial viability and sustainability principles</p>
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CONSULTATION

Internal consultation within the Corporate Services Department.

COMMENT

All municipal fund expenditure included in the list of payments is incurred in accordance with the 2019-20 Annual Budget as adopted by Council at its meeting held 29 August 2019 (Minute No. 81/19 refers) and subsequently revised or has been authorised in advance by the President or by resolution of Council as applicable.

Many payments included in the attached list are in relations to the 2019-20 period and any other expenditure that does not fall into this category have been kept to a minimum of essential only such as employee cost, contractual payments and utility payments.

The table below summarises the payments drawn on the funds during the month. Lists detailing the payments made are appended as an attachment.

**REPORT TO COUNCIL
SEPTEMBER 2019**

FUND	DETAILS	AMOUNT
MUNICIPAL ACCOUNT		
EFT Payments	EFT 47378 - 47519	2,096,688.51
Municipal Cheques		-
Direct Debits	Fees & Charges, Credit Card Payments, Payroll, Payroll Liabilities	700,533.82
Manual Cheques		-
TRUST ACCOUNT		
EFT Payments	EFT 47443 - 47526	48,117.43
Trust Cheques	CHQ 6555 - 6556	517.87
TOTAL		\$2,845,857.63

Creditors Outstanding as at 30/09/2019

\$167,459.31

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **September Payments List**  
2. **September Credit Card Reconciliation**  

RECOMMENDATION

That Council NOTES the list of accounts for September 2019 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$2,845,857.63

REPORT TO COUNCIL – SEPTEMBER 2019

EFT PAYMENTS

PAYMENT ID	DATE	CREDITOR / INVOICE DETAILS	AMOUNT
EFT47378	06/09/2019	A & B TYRES	505.00
INV 30570	02/07/2019	PUNCTURE REPAIR, NEW TYRE	505.00
EFT47379	06/09/2019	AUSTRALIAN SERVICES UNION	360.60
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	360.60
EFT47380	06/09/2019	COCA-COLA AMATIL (AUST) PTY LTD	141.20
INV 220430850	16/07/2019	ITEMS FOR RESALE	141.20
EFT47381	06/09/2019	CHRIS HURSTFIELD	778.46
INV REIMBURSE	06/09/2019	UTILITY REIMBURSEMENT	778.46
EFT47382	06/09/2019	TOTALLY WORKWEAR - DERBY	1,267.20
INV 17368	03/07/2019	UNIFORM	444.00
INV 17424	09/07/2019	UNIFORM	335.20
INV 17428	09/07/2019	UNIFORM	328.00
INV 17463	16/07/2019	UNIFORM	160.00
EFT47383	06/09/2019	WINC	1,539.44
INV 9027779283	10/07/2019	STATIONERY	685.74
INV 9027816933	15/07/2019	STATIONERY	853.70
EFT47384	06/09/2019	DEPUTY CHILD SUPPORT REGISTRAR	310.24
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	310.24
EFT47385	06/09/2019	DERBY BUILDING SUPPLIES	412.56
INV 436334	11/07/2019	MESH GALVANISED SHEET	221.85
INV 436333	11/07/2019	STIHL CHAIN	39.28
INV 437650	29/07/2019	TIMBER DOOR	151.43
EFT47386	06/09/2019	DERBY PROGRESSIVE SUPPLIES	809.99
INV 38357	12/07/2019	ITEMS FOR RESALE	131.08
INV 38470	15/07/2019	ITEMS FOR RESALE	360.43
INV 39270	25/07/2019	AMENITIES	318.48
EFT47387	06/09/2019	DERBY VISITOR CENTRE	1,699.82
INV 610467	04/07/2019	10,000 HERITAGE BROCHURES	1,699.82
EFT47388	06/09/2019	DERBY HARDWARE MITRE10	1,095.86
INV 10497199	02/07/2019	BATTERY	318.00
INV 10498373	16/07/2019	LAWN FERTILISER	497.88
INV 10498934	23/07/2019	CONCRETE	208.00
INV 10499176	25/07/2019	MINOR HAND TOOLS	71.98
EFT47389	06/09/2019	GUNGALLA MACKAY PTY LTD	441.00
INV 19-0000110	11/07/2019	REDUCING BUSH	3.50
INV 19-00001201	22/07/2019	HYDRAULIC HOSE REPAIRS	437.50
EFT47390	06/09/2019	HORIZON POWER - ACCOUNT PAYMENTS	663.05
INV 107820	26/08/2019	POWER AT A/LOT 84 DURACK STREET CABBALLIN FOR THE PERIOD 27/06/2019 TO 26/08/2019	598.75

INV 387885	28/08/2019	POWER AT L1415 ASHLEY ST DERBY WA 6728	64.30
EFT47391	06/09/2019	ITVISION	3,539.25
INV 31951	31/07/2019	MONTHLY PAYROLL SERVICES JULY 2019	3,539.25
EFT47392	06/09/2019	JILA PLUMBING	1,929.71
INV 2151	05/08/2019	REPAIR RETICULATION LEAK AND REPLACE CONTROLER	467.92
INV 2148	05/08/2019	INSTALL NEW HOT WATER SYSTEM PUMP	1,461.79
EFT47393	06/09/2019	KABLE AGENCIES PTY LTD	4,503.48
INV 3057	25/08/2019	FINAL RENTAL INVOICE 68 CLARENDON ST 13/09/2019 TO 30/09/2019	4,503.48
EFT47394	06/09/2019	KIMBERLEY HOME ELECTRICAL	638.62
INV 19-00032038	12/07/2019	SUPPLY BEDDING AND BATHROOM PRODUCTS	479.62
INV 19-00034256	23/07/2019	VACUUM CLEANER	159.00
EFT47395	06/09/2019	LEIGHTON NEWMAN BEECK	1,191.10
INV A900718	16/08/2019	RATES REFUND FOR ASSESSMENT A900718	1,191.10
EFT47396	06/09/2019	WESTERN AUSTRALIAN LOCAL GOVT. ASSOCIATION (WALGA)	28,381.33
INV I3077233	17/07/2019	2019-20 WALGA MEMBERSHIPS	28,282.33
INV I3077334	18/07/2019	BUILDING POSITIVE PARTNERSHIPS WITH ABORIGINAL COMMUNITIES P.MCCUMSTIE 06/08/19	99.00
EFT47397	06/09/2019	LOCAL BLOKE MARKETING AND DISTRIBUTION	3,561.36
INV 12405	28/06/2019	ITEMS FOR RESALE	3,332.56
INV 12438	09/07/2019	ITEMS FOR RESALE	228.80
EFT47398	06/09/2019	MANAGED IT PTY LTD	4,446.70
INV 79713	11/07/2019	TELSTRA TIPT PHONE SYSTEM MIGRATION PROJECT	4,226.70
INV 79714	12/07/2019	NBN MODEMS	220.00
EFT47399	06/09/2019	OUTBACK ELECTRICAL & AIRCON SERVICES	4,728.28
INV 2759	11/07/2019	ELECTRICAL FAULT AT LYTTON PARK BORE	522.50
INV 2770	11/07/2019	INSTALL BORE PUMP AND MOTOR AT LYTTON PARK	2,136.75
INV 2791	23/07/2019	RELOCATE POWER FOR NEW BORE AT LYTTON PARK	1,485.00
INV 2788	23/07/2019	REPAIR POWER OUTAGE FAULT	429.04
INV 2792	23/07/2019	INSTALL NEW DATA POINT TO OFFICE	154.99
EFT47400	06/09/2019	CONFERENCE MANAGEMENT SOLUTIONS	4,760.00
INV 198	04/09/2019	NATIONAL EH CONFERENCE REGISTRATION & ACCOMMODATION FOR M.RYAN 16/09/2019 TO 20/09/2019	1,190.00
INV 207	04/09/2019	NATIONAL EH CONFERENCE REGISTRATION & ACCOMMODATION FOR I.BUCKLE 16/09/2019 TO 20/09/2020	1,190.00
INV 208	04/09/2019	NATIONAL EH CONFERENCE REGISTRATION & ACCOMMODATION FOR C.FULLER 16/09/2019 TO 20/09/2021	1,190.00
INV 209	05/09/2019	NATIONAL EH CONFERENCE REGISTRATION & ACCOMMODATION FOR L.CHAPMAN 16/09/2019 TO 20/09/2022	1,190.00
EFT47401	06/09/2019	RAY WHITE DERBY	760.35
INV A102540	16/08/2019	RATES REFUND FOR ASSESSMENT A102540	760.35
EFT47402	06/09/2019	E & MJ ROSHER PTY LTD	215.30
INV 1403509	29/07/2019	SMALL PARTS	215.30
EFT47403	06/09/2019	SIGMA CHEMICALS	915.20
INV 130416/01	31/07/2019	POOL CHEMICALS	915.20
EFT47404	06/09/2019	BEVERLEY SPRINGS PTY LTD ATF THE BS TRUST T/A SQUIRES EARTHMOVING	125,553.41
INV 2248	08/08/2019	C2018-01 GRADING	125,553.41

EFT47405	06/09/2019	SUPER MOTOR SPARES	1,402.64
INV 535422	04/07/2019	ENGINE & TRANSMISSION COVER	761.89
INV 536636	15/07/2019	DISC PADS, FILTERS	640.75
EFT47406	06/09/2019	H & M TRACEY CONSTRUCTION PTY LTD	14,175.73
INV 35109	01/08/2019	FINAL RETENTIONS RELEASE FOR DERBY AIRPORT	14,175.73
EFT47407	06/09/2019	TERRITORY RURAL	1,593.37
INV 408670104	08/07/2019	SPRINKLER PARTS	1,525.26
INV 408703102	15/07/2019	PIPE PVC	68.11
EFT47408	06/09/2019	DEAN WILSON TRANSPORT PTY LTD	190.28
INV 20193264	31/07/2019	FREIGHT	190.28
EFT47409	11/09/2019	ARCHER BUILDERS PTY LTD	6,908.00
INV 5332	02/05/2019	REPLACE GATES AND FENCING	6,908.00
EFT47410	16/09/2019	A & B TYRES	1,110.00
INV 30647	08/07/2019	TYRES	875.00
INV 30736	15/07/2019	TYRE	235.00
EFT47411	16/09/2019	ARCHER BUILDERS PTY LTD	1,760.00
INV 5438	13/08/2019	INSTALL KICK BOARDS UNDER HAND RAIL	1,760.00
EFT47412	16/09/2019	ALTHAM PLUMBING CONTRACTORS	2,665.27
INV 8914	24/07/2019	PIPE WORK FROM BORE TO TANK AT LYTTON PARK	1,041.25
INV 8956	01/08/2019	PLUMB IN NEW PIPE WORK FOR LYTTON PARK	527.74
INV 8969	06/08/2019	REPAIR CISTERN	222.66
INV 8993	14/08/2019	CARRYOUT BACKFLOW DEVICE TESTING	330.00
INV 8991	14/08/2019	URGENT REPAIR TO MAINS WATER LINE	226.04
INV 8998	14/08/2019	UNBLOCK PUBLIC TOILET	193.83
INV 9021	16/08/2019	DISCONNECT DISHWASHER FROM WATER SUPPLY	123.75
EFT47413	16/09/2019	AUSTRALIA POST	240.78
INV 1008870655	03/09/2019	POSTAL SERVICES AUG 2019	240.78
EFT47414	16/09/2019	ANTHONY PEARCE	418.00
INV 164	18/08/2019	REPLACE DOOR	220.00
INV 163	18/08/2019	ERTH'S DINOSAURS - HIRE OF PALMS	198.00
EFT47415	16/09/2019	BLACKWOODS ATKINS - BROOME	2,834.68
INV BM24865B	08/02/2019	DIESEL STORAGE KIT TANK	1,664.00
INV BM8549TK	03/07/2019	AIR IMPACT WRENCH	420.00
INV BM2230TM	09/07/2019	RATCHET REVERSE	121.44
INV PE2232TM	09/07/2019	CUPLA ROTARY PLUG	57.44
INV PE7278TP	24/07/2019	SOLVIT CLEANER	50.07
INV PE7277TP	24/07/2019	CLAMP	450.41
INV BY7282TP	24/07/2019	RATCHET	46.28
INV BM7265TP	24/07/2019	SOLVIT CLEANER	25.04
EFT47416	16/09/2019	GRIFFIN VALUATION ADVISORY (AUSTRALIAN VALUATION PARTNERS)	16,535.86
INV 1688	30/08/2019	VALUATION OF ASSETS	16,535.86
EFT47417	16/09/2019	BUCKLEYS EARTHWORKS & PAVING PTY LTD	247,166.17
INV 2355	31/07/2019	C03-2018 RECONSTRUCT SUTHERLAND ST	128,489.02
INV 2350	31/07/2019	C2018-01 MAINTENANCE GRADE	53,788.85
INV 2349	31/07/2019	C2019-01 FX ROADS RECONSTRUCTION	64,888.30

EFT47418	16/09/2019	BROOME TOYOTA NORTH WEST MOTOR GROUP	96.05
INV P113053377	06/08/2019	SHIELD EXH MUFF INTER	96.05
EFT47419	16/09/2019	BOC LIMITED	321.61
INV 5004661416	31/08/2019	MONTHLY GAS CYLINDER CHARGES	321.61
EFT47420	16/09/2019	WINC	182.11
INV 9027681143	01/07/2019	STATIONERY	182.11
EFT47421	16/09/2019	DIGGA WEST & EARTHPARTS WA	2,040.50
INV 51173	04/07/2019	GUTTER BROOM BRUSH	990.00
INV 51324	29/07/2019	SIDE BRUSH MOTOR	1,050.50
EFT47422	16/09/2019	DERBY PROGRESSIVE SUPPLIES	97.08
INV 38574	17/07/2019	SOAP FOR HEALTH PROMOTION	97.08
EFT47423	16/09/2019	DWA INDUSTRIAL RESOURCES PTY LTD	2,112.00
INV 2018704	06/06/2019	GALVINISED PLATE	2,112.00
EFT47424	16/09/2019	ESTATE OF LATE MARGARET ANN THOMPSON	791.00
INV A106500	04/09/2019	RATES REFUND FOR ASSESSMENT A106500	791.00
EFT47425	16/09/2019	EXTREME PEST CONTROL	330.00
INV 10902	02/08/2019	RODENT PEST CONTROL	330.00
EFT47426	16/09/2019	FITZROY HARDWARE PTY LTD	954.50
INV 112964	28/03/2019	REPLACEMENT HOSE FOR PRESSURE WASHER	100.00
INV 113483	10/04/2019	SPRAY PAINT	12.20
INV 114385	04/05/2019	SMALL PARTS	163.30
INV 117440	11/07/2019	STORAGE CABINET	679.00
EFT47427	16/09/2019	GREENFIELD TECHNICAL SERVICES	8,090.99
INV 1164	31/07/2019	CONTRACT PROJECT MANAGEMENT WORKS AND SITE SUPERVISION FOR AGRN 793 - ONSITE CONSULTING	8,090.99
EFT47428	16/09/2019	GUNGALLA MACKAY PTY LTD	244,127.74
INV 32669	26/06/2019	C2017-10 FLOOD DAMAGE REPAIRS	166,098.35
INV 32668	19/07/2019	C2018-01 GRADING	77,879.89
INV 19-00001466	13/08/2019	THREAD REPAIR KIT	149.50
EFT47429	16/09/2019	HAYS SPECIALIST RECRUITMENT	19,968.85
INV 8577595	21/08/2019	FINANCIAL SERVICES WEEK ENDING 18/08/19	3,135.44
INV 8577594	21/08/2019	FINANCIAL SERVICES WEEK ENDING 18/08/19	3,351.01
INV 8595791	28/08/2019	FINANCIAL SERVICES WEEK ENDING 25/08/2019	3,409.79
INV 8595792	28/08/2019	FINANCIAL SERVICES WEEK ENDING 25/08/2019	3,331.41
INV 8616965	04/09/2019	FINANCIAL SERVICES WEEK ENDING 01/09/19	3,370.60
INV 8616966	04/09/2019	FINANCIAL SERVICES WEEK ENDING 01/09/19	3,370.60
EFT47430	16/09/2019	DERBY DISTRICT HIGH SCHOOL SOCIAL CLUB	1,000.00
INV BOND	30/08/2019	RETURN BOND FOR HIRE OF CIVIC CENTRE 22/08/19 - 24/08/19	1,000.00
EFT47431	16/09/2019	INTEGRITY COACHLINES (AUST) PTY LTD	169.07
INV 12193	16/08/2019	BUS TICKET #819981	57.80
INV 12226	31/08/2019	BUS TICKET #820748	111.27
EFT47432	16/09/2019	JOHN CAREY	520.13
INV REIMBURSE	11/09/2019	REIMBURSE WATER USAGE FOR THE PERIOD 11/05/19 - 15/07/19, REIMBURSE POWER USAGE FOR THE PERIOD 04/06/19 - 01/08/19	520.13
EFT47433	16/09/2019	NATHAN DOLBY	945.54
INV REIMBURSE	11/09/2019	REIMBURSE POWER USAGE FOR THE PERIOD 03/04/19 - 02/08/19	945.54

EFT47434	16/09/2019	NICHOLAS MARK HARRINGTON	322.56
INV REIMBURSE	28/08/2019	REIMBURSE POWER USAGE FOR THE PERIOD 29/05/19 - 26/07/19	322.56
EFT47435	16/09/2019	THINK WATER BROOME	11,045.11
INV 18-00006469	30/11/2018	PARTS TO REPAIR PRESSURE RELIEF VALVE	25.97
INV 19-00003110	30/05/2019	INSTALL NEW PUMP AND MOTOR	10,115.63
INV 19-00003130	31/05/2019	FREIGHT CHARGES FOR NEW PUMP	290.15
INV 19-00003359	26/06/2019	COMPOSITE PRESSURE TANK	613.36
EFT47436	16/09/2019	OFFICE STAR	357.50
INV 51367	16/07/2019	PRINTER RELOCATION	357.50
EFT47437	16/09/2019	ROBERT HOSKIN	500.00
INV BOND	19/08/2019	RETURN BOND FOR HIRE OF CIVIC CENTRE 16/08/2019	300.00
INV BOND	19/08/2019	RETURN BOND FOR HIRE OF EQUIPMENT 16/08/2019	200.00
EFT47438	16/09/2019	E & MJ ROSHER PTY LTD	462.60
INV 1116911	05/02/2019	TWO FRONT TYRE ASSEMBLY	462.60
EFT47439	16/09/2019	SKIPPERS CLEANING SERVICES	13,172.50
INV 1045	31/08/2019	MONTHLY CLEANING SERVICES	13,172.50
EFT47440	16/09/2019	BEVERLEY SPRINGS PTY LTD ATF THE BS TRUST T/A SQUIRES EARTHMOVING	106,680.52
INV 2250	26/08/2019	C2018-01 MAINTENANCE GRADE	106,680.52
EFT47441	16/09/2019	TELSTRA CORPORATION	74.94
INV 1718873800	27/08/2019	FX BUSINESS LINE	74.94
EFT47442	16/09/2019	WOOLWORTHS PTY LIMITED	515.37
INV 3598553	30/07/2019	YOUTH SERVICES COOK UP	81.89
INV 38119558	05/08/2019	STAFF AMENITIES	84.32
INV 3598542	12/08/2019	ENVIRONMENTAL HEALTH - WATER BOTTLES	60.00
INV 3598657	20/08/2019	STAFF AMENITIES	144.00
INV 3598735	26/08/2019	MOWANJUM BBQ FOR COMMUNITY CLEAN-UP	145.16
EFT47446	20/09/2019	AUSTRALIAN SERVICES UNION	360.60
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	360.60
EFT47447	20/09/2019	BUCKLEYS EARTHWORKS & PAVING PTY LTD	534,563.47
INV 2348	31/07/2019	C2019-01 INTERSECTION UPGRADE	159,995.61
INV 2354	31/07/2019	C2018-03 FLOOD DAMAGE REPAIRS	374,567.86
EFT47448	20/09/2019	DEPUTY CHILD SUPPORT REGISTRAR	310.24
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	310.24
EFT47449	20/09/2019	DEPARTMENT OF FIRE AND EMERGENCY SERVICES.	68,923.87
INV 149436	21/08/2019	2019/20 ELS Q1 CONTRIBUTION	68,923.87
EFT47450	20/09/2019	HORIZON POWER - ACCOUNT PAYMENTS	41,739.32
INV 220780	02/09/2019	POWER TO DERBY STREET LIGHTS FOR THE PERIOD 01/08/2019 TO 31/08/2019	16,807.63
INV 424950	03/09/2019	POWER AT LOT 26818 WHARF RD, DERBY FOR THE PERIOD 03/08/2019 TO 03/09/2019	374.44
INV 333902	03/09/2019	POWER AT 24 LOCH ST, DERBY FOR THE PERIOD 03/08/2019 TO 03/09/2019	1,280.85
INV 321183	04/09/2019	POWER AT 30 CLARENDON ST, DERBY FOR THE PERIOD 06/08/19 - 04/09/19	3,024.45
INV 172452	04/09/2019	POWER AT LOT 199 FORREST RD, FITZROY CROSSING FOR THE PERIOD 06/08/2019 TO 04/09/2019	8,521.23
INV 312249	06/09/2019	POWER AT LOT 143 DERBY HWY, DERBY FOR THE PERIOD 06/08/2019 TO 04/09/2019	3,914.66

INV 166519	06/09/2019	POWER AT ASHLEY ST, DERBY FOR THE PERIOD 06/08/2019 TO 04/09/2019	3,588.32
INV 198764	09/09/2019	POWER AT L128 GREAT NORTHERN HWY FOR THE PERIOD 09/08/19 - 09/09/19	1,969.68
INV 401732	10/09/2019	POWER AT UNIT 3/74 FALLON RD, FITZROY CROSSING FOR THE PERIOD 10/07/2019 TO 10/09/2019	140.37
INV 163224	10/09/2019	POWER AT LOT 99999 FALLON RD, FITZROY CROSSING FOR THE PERIOD 10/07/2019 TO 10/09/2019	278.70
INV 163546	10/09/2019	POWER AT LOT 32 AIRPORT RD, FITZROY CROSSING FOR THE PERIOD 09/07/2019 TO 10/09/2019	1,838.99
EFT47451	27/09/2019	AUS ASSIST - COUNCIL DIRECT	220.00
INV 14515	30/08/2019	ADVERT FX CUSTOMER SERVICE OFFICER	220.00
EFT47452	27/09/2019	A & B TYRES	790.00
INV 30972	02/08/2019	TYRES & WHEEL ALIGNMENT	790.00
EFT47453	27/09/2019	ARCHER BUILDERS PTY LTD	2,552.00
INV 5459	23/08/2019	REMOVE STEEL RACKING, FLOOR TIMBERS & A/C UNITS THEN BOARD UP	2,552.00
EFT47454	27/09/2019	ALTHAM PLUMBING CONTRACTORS	264.00
INV 9017	16/08/2019	EXCAVATE PLOT 694P	264.00
EFT47455	27/09/2019	DERBY LICENCED POST OFFICE	88.00
INV 2534	31/08/2019	DISTRIBUTION OF ANIMAL REGISTRATION & VERGE COLLECTION FL YERS	88.00
EFT47456	27/09/2019	BOOKEASY PTY LTD	977.58
INV 16463	08/09/2019	MONTHLY BOOKINGS FEE AUG 2019	977.58
EFT47457	27/09/2019	BP COLAC SERVICE STATION	300.00
INV 104825	21/08/2019	CATERING FOR MINISTER SAFFIOTI BREAKFAST	300.00
EFT47458	27/09/2019	CABCHARGE AUSTRALIA LIMITED	6.09
INV 890453P1909	09/09/2019	ACCOUNT KEEPING FEE	6.09
EFT47459	27/09/2019	CEMETERIES & CREMATORIA ASSOCIATION OF WA INC	125.00
INV 1034	27/08/2019	2019/20 ORDINARY MEMBERSHIP	125.00
EFT47460	27/09/2019	TOTALLY WORKWEAR - DERBY	2,281.09
INV 17529	30/07/2019	UNIFORMS	296.00
INV 17559	06/08/2019	UNIFORMS	166.40
INV 17634	15/08/2019	UNIFORMS	90.16
INV 17633	15/08/2019	UNIFORMS	774.00
INV 17635	15/08/2019	UNIFORMS	479.00
INV 17752	04/09/2019	UNIFORMS	82.53
INV 17805	11/09/2019	UNIFORMS	393.00
EFT47461	27/09/2019	CROSSING AUTOMOTIVE SERVICES	335.01
INV 14436	22/03/2019	BATTERY	335.01
EFT47462	27/09/2019	DERBY BUILDING SUPPLIES	712.60
INV 437906	01/08/2019	ASPHALT	706.70
INV 438923	16/08/2019	BATTERIES	5.90
EFT47463	27/09/2019	DERBY CHAMBER OF COMMERCE INC	5,000.00
INV 690	31/08/2019	2019 KIMBERLEY ECONOMIC FORUM GRANT	5,000.00
EFT47464	27/09/2019	DIGGA WEST & EARTHPARTS WA	646.80
INV 51349	01/08/2019	WIRE GUTTER BRUSH	539.00
INV 51375	06/08/2019	MOTOR SPLINE DRIVE	107.80
EFT47465	27/09/2019	DERBY PROGRESSIVE SUPPLIES	2,001.15
INV 39713	01/08/2019	ITEMS FOR RESALE	142.28

INV 39640	14/08/2019	AMENITIES	1,190.05
INV 41252	22/08/2019	DEMIN WATER 20L	52.84
INV 41021	26/08/2019	ITEMS FOR RESALE	615.98
EFT47466	27/09/2019	DERBY STOCK SUPPLIES	330.00
INV 13065196	09/08/2019	COLLECT VEHICLE AND DEPOSIT AT IMPOUND YARD	165.00
INV 13065195	13/08/2019	COLLECT VEHICLE AND DEPOSIT AT IMPOUND YARD	165.00
EFT47467	27/09/2019	DERBY HARDWARE MITRE10	216.27
INV 10499738	02/08/2019	GLOBES	36.96
INV 10501198	22/08/2019	CUTTING DISC	27.90
INV 10501225	22/08/2019	SMALL PARTS	47.98
INV 10501806	30/08/2019	SMALL PARTS	47.46
INV 10501822	30/08/2019	SMALL PARTS	55.97
EFT47468	27/09/2019	EMMA GUGERI	347.90
INV REIMBURSE	20/09/2019	REIMBURSE POWER USAGE FOR THE PERIOD 17/07/19 - 17/09/19	347.90
EFT47469	27/09/2019	ELDERS LIMITED (DERBY BRANCH)	1,650.83
INV IY65363	02/08/2019	DRY DOG FOOD FOR IMPOUND	45.00
INV IY65384	05/08/2019	OIL	1,187.71
INV IY65480	12/08/2019	OIL, BRAKE FLUID	185.40
INV IY65523	15/08/2019	OIL	232.72
EFT47470	27/09/2019	MORGAN EMMS	100.00
INV REFUND	19/08/2019	REFUND BOND FOR SQUASH COURT KEY HIRE 13/08/19	100.00
EFT47471	27/09/2019	FITZROY HELICOPTERS PTY LTD	2,014.82
INV REFUND	10/09/2019	REFUND OVERPAYMENT FOR INVOICE 22437	2,014.82
EFT47472	27/09/2019	FIRST PEOPLES DISABILITY NETWORK (AUSTRALIA) LIMITED	45.00
INV REFUND	11/09/2019	REFUND COMMUNITY ROOM HIRE FEES FOR CANCELLED EVENT 16/07/2019	45.00
EFT47473	27/09/2019	GJ JOHNSON & CO ELECTRICAL CONTRACTORS	2,211.00
INV 70435	13/08/2019	RESTORE POWER TO REC HALL	654.50
INV 70453	21/08/2019	REPLACE FLURO TUBES TO VERANDA LIGHTING	583.00
INV 70457	21/08/2019	INSTALL RCD UNITS FOR CIRCUIT BREAKERS	973.50
EFT47474	27/09/2019	HORIZON POWER - ACCOUNT PAYMENTS	16,864.59
INV 203951	13/09/2019	POWER AT 3 LOCH ST, DERBY FOR THE PERIOD 12/07/2019 TO 13/09/2019	368.52
INV 442971	17/09/2019	POWER AT LOT 277A CLARENDON ST, DERBY FOR THE PERIOD 17/07/2019 TO 17/09/2019	1,140.18
INV 328972	17/09/2019	POWER AT 30 JOHNSTON ST, DERBY FOR THE PERIOD 17/07/2019 TO 17/09/2019	10,495.70
INV 308420	17/09/2019	POWER AT 14 HARDMAN ST, DERBY FOR THE PERIOD 17/07/2019 TO 17/09/2019	1,243.72
INV 104620	17/09/2019	POWER AT LOT 277B CLARENDON ST, DERBY FOR THE PERIOD 17/07/2019 TO 17/09/2019	116.50
INV 438190	20/09/2019	POWER AT 3/20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	72.59
INV 416000	20/09/2019	POWER AT 6/20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	274.35
INV 415999	20/09/2019	POWER AT 5/20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	160.79
INV 415996	20/09/2019	POWER AT 2/20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	255.05
INV 406063	20/09/2019	POWER AT 20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	70.29
INV 415995	20/09/2019	POWER AT 1/20 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	162.52
INV 407909	20/09/2019	POWER AT 68 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	964.97

INV 340889	20/09/2019	POWER AT 55 CLARENDON ST, DERBY FOR THE PERIOD 20/07/19 - 20/09/19	133.66
INV 432334	24/09/2019	POWER AT UNIT B/4 ROWELL ST, DERBY FOR THE PERIOD 23/07/19 - 24/09/19	66.13
INV 273214	24/09/2019	POWER AT 6 ROWELL CT, DERBY FOR THE PERIOD 24/07/19 - 24/09/19	68.27
INV 320398	24/09/2019	POWER AT LOT 293 WHARF RD, DERBY FOR THE PERIOD 24/07/19 - 24/09/19	739.34
INV 150216	24/09/2019	POWER AT 4 LOCH ST, DERBY FOR THE PERIOD 24/07/19 - 24/09/19	532.01
EFT47475	27/09/2019	ITVISION	3,539.25
INV 32097	31/08/2019	PAYROLL SERVICES FOR AUG 2019	3,539.25
EFT47476	27/09/2019	JCB CONTSTRUCTION EQUIPMENT AUSTRALIA	510.06
INV 103795P	12/09/2019	GA CLAMP CYLINDER, STEP	510.06
EFT47477	27/09/2019	JILA PLUMBING	239.80
INV 2207	19/08/2019	REPLACE FAULTY GAS REGULATOR	239.80
EFT47478	27/09/2019	WESFARMERS KLEENHEAT GAS PTY LTD	158.40
INV 578872	31/08/2019	YEARLY FACILITY FEES FOR 45KG VAP CYL	158.40
EFT47479	27/09/2019	KIMBERLEY HOME ELECTRICAL	94.90
INV 19-00040764	29/08/2019	AV CORD FOR MOVIE SCREEN PROJECTOR SYSTEM	14.95
INV 19-00043289	13/09/2019	USB FOR LIVE DEADLY CONFERENCE PRESENTATION PERTH	79.95
EFT47480	27/09/2019	KIMBERLEY PEST CONTROL	5,676.00
INV 14684	20/08/2019	VERMON CONTROL	693.00
INV 14683	20/08/2019	CARRY OUT 6 MONTHLY INSPECTIONS	4,983.00
EFT47481	27/09/2019	KOTAHI DEVELOPMENTS	1,100.00
INV 1942	28/08/2019	FIRE BREAKS AT 13 WINDJANA RD	660.00
INV 1943	28/08/2019	FIRE BREAKS AT 8 BELL CREEK WY	440.00
EFT47482	27/09/2019	KW TILT & TOW	495.00
INV T17	26/08/2019	COLLECT VEHICLE AND DEPOSIT AT IMPOUND YARD	165.00
INV T18	26/08/2019	COLLECT VEHICLES AND DEPOSIT AT IMPOUND YARD	330.00
EFT47483	27/09/2019	KEY2CREATIVE	3,696.00
INV 47366	23/08/2019	SHIRE WEBSITE IMPROVEMENTS	3,696.00
EFT47484	27/09/2019	KENNEDY INVESTMENTS WA P/L (LANCELIN BOBCAT HIRE)	275.00
INV 245	29/08/2019	FIRE BREAK AT 33 KNOWSLEY STREET EAST	275.00
EFT47485	27/09/2019	STATE LIBRARY OF WA	660.00
INV RI024094	15/08/2019	ANNUAL LOST AND DAMAGED ACCOUNT FROM SLWA	660.00
EFT47486	27/09/2019	WESTERN AUSTRALIAN LOCAL GOVT. ASSOCIATION (WALGA)	6,938.00
INV I3077675	01/08/2019	TRAINING RATES IN LOCAL GOVERNMENT CLERICAL E. GUGERI 11/11/19	1,045.00
INV C3011815	05/08/2019	TRAINING RATES IN LOCAL GOVERNMENT CLERICAL E. GUGERI 08/08/19	-1,012.00
INV I3077835	19/08/2019	WALGA LG WEEK CONFERENCE - C.KLOSS 7/8/19	120.00
INV I3077917	20/08/2019	WALGA LG WEEK BFAST REGISTRATION - G.HAEREWA 7/8/19	40.00
INV I3078613	29/08/2019	WALGA LG WEEK REGISTRATION - G.HAEREWA 7/8/19	1,475.00
INV I3078614	29/08/2019	WALGA LG WEEK REGISTRATION - C.KLOSS 7/8/19	845.00
INV I3078615	29/08/2019	WALGA LG WEEK REGISTRATION - P. MCCUMSTIE 7/8/19	1,475.00
INV I3078616	29/08/2019	WALGA LG WEEK REGISTRATION - A.O'HALLORAN 7/8/19	1,475.00
INV I3078617	29/08/2019	WALGA LG WEEK REGISTRATION - P. WHITE 7/8/19	1,475.00
EFT47487	27/09/2019	LYNFORD OSBORNE PARK	89.68
INV 1850197	16/08/2019	LAT ASY	47.40
INV 1850336	19/08/2019	FREIGHT	42.28
EFT47488	27/09/2019	MT BARNETT STORE PTY LTD	158.00

INV 419157	15/08/2019	ACCOMMODATION & FUEL	158.00
EFT47489	27/09/2019	RM SURVEYS PTY LTD (RM MAKJAP)	1,331.00
INV 22286	26/08/2019	PEG OUT CEMETERY FOR CLEARING NEW GROUND	1,331.00
EFT47490	27/09/2019	MARKET CREATIONS	88.00
INV IB71-1	30/08/2019	DESIGN SET UP FOR NAME BADGE	88.00
EFT47491	27/09/2019	MADISON CHURCH	904.27
INV REIMBURSE	11/09/2019	REIMBURSE POWER USAGE FOR THE PERIOD 04/04/19 - 05/08/19	904.27
EFT47492	27/09/2019	MCLEODS BARRISTERS & SOLICITORS	1,650.00
INV 109786	29/08/2019	ADVICE ON DERBY PORT ON MAINTENANCE OBLIGATIONS UNDER HEAD LEASE FROM DEPT OF TRANSPORT	1,650.00
EFT47493	27/09/2019	MANGUNAMPI MANGARRI INC (YAKANARRA COMMUNITY)	150.00
INV REFUND	23/09/2019	REFUND OVERPAYMENT OF YAKANARRA STORE ANNUAL FOOD REGISTRATION	150.00
EFT47494	27/09/2019	MOORE STEPHENS (TAX)	25,355.00
INV 31628	31/08/2019	INTERIM FINANCIAL STATEMENTS FOR JULY 2019	1,100.00
INV 313613	31/08/2019	FINAL BILLING FOR CORPORATE BUSINESS PLAN REVIEW	1,100.00
INV 313614	31/08/2019	STRATEGIC RESOURCE PLANNING	4,455.00
INV 313623	31/08/2019	FINAL BILLING FOR 2019/20 BUDGET	2,200.00
INV 313626	31/08/2019	PREPARATION OF 2019/20 BUDGET AND ASSISTANCE WITH CHART OF ACCOUNTS RESTRUCTURE	16,500.00
EFT47495	27/09/2019	NOEL ALEXANDER MYERS	178.40
INV REIMBURSE	13/09/2019	REIMBURSE TELECOMMUNICATION USAGE FOR THE PERIOD 22/06/19 - 21/08/19	178.40
EFT47496	27/09/2019	NETSTAR AUSTRALIA PTY LTD	11,844.36
INV 72887	15/06/2019	12MTH EZY2C SUBSCRIPTION X10	7,378.80
INV 75168	15/07/2019	12MTH EZY2C SUBSCRIPTION X17	4,465.56
EFT47497	27/09/2019	NORTH WEST LOCKSMITH	682.00
INV 17429	28/08/2019	RE-KEY IGNITION AND DOOR BARRELLS	682.00
EFT47498	27/09/2019	IXOM OPERATIONS PTY LTD (FORMERLY ORICA)	42.28
INV 6148596	31/08/2019	CHLORINE GAS SERVICE FEE	42.28
EFT47499	27/09/2019	PAUL BETAMBEAU	3,083.00
INV 1163	21/08/2019	REPAIR POOL EDGE TILES	460.00
INV 1135	28/08/2019	REPAIR STEEL COLUMNS TO GARDNERS SHED	2,325.00
INV 1176	09/09/2019	INSTALL STEEL PLATES TO TOP OF DOORS AND RE-ATTACH DOOR CLOSER	298.00
EFT47500	27/09/2019	REGAL TRANSPORT	72.49
INV 1076048	09/08/2019	FREIGHT	72.49
EFT47501	27/09/2019	REBECCA JENNINGS	300.00
INV REFUND	22/08/2019	REFUND BOND FOR HIRE OF COMMUNITY ROOM 21/08/19	300.00
EFT47502	27/09/2019	E & MJ ROSHER PTY LTD	83.06
INV 1400612	24/04/2019	FREIGHT	24.75
INV 1402456	21/06/2019	BEARING, BUSH	58.31
EFT47503	27/09/2019	RUSTYS IGA (HAGGARTY NOMINEES PTY LTD)	273.50
INV 03/5564	27/08/2019	MOWANJUM COMMUNITY CLEANUP - BUNS	170.00
INV 03/8398	10/09/2019	HEALTH CAMPAIGN LAUNCH DAY BBQ - BUNS	103.50
EFT47504	27/09/2019	SAMPEY MEATS	519.60
INV 201834	27/08/2019	MOWANJUM COMMUNITY CLEANUP - MEAT PATTIES	519.60

EFT47505	27/09/2019	SKIPPERS CLEANING SERVICES	1,320.00
INV 1037	21/08/2019	CARRYOUT CLEANS TO CONSULTANTS UNIT	330.00
INV 1046	31/08/2019	CLEAN OF TOURISM LOUNGE AUG 2019	990.00
EFT47506	27/09/2019	SUPER MOTOR SPARES	330.73
INV 539494	09/08/2019	TIMMG BELT KI, FILTERS	330.73
EFT47507	27/09/2019	TELSTRA CORPORATION	29,605.57
INV 4174249435	04/09/2019	MOBILE PHONE ACCOUNT	2,993.08
INV 0463459000	12/09/2019	MAIN LINE ACCOUNT	26,612.49
EFT47508	27/09/2019	CLEANAWAY CO PTY LTD	387,336.70
INV 352987	31/07/2019	TIP MANAGEMENT JULY 2019	113,191.47
INV 352991	31/07/2019	RECYCLING SERVICES JULY 2019	7,148.79
INV 352995	31/07/2019	WASTE COLLECTION SERVICES JULY 2019	62,261.32
INV 359231	31/08/2019	EMPTY SKIP BIN	578.64
INV 359245	31/08/2019	WASTE COLLECTION SERVICES AUG 2019	90,965.01
INV 359246	31/08/2019	TIP MANAGEMENT AUG 2019	113,191.47
EFT47509	27/09/2019	TENILLE PARASILITI	170.72
INV REIMBURSE	20/09/2019	REIMBURSE POWER USAGE FOR THE PERIOD 15/06/19 -14/08/19	170.72
EFT47510	27/09/2019	TERRITORY RURAL	30.27
INV 408821602	07/08/2019	PIPE, COUPLING	30.27
EFT47511	27/09/2019	LEEDAL PTY LTD T/AS TARUNDA IGA	49.52
INV 887539	30/08/2019	DOG FOOD, BATTERIES FOR MICROCHIP READER	49.52
EFT47512	27/09/2019	TOLL TRANSPORT PTY LTD	288.16
INV 0438-8L4291	26/05/2019	FREIGHT	288.16
EFT47513	27/09/2019	TYREPOWER DERBY	1,317.00
INV 110759	08/08/2019	WHEEL ALIGNMENT	150.00
INV 110801	12/08/2019	BATTERY	410.00
INV 110821	14/08/2019	BATTERY	160.00
INV 110884	20/08/2019	TYRE	397.00
INV 110883	20/08/2019	BATTERY	200.00
EFT47514	27/09/2019	VIVIENNE BYSTERVELD	750.00
INV REFUND	11/09/2019	REFUND BURIAL FEES	750.00
EFT47515	27/09/2019	LEAVILLE HOLDINGS PTY LTD (WILLARE BRIDGE ROADHOUSE)	1,485.00
INV 6702	31/07/2019	COLLECTION AND DISPOSAL OF RUBBISH AT WILLARE JULY 2019	660.00
INV 6824	31/08/2019	COLLECTION AND DISPOSAL OF RUBBISH AT WILLARE AUG 2019	825.00
EFT47516	27/09/2019	WEST KIMBERLEY AUTO ELECTRICAL	712.74
INV 942	28/08/2019	BEACON, GLOBE MOUNTING BRACKET & ANTENNA MOUNT	155.64
INV 936	28/08/2019	REPAIR FAULT TO A/C SYSTEM	534.60
INV 955	29/08/2019	TWIN CORE CABLE	22.50
EFT47517	27/09/2019	WATTNOW ELECTRICAL	9,694.57
INV 6890	14/08/2019	SUPPLY & INSTALL OVEN	718.85
INV 6888	20/08/2019	REPLACE GLOBES TO COURT LIGHTS	4,983.00
INV 6930	23/08/2019	SUPPLY AND INSTALL CIRCUIT TO FRONT GATE & NEW GPO'S	2,482.42
INV 6939	28/08/2019	REPAIR LIGHT IN MAIN RECEPTION	131.69
INV 6972	03/09/2019	REPLACE LIGHT FITTINGS & GPO	1,378.61
EFT47518	27/09/2019	WURTH AUSTRALIA PTY LTD	201.76

INV 4306819803	09/08/2019	GLOVES, SCREWS, NUTS, WASHERS	201.76
EFT47519	27/09/2019	WOOLWORTHS PTY LIMITED	203.93
INV 3598832	06/09/2019	GREAT NORTHERN CLEANUP 7/9/19 GROCERIES	55.05
INV 3726059	09/09/2019	HEALTH CAMPAIGN LAUNCH DAY BBQ GROCERIES	148.88
TOTAL			\$2,096,688.51

CHQ PAYMENTS – MUNI ACCOUNT

PAYMENT ID	DATE	CREDITOR / INVOICE DETILS	AMOUNT
TOTAL			NIL

EFT PAYMENTS – TRUST ACCOUNT

PAYMENT ID	DATE	CREDITOR / INVOICE DETILS	AMOUNT
EFT47443	20/09/2019	CONSTRUCTION TRAINING FUND	71.75
INV TBCI.20	30/08/2019	APP # BPU4071	71.75
EFT47444	20/09/2019	BUILDING COMMISSION	382.30
INV TBRB.30	30/08/2019	APP # BPC4070, APP # BPC4072, APP # BPU4071	382.30
EFT47445	20/09/2019	SHIRE OF DERBY/WEST KIMBERLEY	23.25
INV TBRB.30	30/08/2019	BUILDING APPLICATION COMMISSIONS	15.00
INV TBCI.20	30/08/2019	BUILDING APPLICATION COMMISSIONS	8.25
EFT47520	30/09/2019	CLARENDON UNIT TRUST (DERBY LODGE & BACKPACKERS)	175.00
INV TDBL.23	01/09/2019	FX TOUR SALES	175.00
EFT47521	30/09/2019	GIRLOORLOO TOURS (MIMBI ABORIGINAL CORPORATION)	30,940.00
INV TGTS.23	01/09/2019	FX TOUR SALES	30,940.00
EFT47522	30/09/2019	HORIZONTAL FALLS SEAPLANE ADVENTURES	6,073.00
INV THFS.23	01/09/2019	FX TOUR SALES	4,451.00
INV THFS.23	01/09/2019	FX TOUR SALES	1,622.00
EFT47523	30/09/2019	KIMBERLEY AIR TOURS	1,723.75
INV TKAT.23	01/09/2019	FX TOUR SALES	1,723.75
EFT47524	30/09/2019	MOWIE ENTERPRISES	857.50
INV TMOE.23	01/09/2019	FX TOUR SALES	857.50
EFT47525	30/09/2019	SHIRE OF DERBY/WEST KIMBERLEY	5,805.88
INV THFS.23	01/09/2019	FX SALES COMMISSIONS	487.00
INV THFS.23	01/09/2019	FX SALES COMMISSIONS	179.00
INV TYBB.23	01/09/2019	FX SALES COMMISSIONS	295.00
INV TDBL.23	01/09/2019	FX SALES COMMISSIONS	25.00
INV TKWE.23	01/09/2019	FX SALES COMMISSIONS	31.13
INV TKAT.23	01/09/2019	FX SALES COMMISSIONS	246.25
INV TMOE.23	01/09/2019	FX SALES COMMISSIONS	122.50

INV TGTS.23	01/09/2019	FX SALES COMMISSIONS	4,420.00
EFT47526	30/09/2019	YEEDA KIMBERLEY TOURS	2,065.00
INV TYBB.23	01/09/2019	FX TOUR SALES	2,065.00
TOTAL			\$48,117.43

CHQ PAYMENTS – TRUST ACCOUNT

PAYMENT ID	DATE	CREDITOR / INVOICE DETILS	AMOUNT
6555	20/09/2019	THE DERBY WEST KIMBERLEY AIR BRANCH CWA	300.00
INV T246	04/09/2019	REFUND BOND FOR HIRE OF CIVIC CENTRE	300.00
6556	30/09/2019	KIMBERLEY WILD EXPEDITIONS	217.87
INV TKWE.23	01/09/2019	FX TOUR SALES	217.87
TOTAL			\$517.87

MANUAL CHEQUE

PAYMENT ID	DATE	CREDITOR / INVOICE DETILS	AMOUNT
TOTAL			NIL

FEE PAYMENTS

PAYMENT ID	DATE	CREDITOR / INVOICE DETILS	AMOUNT
852	06/09/2019	DOT - DOT PAYMENT	1,184.35
852	02/09/2019	MER - MERCHANT FEES	130.12
852	02/09/2019	INT - DEBIT INTEREST FEE	1.09
852	02/09/2019	EXC - EXCESS TRANSACTIONS FEE	6.60
852	02/09/2019	EXC - EXCESS TRANSACTIONS FEE	17.80
852	02/09/2019	EXC - EXCESS TRANSACTIONS FEE	25.40
852	02/09/2019	EXC - EXCESS TRANSACTIONS FEE	36.10
852	02/09/2019	CMD - CHEQUE OR MERCHANT DEPOSITS FEE	12.60
852	01/09/2019	CBA - CBA POS FEE	57.50
852	01/09/2019	ASF - ACCOUNT SERVICE FEE	5.00
852	05/09/2019	GHA - GREYHOUND AUSTRALIA	2,767.60
852	01/09/2019	CBA - CBA POS FEE	57.50
852	01/09/2019	ASF - ACCOUNT SERVICE FEE	5.00
852	02/09/2019	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	49,174.00
852	01/09/2019	CBA - CBA POS FEE	-57.50
852	01/09/2019	ASF - ACCOUNT SERVICE FEE	-5.00
852	05/09/2019	DOT - DOT PAYMENT	1,061.20
852	04/09/2019	DOT - DOT PAYMENT	6,329.95

852	03/09/2019	DOT - DOT PAYMENT	326.05
852	03/09/2019	MER - MERCHANT FEES	299.79
852	03/09/2019	MER - MERCHANT FEES	91.30
852	02/09/2019	DOT - DOT PAYMENT	2,212.90
852	02/09/2019	MER - MERCHANT FEES	578.33
853	13/09/2019	DOT - DOT PAYMENT	1,911.60
853	12/09/2019	GHA - GREYHOUND AUSTRALIA	1,715.07
853	12/09/2019	DOT - DOT PAYMENT	3,998.25
853	11/09/2019	DOT - DOT PAYMENT	2,583.75
853	10/09/2019	DOT - DOT PAYMENT	1,915.75
853	09/09/2019	DOT - DOT PAYMENT	2,435.45
853	13/09/2019	FXBC - FITZROY CROSSING BANK CHARGES	60.00
854	20/09/2019	DOT - DOT PAYMENT	3,885.15
854	19/09/2019	GHA - GREYHOUND AUSTRALIA	3,426.65
854	19/09/2019	DOT - DOT PAYMENT	2,103.55
854	18/09/2019	DOT - DOT PAYMENT	3,993.25
854	18/09/2019	ASF - ACCOUNT SERVICE FEE	50.00
854	17/09/2019	DOT - DOT PAYMENT	2,333.15
854	16/09/2019	DOT - DOT PAYMENT	2,794.35
854	16/09/2019	BEX - BPOINT FEES	31.95
855	27/09/2019	DOT - DOT PAYMENT	1,694.70
855	26/09/2019	GHA - GREYHOUND AUSTRALIA	4,140.10
855	26/09/2019	DOT - DOT PAYMENT	2,409.50
855	25/09/2019	BAS4 - ATO - BAS PAYMENT - PAYG WITHHOLDING	103,819.00
855	25/09/2019	DOT - DOT PAYMENT	2,939.20
855	24/09/2019	DOT - DOT PAYMENT	3,340.30
855	23/09/2019	DOT - DOT PAYMENT	3,919.50
DD18098.1	03/09/2019	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	23,150.42
SUPER	03/09/2019	SUPERANNUATION	18,134.20
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	687.70
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	455.50
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	588.78
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	1,077.95
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	591.00
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	882.97
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	26.98
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	161.86
DEDUCTION	03/09/2019	PAYROLL DEDUCTION	543.48
DD18098.2	03/09/2019	VISION SUPER	351.22
SUPER	03/09/2019	SUPERANNUATION	351.22
DD18098.3	03/09/2019	MLC NOMINEES PTY LTD	238.39
SUPER	03/09/2019	SUPERANNUATION	238.39
DD18098.4	03/09/2019	HESTA	396.82
SUPER	03/09/2019	SUPERANNUATION	396.82
DD18098.5	03/09/2019	HOST PLUS SUPERANNUATION FUND	806.19

SUPER	03/09/2019	SUPERANNUATION	806.19
DD18098.6	03/09/2019	AMP LIFE LIMITED - FLEXIBLE LIFE TIME - SUPER	220.25
SUPER	03/09/2019	SUPERANNUATION	220.25
DD18098.7	03/09/2019	LIFETRACK PERSONAL SUPERANNUATION	765.42
SUPER	03/09/2019	SUPERANNUATION	765.42
DD18098.8	03/09/2019	IOOF PORTOFOLIO SERVICE SUPERANNUATION FUND	570.29
SUPER	03/09/2019	SUPERANNUATION	570.29
DD18098.9	03/09/2019	AUSTRALIAN SUPER	264.49
SUPER	03/09/2019	SUPERANNUATION	264.49
DD18127.1	17/09/2019	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	27,335.91
SUPER	17/09/2019	SUPERANNUATION	21,167.43
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	455.54
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	493.56
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	195.19
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	599.84
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	1,727.44
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	778.23
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	876.79
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	27.32
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	163.89
DEDUCTION	17/09/2019	PAYROLL DEDUCTION	850.68
DD18127.2	17/09/2019	MLC NOMINEES PTY LTD	241.34
SUPER	17/09/2019	SUPERANNUATION	241.34
DD18127.3	17/09/2019	HESTA	418.19
SUPER	17/09/2019	SUPERANNUATION	418.19
DD18127.4	17/09/2019	HOST PLUS SUPERANNUATION FUND	980.15
SUPER	17/09/2019	SUPERANNUATION	980.15
DD18127.5	17/09/2019	AMP LIFE LIMITED - FLEXIBLE LIFE TIME - SUPER	223.08
SUPER	17/09/2019	SUPERANNUATION	223.08
DD18127.6	17/09/2019	LIFETRACK PERSONAL SUPERANNUATION	480.42
SUPER	17/09/2019	SUPERANNUATION	480.42
DD18127.7	17/09/2019	IOOF PORTOFOLIO SERVICE SUPERANNUATION FUND	615.25
SUPER	17/09/2019	SUPERANNUATION	615.25
DD18127.8	17/09/2019	AUSTRALIAN SUPER	279.89
SUPER	17/09/2019	SUPERANNUATION	279.89
DD18127.9	17/09/2019	REST SUPERANNUATION	241.34
SUPER	17/09/2019	SUPERANNUATION	241.34
DD18164.1	20/09/2019	THE SHELL COMPANY OF AUSTRALIA LIMITED	1,963.57
FUEL	20/09/2019	SHELL FUEL AUG 2019	1,963.57
DD18165.1	26/09/2019	ANZ COMMERCIAL CARD SERVICES CENTRE	11,820.34
ANZ CC	26/09/2019	CREDIT CARD INTEREST FOR THE PERIOD 13/08/19 - 12/09/19	80.04
ANZ CC	26/09/2019	CREDIT CARD PURCHASES FOR THE PERIOD 13/08/19 - 12/09/19	2,876.65
ANZ CC	26/09/2019	CREDIT CARD PURCHASES FOR THE PERIOD 13/08/19 - 12/09/19	807.14
ANZ CC	26/09/2019	CREDIT CARD PURCHASES FOR THE PERIOD 13/08/19 - 12/09/19	8,056.51
DD18167.1	30/09/2019	HUNTER PREMIUM FUNDING LIMITED	120,426.95

LOAN	30/09/2019	INSURANCE ON SHIRE OF DERBY / WEST KIMBERLEY	84,208.30
LOAN	30/09/2019	INSURANCE ON PORT OF DERBY	36,218.65
DD18098.10	03/09/2019	MLC SUPER FUND	332.78
SUPER	03/09/2019	SUPERANNUATION	332.78
DD18098.11	03/09/2019	REST SUPERANNUATION	238.39
SUPER	03/09/2019	SUPERANNUATION	238.39
DD18127.10	17/09/2019	VISION SUPER	355.89
SUPER	17/09/2019	SUPERANNUATION	355.89
GJ	3/09/2019	PAYROLL	138,267.22
GJ	17/09/2019	PAYROLL	149,731.72
TOTAL			\$700,533.82

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence No. 234527.



ANZ BUSINESS BLACK

STATEMENT PERIOD: 13/08/19 to 12/09/19

ACCOUNT NUMBER:

☎ Cards Enquiries: 13 10 06 Lost/Stolen Cards: 1800 033 844

SHIRE OF DERBY WEST KIMBERLEY
SHIRE OF DERBY
MYRA HENRY
PO BOX 94
DERBY WA 6728

YOUR ANZ ACCOUNT SUMMARY

Opening Balance	\$4,649.79
Purchases, Cash Advances & Other Debits	\$11,740.30
Interest Charges	\$80.04
Payments & Other Credits	\$4,649.79
Closing balance	\$11,820.34

PAYMENT SUMMARY	
Monthly Payment	\$237.00
Due Date	26/09/2019
Minimum Amount Due	\$237.00

Facility Limit	\$50,000.00
Available Account Credit at Statement Date	\$38,179.66

YOUR PAYMENT OPTIONS



ANZ Internet Banking
www.anz.com Payments made after 10pm (EST) will be processed the next business day.



BPAY Payments - Biller Code 6007
BPAY payments from ANZ accounts made after 6pm (EST) will be processed the next business day. Check with your institution for cut-off times. Your bill reference number is your ANZ account number.



ANZ Phone Banking
13 22 73 Payments made after 10pm (EST) will be processed the next business day.



By Mail
Tear off this slip and mail to PO BOX 607, Melbourne, VIC 3001



CardPay Direct
To ask about setting up a convenient direct debt payment please call 13 22 73.



Direct Credit via EFT
Payments to your Account can be made via Electronic Funds Transfer (EFT) from your nominated account.

Account Number	
Account Name	SHIRE OF DERBY
Amount Paid	
Due Date	26/09/2019

ID00001-5008-489007
XPR/P/LO04-19091301-45

ANZ BUSINESS BLACK

ACCOUNT NUMBER:

Interest Rates

Purchases	Interest Rate 16.49% p.a (0.0451% daily)
Cash Advances	Interest Rate 17.59% p.a (0.0481% daily)

Opening Account Balance **\$4,649.79**

Cardholder Name: WAYNE NEATE
 Cardholder Number:
 Spend Cap: \$5,000.00

Date	Description	Amount	Default GST*	Actual GST
14/08/2019	ESPLANADE HOTEL FREMAN FREMANTLE	527.64	47.96	
27/08/2019	DEPARTMENT OF TRANSPOR PERTH	200.00	18.18	
30/08/2019	AUSTRALIAN LOCAL GOV DEAKIN	140.00	12.72	
02/09/2019	CUBIC PROMOTE SYDNEY	681.29	61.93	
02/09/2019	WEBJET MELBOURNE	687.69	62.51	
03/09/2019	TRAVELGENIO, S.L. MADRID	42.04	3.82	
	INCL OVERSEAS TXN FEE 1.22 AUD			
06/09/2019	IINET LIMITED PERTH	109.99	9.99	
06/09/2019	BEST BUY ELECTRICAL BROOME	488.00	44.36	
Sub-total		2,876.65	261.47	

Cardholder Name: ROSS SULLIVAN
 Cardholder Number:
 Spend Cap: \$10,000.00

Date	Description	Amount	Default GST*	Actual GST
26/08/2019	JBHIFL.COM.AU 0395777000	24.97	2.27	
28/08/2019	DEPARTMENT OF TRANSPOR PERTH	200.00	18.18	
29/08/2019	CANVA.COM HTTPSCANVA.CO	82.24		
	53.61 USD			
	INCL OVERSEAS TXN FEE 2.40 AUD			

* The calculation is an estimate amount only and is not to be relied upon as an actual GST calculation.

Cheque Particulars: Proceeds not available until cleared. Please make cheques payable to ANZ. Do not staple, pin or fold your payment.

Drawer	Bank	Branch	Amount
			\$
			\$
			\$
Teller Stamp	Signature		Subtotal \$
			Notes \$
			Coins \$
			Total \$

ANZ BUSINESS BLACK

ACCOUNT NUMBER: .

Date	Description	Amount	Default GST*	Actual GST
03/09/2019	VIRGIN AUST 7951507874790 SPRING HILL	4.93	0.44	
03/09/2019	VIRGIN AUST 7952158695858 SPRING HILL	495.00	45.00	
Sub-total		807.14	65.89	

Cardholder Name: AMANDA O'HALLORAN
 Cardholder Number:
 Spend Cap: \$20,000.00

Date	Description	Amount	Default GST*	Actual GST
10/08/2019	BUNNINGS 325000 BROOME	59.85	5.44	
14/08/2019	HARVEY NORMAN AV/IT BROOME	75.00	6.81	
19/08/2019	IINET LIMITED PERTH	109.99	9.99	
29/08/2019	WOOLWORTHS 4600 DERBY	20.00	1.81	
31/08/2019	QANTAS AIRWAYS LTD (EC MASCOT	563.80	51.25	
02/09/2019	FITZROY RIVER LODGE FITZROY CROSS	171.70	15.60	
03/09/2019	WOOLWORTHS 4600 DERBY	64.58	5.87	
05/09/2019	QANTAS AIRWAYS LTD (EC MASCOT	5,719.96	519.99	
06/09/2019	AWARDS AUSTRALIA PTY L BAYSWATER	125.00	11.36	
07/09/2019	HYATT REGENCY PERTH PERTH	159.63	14.51	
09/09/2019	FITZROY RIVER LODGE FITZROY CROSS	133.30	12.11	
12/09/2019	QANTAS AIRWAYS LTD (EC MASCOT	853.70	77.60	
Sub-total		8,056.51	732.34	

Account Number: .

Date	Description	Amount	Default GST*	Actual GST
26/08/2019	PAYMENT - THANK YOU	4,649.79CR		
12/09/2019	INTEREST CHARGED ON PURCHASES	80.04		
Sub-total		4,569.75CR		

Total GST payable this statement* \$1,059.70

Closing Account Balance **\$11,820.34**

IMPORTANT MESSAGES

YOUR AGREED PAYMENT WILL BE DEBITED FROM YOUR ACCOUNT 016620 / ON 26/09/19

* The calculation is an estimate amount only and is not to be relied upon as an actual GST calculation.

12.4 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDING 30 SEPTEMBER 2019.**File Number: 5152****Author: Myra Henry, Manager Finance****Responsible Officer: Amanda O'Halloran, Chief Executive Officer****Authority/Discretion: Information****SUMMARY**

This report has been compiled to fulfil the statutory reporting requirements of the Act and associated Regulations, whilst also providing the Council with an overview of the Shire's financial performance on a year to date basis for the period ending 30 September 2019.

DISCLOSURE OF ANY INTEREST

NIL

BACKGROUND

Pursuant to section 6.4 of the Local Government Act 1995 and regulation 34(4) of the Local Government (Financial Management) Regulations 1996 ('the Regulations'), a local government is to prepare, on a monthly basis, a statement of financial activity that reports on the Shire's financial performance in relation to its adopted/amended budget.

The Shires Financial Reports are produced in accordance with the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996 as amended. Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires that local governments produce a monthly statement of financial activity and such other supporting information as is considered relevant by the local government.

The Shires financial reporting framework provides Council, management and employees with a broad overview of the shire wide financial position.

STATUTORY ENVIRONMENT:

Section 34 of the Local Government (Financial Management) Regulations 1996 provides:

34. Financial activity statement required each month (Act s. 6.4)

- (1) *A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —*
 - (a) *annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and*
 - (b) *budget estimates to the end of the month to which the statement relates; and*
 - (c) *actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and*
 - (d) *material variances between the comparable amounts referred to in paragraphs (b) and (c); and*
 - (e) *the net current assets at the end of the month to which the statement relates.*

- (2) *Each statement of financial activity is to be accompanied by documents containing —*
 - (a) *an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and*
 - (b) *an explanation of each of the material variances referred to in subregulation (1)(d); and*
 - (c) *such other supporting information as is considered relevant by the local government.*
- (3) *The information in a statement of financial activity may be shown —*
 - (a) *according to nature and type classification; or*
 - (b) *by program; or*
 - (c) *by business unit.*
- (4) *A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be —*
 - (a) *presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and*
 - (b) *recorded in the minutes of the meeting at which it is presented.*
- (5) *Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.*

POLICY IMPLICATIONS

- AF14 – Significant Accounting Policies
- AF18 – Sundry Debtors Collection
- AF19 – Outstanding Rates Collection
- FM4 – Reserve Accounts
- FM7 – Cashflow Management
- FM8 – Investments

FINANCIAL IMPLICATIONS

Expenditure for the period ending has been incurred in accordance with the 2019/20 Annual Budget as adopted by Council at its meeting held 29 August 2019 (Minute No. 86/19 refers) budget parameters, which have been structured on financial viability and sustainability principles.

Details of any budget variation in excess of \$30,000 (year to date) follow. There are no other known events which may result in a material non recoverable financial loss or financial loss arising from an uninsured event.

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
4: Good Governance and an effective organisation	4.1: Effective Governance and Leadership	4.1.4: Ensure governance policies and procedures are in accordance with

Leadership that provides strategic direction for the community, supported by efficient and effective service delivery		legislative requirements
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RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
<p>Financial:</p> <p>The Shire is exposed to a number of financial risks. Most of these risks exist in respect to recurrent revenue streams which are required to meet current service levels. Any reduction in these revenue stream into the future is likely to have an impact on the Shire’s ability to meet service levels or asset renewal funding requirements, unless the Shire can replace this revenue or alternatively reduce costs.</p>	Possible	Major	High	Risk assessments have been completed in relation to a number of higher level financial matters. The timely and accurate completion of monthly financial reporting enabling Council to make fully informed decisions is a control that assists in addressing this risk.

CONSULTATION

Internal consultation within the corporate services department.

External consultation with Moore Stephens.

In accordance with section 6.2 of the Local Government Act 1995, the annual budget was prepared having regard to the Strategic Community Plan, prepared under section 5.56 of the Local Government Act 1995.

COMMENT

Any material variances are highlighted in the Operating Statement and included by way of Note to the Operating Statement (as attached)

Attached to the Agenda is a copy of:

- Statement of Financial Activity by Program
- Statement of Financial Activity by Nature and Type

Notes related to –

- Significant Accounting Polies
- Net current Financial Position
- Capital – Acquisition, Funding and Disposal
- Cash and investments
- Budget Amendments
- Trust fund movements
- Material variances
- Grants and Contributions
- Rating Information
- Cash backed reserves
- Receivables
- Payables

And related summary graphs.

Comments are required for variances that are more than 10% of budget and \$30,000.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Statement of Financial Activity for the period ending 30 September 2019**  

RECOMMENDATION

That Council RECEIVES the Monthly Financial Management Report incorporating the Statement of Financial Activity for the period ending 30 September 2019.

MOORE STEPHENS

Ms Amanda O'Halloran
 Chief Executive Officer
 Shire of Derby/West Kimberley
 PO Box 94
DERBY WA 6728

Level 15 Exchange Tower
 2 The Esplanade
 Perth, WA 6000

 PO Box 5785
 St Georges Terrace, WA 6831

 T +61 (0)8 9225 5355
www.moorestephens.com.au

Dear Amanda

COMPILATION REPORT TO THE SHIRE OF DERBY/WEST KIMBERLEY

We have compiled the accompanying Local Government special purpose financial statements of the Shire of Derby/West Kimberley, which comprise the Statement of Financial Activity (by Statutory Reporting Program), a summary of significant accounting policies and other explanatory notes for the period ending 30 September 2019. The financial statements have been compiled to meet compliance with the *Local Government Act 1995* and associated Regulations.

THE RESPONSIBILITY OF THE SHIRE OF DERBY/WEST KIMBERLEY

The Shire of Derby/West Kimberley are solely responsible for the information contained in the special purpose financial statements and are responsible for the maintenance of an appropriate accounting system in accordance with the relevant legislation.

OUR RESPONSIBILITY

On the basis of information provided by the Shire of Derby/West Kimberley we have compiled the accompanying special purpose financial statements in accordance with the requirements of the *Local Government Act 1995*, associated Regulations and APES 315 *Compilation of Financial Information*.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the Shire of Derby/West Kimberley provided, in compiling the financial statements. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The Local Government special purpose financial statements were compiled exclusively for the benefit of the Shire of Derby/West Kimberley. We do not accept responsibility to any other person for the contents of the special purpose financial statements.

Moore Stephens (WA) Pty Ltd

Moore Stephens (WA) Pty Ltd
 Chartered Accountants



RUSSELL BARNES
DIRECTOR

17 October 2019

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SHIRE OF DERBY-WEST KIMBERLEY
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 30 September 2019

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

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**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

SUMMARY INFORMATION

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 15 October 2019

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*. Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities and to the extent they are not in-consistent with the *Local Government Act 1995* and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1995* and accompanying regulations. Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 14.

SIGNIFICANT ACCOUNTING POLICES

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

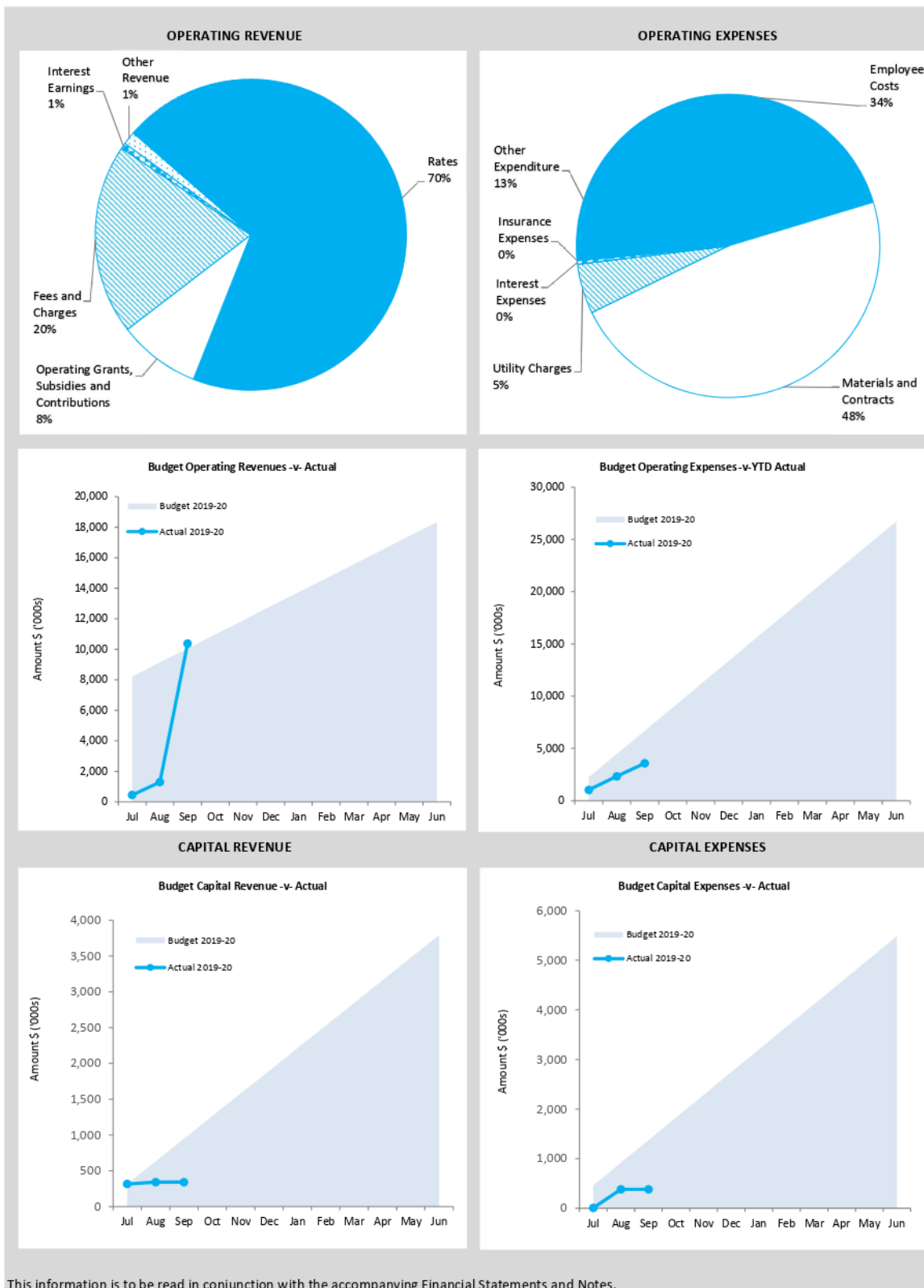
All figures shown in this statement are rounded to the nearest dollar.

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 2

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

SUMMARY INFORMATION - GRAPHS



Please refer to the compilation report

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

STATUTORY REPORTING PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

	ACTIVITIES
<p>GOVERNANCE</p> <p>To provide a decision making process for the efficient allocation of scarce resources.</p>	<p>Administration and operation of facilities and services to members of council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.</p>
<p>GENERAL PURPOSE FUNDING</p> <p>To collect revenue to allow for the provision of services.</p>	<p>Rates, general purpose government grants and interest revenue.</p>
<p>LAW, ORDER, PUBLIC SAFETY</p> <p>To provide services to help ensure a safer and environmentally conscious community.</p>	<p>Supervision of various by-laws, fire prevention, emergency services and animal control.</p>
<p>HEALTH</p> <p>To provide an operational framework for environmental and community health.</p>	<p>Food quality and pest control, inspection of abattoir and operation of child health clinic, analytical testing and environmental health administration.</p>
<p>EDUCATION AND WELFARE</p> <p>To provide services to disadvantaged persons, the elderly, children and youth.</p>	<p>Year round care, housing for the aged and educational services.</p>
<p>HOUSING</p> <p>Help ensure adequate housing.</p>	<p>Management and maintenance of staff and rental housing.</p>
<p>COMMUNITY AMENITIES</p> <p>To provide services required by the community.</p>	<p>Rubbish collections, recycling, refuse site operations, litter control, administration of the town planning scheme, cemetery operations, public toilet facilities, sewerage and protection of the environment.</p>
<p>RECREATION AND CULTURE</p> <p>To establish and effectively manage infrastructure and resources which help the social well being of the community.</p>	<p>Maintenance and operation of the Town Hall, the aquatic centre, recreation centre, library, community arts program, cultural activities and various services.</p>
<p>TRANSPORT</p> <p>To provide safe, effective and efficient transport services to the community.</p>	<p>Construction and maintenance of streets, roads, bridges, footpaths, street lighting, traffic management and airport. Purchase and disposal of Council's road plant, parking control and police licensing.</p>
<p>ECONOMIC SERVICES</p> <p>To help promote the Shire and its economic well being.</p>	<p>Building control, saleyards, tourism and area promotion, standpipes and pest control.</p>
<p>OTHER PROPERTY AND SERVICES</p> <p>To monitor and control the Shire's overheads operating accounts.</p>	<p>Private works operations, plant repairs and operation costs, stock and materials, property leases and rental, salaries and wages for council employees.</p>

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 4

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	5,464,095	5,464,095	5,552,142	88,047	1.61%	
Revenue from operating activities							
Governance		100	25	9,892	9,867	39468.00%	
General purpose funding - general rates	6	7,285,776	7,285,776	7,225,627	(60,149)	(0.83%)	
General purpose funding - other		3,114,345	778,586	571,371	(207,215)	(26.61%)	▼
Law, order and public safety		45,350	11,338	10,106	(1,232)	(10.87%)	
Health		699,038	174,760	190,400	15,640	8.95%	
Education and welfare		515,590	128,898	31,784	(97,114)	(75.34%)	▼
Housing		78,890	19,723	7,058	(12,665)	(64.21%)	▼
Community amenities		1,802,700	450,675	1,668,235	1,217,560	270.16%	▲
Recreation and culture		344,050	86,013	54,296	(31,717)	(36.87%)	▼
Transport		4,304,530	1,076,133	538,655	(537,478)	(49.95%)	▼
Economic services		94,500	23,625	43,555	19,930	84.36%	▲
Other property and services		47,200	11,798	25,147	13,349	113.15%	▲
		18,332,069	10,047,350	10,376,126	328,776		
Expenditure from operating activities							
Governance		(1,014,468)	(253,617)	(1,201,584)	(947,967)	(373.78%)	▼
General purpose funding		(168,893)	(42,223)	(200)	42,023	99.53%	▲
Law, order and public safety		(614,843)	(153,711)	(44,997)	108,714	70.73%	▲
Health		(1,523,148)	(380,787)	(126,017)	254,770	66.91%	▲
Education and welfare		(399,035)	(99,759)	(46,455)	53,304	53.43%	▲
Housing		(233,130)	(58,283)	(21,819)	36,464	62.56%	▲
Community amenities		(3,895,486)	(973,872)	(504,005)	469,867	48.25%	▲
Recreation and culture		(5,773,224)	(1,443,306)	(448,344)	994,962	68.94%	▲
Transport		(12,023,143)	(3,005,786)	(1,095,118)	1,910,668	63.57%	▲
Economic services		(1,271,421)	(317,855)	(28,005)	289,850	91.19%	▲
Other property and services		55,475	13,869	(61,542)	(75,411)	543.74%	▲
		(26,861,316)	(6,715,330)	(3,578,086)	3,137,244		▲
Non-cash amounts excluded from operating activities	1(a)	8,669,193	2,172,298	0	(2,172,298)	(100.00%)	▼
Amount attributable to operating activities		139,946	5,504,318	6,798,040	1,293,722		▲
Investing Activities							
Proceeds from non-operating grants, subsidies and contributions	13	3,639,968	909,992	341,574	(568,418)	(62.46%)	▼
Proceeds from disposal of assets	7	150,000	0	0	0	0.00%	
Purchase of property, plant and equipment	8	(5,482,735)	(1,370,685)	(379,656)	991,029	72.30%	▲
Amount attributable to investing activities		(1,692,767)	(460,693)	(38,082)	422,611		▲
Financing Activities							
Proceeds from new debentures	9	2,000,000	0	0	0	0.00%	
Transfer from reserves	10	20,000	0	0	0	0.00%	
Repayment of debentures	9	(5,642,809)	(63,362)	(63,362)	0	0.00%	
Transfer to reserves	10	(288,465)	(288,465)	0	288,465	100.00%	▲
Amount attributable to financing activities		(3,911,274)	(351,827)	(63,362)	288,465		▲
Closing funding surplus / (deficit)	1(c)	0	10,155,893	12,248,738			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold. Refer to threshold. Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2019-20 year is \$10,000 or 10.00% whichever is the greater.

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

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 5

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 SEPTEMBER 2019

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

GRANT REVENUE

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

Assets that were acquired for consideration that was less than fair value principally to enable the Shire to further its objectives may have been measured on initial recognition under other Australian Accounting Standards at a cost that was significant less than fair value. Such assets are not required to be remeasured at fair value.

Volunteer Services in relation have not been recognised in revenue and expenditure as the fair value of the services cannot be reliably estimated and the services would not have been purchased if they had not been donated.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

EXPENSES

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 6

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

BY NATURE OR TYPE

	Ref Note	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	5,464,095	5,464,095	5,552,142	88,047	1.61%	
Revenue from operating activities							
Rates	6	7,285,776	7,285,776	7,225,627	(60,149)	(0.83%)	
Operating grants, subsidies and contributions	12	6,823,878	1,705,970	887,447	(818,523)	(47.98%)	▼
Fees and charges		3,699,340	924,835	2,057,456	1,132,621	122.47%	▲
Interest earnings		320,075	80,019	60,444	(19,575)	(24.46%)	▼
Other revenue		203,000	50,750	145,152	94,402	186.01%	▲
		18,332,069	10,047,350	10,376,126	328,776		
Expenditure from operating activities							
Employee costs		(7,080,355)	(1,770,089)	(1,215,169)	554,920	31.35%	▲
Materials and contracts		(8,434,621)	(2,108,655)	(1,696,319)	412,336	19.55%	▲
Utility charges		(1,011,098)	(252,775)	(190,106)	62,669	24.79%	▲
Depreciation on non-current assets		(8,554,193)	(2,138,548)	0	2,138,548	100.00%	▲
Interest expenses		(259,622)	(64,906)	(13,686)	51,220	78.91%	▲
Insurance expenses		(971,377)	(242,844)	0	242,844	100.00%	▲
Other expenditure		(415,050)	(103,763)	(462,806)	(359,043)	(346.02%)	▼
Loss on disposal of assets	7	(135,000)	(33,750)	0	33,750	100.00%	▲
		(26,861,316)	(6,715,330)	(3,578,086)	3,137,244		▲
Non-cash amounts excluded from operating activities	1(a)	8,669,193	2,172,298	0	(2,172,298)	(100.00%)	▼
Amount attributable to operating activities		139,946	5,504,318	6,798,040	1,293,722		▲
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	13	3,639,968	909,992	341,574	(568,418)	(62.46%)	▼
Proceeds from disposal of assets	7	150,000	0	0	0	0.00%	
Payments for property, plant and equipment	8	(5,482,735)	(1,370,685)	(379,656)	991,029	(72.30%)	▲
Amount attributable to investing activities		(1,692,767)	(460,693)	(38,082)	422,611		▲
Financing Activities							
Proceeds from new debentures	9	2,000,000	0	0	0	0.00%	
Transfer from reserves	10	20,000	0	0	0	0.00%	
Repayment of debentures	9	(5,642,809)	(63,362)	(63,362)	0	0.00%	
Transfer to reserves	10	(288,465)	(288,465)	0	288,465	100.00%	▲
Amount attributable to financing activities		(3,911,274)	(351,827)	(63,362)	288,465		
Closing funding surplus / (deficit)	1(c)	0	10,155,893	12,248,738			

KEY INFORMATION

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

Refer to Note 15 for an explanation of the reasons for the variance.

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities			
	\$	\$	\$
Adjustments to operating activities			
Less: Movement in liabilities associated with restricted cash	(20,000)	0	0
Add: Loss on asset disposals 7	135,000	33,750	0
Add: Depreciation on assets	8,554,193	2,138,548	0
Total non-cash items excluded from operating activities	8,669,193	2,172,298	0

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with Financial Management Regulation 32 to agree to the surplus/(deficit) after imposition of general rates.

	Last Year Closing 30 June 2019	This Year Opening 1 July 2019	This Time Last Year 30 September 2018	Year to Date 30 September 2019
Adjustments to net current assets				
Less: Reserves - restricted cash 10	(1,552,652)	(1,552,652)	(6,923,520)	(1,552,652)
Add: Borrowings 9	5,556,319	5,556,319	122,230	5,492,957
Add: Provisions - employee 11	752,496	752,496	989,639	752,496
Total adjustments to net current assets	4,756,163	4,756,163	(5,811,651)	4,692,801

(c) Net current assets used in the Statement of Financial Activity

Current assets				
Cash and cash equivalents 2	5,791,156	5,791,156	7,511,325	4,307,115
Rates receivables 3	2,062,281	2,062,281	7,698,935	8,732,985
Receivables 3	2,545,290	2,545,290	3,752,667	1,273,244
Other current assets 4	93,038	93,038	131,966	100,647
Contract assets 4	0	2,338,350	0	2,338,350
Less: Current liabilities				
Payables 5	(4,616,394)	(4,616,394)	(2,234,699)	(967,310)
Borrowings 9	(5,556,319)	(5,556,319)	(122,230)	(5,492,957)
Contract liabilities 11	0	(1,108,927)	0	(1,983,641)
Provisions 11	(752,496)	(752,496)	(989,639)	(752,496)
Less: Total adjustments to net current assets 1(b)	4,756,163	4,756,163	(5,811,651)	4,692,801
Closing funding surplus / (deficit)	4,322,719	5,552,142	9,936,674	12,248,738

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$				
Cash on hand								
Cash on Hand	Cash and cash equivalents	2,350	0	2,350	0	Cash on Hand	0.00%	Nil
Municipal Bank	Cash and cash equivalents	2,752,113	0	2,752,113	0	ANZ	0.00%	Nil
Investment 1004	Cash and cash equivalents	0	500,000	500,000	0	CBA	1.70%	Nov-2019
Investment 3868	Cash and cash equivalents	0	1,052,652	1,052,652	0	ANZ	N/A	Nil
Trust Fund Bank	Cash and cash equivalents	0	0	0	591,519	ANZ	N/A	Nil
Total		2,754,463	1,552,652	4,307,115	591,519			
Comprising								
Cash and cash equivalents		2,754,463	1,552,652	4,307,115	591,519			
		2,754,463	1,552,652	4,307,115	591,519			

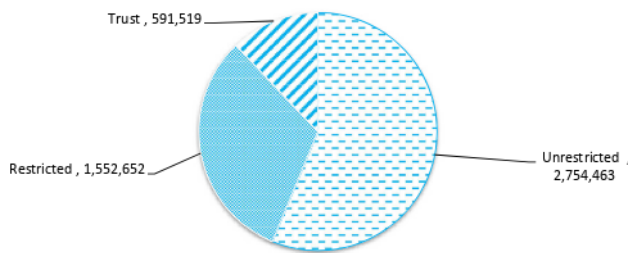
KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



Total Cash	Unrestricted
\$4.31 M	\$2.75 M

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

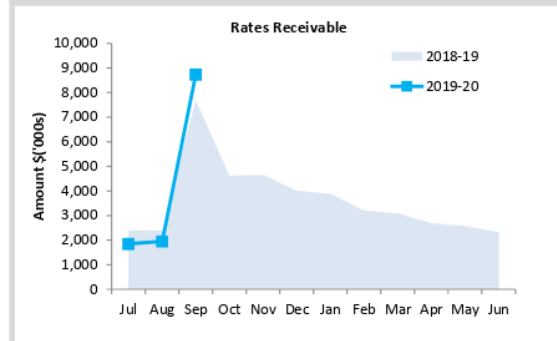
**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 Jun 2019	30 Sep 19
	\$	\$
Opening arrears previous years	1,906,903	2,062,281
Levied this year	6,861,475	7,225,627
Less - collections to date	(6,706,097)	(554,923)
Equals current outstanding	2,062,281	8,732,985
Net rates collectable	2,062,281	8,732,985
% Collected	76.5%	6%

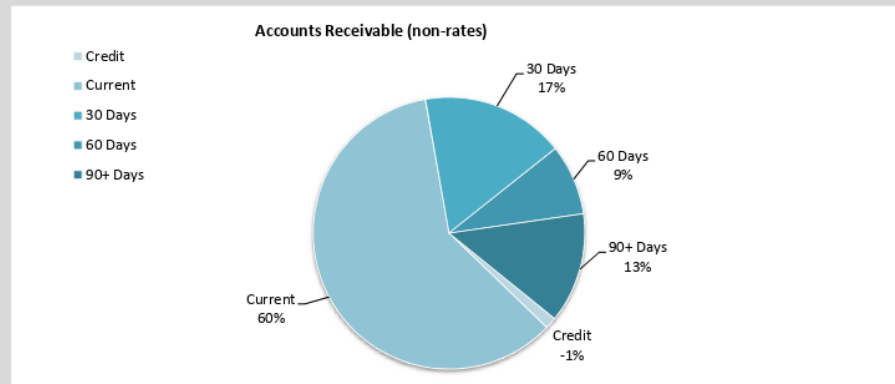
Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(11,328)	491,679	140,273	68,763	107,539	796,926
Percentage	(1.4%)	61.7%	17.6%	8.6%	13.5%	
Balance per trial balance						
Sundry receivable						796,926
GST receivable						351,961
Bonds and deposits						(47,051)
ESL suspense						171,408
Total receivables general outstanding						1,273,244
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Collected	Rates Due
6%	\$8,732,985



Debtors Due
\$1,273,244
Over 30 Days
40%
Over 90 Days
13.5%

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS**

	Opening Balance 1 July 2019	Asset Increase	Asset Reduction	Closing Balance 30 September 2019
Other current assets	\$	\$	\$	\$
Inventory				
Stock on hand	93,038	34,168	(26,559)	100,647
Contract assets				
Contract assets	2,338,350	0	0	2,338,350
Total other current assets				2,438,997
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Contract assets

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 11

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

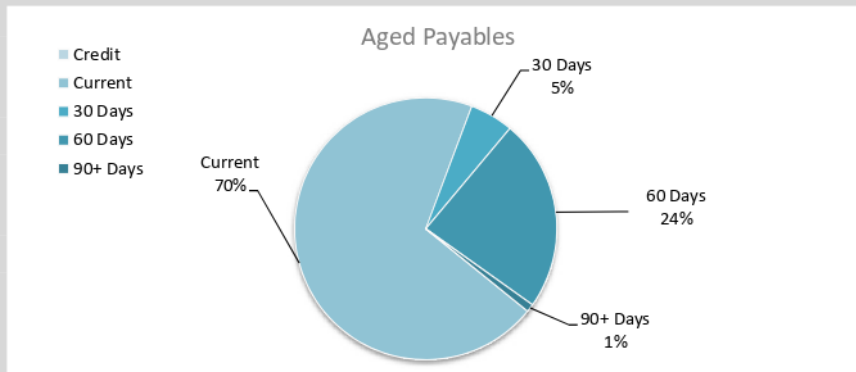
**OPERATING ACTIVITIES
NOTE 5
Payables**

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	117,026	9,016	39,780	1,637	167,459
Percentage	0%	69.9%	5.4%	23.8%	1%	
Balance per trial balance						
Sundry creditors						167,459
ATO liabilities						158,997
Accrued expenditure						87,582
Emergency services levy						125,219
Other current payables						428,053
Total payables general outstanding						967,310

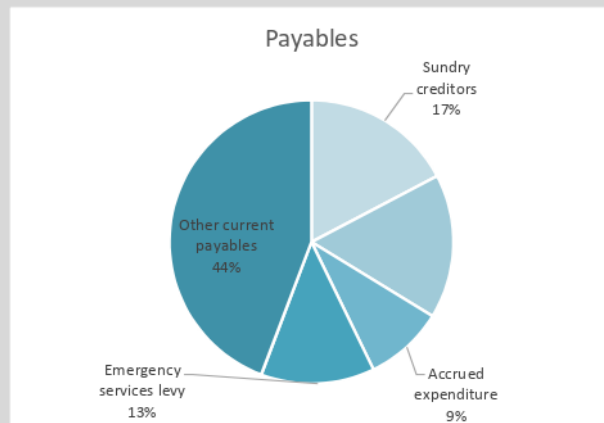
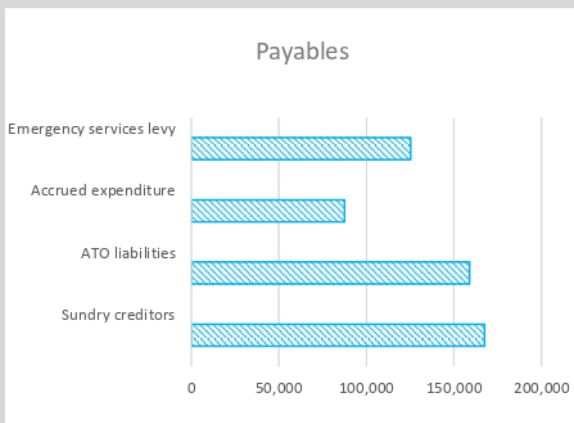
Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



Creditors Due
\$967,310
Over 30 Days
30%
Over 90 Days
1%



Please refer to the compilation report

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
General	0.133772	1,508	38,012,810	5,085,050	0	0	5,085,050	4,983,600	6,469	0	4,990,069
Unimproved value											
Pastoral	0.068300	41	14,654,438	1,000,898	0	0	1,000,898	999,635	0	0	999,635
Mining	0.284327	113	3,106,775	883,340	24,234	0	907,574	889,965	0	0	889,965
Other	0.229955	11	1,211,740	278,646	0	0	278,646	278,697	(26,372)	0	252,325
Sub-Total		1,673	56,985,763	7,247,934	24,234	0	7,272,168	7,151,897	(19,903)	0	7,131,994
Minimum payment	Minimum \$										
Gross rental value											
General	1,027	165	687,398	169,455	0	0	169,455	172,536	0	0	172,536
Unimproved value											
Pastoral	1,027	3	18,500	3,081	0	0	3,081	3,081	0	0	3,081
Mining	1,027	79	82,792	81,133	0	0	81,133	84,214	0	0	84,214
Sub-total		247	788,690	253,669	0	0	253,669	259,831	0	0	259,831
Discount							(79,404)				(30,298)
Concession							(160,657)				(135,900)
Total general rates							7,285,776				7,225,627

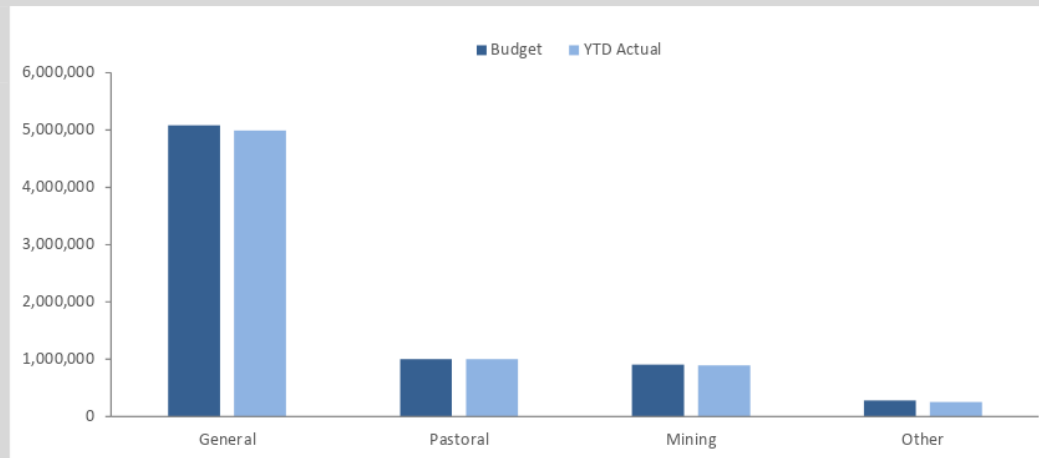
Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

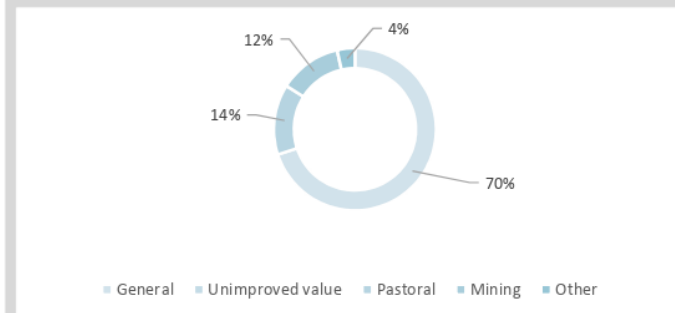
**OPERATING ACTIVITIES
NOTE 6
RATE REVENUE**

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2019 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



General Rates		
Budget	YTD Actual	%
\$7.29 M	\$7.23 M	99.17%



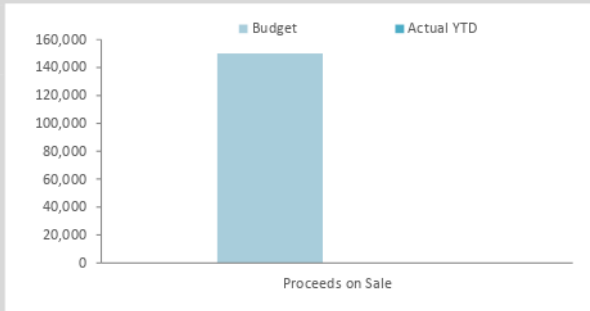
Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS**

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
	Buildings	\$	\$	\$	\$	\$	\$	\$	\$
	Unit - Kingsound Close	285,000	150,000	0	(135,000)	0	0	0	0
		285,000	150,000	0	(135,000)	0	0	0	0

KEY INFORMATION



Proceeds on sale		
Annual Budget	YTD Actual	%
\$150,000	\$0	0%

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

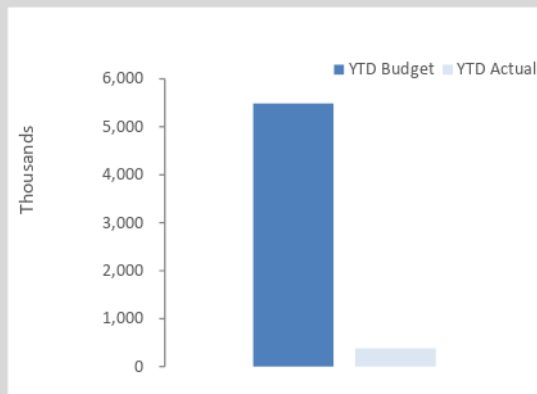
**INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings & Fixed Equipment	0	0	1,320	1,320
Road Infrastructure	4,466,407	1,116,602	371,972	(744,630)
Wharf Infrastructure	100,000	25,000	6,364	(18,636)
Runway, Apron & Taxiway Infrastructure	502,250	125,563	0	(125,563)
Structures & Other Infrastructure	414,078	103,520	0	(103,520)
Capital Expenditure Totals	5,482,735	1,370,685	379,656	(991,029)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	3,639,968	909,992	341,574	(568,418)
Other (disposals & C/Fwd)	150,000	0	0	0
Cash backed reserves				
Leave	20,000	0	0	0
Contribution - operations	1,672,767	460,693	38,082	(422,611)
Capital funding total	5,482,735	1,370,685	379,656	(991,029)

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$5.48 M	\$0.38 M	7%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$3.64 M	\$0.34 M	9%

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 16

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS (CONTINUED)



Level of completion indicator, please see table at the end of this note for further detail.

		Adopted			
Account Description		Current Budget	Year to Date Budget	Year to Date Actual	Variance (Under)/Over
Capital Expenditure					
Buildings & Fixed Equipment					
920510	Capital - Buildings Renewal (Derby Airport Terminal)	0	0	1,320	1,320
Buildings & Fixed Equipment Total		0	0	1,320	1,320
Road Infrastructure					
810561	Capital - Infrastructure Renewal (Fitzroy Urban)	0	0	68,304	68,304
810562	Capital - Infrastructure Renewal (Derby Urban)	0	0	303,668	303,668
Road Infrastructure Total		0	0	371,972	371,972
Wharf Infrastructure					
940560	Capital - Infrastructure Renewal (Derby Wharf Revitalisation)	0	0	6,364	6,364
Wharf Infrastructure Total		0	0	6,364	6,364
Grand Total		0	0	379,656	379,656

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**FINANCING ACTIVITIES
NOTE 9
BORROWINGS**

Repayments - borrowings

Information on borrowings Particulars	1 July 2019	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Housing									
Loan 136 - Staff Housing	117,945	0	0	8,377	20,646	109,568	97,299	0	7,404
Loan 146 - Staff Housing	652,881	0	0	0	42,630	652,881	610,251	0	40,663
Loan 148 - Staff Housing	306,437	0	0	0	25,703	306,437	280,734	0	20,070
Recreation and culture									
Loan 135 - Civic Centre Renovations	49,055	0	0	15,917	32,264	33,138	16,791	(14)	2,186
Transport									
Loan 145 - Wharf Fenders & Boat Ramp	253,528	0	0	11,228	34,855	242,300	218,673	0	24,956
Loan 150 - Derby Airport/Wharf Infrastructure	5,315,200	0	0	0	5,315,200	5,315,200	0	315	92,883
Loan 151 - Fitzroy Airport Infrastructure	378,892	0	0	17,367	52,891	361,525	326,001	0	16,373
Loan 152 - Refinance Derby Airport Infrastructure & Wharf	0	0	2,000,000	0	86,491	0	1,913,509	0	30,000
Economic services									
Loan 149 - Derby Visitors Centre	383,047	0	0	10,473	32,129	372,574	350,918	91	25,087
	7,456,985	0	2,000,000	63,362	5,642,809	7,393,623	3,814,176	392	259,622
Self supporting loans									
	0	0	0	0	0	0	0	0	0
Total	7,456,985	0	2,000,000	63,362	5,642,809	7,393,623	3,814,176	392	259,622
Current borrowings	5,556,319					5,492,957			
Non-current borrowings	1,900,666					1,900,666			
	7,456,985					7,393,623			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

Please refer to the compilation report

New borrowings 2019-20

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Loan 152 - Derby Wharf Airport and Wharf infrastructure		2,000,000	WATC	Debenture	10	185,766	3	0	(2,000,000)	0
	0	2,000,000				185,766		0	(2,000,000)	0

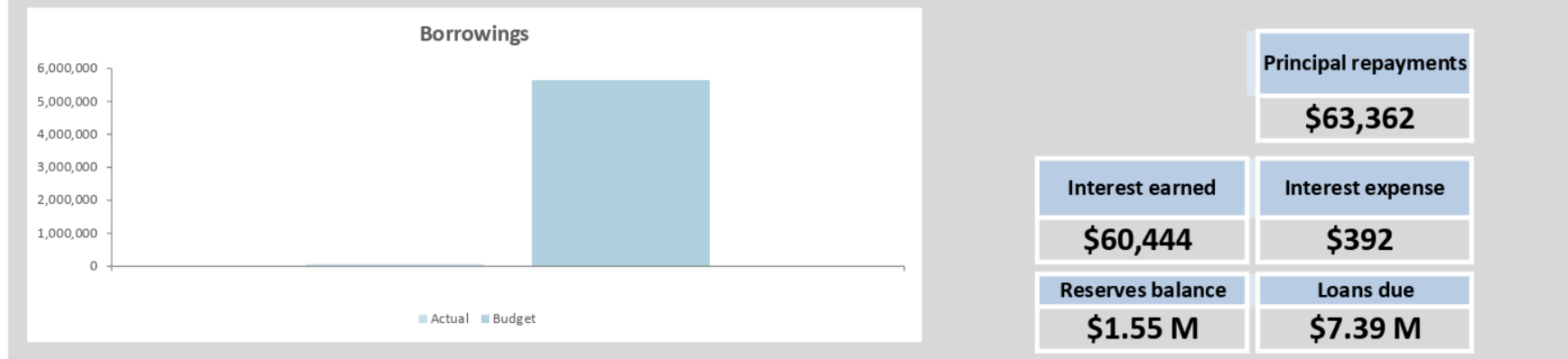
Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 30 June 2019	Borrowed During Year	Expended During Year	Unspent Balance 30 September 2019
		\$	\$	\$	\$
Loan 152 - Derby Wharf Infrastructure	1-Jun-2018	781,371	0	0	781,371
		781,371	0	0	781,371

The Shire has no unspent debenture funds as at 30th June 2018, nor is it expected to have unspent funds as at 30th June 2019.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**OPERATING ACTIVITIES
NOTE 10
CASH RESERVES**

Cash backed reserve

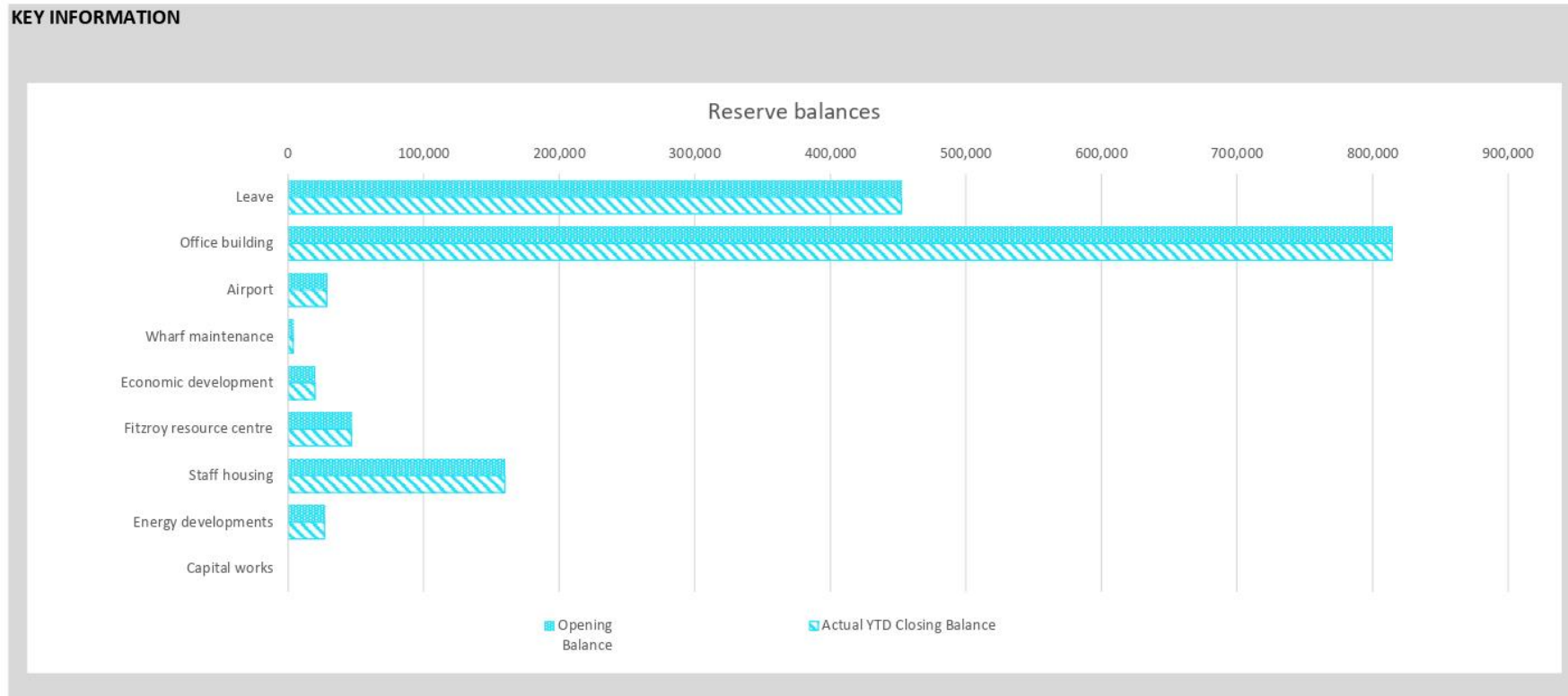
Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave	452,441	0	0	0	0	(20,000)	0	432,441	452,441
Office building	814,511	0	0	0	0	0	0	814,511	814,511
Airport	28,456	0	0	0	0	0	0	28,456	28,456
Wharf maintenance	3,721	0	0	0	0	0	0	3,721	3,721
Economic development	19,935	0	0	0	0	0	0	19,935	19,935
Fitzroy resource centre	46,771	0	0	0	0	0	0	46,771	46,771
Staff housing	159,965	0	0	0	0	0	0	159,965	159,965
Energy developments	26,852	0	0	0	0	0	0	26,852	26,852
Capital works	0	0	0	288,465	0	0	0	288,465	0
	1,552,652	0	0	288,465	0	(20,000)	0	1,821,117	1,552,652

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**OPERATING ACTIVITIES
NOTE 10
CASH RESERVES**

KEY INFORMATION



Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 21

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**OPERATING ACTIVITIES
NOTE 11
OTHER CURRENT LIABILITIES**

Other current liabilities	Note	Opening Balance 1 July 2019	Liability Increase	Liability Reduction	Closing Balance 30 September 2019
		\$	\$	\$	\$
Contract liabilities					
Unspent grants, contributions and reimbursements					
- operating	12	426,418	268,290	(68,303)	626,405
- non-operating	13	682,509	880,144	(205,417)	1,357,236
Total unspent grants, contributions and reimbursements		1,108,927	1,148,434	(273,720)	1,983,641
Provisions					
Annual leave		357,512	0	0	357,512
Long service leave		394,984	0	0	394,984
Total Provisions		752,496	0	0	752,496
Total other current assets		1,861,423			2,736,137
Amounts shown above include GST (where applicable)					

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 12 and 13

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee benefits

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1-Jul	Increase in Liability	Liability Reduction (As revenue)	Liability 30-Jun	Current Liability 30-Jun	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
Governance								
Landcorp - street numbering	21,440	0	0	21,440	21,440	0	0	0
General purpose funding								
Grants & Contributions (FAG's)	0	0	0	0	0	2,028,367	507,092	507,092
FAGS Roads	0	0	0	0	0	445,903	111,476	0
FAGS Indigenous Access	0	0	0	0	0	300,000	75,000	0
Reimbursement of Debt Collection Costs	0	0	0	0	0	5,000	1,250	0
Health								
Core Service Grants & Subsidies	0	0	0	0	0	660,788	165,197	164,541
Office of Aboriginal Health	158,653	0	0	158,653	158,653	0	0	0
Department of Health	237,190	0	0	237,190	237,190	0	0	0
Department of Health	9,135	0	0	9,135	9,135	0	0	0
Education and welfare								
Grants (Youth Core Programs)	0	0	0	0	0	494,590	123,648	31,850
Recreation and culture								
Grant	0	0	0	0	0	2,500	625	0
Dept LG	0	0	0	0	0	30,000	7,500	0
School Holiday Programs	0	0	0	0	0	10,000	2,500	0
Grant	0	0	0	0	0	24,500	6,125	0
Transport								
Grants Operating (FAGS roads portion)	0	0	0	0	0	0	0	111,476
Grants - Aerodromes	0	0	0	0	0	100,000	25,000	0
Reimb. Drb Wharf	0	0	0	0	0	45,000	11,250	0
Main Roads Direct	0	268,290	(68,303)	199,987	199,987	438,336	109,584	68,303
C/Forward	426,418	268,290	(68,303)	626,405	626,405	4,584,984	1,146,247	883,262

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1-Jul	Increase in Liability	Liability Reduction (As revenue)	Liability 30-Jun	Current Liability 30-Jun	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
B/Forward	426,418	268,290	(68,303)	626,405	626,405	4,584,984	1,146,247	883,262
Operating contributions								
Health								
Contributions & Donations - Mosquito	0	0	0	0	0	500	125	0
Recreation and culture								
Kimberley Art Prize	0	0	0	0	0	27,500	6,875	853
Christmas Light Competition Derby	0	0	0	0	0	0	0	1,300
Christmas Light Competition Fitzroy	0	0	0	0	0	0	0	400
Transport								
Road Contribution Income	0	0	0	0	0	2,210,894	552,724	0
Other property and services								
Diesel Fuel Rebate	0	0	0	0	0	0	0	1,632
	0	0	0	0	0	2,238,894	559,724	4,185
TOTALS	426,418	268,290	(68,303)	626,405	626,405	6,823,878	1,705,970	887,447

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**NOTE 13
NON-OPERATING GRANTS AND CONTRIBUTIONS**

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1-Jul	Increase in Liability	Liability Reduction (As revenue)	Liability 30-Jun	Current Liability 30-Jun	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
Law, order, public safety								
CCTV WA Police	183,078	0	0	183,078	183,078	414,078	103,520	0
Transport								
Black Spot Funding	89,969	374,827	(168,417)	296,379	296,379	1,223,939	305,985	168,417
Regional Road Group	79,522	375,651	0	455,173	455,173	781,545	195,386	0
MRD Remote Access	23,299	54,666	0	77,965	77,965	563,968	140,992	0
FAGS Remote Access Roads	0	75,000	(37,000)	38,000	38,000	459,998	115,000	37,000
Grants - Aerodromes	0	0	0	0	0	175,000	43,750	136,157
WALGGC Aboriginal Access Roads	46,595	0	0	46,595	46,595	0	0	0
Dept of Parks & Wildlife	120,046	0	0	120,046	120,046	0	0	0
Dept of Industry, Innovation & Science	140,000	0	0	140,000	140,000	0	0	0
	682,509	880,144	(205,417)	1,357,236	1,357,236	3,618,528	904,632	341,574
Non-operating contributions								
Transport								
Other Contrib & Donations - Roads/Streets	0	0	0	0	0	21,440	5,360	0
	0	0	0	0	0	21,440	5,360	0
TOTALS	682,509	880,144	(205,417)	1,357,236	1,357,236	3,639,968	909,992	341,574

Please refer to the compilation report

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**NOTE 14
TRUST FUND**

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

Description	Opening Balance	Amount	Amount	Closing Balance
	1 July 2019	Received	Paid	30 Sep 2019
	\$	\$	\$	\$
Prepaid/overpaid rates	2,216	0	(2,216)	0
Deposits halls	7,546	0	(7,546)	0
Deposits other	336,481	0	(47,667)	288,814
BCITF training levy	418	1,033	(1,451)	0
Deposits nomination	240	2,580	0	2,820
BRB levy	1,288	4,211	(5,499)	0
FX Visitors Centre tour groups	17,731	90,195	(107,926)	0
Sale of art	2,558	2,761	(5,319)	0
Cemetery publications	956	0	(956)	0
Grants	91	0	(91)	0
Parking/footpath/streets contributions	285,361	10,620	0	295,981
	654,886	111,400	(178,671)	587,615

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 26

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**NOTE 15
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2019-20 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
General purpose funding - other	(207,215)	(26.61%)	▼	
Education and welfare	(97,114)	(75.34%)	▼	
Housing	(12,665)	(64.21%)	▼	
Community amenities	1,217,560	270.16%	▲	
Recreation and culture	(31,717)	(36.87%)	▼	
Transport	(537,478)	(49.95%)	▼	
Economic services	19,930	84.36%	▲	
Other property and services	13,349	113.15%	▲	
Expenditure from operating activities				
Governance	(947,967)	(373.78%)	▼	
General purpose funding	42,023	99.53%	▲	
Law, order and public safety	108,714	70.73%	▲	
Health	254,770	66.91%	▲	
Education and welfare	53,304	53.43%	▲	
Housing	36,464	62.56%	▲	
Community amenities	469,867	48.25%	▲	
Recreation and culture	994,962	68.94%	▲	
Transport	1,910,668	63.57%	▲	
Economic services	289,850	91.19%	▲	
Investing activities				
Non-operating grants, subsidies and contributions	(568,418)	(62.46%)	▼	
Capital acquisitions	991,029	72.30%	▲	
Financing activities				
Transfer to reserves	288,465	100.00%	▲	

Please refer to the compilation report

SHIRE OF DERBY-WEST KIMBERLEY | 27

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019**

**NOTE 15
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2019-20 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
General purpose funding - other	(207,215)	(26.61%)	▼ Timing	Timing Budget Allocation of Grant Funding.
Education and welfare	(97,114)	(75.34%)	▼ Timing	Received less Grant funding for Youth than budgeted.
Housing	(12,665)	(64.21%)	▼ Timing	Timing - Budget Allocation of Staff rental income.
Community amenities	1,217,560	270.16%	▲ Timing	Received more Fees and Charges in Sanitation than budgeted.
Recreation and culture	(31,717)	(36.87%)	▼ Timing	Received less Fees and Charges in various areas than budgeted.
Transport	(537,478)	(49.95%)	▼ Timing	Received less Grant Funding and Fees and Charges in various areas than budgeted.
Economic services	19,930	84.36%	▲ Timing	Received more in Souvenir Sales at Fitzroy Visitors Centre than budgeted.
Other property and services	13,349	113.15%	▲ Timing	
Expenditure from operating activities				
Governance	(947,967)	(373.78%)	▼ Timing	Admin Cost and Insurance payments to be allocated out to other programmes yet to be allocated.
General purpose funding	42,023	99.53%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Law, order and public safety	108,714	70.73%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Health	254,770	66.91%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Education and welfare	53,304	53.43%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Housing	36,464	62.56%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Community amenities	469,867	48.25%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Recreation and culture	994,962	68.94%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Transport	1,910,668	63.57%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Economic services	289,850	91.19%	▲ Timing	Admin Allocations and Depreciation to be allocated, waiting on finalisation of the Annual Report.
Investing activities				
Non-operating grants, subsidies and contributions	(568,418)	(62.46%)	▼ Timing	Time of Road Grant Projects.
Capital acquisitions	991,029	72.30%	▲ Timing	Timing of Capital Works projects - CCTV and Road works
Financing activities				
Transfer to reserves	288,465	100.00%	▲ Timing	Timing of Sale of Kingsound Close.

Please refer to the compilation report

13 TECHNICAL SERVICES

13.1 HANDOVER OF WATER CORPORATION STANDPIPE

File Number: 8190

Author: Wayne Neate, Director Technical and Development Services

Responsible Officer: Amanda O'Halloran, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

The purpose of this report is to inform council of the changes to the Water Corporations charges and services provided to Local Governments via Standpipes in country regions and to seek approval for the Shire to enter into an agreement in relation to the standpipe in Derby which will require the common seal to be affixed.

DISCLOSURE OF ANY INTEREST

Nil

BACKGROUND

In 2018, the Water Corporation (WC) announced a review into their method of charging for accessing of water from Local Government owned Fixed Standpipes. A Local Government owned Fixed Standpipe is a vertical pipe extending from a WC supply, which is commonly used for the provision of large volumes of water to fill large water vessels or water trucks for construction or agricultural purposes.

Historically, WC has provided Fixed Standpipe water access at concessional pricing to the regional areas, who in turn provided access to local agriculture and commercial operators. WC charges the regional Councils for the water consumption, with the Local Governments then on-charging the private users at cost.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There are no financial implications as the water charges for both the Water Corporation standpipe and Derby Depot standpipe are charged at standard WC rates for the usage.

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
2. A balance between the natural and built environment	2.5 Assets and infrastructure managed over the long term to meet current and future	2.5.1 maintain effective liaison with other levels of government and regional bodies to ensure coordinated

	needs	provision of regional infrastructure
--	-------	--------------------------------------

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Community: The Standpipe is removed	Almost Certain	Insignificant	Medium	Control of the Standpipe passed to the Shire of Derby/West Kimberley

CONSULTATION

Officers have met with Water Corporation staff and discussed the changes pertaining to the transfer of the standpipe and implications of their review. A final copy of the Water Supply Agreement is attached.

COMMENT

The WC has now advised that concessional pricing for water supplied via standpipes changed as at the 1 July 2019. The new classifications coming into effect for a standpipe are Fire service only – No charges, Local Government Standpipe – No annual service charge, pay going rate for water, Community standpipe, water for farmers etc. – Annual Service charge and pay going rate for water, Commercial standpipe, Water for construction etc. – Annual Service charge and pay going commercial rate for water. This for a number of Country Local Governments this meant that standpipes located across their shires required meters and controlled access and a reclassification of their standpipes.

During this process the WC also sought to rationalise their own standpipes. Within Derby there are 2 Local Government Standpipes. One formally located at the Derby Speedway, which has now been removed with a down sized meter and tanks installed to allow the same operation to the Speedway but remove the service charges and risk to the Shire of Derby/West Kimberley. The other is located within our Depot site and is a 50mm supply and metered which incurs the standard WC charges.

The WC also has one standpipe located in Derby at 14-18 Knowsley Street East, Lot 1142, Reserve 9973 which it is wishing to hand to the Shire of Derby/West Kimberley. This standpipe currently has 3 meters located on the standpipe and it is proposed that 2 of these meters be dedicated as Fire service only and one meter be dedicated as a Local Government standpipe which will incur costs for water usage which is currently \$2.597/kl based on the 19/20 charges but no annual service charge.

The transfer of the WC standpipe to the Shire of Derby/West Kimberley will allow us to gain some efficiencies as our current standpipe in the depot yard takes a long time to fill the water truck due to it being a 50mm restricted feed. The WC standpipe is 100mm and has a far greater flow rate which will allow some efficiency gains in better use of staff time.

It is the officers recommendation that the standpipe be passed to the Control of the Shire of Derby/West Kimberley and that 2 of the meters be listed as Fire Services and the final meter be listed as a Local Government Standpipe. This will incur no extra charges as previously stated in the report but will allow the Shire to gain some efficiencies in staff utilisation.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. **Water Corporation - Water Supply Agreement**  

RECOMMENDATION

That Council

1. **Authorise the Chief Executive Officer and the Shire President to sign the Water Supply agreement on behalf of Council for the Shire of Derby West Kimberley to take ownership of the standpipe located at 14-18 Knowsley Street East, Derby, Lot 1142 Reserve 9973.**
2. **Authorise the affixing of the common seal to the Water Supply agreement.**

Agreement



Water Corporation Water Supply Agreement

Water Corporation

Shire of Derby West Kimberley

Discussion Draft

This Draft is made available by the Water Corporation (Corporation) for discussion purposes only. The Corporation reserves all of its rights including its rights to add to, delete or change this Draft and all or any of the provisions in it.

Legal Services Branch
Water Corporation
629 Newcastle Street
LEEDERVILLE WA 6007
Ph: (08) 9420 2511
Fax: (08) 9420 2642

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The agreement

Water Corporation

Water Supply Agreement

Between the parties

Water Corporation

ABN 28 003 434 917 a statutory body corporate created by the *Water Corporations Act 1995 (WA)*, of John Tonkin Water Centre, 629 Newcastle Street, Leederville, Western Australia

(Corporation)

Shire of Derby West Kimberley

ABN 99 934 203 062 of 30 Loch Street, Derby, Western Australia

(Buyer)

Background

The Corporation has agreed to sell to the Buyer and the Buyer has agreed to buy from the Corporation the Water.

The parties agree

as set out in the Operative part of this agreement, in consideration of, among other things, the mutual promises contained in this agreement.

Operative part

1 Definitions and interpretations

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Act of Parliament	all Acts of the Parliament of the Commonwealth, and of the State and includes any ordinance, rule, regulation, by-law, order, code of practice, guideline and proclamation made or issued under any such Act now in existence, or which comes into existence, during the Term.
agreement	this water supply agreement and any variations to it agreed by the parties in writing.
ASX	the ASX Limited.
Authorisation	includes: <ol style="list-style-type: none"> 1 any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Governmental Agency; 2 the Department Licence; 3 the Operating Licence; and 4 any consent or authorisation regarded as given by a Governmental Agency due to the expiration of the period specified by a statute within which the Governmental Agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute.
Authority	the Economic Regulation Authority as established by section 4(1) of the <i>Economic Regulation Authority Act 2003 (WA)</i> .
Business Day	<ol style="list-style-type: none"> 1 for the purposes of clause 19.15, a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday; and 2 for all other purposes, a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday.
Buyer's Address	the address specified in Schedule 1.

Definitions and interpretations

Term	Meaning
Buyer's Obligations	all of the liabilities, obligations and requirements imposed or assumed by the Buyer under this agreement, or arising from this agreement from time to time.
Buyer's Representative	the Buyer's representative specified in Schedule 1.
Change in Circumstances	any event, circumstance, matter or thing other than: <ol style="list-style-type: none"> 1 a Change in Law; or 2 an event of Force Majeure that the provisions of clause 13 of this agreement would apply to, which occurs and comes into effect after the Commencement Date.
Change in Law	<ol style="list-style-type: none"> 1 a change in any Act of Parliament or Authorisation or in the application or official interpretation of that Act of Parliament or of that Authorisation; or 2 the introduction of any Act of Parliament or Authorisation or in the application or official interpretation of that new Act of Parliament or Authorisation), which occurs in Australia and comes into effect after the Commencement Date.
Claim	in relation to the Corporation, any action, suit, claim, proceeding, demand, Loss, damage, cost (including all legal costs as between solicitor and own client) and expense of any nature whatsoever, and howsoever arising, out of, relating to, or connected with this agreement, or any supply of Water by the Corporation, made or to be made, or that might be made, against the Corporation whether: <ol style="list-style-type: none"> 1 present, unascertained, immediate, future or contingent; 2 in contract or in tort (including in negligence), or under any statute, or by reason of any other principle, whether legal, equitable, or statutory; 3 asserted by action, claim, suit, proceeding, deduction, set off or counterclaim, or otherwise howsoever; 4 for breach of any provision (express or implied) of this agreement; 5 for breach of any warranty (including but not limited to any of the Warranties), representation, obligation or undertaking contained or implied in this agreement; 6 by reason of any warranty (including but not limited to any of the Warranties), representation, obligation or undertaking contained or implied in this agreement, proving to be incorrect; 7 for any indemnity (express or implied) given by the Corporation, contained in this agreement; or 8 arising or resulting, directly or indirectly, from any statement, representation, information or advice made or given, whether negligently or otherwise, in relation to any act matter or thing arising out of or in any way connected with this agreement.

Definitions and interpretations

Term	Meaning
Commencement Date	the date specified in Schedule 1.
Corporation's Address	the address specified in Schedule 1.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Corporation's Representative	the person specified in Schedule 1.
Customer Code of Conduct	the <i>Water Services Code of Conduct (Customer Service Standards) 2013</i> made under section 27 of the <i>Water Services Act</i> as amended, varied or replaced from time to time.
Daily Entitlement	the daily volume of Water as specified in Schedule 3.
Day	a period of 24 hours commencing at 4 am on any day and ending at 4 am on the following day.
Default	is defined in clause 12.3.
Delivery Point	the point or points identified in Schedule 2.
Department	the government entity responsible for the administration of the <i>Rights in Water and Irrigation Act 1914 (WA)</i> .
Department Licence	62824(7) and 62823(7) granted to the Corporation under the <i>Rights in Water and Irrigation Act 1914 (WA)</i> , and includes any renewals or replacements of it from time to time.
Duty	has the same meaning as it has in the <i>Duties Act 2008 (WA)</i> .
Encumbrance	an interest or power: <ol style="list-style-type: none"> 1 reserved in, or over, an interest in any asset, including any retention of title; or 2 created or otherwise arising in, or over, any interest in any asset, under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of security for the payment of a debt or any other monetary obligation, or the performance of any other obligation, and includes any agreement to grant or create any of the above.

Definitions and interpretations

Term	Meaning
Force Majeure	(subject to this agreement): <ol style="list-style-type: none"> 1 any act of God; 2 war (declared or undeclared) or other state of armed hostilities, insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or martial law, revolution, or blockade; 3 strikes, lock-outs, or other industrial disturbances, restraints of labour (whether or not involving employees of the party affected); 4 cyclones, tidal waves, landslides, lightning, earthquakes, floods, storms, droughts, and adverse weather conditions; 5 sabotage, fire, explosions, breakage or accident to machinery, lines or pipes; 6 inability to obtain, or delay in obtaining equipment, materials, transport, or any Authorisation; 7 expiry, withdrawal, cancellation or non-renewal of any Authorisation (provided that the party affected by it is not in default under that Authorisation); 8 expropriation, restraint, prohibition or other frustrating or restraining act or occurrence directed at or affecting a party and prohibiting or restraining the conduct of that party effected by Act of Parliament, or legally enforceable order of any Government Agency or court of competent jurisdiction whether local, State or Federal; or 9 any other cause that is not in the control of, or could not be attributed either directly or indirectly to the party affected by it.
Governmental Agency	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, government Minister, agency or entity.
GST	goods and services tax or similar value added tax, levied or imposed in Australia pursuant to the GST law or otherwise, on a supply.
GST Act	<i>a New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
GST law	has the same meaning as in the GST Act.
Insolvency Event	a person suffers an Insolvency Event if that person: <ol style="list-style-type: none"> 1 informs its creditors generally that it is insolvent; 2 has a meeting of its creditors called with a view to entering a scheme of arrangement or executing a deed of company arrangement; 3 enters a scheme of arrangement or executes a deed of company arrangement with creditors; 4 has a controller or liquidator (as those terms are defined in the Corporations Act) of its property or part of its property appointed; 5 is the subject of an application to a court for its winding up, which

Definitions and interpretations

Term	Meaning
	<p>application is not stayed within 10 Business Days;</p> <p>6 has a winding up order made in respect of it;</p> <p>7 has an administrator appointed under section 436A, 436B or 436C of the Corporations Act;</p> <p>8 enters into voluntary liquidation;</p> <p>9 fails to comply with, or apply to have set aside, a statutory demand within 10 Business Days of the time for compliance and:</p> <ul style="list-style-type: none"> a. if the person applies to have the statutory demand set aside within 10 Business Days of the time for compliance, the application to set aside the statutory demand is unsuccessful; and b. the person fails to comply with the statutory demand within 5 Business Days of the order of the court dismissing the application; <p>10 has execution levied against it by creditors, debenture holders or trustees or under a charge (whether fixed, floating or both);</p> <p>11 is or becomes presumed to be insolvent under the Corporations Act;</p> <p>12 is given a notice under section 601AB of the Corporations Act, or an application under section 601AA is made by, or in respect of that person;</p> <p>13 suspends payment of its debts generally; or</p> <p>14 has any person appointed under any legislation to investigate that person's affairs.</p>
Interest Rate	the interest rate specified in Schedule 1, or any interest rate that the Corporation otherwise agrees to in writing during the Term.
kL	kilolitre or kilolitres.
L	litre or litres.
Latest Completion Date	the date specified in Schedule 1, or any later date that the Corporation, in its sole discretion, otherwise agrees to in writing.
Liability Limit	the amount specified in Schedule 1.
Loss	<p>any loss, claim, action, liability, damage, cost, charge, expense, diminution in value or deficiency of any kind or character that any party pays, suffers or incurs or is liable for including:</p> <ul style="list-style-type: none"> 1 all interest and other amounts payable to third parties; 2 all legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of claim or action; 3 all losses of profit, and special losses or damages; and

Definitions and interpretations

Term	Meaning
	4 all consequential losses or damages.
Maximum Allowable Instantaneous Rate	the peak instantaneous rate specified in Schedule 3.
Measuring Equipment	the measuring equipment described in clause 6.1.
Metering Point	the point or points at which the Corporation will measure the amount of Water delivered to the Buyer.
Month	for the purposes of clause 7, four consecutive Weekly Periods.
Monthly Water Price	the purchase price of the Water, which the Buyer must pay to the Corporation on a Monthly basis, in accordance with clause 7.
Officers	in relation to a party the directors, secretaries, general manager or other duly authorised officers for the time being of that party and each and any of them.
Ombudsman Scheme	the water services ombudsman scheme established under Part 4 of the Water Services Act.
Operating Licence	the operating licence granted to Corporation under the <i>Water Services Act 2012 (WA)</i> from time to time, and includes any alterations, extensions, renewals or replacements of it from time to time.
Power	includes a right, power, remedy, authority, discretion or privilege.
Regulation Rate	the charge for the supply of Water by the Corporation to the Buyer for the purposes of this agreement as consolidated, amended, re-enacted or replaced from time to time in the Water Corporations Charges Regulations.
Related Corporation	a 'related body corporate' as that expression is defined in the Corporations Act and includes a body corporate which is at any time after the date of this agreement a 'related body corporate' but ceases to be a 'related body corporate' because of an amendment, consolidation or replacement of the Corporations Act.
Scheme	the Derby Town Water Supply Scheme administered by the Corporation including all of the water supply facilities owned or operated by the Corporation that are necessary for the supply of Water to the Delivery Point.

Definitions and interpretations

Term	Meaning
State	the State of Western Australia.
Subcontractor	a person engaged by the Buyer, other than as an employee of the Buyer, to provide any services.
supply	any supply of water, goods, services or other things under this agreement.
Tax	<ol style="list-style-type: none"> 1 a tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or 2 income or transaction duty, tax or charge, other than GST or Duty, that is or may be at any time assessed, levied, imposed or collected by a Governmental Agency (other than in respect of the assessable income of the Corporation) and includes interest, fines, penalties, charges, fees or other amounts imposed on or in respect of any of the above.
Tax Invoice	includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.
Term	the term of this agreement as set out in clause 3.1, and includes, where the context requires, any extension, renewal or other continuation of that term.
Termination Date	the date specified in Schedule 1.
Transaction Document	<ol style="list-style-type: none"> 1 this agreement; 2 any document that the Corporation and the Buyer enter into pursuant to or arising out of this agreement; and 3 each document that the Corporation and the Buyer agree to be a Transaction Document.
Warranties	those warranties of the Corporation (if any) expressly made in this agreement.
Water	a water of a quality specified in clause 8.
Water Corporations Act	the <i>Water Corporations Act 1995</i> (WA).
Water Corporations Charges Regulations	the <i>Water Services (Water Corporations Charges) Regulations 2014</i> (WA).

Definitions and interpretations

Term	Meaning
Water Services Act	the <i>Water Services Act 2012</i> (WA).
Weekly Period	a period of seven consecutive Days commencing on Wednesday.
Year	where the context permits or requires: <ol style="list-style-type: none"> 1 for the first Year of the Term, the period on and from the Commencement Date to and including the 30 June next following; 2 thereafter, for each successive Year of the Term other than the last Year of the Term, the period from and including 1 July to and including 30 June next following; and 3 for the last Year of the Term, the period on and from the 1 July immediately preceding the Termination Date to and including the Termination Date.

1.2 Interpretations

Unless expressed to the contrary:

- (a) words importing:
 - (1) the singular include the plural and vice versa;
 - (2) any gender include the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (1) a body or person, other than a party to this agreement (including an institute, association or authority), whether statutory or not:
 - (A) whose function ceases to exist; or
 - (B) whose powers or functions are transferred to another body or person,
 is a reference to the body or person replacing that body or person or that or who substantially succeeds to that body's or person's powers or functions;
 - (2) a licence, including the Operating Licence and the Department Licence, includes the licence as varied or replaced;
 - (3) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (4) a party, person or joint venture includes their and each of their legal personal representatives, successors, transferees and assigns and where a party or joint venture comprises more than one person includes each person's legal personal representatives, successors, transferees and assigns;
 - (5) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (6) a right includes a benefit, remedy, discretion, authority or power;

Definitions and interpretations

- (7) a statute, ordinance, code or other law includes regulations and other statutory instruments under it, and consolidations, amendments, re-enactments or replacements of it or of any of them;
- (8) a thing (including any amount or right) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them but nothing in this clause 1.2(c)(8) implies that performance of part of an obligation constitutes performance of the obligation;
- (9) currency is a reference to Australian currency and all amounts payable under this agreement must be paid in Australia in Australian currency;
- (10) provisions of this agreement or another document, agreement, understanding or arrangement include a reference to both express and implied provisions;
- (11) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (12) time is to local time in Perth, Western Australia; and
- (13) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions and email;
- (d) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (e) the expressions:
 - (1) **comply with** includes observe and perform;
 - (2) **permit** includes suffer or cause including by way of omission;
 - (3) **provisions** include provisions, terms conditions, obligations, requirements, agreements, representations, warranties, covenants, stipulations, obligations and undertakings; and
 - (4) **Including** and similar expressions are not words of limitation;
- (f) words used in clause 18 that have defined meanings in the GST law have the same meaning as in the GST law unless the context otherwise indicates; and
- (g) no provision of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

1.3 Headings

Headings do not affect the interpretation of this agreement.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.5 Civil Liability

Part 1F of the *Civil Liability Act 2002 (WA)* does not apply to this agreement.

2 Conditions precedent and the supply of Water

2.1 Conditions precedent

- (a) This agreement is conditional upon:
 - (1) the Corporation obtaining all Authorisations necessary for it to enter into this agreement and to supply Water in accordance with the provisions of this agreement; and
 - (2) the Buyer producing a certificate of currency of insurance for each of the insurances referred to in clause 16.
- (b) The parties must use their best endeavours to procure the due completion of the condition specified in clause 2.1(a) by the Latest Completion Date.
- (c) If the conditions specified in clause 2.1(a) has not been satisfied by the Latest Completion Date, then the Corporation may, by notice in writing to the Buyer, terminate this agreement and thereafter this agreement will have no further force or effect and the parties are released from their obligations under this agreement and neither party is under any obligation to the other party otherwise than in respect of a breach committed prior to that termination.

2.2 Passing of entitlement and risk

The entitlement to and risk in respect of the Water supplied under this agreement will pass from the Corporation to the Buyer at the Delivery Point.

3 Term

3.1 Term

- (a) The Term will commence on the Commencement Date and, subject to any lawful early termination, will expire on the Termination Date.

3.2 Informal continuation

- (a) Notwithstanding anything contained in this agreement, if the Buyer, with the Corporation's written consent, continues to buy Water after the expiration of the Term the provisions of this agreement will apply.
- (b) Either party may terminate the arrangement in clause 3.2(a) by 30 days' written notice to the other.

3.3 Termination Date

Notwithstanding anything else contained in this agreement, the Term will expire upon the date that is the earlier of:

- (a) the termination, suspension, cancellation, expiry or non-renewal of any licence or any other Authorisation required by the Corporation to operate the Scheme or any part of them;
- (b) any alteration to or renewal of any licence or Authorisation referred to in clause 3.3(a) that, in the Corporation's reasonable opinion, prevents or may prejudice the Corporation's ability to fully observe, perform and comply with its all or any of its obligations under this agreement;
- (c) the termination, suspension of, cancellation, expiry or non-renewal of either of the Operating Licence or the Department Licence or any other licence or other

Entitlements

- Authorisation required by the Corporation to supply Water to the Buyer under this agreement;
- (d) any reduction in any entitlements to Water, or any other rights or privileges that the Corporation has or may have, whether under the Operating Licence or the Department Licence, or any other licence or other Authorisation required by the Corporation, that prevents, or may prevent, the Corporation supplying the whole or any part of the Daily Entitlement to the Buyer in accordance with this agreement;
 - (e) any alteration to or renewal of either the Operating Licence or the Department Licence, or to or of any other licence or Authorisation referred to in clause 3.3(c) that, in the Corporation's reasonable opinion, prevents or may prejudice the Corporation's ability to fully observe, perform and comply with its all or any of its obligations under this agreement; or
 - (f) the Termination Date (or if the Buyer continues to buy Water after the expiration of the Term as contemplated under clause 3.2(a), the date that agreement is terminated pursuant to clause 3.2(b)),

and thereafter the Buyer will have no further Daily Entitlement and neither party is under any obligation to the other otherwise than in respect of an obligation that arose prior to that date, a breach that was committed prior to that date, or where otherwise specified in this agreement.

4 Entitlements

4.1 Entitlements

During the Term, the Corporation will use its reasonable endeavours to supply the Daily Entitlement to the Buyer at the Delivery Point, and the Buyer will take delivery of up to the Daily Entitlement (as the Buyer determines) from the Corporation at the Delivery Point, upon the provisions contained in this agreement.

4.2 Maximum Allowable Instantaneous Rate

- (a) The Corporation will use reasonable endeavours to supply the Daily Entitlement at the Maximum Allowable Instantaneous Rate.
- (b) Subject to clauses 4.3 and 4.4, the Buyer must not take, on any Day, a quantity of Water:
 - (1) greater than the Daily Entitlement; or
 - (2) at a rate in excess of the relevant Maximum Allowable Instantaneous Rate for the relevant Delivery Point.

4.3 Variation to Daily Entitlement and Maximum Allowable Instantaneous Rate

- (a) The Daily Entitlement and Maximum Allowable Instantaneous Rate may be varied from time to time by:
 - (1) the Corporation, having regard to Water resource availability and those other factors as the Corporation, acting reasonably, determines;
 - (2) the Corporation following:
 - (A) a direction by the Department or an amendment to or suspension of the Department Licence by the Department that, in the Corporation's opinion, adversely affects the Corporation's ability to supply the Daily Entitlement; or

- (B) any reduction or suspension in any entitlement that the Corporation may have to Water under any Authorisation; or
- (3) agreement between the parties.
- (b) The Corporation may determine the provisions of any variation in the Daily Entitlement or the Maximum Allowable Instantaneous Rate in its sole and absolute discretion.

4.4 Acknowledgments and agreements

The Buyer acknowledges that:

- (a) the Corporation will charge the Buyer in accordance with this agreement in respect of all quantities of Water taken or deemed to have been taken by the Buyer at the Delivery Point; and
- (b) notwithstanding any concession to the Buyer under this clause 4, and without limitation to its rights contained in this agreement or elsewhere, the Corporation may, at any time during the Term, take whatever steps it considers necessary to ensure that the Buyer complies with its obligations under clause 4.2.

5 Delivery systems and general

5.1 Delivery systems

The Buyer must, at its own cost, install, operate and maintain all delivery systems, (including backflow prevention devices approved by the Corporation if the Corporation requires them), at the Buyer's side of the Delivery Point in accordance with the standards prescribed by the Corporation and by the Water Services Act.

5.2 Continuity of supply

The Buyer agrees that:

- (a) Water will be provided as available from the Scheme;
- (b) the supply and delivery of Water by the Corporation may not be uniform or continuous; and
- (c) any delivery systems the Buyer installs for the purposes of this clause 5 must be capable of accommodating supply and delivery of Water as provided in clauses 5.2(a) and 5.2(b).

5.3 Scheme

The Buyer will not alter, or tamper with, any of the Scheme, or install any equipment that may adversely affect the Scheme (or any other property of the Corporation), without the Corporation's prior written consent.

5.4 Backflow prevention

The Buyer must promptly and from time to time:

- (a) take all measures the Corporation requires and approves, in any manner the Corporation requires, to prevent backflow of water from its service into the Corporation's water reticulation main; and
- (b) at the Corporation's request, install, at the Buyer's cost, back-flow prevention devices, pressure-sustaining valves, air breakers and other devices as the Corporation may require and approve.

5.5 Security

The Buyer must comply with the Corporation's requirements from time to time as to the physical security of the Scheme.

6 Measuring Equipment

6.1 Installation, maintenance and replacement

- (a) The Corporation will install measuring equipment at the Metering Point that the Corporation determines is necessary to measure the quantity of Water that passes through the Metering Point.
- (b) The Corporation must carry out maintenance and replacement of the Measuring Equipment as the Corporation determines necessary.
- (c) The Corporation will maintain records, as it determines, that show the amount of hours spent by it for the purposes of its obligations under clause 6.1(b), the tasks undertaken, and the cost of material used, and must produce these records to the Buyer on request.

6.2 Metering Point

The Buyer agrees with the Corporation that the Metering Point need not be located at the Delivery Point but may be located as near thereto as the Corporation considers is reasonably practicable.

6.3 Buyer to reimburse Corporation

- (a) The Buyer will reimburse the Corporation for the full cost to the Corporation of installing, maintaining and replacing the Measuring Equipment in accordance with this clause 6.
- (b) The Corporation will invoice the Buyer for the costs referred to in clause 6.3(a) at intervals determined by the Corporation.
- (c) The Buyer must, within 28 days of the date of the invoice, pay to the Corporation, in full, without any discount, abatement, set off, counterclaim, or deduction of any kind, the amount of each invoice issued to it.
- (d) The Buyer will pay the amount of each invoice by cheque to the Corporation's Address, or by any other method, the parties may agree.
- (e) If the Buyer disputes any amount or amounts shown in an invoice to be due and payable, the Buyer must pay the full amount shown in the invoice in accordance with clause 6.3(c), and must, at the same time, give notice to the Corporation that it disputes the amount or amounts, and full details of the matters in dispute.
- (f) A dispute referred to in clause 6.3(e) will be resolved under clause 14 and, upon resolution the Corporation will (if required) credit any amount awarded to the Buyer against the next payment to be made by the Buyer under this agreement and if no such payment is due, the Corporation will repay that amount to the Buyer within 28 days of the date of the resolution.

6.4 Corporation to provide information

The Corporation will, on written request by the Buyer, use its reasonable endeavours to provide the Buyer within a reasonable time with specified information relating to:

- (a) any calibration and testing of the Measuring Equipment (if any) conducted by the Corporation; and

Monthly Water Price

- (b) the results of any tests conducted by the Corporation measuring the quantity of Water passing through the Metering Point.

6.5 Measurements presumed correct

In the absence of any manifest error, all measurements as to quantity made by the Measuring Equipment will be taken to be correct.

6.6 Independent audit

- (a) If the Buyer:
 - (1) is not satisfied with the procedures implemented by the Corporation for the calibration and testing of the Measuring Equipment; or
 - (2) forms the view that the Measuring Equipment is measuring the quantity of Water with a level of accuracy which is outside usual industry standards,

the Buyer may request that an independent audit of the calibration and testing procedures (or any aspect of them) be conducted, or that the accuracy of the Measuring Equipment be verified, as the case may be by an independent party appointed by agreement of the parties or, failing agreement within 10 Business Days, as appointed by the Minister for Government Enterprises, after consultation with the Authority and the parties.
- (b) If the result of the independent audit:
 - (1) is that the calibration and testing procedures implemented by the Corporation are inadequate, having regard to usual industry standards, then the Corporation must, at its own cost, as soon as reasonably practicable after the results of the audit are made known to it, implement calibration and testing procedures that are adequate; or
 - (2) reveals a margin of error of greater than $\pm 5\%$, the Corporation must, at its own cost, take all reasonable steps necessary to rectify any defect in the Measuring Equipment.
- (c) The costs of the independent audit referred to in clause 6.6(a) will be borne by:
 - (1) the Corporation if clause 6.6(b) applies; or
 - (2) the Buyer if clause 6.6(b) does not apply.

7 Monthly Water Price

7.1 Annual review of Rate

The Corporation must review the Rate (or those parts of it that are subject to review) annually in the manner specified in Schedule 4.

7.2 Meter reading

The Corporation will take meter readings at intervals determined by the Corporation, in its sole and absolute discretion, commencing on the Commencement Date to assess the quantity of Water supplied to the Buyer at the Metering Point and will invoice the Buyer at the end of each Month in respect of all Water supplied to the Buyer in the previous Month.

7.3 Defective meters

If any meter is found to be out of order or reading incorrectly the Corporation will determine the quantity of Water supplied:

- (a) by taking a daily average of the quantity actually taken during a comparable period; or
- (b) where a meter test has shown that the meter is not registering the correct consumption by adjusting the consumption for the period in accordance with the degree of error found,

moreover, the quantity so determined by the Corporation will be deemed to have been consumed by the Buyer.

7.4 Calculation of Monthly Water Price

- (a) The Corporation will calculate the Monthly Water Price at the end of each Month during the Term in accordance with the Regulations Rate on the kLs consumed or deemed to have been consumed by the Buyer per Day in each Year.
- (b) The Buyer's consumption or deemed consumption of Water will be calculated from the meter readings referred to in clause 7.2 or 7.3 (as the case may be).

7.5 Capacity Payment [Not Used]**7.6 Manner of payment**

- (a) The Corporation will invoice the Buyer for the Monthly Water Price calculated under clause 7.4 within 28 days from the end of the Month to which the invoice relates.
- (b) Where the Corporation has calculated the Monthly Water Price, invoices referred to in clause 7.6(a), will set out the volume of Water supplied to the Buyer at the Metering Point in the relevant period.
- (c) The Buyer must within 28 days of the date of the invoice, pay in full, without any discount, abatement, set off, counterclaim, or deduction of any kind, the amount of each invoice delivered to it.
- (d) The Buyer will pay the amount of each invoice by cheque to the Corporation's Address or by any other method the parties may agree.
- (e) If the Buyer disputes any amount or amounts shown in an invoice to be due and payable, the Buyer must pay the full amount shown in the invoice in accordance with clause 7.6(c), and must, at the same time, give notice to the Corporation that it disputes the amount or amounts and full details of the matters in dispute.
- (f) A dispute referred to in clause 7.6(e) will then be resolved pursuant to clause 14 and, upon resolution, the Corporation will (if required) credit or debit an appropriate amount against the next payment to be made by the Buyer under the provisions of this agreement and if no such payment is due, the Corporation or the Buyer (as the case may be) will make the payment to the other party within 30 Business Days of the date of the resolution.

7.7 General

- (a) If either party discovers any underpayment or overpayment by the other of any amount under this agreement, the discovering party must give notice to the other party of that underpayment or overpayment and, subject to clause 7.7(b), the Corporation will credit or debit an appropriate amount against the next payment to be made by the Buyer under the provisions of this agreement and if no such payment is due, the Corporation or the Buyer (as the case may be) will make the payment to the other party within 45 days of the date of the notice.

Quality

- (b) If a party disputes the notice given by the discovering party under clause 7.7(a), then the dispute will be resolved under clause 14 and, upon resolution the Corporation will (if required) credit or debit the amount awarded against the next payment to be made by the Buyer under the provisions of this agreement and if no such payment is due, the Corporation or the Buyer (as the case may be) will make the payment to the other party within 30 Business Days of the date of the resolution.
- (c) Any adjustment made under this clause 7.7 is without prejudice to the other party's other rights under this agreement.

7.8 Interest payable by Buyer

- (a) Without prejudice to the Corporation's rights under this agreement, if the Buyer fails to pay any amount due by it under this agreement on the due date for payment, the Buyer will pay interest to the Corporation on that amount at the Interest Rate.
- (b) Any interest payable by the Buyer to the Corporation under clause 7.8(a) will accrue daily, and will be calculated from the due date of payment until the date of payment in full.
- (c) The Buyer must pay any interest payable by the Buyer to the Corporation under clause 7.8(a) to the Corporation at the Corporation's Address.

7.9 No refunds

Except as expressly set out in this agreement, the Corporation will not refund or reimburse (pro rata or otherwise) any payments paid to it by the Buyer under any circumstances including:

- (a) the Buyer or any other person ceasing to be a party to this agreement;
- (b) the Buyer refusing, neglecting or failing to take all or any of its Daily Entitlement for any reason including the cessation or reduction in the Buyer's scale of operations;
- (c) termination of this agreement for any reason; or
- (d) a reduction in the quantity or supply of Water supplied to the Buyer under clause 4 or clause 9.

8 Quality

The Corporation will provide Water for the purposes of this agreement that complies with the quality requirements for drinking water as specified in its then current Operating Licence.

9 Interruption of supply

9.1 Temporary interruption of supply

The Corporation may subject to the requirements of all relevant legislation and of the Operating Licence (if applicable to this agreement) interrupt the supply of Water to the Buyer for such period of time as the Corporation considers reasonably necessary for the purpose of repair or maintenance of the Scheme or any part thereof or for any other reason, but the Corporation (except in circumstances of emergency repairs or maintenance) must give the Buyer reasonable notice of the intended interruption setting out its likely duration and its likely effect in terms of the quantity of Water that may or may not be supplied at the Delivery Point while the interruption continues.

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9.2 Right to limit or withdraw services

- (a) The Corporation's right to limit or withdraw the supply of Water to the Buyer is as set out in the Customer Code of Conduct.
- (b) If the Customer Code of Conduct does not deal with the issue of limiting or withdrawing the supply of Water or does not apply to this agreement, then without prejudice to any of its other rights under this agreement, or at law or in equity, if the Buyer:
 - (1) fails to pay any amount due by it under this agreement within 10 Business Days of the due date for payment; or
 - (2) in the reasonable opinion of the Corporation, has not complied with any of its obligations under this agreement,
 the Corporation may, in its sole and absolute discretion, limit or cut off and terminate the supply of Water to the Buyer.
- (c) The Corporation will reinstate the supply of Water in accordance with the Customer Code of Conduct and, in the absence of anything in the Customer Code of Conduct dealing with reinstatement in these circumstances or if the Customer Code of Conduct does not apply to this agreement, the Corporation may, in its sole and absolute discretion, at any time recommence supply of Water to the Buyer.

9.3 No liability

The Corporation will not be liable for any Loss suffered by the Buyer, nor will the Buyer have any Claim against the Corporation, as a result of any limitation, interruption, cut-off, or termination of the supply of Water to the Buyer under this clause 9.

9.4 Resumption of Daily Entitlement

- (a) If the supply of Water to the Buyer is limited, interrupted, or cut off and terminated in accordance with this clause 9, the Corporation may, in its absolute discretion agree to negotiate in good faith with the Buyer with a view to agreeing to measures being taken for the purposes of the Daily Entitlement of Water being caught up.
- (b) The Buyer acknowledges that the Corporation will not be compelled to negotiate, or agree to measures being taken for the purpose of the Daily Entitlement of Water being caught up.

10 Compliance and Warranties**10.1 Compliance by the Buyer**

The Buyer must comply with the requirements of any Act of Parliament and with the lawful requirements any Government Agency in any way affecting or applicable to the performance of its obligations and the use by it of the Water.

10.2 Buyer's representations and warranties

The Buyer represents and warrants that:

- (a) **authority:** it has full power and authority to enter into and perform its obligations under this agreement;
- (b) **authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its provisions;

Compliance and Warranties

- (c) **binding obligations:** this agreement constitutes legal, valid and binding obligations and, subject to any necessary Duty endorsement and registration, is enforceable in accordance with its provisions;
- (d) **transaction permitted:** the execution, delivery and performance by it of this agreement do not and will not violate:
 - (1) any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Government Agency;
 - (2) its memorandum and articles of association or other constituent documents; or
 - (3) any Encumbrance or document that is binding upon it or any of its assets,
 and does not and will not result in:
 - (4) the creation or imposition of any Encumbrance, or restriction of any nature, on any of its assets; or
 - (5) the acceleration of the date of payment of any obligation existing under any Encumbrance, or document that is binding upon it.

10.3 Buyer's skill and judgment

The Buyer warrants to and agrees with the Corporation that, when entering into this agreement it relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Corporation (including by the Corporation's officers, employees, or agents or any other person acting on the Corporation's behalf):

- (a) inspections and investigations relating to the Water, and any other goods or services, supplied or to be supplied by the Corporation, made by or on behalf of the Buyer;
- (b) the provisions, warranties and representations expressly contained in this agreement
- (c) the skill and judgment of the Buyer, its consultants and representatives; and
- (d) opinions and advice obtained by the Buyer independently of the Corporation, or of the Corporation's officers, employees, or agents or any other persons acting on the Corporation's behalf.

10.4 No other representations or warranties by Corporation

Except for:

- (a) the express provisions set out in this agreement; and
- (b) those implied provisions that are imposed by any Act of Parliament that are mandatory and cannot be excluded,

the Corporation gives no warranties regarding the Water, or any other goods or services, supplied or to be supplied by it, whether relating to defects in quality or characteristics, or otherwise, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Act of Parliament, at common law, or otherwise howsoever, are expressly excluded to the maximum extent permitted by law.

10.5 Survival of representations and warranties

The representations and warranties in clauses 10.2 and 10.3, survive the execution, termination or completion of this agreement.

10.6 Independent warranties

Each warranty in clauses 10.2 and 10.3 is independent and is not limited by reference to any other warranty in the relevant clause.

11 Transfer or Assignment

11.1 No assignment or transfer

Except as expressly permitted by this agreement, the Buyer will not, without the Corporation's prior written consent (which consent the Corporation may grant or withhold, or grant on those provisions the Corporation requires), acting reasonably, sell, assign, transfer, encumber or in any manner attempt to alienate, dispose of, or deal with its interest under this agreement.

11.2 Change in shareholding

- (a) Subject to clause 11.2(c), if there is any change in the beneficial or legal shareholding of ordinary or other voting shares of the Buyer whereby:
- (1) any person who was entitled to less than 10% of the voting shares in the Buyer as at the date of this agreement is, after the change, entitled to more than 10% of the voting shares in the Buyer; or
 - (2) any person who was entitled to more than 10% of the voting shares in the Buyer as at the date of this agreement is, after the change, entitled to less than 10% or a greater (by 5%) percentage of the voting shares in the Buyer than prior to the change,
- without the written consent of the Corporation, the Corporation may, acting reasonably and at any time, terminate the agreement. The giving of written consent will not be withheld where the Corporation is satisfied with the identity of the proposed assignee, their technical competence and financial position.
- (b) The Buyer must give written notice to the Corporation of any change in the shareholding of the Buyer of the kind contemplated by clause 11.2(a) of which it becomes aware.
- (c) This clause 11.2 will not apply to the original Buyer if it is a public corporation whose shares are listed on the ASX so long as those shares remain so listed.

12 Default and Termination

12.1 Termination by the Corporation

- (a) Where the Buyer has committed a Default (as referred to in clause 12.3(a)), which Default remains unremedied for 10 Business Days after receipt of notice from the Corporation requiring the Default to be remedied to the Corporation's satisfaction, the Corporation may terminate this agreement by serving a notice under this clause 12.1 which notice specifies the Default (**Corporation's Termination Notice**).
- (b) The Buyer will, upon written demand, reimburse the Corporation for all costs, charges and expenses (including solicitor's costs on an indemnity basis), incurred by the Corporation, in connection with the preparation and service of a notice requiring the Buyer to remedy a Default, or a Corporation's Termination Notice.

Force Majeure

12.2 Termination by the Buyer

- (a) Where the Corporation has committed a Default (as referred to in clause 12.3(b)), which Default remains unremedied for 10 Business Days after receipt of notice from the Buyer requiring the Default to be remedied, the Buyer may terminate this agreement by serving a notice under this clause 12.2 which notice specifies the Default (**Buyer's Termination Notice**).
- (b) The Corporation will, upon written demand, reimburse the Buyer for all costs, charges and expenses (including solicitor's costs on an indemnity basis), incurred by the Buyer, in connection with the preparation and service of a notice requiring the Corporation to remedy a Default, or a Buyer's Termination Notice.

12.3 Default

- (a) A Default for the purposes of clause 12.1(a) is:
 - (1) where any payment, or part thereof, owed by the Buyer to the Corporation, remains unpaid 10 Business Days from the due date for payment;
 - (2) any breach or contravention of a provision of this agreement by the Buyer; or
 - (3) the Buyer, or a Related Corporation of the Buyer, suffers an Insolvency Event, and, where the Buyer comprises more than one person, any of those persons or any of their Related Corporations suffers an Insolvency Event.
- (b) A Default for the purposes of clause 12.2(a) is any material breach or contravention of a provision of this agreement by the Corporation.

12.4 Rights cut off supply on termination

Upon the termination of this agreement (whether as a consequence of a Default, the expiry of the Term or otherwise) the Corporation may in its sole and absolute discretion terminate the supply of Water to the Buyer.

12.5 Rights of Corporation preserved

The expiry or termination of this agreement will not affect any rights of the Corporation against the Buyer in respect of any act, omission, matter, or thing occurring or under this agreement prior to that expiry or termination.

13 Force Majeure

13.1 Effect

No party will be liable to the other for any failure in the fulfilment of any of its obligations under this agreement to the extent that the failure is due to any delay, interruption, loss or damage occasioned by Force Majeure.

13.2 Certain events not Force Majeure

Notwithstanding the provisions of the preceding clause:

- (a) any event referred to, or contemplated by, a party in the preceding clause, that could have been prevented or overcome by the exercise by it of the standard of a reasonable and prudent person, will not be interpreted as an event of Force Majeure; and

Force Majeure

- (b) the following events will be interpreted as a cause reasonably within the control of a party, and therefore not of themselves capable of constituting an event of Force Majeure:
 - (1) lack of funds for any reason; or
 - (2) inability to use available funds due to any reason set out in clause 13.1.

13.3 Notice

A party, who cannot carry out any of its obligations by reason of an event of Force Majeure, must give the other party prompt (but in no circumstances greater than 5 Business Days) notice in writing of:

- (a) the event of Force Majeure;
- (b) the anticipated effect on the ability of the party giving the notice to perform its obligations under this agreement, including the probable extent to which it will be unable to perform, or be delayed in performing, those obligations, so far as is known; and
- (c) the likely duration of that effect, estimated as a whole number of hours.

13.4 Obligations suspended

- (a) Subject to clause 13.4(b), the party giving notice under clause 13.3 will be relieved of its obligations under this agreement, as far as those obligations are affected by the event of Force Majeure, for the time being necessary to remedy the effect of that event.
- (b) Notwithstanding any other provisions of this agreement, if the Buyer is relieved of all or any part of the Buyer's obligations under this agreement by any event of Force Majeure, the Corporation need not make any payments (if any are required) to the Buyer for, or in relation to, all or that part of the Buyer's obligations of which the Buyer is so relieved, until the Buyer has fully:
 - (1) remedied the effect of that event of Force Majeure; and
 - (2) complied with and completed those obligations in accordance with this agreement.

13.5 Resumption of performance

- (a) The party giving notice under clause 13.3 must, as soon as possible:
 - (1) take, or cause to be taken, all necessary and reasonable steps to ameliorate and remedy the position, and to resume its performance under this agreement; and
 - (2) use all reasonable efforts to minimise any Loss to the other party.
- (b) The other party will co-operate with the affected party, and render to it reasonable assistance (but will not be obliged to incur any cost in so doing), in order to comply with its obligations under this clause 13.5.

13.6 Adjustment of obligations

When a party gives notice under clause 13.3, the parties must meet promptly and agree to the length of the period in respect of which the affected party's performance of the relevant obligation or obligations under this agreement was, or will be, properly suspended, in whole or in part, and, if in part, the degree to which any non-performance should properly be excused.

13.7 Termination for Force Majeure

Notwithstanding any other provision of this agreement, a party may terminate this agreement by 10 Business Days' notice in writing to the other party or parties, if the event of Force Majeure continues for 6 months from the date of the notice served under clause 13.3.

14 Dispute resolution

14.1 Election by Buyer

The Buyer may elect to have any dispute resolved under:

- (a) the Ombudsman Scheme but only if the dispute in question is within the scope of the Ombudsman Scheme; or
- (b) the succeeding provisions of this clause 14,
and
- (c) if the Buyer gives to the Corporation notice of any dispute, that notice must be in writing specifying whether the Buyer elects to have the dispute resolved in accordance with clause 14.1(a) or 14.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 14.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 14.1(b); and
- (d) if the Corporation gives the Buyer a written notice of any dispute, the Buyer must, within 10 Business Days of receiving or being deemed to have received that notice, give to the Corporation a written notice specifying whether the Buyer elects to have the dispute resolved in accordance with clause 14.1(a) or 14.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 14.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 14.1(b).

14.2 General

A dispute that arises during the performance of this agreement will be resolved, wherever possible, at the level where the dispute initially arises.

14.3 Referral to Representatives

If, within 15 Business Days of a dispute arising, it has not been resolved, the dispute will be referred to the Buyer's Representative, and to the Corporation's Representative.

14.4 Representatives to meet

The Representatives referred to in the preceding clause must meet within 5 Business Days after the dispute is referred to them, and attempt to resolve the dispute. If they resolve the dispute, the parties will adhere to their resolution.

14.5 Further steps - mediation

If the Representatives cannot resolve the dispute within 10 Business Days of their first meeting, the dispute will be taken to a mediation process. If the parties agree, they will appoint, by agreement, an independent mediator, or, if they fail to agree on an independent mediator within 15 Business Days of their first meeting, the President of the Law Society of Western Australia (Inc) for the time being, or the President's nominee, may, at the request of either party, appoint an independent mediator, and the costs of that mediator will be borne equally by the Corporation and the Buyer. Except to the extent

Limits on liability

inconsistent with this clause 14, the mediation will be conducted in accordance with the then current mediation rules of the Law Society of Western Australia.

14.6 Place of mediation

The parties will hold the mediation in Perth, Western Australia and, subject to clause 14.8, must comply with any resolution facilitated between them by the independent mediator.

14.7 Parties to continue to perform

Each party must continue to perform their obligations under this agreement, notwithstanding any dispute, or the commencement of any legal proceedings, under this clause 14.

14.8 Steps if party dissatisfied

If a party is dissatisfied with proceedings before the mediator, it may take that action as it considers appropriate, including commencing legal proceedings. For the avoidance of doubt, the right referred to in this clause 14.8 is not in any way dependent on or conditional upon the initiation or completion of the proceedings before the mediator.

15 Limits on liability

15.1 Indemnity by Buyer

The Buyer indemnifies and will keep the Corporation indemnified against any Loss or Claim by any person, of any nature whatsoever and howsoever, arising out of, related to or connected with this agreement or any supply of Water by the Corporation, except, and strictly limited to, the extent that any Loss or Claim is caused by any negligence on the part of the Corporation that is established.

15.2 Monetary limits

To the maximum extent permitted by law, the total liability of the Corporation and its servants and agents, to the Buyer for all Claims, including interest on any Claim accruing from the date on which the Claim first arose to the date of judgment, settlement, deduction or set off, is limited in the aggregate to the Liability Limit in each Year of the Term, non-cumulative.

15.3 Reduction in damages

If the Buyer makes any Claim against the Corporation and its servants and agents, or any of them, that Claim will be reduced by, or the Buyer must pay to the Corporation, an amount equal to the following:

- (a) any compensation or reimbursement received by the Buyer from any third party, or any benefit received by the Buyer as a result of, or consequent on, the matters giving rise to the Claim;
- (b) any reduction or extinguishment in the Buyer's taxation or other liabilities, as a result of the Claim, or the payment giving rise to the Claim; and
- (c) any amount received by the Buyer under any policy of insurance taken out by the Buyer or to which the Buyer is an insured.

15.4 Liability of servants and agents

Every exemption from, and limitation of, liability, defence and immunity of whatever nature that applies to the Corporation, or to which the Corporation is entitled, including those set out in this agreement, will also be available and extend to protect every one of its servants or agents acting under this agreement or in any way connected with or relating to it, or making or giving statements, representations, information, or advice relating to this agreement, and the benefit of this clause 15 is held by the Corporation on its own behalf and as agent or trustee on behalf of or for the benefit of all persons who are or might be its servants or agents from time to time as well as on its behalf, and all those persons will to this extent be or be deemed to be parties to this agreement.

15.5 No warranties

For the avoidance of doubt, except for the Warranties and those representations and warranties that cannot, by law, be excluded, the Corporation, and its servants and agents, make or provide no representations or warranties whatsoever.

16 Insurances

16.1 Insurances

- (a) The Buyer must effect and maintain throughout the Term, public liability insurance in respect of:
- (1) injury or illness to or death of any person;
 - (2) physical loss, damage or destruction to any property (including that of the Corporation); and
 - (3) sudden and accidental pollution,
- which insurances will each provide cover in respect of each occurrence to an amount of not less than \$20 million, in respect of all Losses occurring during each period of insurance.
- (b) Each of the policies must be approved by the Corporation, which approval the Corporation will not unreasonably withhold.

16.2 Evidence of insurance

Before the Commencement Date, and, during the Term, whenever the Corporation reasonably requests it in writing, the Buyer must produce a certificate of currency of insurance for each of the insurances referred to in this clause 16.

16.3 Default

If the Buyer fails to take out or maintain any of the insurances required under this clause 16, or to promptly produce to the Corporation a certificate of currency of insurance if the Corporation requests it, the Corporation may at its sole option:

- (a) take out and maintain any such insurances reasonably acceptable to the Corporation, and include any additional costs of them in the next invoice issued by the Corporation to the Buyer under this agreement; or
- (b) treat that failure to insure, or failure to maintain insurance, as a Default for the purposes of this agreement.

16.4 Notification

The Buyer must:

- (a) as soon as practicable, inform the Corporation, in writing, of any occurrence of which it becomes aware, that may give rise to a claim under any policy of insurance taken out by it in compliance with this agreement;
- (b) keep the Corporation informed of subsequent developments concerning the claim; and
- (c) use its best endeavours to ensure that its sub-contractors, in respect of their operations, similarly inform the Corporation.

16.5 Annual review

Subject to the provisions of clause 14, the Corporation may review annually (both upward and downward) the limits of liability in any of the policies of insurance contemplated by this agreement.

16.6 Alteration of policies resulting on review

The Buyer must, within a reasonable period, and in any event within 20 Business Days of receiving written notice from the Corporation, use its best endeavours to negotiate with its insurers appropriate alterations to the relevant insurance policies, to reflect the results of any reviews the Corporation has conducted.

16.7 No variation to insurances

The Buyer must not do, omit to do, or permit or allow to be done, anything whereby any insurances contemplated by this agreement will be:

- (a) varied in a manner that might materially reduce the coverages and level of protection afforded from those insurances previously approved by the Corporation, or
- (b) cancelled or allowed to lapse unless they are first replaced with other insurances that comply with the provisions of clause 16.

17 Statutory powers and limitations

17.1 Statutory powers add to express powers

The powers conferred on the Corporation by or under any Act of Parliament, are in addition to the powers conferred on the Corporation by this agreement, except to the extent inconsistent with the provisions expressed in this agreement.

17.2 Acts of Parliament that alter agreement of parties

If at any time and for so long as:

- (a) any Act of Parliament applies to this agreement;
- (b) a provision of that Act of Parliament conflicts with a provision of this agreement; and
- (c) under that Act of Parliament the conflicting provision of that Act of Parliament prevails,

each conflicting provision of this agreement is deemed to be amended to the extent necessary to resolve the conflict with that Act of Parliament.

GST

17.3 Corporation's statutory functions

Nothing contained in or implied by this agreement has the effect of constraining the Corporation or placing any fetter on its statutory rights, duties, powers, functions and protections, including those contained or referred to in any Act of Parliament.

18 GST

18.1 Non-inclusive of GST

Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.

18.2 Adjustment for GST

To the extent that any supply made under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

18.3 Payment of amount determined

The recipient of the supply must pay the amount so determined under clause 18.2 even if the recipient disputes the determination.

18.4 Adjustment event

If an adjustment event occurs following a determination under clause 18.2:

- (a) the supplier must make a further reasonable determination under clause 18.2 of the increased amount of consideration payable; and
- (b) if the GST component of that increased consideration differs from the amount originally determined, the amount of the difference must be paid by, refunded to or credited to the recipient, as the case may be.

18.5 Tax invoices

The supplier must issue a Tax Invoice to the recipient of a supply to which clause 18.2 applies no later than 10 Business Days following payment of the amount determined under that clause.

18.6 Reimbursements

If either party is entitled under the agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with the agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative member.

18.7 Dispute resolution in relation to GST

If the recipient disputes the supplier's determination under clause 18.2, or considers that the amount of the increased consideration is unreasonably high, it may refer the matter to expert determination.

General

18.8 Appointment of expert

If the parties do not within 10 Business Days agree on the person to be appointed as expert, or if the person agreed upon does not accept the appointment, either party may request the President for the time being of the Institute of Chartered Accountants in Australia (Perth branch) to appoint a suitably qualified person.

18.9 Expert not an arbitrator

The expert must act as an expert and not as an arbitrator.

18.10 Expert's decision final

The expert's decision is final and binding on the parties who must give effect to that decision.

18.11 Payment of expert's fee

The parties must bear and pay the expert's fee (including expenses) as determined by the expert, but each party must bear its own costs.

19 General

19.1 Amendment

This agreement may only be varied or replaced by a document duly signed by or on behalf of the parties.

19.2 Approvals and consent

Subject to any express provision of this agreement to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this agreement and is not obliged to give its reasons for doing so.

19.3 Computation of time

- (a) Where time is to be reckoned by reference to a day or event, that day or the day of that event will be excluded.
- (b) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

19.4 Change in Law or Circumstances

- (a) In addition to any other provisions in this agreement, if any Change in Law, Change in Circumstances, or both, occurs that:
 - (1) discriminates between water supply facilities that are owned or operated by the Corporation and those that are owned or operated by other suppliers;
 - (2) is in relation to a Tax imposed by the Commonwealth or the State of Western Australia; or
 - (3) is in relation to the environmental effects of operating of maintaining the Scheme,and:

General

- (4) the cost consequences of which the Corporation is otherwise unable to pass on to the Buyer; or
- (5) significantly affects the Corporations' or the Buyer's ability to duly and punctually comply with the provisions of this agreement, whether unfavourably or favourably,

and that Change in Law or Change in Circumstances, or both:

- (6) is beyond the reasonable control of the party affected;
- (7) is not otherwise provided for under the provisions of this agreement; and
- (8) could not have been reasonably foreseen or allowed for in entering into this agreement,

then:

- (9) either party may by written notice to the other notify the other of that Change in Law or Change in Circumstances, or both, detailing that Change in Law or Change in Circumstances, or both, and the effects that that party considers they have on the provisions of this agreement; and
- (10) the Corporation and the Buyer must promptly meet, and begin (or, if they already have begun, continue) negotiating in good faith, with a view to reaching agreement on what changes should be made to the provisions of this agreement to provide or allow for that Change in Law or Change in Circumstances, or both.

- (b) If the Corporation and the Buyer fail to agree upon all those changes within 2 months from the date of the giving of the notice referred to in clause 19.4(a)(9) then the provisions of clause 14 will apply to the dispute.

19.5 Confidentiality

- (a) Subject to clause 19.5(b), the parties agree that the agreement between them witnessed by this agreement is confidential and that they will not disclose it, or any information in it, to any person, unless that disclosure or that information:
 - (1) is at the material time in the public domain;
 - (2) required by law, including any freedom of information legislation, to be communicated to a person who is authorised or entitled by law to receive it or to have that information disclosed to them;
 - (3) is necessarily made to a court, or to an arbitrator or administrative tribunal or to legal counsel in the course of proceedings provided that, in the case of any arbitration proceedings, in respect of the Buyer, the Buyer first obtains from each other party to those proceedings an undertaking, enforceable by the Corporation, that each party will similarly not divulge or communicate, without the Corporation's written consent, any information referred to in this clause 19.5;
 - (4) is required to be disclosed pursuant to any Act of Parliament or by a lawful requirement of any government or Governmental Agency whether in connection with the granting of any Authorisation or otherwise;
 - (5) is to a servant, agent or contractor of the Corporation or the Buyer, where that disclosure is reasonably necessary for the conduct of this agreement; or
 - (6) was consented to in writing by the other party.

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- (b) In addition to the disclosures permitted under clause 19.5(a), the Buyer agrees with the Corporation that the Corporation may disclose this agreement or any information in or in respect of it:
 - (1) for public accountability reasons, including a request for information by Commonwealth or State Parliament, Commonwealth or State Parliamentary Committee or a Commonwealth or State Minister;
 - (2) for any other requirement of the Commonwealth or the State including disclosure to any Government Agency; or
 - (3) as required to be disclosed by a lawful requirement made pursuant to the *Freedom of Information Act 1992 (WA)*.

19.6 Counterparts

- (a) This agreement may be signed in two or more counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may sign this agreement by signing any counterpart.
- (d) A party may sign this agreement, or any counterpart, by facsimile, and the facsimile will be accepted as an original.

19.7 Effect of signing

This agreement will not be binding on any party unless it or the counterpart has been signed by, or on behalf of, each person named as a party to it.

19.8 Entire agreement

This agreement constitutes the entire agreement between the parties to the exclusion of any prior collateral agreements that are hereby agreed to be and deemed to be rescinded absolutely to the extent of any inconsistency with the provisions of this agreement.

19.9 Failure to review or adjust

If the Corporation fails to review or adjust anything that it is required or entitled to review or adjust under this agreement on any date that it is required or entitled to do so, the Corporation may undertake that review or make that adjustment at any later date and:

- (a) that later review or adjustment will take effect from the date on which the Corporation should have undertaken that review or made that adjustment; and
- (b) the Buyer must pay to the Corporation on demand any money that the Buyer would have had to pay to the Corporation had that review or adjustment taken place on the due date.

19.10 Further assurances

Each party will promptly sign all documents, and do all things, that any other party from time to time reasonably requires of it, to effect, perfect or complete the provisions of this agreement and any transaction contemplated by it.

19.11 Governing law and jurisdiction

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

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19.12 Legal costs

Subject to any express provision in this agreement to the contrary, each party will bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under this agreement.

19.13 Rights cumulative

Subject to any express provision in this agreement to the contrary, the rights of a party under this agreement are cumulative, and are in addition to any other rights of that party.

19.14 Service of accounts

Subject to clause 19.15, the Corporation will send all invoices rendered by the Corporation pursuant to this agreement to the Buyer, by prepaid ordinary mail to the Buyer's Address, and those invoices will be deemed to be delivered in the ordinary course of the post.

19.15 Service of notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this agreement:
 - (1) must be in legible writing and in English addressed as shown below:
 - (A) if to the Corporation, to the Corporation's Address; and
 - (B) if to the Buyer to the Buyer's Representative at the Buyer's Address,
 or as specified to the sender by any party by notice;
 - (2) where the sender is a company, must be signed by an officer or under the common seal of the sender;
 - (3) is regarded as given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) except in the case of accounts served under clause 19.14, if by post, 5 days from and including the date of postage; or
 - (C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,
 but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
 - (4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 19.15 and informs the sender that it is not legible.
- (c) In this clause 19.15, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

19.16 Severance

If any provision or part of this agreement is or becomes for any reason invalid or unenforceable at law, then in that event that provision or part of this agreement will be and be hereby deemed to be severed from this agreement without thereby affecting the

General

remainder of this agreement and the remainder of this agreement will continue to be valid and enforceable in all things.

19.17 Duty

The Buyer will, as between the parties, be liable for and duly pay all Duty (if any) (including any fine or penalty except where it arises from default by the Corporation) on or relating to this agreement.

19.18 Tax

The Buyer must:

- (a) pay any Tax in respect of:
 - (1) the execution, delivery, performance, release, discharge, amendment, enforcement or attempted enforcement or otherwise in respect of the following:
 - (A) a Transaction Document;
 - (B) a document entered into or signed under a Transaction Document; or
 - (C) a transaction contemplated under a Transaction Document or a document described in clause 19.18(a)(1);
 - (2) any payment made or to be made, or other act, matter or thing, done or to be done, under, arising out of or in any way connected with this agreement or any document or transaction referred to in clause 19.18(a)(1); or
 - (3) any money payable by the Buyer to the Corporation under this agreement;
- (b) pay fines, penalties or other costs in respect of a failure to pay a Tax described in clause 19.18(a), except, and strictly limited to, the extent that that a fine, penalty or other cost is caused by any negligence on the part of the Corporation that is established; and
- (c) indemnify and keep indemnified and save harmless the Corporation from and against an amount payable under clause 19.18(a) or 19.18(b) or both.

19.19 Waiver

Any modification, variation or amendment of this agreement or any waiver by either party of any obligation of the other will not have any force or effect unless and until the same is in writing and no waiver by the Corporation of any breach by the Buyer of any of the provisions of this agreement nor any delay in the exercise of any power or remedy that may be exercised as a result of such breach or default will operate as or be construed as a waiver of any other preceding or succeeding breach or default by the Buyer whether of like or different character.

19.20 Survival

Clauses 1 (Definitions and interpretations), 7 (Monthly Water Price), 12 (Default and Termination), 13 (Force Majeure), 15 (Limits on Liability), 16 (Insurance) and 19 (General) will survive the termination of the agreement.

This clause 19.20 does not limit survival of other clauses which by their nature survive or which are otherwise specified to survive.

Schedules

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Schedule 1

General

- (1) **Bank Guarantee**
Not applicable
- (2) **Buyer's Representative**
Ms Amanda O'Halloran
- (3) **Buyer's Address**
Address: Shire of Derby West Kimberley
30 Loch Street, Derby, WA, 6728
Attention: Ms Amanda O'Halloran – Chief Executive Officer
- (4) **Commencement Date**
30 August 2019
- (5) **Corporation's Address**
Address: Water Corporation
PO Box 84, Karratha, WA, 6714
Attention: Regional Manager – North West
Facsimile: 08 9185 3818
- (6) **Corporation's Representative**
Manager – Customer and Stakeholders
- (7) **Interest Rate**
The interest rate specified in the by-laws made from time to time under section 124 (2)(n) of the Water Services Act 2012 in respect of late payments of charges.
- (8) **Latest Completion Date**
Commencement Date
- (9) **Liability Limit**
\$100,000.00
- (10) **Termination Date**
30 August 2029.
- (11) **Year**
Year means the period from and including 1 July to and including 30 June next following.

Schedule 2

Delivery Point

Location of point or points to which Water is supplied pursuant to this agreement:

One (1) x 100 mm nominal size water metre located at 14-18 Knowsley Street Derby, Lot 1142 Res 9973.

Schedule 3

Daily Entitlement and Maximum Allowable Instantaneous Rate

- (1) **Daily Entitlement**
49 kL per Day.
- (2) **Maximum Allowable Instantaneous Rate**
34 L per minute.

Schedule 4

Monthly Water Price

The Buyer must pay the following to the Corporation:

(1) **Regulations Rate**

That rate in cents per kL, currently 259.7 cents per kL, subject to review and adjustment as provided in this Agreement, on a Weekly Period, in respect of each kL of Water (or part thereof) consumed or deemed to have been consumed by the Buyer, that is from time to time prescribed for the purposes of Schedule 3 Item 24 of the Water Corporations Charges Regulations as applies to the property on which the Delivery Point is situated, as that Item and those Regulations may be consolidated, amended, re-enacted or replaced from time to time.

Schedule 5

Capacity Payment [Not Used]

Signing page

Executed as an agreement

Corporation

Signed for and on behalf of
Water Corporation
by its authorised officer:

sign here ▶ _____
authorised officer

print name _____

sign here ▶ _____
witness

print name _____

The common seal of
Shire of Derby West Kimberley
is fixed to this document in the presence of

sign here ▶ _____
Company Secretary/Director

print name _____

sign here ▶ _____
Director

print name _____

Date ▶ The _____ day of _____ 2019

14 DEVELOPMENT SERVICES

Nil

15 COMMUNITY AND RECREATION SERVICES

15.1 RELOCATION OF THE STATUE OF ROBERT ROWELL

File Number: 6320

Author: Wayne Neate, Director Technical and Development Services

Responsible Officer: Amanda O'Halloran, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

This reports seeks Councils permission to relocate the statue of the late Robert Rowell from Lytton Park to the area opposite his former residence and near the Derby Walk trail plaque that discusses his influence in the town on Loch Street, Derby.

DISCLOSURE OF ANY INTEREST

Nil

BACKGROUND

On the 24th June 2011 the statue of the late Robert Rowell was erected in its current position by Archer Builders as this was the location chosen by the family at the time. There was no formal decision by Council to erect the statue at this location however there had been discussion between the family and Council about the location and erection of the statue.

At the time Council paid for the erection of the statue but not the transportation or the statue itself. A few years after the installation of the statue there were requests to move the statue to the now proposed location, however at the time there was no allocation for the costs associated with this move and no formal application by the family had occurred.

Earlier this year the family approached staff about the relocation of the statue. During these conversations there was also concern raised over Mr Rowell’s ashes which were interned in the bottom section of the statue. Approval has since been given for the internment of the ashes and the section of plinth reinstated by the family to ensure no further loss of ashes occurred. As part of this process the Family has now formally applied to Council for the Statue to move.

STATUTORY ENVIRONMENT

None.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

All costs associated with the relocation are being paid for by the family.

STRATEGIC IMPLICATIONS

GOAL	OUTCOME	STRATEGY
1. Community Well Being	1.8 Access to learning,	1.8.3 Develop and implement a culture

A diverse, caring and safe community providing opportunities for all its people	cultural and arts opportunities that support community growth and diversity	and arts community strategy
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RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Reputation: Family could raise the profile or dispute with the media if statue not moved	Unlikely	Minor	Low	There are no issues to moving the statue and no costs to Council. Approve the relocation

CONSULTATION

The family has been in contact with officers regarding the relocation of the statue please see attached correspondence of this.

COMMENT

It is recommended that the relocation of the statue be allowed as it appears to be a more appropriate location for the statue and may enhance the Derby Walk Trail. There is also no financial cost to council as the Family is prepared to pay all associated costs for the move.

The Family as noted in the correspondence are very keen for this matter to be progressed.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Photos of Location, plaque and site map  
2. Letter from Family  

RECOMMENDATION

That Council approve the relocation of the statue of the late Robert Rowell to Loch Street, near the plaque commemorating his service to the town and across the road from his former residence.

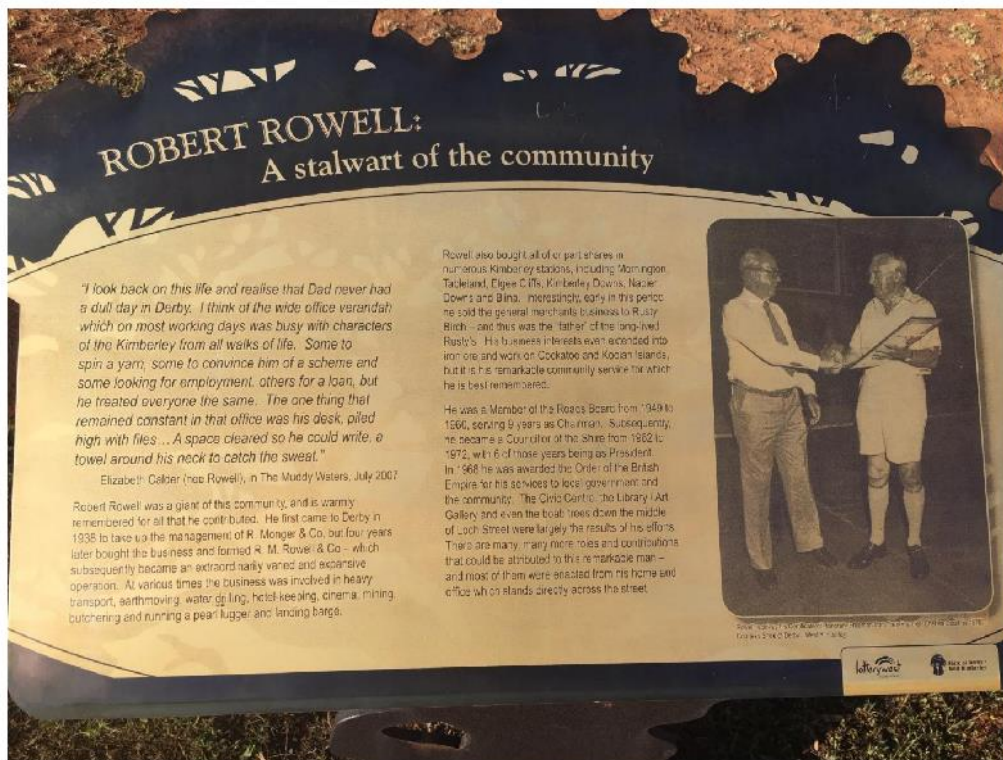


Image 1: Robert Rowell Plaque



Image 2/3: Possible Locations of Statue



10/11/2019

Google Maps



Proposed Location of Shire



imagery ©2019 CNES / Airbus, Maxar Technologies, Map data ©2019 20 m

<https://www.google.com/maps/@-17.3025252,123.6279066,258m/data=!3m1!1e3>

Ms Amanda O'Halloran CEO
Shire of Derby West Kimberley
sdwk@sdwk.wa.gov.au

2 September 2019

Dear Ms O'Halloran,

Relocation of Statue of Robert Rowell and repair works to plinth

I am writing to you on behalf of the family of the late Robert Rowell in relation to the statue of him which is located in Lytton Park, Derby.

When visiting the statue of my Grandfather recently with my family, we noticed that the plinth was rusting and that the plate at the rear had completely rusted off. This revealed the cavity inside where his ashes are stored and we noticed that they were beginning to spill out. This has caused the family some concern and we would like to get this plinth repaired as soon as possible. Arrangements are currently being made to get this work underway.

The family formally requests permission from the Shire to relocate the statue to Shire land opposite the former family home at 35 Loch Street. It is proposed that the new site for the statue would be near the new historical plaque documenting my Grandfather's life and his contribution to the town of Derby.

A map on the following page shows a pin in the approximate position of the plaque and the area for the proposed relocation of the statue nearby.

Subject to the Shire's approval, the family will make arrangements for the relocation of the statue to that approximate location and carry out the repair works to the plinth so that it is resistant to rust and any further corrosion and deterioration.

We are very grateful to the Shire for the assistance and cooperation that we have received in relation to these works so far and we would appreciate receiving the relevant approvals to conduct these relocation and repair works to the statue as proposed in this letter, at your earliest convenience.

Yours sincerely

Katherine Gardner
kgardnerwa@gmail.com
Mobile: 042 99 99 023

16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS FOR WHICH THE MEETING MAY BE CLOSED (CONFIDENTIAL MATTERS)

Nil

19 CLOSURE

19.1 Date of Next Meeting

The next ordinary meeting of Council will be held Thursday, 21 November 2019 in the Library, Fitzroy Crossing.

19.2 Closure of Meeting