



**AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON
MONDAY**

22 September 2014

SHIRE OF MINGENEW

ORDINARY COUNCIL MEETING NOTICE PAPER

22 September 2014

Madam President and Councillors,

An ordinary meeting of Council is called for Monday, 22 September 2014, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.00 pm.

Warren Olsen
Chief Executive Officer

22 September 2014

MINGENEW SHIRE COUNCIL

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Mingenew Shire Council for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Mingenew Shire Council 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 occurring during Council/Committee meetings or discussions. Any person or legal entity that acts or fails to act in reliance upon any statement 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 limitation of approval made by a member or officer of Mingenew Shire Council during the course of any meeting is not intended to be and is not taken as notice of approval from the Mingenew Shire Council. The Mingenew Shire Council warns that anyone who has an application lodged with the Mingenew Shire Council must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Mingenew Shire Council in respect of the application.

CHIEF EXECUTIVE OFFICER

22 SEPTEMBER 2014

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SHIRE OF MINGENEW

AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON 22 September 2014 COMMENCING AT 4.00pm

- 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS
- 2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE
- 3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
- 4.0 PUBLIC QUESTION TIME/PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS
- 5.0 APPLICATIONS FOR LEAVE OF ABSENCE
- 6.0 DECLARATIONS OF INTEREST
- 7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

COUNCIL RECOMMENDATION ITEM 7.1

That the Minutes of the Ordinary Meeting of Council held 20 August 2014 be confirmed as a true and accurate record of proceedings.

COUNCIL RECOMMENDATION ITEM 7.2

That the Minutes of the Special Meeting of Council held 4 August 2014 be confirmed as a true and accurate record of proceedings.

COUNCIL RECOMMENDATION ITEM 7.3

That the Minutes of the Executive Management Committee Meeting held 27 August 2014 be received by Council.

- 8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION
- 9.0 OFFICERS REPORTS

9.1 CHIEF EXECUTIVE OFFICER

9.1.1 APPOINTMENT OF CHIEF EXECUTIVE OFFICER

Location/Address: Shire of Mingenew
Name of Applicant: Executive Management Committee
Disclosure of Interest: Nil
Date: 16th September, 2014
Author: Cameron Watson – Manager Finance & Administration

SUMMARY

The Executive Management Committee conducted interviews for the Chief Executive Officer position on Wednesday 27th August 2014 and is recommending the appointment of Mr Martin Whitely to the position.

ATTACHMENT

Nil

BACKGROUND

As a consequence of the current vacancy within the position of Chief Executive Officer for the Shire of Mingenew there has arisen a need to appoint a replacement officer to undertake the duties of Chief Executive Officer. Mr Mike Fitzgerald of Fitzgerald Strategies was appointed as consultant to assist with this appointment.

Advertising, in the proscribed form, was undertaken and attracted 16 applicants with this subsequently being reduced to 5 applicants to be interviewed. Interviews were held on the 27th of August, 2014 resulting a recommendation from the Executive Management Committee of a preferred candidate, this being Mr Martin Whitely.

COMMENT

The Local Government Act 1995 requires Council to appoint a Chief Executive Officer as outlined below:

5.36. *Local government employees*

- (1) *A local government is to employ —*
 - (a) *A person to be the CEO of the local government; and*
 - (b) *Such other persons as the council believes are necessary to enable the functions of the local government and the functions of the council to be performed.*
- (2) *A person is not to be employed in the position of CEO unless the council —*
 - (a) *Believes that the person is suitably qualified for the position; and*
 - (b) *Is satisfied* with the provisions of the proposed employment contract.*

*** Absolute majority required.**

- (3) *A person is not to be employed by a local government in any other position unless the CEO —*
 - (a) *Believes that the person is suitably qualified for the position; and*
 - (b) *Is satisfied with the proposed arrangements relating to the person's employment.*

- (4) *Unless subsection (5A) applies, if the position of CEO of a local government becomes vacant, it is to be advertised by the local government in the manner prescribed, and the advertisement is to contain such information with respect to the position as is prescribed.*
- (5A) *Subsection (4) does not require a position to be advertised if it is proposed that the position be filled by a person in a prescribed class.*
- (5) *For the avoidance of doubt, subsection (4) does not impose a requirement to advertise a position before the renewal of a contract referred to in section 5.39.*
- [Section 5.36 amended by No. 49 of 2004 s. 44; No. 17 of 2009 s. 21.]*

A recommendation was also made at the Executive Management Committee meeting to appoint an interim Chief Executive Officer until Mr Whitely could commence his duties. With the assistance of Mr Mike Fitzgerald of Fitzgerald Strategies, the Committee recommended that Mr Warren Olsen be so appointed, subject to satisfactory negotiations on a salary package. These negotiations have been concluded to the satisfaction of all parties and Mr Olsen commenced his duties on the 8th of September 2014.

The members of the Executive Management Committee have negotiated the contents of a Contract of Employment with Mr Whitely and these can be disclosed at the Council meeting.

CONSULTATION

Members – Executive Management Committee
Mr Mike Fitzgerald – Fitzgerald Strategies

STATUTORY ENVIRONMENT

Local Government Act 1995, Section 5.36 – Local Government Employees
Local Government (Administration) Regulations 1996, Section 18A – Vacancy in Position of CEO or Senior Employee to be Advertised.
Local Government (Administration) Regulations 1996, Section 18B – Contracts of CEOs and Senior Employees, Content of.
Local Government (Administration) Regulations 1996, Section 18C – Selection and Appointment Process for CEOs.
Local Government (Administration) Regulations 1996, Section 18E – False Information in Application for CEO Position, Offence.
Local Government (Administration) Regulations 1996, Section 18F – Remuneration and Benefits for CEO to be as Advertised.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There is an inclusion in the 2014/2015 Budget for the employment of a Chief Executive Officer including relocation expenses.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

COMMITTEE RECOMMENDATION – ITEM 9.1.1.1

That Council

- 1. Appoints Mr Martin Whitely to the position of Chief Executive Officer of the Shire of Mingenew; and**
- 2. Is of the belief that Mr Whitely is suitably qualified for the position of Chief Executive Officer; and**
- 3. Is satisfied with the provisions of the proposed three (3) year Contract of Employment to be entered into with Mr Whitely for the position of Chief Executive Officer.**

COMMITTEE RECOMMENDATION – ITEM 9.1.1.2

That Council

- 1. Appoint Mr Warren Olsen as interim Chief Executive Officer for the period commencing the 8th September 2014 to the first attendance of Mr Martin Whitely as Chief Executive Officer for the Shire of Mingenew; and**
- 2. Is of the belief that Mr Olsen is suitably qualified for the position of Chief Executive Officer; and**
- 3. Authorises the Shire President to negotiate a remuneration package that is agreeable to both parties.**

9.2 FINANCE

9.2.1 FINANCIAL STATEMENTS FOR MONTH ENDING 31 AUGUST, 2014

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
Date: 15th September, 2014
Author: Cameron Watson – Manager Finance & Administration

SUMMARY

The Monthly Statement of Financial Activity report for the month ending 31 August, 2014 is presented to Council for adoption.

ATTACHMENT

Finance Report for month ending 31 August, 2014.

BACKGROUND

Financial Regulations require a monthly statement of financial activity report to be presented to Council.

COMMENT

SUMMARY OF FUNDS – SHIRE OF MINGENEW	
Municipal Account	\$22,765.58
Business Cash Maximiser (Municipal Funds)	\$934.09
Municipal Trust Account	\$93,454.34
Mid-West Regional Council Trust Account	\$172,398.25
Reserve Maximiser Account	\$280,322.61

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. The following remains outstanding as at 31 August, 2014:

	Current	30+ Days	60+ Days	90+ Days	Total
<i>Amount</i>	137,562.93	0.00	1,102.00	4,665.72	143,330.65

Rates Outstanding at 15th September, 2014 was:

	Current	Arrears	Total
<i>Rates</i>	1,152,531.04	8,410.05	1,160,941.09
<i>Rubbish</i>	34,235.70	0.43	34,236.13
	1,186,766.74	8,410.48	1,195,177.22

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2014 / 2015 financial year.

CONSULTATION

No consultation required

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Financial implications are outlined in comments.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.1

That Council adopts the Monthly Statement of Financial Activity for the month ending the 31st August, 2014.



SHIRE OF MINGENEW

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

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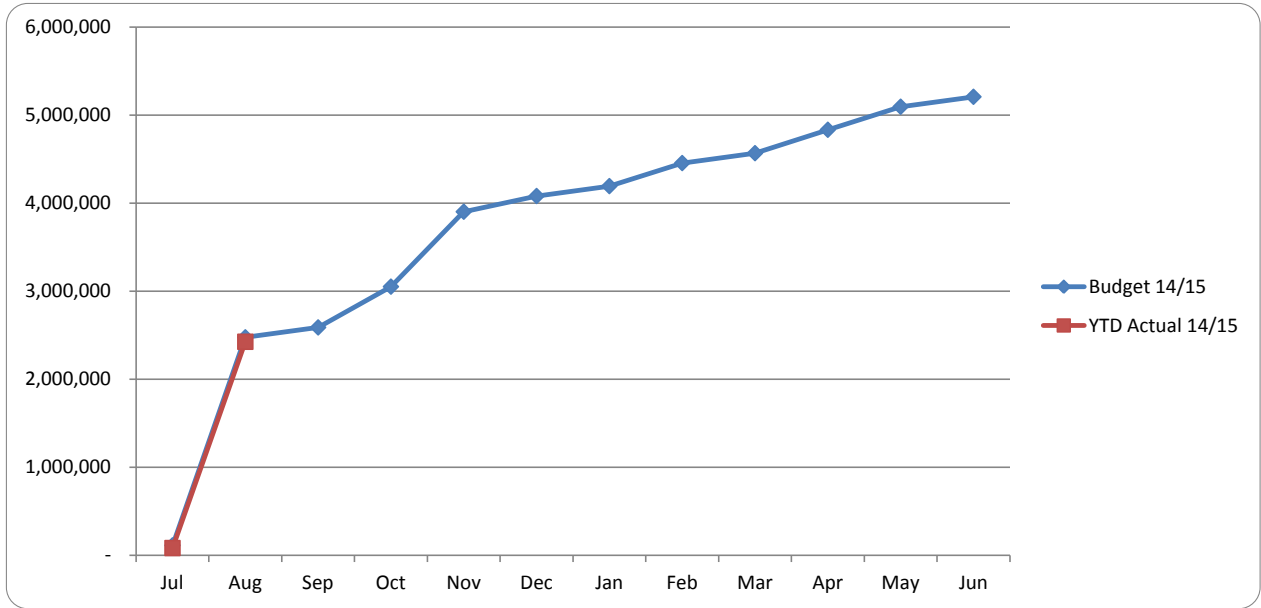
SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

	NOTE	31/08/14 Y-T-D Actual \$	31/08/14 Y-T-D Budget \$	2014/2015 Total Budget \$	31/08/14 Y-T-D Variance \$	31/08/14 Y-T-D Variance %
REVENUES/SOURCES	1,2					
Governance		12,923	6,190	37,179	6,733	(109%)
General Purpose Funding		1,805,597	1,798,102	2,258,372	7,495	(0%)
Law, Order, Public Safety		209	5,562	27,100	(5,353)	96%
Health		0	0	0	0	0%
Education and Welfare		780	630	3,795	150	(24%)
Housing		21,558	15,364	92,204	6,194	(40%)
Community Amenities		57,763	57,944	68,679	(181)	0%
Recreation and Culture		30,668	33,093	109,346	(2,425)	7%
Transport		431,948	486,534	2,174,500	(54,586)	11%
Economic Services		1,012	1,828	11,012	(816)	45%
Other Property and Services		38,680	71,096	426,626	(32,416)	46%
		<u>2,401,138</u>	<u>2,476,343</u>	<u>5,208,813</u>	<u>75,205</u>	
(EXPENSES)/(APPLICATIONS)	1,2					
Governance		(76,262)	(91,898)	(229,440)	(15,636)	17%
General Purpose Funding		(13,329)	(9,178)	(55,096)	4,151	(45%)
Law, Order, Public Safety		(20,992)	(19,802)	(99,789)	1,190	(6%)
Health		(10,616)	(13,638)	(81,856)	(3,022)	22%
Education and Welfare		(5,203)	(3,472)	(28,747)	1,731	(50%)
Housing		(49,727)	(37,085)	(189,845)	12,642	(34%)
Community Amenities		(20,092)	(20,876)	(136,322)	(784)	4%
Recreation & Culture		(171,193)	(122,674)	(802,508)	48,519	(40%)
Transport		(423,646)	(410,367)	(2,463,630)	13,279	(3%)
Economic Services		(35,399)	(24,654)	(147,993)	10,745	(44%)
Other Property and Services		(132,894)	(87,220)	(403,498)	45,674	(52%)
		<u>(959,353)</u>	<u>(840,864)</u>	<u>(4,638,724)</u>	<u>118,489</u>	
Adjustments for Non-Cash (Revenue) and Expenditure						
(Profit)/Loss on Asset Disposals	4	0	1,212	7,267	(1,212)	
Movement in Accrued Interest		(778,863)	0	0	(778,863)	
Movement in Accrued Salaries & Wages		0	0	0	0	
Movement in Employee Benefit Provisions		0	0	0	0	
Depreciation on Assets		286,964	242,444	1,454,710	44,520	
Capital Expenditure and Income						
Purchase Land held for Resale	3	0	0	0	0	0%
Purchase Land and Buildings	3	(43,570)	(26,614)	(176,700)	16,956	(64%)
Purchase Furniture and Equipment	3	0	0	0	0	0%
Purchase Plant and Equipment	3	0	(666)	(317,700)	(666)	100%
Purchase Infrastructure Assets - Roads	3	(46,609)	(289,418)	(1,736,565)	(242,809)	84%
Purchase Infrastructure Assets - Footpaths	3	0	0	0	0	0%
Purchase Infrastructure Assets - Bridges	3	0	(11,086)	(66,520)	(11,086)	100%
Purchase Infrastructure Assets - Drainage	3	0	0	0	0	
Purchase Infrastructure Assets - Rec Areas	3	0	0	0	0	
Proceeds from Disposal of Assets	4	0	9,032	131,700	9,032	100%
Repayment of Debentures	5	(45,560)	(22,195)	(162,587)	23,365	(105%)
Proceeds from New Debentures	5	0	0	170,000	0	0%
Transfers to Reserves (Restricted Assets)	6	(1,080)	(6,980)	(97,580)	(5,900)	85%
Transfers from Reserves (Restricted Assets)	6	0	0	0	0	0%
ADD Net Current Assets July 1 B/Fwd	7	(841,915)	(841,915)	(841,915)	0	
LESS Net Current Assets Year to Date	7	<u>2,755</u>	<u>715,670</u>	<u>578,872</u>	<u>(712,915)</u>	
Amount Req'd to be Raised from Rates		<u>(1,649,899)</u>	<u>(1,644,673)</u>	<u>(1,644,673)</u>	<u>(5,226)</u>	
Rates per Note 8		1,649,898	1,644,673	1,644,673		
Variance		(0)	0	0		

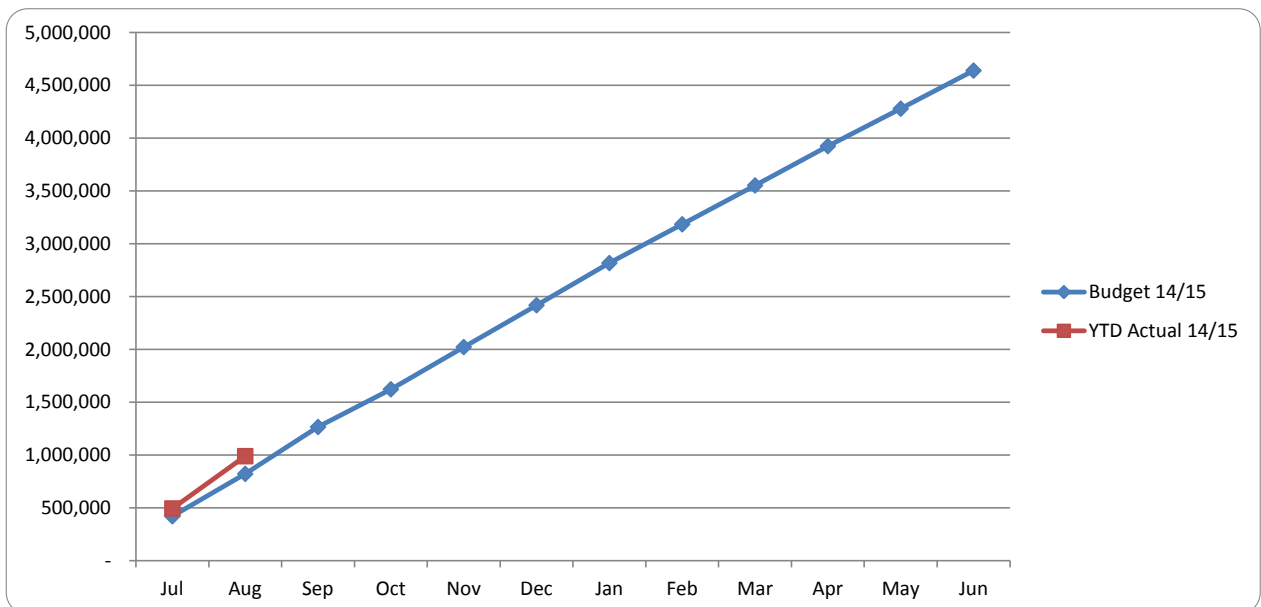
**SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

Graphical Representation - Source Statement of Financial Activity

Operating Budget v Actual - REVENUE



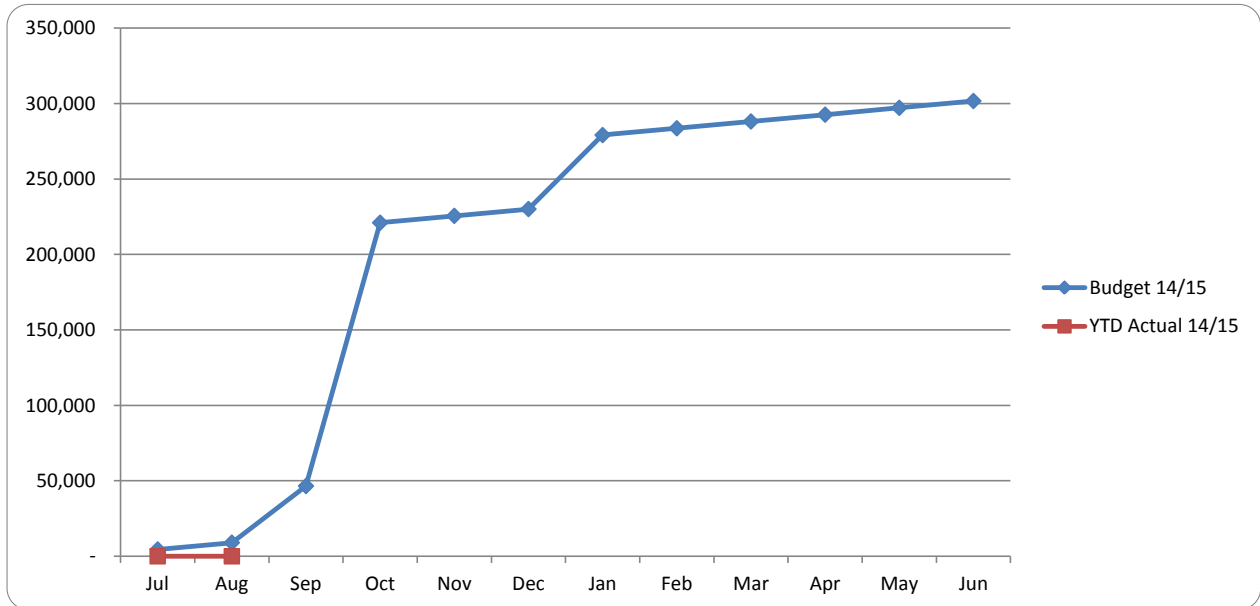
Operating Budget v Actual - EXPENDITURE



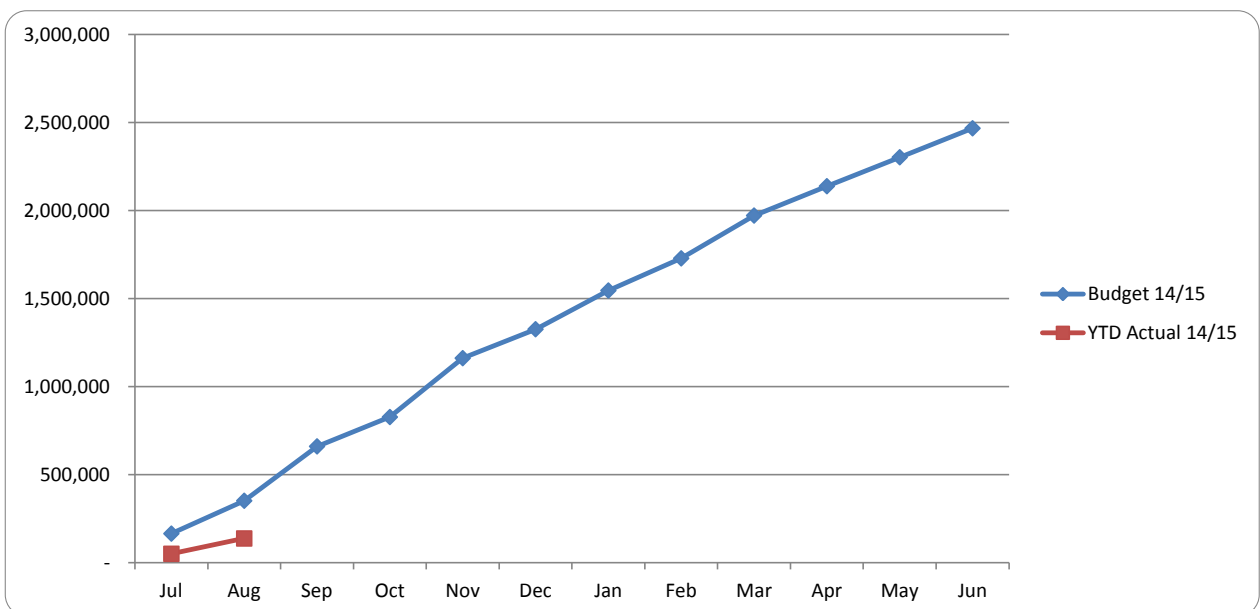
**SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

Graphical Representation - Source Statement of Financial Activity

Capital Budget v Actual - REVENUE



Capital Budget v Actual - EXPENDITURE



**SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

Statement of Financial Activity - Reportable Variances

REVENUES/SOURCES

Transport	(11%)	Waiting on the Federal Roads to Recoveries Grant program to allow for project entries.
Other Property and Services	(46%)	Numberous small amounts throughout the Shedule.

(EXPENSES)/(APPLICATIONS)

Governance	(17%)	Numberous minor amounts
Housing	34%	Payments Key Worker Housing Project made earlier than expected - Timing Issue
Recreation & Culture	40%	Numberous minor amounts across entire Schedule.
Economic Services	44%	High Administration Allocationions in the first month due to CEO departure.
Other Property & Services	52%	Salaries & Wages allocated higher in first month due to CEO departure.

CAPITAL EXPENDITURE AND INCOME

Purchase Land & Buildings	64%	Payments Key Worker Housing Project made earlier than expected - Timing Issue
Purchase Infrastructure Assets - Roads	(84%)	Works Program yet to be fully implemented.
Purchase Infrastructure Assets - Bridges	(100%)	Coalseam Road Bridge Works ongoing.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

This statement is a special purpose financial report, prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

(b) 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 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Cash and Cash Equivalents

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

(g) Trade and Other Receivables

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectibility of trade 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.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

Inventories are valued 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.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

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.

(g) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and	
major re-surfacing	
- bituminous seals	20 years
- asphalt surfaces	25 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	10 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Footpaths - slab	40 years
Sewerage piping	100 years
Water supply piping & drainage systems	75 years

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2012.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

(l) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(m) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the municipality has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

(n) Interest-bearing Loans and Borrowings

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.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

(p) 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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

2. STATEMENT OF OBJECTIVE

In order to discharge its responsibilities to the community, the Shire has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GOVERNANCE

Objective: To provide a decision making process for the efficient allocation of scarce resources.

Activities: 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.

GENERAL PURPOSE FUNDING

Objective: To collect revenue to fund provision of services.

Activities: Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Health: To ensure a safer community in which to live.

Activities: Supervision of various local laws, fire prevention, emergency services and animal control.

HEALTH

Objective: To provide an operational framework for good community health.

Activities: Food quality and pest control, maintenance of child health centre, doctors surgery and dental clinic.

EDUCATION AND WELFARE

Objective: To support the needs of the community in education and welfare.

Activities: Assistance to playgroup, youth advisory committee and other voluntary services.

HOUSING

Objective: Provide adequate housing to attract an retain staff and non-staff.

Activities: Maintenance of council owned housing.

COMMUNITY AMENITIES

Objective: Provide services as required by the community.

Activities: Rubbish collection services, tip operation, noise control, town planning administration, cemetery maintenance, storm water drainage, FM radio retransmitter maintenance and mobile phone installation.

RECREATION AND CULTURE

Objective: To establish and efficiently manage infrastructure and resources which will help the social well being of the community.

Activities: Maintenance of halls, library, parks, gardens and reserves.

TRANSPORT

Objective: To provide effective and efficient transport services to the community.

Activities: Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets, traffic signs, depot maintenance and airstrip maintenance.

ECONOMIC SERVICES

Objective: To help promote the Shire and improve its economic well being

Activities: Regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control, plant nursery and standpipes

OTHER PROPERTY & SERVICES

Activities: Private works, plant repairs

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

	31 August, 2014 Actual \$	2014/2015 Budget \$
3. ACQUISITION OF ASSETS		
The following assets have been acquired during the period under review:		
<u>By Program</u>		
GOVERNANCE		
Plant & Equipment	0.00	97,500
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
LAW, ORDER & PUBLIC SAFETY		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
HEALTH		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
EDUCATION & WELFARE		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
HOUSING		
Plant & Equipment	0.00	0
Land & Buildings	43,569.60	126,500
Furniture & Equipment	0.00	0
COMMUNITY AMENITIES		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
RECREATION & CULTURE		
Plant & Equipment	0.00	4,000
Land & Buildings	0.00	50,200
Furniture & Equipment	0.00	0
TRANSPORT		
Plant & Equipment	0.00	216,200
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
Infrastructure - Roads	46,608.96	1,736,565
Infrastructure - Footpaths	0.00	0
Infrastructure - Bridges	0.00	66,520
Infrastructure - Drainage / Floodways	0.00	0
ECONOMIC SERVICES		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
OTHER PROPERTY & SERVICES		
Plant & Equipment	0.00	0
Land & Buildings	0.00	0
Furniture & Equipment	0.00	0
Land Held for Resale	0.00	0
	90,178.56	2,297,485

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

	31 August, 2014	2014/2015
	Actual	Budget
	\$	\$
ACQUISITION OF ASSETS		
The following assets have been acquired during the period under review:		
<u>By Class</u>		
Land Held for Resale	0.00	0
Land and Buildings	43,569.60	176,700
Furniture and Equipment	0.00	0
Plant and Equipment	0.00	317,700
Infrastructure Assets - Roads	46,608.96	1,736,565
Infrastructure Assets - Footpaths	0.00	0
Infrastructure Assets - Bridges	0.00	66,520
Infrastructure Assets - Drainage/Floodways	0.00	0
Infrastructure Assets - Recreation Areas	0.00	0
	90,178.56	2,297,485

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

- plant replacement programme
- other assets
- road replacement programme
- other infrastructure

	90,178.56	2,297,485
	90,178.56	2,297,485
	0.00	0

**SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

<u>By Program</u>	Net Book Value		Sale Proceeds		Profit(Loss)	
	2014 / 2015 BUDGET	2014 / 2015 ACTUAL	2014 / 2015 BUDGET	2014 / 2015 ACTUAL	2014 / 2015 BUDGET	2014 / 2015 ACTUAL
	\$	\$	\$	\$	\$	\$
Governance						
Admin Vehicle (MI 177)	32,796	0	33,000	0	204	0
CEO Vehicle (1 MI)	40,511	0	44,500	0	3,989	0
Transport						
Works Manager Vehicle (MI 108)	37,971	0	34,200	0	(3,771)	0
Vibromax Vibrating Roller	27,689	0	20,000	0	(7,689)	0
	138,967	0	131,700	0	(7,267)	0

<u>By Class</u>	Net Book Value		Sale Proceeds		Profit(Loss)	
	2014 / 2015 BUDGET	2014 / 2015 ACTUAL	2014 / 2015 BUDGET	2014 / 2015 ACTUAL	2014 / 2015 BUDGET	2014 / 2015 ACTUAL
	\$	\$	\$	\$	\$	\$
Plant & Equipment						
Admin Vehicle (MI 177)	32,796	0	33,000	0	204	0
CEO Vehicle (1 MI)	40,511	0	44,500	0	3,989	0
Works Manager Vehicle (MI 108)	37,971	0	34,200	0	(3,771)	0
Vibromax Vibrating Roller	27,689	0	20,000	0	(7,689)	0
	138,967	0	131,700	0	(7,267)	0

<u>Summary</u>	2014 / 2015 BUDGET \$	31/8/2014 ACTUAL \$
Profit on Asset Disposals		4,193
Loss on Asset Disposals		(11,460)
		<u>(7,267)</u>

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1 Jul 14	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Education & Welfare									
Loan 137 - Senior Citizens Building	106,030	0	0	0	4,517	106,030	101,513	0	6,392
Housing									
Loan 133 - Triplex (+)	93,708	0	0	0	9,941	93,708	83,767	0	6,233
Loan 134 - S/C Housing (+)	62,443	0	0	2,461	4,999	59,982	57,444	1,939	3,801
Loan 136 - Staff Housing (#)	132,539	0	0	3,356	6,819	129,183	125,720	4,260	8,414
Loan 142 - Staff Housing	83,751	0	0	4,320	8,748	79,431	75,003	2,126	4,145
Recreation & Culture									
Loan 138 - Pavilion Fit-Out	101,788	0	0	0	4,336	101,788	97,452	0	6,137
Transport									
Loan 139 - Roller	66,256	0	0	6,448	13,107	59,808	53,149	2,209	4,207
Loan 141 - Grader	150,860	0	0	0	21,506	150,860	129,354	0	9,052
Loan 143 - Trucks	156,936	0	0	24,655	49,889	132,281	107,047	3,775	6,968
Loan 144 - Trailer	83,751	0	0	4,320	8,748	79,431	75,003	2,126	4,145
Loan 145 - Vibrating Roller	0	0	170,000	0	29,977	0	140,023	0	5,033
	1,038,062	0	170,000	45,560	162,587	992,502	1,045,475	16,435	64,527

(+) Loan financed by rental proceeds received from tenants.

(#) Loan financed from rental proceeds received from staff (subsidised) or third party tenants.

All other debenture repayments are to be financed by general purpose revenue.

**SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

5. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2014 / 2015

A new debenture is expected to be sourced to fund the purchase of a new vibrating roller.

(c) Unspent Debentures

Council had no unspent debentures at 30 June, 2014 nor is it expected to have unspent debenture funds as at 30 June, 2015.

(d) Overdraft

Council has an overdraft facility of \$400,000 with National Australia Bank of which Nil was utilised at 30 June 2014. It is anticipated that this facility will be utilised during the 2014 / 2015 financial year.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

	31 August, 2014 Actual \$	2014/2015 Budget \$
6. RESERVES		
Cash Backed Reserves		
(a) Land and Building Reserve		
Opening Balance	68,999	68,999
Amount Set Aside / Transfer to Reserve	271	42,325
Amount Used / Transfer from Reserve	-	-
	<u>69,270</u>	<u>111,324</u>
(b) Sportsground Improvement Reserve		
Opening Balance	2,604	2,604
Amount Set Aside / Transfer to Reserve	10	65
Amount Used / Transfer from Reserve	-	-
	<u>2,614</u>	<u>2,669</u>
(c) Plant Replacement Reserve		
Opening Balance	115,239	115,239
Amount Set Aside / Transfer to Reserve	452	52,881
Amount Used / Transfer from Reserve	-	-
	<u>115,691</u>	<u>168,120</u>
(d) Accrued Leave Reserve		
Opening Balance	13,455	13,455
Amount Set Aside / Transfer to Reserve	37	336
Amount Used / Transfer from Reserve	-	-
	<u>13,492</u>	<u>13,791</u>
(e) Aged Persons Units Reserve		
Opening Balance	19,330	19,330
Amount Set Aside / Transfer to Reserve	76	483
Amount Used / Transfer from Reserve	-	-
	<u>19,406</u>	<u>19,813</u>
(f) Street Light Upgrade Reserve		
Opening Balance	13,826	13,826
Amount Set Aside / Transfer to Reserve	54	346
Amount Used / Transfer from Reserve	-	-
	<u>13,880</u>	<u>14,172</u>
(g) Painted Road Reserve		
Opening Balance	4,056	4,056
Amount Set Aside / Transfer to Reserve	18	101
Amount Used / Transfer from Reserve	-	-
	<u>4,074</u>	<u>4,157</u>
(h) Industrial Area Reserve		
Opening Balance	5,056	5,056
Amount Set Aside / Transfer to Reserve	18	126
Amount Used / Transfer from Reserve	-	-
	<u>5,074</u>	<u>5,182</u>

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

6. RESERVES (Continued)	31 August, 2014 Actual \$	2014/2015 Budget \$
(i) Environmental Rehabilitation Reserve		
Opening Balance	17,201	17,201
Amount Set Aside / Transfer to Reserve	67	430
Amount Used / Transfer from Reserve	-	-
	<u>17,268</u>	<u>17,631</u>
(j) RTC/PO/NAB Reserve		
Opening Balance	19,476	19,476
Amount Set Aside / Transfer to Reserve	76	487
Amount Used / Transfer from Reserve	-	-
	<u>19,552</u>	<u>19,963</u>
Total Cash Backed Reserves	<u>280,322</u>	<u>376,822</u>

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

Council have a policy of annual revaluation of road infrastructure. The amount of any revaluation adjustment at 30 June 2011 is not known. Any transfer to or from an asset revaluation reserve will be a non-cash transaction and as such, has no impact on this budget document.

**Summary of Transfers
To Cash Backed Reserves**

Transfers to Reserves

Land and Buildings Reserve	271	42,325
Sports Ground Improvement Reserve	10	65
Plant Replacement Reserve	452	52,881
Accrued Leave Reserve	37	336
Aged Persons Units Reserve	76	483
Street Light Upgrade Reserve	54	346
Painted Road Reserve	18	101
Industrial Area Development Reserve	18	126
Environmental Rehabilitation Reserve	67	430
RTC/PO/NAB Reserve	76	487
	<u>1,080</u>	<u>97,580</u>

Transfers from Reserves

Land and Buildings Reserve	0	0
Sports Ground Improvement Reserve	0	0
Plant Replacement Reserve	0	0
Accrued Leave Reserve	0	0
Aged Persons Units Reserve	0	0
Street Light Upgrade Reserve	0	0
Painted Road Reserve	0	0
Industrial Area Development Reserve	0	0
Environmental Rehabilitation Reserve	0	0
RTC/PO/NAB Reserve	0	0
	<u>-</u>	<u>-</u>

Total Transfer to/(from) Reserves	<u>1,080</u>	<u>97,580</u>
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SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

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

Land & Building Reserve

- to be used for the acquisition, construction and maintenance of land and buildings.

Plant Replacement Reserve

- to be used for the purchase of plant.

Accrued Leave Reserve

- to be used to fund annual and long service leave requirements.

Aged Persons' Units Reserve

- to be used for the funding of future operating shortfalls of the aged persons' units in accordance with the management agreement Council has with Homeswest.

Street Light Upgrade Reserve

- to be used for the upgrade of street lights in the town of Mingenew.

Painted Road Reserve

- to be used for the painted road and associated projects.

Industrial Area Development Reserve

- to be used for the development of the industrial area.

Environmental Rehabilitation Reserve

- to be used for the rehabilitation of Gravel Pits.

RTC/PO/NAB Reserve

- to be used for the maintenance and upkeep of the Rural Transaction Centre

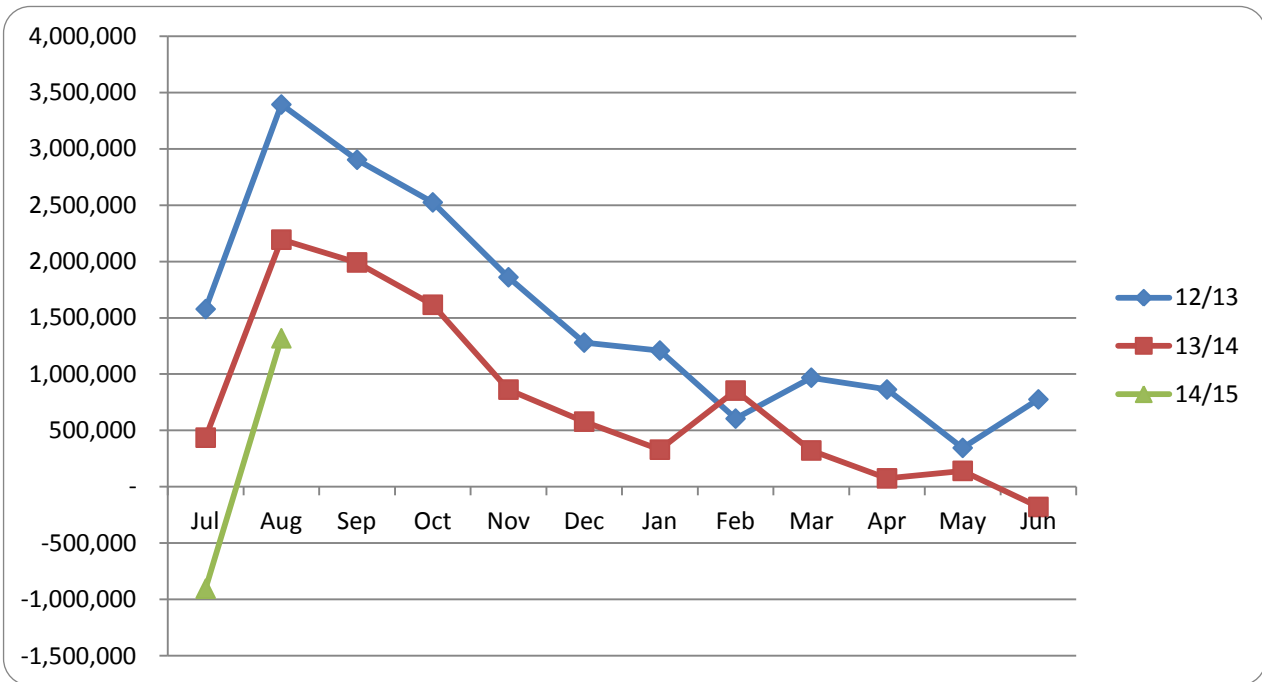
None of the above Reserves are expected to be used within a set period as it is envisaged that further transfers to the reserve accounts will occur as funds are utilised.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

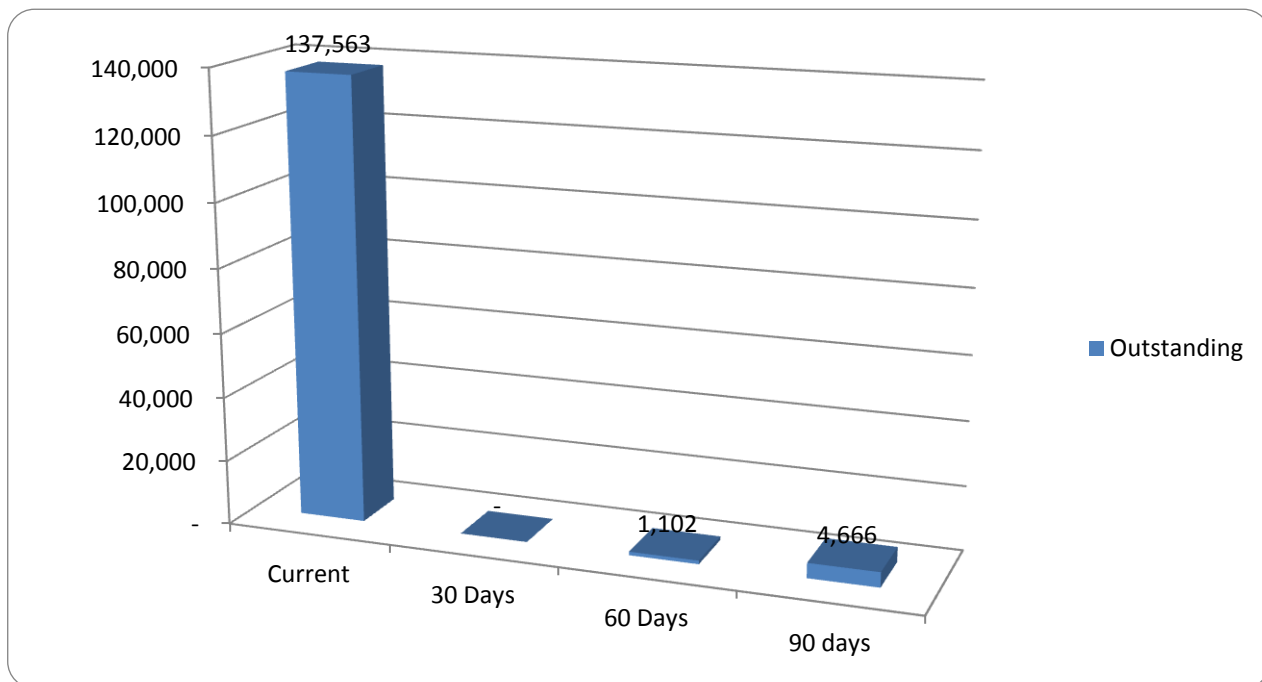
	31 August, 2014 Actual \$	Brought Forward 1-Jul-14 \$
7. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	51,033	24,127
Cash - Restricted (Reserves)	280,323	279,243
Cash - Restricted (Unspent Grants)	-	-
Cash - Restricted (Unspent Loans)	-	-
Receivables		
- Rates Outstanding	1,552,894	8,827
- Sundry Debtors	156,048	382,487
- Emergency Services Levy	-	-
- Provision for doubtful debt	(1,370)	-
- GST Receivable	23,631	46,119
Inventories	28,290	20,314
	<u>2,090,849</u>	<u>761,117</u>
LESS: CURRENT LIABILITIES		
Payables		
- Sundry Creditors	(358,525)	(372,430)
- GST Payable	(38,653)	(29,631)
- PAYG/Withholding Tax Payable	(9,203)	(11,512)
Accrued Interest	242,385	(536,478)
Accrued Salaries & Wages	(15,670)	(15,670)
Loan Liability	(87,052)	(132,611)
Accrued Annual Leave	(123,334)	(123,334)
Accrued LSL	(102,123)	(102,123)
	<u>(492,175)</u>	<u>(1,323,789)</u>
NET CURRENT ASSET POSITION	1,598,674	(562,672)
Less: Cash - Reserves - Restricted	(280,323)	(279,243)
Less: Cash - Restricted/Committed	<u>-</u>	<u>-</u>
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>1,318,351</u>	<u>(841,915)</u>

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

7.1 Graphical Representation - Liquidity over the Year



7.2 Graphical Representation - Debtors Outstanding



SHIRE OF MINGENEW

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

8. RATING INFORMATION - 2011 / 2012 FINANCIAL YEAR

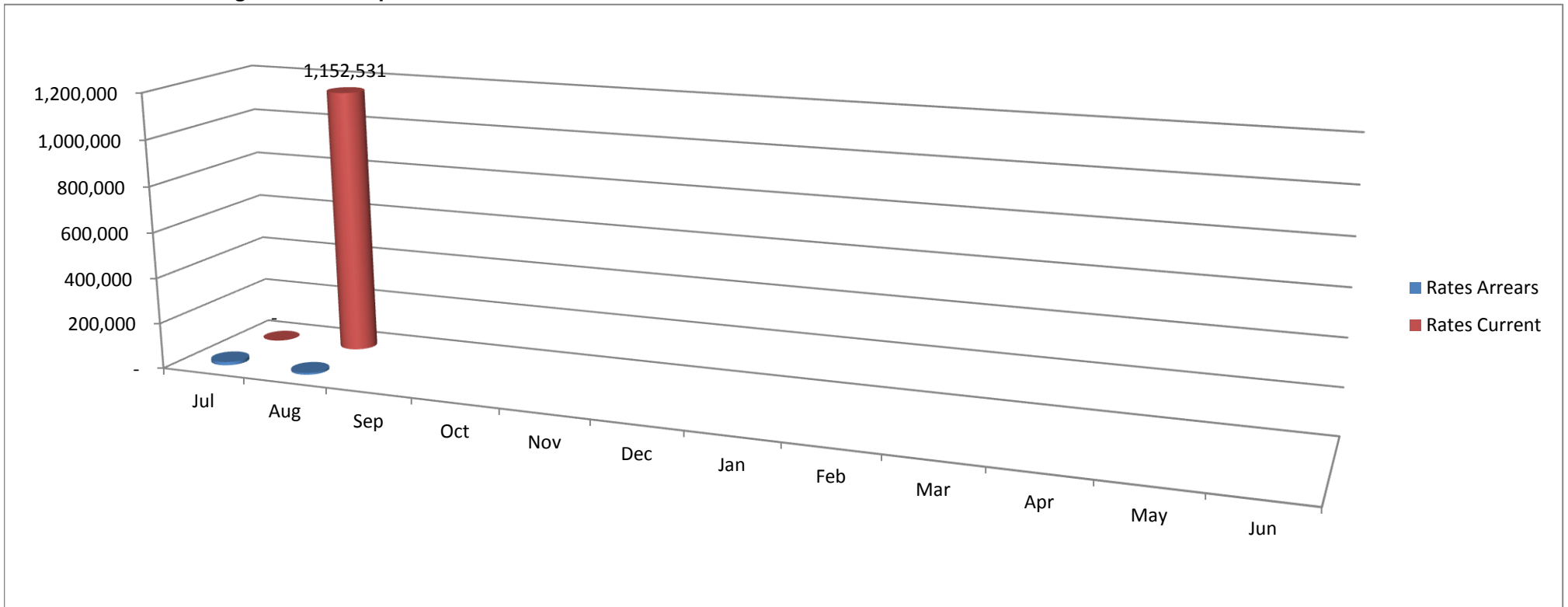
RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2014/2015 Rate Revenue \$	2014/2015 Interim Rates \$	2014/2015 Back Rates \$	2014/2015 Total Revenue \$	2014/2015 Budget \$
General Rate								
GRV - Mingenew Townsite	12.3858	151	1,698,004	210,311	0	0	210,311	211,690
GRV -Yandanooka Townsite	6.1988	2	14,716	912	0	0	912	912
UV - Rural	1.3510	127	97,543,500	1,317,813	0	0	1,317,813	1,321,636
UV - Mining	30.0000	9	63,470	19,041	0	0	19,041	19,041
Sub-Totals		289	99,319,690	1,548,077	0	0	1,548,077	1,553,279
Minimum Rates	Minimum \$							
GRV - Townsites	600	91	108,691	54,600	0	0	54,600	49,800
GRV -Yandanooka Townsite	320	1	840	320	0	0	320	400
UV - Rural	600	18	473,600	10,800	0	0	10,800	6,600
UV - Mining	750	6	7,198	4,500	0	0	4,500	4,500
Sub-Totals		116	590,329	70,220	0	0	70,220	61,300
Rates Written-Off							0	(1,500)
Ex-Gratia Rates							31,601	30,094
Movement in Excess Rates							0	0
Totals							1,649,898	1,644,673

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

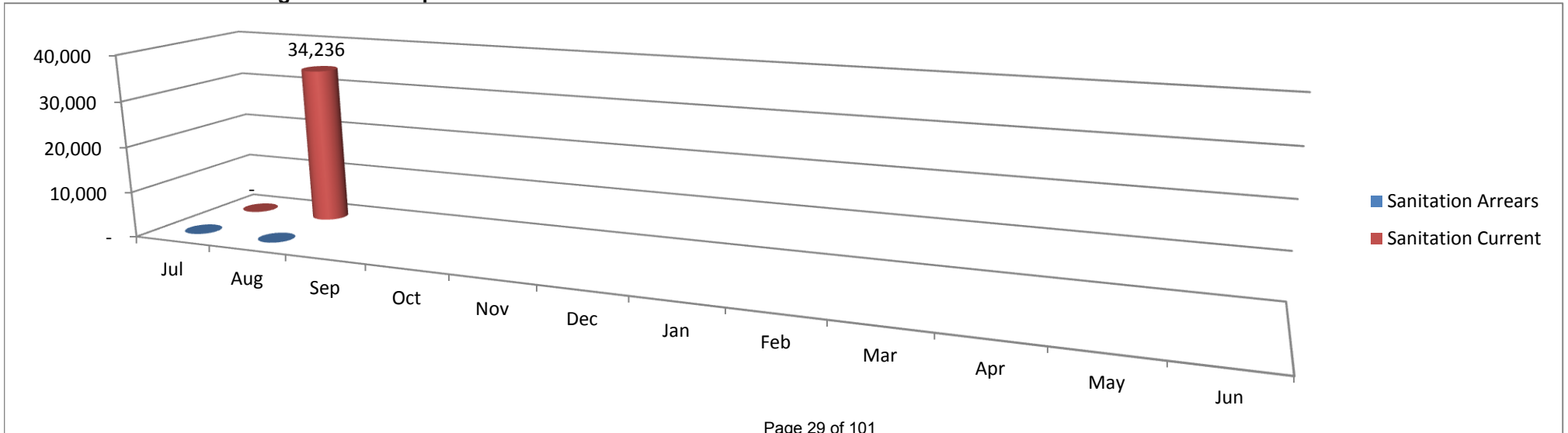
The general rates detailed above for the 2013 / 2014 financial year have been determined by Council on the basis budget and the estimated revenue to be received from all sources of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

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

8.1 Rates Outstanding as at 15th September 2014



8.2 Sanitation Outstanding as at 15th September 2014



SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

9. TRUST FUNDS

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

Detail	Balance 01-Jul-14 \$	Amounts Received \$	Amounts Paid (\$)	Balance 31-Aug-14 \$
BCITF Levy	239	92	-	331
BRB Levy	1,719	130	-	1,849
Centenary/Autumn Committee	1,734	-	-	1,734
Community Bus	2,006	300	(40)	2,266
Farm Water Scheme	-	-	-	-
ANZAC Day Breakfast Donation	279	-	-	279
Industrial Land Bonds	1,000	-	-	1,000
Mid West Industry Road Safety Alliance	36,586	-	(23,364)	13,222
Mingenew Cemetery Group	366	-	-	366
Other Bonds	3,769	125	(300)	3,594
Rec Centre Kitchen Upgrade	2,000	-	-	2,000
Sinosteel Community Trust Fund	8,380	-	-	8,380
Tree Planter - LCDC	288	-	-	288
Weary Dunlop Memorial	1,906	-	-	1,906
Unknown	55,753	-	-	55,753
Youth Advisory Council	1,816	-	-	1,816
	<u>117,841</u>			<u>94,783</u>

10. CASH / INVESTMENTS SUMMARY**Investments**

Financial Institution	Fund	Date Invested	Investment Amount \$	Interest Rate %	Maturity Date	31 August 2014 Actual \$
Nil						

Cash at Bank

Financial Institution	Fund	Total Cash at Bank	O/S Deposits	O/S Cheques	Adjustment	31 August 2014 Actual \$
National Australia Bank	Muni	22,765	27,968	-	-	50,733
National Australia Bank	Muni Trust	93,454	-	-	1,329	94,783
National Australia Bank	MWRC Trust	172,398	-	-	-	172,398
			Interest	Transfers		
National Australia Bank	Maxi Investment	934	0.00%	-	-	934
National Australia Bank	Reserve Maxi	280,332	2.35%	-	-	280,332

11. SUPPLEMENTARY INFORMATION

May include (not exhaustive) the following:

- Income Statement By Nature & Type;
- Income Statement By Program;
- Balance Sheet;
- Statement of Changes in Equity;
- Debtors listings;
- Creditors listings;
- Cash/Investment summaries;
- Plant reports;
- Ratio analysis; and
- Other information considered relevant.

Schedule/Program Balances

SHIRE OF MINGENEW**INCOME STATEMENT****BY NATURE OR TYPE****FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

	NOTE	31/08/2014 Actual \$	2014 / 2015 Budget \$
REVENUES FROM ORDINARY ACTIVITIES			
Rates	8	1,655,310	1,618,296
Operating Grants, Subsidies and Contributions		227,246	240,388
Non-Operating Grants, Subsidies and Contributions		338,538	367,570
Profit on Asset Disposals		-	698
Proceeds on Disposal of Assets	#	-	-
Service Charges		-	-
Fees and Charges		122,735	143,063
Interest Earnings		5,842	5,548
Other Revenue		51,465	72,998
		<u>2,401,136</u>	<u>2,448,561</u>
EXPENSES FROM ORDINARY ACTIVITIES			
Employee Costs		(294,798)	(170,562)
Materials and Contracts		(175,049)	(200,324)
Utility Charges		(16,483)	(16,484)
Depreciation		(286,964)	(242,444)
Loss on Asset Disposals		-	(1,910)
Interest Expenses		(16,612)	(13,914)
Insurance		(114,036)	(62,506)
Other Expenditure		(55,409)	(77,858)
		<u>(959,351)</u>	<u>(786,002)</u>
NET RESULT		1,441,785	1,662,559

SHIRE OF MINGENEW**INCOME STATEMENT****BY PROGRAM****FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

	31/08/14	31/08/14	2014/15
	Y-T-D Actual	Y-T-D Budget	Total Budget
	\$	\$	\$
OPERATING REVENUES			
Governance	12,923	6,190	37,179
General Purpose Funding	1,805,597	1,798,102	2,258,372
Law, Order, Public Safety	209	5,562	27,100
Health	-	-	-
Education and Welfare	780	630	3,795
Housing	21,558	15,364	92,204
Community Amenities	57,763	57,944	68,679
Recreation and Culture	30,668	33,093	109,346
Transport	431,948	486,534	2,174,499
Economic Services	1,012	1,828	11,012
Other Property and Services	38,680	71,096	426,626
	<u>2,401,138</u>	<u>2,476,343</u>	<u>5,208,812</u>
OPERATING EXPENSES			
Governance	(76,262)	(91,898)	(229,440)
General Purpose Funding	(13,329)	(9,178)	(55,096)
Law, Order, Public Safety	(20,992)	(19,802)	(99,789)
Health	(10,616)	(13,638)	(81,856)
Education and Welfare	(5,203)	(3,472)	(28,747)
Housing	(49,727)	(37,085)	(189,845)
Community Amenities	(20,092)	(20,876)	(136,322)
Recreation & Culture	(171,193)	(122,674)	(802,508)
Transport	(423,646)	(410,367)	(2,463,630)
Economic Services	(35,399)	(24,654)	(147,993)
Other Property and Services	(132,894)	(87,220)	(403,498)
	<u>(959,353)</u>	<u>(840,864)</u>	<u>(4,638,724)</u>
NET PROFIT OR LOSS/RESULT	<u>1,441,785</u>	<u>1,635,479</u>	<u>570,088</u>

SHIRE OF MINGENEW**BALANCE SHEET****FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014**

	31 August, 2014	2014
	ACTUAL	
	\$	\$
CURRENT ASSETS		
Cash and Cash Equivalents	331,356	303,370
Trade and Other Receivables	1,731,203	436,062
Inventories	28,290	20,314
TOTAL CURRENT ASSETS	<u>2,090,849</u>	<u>759,746</u>
NON-CURRENT ASSETS		
Other Receivables	-	-
Inventories	90,394	90,394
Property, Plant and Equipment	11,409,039	11,466,124
Infrastructure	37,478,260	38,142,108
TOTAL NON-CURRENT ASSETS	<u>48,977,693</u>	<u>49,698,626</u>
TOTAL ASSETS	<u>51,068,542</u>	<u>50,458,372</u>
CURRENT LIABILITIES		
Trade and Other Payables	179,666	965,721
Long Term Borrowings	87,052	132,611
Provisions	225,457	225,457
TOTAL CURRENT LIABILITIES	<u>492,175</u>	<u>1,323,789</u>
NON-CURRENT LIABILITIES		
Long Term Borrowings	905,449	905,449
Provisions	22,381	22,381
TOTAL NON-CURRENT LIABILITIES	<u>927,830</u>	<u>927,830</u>
TOTAL LIABILITIES	<u>1,420,005</u>	<u>2,251,619</u>
NET ASSETS	<u>49,648,537</u>	<u>48,206,753</u>
EQUITY		
Retained Profits (Surplus)	29,415,996	27,975,292
Reserves - Cash Backed	280,323	279,243
Reserves - Asset Revaluation	19,952,218	19,952,218
TOTAL EQUITY	<u>49,648,537</u>	<u>48,206,753</u>

SHIRE OF MINGENEW
STATEMENT OF CHANGES IN EQUITY
FOR THE PERIOD 1 JULY, 2014 TO 31 AUGUST, 2014

	31 August 2014 Actual \$	2014 \$
RETAINED PROFITS (SURPLUS)		
Balance as at 1 July 2014	28,238,811	28,186,969
Change in Net Assets Resulting from Operations	1,441,784	125,066
Transfer from/(to) Reserves	<u>(1,080)</u>	<u>(73,224)</u>
Balance as at 30 June 2015	<u>29,679,515</u>	<u>28,238,811</u>
RESERVES - CASH BACKED		
Balance as at 1 July 2014	279,243	279,243
Amount Transferred (to)/from Surplus	<u>1,080</u>	<u>-</u>
Balance as at 30 June 2015	<u>280,323</u>	<u>279,243</u>
RESERVES - ASSET REVALUATION		
Balance as at 1 July 2013	19,688,699	15,239,185
Revaluation Increment	-	4,449,514
Revaluation Decrement	<u>-</u>	<u>-</u>
Balance as at 30 June 2014	<u>19,688,699</u>	<u>19,688,699</u>
TOTAL EQUITY	<u><u>49,648,537</u></u>	<u><u>48,206,753</u></u>

9.2.2 WA TREASURY CORPORATION – MASTER LENDING AGREEMENT

Location/Address: Shire of Mingenew
Name of Applicant: Western Australian Treasury Corporation
Disclosure of Interest: Nil
Date: 16th September, 2014
Author: Cameron Watson – Manager Finance & Administration

SUMMARY

To seek Council's endorsement for the application of Council's common seal to the Master Lending Agreement (LGMLA) between Western Australian Treasury Corporation and Shire of Mingenew and to authorise the Chief Executive Officer or delegated officer to sign schedule documents under the Master Lending Agreement and or to give instructions thereunder on behalf of Council.

ATTACHMENT

WA Treasury Corporation - Master Lending Agreement.

BACKGROUND

Western Australian Treasury Corporation (WATC) has amended the way they enter into agreements with Local Governments for borrowing facilities. Instead of providing individual agreements each time a new borrowing facility is required, a Master Lending Agreement (LGMLA) is provided that encompasses all existing loans under the agreement and facilitates future borrowings thereby removing the need for individual loan agreements that need to be executed under seal each time the Shire of Mingenew borrows from WATC.

COMMENT

Any borrowing under the LGMLA will still be subject to application and the release of funds is subject to the issuance of a firm rate quote by WATC and its acceptance by an authorised signatory of the Shire of Mingenew.

For the Master Lending Agreement to be effective WATC requires that the Shire of Mingenew execute the LGMLA under its Common Seal as authorised by a resolution Council.

CONSULTATION

No consultation required

STATUTORY ENVIRONMENT

Local Government Act 1995, Section 9.49A – Execution of Documents
Local Government (Function & General) Regulations 1996, Section 34 – Common Seal,
Unauthorised Use Of

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There are no significant financial implications in relation to this item.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.2

That Council resolves

- 1. To enter into a Master Lending Agreement with Western Australian Treasury Corporation as per the document tabled at this meeting.**
- 2. To approve the affixation of the Common Seal of the Shire of Mingenew to the said Master Lending Agreement in the presence of the President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Mingenew authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal thereto; and**
- 3. That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Mingenew authorised by the Chief Executive Officer from time to time is authorised to sign schedule documents under the Master Lending Agreement and or to give instructions thereunder on behalf of the Shire of Mingenew.**

WESTERN AUSTRALIAN
TREASURY CORPORATION

FINANCIAL SOLUTIONS FOR THE BENEFIT OF ALL WESTERN AUSTRALIANS

Our Ref: 28079
Enquires: Tamara Marsh
Tel: (08) 9235 9153

Mr Cameron Watson
Manager of Finance & Administration
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

Dear Cameron

WATC – EXECUTION OF THE LOCAL GOVERNMENT MASTER LENDING AGREEMENT

Western Australian Treasury Corporation (WATC) advises the previously requested information provided by the Shire of Mingenew has now been incorporated into the enclosed final Local Government Master Lending Agreement (LGMLA) for the Shire of Mingenew.

Enclosed are two final copies of the LGMLA for the Shire of Mingenew which sweeps all existing loans under the LGMLA and facilitates future borrowings under the one agreement thereby removing the need for individual loan agreements to be executed under seal each time the Shire of Mingenew borrows from WATC. Any borrowing under the LGMLA will be subject to WATC's credit approval policy at the time of the application, and the release of funds is subject to the issuance of a firm rate quote by WATC and its acceptance by an authorised signatory of the Shire of Mingenew.

For the LGMLA to be effective WATC requires that the Shire of Mingenew execute the LGMLA under its Common Seal as authorised by a resolution of the Shire of Mingenew. Please see the Attachment to this letter for the preferred wording of the resolution to be passed by the Shire of Mingenew.

The WATC is committed to providing its local government clients with a valued service and making the transition to the LGMLA as smooth as possible. Please do not hesitate to contact your client relationship manager Tamara Marsh if you have any queries in respect to the agreement.

Yours Sincerely

Richard McKenzie
Manager, Client Services
15 September 2014

MASTER LENDING AGREEMENT

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION

AND

SHIRE OF MINGENEW

DATED AS OF 26TH SEPTEMBER 2014

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This Agreement dated as of the 26th day of September 2014

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION (ABN 22 300 359 323)
(*Corporation*)

AND

SHIRE OF MINGENEW (ABN 41454990790) (*Borrower*)

WHEREAS:

- A. The Corporation has provided lending facilities to the Borrower under the Existing Facility Agreements.
- B. The Corporation agrees to provide the Facility to the Borrower on the terms and conditions contained in this Agreement.
- C. The Facility is an updating and consolidation of the Existing Facility Agreements and also provides further flexibility in the manner in which lending can take place.
- D. The terms and conditions of this Agreement:
 - (a) replace the terms and conditions of the Existing Facility Agreements, so that this Agreement applies to:
 - (i) loans and advances previously provided to the Borrower under Existing Facility Agreements; and
 - (ii) loans and advances provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments as at the date of this Agreement; and
 - (b) apply to all loans and advances provided by the Corporation to the Borrower hereunder after the date of this Agreement.

The Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words have the meanings designated below unless otherwise provided:

Account means an account operated by the Borrower with the Corporation for the purposes of this Agreement.

Act means the Western Australian Treasury Corporation Act 1986.

Addendum means an addendum to this Agreement.

Advance means an advance of money made under the Facility by the Corporation to the Borrower and includes all loans and advances that have been or will be:

- (a) provided to the Borrower under the Existing Facility Agreements and outstanding at the date of this Agreement;
- (b) provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments on foot at, or drawdown notices given under an Existing Facility Agreement outstanding on, the date of this Agreement;
- (c) provided to the Borrower by the Corporation hereunder after the date of this Agreement; and
- (d) made after the Termination Date in accordance with any Forward Lending commitment on foot at the Termination Date.

Agreement means this agreement, its schedules, annexures, addenda and each Confirmation given by the Corporation to the Borrower under this Agreement.

Annexure means an annexure to this Agreement.

Authorised Signatory means a person duly authorised by the Borrower as provided for in clause 31.1 to give instructions to the Corporation on its behalf, or otherwise to act on its behalf, from time to time, for the purposes of this Agreement, either generally or in relation to specified actions.

Bank Account means a bank account maintained by a Party in Australia with a bank authorised and supervised by the Australian Prudential Regulation Authority under the Banking Act 1959 (Cth) to carry on banking business in Australia or, for payments in a currency that is not Australian dollars, a financial institution with equivalent status in another country that is acceptable to the Corporation in its reasonable opinion, and notified to the other Party from time to time.

Borrower's SSI means the Borrower's standard settlement instructions notified by the Borrower to the Corporation from time to time for a Bank Account into which all moneys payable to the Borrower are to be paid under this Agreement, and which are acceptable to the Corporation acting reasonably.

Business Day means any day not being a Saturday or Sunday on which banks generally are open for business in each of Perth, Melbourne and Sydney.

Business Day Convention means the convention for adjusting any relevant date for the performance of any obligation or the taking of any action under this Agreement if that date would otherwise fall on a day that is not a Business Day.

Charge means the charge created under clause 5.1 of this Agreement.

Confirmation means a confirmation given by the Corporation to the Borrower setting out the terms applicable to an Advance made or to be made under the Facility.

Corporation's SSI means the Corporation's standard settlement instructions notified by the Corporation to the Borrower from time to time for a Bank Account into which all moneys payable to the Corporation are to be paid under this Agreement.

Costs means any and all costs incurred by the Corporation that arise from a default by the Borrower, demand for Mandatory Prepayment, termination other than a voluntary termination by either Party, or enforcement.

Default Interest Rate means the rate 2% per annum above the Corporation's overnight lending rate on each relevant day.

Designated Date means the date notified by the Corporation in accordance with, or the date set by operation of, the terms of this Agreement (as the case may be) for the Mandatory Prepayment of any Advance.

Discount means the amount by which the Corporation benefits from the Prepayment of an Advance.

Drawdown Notice means a written request for an Advance given by the Borrower to the Corporation in accordance with the Annexure for the relevant Product.

Email notice means a notice given by the Borrower to the Corporation by a computer based electronic mailing system.

Event of Default means a Vires Event of Default or an Other Event of Default.

Existing Facility Agreements means:

(a) Loan Agreements

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
141	\$225,000.00	6.1300% p.a.	26/02/2010	26/02/2020
142	\$100,000.00	5.0100% p.a.	12/03/2012	12/03/2022
143	\$250,000.00	4.7200% p.a.	12/03/2012	12/03/2017
144	\$100,000.00	5.0100% p.a.	12/03/2012	12/03/2022

(b) Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
133	\$175,000.00	6.8300% p.a.*	31/08/2001	28/08/2021
134	\$100,000.00	6.2100% p.a.*	12/09/2003	12/09/2023
136	\$170,000.00	6.3500% p.a.	23/03/2007	23/03/2027
139	\$125,000.00	6.5600% p.a.	05/09/2008	05/09/2018
137	\$125,000.00	6.0200% p.a.	21/04/2009	21/04/2029
138	\$120,000.00	6.0200% p.a.	21/04/2009	21/04/2029

*guarantee fee incorporated into the interest rate.

(All existing Loan Agreements and Debentures referred to in (a) and (b) above are collectively referred to as “**Existing Facility for Term Fixed Rate Lending**”.)

Facility means the lending facility provided by the Corporation to the Borrower under this Agreement from time to time.

Fees means fees charged by the Corporation to the Borrower from time to time in connection with this Agreement, the Facility, an Advance or a Forward Lending, described in clause 18.

First Schedule means the first schedule to this Agreement.

Forward Lending means a commitment of the Corporation to advance funds and a commitment of the Borrower to borrow funds in accordance with the terms of a Confirmation issued by the Corporation in accordance with this Agreement, or an Existing Facility Agreement, prior to those funds being advanced by the Corporation.

General Funds has the meaning given in section 6.21(4) of the *Local Government Act*.

Increased Costs means those costs described in clause 19.

Interest Payment Date means a date when interest is payable on an Advance.

Interest Rate means the interest rate for an Advance applying for all or part of the term of that Advance as applicable.

Local Government Act means the Local Government Act 1995 (WA).

Mandatory Prepayment means an early repayment by the Borrower in respect of any outstanding Advance or part of an Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is required by the Corporation to be made under or in accordance with the provisions of this Agreement following the occurrence of an Event of Default.

Mandatory Prepayment Notice means a notice referred to in clause 27 requiring the Borrower to repay to the Corporation the outstanding Advances specified in the notice,

or terminating any specified Forward Lendings, on the Designated Date specified in the notice.

Market Valuation means a valuation made by the Corporation under the procedure set out in clause 16.

Market Valuation Adjustment means the adjustment to be made to reflect an additional or reduced amount to be repaid by the Borrower to extinguish the Borrower's liability in respect of all or part of an Advance on Prepayment, as described in clause 16.4 or to terminate obligations in relation to all or part of a Forward Lending.

Maturity Date means the date that an Advance is scheduled to be repaid by the Borrower to the Corporation, and where an Advance is made on the basis that it is to be repaid by more than one payment, the date that the last of these payments is to be made, as set out in the relevant Confirmation.

Other Event of Default means each of the events set out in paragraphs (c) to (i) inclusive of clause 25.

Outstanding Payment means the value of any payment that remains outstanding after the date on which that payment was due to be made in accordance with this Agreement.

Party means a party to this Agreement and Parties means both of them.

Premium means the amount necessary to compensate the Corporation for the Prepayment of an Advance.

Prepayment means a Mandatory Prepayment or a Voluntary Prepayment.

Prepayment Amount means the amount required to extinguish the indebtedness of the Borrower in relation to all or part of one or more Advances prior to the scheduled date for its or their repayment, or to terminate obligations in relation to all or part of one or more Forward Lendings, including without limitation a Market Valuation Adjustment.

Product means a type of Advance available to the Borrower under the Facility and identified in the First Schedule, as amended from time to time.

Product Facility Limit means the aggregate amount the Borrower may have outstanding at any time in respect of any Product, being the sum of all Advances the Corporation has agreed to provide to the Borrower under the relevant Product from time to time minus any amounts cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Law means:

- (a) the PPSA; and
- (b) any regulations in force from time to time made under the PPSA.

PPSA Register means the personal property securities register established under section 147 of the PPSA.

PPSA Security Interest has the meaning given to “security interest” in section 12 of the PPSA.

Rate Set Notice means a notice by the Corporation to the Borrower as described in clause 11.2.

Second Schedule means the second schedule to this Agreement.

Secured Money means all amounts under or in connection with the Facility or this Agreement or both:

- (a) which now or in the future are owing or payable (actually or contingently) by the Borrower to the Corporation;
- (b) which, having now or in the future become owing or payable (actually or contingently) by the Borrower to the Corporation, cease to be owing under any law relating to bankruptcy or insolvency and remain unpaid by the Borrower;
- (c) that now or in the future there is a prospect may become owing or payable (actually or contingently) by the Borrower to the Corporation, for any reason including moneys and damages payable by the Borrower, alone, jointly or jointly and severally with any other person, or by the Borrower in its own right or in any capacity; or
- (d) which can be debited by the Corporation to the Account or any other account of the Borrower.

Secured Property means all of the present and future interest and rights of the Borrower in the General Funds of the Borrower from time to time, including all present and future claims, causes of action, payments and proceeds in respect thereof.

State means the State of Western Australia.

Termination Date means the date on which the Facility is terminated in accordance with this Agreement.

Termination Procedure means the procedure set out in clause 27 of this Agreement.

Vires Event of Default means each of the events set out in clauses 25(a) and (b).

Voluntary Prepayment means an early repayment in respect of any Advance or part of any Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is made voluntarily by the Borrower.

Voluntary Prepayment Notice means a notice referred to in clause 16.1 notifying the Corporation that the Borrower wishes to make a Voluntary Prepayment.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (c) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (d) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) references to this Agreement include its Schedules and Annexures;
- (f) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (g) references to time are to local time in Perth, Western Australia unless otherwise stated;
- (h) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (i) references to currency are to Australian currency unless otherwise stated;
- (j) no rule of construction applies to the disadvantage of a Party on the basis that that Party put forward this Agreement or any part of this Agreement;
- (k) a reference to any thing is a reference to the whole and each part of it; and
- (l) words and phrases which are defined in the PPSA and which have relevance to this Agreement but are not defined in this Agreement have the same meaning as in the PPSA.

1.3 It is acknowledged and agreed by the Parties that when an amendment to or passing of legislation takes place during the term of this Agreement which is relevant to this Agreement, such amendment or passing applies to the application of this Agreement from the time of its occurrence and whether or not notice is given by the Corporation of the amendment or passing.

1.4 If the Corporation reasonably forms the opinion that there has been a change in a market convention that is relevant to this Agreement, or to any Product or transaction under this Agreement, the Corporation shall notify the Borrower of such change and this Agreement and the affected transactions shall be amended as provided in the notice to the Borrower from the Corporation setting out those amendments required by the

Corporation. Upon request by the Borrower, the Corporation will provide to the Borrower a copy of information on the new market convention from a recognised financial market body in the relevant market.

2. PRODUCTS:

2.1 The Corporation offers to:

- (a) keep on foot all advances made under the Existing Facility Agreements outstanding on the date of this Agreement;
- (b) advance funds in accordance with the terms of any Forward Lending commitment arising under an Existing Facility Agreement prior to the date of this Agreement; and
- (c) make available to the Borrower financial accommodation by lending under this Agreement,

through the Products set out in the First Schedule as amended from time to time.

2.2 The terms and conditions on which:

- (a) Advances have been provided to the Borrower under Existing Facility Agreements; and
- (b) Advances will be provided to the Borrower after the date of this Agreement under Forward Lending commitments and drawdown notices given under Existing Facility Agreements,

shall be replaced in their entirety by the terms and conditions of this Agreement.

2.3 Terms and conditions relating to each Product are set out in the Annexure relating to that Product.

2.4 The Corporation may at its discretion from time to time remove Products or incorporate additional Products into this Agreement together with Annexures relevant thereto by giving written notice of such removal or addition to the Borrower. The removal of a Product will not

affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

2.5 Subject to clause 18, the Corporation may on not less than 30 days' written notice to the Borrower amend the terms and conditions which apply to a Product and, subject to clause 3.3, and in consultation with the Borrower, may reduce the Product Facility Limit for any Product where applicable. The reduction of a Product Facility Limit will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

2.6 Subject to clause 2.7, and unless expressly provided otherwise, the terms and conditions contained in clauses 1 to 33 of this Agreement are applicable to all Products.

2.7 Where any term or condition of an Annexure in respect of a Product is inconsistent with any term or condition in clauses 1 to 33 of this Agreement, then the term or condition contained in the Annexure in respect of the Product shall prevail to the extent of the inconsistency.

3. TERMINATION OF FACILITY OR PART THEREOF:

3.1 The Facility commences on the date hereof and continues until the Termination Date. Subject to clause 3.3, any part of the Facility may be terminated at any time by either Party giving no less than 30 days' written notice to the other of the amount and/or type of Product or Products that are cancelled.

3.2 The Facility may be terminated:

(a) (i) at any time by either Party providing at least 30 days' written notice to the other;

(ii) at any time by mutual agreement of the Parties;

(b) on the date specified in a notice served by the Corporation on the Borrower following an Other Event of Default in accordance with clause 26.2; and

- (c) immediately, upon the occurrence of a Vires Event of Default, in accordance with clause 26.1,

and the date on which the Facility is terminated in accordance with this clause 3.2 is the Termination Date.

3.3 If the Facility is terminated under clause 3.2(a), after the Termination Date the Parties will comply with all obligations in relation to Forward Lendings and Advances outstanding on the Termination Date, which will continue to be repayable on their respective Maturity Dates unless:

- (a) a Vires Event of Default occurs prior to the respective Maturity Dates, in which case all Advances then outstanding are immediately due and payable and any obligations in respect of Forward Lendings are immediately terminated in accordance with the provisions of clause 26.1; or
- (b) an Other Event of Default occurs and the Corporation gives notice to the Borrower under clause 26.2 declaring Advances due and payable, and/or obligations in respect of Forward Lendings terminated, on the Designated Date or Designated Dates; or
- (c) alternative arrangements are agreed by the Parties in relation to Forward Lendings and for the repayment or refinancing of the indebtedness of the Borrower under this Agreement prior to the respective Maturity Dates.

4. FACILITY LIMIT

The total amount of debt outstanding at any time shall be the aggregate of all borrowings approved by the Corporation in respect of each product specified in the Annexes to this Agreement in accordance with the application process set out in clause 7 of this Agreement, less any amounts that have been cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

- 5. SECURITY, PPSA SECURITY INTEREST AND ATTACHMENT:**
- 5.1 The Borrower charges the Secured Property to the Corporation to secure the payment of the Secured Money to the Corporation.
- 5.2 The Charge is a PPSA Security Interest.
- 5.3 The Borrower acknowledges and agrees:
- (a) the Corporation has given value for the PPSA Security Interest in the Secured Property by its provisions under this Facility or the Existing Facility Agreements or by providing or continuing to make available any financial accommodation under or in connection with this Facility or the Existing Facility Agreements;
 - (b) nothing in this Agreement or in any of the Existing Facility Agreements constitutes an agreement that a security interest under this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA;
 - (c) it has not made any agreement with a secured party to vary the time of attachment of a PPSA Security Interest; and
 - (d) for the purposes of sub section 20(2) of the PPSA, the Charge covers the present and future interests and rights of the Borrower in the Borrower's General Funds.
- 6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:**
- 6.1 The Borrower represents and warrants that:
- (a) it is a local government constituted under the Local Government Act;
 - (b) it has in full force and effect all approvals, authorisations and consents necessary to enter validly into this Agreement, to borrow and to fulfil its obligations in relation to each Advance provided hereunder and to give the Charge;
 - (c) this Agreement has been validly executed by

the Borrower;

- (d) the Borrower has complied with all requirements under the Local Government Act and Regulations under the Local Government Act in respect of this Agreement, and that all Advances have been approved by the Borrower in its annual budget or satisfy the provisions of Section 6.20(2) of the Local Government Act;
- (e) each Advance is financially sustainable and that the Borrower is not aware of any event, circumstance or action by the Borrower which may adversely affect its ability to service the Advance;
- (f) the Borrower has not created any charge, mortgage, pledge or lien upon over or in respect of the General Funds of the Borrower in favour of any other lending institution, bank or third party other than those charges mortgages, pledges or liens that have already been notified to the Corporation .
- (g) there has been no material adverse change in the financial position of the Borrower, and the Borrower will immediately notify the Corporation if a material adverse change in the financial position occurs.
- (h) it does not have any interest, obligation or arrangement, whether directly or indirectly, that conflicts or may potentially conflict with its obligations under this Agreement, and if any such interest, obligation or arrangement should arise, the Borrower will promptly advise the Corporation thereof.
- (i) no Event of Default (including without limitation, a breach of a term or condition included in this Agreement pursuant to Clause 26.2(c)) has occurred and is continuing, other than an Event of Default which has been waived in writing by the Corporation.
- (j) Drawdown Notices, applications for Advances and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose are valid and shall bind the Borrower.

6.2 The Borrower undertakes that it will observe all obligations under the approvals, authorisations and consents referred to in clause 6.1(b) and carry out and fulfil its obligations hereunder.

6.3 The representations and warranties set out in clause 6.1 are deemed to be repeated in respect of each application for an Advance hereunder.

7. APPLICATIONS FOR ADVANCES

7.1 The Borrower may apply for an Advance by submitting an application to the Corporation in a manner and form prescribed by the Corporation from time to time.

7.2 The Borrower shall obtain in advance of making an application all necessary approvals, authorisations and consents that are necessary in respect of each Advance.

7.3 The making of each Advance is subject to the condition that the Corporation's credit criteria in effect at the relevant time for such lending are met by the Borrower.

7.4 The Borrower shall upon request provide the Corporation with such information as may be reasonably required by the Corporation to determine whether its credit criteria are met by the Borrower.

7.5 A determination made by the Corporation as to whether its credit criteria are met by the Borrower shall be final and the Corporation shall not be required to disclose such details of the determination to the Borrower.

7.6 The Corporation may at its discretion cancel or delay the making of an Advance if any required information in relation to the Borrower is not provided to the Corporation in a timely manner to undertake/complete its credit assessment. The costs incurred by the Corporation in connection with the cancelling or delaying of an Advance as certified by the Corporation shall be promptly paid to the Corporation by the Borrower.

7.7 The Corporation may in its absolute discretion decline an application for an Advance where the Borrower has not met the Corporation’s credit criteria in effect at the relevant time and where the Advance is not considered by the Corporation to be financially sustainable.

- 8. ACCOUNTS:** Advance will be made on one Account unless it is agreed by the Corporation that the Borrower may operate more than one Account under the Facility. If the Borrower operates more than one Account, the Advance will be made on the Account specified in the application for an Advance.
- 9. TERM OF ADVANCES:** The Borrower shall repay each Advance in full on the Maturity Date, or if any Advance is made on the basis that it is to be repaid by more than one instalment, the Advance shall be repaid in accordance with the repayment schedule set out in the relevant Confirmation.
- 10. INTEREST:** The Borrower shall pay interest on each Advance from and including the date funds are advanced up to but excluding the date they are repaid in full.
- 11. INTEREST RATE:**
- 11.1 Subject to any conditions as to interest rate outcomes set out in an application for an Advance, the Interest Rate will be determined by the Corporation.
- 11.2 Where the Corporation sets or resets an Interest Rate in respect of all or any part of the term of an Advance, the Corporation will promptly notify the Borrower of the Interest Rate in the Confirmation or in a Rate Set Notice.
- 12. PAYMENT DATE ADJUSTMENT:** If a date for the making of any payment (or performing any obligation) under this Agreement falls on a day which is not a Business Day, it will be subject to adjustment in accordance with the Business Day Convention referred to in the Annexure relevant to that type of payment or obligation for the relevant Product, unless another Business Day Convention has been requested by the Borrower and agreed to by the Corporation and the payment will be made (or the obligation performed) on the date for the making of the payment (or performing the obligation) as adjusted by the relevant Business Day Convention.

13. **CONFIRMATIONS:** The Corporation will give to the Borrower a Confirmation promptly after setting the terms of each Advance. The Confirmation shall be deemed true and correct in the absence of manifest error, unless the Borrower notifies the Corporation in writing that the details in the Confirmation are incorrect within 24 hours of receipt of the Confirmation. To the extent of any inconsistency, the provisions of a Confirmation prevail over those of the relevant application for an Advance and over clauses 1 to 33 of this Agreement.
14. **BUSINESS DAY:** If the Borrower wishes the definition of Business Day for a particular Advance to depend on different business centres being open other than those provided in the definition in clause 1.1 or any business centres specified in the Annexure for the relevant Product, then it may request that the Corporation agree to a different business centre or centres being open for the purpose of that definition in relation to that Advance, but any amendment to that definition is subject to the agreement of the Corporation in its absolute discretion.
15. **BUSINESS DAY CONVENTION:** The following terms, when used in conjunction with the term “Business Day Convention” and a date for the performance of an obligation or the taking of an action under this Agreement, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:
- (a) if “***Following***” is specified, that date will be the first following day that is a Business Day;
 - (b) if “***Modified Following***” is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
 - (c) if “***Preceding***” is specified, that date will be the first preceding day that is a Business Day.
16. **PREPAYMENT:** 16.1 If the Borrower wishes to make a Voluntary Prepayment, it must give to the Corporation a Voluntary Prepayment Notice substantially in the form specified in the Third Schedule hereto signed by an Authorised Signatory of the Borrower, no later than 12.00 noon at least 4 Business Days prior to the proposed date of the Voluntary Prepayment, or such later time or date

as the Corporation may agree.

- 16.2 Once given, a Voluntary Prepayment Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.

The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Voluntary Prepayment Notice whether or not the Corporation has consented to the withdrawal.

- 16.3 Whenever a Prepayment is made, whether voluntarily by the Borrower or otherwise, the amount to be repaid by the Borrower to the Corporation is to be adjusted by a Market Valuation Adjustment.

- 16.4 The Market Valuation Adjustment is the amount calculated by the Corporation as the Premium or Discount applicable to the Prepayment.

- 16.5 (a) Prior to the date of the proposed Prepayment the Corporation will undertake a Market Valuation of the relevant Advance at such time as is suitable to the Corporation acting reasonably.

- (b) The Corporation will calculate the Market Valuation Adjustment in accordance with the Corporation's standard procedure for the relevant Product.

- 16.6 The Corporation shall certify the Market Valuation Adjustment to the Borrower and once certified the Market Valuation Adjustment is final and binding in the absence of manifest error.

- 16.7 (a) If the Market Valuation Adjustment is a Premium the Borrower must pay the amount of the Premium to the Corporation at the time at which the Prepayment is made to the Corporation.

- (b) If the Market Valuation Adjustment is a Discount, the Corporation will credit the amount of the Discount to the relevant Account of the Borrower when the Prepayment is made.

- 16.8 When obligations in relation to all or part of a Forward Lending are to be terminated, the Corporation will undertake a Market Valuation of the Forward Lending (or relevant part thereof) and the procedures set out in this clause 16 will apply, with the necessary changes having been made, in relation to the calculation of the Market Valuation Adjustment.
- 16.9 The Parties agree that amounts payable by way of Market Valuation Adjustment are a reasonable pre-estimate of loss and not a penalty.
- 16.10 On giving notice thereof to the Borrower, the Corporation may value the Prepayment for the purposes of calculating the Market Valuation Adjustment on an "ex interest" basis, in which case the Borrower shall be liable to make a payment on account of interest on the next Interest Payment Date for the relevant Advance.

**17. GOVERNMENT
GUARANTEE:**

- 17.1 The Borrower must pay to the Corporation as and when required by the Corporation such fee or fees as the Corporation notifies are required by the Treasurer on behalf of the State under section 13(3) of the Act in respect of the guarantee by the Treasurer arising under section 13(1) of the Act in relation to liabilities incurred by the Corporation in connection with, or to facilitate, the making of Advances to the Borrower under the Facility. Such fee may be adjusted from time to time.
- 17.2 Any fees payable under clause 17.1 will be identified and recovered separately from interest payable under the Facility.

18. FEES:

- 18.1 The Corporation may charge the Borrower Fees in connection with this Agreement, the Facility, any Advance and any Forward Lending. Subject to clause 18.3, Fees may be introduced or amended from time to time at the Corporation's sole discretion.
- 18.2 The Corporation will give the Borrower at least 30 days' prior written notice of the introduction of any new Fee or the amendment of an existing Fee, and shall specify in any such notice the

amount or method of calculation of the Fee and the manner in which the Fee will be charged.

18.3 With the exception of Costs and Increased Costs, the Corporation may not increase any Fees, or seek to impose any new Fees, in connection with a Forward Lending or an Advance prior to its Maturity Date.

19. INCREASED COSTS:

If as a result of any law, regulation, judicial decision or government directive instituted, passed, issued, amended or given a new interpretation by any competent court, administrative tribunal or government authority, the Corporation incurs additional costs in funding or maintaining Advances or Forward Lendings under this Agreement or the Facility, the Corporation will notify the Borrower thereof and the Borrower shall on demand pay to the Corporation the amount of such costs either as a lump sum or through increased interest rates as determined by the Corporation after consultation with the Borrower.

20. METHOD OF PAYMENT:

20.1 All payments to the Corporation must be made in immediately available funds without set off or deduction into the Corporation's Bank Account for the relevant currency specified in the Corporation's SSI as at the time of payment, and any payment not so made will be deemed by the Corporation to have been made on the date and at the time the funds represented by the payment become available to the Corporation.

20.2 All payments to the Borrower will be made in immediately available funds into the Bank Account for the relevant currency specified in the Borrower's SSI as at the time of payment unless other arrangements have been agreed between the Corporation and the Borrower in respect of that payment.

21. TIME OF PAYMENT:

All payments to be made to the Corporation under the Facility must be made no later than 10.00 a.m. on the due date or such other time as the Corporation may notify the Borrower from time to time. The Corporation may recover from the Borrower any charges or intra-day interest it incurs as a consequence of any payment being received by it after the due time for payment on the relevant due date.

- 22. INTEREST ON OVERDUE AMOUNTS:** The Corporation may charge interest on any amount payable under this Agreement which is not made, or is deemed to have been not made by the time for payment on the relevant due date, at the Default Interest Rate, from and including the due date for payment to but excluding the date on which the funds become available to the Corporation, such additional interest to compound daily and be payable on demand.
- 23. STAMP DUTY:** All stamp duties and penalties (if any) payable in relation to this Agreement shall be promptly paid by the Borrower.
- 24. CALCULATIONS:** The Corporation shall carry out in good faith and in a commercially reasonable manner all calculations required under this Agreement including but not limited to those involving the amount of interest payable, Market Valuation Adjustments, Fees, government guarantee fees and Increased Costs. All calculations and determinations of the Corporation will be conclusive and binding in the absence of manifest error.
- 25. EVENTS OF DEFAULT:** Each of the following is an Event of Default:
- (a) the Borrower ceases to be a local government duly constituted under the Local Government Act (or any amendment or re-enactment of the Act) by virtue of which it is an "authority" for the purposes of the Western Australian Treasury Corporation Act 1986 unless the obligations of the Borrower hereunder are assumed by a successor which is such an "authority" and which agrees, or is otherwise bound by law, to comply with the obligations of the Borrower hereunder;
 - (b) the Borrower for any reason, other than a reason set out in clause 25(a), ceases to be an entity to which the Corporation can lawfully make or maintain Advances, or if as a result of any change in law, regulation or official directive, the Corporation determines that it has become contrary to such official directive, illegal or impossible for the Corporation to make or maintain Advances to the Borrower;
 - (c) if in the reasonable opinion of the Corporation, it is likely that a Vires Event of Default will occur because of a proposed change in law, regulation

or official directive, and the Corporation notifies the Borrower that upon the occurrence of the change in law, regulation or official directive, the Facility is terminated on the Termination Date specified in the notice and all outstanding Advances are due and payable, and all Forward Lendings are terminated, on the Designated Date specified in the notice;

- (d) a receiver is appointed in respect of any of the income of the Borrower
- (e) the Borrower fails to make payment of any amount payable to the Corporation, whether under this Agreement or under any other arrangement with the Corporation, when due and the failure continues for more than 15 Business Days. The Corporation will use reasonable endeavours to notify the chief executive officer of the Borrower of the failure not less than 10 Business Days before exercising the Corporation's rights arising under this Agreement as a consequence of such failure;
- (f) the Borrower is in breach of any other material term of this Agreement (including a term or condition included in the Agreement pursuant to clause 26.2(c)), and if the breach is capable of remedy, if it is not remedied within 20 Business Days of the Borrower becoming aware of the breach;
- (g) the Borrower fails to pay any other indebtedness of the Borrower for moneys borrowed or raised when due in an amount which the Corporation reasonably considers to be material in the context of the indebtedness of the Borrower to the Corporation under this Agreement unless liability to pay that other indebtedness is being contested by the Borrower in good faith and with due diligence;
- (h) any power, authorisation, approval or consent required by the Borrower for the purposes of borrowing or fulfilling its obligations under this Agreement is withdrawn or ceases to be current or valid or is found to be defective or inadequate by the Corporation; and

- (i) any warranty or representation made by the Borrower hereunder or for the purposes of this Agreement is untrue or ceases to be true.

26. EFFECT OF DEFAULT:

26.1 If a Vires Event of Default occurs, whether or not the Corporation is aware of the occurrence of the Event of Default, the Facility is immediately terminated without the need for any notice to be given by the Corporation to the Borrower and, subject to clause 26.3, all outstanding Advances are immediately due and payable, and any obligations in respect of Forward Lendings are immediately terminated.

The Prepayment Procedure will apply in respect of all outstanding Advances and all Forward Lendings.

The date on which the Facility is terminated, and all obligations in respect of outstanding Advances and Forward Lendings are terminated in accordance with this clause 26.1 is the Designated Date for the purposes of this Agreement.

26.2 If an Other Event of Default occurs, the Corporation may by notice in writing to the Borrower do any or all of the following:

- (a) declare that any or all outstanding Advances are due and payable and any or all obligations in respect of Forward Lendings are terminated immediately on the date of the notice, or on a date specified in the notice, which date shall be the Designated Date for those Advances;
- (b) declare that the Facility is terminated; and
- (c) specify terms and conditions upon which the Corporation is willing to allow any or all of the following to occur:
 - (i) any or all outstanding Advances to remain outstanding;
 - (ii) any or all Forward Lending commitments to remain in force; and
 - (iii) the Borrower to continue to borrow

under any or all Products,

and the Borrower must, not later than the date specified in the notice, advise the Corporation in writing whether or not it agrees to accept those terms and conditions.

If the Borrower advises the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then this Agreement is thereupon varied by inclusion of those terms and conditions without any further action required to be taken by the Parties.

If the Borrower does not advise the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then the Corporation may carry out the provisions of (a) and (b) above.

26.3 If the Corporation is not aware of the occurrence of a Vires Event of Default when the Vires Event of Default occurs, all outstanding Advances are due and payable, and all obligations in respect of Forward Lendings shall be terminated, immediately the Corporation becomes aware of the occurrence of that Event of Default.

26.4 For the avoidance of doubt, any payment made by either Party after the occurrence of a Vires Event of Default and before the Corporation becomes aware of the relevant Event of Default, is a payment for value under this Agreement and is to be treated as if it had been validly made and received in accordance with this Agreement.

**27. MANDATORY
PREPAYMENT
PROCEDURE:**

27.1 Where any Advance becomes due and payable before the Maturity Date for that Advance or any Forward Lending is to be terminated under the terms of this Agreement, the Parties will follow the procedure set out in this clause.

27.2 Mandatory Prepayment of Advances and termination of Forward Lendings will occur on the Designated Date whether or not the relevant event is then subsisting and the Prepayment Amount will be due as of the Designated Date.

27.3 The Corporation will issue a Mandatory Prepayment Notice to the Borrower with respect to Advance(s) and Forward Lending(s).

27.4 Irrespective of the termination of the Facility, the Borrower shall pay to the Corporation the amount of any Costs incurred by the Corporation whether before or after the Designated Date in relation to the relevant Advance(s), Forward Lending(s) and the Facility, as applicable, and interest on the Prepayment Amount calculated at the Default Interest Rate from and including the Designated Date up to, but not including, the date of actual payment.

**28. PERSONAL
PROPERTY
SECURITIES ACT
2009**

28.1 The Borrower hereby irrevocably authorises the Corporation, its agents, solicitors, officers, employees and service providers to:

- (a) apply for and effect (in any manner the Corporation considers necessary or appropriate) any registration of a financing statement on the PPSA Register in connection with any PPSA Security Interest created or expressed to be created under this Agreement;
- (b) complete any document associated with this Agreement, including any financing statement or financing change statement; and
- (c) recover from the Borrower, at the Corporation's absolute discretion, any costs incurred by the Corporation in relation to the abovementioned matters.

28.2 (a) The Parties contract out of each provision of the PPSA that section 115 of the PPSA permits parties to contract out of.

(b) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind described in section 275(1) of the PPSA confidential and not to disclose any such information to any other person except where such disclosure is otherwise permitted or authorised under this Agreement or an Existing Facility

Agreement.

- (c) The Parties agree that a receiver or receivers appointed under section 6.22 of the Local Government Act need not give any notice required under any provision of the PPSA.

29. VARIATION OF ADVANCES OR FORWARD LENDINGS:

- 29.1 If at any time the Borrower wishes to vary a term or condition of an, Advance or Forward Lending, the Borrower must so notify the Corporation and the Corporation will use reasonable endeavours to accommodate the Borrower's request.
- 29.2 Relevant rates and prices which prevail at the time will be applied in undertaking the calculations for the variation of the Advance or Forward Lending, as applicable.
- 29.3 The Corporation will promptly give a Confirmation to the Borrower with respect to a variation so carried out.
- 29.4 The Corporation will promptly notify the Borrower in writing of the cost or benefit of a variation under this clause.

Any additional cost will be paid by the Borrower to the Corporation on a date nominated in writing by the Corporation, and any benefit will be credited to an Account of the Borrower with the Corporation.

30. NOTICES:

- 30.1 Subject to paragraph 30.3, all requests, notices and other communications required to be given, made or sent to the Corporation by the Borrower under this Agreement are to be in writing and addressed to " Manager, Client Services" of the Corporation or to such other officer of the Corporation as the Corporation nominates to the Borrower from time to time.
- 30.2 All requests, notices, and other communications required to be given, made, or sent to the Borrower by the Corporation under this Agreement are to be in writing and addressed to the officer of the Borrower designated for such purposes, or such other officer of the Borrower as the Borrower nominates to the Corporation from time to time, and in the absence of a designation or nomination shall be addressed to the chief

executive officer of the Borrower.

- 30.3 The Borrower may request in writing that the Corporation accept email notices or other form of electronic transmissions acceptable to the Corporation for the making of applications for Advances, acceptance of firm quotes, giving of Drawdown Notices, Voluntary Prepayment Notices, requests to vary the term or conditions of an Advance or Forward Lending, or requests for withdrawal of any such notice or request or communications that are otherwise notified in writing by the Corporation to the Borrower from time to time.

The Borrower:

- (a) must ensure that each email notice is either signed by means of an electronically produced signature of an Authorised Signatory or states that it is being sent by a named Authorised Signatory of the Borrower, and the Borrower shall give prior written advice to the Corporation as to which of these alternative procedures it wishes to use from time to time;
 - (b) in any legal proceedings in respect of or in any way relating to this Agreement, expressly waives any right to raise any claim, defence or waiver of liability based upon the signing, or purported signing, of an email notice by means of an electronically produced signature of an Authorised Signatory or purporting to be sent by an Authorised Signatory as the case may be; and
 - (c) must send all email notices to the specified email address of the Corporation notified by the Corporation to the Borrower from time to time. Email notices will only be taken to have been received by the Corporation when actually received.
- 30.4 The Corporation may at any time give written notice to the Borrower that it will no longer accept email notices, either generally, or on the conditions set out above or for any specified

purpose. The Corporation may at any time withdraw any such notice or give written notice to the Borrower of alternative conditions on which it is then willing to accept email notices.

- 31. OTHER TERMS:**
- 31.1 The Borrower shall provide to the Corporation:
- (a) a copy of the resolution authorising:-
 - (i) the execution of this Agreement under the Common Seal of the Borrower; and
 - (ii) the Chief Executive Officer, an agent of the Borrower or any one of the Senior employees of the Borrower who are authorised by the Chief Executive Officer from time to time to sign schedule documents and instructions under this Agreement on behalf of the Borrower.
 - (b) Upon request by the Corporation copies of the resolutions passed by the Borrower authorising the borrowings under this Agreement from time to time; and
 - (c) a list of names, position titles and sample signatures of the Authorised Signatories as advised by the Chief Executive Officer from time to time.
- 31.2 The Borrower agrees to provide to the Corporation such additional information as the Corporation may require from time to time to enable it to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, and acknowledges that where legally obliged to do so, the Corporation will disclose the information provided to relevant regulatory and law enforcement agencies.
- 31.3 The Corporation will use all reasonable endeavours to meet the borrowing and prepayment requirements of the Borrower under this Agreement. The Borrower acknowledges that this Facility does not create an obligation for the Corporation to lend under it.
- 31.4 The Facility is made available and will be maintained subject to compliance with relevant

laws and subject to the Borrower obtaining all authorisations, approvals and consents necessary for it to enter into this Agreement and accept the Facility and to fulfil its obligations hereunder, including obligations incurred in respect of Advances provided from time to time.

31.5 So long as any amounts owing to the Corporation remain payable, the Borrower will not create or permit to be outstanding any security (in the form of mortgage, charge, pledge, lien or other security interest) upon the Borrower's General Funds to secure indebtedness of the Borrower or any guarantee by the Borrower of indebtedness of third parties, without the prior written consent of the Corporation which may be withheld in the Corporation's absolute discretion, and in any event may not be given unless the Borrower (if so required by the Corporation) procures the other creditors to enter into a deed of priority with the Borrower and the Corporation in which the Borrower and the other creditor irrevocably and unconditionally agree with the Corporation:

- (a) the Charge has first priority over the Secured Property for the full amount of the Secured Moneys for the purposes of section 6.24 of the Local Government Act and section 61 of the PPSA and the other creditor has second priority over the Secured Property only after the full amount of the Secured Money has been received by the Corporation; and
- (b) the priority in clause 31.5(a) applies despite any provision of the PPSA and despite the respective times of registration of the financing statements in respect of this Agreement and the other creditor's PPSA Security Interest under that Act.

31.6 The Borrower will immediately notify the Corporation of any actual or proposed changes to its establishment or designation or to any legislation under which it is constituted, of which it becomes aware, and which may be likely to affect or have the potential to affect the Borrower's corporate existence, capacity to borrow hereunder, authorisations in respect hereof or ability to observe its obligations under this Agreement, and provide the Corporation with

a copy of any such change promptly after it occurs.

31.7 The Borrower indemnifies the Corporation against all liabilities and losses arising from, and any costs, charges and expenses incurred in connection with the Corporation acting in good faith on facsimile instructions, electronically protected documents (such as Adobe PDF) sent by e-mail or other electronically delivered instructions purporting to originate from the offices of the Borrower or to be given by an Authorised Signatory of the Borrower, including without limitation all liabilities, losses, costs, charges and expenses on account of funds borrowed, contracted for or used to fund any amount payable under this Agreement.

31.8 The Borrower shall obtain the prior written consent of the Corporation before committing to any subsequent or additional borrowing from any other authority, bank, lending institution or source or increasing the limit of its existing overdraft facility during the currency of this Agreement (third party borrowing).

32. GOVERNING LAW AND JURISDICTION:

This Agreement is governed by the law in force in the State, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State.

33. SURVIVAL:

Except to the extent provided otherwise herein, the respective rights and obligations of the Parties in respect of Advances, Forward Lendings and obligations that continue following termination of the Facility under clause 3.2(a) or clause 26.2 and all Outstanding Payments shall survive termination of the Facility, and the terms and conditions of this Agreement continue to apply as if the Facility remained on foot.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

THE COMMON SEAL of)
SHIRE OF MINGENEW)
was hereunto affixed)
in the presence of:)

President

Chief Executive Officer

Name Print

Name Print

FIRST SCHEDULE

As at 26th September 2014, the Corporation makes the following Products available to the Borrower:

1. Short Term Lending
2. Term Fixed Rate Lending

SECOND SCHEDULE

1. All Loans under the Existing Loan Agreements are classified as Term Fixed Rate Lending and are covered by the Provisions of Annexure 2 Term Fixed Rate Lending.
2. All Loans under the Existing Debentures are classified as Term Fixed Rate Lending and are covered by the provisions of Annexure 2 Term Fixed Rate Lending.

ANNEXURE 1

SHORT TERM LENDING

As at 26th September 2014, provisions specifically referable to Short Term Lending under this Agreement are as follows:

Product Facility Limit The aggregate sum of all Short Term Lending Advances the Corporation has agreed to provide to the Borrower from time to time under each Addendum less any amount that has been cancelled or terminated from time to time.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Short Term Lending (**Short Term Lending Advance**):

Applications for Advances:	<p>i) The Borrower may apply to the Corporation to borrow funds under this Annexure in accordance with the terms and conditions of the Agreement; and</p> <p>ii) upon the Corporation agreeing to lend such funds to the Borrower, the parties shall execute an Addendum to the Agreement substantially in the form specified in the Fifth Schedule hereto which shall stipulate the project facility limit being the maximum amount the Borrower is entitled to borrow under that Addendum.</p>
Notice Period:	The Drawdown Notice must be received by the Corporation no later than 12:00 noon on the Business Day prior to the date the Advance is to be made.
Minimum amount of Advance	\$10,000
Minimum Term of Each Advance:	1 day
Maximum Term of Each Advance:	12 months
Maturity Date:	The nominated Maturity Date should be a Business Day
Repayment of Principal of Each Advance:	In full on the Maturity Date of that Advance
Interest Rate:	The Interest Rate is determined by the Corporation and is fixed until the Maturity Date of the Advance
Date of Determination of Interest Rate:	The Interest Rate will be determined on the day the Advance is made, or on such other day or days as

	the Corporation may from time to time reasonably determine.
Interest Amount:	<p>Interest on each Advance will be calculated as follows:</p> $I = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>I = amount of interest payable;</p> <p>P = principal amount of the Advance;</p> <p>R = Interest Rate applicable to the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the date of the Advance to, but not including, its Maturity Date.</p>
Interest Payment Date:	Interest is payable on the Maturity Date of the Advance
Business Day Convention:	Following
Interest Adjustment:	<p>Where a Maturity Date is not a Business Day and the due date for repayment of the Advance is adjusted to the following Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{(P+I) \times R \times D}{36500}$ <p>where:</p> <p>P = the principal amount of the Advance;</p> <p>I = the interest amount due on the stated Maturity Date of the Advance;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the stated Maturity Date of the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the stated Maturity Date to, but not including, the Business Day after the stated Maturity Date.</p>

<p>DRAWDOWN NOTICES:</p>	<p>1. Advances under this Facility will be made by the Corporation to the Borrower substantially in the form of the “Form of Request for an Advance (“Drawdown Notice”) attached to this Annexure.</p> <p>2. Subject to the terms and conditions of this Facility, Advances will be made on dates specified in a Drawdown Notice given by the Borrower to the Corporation and signed by an Authorised Signatory. If a date specified in a Drawdown Notice is not a Business Day, the Advance will be made on the next following Business Day unless another arrangement is agreed to by the Corporation in its discretion.</p> <p>3. Once given, a Drawdown Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Drawdown Notice whether it has consented to the withdrawal if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
<p>REDRAWING:</p>	<p>Subject to the terms of the Agreement, amounts repaid or voluntarily prepaid under Facilities governed by this Annexure may be redrawn by the giving of an appropriate Drawdown Notice.</p>
<p>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:</p>	<p>The representations and warranties contained in the Agreement are deemed to be repeated each time a Drawdown Notice is submitted to the Corporation;</p> <p>(a) an Advance provided under a Drawdown Notice will not result in the Facility being exceeded as at the date the Drawdown Notice is given or at any time up to the Maturity Date of the proposed Advance, after allowing for any reduction in the Facility Limit of which notice has been given prior to receipt of the Drawdown Notice by the Corporation; and</p> <p>(b) Drawdown Notices and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose shall be valid and binding on the Borrower.</p>

<p>TERM OF ADVANCES:</p>	<p>Where a Party has served a notice of termination of the Facility on the other Party under clause 3.2(a), the Borrower may continue to issue Drawdown Notices and draw down Advances prior to the Termination Date, but the Maturity Date of Advances made thereunder must be on or before the Termination Date.</p>
--------------------------	--

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Short Term Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

FORM OF REQUEST FOR A SHORT TERM LENDING ADVANCE
(DRAWDOWN NOTICE) (1) (2) (Effective as at 26th September 2014)

MASTER LENDING FACILITY FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF MINGENEW

TO: MANAGER CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Mingenew requests the following Short Term Lending Advance:

Date of Advance:⁽²⁾ _____

Amount: _____

Maturity Date:⁽³⁾ (specify) _____

Account:⁽⁴⁾ _____

Any other details: _____

For and on behalf of Shire or Mingenew:

Authorised Signatory

Date

Note:

- (1) Subject to the terms of the Agreement, this notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation (**Corporation**).
- (2) This notice must be received by the Corporation no later than 12.00 noon on the Business Day prior to the Date of Advance specified above.
- (3) Unless otherwise agreed by the Corporation, the Maturity Date must be a Business Day that is one day to twelve months after the Date of Advance.
- (4) Specify Account only if the Borrower operates more than one Account with the Corporation under this Facility.

ANNEXURE 2

TERM FIXED RATE LENDING

As at 26th September 2014, provisions specifically referable to Term Fixed Rate Lending under this Facility are as follows:

Product Facility Limit The aggregate sum of all Term Fixed Rate Advances the Corporation has agreed to provide to the Borrower from time to time less any amount that has been repaid or cancelled.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Term Fixed Rate Lending (**Term Fixed Rate Advance**):

Minimum amount of Advance	\$50,000
Minimum Term of Each Advance:	6 months
Maximum Term of Each Advance:	20 years or such longer period as may be agreed between the Parties either generally or in relation to an Advance with specified characteristics or in relation to a proposed Advance.
Payments Due:	Payments of interest and repayments of principal in relation to each Advance will be due in the amounts and on the dates stipulated in the repayment schedule set out in the Confirmation for the Advance.
Interest Rate:	Subject to any interest rate parameters agreed between the Corporation and the Borrower, the Interest Rate in relation to each Advance will be determined by the Corporation and is fixed until the Maturity Date of that Advance.
Business Day Convention:	Following
Interest Adjustment:	<p>Where the due date for any payment is adjusted by the Following Business Day Convention so that the payment is due on the next succeeding Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>P = the amount of the payment due;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the relevant due date</p>

	<p>expressed as a percentage per annum to two decimal places; and D = the number of calendar days from and including the original due date for payment to, but not including, the adjusted due date for the payment.</p>
<p>FIRM RATE QUOTE:</p>	<p>Once a signed acceptance of a Firm Rate Quote substantially in the form specified in the Fourth Schedule hereto is received by the Corporation, the acceptance is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Firm Rate Quote whether or not the Corporation has consented to the withdrawal, and if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
<p>NO REDRAW:</p>	<p>The Borrower cannot redraw funds that have been applied to an Advance.</p>

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Term Fixed Rate Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

THIRD SCHEDULE

MASTER LENDING AGREEMENT FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF MINGENEW

FORM OF VOLUNTARY PREPAYMENT NOTICE FOR LOAN NO: [] ⁽¹⁾₍₂₎

TO: MANAGER, CLIENT SERVICES
 WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Mingenew gives notice of the following prepayment of a Loan under this Agreement:

Date of Prepayment:⁽²⁾ _____

Loan Number _____

Amount: ⁽³⁾ _____ (debt face value / market value)
(circle the alternative which applies)

For and on behalf of Shire of Mingenew:

Authorised Signatory

Date

Note:

- (1) This notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation (“Corporation”).
- (2) This notice must be received by the Corporation no later than 12.00 noon at least 4 Perth Business Days prior to the Settlement Date of Prepayment specified above.
- (3) Specify the total capital or total amount to be made on the Settlement Date of Prepayment which is subject to acceptance of a firm valuation provided by the Corporation.

FOURTH SCHEDULE

Form of acceptance of the firm rate quote

Summary of Terms of Loan and Repayment Schedule

Client: Shire of Mingenew (the “Borrower”)
Interest Rate: [x.xxxx] % p.a. *([Quarterly] Compounding)
 [y.yyyy] % * effective []
**These rates do not include the government guarantee fee.*
Lending Date: [date]
Maturity Date: [date]
Loan Amount: \$[amount]
Schedule Basis: [Quarterly] repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
	Totals:	[amount]	[amount]	[amount]	[amount]	[amount]

Note:

- The interest rate quoted and this Summary of Terms of Loan and Repayment Schedule are based on rates applying as at [date].
- The Guarantee Fee is charged by the Treasurer of the State of Western Australia and is collected by The Western Australian Treasury Corporation (“the Corporation”) on the behalf of the Treasurer. The rate of the Government Guarantee Fee is subject to change in accordance with government policy. The amount of the Government Guarantee Fee shown in this schedule is indicative and does not form part of the fixed lending rate charged by the Corporation.

CERTIFICATION FOR ACCEPTANCE OF FIRM RATE QUOTE

In accepting the offer of a loan on the terms set out above (the “Loan”)

1. I confirm that:
 - (a) The financial information provided in the Loan Application Form or as otherwise provided to the Corporation in relation to the proposed Loan remains accurate in all material aspects;
 - (b) The proposed Loan has been approved by the Local Government in the annual budget of the Borrower or satisfies the provisions of Section 6.20(2) of the Local Government Act (the “Act”);
 - (c) This loan is governed by the terms and conditions of the Master Lending Agreement between the Corporation and the Borrower.
2. I certify that the statutory requirements of the Act and Regulations under the Act have been met in relation to the Loan;
3. I certify that I have been authorised to complete and sign all necessary documents relating to this new loan borrowing and that the Corporation has been provided with the relevant document proving this authorisation;
4. I certify that the loan is financially sustainable and I am not aware of any circumstance, events or actions by the Council (including the borrowing of moneys) which may adversely affect the Borrower’s ability to service the loan. The Corporation will be advised as soon as practicable of any material adverse changes in the financial position of the Borrower; and

5. I give an undertaking that during each year in which any of the Borrower’s loans remains outstanding with the Corporation, the Borrower shall provide the Corporation with a copy of its audited Annual Financial Statements, adopted Annual Budget and updated ratios as required by the Corporation’s Credit Policy from time to time as soon as practicable after these are available each year while any Loan is outstanding.
6. I acknowledge that the Loan is secured by the Charge contained in the Master Lending Agreement between the Corporation and the Borrower.
7. Once this signed acceptance of firm rate quote is received by the Corporation, the Loan is irrevocable and may not be withdrawn without the prior consent of the Corporation.
8. I represent that the below bank account details are correct and that the Corporation accepts no liability for any loss occasioned by the Borrower as a result of the Corporation relying on the bank details.

Accepted for and on behalf of Shire of Mingenew on this _____ day of _____ 20_____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Mingenew		

FIFTH SCHEDULE

MASTER LENDING AGREEMENT BETWEEN
WESTERN AUSTRALIAN TREASURY CORPORATION AND
SHIRE OF MINGENEW

SHORT TERM LENDING ADDENDUM NO: []

This addendum forms part of the Master Lending Agreement (the Agreement) between the Borrower and the Corporation. The provisions specifically applicable to this addendum are as follows;

PURPOSE OF BORROWING: []

PROJECT FACILITY LIMIT: []

TERMINATION DATE [DD /MM/ YYYY].

All Advances under this addendum shall have a maturity date which is on or before the termination date.

TERMS AND CONDITIONS All Advances under this addendum are governed by the terms and conditions that are contained in clauses 1 to 33 of the Agreement and Annexure 1 to the Agreement;

REQUEST FOR ADVANCE The Borrower may request an Advance under this addendum in the manner and form prescribed by Annexure 1 (Short Term Lending) of the Agreement.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS In requesting an Advance under this addendum the Borrower;

1. is deemed to repeat each representation and warranty under the Agreement.
2. represents that the Advance is financially sustainable and the Borrower is not aware of any circumstance, events or action by the Council (including the borrowing of moneys) which may adversely affect the Borrower's ability to service the Advance. The Borrower

will advise the Corporation as soon as practicable of any material adverse change in the financial position of the Borrower.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

Accepted for and on behalf of Shire of Mingenew on this _____ day of _____ 20_____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Mingenew		

9.2.3 REQUEST FOR RATE CONCESSION – MURCHISON REGION ABORIGINAL CORPORATION

Location/Address: 14 (Lot 216) Field Street, Mingenew
Name of Applicant: Murchison Regional Aboriginal Corporation
Disclosure of Interest: Nil
Date: 17th September, 2014
Author: Cameron Watson – Manager Finance & Administration

SUMMARY

A request has been received from the Murchison Region Aboriginal Corporation (MRAC) for a concession on their Rates.

ATTACHMENT

Email from Mr Ashley Taylor, CEO, MRAC
 ACNC Charity Registration Summary

BACKGROUND

An email has been received from Mr Ashley Taylor, Chief Executive Officer of the Murchison Region Aboriginal Corporation (MRAC) requesting a concession on the rates raised for the MRAC residence located at 14 (Lot 216) Field Street in Mingenew.

The MRAC has been granted Public Benevolent Institution (PBI) status which is a type of charitable institution whose main purpose is to relieve poverty or distress. The constitution of MRAC lists their objectives as:

Objects

6. *The objects of the Association are:*

- (1) *To promote, support, sponsor, engage in and facilitate the provision to Aboriginal people of health, housing and other services;*
- (2) *To acquire, hold and manage land, buildings, fixtures, chattels and other property for the benefit of Aboriginal people in the Wards;*
- (3) *To provide social, cultural, economic, political, educational and recreational services to Aboriginal organisations, groups, enterprises and individuals in the Wards when those services are not provided by other bodies;*
- (4) *To assist Aboriginal people in the Wards with relief from poverty, sickness, suffering, destitution, misfortune, distress and helplessness;*
- (5) *To give effect to the principles of self-management and self-determination for Aboriginal people by;*
 - (i) *Establishing, owning, investing in, sponsoring, maintaining, managing, leasing and otherwise fostering business enterprises and commercial ventures of any lawful kind, and*
 - (ii) *Promoting, supporting and sponsoring the endeavours of Aboriginal organisations, groups, enterprises and individuals in the Wards towards social, cultural and economic development.*
- (6) *To promote, support, sponsor, engage in and facilitate the creation of opportunities for Aboriginal people in education, training, employment and private enterprise;*
- (7) *To help and encourage Aboriginal people in the Wards to maintain, restore, revitalise and renew their traditional language and culture;*
- (8) *To help build trust and friendship between Aboriginal people and the non-Aboriginal community.*

- (9) *To join with other Aboriginal Associations in undertaking projects of mutual benefit; and*
(10) *To receive and spend grants of money from the Government of the Commonwealth or of the State or from other sources.*

The “Wards” indicated in the above objectives are the five wards within the Yamatji region.

MRAC is registered as a charitable organization with the Australian Charities and Not-For-Profits Commission.

MRAC is listed as a “Preferred Housing Provider” with the Department of Housing and is listed on the ShelterWA.org.au website as a “Remote Aboriginal Housing – Community Housing Provider”. Shelter WA has operated in Western Australia since 1979 as the peak housing body for affordable housing and homelessness.

MRAC owns 121 properties, 117 are residences and 4 are vacant blocks. These properties range from Carnarvon in the north, across to Meekatharra and Sandstone in the east, down to Carnamah in the south and most towns in between.

COMMENT

Mr Taylor has indicated he is requesting a concession on the rates for the above listed property due to the State Government removing their financial support for his type of organisation in the last State budget. Mr Taylor noted that MRAC lost approximately \$450,000 in State Government funding; from the Department of Housing, out of a total revenue of \$1.1 million and that this funding was cut without much prior notice.

Added to this cut in funding, as MRAC is a PBI the Australian Taxation Office sets the level of rent it can charge, currently this is set at a maximum of 80% of market values and as such severely limits the option of raising additional revenues through increasing rents..

The Local Government Act 1995, section 5.26 2 (g) allows for a rate exemption on properties used exclusively for charitable purposes.

The 2014/2015 rates raised on this property amount to \$1,320.33. Rubbish charges and ESL would not be impacted if this request were approved as section 5.26 of the Act relates solely to Rates.

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995, Section 5.26 2 (g) – Relates to exception from rates for land used for charitable purposes.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

If approved, there would be a write off of Rates totalling \$1,320.33 and no further Rates would be raised on this property until it was sold or otherwise ceased being used for charitable purposes.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.3

That Council resolves to apply section 5.26 2 (g) of the Local Government Act 1995, charitable purposes status rate exemption for rate assessment A219 – 14 (Lot 219) Field Street, Mingenew.

DCEO

From: SFO
Sent: Wednesday, 3 September 2014 2:08 PM
To: DCEO
Subject: FW: Rates
Attachments: Property List for Mingenew.xlsx; Constitution 2 Doc.pdf; PBI.PDF

From: Ashley Taylor [<mailto:ataylor@mrac.net.au>]
Sent: Wednesday, 3 September 2014 1:01 PM
To: SFO
Subject: Re: Rates

TO WHOM IT MAY CONCERN

As usual around this time of the year land rates become due.

In previous years the Murchison Region Aboriginal Corporation (MRAC incorporated since 1986) has never claimed for any form of concession on rates from Shire councils as we have had grant funds from the Department of Housing to cover these costs, however as of 1st July 2014 all grant funding has ceased and we are going to find it difficult to provide the same service to our tenants when we are now having to rely on only generated income.

Please find attached our constitution, the certificate of Public Benevolent Institution (PBI) and a list of our property in the Mingenew jurisdiction.

As you will read in our constitution we are a non for profit Indigenous Housing Organisation which provides rental accommodation for Indigenous people within the Murchison / Gascoyne and Midwest regions.

I am requesting that MRAC have our land rates waived on our property.

If you require any further information or clarification, please do not hesitate to contact me either by email or phone.

Regards

Ashley Taylor

Executive Director
Murchison Region
Aboriginal Corporation
Ph: 99230055
Mob: 0407 230055



ACNC Charity Register Summary

Murchison Region Aboriginal Corporation

Charity Details	
Name	Murchison Region Aboriginal Corporation
Other Name	
Charity ABN	48700809001
Charity Address for Service	ataylor.mrac@westnet.com.au
Charity Street Address	25 Crawford Street GERALDTON WA 6530
Website	
E-Mail	ataylor.mrac@westnet.com.au
Phone	899230055
About the Charity	
Date Established	20/11/1986
Who the Charity Benefits	Aboriginal or TSI
Size of Charity	
Financial Year End	30/06
Where the Charity Operates	
Operating State(s)	WA
Operates in (Countries)	

Using the information on the Register

Information on this Register has been provided to the ACNC by the charity or transferred from the Australian Taxation Office (ATO) and the Australian Business Register (ABR). If information is not shown, this may be because the charity has not yet provided the information or because the ACNC is progressively confirming and uploading information received. The ACNC may also approve information be [withheld from the Register](#) in certain circumstances. The Register will be updated over time as we work through the information received and any applications for information to be withheld. Read more about [information on the Register](#).



ACNC Charity Register Summary

Murchison Region Aboriginal Corporation

Registration Details

Entity Type	Charity
Sub-Entity Type	Public benevolent institution (01/01/2014) Awaiting selection of new subtype
Registration Status	Registered
Basic Religious Charity	

Responsible Persons

Name	Position
Adrian Bartlett	Director
Stephen Beeson	Director
Ada Fossa	Director
Olive Gibson	Director
Colin Hamlett	Director
Kay Mongoo	Director
Monica Pepper	Director
Karen Taylor	Director
Phyllis Welsh	Director

Registration Status History

Effective Date	Status
03/12/2012	Registered

SubType History

Start Date	End Date	Entity Subtypes
01/01/2014		Public benevolent institution
03/12/2012	31/12/2013	Another purpose beneficial to the community
03/12/2012	31/12/2013	Public benevolent institution (PBI)

Using the information on the Register

Information on this Register has been provided to the ACNC by the charity or transferred from the Australian Taxation Office (ATO) and the Australian Business Register (ABR). If information is not shown, this may be because the charity has not yet provided the information or because the ACNC is progressively confirming and uploading information received. The ACNC may also approve information be [withheld from the Register](#) in certain circumstances. The Register will be updated over time as we work through the information received and any applications for information to be withheld. Read more about [information on the Register](#).



ACNC Charity Register Summary

Murchison Region Aboriginal Corporation

Annual Reporting

<u>Due Date</u>	<u>Document</u>	<u>Received</u>	<u>Date</u>
31/12	AIS 2013	No	
31/12	AIS 2014	No	

Using the information on the Register

Information on this Register has been provided to the ACNC by the charity or transferred from the Australian Taxation Office (ATO) and the Australian Business Register (ABR). If information is not shown, this may be because the charity has not yet provided the information or because the ACNC is progressively confirming and uploading information received. The ACNC may also approve information be [withheld from the Register](#) in certain circumstances. The Register will be updated over time as we work through the information received and any applications for information to be withheld. Read more about [information on the Register](#).

9.2.4 OCCUPATIONAL SAFETY AND HEALTH POLICY

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
Date: 17th September, 2014
Author: Cameron Watson – Manager Finance & Administration

SUMMARY

This report seeks Councils endorsement of a new policy relating to Occupational Safety and Health matters relating to Shire of Mingenew staff and contractors.

ATTACHMENT

Proposed Occupational Safety and Health Policy

BACKGROUND

Part of Councils requirements for membership with the Local Government Insurance Service (LGIS) is to undertake an annual Risk Audit which is conducted by the LGIS Regional Risk Co-Ordinator, Mr Monty Archdale.

COMMENT

It was identified at Councils recent risk audit that Council did not have a satisfactory OSH policy in place. While the services of LGIS will not be withdrawn if a OSH policy is not endorsed by Council, it would lead to a higher risk rating for Council and therefore higher premiums from the underwriters of Councils policies.

CONSULTATION

Monty Archdale – Regional Risk Co-Ordinator – LGIS
Nita Jane – Governance Officer

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

Addition of a new Policy

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.4

That Council endorses the Occupational Safety and Health Policy as presented.



Occupational Safety and Health Policy

This policy outlines the Shire of Mingenew's commitment to continuously improve the occupational safety and health standards within the workplace, to continuously improve the occupational safety and health management systems and to reduce hazards and subsequent incidents in the workplace.

legislative requirements. The Policy of the Shire of Mingenew is to ensure that every employee works in an environment where every effort is made to prevent accidents, injury and disruption to employees' health from foreseeable work hazards.

The employer acknowledges a duty of care to:

- Provide and maintaining a safe working environment.
- Providing adequate training, instruction and supervision to enable employees to perform their work safely and effectively.
- Investigating all actual and potentially injurious occurrences in order to identify and control the cause to reduce the level of risk in the workplace
- Comply with AS/NZS 4801-2001 Occupational Health and Safety Management Systems audit requirements.
- Compliance with current Occupational Safety and Health Act 1984, and the Occupational Safety and Health Regulations 1996, relevant Australian Standards including AS/NZS ISO 31000, 2009 and relevant Approved Codes of Practice
- Engage and consult stakeholders and representatives in matters regarding occupational safety and health in the workplace.

Employees have a duty of care to

- Working with care for their own safety and that of other employees, contractors, volunteers and public who may be affected by their acts or omissions.
- Reporting hazards, accidents, incidents and near misses to their Line Manager
- Co-operating positively in the fulfillment of the obligations placed on their employer.
- Assisting in the reporting and investigation of any accidents with the objective of introducing and reviewing controls to prevent re-occurrence.

A safe and efficient place of work is our goal, and we must all be committed by working together to reach this outcome.

<i>Creation Date:</i>	22 Sept 2014	<i>Meeting:</i>	Ordinary	<i>Minute:</i>	
<i>Review Date:</i>		<i>Meeting:</i>		<i>Minute:</i>	
<i>Next Review:</i>	Sept 2016				

9.2.5 ACCOUNTS FOR PAYMENT – MONTH ENDING 31ST AUGUST 2014

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil.
Date: 22nd September 2014
Author: Julie Borrett – Senior Finance Officer

SUMMARY

Council to confirm the payment of creditors for the month of August 2014 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

ATTACHMENT

Copy of list of accounts due (EFT & cheque payments), which will enable Council to confirm the payment of its creditors in accordance with Local Government (Financial Management) Regulations 1996, Section 13(1).

BACKGROUND

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the payee's name, amount of payment, date of payment and sufficient information to identify the transaction.

COMMENT

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of services and as to prices, computations and costings, and that the amounts shown were due for payment.

CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Local Government Act 1996, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

POLICY IMPLICATIONS

Payments have been made under delegation.

FINANCIAL IMPLICATIONS

Funds available to meet expenditure.

STRATEGIC IMPLICATIONS

Nil.

VOTING REQUIREMENTS

Simple majority

OFFICER'S RECOMMENDATION – ITEM 9.2.5

That Council confirm the accounts as presented for August 2014 from the Municipal Fund totalling \$617,557.04 represented by Electronic Funds Transfers of EFT8234-8334 Trust Cheque 431 and Cheque nos 7889-7896

Date: 11/09/2014
Time: 8:38:31AM

Shire of MINGENEW
List of accounts for August 2014

USER: SFO
PAGE: 1

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
431	15/08/2014	MINGENEW SHIRE COUNCIL	MWIRSA TRUST REFUND CA81	T		17,902.50
7889	11/08/2014	MINGENEW SHIRE COUNCIL	Payroll deductions	M		306.00
7890	11/08/2014	SHIRE OF MINGENEW ISA	CHARGES	M		21,399.33
7891	18/08/2014	MINGENEW SHIRE COUNCIL	Payroll deductions	M		306.00
7892	18/08/2014	SYNERGY	POWER	M		2,680.70
7893	18/08/2014	TELSTRA	TELSTRA	M		1,777.68
7894	18/08/2014	WATER CORPORATION	WATER	M		2,023.53
7896	28/08/2014	SYNERGY	POWER	M		6,695.80
EFT8234	06/08/2014	CATWEST	CHARGES	M		121,022.00
EFT8235	11/08/2014	MORAWA SHIRE	CHARGES	M		21,878.42
EFT8236	11/08/2014	PERENJORI SHIRE COUNCIL	CHARGES	M		49,682.48
EFT8237	11/08/2014	SHIRE OF COOROW	CHARGES	M		34,756.50
EFT8238	11/08/2014	Shire Of Three Springs	CHARGES	M		914.31
EFT8239	13/08/2014	Shire of Mingenew - Payroll	PAYROLL	M		29,297.32
EFT8240	13/08/2014	Australian Taxation Office	BAS	M		31,595.99
EFT8241	13/08/2014	Australian Services Union	Payroll deductions	M		25.10
EFT8242	13/08/2014	CHILD SUPPORT AGENCY	Payroll deductions	M		264.71
EFT8243	13/08/2014	LGRCEU	Payroll deductions	M		19.40
EFT8244	13/08/2014	WA SUPER	Superannuation contributions	M		5,048.23

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EFT8245	13/08/2014	PRIME SUPER	Superannuation contributions	M		195.88
EFT8246	15/08/2014	LGIS LIABILITY	INSURANCE	M		15,368.71
EFT8247	15/08/2014	LGIS WORKCARE	INSURANCE	M		19,027.55
EFT8248	15/08/2014	LGIS PROPERTY	INSURANCE	M		48,820.72
EFT8249	15/08/2014	TR HOMES	HOUSE	M		43,499.00
EFT8250	18/08/2014	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	CHARGES	M		265.84
EFT8251	18/08/2014	AMPAC	CHARGES	M		82.50
EFT8252	18/08/2014	Courier Australia	FREIGHT	M		1,436.95
EFT8253	18/08/2014	Norm Coombs	REFUND	M		320.00
EFT8254	18/08/2014	LANDGATE	CHARGES	M		677.60
EFT8255	18/08/2014	D-TRANS	CHARGES	M		72.89
EFT8256	18/08/2014	FREDS MOWER REPAIRS	CHARGES	M		250.20
EFT8257	18/08/2014	GH COUNTRY COURIER	FREIGHT	M		56.67
EFT8258	18/08/2014	GERALDTON EXTINGUISHER SERVICE & SALES	CHARGES	M		1,006.50
EFT8259	18/08/2014	GERALDTON AG SERVICES	GOODS	M		1,334.72
EFT8260	18/08/2014	Great Northern Rural Services	CHARGES	M		197.90
EFT8261	18/08/2014	JR & A HERSEY PTY LTD	GOODS	M		162.36
EFT8262	18/08/2014	SHIRE OF IRWIN	CHARGES	M		231.11

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT8263	18/08/2014	INTEGRAL PROJECT CREATION	CHARGES	M		12,100.00
EFT8264	18/08/2014	KELYN TRAINING SERVICES	CHARGES	M		350.00
EFT8265	18/08/2014	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	CHARGES	M		495.95
EFT8266	18/08/2014	Local Government Managers Australia	SUBSCRIPTION	M		165.00
EFT8267	18/08/2014	RELIANCE PETROLEUM	FUEL	M		12,124.67
EFT8268	18/08/2014	STARICK TYRES	TYRES	M		2,985.73
EFT8269	18/08/2014	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	FEES	M		1,500.00
EFT8270	18/08/2014	MINGENEW SPRING CARAVAN PARK	CHARGES	M		2,664.00
EFT8271	18/08/2014	Parmelia Hilton Perth	CHARGES	M		6,111.20
EFT8272	18/08/2014	PEMCO DIESEL PTY LTD	CHARGES	M		3,576.05
EFT8273	18/08/2014	STATEWIDE BEARINGS	CHARGES	M		35.20
EFT8274	18/08/2014	SLATER-GARTRELL SPORTS	CHARGES	M		1,199.00
EFT8275	18/08/2014	SGFLEET	LEASE	M		837.52
EFT8276	18/08/2014	Shire Of Three Springs	FEES	M		3,946.22
EFT8277	18/08/2014	TRUCKLINE	CHARGES	M		149.60
EFT8279	18/08/2014	WESTRAC PTY LTD	CHARGES	M		172.35
EFT8280	18/08/2014	MINGENEW FABRICATORS	CHARGES	M		93.50
EFT8281	20/08/2014	SHIRE OF MINGENEW PRINTER LEASE, ETC	PRINTER LEASE	M		421.30
EFT8282	20/08/2014	NAB BUSINESS VISA	CREDIT CARD	M		801.85

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EFT8306	27/08/2014	Shire of Mingenew - Payroll	PAYROLL	M		29,471.70
EFT8307	27/08/2014	Australian Services Union	Payroll deductions	M		25.10
EFT8308	27/08/2014	CHILD SUPPORT AGENCY	Payroll deductions	M		264.71
EFT8309	27/08/2014	LGRCEU	Payroll deductions	M		19.40
EFT8310	27/08/2014	WA SUPER	Superannuation contributions	M		5,111.99
EFT8311	27/08/2014	PRIME SUPER	Superannuation contributions	M		195.88
EFT8312	28/08/2014	ABCO PRODUCTS	CHARGES	M		1,057.42
EFT8313	28/08/2014	ASPHALT IN A BAG	MATERIALS	M		3,437.50
EFT8314	28/08/2014	BOC GASES	CHARGES	M		226.34
EFT8315	28/08/2014	BINGO AUSTRALIA PTY LTD	CHARGES	M		198.00
EFT8316	28/08/2014	Courier Australia	FREIGHT	M		696.00
EFT8317	28/08/2014	CY O'CONNOR INSTITUTE	CHARGES	M		1,065.94
EFT8318	28/08/2014	LANDGATE	CHARGES	M		36.55
EFT8319	28/08/2014	FITZGERALD STRATEGIES	CHARGES	M		2,565.63
EFT8320	28/08/2014	FREDS MOWER REPAIRS	CHARGES	M		107.20
EFT8321	28/08/2014	VEOLIA ENVIRONMENTAL SERVICES AUSTRALIA PTY LTD	CHARGES	M		6,978.18
EFT8322	28/08/2014	KLEENHEAT GAS	CHARGES	M		33.00
EFT8323	28/08/2014	CANINE CONTROL	CHARGES	M		986.17
EFT8324	28/08/2014	RELIANCE PETROLEUM	FUEL	M		4,463.42

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EFT8325	28/08/2014	MINGENEW IGA PLUS LIQUOR	GROCERIES	M		511.00
EFT8326	28/08/2014	MINGENEW PAINTING GROUP	DONATION	M		100.00
EFT8327	28/08/2014	PEST A KILL WA	CHARGES	M		2,736.00
EFT8328	28/08/2014	PEMCO DIESEL PTY LTD	CHARGES	M		880.88
EFT8329	28/08/2014	SUNNY SIGN COMPANY PTY LTD	SIGNS	M		188.94
EFT8330	28/08/2014	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN141	M		567.28
EFT8331	28/08/2014	WA LOCAL GOVERNMENT ASSOCIATION	SUBSCRIPTIONS	M		24,324.96
EFT8332	28/08/2014	WESTRAC PTY LTD	CHARGES	M		379.96
EFT8333	28/08/2014	WATTLE GROVE MOTEL	CHARGES	M		310.00
EFT8334	28/08/2014	YOUNG MOTORS PTY LTD	CHARGES	M		285.65

REPORT TOTALS

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	599,654.54
T	TRUST- NATIONAL AUST BANK	17,902.50
TOTAL		617,557.04

NATIONAL BUSINESS MASTERCARD

01 August to 31st August 2014

CEO - MIKE SULLY

Bank Fees	\$	9.00
	\$	9.00

Work's Manager - Warren Borrett

Bearings	\$	44.00
Bearings	\$	44.00
Mudguard	\$	80.39
Plate transfer fee	\$	27.65
Bank Fees	\$	9.00
	\$	205.04

Manager of Admin and Finance - Cameron Watson

Internet Fees	\$	279.85
Refreshements at conference	\$	12.40
Refreshements at conference	\$	12.20
Uniform	\$	431.75
Refreshements at conference	\$	8.40
Diesel	\$	78.62
Battery for mobile	\$	23.27
Bank Fees	\$	9.00
	\$	855.49

Total Direct Debit Payment made on 1st August 2014	\$	1,069.53
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POLICE LICENSING

Direbt Debits from Muni Account

01 August to 31st August 2014

Friday, 1 August 2014	\$	431.20
Monday, 4 August 2014	\$	727.25
Tuesday, 5 August 2014	\$	1,328.50
Wednesday, 6 August 2014	\$	832.50
Thursday, 7 August 2014	\$	81.40
Friday, 8 August 2014	\$	526.05
Monday, 11 August 2014	\$	1,114.20
Tuesday, 12 August 2014	\$	871.20
Wednesday, 13 August 2014	\$	104.20

Thursday, 14 August 2014	\$ 1,316.35
Friday, 15 August 2014	\$ 3,567.45
Monday, 18 August 2014	\$ 8,726.10
Tuesday, 19 August 2014	\$ 1,037.80
Wednesday, 20 August 2014	\$ 358.75
Thursday, 21 August 2014	\$ 181.10
Friday, 22 August 2014	\$ 701.55
Tuesday, 26 August 2014	\$ 111.55
Wednesday, 27 August 2014	\$ 71.65
Thursday, 28 August 2014	\$ 766.15
Friday, 29 August 2014	\$ 638.95
	\$ 23,493.90

BANK FEES

Direct debits from Muni Account 01 August to 31st August 2014

Total direct debited from Municipal Account	\$ 262.60
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PAYROLL

Direct Payments from Muni Account 01 August to 31st August 2014

Wednesday, 13th August 2014	\$ 40,206.01
Wednesday, 27th August 2014	\$ 40,558.67
	\$ 80,764.68

- 10.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
- 11.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
 - 11.1 ELECTED MEMBERS
 - 11.2 STAFF
- 12.0 CONFIDENTIAL ITEMS
- 13.0 TIME AND DATE OF NEXT MEETING

That the next Ordinary Council Meeting be held on 15 October 2014.

- 14.0 CLOSURE