



# Minutes

## **Ordinary Meeting of Council**

Ordinary Meeting of Council held in the **Shire of Jerramungup Council Chambers, 19 September 2018.**

## **Open Council Meeting Procedures**

1. All Council meetings are open to the public, except for matters raised by Council under “confidential items”.
2. Members of the public may ask a question at an ordinary Council meeting under “public question time”.
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceeding, just raise your hand when the presiding member announces public question time.
4. All other arrangements are in accordance with the Council’s Code of Conduct, policies and decisions of the Shire.

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**DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The President declared meeting opened at 2:12pm.

**RECORD OF ATTENDANCE**

Cr R Lester	Shire President
Cr Iffla	Deputy Shire President
Cr A Price	Elected Member
Cr J Leenhouders	Elected Member
Cr R Parsons	Elected Member
Cr B Trevaskis	Elected Member
Cr Bailey	Elected Member
Mr M Cuthbert	Chief Executive Officer
Ms C Solomon	Deputy CEO
Mr C Pursey	Manager of Development
Mr M Flett	Manager Works
Ms L Levi	Executive Assistant

**APOLOGIES**

Nil

**LEAVE OF ABSENCE PREVIOUSLY APPROVED**

Nil

**PUBLIC QUESTION TIME**

Nil

**APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**PETITIONS/DEPUTATIONS/PRESENTATIONS**

Nil

**DECLARATIONS OF FINANCIAL INTEREST**

Nil

**CONFIRMATION OF MINUTES**

Ordinary Council Meeting held 15 August 2018.

**That Council CONFIRM the Minutes of the Ordinary Council Meeting held 15 August 2018.**

**OC180901 Moved Cr Bailey / Seconded Cr Iffla**

**That Council CONFIRM the Minutes of the Ordinary Council Meeting held 15 August 2018.**

**Carried 7 – 0**

**W O R K S**

<b>SUBMISSION TO:</b>	<b>Works</b>
<b>AGENDA REFERENCE:</b>	<b>10.1.1</b>
<b>SUBJECT:</b>	<b>Works Report</b>
<b>LOCATION/ADDRESS:</b>	<b>Shire of Jerramungup</b>
<b>AUTHOR:</b>	<b>Murray Flett</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>11 September 2018</b>

### **ATTACHMENT/S**

10.1.1(a) – 2018/2019 Construction Program – September Update.

### **ROAD CONSTRUCTION**

This month the Construction crew finished gravel sheeting 5km section of Lake Magenta Road. The project will be completed next year when the last 5kms of gravel sheeting is finished. This has been an ongoing project over four years and these works have significantly improved the running surface of the road for heavy vehicles accessing this busy commodity route.

The crew moved to Brook Road and commenced gravel sheeting the next 3km section, continuing last year's works.

Attached is the 2018/2019 construction program – September update.

### **TOWN SERVICES**

The Town Services crew recently combined forces with students from the Great Southern Technical and Further Education (TAFE) campus who are studying Cert III Conservation and Land Management (CLM) in undertaking a vegetation rehabilitation project on Devils Creek Road. The exposure to this type of rehabilitation works has provided invaluable experience to the students in achieving units of competency for their studies and has also provided a great benefit to the Shire in delivering this project. It is envisaged that future rehabilitation works will be undertaken in conjunction with Cert III & Cert IV TAFE students which can only benefit both parties in achieving desired outcomes.

The crew have been undertaking maintenance of sealed roads in both Bremer Bay and Jerramungup town sites. The weed germination has kept the crew busy in both town areas whilst also undertaking general maintenance of the parks and gardens.

The crew have also been assisting the main contractor Earthcare with delivery of the Skate Park and refurbishment works at the Paperbarks Park BBQ area.

### **ROAD MAINTENANCE**

With these reasonably dry conditions, the crew have been focussing on maintaining not only the running surface, but also offshoot drains, back-slopes, the inside of curves and sight lines at intersections to improve driving conditions for the road user.

Routine Maintenance grading and gravel patching is continuing on roads in both the Bremer Bay and Jerramungup areas. The crew have been gravel sheeting clay sections to improve the skid resistance of these areas. This will be an ongoing commitment until all clay sections have been rectified.

### **STATUTORY REQUIREMENTS**

Nil.

**STRATEGIC IMPLICATIONS**

This item relates to the following component from the Shire of Jerramungup Community Plan 2016 - 2026;

**Aspiration 3.4:** To lobby, advocate for and deliver a first class transport and telecommunications network.

**FINANCIAL IMPLICATIONS**

Nil.

**POLICY IMPLICATIONS**

Nil.

**WORKFORCE IMPLICATIONS**

This report provides an overview of the outside workforce operations for a one month period.

**VOTING REQUIREMENTS**

Simple Majority.

**COMMENTS**

Nil.

**RECOMMENDATION**

**That Council RECEIVES the works report for August 2018.**

**OC180902 Moved Cr Price /Seconded Cr Parsons**

**That Council RECEIVES the works report for August 2018.**

**Carried 7 – 0**



# **F I N A N C E**



<b>SUBMISSION TO:</b>	<b>Finance</b>
<b>AGENDA REFERENCE:</b>	<b>10.2.1</b>
<b>SUBJECT:</b>	<b>Accounts Payable</b>
<b>LOCATION/ADDRESS:</b>	<b>Shire of Jerramungup</b>
<b>AUTHOR:</b>	<b>Sarah Van Elden</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>07 September 2018</b>

**ATTACHMENT/S**

10.2.1(a) – List of Accounts Paid to 31 August 2018

10.2.1(b) – Credit Card Statement 09 July 2018 – 21 August 2018

**BACKGROUND**

<b>FUND</b>	<b>VOUCHERS</b>	<b>AMOUNTS</b>
<b>Municipal Account</b>		
<b>Last Cheque Used</b>	28165	
	EFT 15124 – 15216	\$ 663,236.43
	Cheque 28166	\$ 21,560.00
	Direct Deposit	\$ 29,603.46
<b>Municipal Account Total</b>		\$ 714,399.89
<b>Trust Account</b>		
	Direct Deposit	\$ 302.88
<b>Trust Account Total</b>		\$ 302.88
<b>Grand Total</b>		\$ 714,702.77

**CERTIFICATE**

This schedule of accounts as presented, which was submitted to each member of the Council, has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices computation, and costings and the amounts shown have been paid.

**VOTING REQUIREMENTS**

Simple Majority

**RECOMMENDATION**

That Council, pursuant to regulation 13 of the *Local Government (Financial Management) Regulations 1996*, RECEIVE;

- a) The List of Accounts Paid to 31 July 2018 as detailed in Attachment 10.2.1(a).
- b) The Credit Card Statement 09 July 2018 – 21 August 2018 as detailed in attachment 10.2.1(b).

**OC180903 Moved Price /Seconded Bailey**

**That Council, pursuant to regulation 13 of the *Local Government (Financial Management) Regulations 1996*, RECEIVE;**

- a) The List of Accounts Paid to 31 July 2018 as detailed in Attachment 10.2.1(a).**
- b) The Credit Card Statement 09 July 2018 – 21 August 2018 as detailed in attachment 10.2.1(b).**

**Carried 7 – 0**

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Time: 11:00:12AM

**Shire of Jerramungup**  
**Accounts Payable Report**

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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15124	09/08/2018	CHILD SUPPORT	Payroll deductions	1		518.91
INV DEDUCT08/08/2018		CHILD SUPPORT	Payroll deductions		518.91	
EFT15125	10/08/2018	SYNERGY	STREET LIGHT CHARGES 2/7/18 - 1/8/18	1		4,669.05
INV 4765964231/07/2018		SYNERGY	Electricity Account 14/05/18 - 31/07/18 - Fisheries		285.90	
INV 7040728231/07/2018		SYNERGY	Electricity Account 31/05/18 - 31/07/18 - Boxwood Hill Fire Shed		41.85	
INV 5955058701/08/2018		SYNERGY	STREET LIGHT CHARGES 2/7/18 - 1/8/18		4,341.30	
EFT15126	10/08/2018	TELSTRA	Mobile Phone Charges to 22 July 2018	1		3,424.95
INV 4566063622/07/2018		TELSTRA	Mobile Phone Charges to 22 July 2018		1,275.09	
INV 6344067727/07/2018		TELSTRA	Service & Equipment rental up to 22/8/18		34.95	
INV 6273833630/07/2018		TELSTRA	Service & Equipment Rental up to 22/8/18		94.94	
INV 6336244030/07/2018		TELSTRA	Usage Charges to 22/07/18		1,114.94	
INV 6318724527/07/2018		TELSTRA	Usage Charges to 22/07/18 - Doctor's Surgery		392.67	
INV 6335743027/07/2018		TELSTRA	Services & Equipment Rental up to 22/08/18		37.94	
INV 6336743027/07/2018		TELSTRA	Services & Equipment Rental up to 22/08/2018 Usage Charges up to 22/07/18		38.90	
INV 0985677627/07/2018		TELSTRA	Services & Equipment Rental up to 22/08/2018 Usage Charges up to 22/07/18		435.52	
EFT15127	10/08/2018	HANSON CONSTRUCTION MATERIALS PTY LTD	91.90TONNE 10mm SINGLE SIZE AGGREGATE	1		3,917.24
INV 7143061502/08/2018		HANSON CONSTRUCTION MATERIALS PTY LTD	91.90TONNE 10mm SINGLE SIZE AGGREGATE		3,917.24	
EFT15128	10/08/2018	LANDMARK OPERATIONS LIMITED	6x 20ltr Hydrochloric Acid	1		455.40
INV 9007828610/07/2018		LANDMARK OPERATIONS LIMITED	6x 20ltr Hydrochloric Acid		455.40	
EFT15129	10/08/2018	ITVISION	MONTHLY RATES PROCESSING SERVICE FOR THE MONTH OF JULY 2018	1		4,607.35
INV 30184	31/07/2018	ITVISION	On Demand Recording Subscription, 01/07/2018 - 30/06/2019		1,926.10	

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INV 30185	31/07/2018	ITVISION	MONTHLY RATES PROCESSING SERVICE FOR THE MONTH OF JULY 2018		2,681.25	
EFT15130	10/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	Accommodation for Cr Jo Iffla	1		760.00
INV 285861	03/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	Accommodation for Cr Jo Iffla		380.00	
INV 285854	03/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	Accommodation For Martin Cuthbert		380.00	
EFT15131	10/08/2018	CEMETERIES & CREMATORIA ASSOCIATION OF WA	Ordinary Membership 01/07/2018 - 30/06/2019	1		120.00
INV 0000166119/07/2018		CEMETERIES & CREMATORIA ASSOCIATION OF WA	Ordinary Membership 01/07/2018 - 30/06/2019		120.00	
EFT15132	10/08/2018	RICOH AUSTRALIA PTY LTD	1x Printer Cartridge for DOT Printer	1		172.70
INV 1229369129/05/2018		RICOH AUSTRALIA PTY LTD	1x Printer Cartridge for DOT Printer		172.70	
EFT15133	10/08/2018	BREMER PRODUCE	BREMER BAY CONTRACT CLEANING SERVICES JULY 2018	1		12,759.10
INV 78	31/07/2018	BREMER PRODUCE	BREMER BAY CONTRACT CLEANING SERVICES JULY 2018		12,759.10	
EFT15134	10/08/2018	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	VARIOUS ADMIN SOFTWARE SUPPORT	1		595.00
INV 23869	31/07/2018	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	Various IT Support - Printer Setup & Monthly Fee for Daily Monitoring, Management & Resolution of Disaster Recovery Options at Site		127.50	
INV 23841	24/07/2018	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	VARIOUS ADMIN SOFTWARE SUPPORT		467.50	
EFT15135	10/08/2018	FIRST HEALTH SERVICES	SERVICE FEE FOR THE MONTH OF AUGUST 2018 PURSUANT TO CLAUSE 5.1 OF THE BUSINESS SERVICES AGREEMENT WITH RESPECT TO THE JERRAMUNGUP MEDICAL CENTRE	1		15,264.73
INV 0000810101/08/2018		FIRST HEALTH SERVICES	SERVICE FEE FOR THE MONTH OF AUGUST 2018 PURSUANT TO CLAUSE 5.1 OF THE BUSINESS SERVICES AGREEMENT WITH RESPECT TO THE JERRAMUNGUP MEDICAL CENTRE		15,264.73	

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EFT15136	10/08/2018	OCEANSIDE PLUMBING AND GAS	Repairs to drain at Paperbarks Toilets	1		141.46
INV 0000045928/07/2018		OCEANSIDE PLUMBING AND GAS	Repairs to drain at Paperbarks Toilets		141.46	
EFT15137	10/08/2018	JP PROMOTIONS PTY LTD	POLO SHIRT ORDER	1		794.20
INV INV1666d13/07/2018		JP PROMOTIONS PTY LTD	POLO SHIRT ORDER		794.20	
EFT15138	10/08/2018	SATELLITE TELEVISION & RADIO AUSTRALIA PTY LTD	Conduct Annual Maintenance at Bremer Bay radio Re-transmission site & replace faulty satellite decoder	1		1,967.90
INV INV-503 01/08/2018		SATELLITE TELEVISION & RADIO AUSTRALIA PTY LTD	Conduct Annual Maintenance at Bremer Bay radio Re-transmission site & replace faulty satellite decoder		1,967.90	
EFT15139	10/08/2018	DROP IN MECH	JP006: 216,613km Service	1		1,402.72
INV INV-055130/07/2018		DROP IN MECH	JP006: 216,613km Service		704.00	
INV INV-055306/08/2018		DROP IN MECH	JP0041: Check & Repair Steering + Travel. 1TLV361: Put Jumper Cales on battery to lift up ramps		698.72	
EFT15140	10/08/2018	CLEANAWAY WASTE MANAGEMENT LIMITED	TRANSFER STATION BIN RENTAL	1		23,115.05
INV 9816172 31/07/2018		CLEANAWAY WASTE MANAGEMENT LIMITED	REFUSE MONTHLY COLLECTIONS JULY 2018		8,383.14	
INV 9816173 31/07/2018		CLEANAWAY WASTE MANAGEMENT LIMITED	RECYCLE MONTHLY COLLECTIONS JULY 2018		5,992.93	
INV 9813867 31/07/2018		CLEANAWAY WASTE MANAGEMENT LIMITED	TRANSFER STATION BIN RENTAL		8,398.50	
INV 9816174 31/07/2018		CLEANAWAY WASTE MANAGEMENT LIMITED	ADDITIONAL MONTHLY SERVICES JULY 2018		340.48	
EFT15141	10/08/2018	EARTHCARE (AUSTRALIA) PTY LTD	INVOICE FOR WORKS AT BREMER BAY SKATEPARK, AND LANDSCAPE WORS AT CIVIC SQUARE AND PAPERBARK PARK	1		270,928.48
INV INV-437231/07/2018		EARTHCARE (AUSTRALIA) PTY LTD	INVOICE FOR WORKS AT BREMER BAY SKATEPARK, AND LANDSCAPE WORS AT CIVIC SQUARE AND PAPERBARK PARK		270,928.48	
EFT15142	10/08/2018	Yourspace Web Design	DESIGN OF POSTERS AND INVITATIONS FOR BREMER BAY CIVIC SQUARE AND SKATE PARK OPENING EVENT	1		560.00

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INV 00430	17/07/2018	Yourspace Web Design	DESIGN OF POSTERS AND INVITATIONS FOR BREMER BAY CIVIC SQUARE AND SKATE PARK OPENING EVENT		560.00	
EFT15143	10/08/2018	JD & NL SPINKS	Freight for delivery of materials from Metroll - Shed Cladding	1		220.00
INV INV-083725/07/2018		JD & NL SPINKS	Freight for delivery of materials from Metroll - Shed Cladding		220.00	
EFT15144	10/08/2018	Albany Screenprinters	1x Flag with Bremer Bay Skatepark Emblem for Playground	1		260.00
INV 3243	02/08/2018	Albany Screenprinters	1x Flag with Bremer Bay Skatepark Emblem for Playground		260.00	
EFT15145	10/08/2018	Town of Cottesloe	Reimbursement of Long Service Leave - Elena Boull	1		2,749.96
INV 9297	19/07/2018	Town of Cottesloe	Reimbursement of Long Service Leave - Elena Boull		2,749.96	
EFT15146	10/08/2018	LANDGATE	GROSS RENTAL VALUATIONS CHARGEABLE: SCHEDULE 2018/4 (7/4/18 - 29/6/18) & M2018/3 (8/6/18 - 4/7/18)	1		92.20
INV 341615 - 27/07/2018		LANDGATE	GROSS RENTAL VALUATIONS CHARGEABLE: SCHEDULE 2018/4 (7/4/18 - 29/6/18) & M2018/3 (8/6/18 - 4/7/18)		66.50	
INV JULY 20103/08/2018		LANDGATE	ONLINE LAND ENQUIRY TRANSACTION SUMMARY - JULY 2018		25.70	
EFT15147	10/08/2018	JERRAMUNGUP ENTERPRISES	JP0011: 3x Filters	1		567.59
INV 0007627322/06/2018		JERRAMUNGUP ENTERPRISES	JP009: Various Nuts, Bolts & Washers		82.02	
INV 0007600204/06/2018		JERRAMUNGUP ENTERPRISES	JP0011: 2x Filters		145.06	
INV 0007603208/06/2018		JERRAMUNGUP ENTERPRISES	JP0011: 3x Filters		340.51	
EFT15148	10/08/2018	CJD EQUIPMENT PTY LTD	JP0015: 5,523kms SERVICE	1		210.09
INV 0062178530/07/2018		CJD EQUIPMENT PTY LTD	JP0015: 5,523kms SERVICE		210.09	
EFT15149	10/08/2018	HASELL DISTRICT TRADERS	1LTR WEATHERSHIELD	1		63.45
INV 1006099726/07/2018		HASELL DISTRICT TRADERS	JP005: Ratchet Tie Down Strap		19.50	
INV 1006107007/08/2018		HASELL DISTRICT TRADERS	1x ALL PURPOSE BRUSH		3.95	
INV 1006107307/08/2018		HASELL DISTRICT TRADERS	1LTR WEATHERSHIELD		40.00	

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EFT15150	10/08/2018	SHIRE OF RAVENSTHORPE	Community Emergency Services Officer Contribution - Quarter 4 2017/2018	1		4,659.20
INV 2665	24/07/2018	SHIRE OF RAVENSTHORPE	Community Emergency Services Officer Contribution - Quarter 4 2017/2018		4,659.20	
EFT15151	10/08/2018	ALLAN CAMPBELL & CO	Freight Charges from Bremer Bay to Jerramungup & Return - July 2018	1		88.00
INV JULY 2013	31/07/2018	ALLAN CAMPBELL & CO	Freight Charges from Bremer Bay to Jerramungup & Return - July 2018		88.00	
EFT15152	10/08/2018	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	Analytical Services - Population 1123 - 2018/2019 Financial Year	1		504.90
INV MA2018	01/08/2018	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	Analytical Services - Population 1123 - 2018/2019 Financial Year		504.90	
EFT15153	10/08/2018	STATE LAW PUBLISHER, DEPARTMENT OF PREMIER & CABINET	GOVERNMENT GAZETTE ADVERTISING NO. 110 PL402 LPS NO. 2 AMENDMENT NO. 13	1		218.04
INV 161454	19/07/2018	STATE LAW PUBLISHER, DEPARTMENT OF PREMIER & CABINET	GOVERNMENT GAZETTE ADVERTISING NO. 110 PL402 LPS NO. 2 AMENDMENT NO. 13		218.04	
EFT15154	10/08/2018	ASH-MON LAWN MOWING SERVICE	Bremer Bay transfer Station: 27/7/18 - 8/8/18	1		840.00
INV 3066	08/08/2018	ASH-MON LAWN MOWING SERVICE	Bremer Bay transfer Station: 27/7/18 - 8/8/18		840.00	
EFT15155	10/08/2018	TOBRUK TRADERS	Fuel Purchases for the month of July 2018	1		676.96
INV 29159	31/07/2018	TOBRUK TRADERS	Fuel Purchases for the month of July 2018		676.96	
EFT15156	10/08/2018	EASTERN GREAT SOUTHERN PETROLEUM	4600Ltrs Diesel Fuel Delivered to JMP Depot	1		15,241.50
INV JULY'18	31/07/2018	EASTERN GREAT SOUTHERN PETROLEUM	JP006: 1/20ltr Vecton CJ 4 15W 40		146.38	
INV JULY 2013	31/07/2018	EASTERN GREAT SOUTHERN PETROLEUM	RETAIL CUSTOMER FUEL CARDS - JULY 2018		2,451.27	
INV I006422	26/07/2018	EASTERN GREAT SOUTHERN PETROLEUM	4600Ltrs Diesel Fuel Delivered to JMP Depot		6,707.53	
INV 268929	02/08/2018	EASTERN GREAT SOUTHERN PETROLEUM	4010Ltrs Diesel Fuel Delivered to JMP Depot		5,936.32	
EFT15157	10/08/2018	BAREFOOT CLOTHING MANUFACTURERS	EMP 154 UNIFORM	1		107.25
INV 149116	12/07/2018	BAREFOOT CLOTHING MANUFACTURERS	EMP 154 UNIFORM		107.25	

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EFT15158	10/08/2018	DX PRINT GROUP PTY LTD	5000X DL WINDOWFACE ENVELOPES	1		451.00
INV 0009023216/07/2018		DX PRINT GROUP PTY LTD	5000X DL WINDOWFACE ENVELOPES		451.00	
EFT15159	10/08/2018	JERRAMUNGUP B&B & CATERING	CATERING FOR 18X PEOPLE FOR JULY 2018 COUNCIL MEETING	1		360.00
INV 25	18/07/2018	JERRAMUNGUP B&B & CATERING	CATERING FOR 18X PEOPLE FOR JULY 2018 COUNCIL MEETING		360.00	
EFT15160	10/08/2018	LOCAL GOVERNMENT SUPERVISORS ASSOCIATION	EMP169: Registration for Works Managers Conference 15 & 16 August 2018	1		1,094.50
INV 000969	30/07/2018	LOCAL GOVERNMENT SUPERVISORS ASSOCIATION	EMP169: Registration for Works Managers Conference 15 & 16 August 2018		1,094.50	
EFT15161	21/08/2018	LGISWA	LGIS CRIME 2018/2019	1		1,136.04
INV 100-131106/07/2018		LGISWA	LGIS CRIME 2018/2019		1,136.04	
EFT15162	21/08/2018	JCB CONSTRUCTION EQUIPMENT AUSTRALIA	Purchase 1 only 12 Tonne Dynapac Steel Vibe Roller, Trade In Vibromax VM116 & Bomag BW24	1		145,200.00
INV P2610	15/08/2018	JCB CONSTRUCTION EQUIPMENT AUSTRALIA	Purchase 1 only 12 Tonne Dynapac Steel Vibe Roller, Trade In Vibromax VM116 & Bomag BW24		145,200.00	
EFT15163	21/08/2018	AUSTRALIAN TAXATION OFFICE	June 2018 BAS amendment	1		1,747.00
INV JUNE AM30/06/2018		AUSTRALIAN TAXATION OFFICE	June 2018 BAS amendment		1,747.00	
EFT15164	22/08/2018	GREAT SOUTHERN TOYOTA	Purchase 1x New Toyota Prado as per Quote 23802 (5) - CEO vehicle	1		16,164.17
INV RI31002522/08/2018		GREAT SOUTHERN TOYOTA	Purchase 1x New Toyota Prado as per Quote 23802 (5) - CEO vehicle		16,164.17	
EFT15165	23/08/2018	CHILD SUPPORT	Payroll deductions	1		518.91
INV DEDUCT22/08/2018		CHILD SUPPORT	Payroll deductions		518.91	
EFT15166	24/08/2018	TELSTRA	SMS Text Messaging Service	1		185.46
INV 4566063702/08/2018		TELSTRA	SMS Text Messaging Service		185.46	
EFT15167	24/08/2018	WATER CORPORATION	WATER USE & SERVICE CHARGE	1		2,928.58



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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 9007793314/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		54.99	
INV 9007793214/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		53.90	
INV 9007793214/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		77.43	
INV 9007793214/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		60.62	
INV 9007793014/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		350.87	
INV 9007792914/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		53.90	
INV 9007792814/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		60.62	
INV 9007792714/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		43.81	
INV 9007792714/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		272.96	
INV 9007792714/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		43.81	
INV 9007792414/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		74.12	
INV 9007792314/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		23.91	
INV 9007792014/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		153.62	
INV 9007792014/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		50.53	
INV 9007791414/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		97.60	
INV 9007791214/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		99.84	
INV 9007791114/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		52.22	
INV 9007793514/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		193.67	
INV 9007796414/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		61.82	
INV 9016615314/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		285.61	
INV 9020378914/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		227.15	
INV 9007792114/08/2018		WATER CORPORATION	WATER USE & SERVICE CHARGE		535.58	
EFT15168	24/08/2018	HANSON CONSTRUCTION MATERIALS PTY LTD	45.50 Tonne 10mm Single Size Aggregate for Gairdner South Road	1		3,872.48
INV 7144305609/08/2018		HANSON CONSTRUCTION MATERIALS PTY LTD	45.50 Tonne 10mm Single Size Aggregate for Gairdner South Road		1,939.44	

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INV 7145283714/08/2018		HANSON CONSTRUCTION MATERIALS PTY LTD	45.35 TONNE 10MM SINGLE SIZE AGGREGATE - JACUP NORTH ROAD		1,933.04	
EFT15169	24/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	3X NIGHTS ACCOMMODATION ROBERT LESTER	1		620.00
INV 285988	03/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	1X NIGHT ACCOMMODATION MARTIN CUTHBERT		240.00	
INV 285862	03/08/2018	MOUNTS BAY WATERS APARTMENT HOTEL P/L	3X NIGHTS ACCOMMODATION ROBERT LESTER		380.00	
EFT15170	24/08/2018	S & E ELECTRICAL	Replace 2x Fluoro Light Fittings at the Bremer Bay CRC	1		281.85
INV 0000680009/08/2018		S & E ELECTRICAL	Replace 2x Fluoro Light Fittings at the Bremer Bay CRC		281.85	
EFT15171	24/08/2018	BREMER BAY LANDSCAPE	SEALED WALLS AT TOOREBURRUP HILL WATER CATCHMENT	1		500.00
INV 1440	01/08/2018	BREMER BAY LANDSCAPE	SEALED WALLS AT TOOREBURRUP HILL WATER CATCHMENT		500.00	
EFT15172	24/08/2018	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	Work on EA Laptop, Preconfigure new PC's, Make space on Synergy	1		722.50
INV 23907	16/08/2018	PERFECT COMPUTER SOLUTIONS PTY LTD (PCS)	Work on EA Laptop, Preconfigure new PC's, Make space on Synergy		722.50	
EFT15173	24/08/2018	FIRST HEALTH SERVICES	Adjustment to service fee since October 2017 - 5% increase as per Clause 5.1E	1		7,268.92
INV 0000809515/07/2018		FIRST HEALTH SERVICES	Adjustment to service fee since October 2017 - 5% increase as per Clause 5.1E		7,268.92	
EFT15174	24/08/2018	OCEANSIDE PLUMBING AND GAS	UNBLOCK DRAIN AT SPORTS CLUB / ENTERTAINMENT CENTRE	1		364.60
INV 0000046114/08/2018		OCEANSIDE PLUMBING AND GAS	UNBLOCK DRAIN AT SPORTS CLUB / ENTERTAINMENT CENTRE		364.60	
EFT15175	24/08/2018	DROP IN MECH	JP70079: REPAIRS TO BEARINGS	1		2,107.25
INV INV-055514/08/2018		DROP IN MECH	JP70079: REPAIRS TO BEARINGS		1,188.00	
INV INV-055616/08/2018		DROP IN MECH	JP0085: 110,000 SERVICE, JP4816: REPAIRS TO HYDRAULICS		919.25	
EFT15176	24/08/2018	ALBANY AUTOMOTIVE GROUP PTY LTD	JP001: 60,000km Service	1		570.00

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INV 1476731	09/08/2018	ALBANY AUTOMOTIVE GROUP PTY LTD	JP001: 60,000km Service		570.00	
EFT15177	24/08/2018	Bremer Bay Mechanical Pty Ltd	Pump Repairs to Boxwood Hill 2.4R	1		6,365.00
INV 1193	06/07/2018	Bremer Bay Mechanical Pty Ltd	Pump Repairs to Boxwood Hill 2.4R		5,725.00	
INV 1275	17/08/2018	Bremer Bay Mechanical Pty Ltd	JP0034: REMOVE & FIT 2X NEW TYRES		640.00	
EFT15178	24/08/2018	MGS Holdings Pty Ltd T/A Drone Shop Perth	Phantom 4 Pro V2.0 and Spare Battery	1		2,589.00
INV 0000319311/08/2018		MGS Holdings Pty Ltd T/A Drone Shop Perth	Phantom 4 Pro V2.0 and Spare Battery		2,589.00	
EFT15179	24/08/2018	Albany Leading Edge Hi-Fi & Communications	PA System - 120w Portable	1		4,777.00
INV 5461	15/08/2018	Albany Leading Edge Hi-Fi & Communications	PA System - 120w Portable		4,777.00	
EFT15180	24/08/2018	Wellstead Rural Service	DIESEL FUEL FOR BOXWOOD HILL FIRE TRUCK (1DFU098)	1		191.35
INV DI75254331/07/2018		Wellstead Rural Service	DIESEL FUEL FOR BOXWOOD HILL FIRE TRUCK (1DFU098)		191.35	
EFT15181	24/08/2018	AUSTRALIA POST	Postage for the month of July 2018	1		349.85
INV 1007716703/08/2018		AUSTRALIA POST	Postage for the month of July 2018		349.85	
EFT15182	24/08/2018	RJ & AL FURNISS	Repair Oven at Rootpickers Hall	1		80.00
INV 419	09/08/2018	RJ & AL FURNISS	Repair Oven at Rootpickers Hall		80.00	
EFT15183	24/08/2018	JERRAMUNGUP ENTERPRISES	JP008: VARIOUS PARTS	1		543.53
INV 0007708729/07/2018		JERRAMUNGUP ENTERPRISES	JP4816: Various Parts		18.37	
INV 0007649218/07/2018		JERRAMUNGUP ENTERPRISES	JP0011: Various Grader Parts		34.16	
INV 0007702321/07/2018		JERRAMUNGUP ENTERPRISES	JP006: Fuel Kit & Oil		229.20	
INV 0007647216/07/2018		JERRAMUNGUP ENTERPRISES	JP008: VARIOUS PARTS		261.80	
EFT15184	24/08/2018	STATE LIBRARY OF WESTERN AUSTRALIA	Delivery of Better Beginnings Program - 2018/19 Based on Annual birth Figure of 15	1		82.50
INV RI02051726/07/2018		STATE LIBRARY OF WESTERN AUSTRALIA	Delivery of Better Beginnings Program - 2018/19 Based on Annual birth Figure of 15		82.50	

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EFT15185	24/08/2018	JASON SIGNMAKERS	Street Signs - 2x Mary Road, 1x Mary Street	1		194.70
INV 189499	09/08/2018	JASON SIGNMAKERS	Street Signs - 2x Mary Road, 1x Mary Street		194.70	
EFT15186	24/08/2018	JERRAMUNGUP ELECTRICAL SERVICE	INSTAL NEW AIRCONDITIONING UNIT AT ADMIN OFFICE	1		4,900.50
INV 0001171807/08/2018		JERRAMUNGUP ELECTRICAL SERVICE	CHECK AIR CONDITIONING VENTS @ FBG		60.50	
INV 0001172102/07/2018		JERRAMUNGUP ELECTRICAL SERVICE	INSTAL NEW AIRCONDITIONING UNIT AT ADMIN OFFICE		4,840.00	
EFT15187	24/08/2018	BOC GASES	Argoshield & Oxygen Medical C Size	1		17.15
INV 5004113229/07/2018		BOC GASES	Argoshield & Oxygen Medical C Size		17.15	
EFT15188	24/08/2018	BOXWOOD HILL COMBINED SPORTS CLUB	2018/2019 BUDGET REQUEST: 1/3 RUNNING COSTS, 1/3 FOOTBAL LIGHTING PROJECT, 1/3 HALL UPGRADE	1		19,221.00
INV 0000181916/08/2018		BOXWOOD HILL COMBINED SPORTS CLUB	2018/2019 BUDGET REQUEST: 1/3 RUNNING COSTS, 1/3 FOOTBAL LIGHTING PROJECT, 1/3 HALL UPGRADE		19,221.00	
EFT15189	24/08/2018	HITACHI CONSTRUCTION MACHINERY (AUSTRALIA) P/L	JP0019: 2500hr Service	1		2,505.73
INV IS502102:13/08/2018		HITACHI CONSTRUCTION MACHINERY (AUSTRALIA) P/L	JP0019: 2500hr Service		2,505.73	
EFT15190	24/08/2018	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA (LGPA)	2018/2019 MEMBERSHIP	1		531.00
INV 8632	11/07/2018	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA (LGPA)	2018/2019 MEMBERSHIP		531.00	
EFT15191	24/08/2018	PACIFIC BRANDS - THE WORKWEAR GROUP	Uniform Order 2018/2019 - Emp 178	1		341.65
INV 1069285326/07/2018		PACIFIC BRANDS - THE WORKWEAR GROUP	Uniform Order 2018/2019 - Emp 160		61.60	
INV 1071939203/08/2018		PACIFIC BRANDS - THE WORKWEAR GROUP	Uniform Order 2018/2019 - Emp 178		280.05	
EFT15192	24/08/2018	GRAMAX DELIVERIES	Loader Hire for Green Waste: 10/05/2018 - 19/06/2018	1		550.00
INV 4982	09/08/2018	GRAMAX DELIVERIES	Loader Hire for Green Waste: 10/05/2018 - 19/06/2018		550.00	
EFT15193	24/08/2018	BREMER BAY COMMUNITY RESOURCE CENTRE	Library Service Agreement, General Services Agreement, Library Book Qtr Allowance & Library Training Allowance 2018/2019	1		11,364.71

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INV 0001319608/08/2018		BREMER BAY COMMUNITY RESOURCE CENTRE	June 2018 Cleaning		840.00	
INV 0001319508/08/2018		BREMER BAY COMMUNITY RESOURCE CENTRE	July 2018 Cleaning		900.00	
INV 0001319708/08/2018		BREMER BAY COMMUNITY RESOURCE CENTRE	Library Service Agreement, General Services Agreement, Library Book Qtr Allowance & Library Training Allowance 2018/2019		9,624.71	
EFT15194	24/08/2018	CITY OF ALBANY	SLWA REGIONAL SUBSIDY - SHARED LIBRARY MANAGEMENT SYSTEM	1		3,218.60
INV 81115	08/08/2018	CITY OF ALBANY	SLWA REGIONAL SUBSIDY - SHARED LIBRARY MANAGEMENT SYSTEM		3,218.60	
EFT15195	24/08/2018	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	WALGA Subscriptions 01/07/2018 - 30/06/2019	1		17,489.95
INV I3071653	16/07/2018	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	WALGA Subscriptions 01/07/2018 - 30/06/2019		17,489.95	
EFT15196	24/08/2018	BUILDING COMMISSION - Department of Mines, Industry Regulation and Safety (DMIRS)	Building Service Levy Fee July 2018 Less Commission	1		169.95
INV JULY 20106/08/2018		BUILDING COMMISSION - Department of Mines, Industry Regulation and Safety (DMIRS)	Building Service Levy Fee July 2018 Less Commission		169.95	
EFT15197	24/08/2018	JERRAMUNGUP COMMUNITY RESOURCE CENTRE	Cleaning Contract July 2018	1		750.00
INV 0000719608/08/2018		JERRAMUNGUP COMMUNITY RESOURCE CENTRE	Cleaning Contract July 2018		750.00	
EFT15198	24/08/2018	G & M DETERGENTS	10 CARTONS TOILET ROLLS, 4 CARTONS BIN LINERS, 4 CARTONS HAND TOWELS	1		891.20
INV 24872	15/08/2018	G & M DETERGENTS	10 CARTONS TOILET ROLLS, 4 CARTONS BIN LINERS, 4 CARTONS HAND TOWELS		891.20	
EFT15199	24/08/2018	ALBANY LOCK SERVICE & SUPERIOR SECURITY	1X PADLOCK FOR BREMER BAY TIPSITE BUILDING	1		206.00
INV 0000836009/08/2018		ALBANY LOCK SERVICE & SUPERIOR SECURITY	3x Keys for Jerramungup CRC		72.00	
INV 0000840714/08/2018		ALBANY LOCK SERVICE & SUPERIOR SECURITY	1X PADLOCK FOR BREMER BAY TIPSITE BUILDING		134.00	
EFT15200	24/08/2018	TOLL IPEC	Freight - PCS	1		21.47

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INV 0325	10/08/2018	TOLL IPEC	Freight - PCS		21.47	
EFT15201	24/08/2018	BLACKWOODS	15X GLOVES (SIZE 11) & 17X GLOVES (SIZE 9)	1		166.50
INV PE3954Q114	08/2018	BLACKWOODS	15X GLOVES (SIZE 11) & 17X GLOVES (SIZE 9)		166.50	
EFT15202	24/08/2018	ABBOTTS LIQUID SALVAGE	Pump out Lions Park Septic Tanks and Bremer Bay Depot Portable Toilet, plus travel	1		1,562.20
INV 2018071527	07/2018	ABBOTTS LIQUID SALVAGE	Pump out Lions Park Septic Tanks and Bremer Bay Depot Portable Toilet, plus travel		1,562.20	
EFT15203	30/08/2018	ALBANY OFFICE PRODUCTS DEPOT	1x Monitor Arm	1		209.00
INV 552595	23/08/2018	ALBANY OFFICE PRODUCTS DEPOT	1x Monitor Arm		209.00	
EFT15204	30/08/2018	BIO DIVERSE SOLUTIONS	50% Progress Invoice Review BAL Contour Plans for the Bremer Bay and Jerramungup townsites	1		2,475.00
INV BDS201823	08/2018	BIO DIVERSE SOLUTIONS	50% Progress Invoice Review BAL Contour Plans for the Bremer Bay and Jerramungup townsites		2,475.00	
EFT15205	30/08/2018	CALDWELL LAND SURVEYS	Survey Services Provided at Bremer Bay Caravan Park	1		2,750.00
INV 0000154121	08/2018	CALDWELL LAND SURVEYS	Survey Services Provided at Bremer Bay Caravan Park		2,750.00	
EFT15206	30/08/2018	BN GRADER SERVICES	Shoulder Grading and Broom Sweeping of Gairdner South Road 13/08/2018 - 14/08/2018	1		4,372.50
INV 3109	23/08/2018	BN GRADER SERVICES	Shoulder Grading and Broom Sweeping of Gairdner South Road 13/08/2018 - 14/08/2018		4,372.50	
EFT15207	30/08/2018	HOWSON MANAGEMENT PTY LTD	Road Infrastructure Valuation Reporting	1		2,612.50
INV HT0818-222	08/2018	HOWSON MANAGEMENT PTY LTD	Road Infrastructure Valuation Reporting		2,612.50	
EFT15208	30/08/2018	Local Community Insurance Services	Public & Products Liability - Stallholders & Entertainers	1		715.00
INV 051-638124	08/2018	Local Community Insurance Services	Public & Products Liability - Stallholders & Entertainers		715.00	
EFT15209	30/08/2018	Macleod Corporation Pty Ltd	Audit of 2017-18 Annual Report Proj-0115-0099-1-Regional and Strategic Waste Management Approach-Shire of Jerramungup	1		2,145.00
INV 3701	23/08/2018	Macleod Corporation Pty Ltd	Audit of the Bremer Bay Town Centre and Trail Project for 17/18 Financial Report		1,045.00	

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INV 3704	27/08/2018	Macleod Corporation Pty Ltd	Audit of 2017-18 Annual Report Proj-0115-0099-1-Regional and Strategic Waste Management Approach-Shire of Jerramungup		1,100.00	
EFT15210	30/08/2018	JERRAMUNGUP TRANSPORT	Freight: Brajkovich Demolition and Jason Signs	1		495.33
INV INV-124015/08/2018		JERRAMUNGUP TRANSPORT	Freight: Brajkovich Demolition and Jason Signs		495.33	
EFT15211	30/08/2018	HASSELL DISTRICT TRADERS	1x Pair Safety Boots for employee 164	1		158.00
INV 1006122121/08/2018		HASSELL DISTRICT TRADERS	1x Pair Safety Boots for employee 164		158.00	
EFT15212	30/08/2018	JERRAMUNGUP ELECTRICAL SERVICE	Investigate Power Outage at Unit C Collins Street	1		453.90
INV 0001174720/08/2018		JERRAMUNGUP ELECTRICAL SERVICE	Investigate Power Outage at Unit C Collins Street		301.80	
INV 0001176420/08/2018		JERRAMUNGUP ELECTRICAL SERVICE	Replace Faulty Fluoro at CRC		152.10	
EFT15213	30/08/2018	ASH-MON LAWN MOWING SERVICE	Bremer Bay Transfer Station 10/8/2018 - 22/8/2018	1		600.00
INV 3067	22/08/2018	ASH-MON LAWN MOWING SERVICE	Bremer Bay Transfer Station 10/8/2018 - 22/8/2018		600.00	
EFT15214	30/08/2018	CITY OF ALBANY	Reimbursement for booking fee - 2018 WALGA Local Governement Convention, Great Southern Dinner	1		55.00
INV 81193	16/08/2018	CITY OF ALBANY	Reimbursement for booking fee - 2018 WALGA Local Governement Convention, Great Southern Dinner		55.00	
EFT15215	30/08/2018	BEST OFFICE SYSTEMS	2x Computer Display Cords	1		58.00
INV 545444	27/08/2018	BEST OFFICE SYSTEMS	2x Computer Display Cords		58.00	
EFT15216	30/08/2018	EASTERN GREAT SOUTHERN PETROLEUM	4100Ltrs Diesel Fuel Delivered to JMP Depot	1		8,290.02
INV I006446	16/08/2018	EASTERN GREAT SOUTHERN PETROLEUM	4100Ltrs Diesel Fuel Delivered to JMP Depot		6,098.42	
INV JUNE 20101/07/2018		EASTERN GREAT SOUTHERN PETROLEUM	RETAILS CUSTOMER FUEL CARDS FOR THE MONTH OF JUNE 2018		2,191.60	
28166	10/08/2018	CR BRUCE TREVASKIS	GRAVEL FROM RABBIT PROOF FENCE ROAD FOR JERRAMUNGUP NORTH ROAD	1		21,560.00
INV 01	01/08/2018	CR BRUCE TREVASKIS	GRAVEL FROM RABBIT PROOF FENCE ROAD FOR JERRAMUNGUP NORTH ROAD		21,560.00	

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DD15758.1	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1		9,503.17
INV SUPER	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Superannuation contributions	1	6,901.33	
INV DEDUCT	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	390.72	
INV DEDUCT	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	295.36	
INV DEDUCT	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	321.42	
INV DEDUCT	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	1,394.34	
INV DEDUCT	08/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	200.00	
DD15758.2	08/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1		468.82
INV DEDUCT	08/08/2018	BT SUPER FOR LIFE	Payroll deductions	1	181.48	
INV SUPER	08/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1	287.34	
DD15758.3	08/08/2018	PRIME SUPER	Superannuation contributions	1		585.66
INV DEDUCT	08/08/2018	PRIME SUPER	Payroll deductions	1	143.43	
INV SUPER	08/08/2018	PRIME SUPER	Superannuation contributions	1	442.23	
DD15758.4	08/08/2018	AUSTRALIAN SUPER	Superannuation contributions	1		233.51
INV SUPER	08/08/2018	AUSTRALIAN SUPER	Superannuation contributions	1	233.51	
DD15758.5	08/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1		272.22
INV SUPER	08/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1	272.22	
DD15758.6	08/08/2018	CBUS SUPERANNUATION FUND	Superannuation contributions	1		201.53
INV SUPER	08/08/2018	CBUS SUPERANNUATION FUND	Superannuation contributions	1	201.53	
DD15775.1	21/08/2018	SHIRE OF JERRAMUNGUP	PLATE CHANGE JP00	1		26.85



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INV PLATEC21	08/2018	SHIRE OF JERRAMUNGUP	PLATE CHANGE JP00	1	26.85	
DD15777.1	22/08/2018	SHIRE OF JERRAMUNGUP	BP18-044 BSL & BCITF	2		302.88
INV BP18-04421	08/2018	SHIRE OF JERRAMUNGUP	BP18-044 BSL & BCITF	2	302.88	
DD15784.1	22/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1		9,780.80
INV SUPER	22/08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Superannuation contributions	1	7,150.01	
INV DEDUCT22	08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	390.72	
INV DEDUCT22	08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	295.36	
INV DEDUCT22	08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	321.81	
INV DEDUCT22	08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	1,422.90	
INV DEDUCT22	08/2018	WA SUPER (WA LOCAL GOVERNMENT SUPER PLAN)	Payroll deductions	1	200.00	
DD15784.2	22/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1		468.82
INV DEDUCT22	08/2018	BT SUPER FOR LIFE	Payroll deductions	1	181.48	
INV SUPER	22/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1	287.34	
DD15784.3	22/08/2018	PRIME SUPER	Superannuation contributions	1		584.41
INV DEDUCT22	08/2018	PRIME SUPER	Payroll deductions	1	143.12	
INV SUPER	22/08/2018	PRIME SUPER	Superannuation contributions	1	441.29	
DD15784.4	22/08/2018	AUSTRALIAN SUPER	Superannuation contributions	1		233.51
INV SUPER	22/08/2018	AUSTRALIAN SUPER	Superannuation contributions	1	233.51	
DD15784.5	22/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1		272.22
INV SUPER	22/08/2018	BT SUPER FOR LIFE	Superannuation contributions	1	272.22	

Date: 07/09/2018  
 Time: 11:00:12AM

**Shire of Jerramungup**  
**Accounts Payable Report**

USER: SARAH VAN ELDEN  
 PAGE: 16

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
DD15784.6	22/08/2018	CBUS SUPERANNUATION FUND	Superannuation contributions	1		220.44
INV SUPER	22/08/2018	CBUS SUPERANNUATION FUND	Superannuation contributions	1	220.44	
DD15786.1	23/08/2018	SHIRE OF JERRAMUNGUP	PLATE CHANGE JP00 & JP0036	1		44.55
INV CHANGE	23/08/2018	SHIRE OF JERRAMUNGUP	PLATE CHANGE JP00 & JP0036	1	44.55	
DD15808.1	27/08/2018	BANKWEST	CREDIT CARD PAYMENT 09/07/2018 - 21/08/2018	1		6,706.95
INV CC9/7/18	27/08/2018	BANKWEST	CREDIT CARD PAYMENT 09/07/2018 - 21/08/2018	1	6,706.95	

**REPORT TOTALS**

<b>Bank Code</b>	<b>Bank Name</b>	<b>TOTAL</b>
1	MUNICIPAL 5332607	<b>714,399.89</b>
2	TRUST BANK 0042691	<b>302.88</b>
<b>TOTAL</b>		<b>714,702.77</b>

## Credit Card Payment 09/07/2018 - 21/08/2018

GLA/JOB No.	GL Description	Amount	Date	Comment	Amount
11405050	Travel & Accommodation - Admin MUN	\$761.64	21/08/2018	Wyndham Sth Pacific	\$198.00
			4/08/2018	Mt Bay Waters	\$199.00
			2/08/2018	Travel Expenses	\$48.64
			9/07/2018	Esperance Clearwater	\$155.00
			10/08/2018	Mt Bay Waters	\$161.00
					<del>\$761.64</del>
11405110	Staff Uniform - Admin MUN	\$345.15	13/07/2018	Barefoot Clothing EMP 92	\$345.15
					<del>\$345.15</del>
11402000	Expenses Relating to Public Works Overheads MUN	\$358.00	24/07/2018	Hotelsone accommodation for EMP 169 & 127	\$358.00
					<del>\$358.00</del>
11405000	Expenses relating to Administration MUN	\$479.90	1/08/2018	Westnet	\$129.95
			17/07/2018	Wholesale Cut n Co Katanning	\$19.95
			12/07/2018	FPA Australia Blackburn	\$330.00
					<del>\$479.90</del>
PC34/170/600	TOYOTA PRADO - CEO	\$95.01	4/08/2018	Fuel Purchases	\$95.01
					<del>\$95.01</del>
10301120	Bank fees MUN	\$174.25	8/08/2018	Bank Fees	\$174.25
					<del>\$174.25</del>
11006000	Expenses Relating to Town Planning & Regional Development MUN	\$4,012.00	13/08/2018	Sub Division Application Fee	\$3,487.00
			1/08/2018	Brajkovich Demolition	\$525.00
					<del>\$4,012.00</del>
10401040	Members Refreshments & Receptions Expense MUN	\$481.00	15/08/2018	Bremer Bay Resort - Council Lunch	\$222.00
			2/08/2018	Jewel Bay 2015 Pty Ltd	\$259.00
					<del>\$481.00</del>

Total \$6,706.95

SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>SUBMISSION TO:</b>	<b>Finance</b>
<b>AGENDA REFERENCE:</b>	<b>10.2.2</b>
<b>SUBJECT:</b>	<b>Monthly Financial Report</b>
<b>LOCATION/ADDRESS:</b>	<b>Shire of Jerramungup</b>
<b>AUTHOR:</b>	<b>Charmaine Solomon</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>12 September 2018</b>

### **SUMMARY**

This report presents the monthly financial report to Council which is provided as an attachment to the agenda. The recommendation is to receive the monthly financial report.

### **ATTACHMENT**

10.2.2(a) – Monthly Financial Report Period Ending 31 August 2018

### **BACKGROUND**

As per regulation 34 of the *Financial Management Regulations 1996* each local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1) (d), for that month with the following detail:

- The annual budget estimates.
- The operating revenue, operating income, and all other income and expenses.
- Any significant variations between year to date income and expenditure and the relevant budget provisions to the end of the relevant reporting period.
- Identify any significant areas where activities are not in accordance with budget estimates for the relevant reporting period.
- Provide likely financial projections to 30 June for those highlighted significant variations and their effect on the end of year result.
- Include an operating statement.
- Any other required supporting notes.

### **CONSULTATION**

Council financial records and Senior Finance Officer.

### **COMMENT**

This report contains annual budget estimates, actual amounts of expenditure, revenue and income to the end of the month. It shows the material differences between the budget and actual amounts where they are not associated to timing differences for the purpose of keeping Council abreast of the current financial position.

### **STATUTORY REQUIREMENTS**

Section 6.4 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Financial Management) Regulations 1996* require that financial activity statement reports are provided each month reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month.

The report is to be presented at either the next Ordinary meeting after the end of the month, or if not prepared in time to the next Ordinary meeting after that meeting.

**STRATEGIC IMPLICATIONS**

This item relates to the following component from the Shire of Jerramungup Community Plan 2016 - 2026;

**Aspiration 2.5:** To provide strong civic leadership and governance systems that are open and transparent and ethical.

**FINANCIAL IMPLICATIONS**

As detailed within the Monthly Financial Report.

**POLICY IMPLICATIONS**

Accounting policies as detailed within the Monthly Financial Report.

**WORKFORCE IMPLICATIONS**

Nil.

**VOTING REQUIREMENTS**

Simple Majority.

**RECOMMENDATION**

**That Council RECEIVE the Monthly Financial Report for the period ending 31 August 2018 in accordance with section 6.4 of the *Local Government Act 1995*.**

**OC180904 Moved Cr Leenhouders/Seconded Cr Trevaskis**

**That Council RECEIVE the Monthly Financial Report for the period ending 31 August 2018 in accordance with section 6.4 of the *Local Government Act 1995*.**

**Carried 7 – 0**

**SHIRE OF JERRAMUNGUP**  
**MONTHLY FINANCIAL REPORT**  
**(Containing the Statement of Financial Activity)**  
**For the Period Ended 31 August 2018**

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

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**SHIRE OF JERRAMUNGUP**  
**Information Summary**  
**For the Period Ended 31 August 2018**

## Key Information

### Report Purpose

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

### Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

### Statement of Financial Activity by reporting program

Is presented on page 5 and shows a surplus as at 31 August 2018 of \$4,591,947.

### Items of Significance

The material variance adopted by the Shire of Jerramungup for the 2018/19 year is \$10,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of material variance is disclosed in Note 2.

	%				
	Collected / Completed	Annual Budget	YTD Budget	YTD Actual	
<b>Significant Projects</b>					
Bremer Bay Civic Square Construction	57%	\$ 323,816	\$ 53,970	\$ 185,957	
Bremer Bay Skate Park	42%	\$ 55,082	\$ 9,180	\$ 23,136	
Paperbark Park Redevelopment	25%	\$ 132,361	\$ 22,060	\$ 33,224	
Seniors Independent Living & Key Worker Accommodation Project	1%	\$ 2,682,484	\$ 447,080	\$ 23,136	
<b>Grants, Subsidies and Contributions</b>					
Operating Grants, Subsidies and Contributions	21%	\$ 1,078,873	\$ 116,424	\$ 228,486	
Non-operating Grants, Subsidies and Contributions	6%	\$ 2,824,604	\$ 488,374	\$ 171,007	
	10%	\$ 3,903,477	\$ 604,798	\$ 399,493	
Rates Levied	101%	\$ 3,280,348	\$ 3,280,348	\$ 3,329,493	

*% Compares current ytd actuals to annual budget*

### Financial Position

		This Time Last Year	Current
Adjusted Net Current Assets	104%	\$ 4,403,604	\$ 4,591,947
Cash and Equivalent - Unrestricted	116%	\$ 645,538	\$ 750,784
Cash and Equivalent - Restricted	107%	\$ 1,393,361	\$ 1,484,669
Receivables - Rates	98%	\$ 3,720,127	\$ 3,649,434
Receivables - Other	42%	\$ 409,751	\$ 172,256
Payables	36%	\$ 721,561	\$ 261,117

*% Compares current ytd actuals to prior year actuals at the same time*

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

## Preparation

Prepared by: Charmaine Solomon

Reviewed by: Martin Cuthbert

Date prepared: 10th September 2018

**SHIRE OF JERRAMUNGUP**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 31 August 2018**

	Note	Amenaee Annual Budget \$	Amenaee YTD Budget \$	YTD Actual (b) \$	Var. \$ (b)-(a) \$	Var. % (b)-(a)/(a) %	Var.
<b>Opening Funding Surplus (Deficit)</b>	3	1,485,152	1,485,152	<b>1,543,600</b>	58,448	4%	
<b>Revenue from operating activities</b>							
Rates	9	3,280,348	3,280,348	<b>3,329,493</b>	49,145	1%	
Operating Grants, Subsidies and Contributions	11	1,078,873	121,424	<b>230,115</b>	108,691	90%	▲
Fees and Charges		801,051	500,290	<b>533,560</b>	33,270	7%	
Interest Earnings		76,400	19,100	<b>6,468</b>	(12,632)	(66%)	▼
Other Revenue		78,029	6,000	<b>4,780</b>	(1,220)	(20%)	
Profit on Disposal of Assets	8	65,027	0	<b>0</b>	0		
		<b>5,379,728</b>	<b>3,927,162</b>	<b>4,104,416</b>			
<b>Expenditure from operating activities</b>							
Employee Costs		(1,947,406)	(328,677)	<b>(245,391)</b>	83,286	25%	▲
Materials and Contracts		(1,981,151)	(726,414)	<b>(199,137)</b>	527,277	73%	▲
Utility Charges		(187,058)	(35,946)	<b>(27,621)</b>	8,325	23%	▲
Depreciation on Non-Current Assets		(1,796,522)	(117,852)	<b>0</b>	117,852	100%	▲
Interest Expenses		(44,786)	(9,591)	<b>8,802</b>	18,393	192%	▲
Insurance Expenses		(224,770)	(37,396)	<b>(91,626)</b>	(54,230)	(145%)	▼
Other Expenditure		(240,425)	(197,523)	<b>(17,080)</b>	180,443	91%	▲
Loss on Disposal of Assets	8	(175,948)	(38,055)	<b>0</b>	38,055	100%	▲
		<b>(6,598,066)</b>	<b>(1,491,454)</b>	<b>(572,054)</b>			
<b>Operating activities excluded from budget</b>							
Add back Depreciation		1,895,006	117,852	<b>0</b>	(117,852)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	110,921	38,055	<b>0</b>	(38,055)	(100%)	▼
Adjust Provisions and Accruals			0	<b>(39,745)</b>	(39,745)		▼
<b>Amount attributable to operating activities</b>		<b>787,589</b>	<b>2,591,615</b>	<b>3,492,617</b>			
<b>Investing activities</b>							
Grants, Subsidies and Contributions	11	2,824,604	488,374	<b>171,007</b>	(317,367)	(65%)	▼
Proceeds from Disposal of Assets	8	607,000	101,167	<b>103,818</b>	2,651	3%	
Land Held for Resale		0	0	<b>0</b>	0		
Land and Buildings	13	(2,915,234)	(485,872)	<b>(127)</b>	485,745	100%	▲
Infrastructure Assets - Roads	13	(2,273,686)	(378,966)	<b>(238,915)</b>	140,051	37%	▲
Infrastructure Assets - Public Facilities	13	(511,259)	(85,210)	<b>(242,317)</b>	(157,107)	(184%)	▼
Infrastructure Assets - Footpaths	13	(61,034)	(10,174)	<b>(16,362)</b>	(6,188)	(61%)	
Infrastructure Assets - Drainage	13	0	0	<b>0</b>	0		
Plant and Equipment	13	(495,225)	(82,540)	<b>(209,605)</b>	(127,065)	(154%)	▼
Furniture and Equipment	13	(15,117)	(2,520)	<b>(9,118)</b>	(6,598)	(262%)	
<b>Amount attributable to investing activities</b>		<b>(2,839,951)</b>	<b>(455,741)</b>	<b>(441,620)</b>			
<b>Financing Activities</b>							
Proceeds from New Debentures		500,000	0	<b>0</b>	0		
Transfer from Reserves	7	903,830	0	<b>0</b>	0		
Advances to Community Groups		0	0	<b>0</b>	0		
Repayment of Debentures	10	(224,406)	(37,401)	<b>0</b>	37,401	100%	▲
Transfer to Reserves	7	(612,214)	(102,036)	<b>(2,650)</b>	99,385	97%	▲
<b>Amount attributable to financing activities</b>		<b>567,210</b>	<b>(139,437)</b>	<b>(2,650)</b>			
<b>Closing Funding Surplus (Deficit)</b>	3	<b>(0)</b>	<b>3,481,589</b>	<b>4,591,947</b>	1,110,358	32%	▲

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

Refer to Note 2 for an explanation of the reasons for the variance.

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



**SHIRE OF JERRAMUNGUP**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 August 2018**

	Note	Amended Annual Budget \$	Amended YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a) \$	Var. % (b)- (a)/(a) %	Var.
<b>Opening Funding Surplus(Deficit)</b>	3	1,485,152	1,485,152	<b>1,543,600</b>	58,448	4%	
<b>Revenue from operating activities</b>							
Governance		0	0	<b>1,173</b>	1,173		
General Purpose Funding - Rates	9	3,280,348	3,280,348	<b>3,329,493</b>	49,145	1%	
General Purpose Funding - Other		720,644	24,425	<b>169,036</b>	144,611	592%	▲
Law, Order and Public Safety		236,321	12,778	<b>22,821</b>	10,043	79%	▲
Health		7,363	0	<b>3,118</b>	3,118		
Education and Welfare		1,088	180	<b>368</b>	188	104%	
Housing		129,233	21,532	<b>16,905</b>	(4,627)	(21%)	
Community Amenities		578,085	427,357	<b>464,532</b>	37,175	9%	
Recreation and Culture		12,911	6,784	<b>50,811</b>	44,027	649%	▲
Transport		126,500	93,566	<b>17,852</b>	(75,714)	(81%)	▼
Economic Services		61,895	11,058	<b>5,184</b>	(5,874)	(53%)	
Other Property and Services		225,340	49,134	<b>23,123</b>	(26,011)	(53%)	▼
		<b>5,379,728</b>	<b>3,927,162</b>	<b>4,104,416</b>			
<b>Expenditure from operating activities</b>							
Governance		(393,160)	(245,633)	<b>(39,187)</b>	206,446	84%	▲
General Purpose Funding		(125,603)	(27,596)	<b>(16,320)</b>	11,276	41%	▲
Law, Order and Public Safety		(617,322)	(128,919)	<b>(77,368)</b>	51,551	40%	▲
Health		(269,267)	(62,519)	<b>(47,541)</b>	14,978	24%	▲
Education and Welfare		(84,569)	(16,574)	<b>(6,654)</b>	9,920	60%	▲
Housing		(224,912)	(46,546)	<b>(2,886)</b>	43,660	94%	▲
Community Amenities		(1,384,383)	(294,689)	<b>(127,310)</b>	167,379	57%	▲
Recreation and Culture		(778,096)	(210,180)	<b>(129,603)</b>	80,577	38%	▲
Transport		(2,491,922)	(323,270)	<b>(101,277)</b>	221,993	69%	▲
Economic Services		(90,208)	(34,584)	<b>(22,673)</b>	11,911	34%	▲
Other Property and Services		(138,624)	(100,944)	<b>(1,235)</b>	99,709	99%	▲
		<b>(6,598,066)</b>	<b>(1,491,454)</b>	<b>(572,054)</b>			
<b>Operating activities excluded from budget</b>							
Add back Depreciation		1,895,006	117,852	<b>0</b>	(117,852)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	110,921	38,055	<b>0</b>	(38,055)	(100%)	▼
Adjust Provisions and Accruals		0	0	<b>(39,745)</b>	(39,745)		▼
<b>Amount attributable to operating activities</b>		<b>787,589</b>	<b>2,591,615</b>	<b>3,492,617</b>			
<b>Investing Activities</b>							
Non-operating Grants, Subsidies and Contributions	11	2,824,604	488,374	<b>171,007</b>	(317,367)	(65%)	▼
Proceeds from Disposal of Assets	8	607,000	101,167	<b>103,818</b>	2,651	3%	
Land Held for Resale		0	0	<b>0</b>	0		
Land and Buildings	13	(2,915,234)	(485,872)	<b>(127)</b>	485,745	100%	▲
Infrastructure Assets - Roads	13	(2,273,686)	(378,966)	<b>(238,915)</b>	140,051	37%	▲
Infrastructure Assets - Public Facilities	13	(511,259)	(85,210)	<b>(242,317)</b>	(157,107)	(184%)	▼
Infrastructure Assets - Footpaths	13	(61,034)	(10,174)	<b>(16,362)</b>	(6,188)	(61%)	
Infrastructure Assets - Drainage	13	0	0	<b>0</b>	0		
Plant and Equipment	13	(495,225)	(82,540)	<b>(209,605)</b>	(127,065)	(154%)	▼
Furniture and Equipment	13	(15,117)	(2,520)	<b>(9,118)</b>	(6,598)	(262%)	
<b>Amount attributable to investing activities</b>		<b>(2,839,951)</b>	<b>(455,741)</b>	<b>(441,620)</b>			
<b>Financing Activities</b>							
Proceeds from New Debentures		500,000	0	<b>0</b>	0		
Transfer from Reserves	7	903,830	0	<b>0</b>	0		
Advances to Community Groups		0	0	<b>0</b>	0		
Repayment of Debentures	10	(224,406)	(37,401)	<b>0</b>	37,401	100%	▲
Transfer to Reserves	7	(612,214)	(102,036)	<b>(2,650)</b>	99,385	97%	▲
<b>Amount attributable to financing activities</b>		<b>567,210</b>	<b>(139,437)</b>	<b>(2,650)</b>			
<b>Closing Funding Surplus(Deficit)</b>	3	<b>(1)</b>	<b>3,481,589</b>	<b>4,591,947</b>			

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

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

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 1: Significant Accounting Policies**

**(a) Basis of Accounting**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**Critical Accounting Estimates**

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

**(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 12.

**(c) Rounding Off Figures**

All figures shown in this statement 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**

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

**(f) Cash and Cash Equivalents**

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

**(g) Trade and Other Receivables**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

**(h) Inventories**

**General**

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**Land Held for Resale**

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale 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.

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 1: Significant Accounting Policies**

**(j) 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 rates and periods are:

<b>Asset</b>	<b>Years</b>
Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
formation	not depreciated
pavement	50 years
seal	
bituminous seals	20 years
asphalt surfaces	25 years
Gravel Roads	
formation	not depreciated
pavement	50 years
gravel sheet	12 years
Formed roads	
formation	not depreciated
pavement	50 years
Footpaths - slab	40 years

**(k) Trade and Other Payables**

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

**(l) 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 Shire 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 Shire expects to pay and includes related on-costs.

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

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**(m) 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.

**(n) 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 of item included in the same class of obligations may be small.

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 1: Significant Accounting Policies**

**(o) 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.

**(p) Nature or Type Classifications**

**Rates**

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

**Operating Grants, Subsidies and Contributions**

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

**Non-Operating Grants, Subsidies and Contributions**

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

**Profit on Asset Disposal**

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

**Fees and Charges**

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

**Service Charges**

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

**Interest Earnings**

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

**Other Revenue / Income**

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

**Employee Costs**

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

**Materials and Contracts**

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

**Utilities (Gas, Electricity, Water, etc.)**

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

**Insurance**

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

**Loss on asset disposal**

Loss on the disposal of fixed assets.

**Depreciation on non-current assets**

Depreciation expense raised on all classes of assets.

**Interest expenses**

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

**Other expenditure**

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

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 1: Significant Accounting Policies**

**(r) Program Classifications (Function/Activity)**

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

**GOVERNANCE**

**Objective:**

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

**Activities:**

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

**GENERAL PURPOSE FUNDING**

**Objective:**

To collect revenue to allow for the provision of services.

**Activities:**

Rates, general purpose government grants and interest revenue.

**LAW, ORDER, PUBLIC SAFETY**

**Objective:**

To provide services to help ensure a safer and environmentally conscious community.

**Activities:**

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

**HEALTH**

**Objective:**

To provide an operational framework for environmental and community health.

**Activities:**

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.

**EDUCATION AND WELFARE**

**Objective:**

To provide services to disadvantaged persons, the elderly, children and youth.

**Activities:**

Maintenance of child minding centre, playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.

**HOUSING**

**Objective:**

To provide and maintain elderly residents housing.

**Activities:**

Provision and maintenance of elderly residents housing.

**COMMUNITY AMENITIES**

**Objective:**

To provide services required by the community.

**Activities:**

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

**RECREATION AND CULTURE**

**Objective:**

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

**Activities:**

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

**TRANSPORT**

**Objective:**

To provide safe, effective and efficient transport services to the community.

**Activities:**

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

**ECONOMIC SERVICES**

**Objective:**

To help promote the shire and its economic wellbeing.

**Activities:**

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.

**OTHER PROPERTY AND SERVICES**

**Objective:**

To monitor and control City/Town/Shire overheads operating accounts.

**Activities:**

Private works operation, plant repair and operation costs and engineering operation costs.

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 2: Explanation of Material Variances**

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

The material variance adopted by Council for the 2018/19 year is \$10,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>	\$	%			
Operating Grants, Subsidies and Contributions	108,691	90%	▲	Timing	Timing difference YTD actual v budget
Fees and Charges	33,270	7%		Timing	Timing difference YTD actual v budget
Interest Earnings	(12,632)	-66%	▼	Timing	
Other Revenue	(1,220)	-20%		Timing	
Profit on Disposal of Assets	0				
<b>Operating Expense</b>					
Employee Costs	83,286	25%	▲	Timing	Waste facility officer and part time town services officer was budgeted to commence 1st July 2018
Materials and Contracts	527,277	73%	▲	Timing	Timing difference YTD actual v budget
Utility Charges	8,325	23%	▲	Timing	
Depreciation on Non-Current Assets	117,852	100%	▲		Depreciation is run in September
Interest Expenses	18,393	192%	▲	Timing	Timing difference YTD actual v budget
Insurance Expenses	(54,230)	-145%	▼	Timing	Insurance first instalment was paid in July 2018
Other Expenditure	180,443	91%	▲	Timing	Timing difference YTD actual v budget
Loss on Disposal of Assets	38,055	100%	▲	Timing	Timing difference due to disposal of assets
<b>Capital Revenues</b>					
Grants, Subsidies and Contributions	(317,367)	-65%	▼	Timing	Timing difference YTD actual v budget
Proceeds from Disposal of Assets	2,651	3%		Timing	Timing difference assets will be disposed off during the year
<b>Capital Expenses</b>					
Land and Buildings	485,745	100%	▼	Timing	Timing difference YTD actual v budget
Infrastructure Assets - Roads	140,051	37%		Timing	Timing difference YTD actual v budget
Infrastructure Assets - Public Facilities	(157,107)	-184%		Timing	
Infrastructure Assets - Footpaths	(6,188)	-61%	▲	Timing	Timing difference YTD actual v budget
Infrastructure Assets - Drainage	0		▲		
Plant and Equipment	(127,065)	-154%		Timing	Timing difference YTD actual v budget
Furniture and Equipment	(6,598)	-262%			
<b>Financing</b>					
Repayment of Debentures	37,401	100%	▲	Timing	Timing difference YTD actual v budget

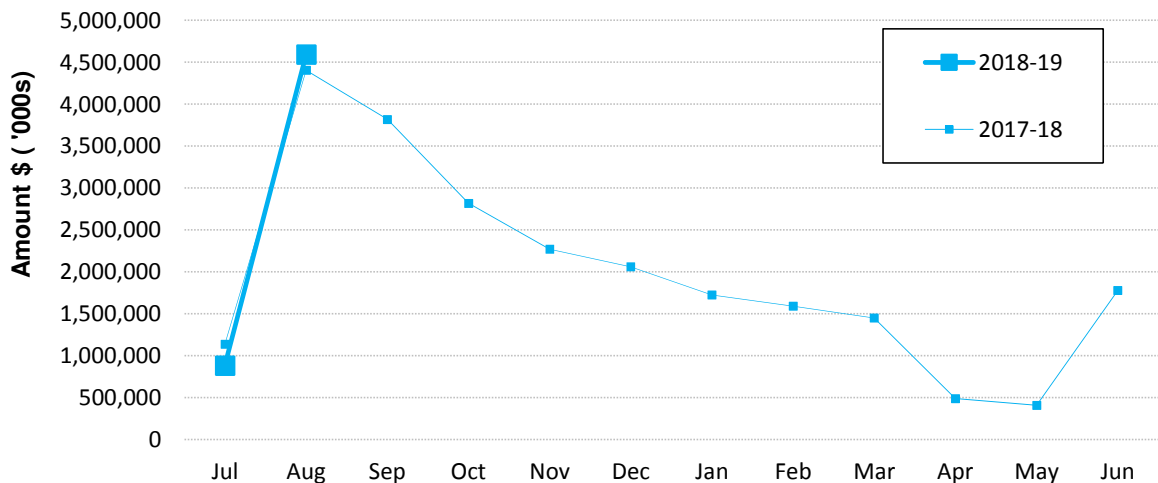
**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 3: Net Current Funding Position**

Positive=Surplus (Negative=Deficit)

		Last Years Closing	This Time Last Year	Current
	Note	30 June 2018	31 Aug 2017	31 Aug 2018
		\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	4	347,533	(445,153)	<b>750,784</b>
Investments		398,055	1,090,691	<b>231,931</b>
Cash Restricted	4	1,481,993	1,393,361	<b>1,484,669</b>
Receivables - Rates	6	60,097	3,720,127	<b>3,649,434</b>
Receivables - Other, including prepaid expenses	6	1,376,385	409,751	<b>172,256</b>
Inventories		83,092	53,956	<b>48,659</b>
		<u>3,747,153</u>	<u>6,222,733</u>	<u><b>6,337,733</b></u>
<b>Less: Current Liabilities</b>				
Payables		(721,561)	(425,768)	<b>(261,117)</b>
Provisions		(299,687)	(319,202)	<b>(299,687)</b>
		<u>(1,021,248)</u>	<u>(744,970)</u>	<u><b>(560,804)</b></u>
Less: Cash Reserves / Restricted	7	(1,481,993)	(1,393,361)	<b>(1,484,669)</b>
Add Back - Non Cash Provisions Accruals		299,687	319,202	<b>299,687</b>
Difference to Budgeted Opening Balance				
<b>Net Current Funding Position</b>		<b>1,543,600</b>	<b>4,403,604</b>	<b>4,591,947</b>

**Note 3 - Liquidity Over the Year**



**Comments - Net Current Funding Position**

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 4: Cash and Investments**

	Unrestricted	Restricted	Trust	Investments	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$	\$			
<b>(a) Cash Deposits</b>								
Municipal Bank Account	750,584				750,584	BankWest	1.50%	At Call
Till / Petty Cash	200				200	BankWest	0.00%	At Call
Committed Funds		14,806			14,806	BankWest	1.05%	At Call
<b>(b) Term Deposits</b>								
Reserves Term Deposit								
Muni Cash Deposit								
<b>(c) Investments</b>								
Investment Account				231,487	231,487	WA Treasury	1.45%	At Call
Investment account				443	443	Bankwest	1.05%	At Call
Reserves Cash A/c		1,469,863			1,469,863	BankWest	1.60%	At Call
<b>Total</b>	<b>750,784</b>	<b>1,484,669</b>	<b>0</b>	<b>231,930</b>	<b>2,467,383</b>			

**Comments/Notes - Investments**



**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 5: Budget Amendments**

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

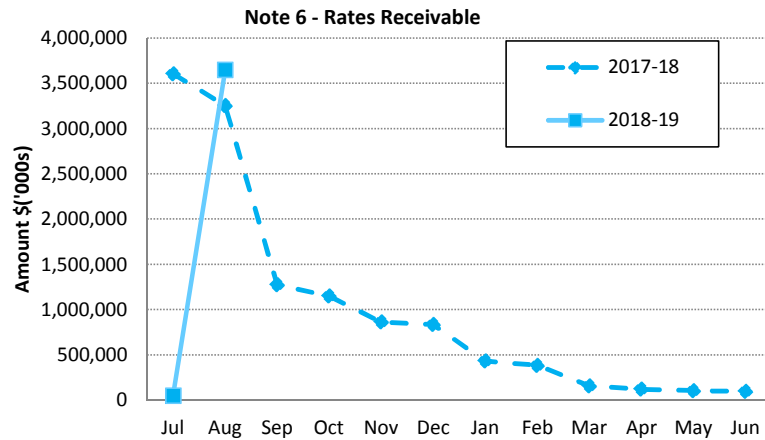
GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	<b>Budget Adoption</b>		Opening Surplus	\$	\$	\$	\$
	<b>Permanent Changes</b>						0
	Opening surplus adjustment						
				0	0	0	

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

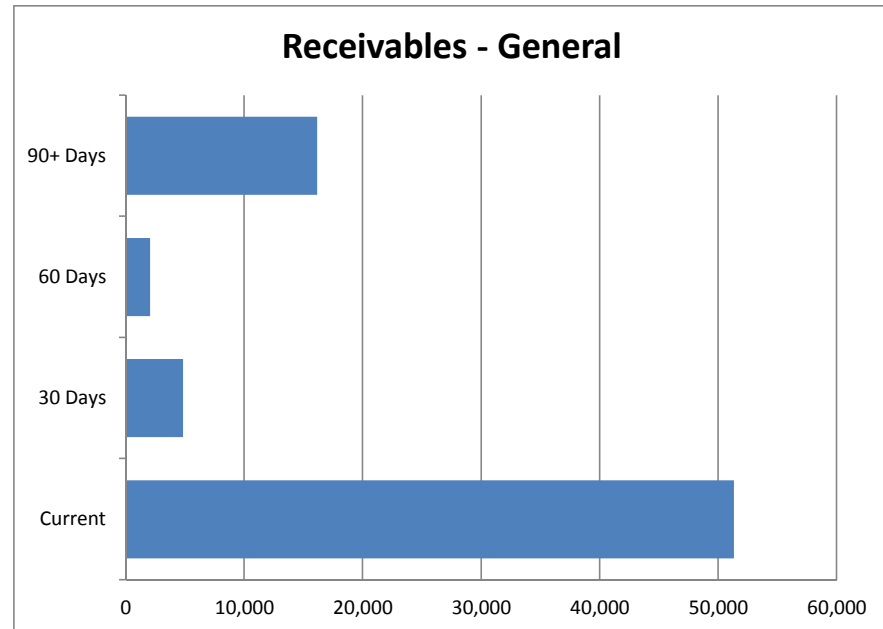
**Note 6: Receivables**

Receivables - Rates Receivable	31 Aug 2018	30 June 2018	Receivables - General	Current	30 Days	60 Days	90+ Days	Credit Balances
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years		60,097	Receivables - General	51,335	4,839	2,040	16,148	(1,135)
Rates Levied this year	3,283,037		GST Recievable	40,035				
Rubbish, Recycling and Fire Levy this year	471,200		Prepayments	58,994				
Less Collections to date	156,774	8,125						
Equals Current Outstanding	<b>3,597,462</b>	<b>51,972</b>						
<b>Net Rates Collectable</b>	<b>3,597,462</b>	<b>51,972</b>	<b>Total Receivables General Outstanding</b>					<b>172,257</b>
% Collected	4.18%	13.52%						

Amounts shown above include GST (where applicable)



**Comments/Notes - Receivables Rates**  
 Rates billing occurred 11th August

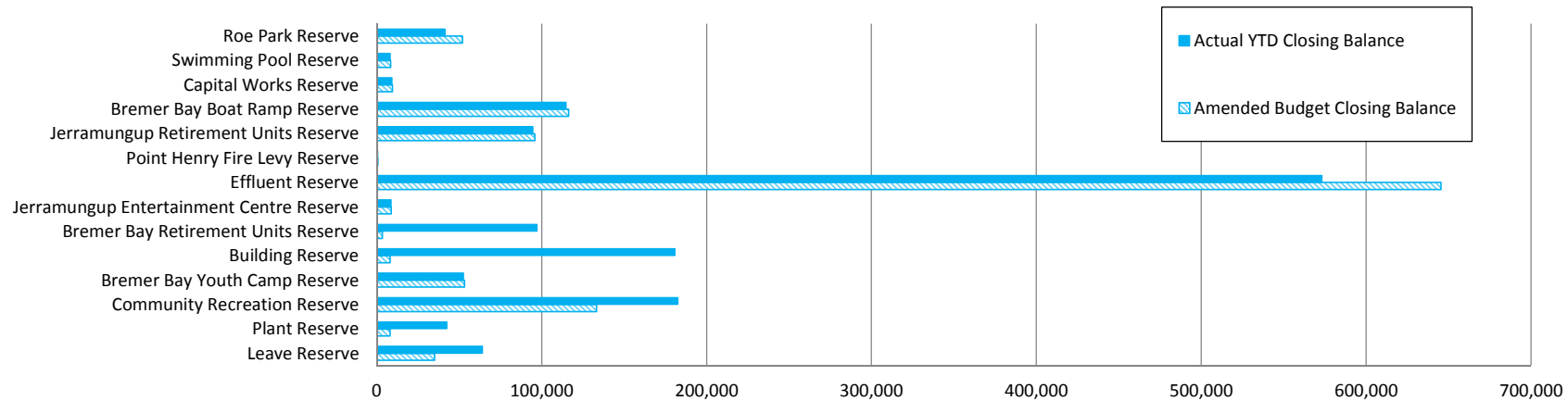


**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 7: Cash Backed Reserve**

Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	63,966	837	116			(30,000)		34,803	64,081
Plant Reserve	42,311	465	76	15,088		(50,000)		7,864	42,387
Community Recreation Reserve	182,258	2,383	329	80,636		(132,160)		133,117	182,587
Bremer Bay Youth Camp Reserve	52,399	685	95					53,084	52,494
Building Reserve	180,539	2,361	326	400,000		(575,000)		7,900	180,865
Bremer Bay Retirement Units Reserve	96,917	1,267	175			(95,000)		3,184	97,092
Jerramungup Entertainment Centre Reserve	8,544	112	15					8,656	8,559
Effluent Reserve	572,128	7,481	1,033	65,722				645,331	573,162
Point Henry Fire Levy Reserve	516	7	1	21,670		(21,670)		523	517
Jerramungup Retirement Units Reserve	94,415	1,235	171					95,650	94,585
Bremer Bay Boat Ramp Reserve	114,606	1,499	207					116,105	114,813
Capital Works Reserve	9,218	120	17					9,338	9,235
Swimming Pool Reserve	8,157	107	15					8,264	8,172
Roe Park Reserve	41,240	539	75	10,000				51,779	41,314
Restricted Cash	14,780							14,780	14,806
	<b>1,481,993</b>	<b>19,098</b>	<b>2,650</b>	<b>593,116</b>	<b>0</b>	<b>(903,830)</b>	<b>0</b>	<b>1,190,377</b>	<b>1,484,669</b>

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



**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 8: Disposal of Assets**

Asset Number	Asset Description	YTD Actual				Amended Budget			
		WDV Value	Proceeds	Profit	(Loss)	WDV Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Disposal of Assets</b>								
	1GGL315 - Doctors vehicle	39,500				39,500	28,000		(11,500)
	JP00 - CEO Vehicle	47,626	41,818		(5,808)	47,626	46,000		(1,626)
	JP0036 - DCEO Vehicle	34,160				34,160	28,000		(6,160)
	Isuzu Dual Cab Truck	21,020				21,020	10,000		(11,020)
	Bomag BW24 Roller	46,900	32,000		(14,900)	46,900	27,500		(19,400)
	Vibromax VM116	32,980	30,000		(2,980)	32,980	30,000		(2,980)
	JP0021 - Ranger Utility	25,480				25,480	7,500		(17,980)
	JP4816 - Tool Carrier Volvo Loader	83,400				83,400	30,000		(53,400)
	Sale of 9 Monash Avenue (Land & Building)	171,882				171,882	120,000		(51,882)
	Sale of 2 Coral Sea Road (Land & Building)	68,411				68,411	120,000	51,589	0
	Sale of 8 Derrick Street (Land & Building)	146,562				146,562	160,000	13,438	0
		<b>717,921</b>	<b>103,818</b>	<b>0</b>	<b>(23,688)</b>	<b>717,921</b>	<b>607,000</b>	<b>65,027</b>	<b>(175,948)</b>

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 9: Rating Information**

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	YTD Actual				Amended Budget			
				Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Rate Revenue \$	Interim Rate \$	Back Rate \$	Total Revenue \$
<b>Differential General Rate</b>											
GRV	9.8991	532	6,550,298	648421	0	0	648,421	648,421	0	0	648,421
UV	1.1087	325	215,496,210	2389206	0	0	2,389,206	2,389,206	0	0	2,389,206
<b>Sub-Totals</b>		<b>857</b>	<b>222,046,508</b>	<b>3,037,627</b>	<b>0</b>	<b>0</b>	<b>3,037,627</b>	<b>3,037,627</b>	<b>0</b>	<b>0</b>	<b>3,037,627</b>
<b>Minimum Payment</b>	<b>\$</b>										
GRV	679.00	315	1,273,243	213885	0	0	213,885	213,885	0	0	213,885
UV	801.00	36	0	28836	0	0	28,836	28,836	0	0	28,836
<b>Sub-Totals</b>		<b>351</b>	<b>1,273,243</b>	<b>242,721</b>	<b>0</b>	<b>0</b>	<b>242,721</b>	<b>242,721</b>	<b>0</b>	<b>0</b>	<b>242,721</b>
		<b>1,208</b>	<b>223,319,751</b>	<b>3,280,348</b>	<b>0</b>	<b>0</b>	<b>3,280,348</b>	<b>3,280,348</b>	<b>0</b>	<b>0</b>	<b>3,280,348</b>
Concession							0				0
<b>Amount from General Rates</b>							<b>3,280,348</b>				<b>3,280,348</b>
Ex-Gratia Rates							54,977				54,977
Specified Area Rates							0				0
<b>Totals</b>							<b>3,335,325</b>				<b>3,335,325</b>

**Comments - Rating Information**

CBH Total tonnage treated as ex-gratia rates

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 10: Information on Borrowings**

(a) Debenture Repayments

Particulars	01 Jul 2018	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
			\$	\$	\$	\$	\$	\$
<b>Housing</b>								
Loan 264 - Staff Housing & Seniors Independent Living		500,000	0	21,379				
Loan 259 - Key Personnel Housing	155,403		0	63,095	155,403	92,308	(1,535)	5,178
<b>Community Amenities</b>								
Loan 261 - Housing Bremer Bay	260,144		0	34,008	260,144	226,136	(2,246)	9,423
<b>Transport</b>								
Loan 260 - Bremer Bay Town Centre	323,943		0	50,679	323,943	273,264	(3,588)	10,772
Loan 262 - Grader	97,076		0	23,987	97,076	73,089	(41)	1,543
Loan 263 - Bremer Bay Town Centre Stage 2	350,000		0	31,258	350,000	318,742	(1,391)	9,795
	1,186,566	500,000	0	224,406	1,186,566	983,539	(8,802)	36,711

All debenture repayments were financed by general purpose revenue.

Negative interest payments reflect end of year accrual journals.

(b) New Debentures

18-19 Budget identified new borrowings of \$500,000 the new loan purpose will be for the Staff Housing and Seniors Independent Living Project

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 11: Grants and Contributions**

	Grant Provider	Type	Opening Balance (a)	Amended Budget Operating	Budget Capital	YTD Budget	Annual Budget (d)	Post Variations (e)	Expected (d)+(e)	YTD Actual Revenue	YTD Actual (Expended) (c)	Unspent Grant (a)+(b)+(c)		
			\$	\$		\$				\$	\$	\$		
<b>General Purpose Funding</b>														
11	030201	Grants Commission Grant Received - General	WALGGC	Operating	0	297,595	0	0	297,595	297,595	84,873	0	0	
11	030202	Grants Commission Grant Received- Roads	WALGGC	Operating	0	271,320	0	0	271,320	271,320	72,647	0	0	
11	030205	Other General Purpose funding received	WALGGC	Operating	0	0	0	0	0	0	0	0	0	
<b>Law, Order and Public Safety</b>														
11	050102	Income Relating to Fire Prevention	Dept. of Fire & Emergency Serv.	Operating	0	172,751	0	2,190	172,751	172,751	0	0	0	
11	050106	ESL Operating grant	Dept. of Fire & Emergency Serv.	Operating	0	33,750	0	5,624	33,750	33,750	0	0	0	
11	050107	CESM Contributions	Dept. of Fire & Emergency Serv.	Operating	0	0	0	0	0	0	0	0	0	
11	050109	FESA/bushfire admin fee grant	Dept. of Fire & Emergency Serv.	Operating	0	4,000	0	666	4,000	4,000	0	0	0	
<b>Education and Welfare</b>														
11	080302	Income Relating to Care of Families & Children	Various		0	0	0	0	0	0	51	0	0	
<b>Housing</b>														
11	090124	Income from Staff House - 37 (Lot 338) Derrick Street	Dept Housing	Operating	0	0	0	0	0	0	7,490	0	0	
<b>Community Amenities</b>														
11	100501	Income Relating to Protection Of Environment	Various	Operating	0	8,500	0	82	8,500	8,500	0	0	0	
11	100601	Income Relating to Town Planning & Regional Developm	Various	Operating	0	0	0	0	0	0	0	0	0	
11	100701	Income Relating to Other Community Amenities	Various	Operating	0	0	0	0	0	0	0	0	0	
<b>Recreation and Culture</b>														
11	110101	Income Relating to Public Halls and Civi Centres	Various	Operating	0	0	0	0	0	0	0	0	0	
11	110301	Income Relating to Other Recreation & Sport	Lotterywest	Operating	0	(5,223)	0	(5,222)	(5,223)	(5,223)	49,682	0	0	
11	110313	Income - Department Sport & Rec (kids sport)	Department of Sport and Rec	Operating	0	0	0	0	0	0	0	0	0	
11	110601	Income Relating to Other Culture	Various	Operating	0	0	0	0	0	0	45	0	0	
18	110301	Income Relating to Other Recreation & Sport	Lotterywest	Non-operating	0	0	209,382	209,382	209,382	209,382	75,673	0	0	
<b>Transport</b>														
11	120212	Grant - MRWA Direct	Main Roads WA	Operating	0	87,700	0	87,700	87,700	87,700	0	0	0	
11	120218	Grants MRWA - Flood damage	Main Roads WA	Operating - Tied	0	23,000	0	5,750	23,000	23,000	0	0	0	
18	120201	Income Relating to Streets, Roads, Bridges & Depot Mai	Various	Non-operating	0	0	50,000	0	50,000	50,000	0	0	0	
18	120211	Grant - MRWA Project	Main Roads WA	Non-operating	0	0	705,334	176,333	705,334	705,334	95,334	0	0	
18	120216	Grant - Roads to Recovery	Roads to Recovery	Non-operating	0	0	410,638	102,659	410,638	410,638	0	0	0	
18	120601	Grant - Aerodrome	Various	Non-operating	0	0	0	0	0	0	0	0	0	
<b>Other Property and Services</b>														
11	140201	Income relating to Public Works Overheads	Various	Operating	0	0	0	0	0	0	0	0	0	
11	140210	Workers Compensation Reimbursements	LGIS WA	Operating	0	25,000	0	4,166	25,000	500	25,500	220	0	
11	140311	M/V Insurance claim Reimbursement	LGIS WA	Operating	0	0	0	0	0	0	2,822	0	0	
11	140404	Diesel Fuel Rebate	ATO	Operating	0	48,000	0	8,000	48,000	4,000	52,000	6,492	0	
11	140512	Income relating to Administration	Various	Operating	0	44,813	0	7,468	44,813	44,813	4,215	(4,215)	0	
11	140515	Income Paid Parental leave	Centrelink	Operating	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>					<b>0</b>	<b>1,011,206</b>	<b>1,375,354</b>	<b>604,798</b>	<b>2,386,560</b>	<b>4,500</b>	<b>2,391,060</b>	<b>399,543</b>	<b>(4,215)</b>	<b>0</b>

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 August 2018**

**Note 12: Trust Fund**






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

Description	Opening Balance	Amount	Amount	Closing Balance
	01 Jul 2018	Received	Paid	31 Aug 2018
	\$	\$	\$	\$
Trust Building Bond receipts	24,000	6,000	4,000	26,000
Trust Key Bonds receipt	650	0		650
Trust Housing bonds receipt	440	640	640	440
Trust Developer fees & bonds receipts	55,658	2,081	2,000	55,738
Trust Other Bonds receipts	1,250	0		1,250
Trust Hall and Shire bonds receipts	0	0		0
Footpath bonds	0	0		0
Trust Waste Management Funds	0	0		0
Trust Regional Waste Management Funds	2,812,001	231,844	226,645	2,817,200
Trust BB Community Funds receipts	0	20,813	20,813	0
	<b>2,893,998</b>	<b>261,377</b>	<b>254,098</b>	<b>2,901,278</b>












**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31st July 2018**

**Note 13: Capital Acquisitions**

Assets	Asset / Job #	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	Variance YTD Actual to Total Budget	
		\$	\$	\$	\$	\$	\$	
<i>Level of completion indicator, please see table at the end of this note for further detail.</i>								
<b>Buildings</b>								
<b>Housing</b>								
	Refurbish Paperbarks Toilet	A52	0	0	144,000	24,000	144,000	
	Redesign admin office layout	A894		0	50,000	8,334	50,000	
	Replace roof - JOCCA building	A721		0	16,750	2,792	16,750	
	Seniors & Key Worker housing project	A897	0	0	2,682,484	447,080	2,682,484	
	<b>Housing Total</b>		<b>0</b>	<b>0</b>	<b>2,893,234</b>	<b>482,206</b>	<b>2,893,234</b>	
<b>Community Amenities</b>								
<b>Recreation And Culture</b>								
	Supply and install swimming pontoon	A896		0	22,000	3,666	22,000	
	<b>Recreation And Culture Total</b>		<b>0</b>	<b>0</b>	<b>22,000</b>	<b>3,666</b>	<b>22,000</b>	








**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31st July 2018**

**Note 13: Capital Acquisitions**

Assets	Asset / Job #	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	Variance YTD Actual to Total Budget	
		\$	\$	\$	\$	\$	\$	
 <b>Buildings Total</b>		127	0	127	2,915,234	485,872	2,915,107	
<b>Footpaths</b>								
<b>Transport</b>								
 Townsite Footpaths - Bremer Bay	P319	0		0	28,034	4,674	28,034	
 Extra Path In The New Town Centre	P321	16,362		16,362	18,000	3,000	1,638	
 Bremer Bay Town Centre Footpaths Around Lot 1 Seadragon	P320	0		0	15,000	2,500	15,000	
	<b>Transport Total</b>	<b>16,362</b>	<b>0</b>	<b>16,362</b>	<b>61,034</b>	<b>10,174</b>	<b>44,672</b>	
 <b>Footpaths Total</b>		<b>16,362</b>	<b>0</b>	<b>16,362</b>	<b>61,034</b>	<b>10,174</b>	<b>44,672</b>	
<b>Furniture &amp; Office Equip.</b>								
<b>Other Property and Services</b>								
 New Computer Equipment	A700		4,775	4,775	8,000	1,334	3,225	
 Purchase New Pa System	A893		4,343	4,343	4,777	796	434	
	<b>Other Property and Services Total</b>	<b>0</b>	<b>9,118</b>	<b>9,118</b>	<b>12,777</b>	<b>2,130</b>	<b>3,659</b>	
<b>Recreation And Culture</b>								
 Upgrade Library Computer X2	A853		0	0	2,340	390	2,340	
	<b>Recreation And Culture Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,340</b>	<b>390</b>	<b>2,340</b>	
 <b>Furniture &amp; Office Equip. Total</b>		<b>0</b>	<b>9,118</b>	<b>9,118</b>	<b>15,117</b>	<b>2,520</b>	<b>5,999</b>	





**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31st July 2018**

**Note 13: Capital Acquisitions**

Assets	Asset / Job #	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	Variance YTD Actual to Total Budget	
		\$	\$	\$	\$	\$	\$	
<b>Plant , Equip. &amp; Vehicles</b>								
<b>Community Amenities</b>								
	<b>Community Amenities Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>Transport</b>							
	Changeover Ceo Vehicle	A898	56,157	56,157	55,095	9,182	(1,062)	
	Changeover Dceo Vehicle	A899	0	0	54,067	9,012	54,067	
	Changeover Ranger Utility	A901	21,447	21,447	30,803	5,134	9,356	
	Changeover Loader	A902	0	0	165,000	27,500	165,000	
	Changeover Roller	A903	132,000	132,000	131,250	21,876	(750)	
	Changeover Cab Chassis Truck	A904	0	0	59,010	9,836	59,010	
	<b>Transport Total</b>	<b>0</b>	<b>209,605</b>	<b>209,605</b>	<b>495,225</b>	<b>82,540</b>	<b>285,620</b>	
	<b>Plant , Equip. &amp; Vehicles Total</b>	<b>0</b>	<b>209,605</b>	<b>209,605</b>	<b>495,225</b>	<b>82,540</b>	<b>285,620</b>	



















**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31st July 2018**

**Note 13: Capital Acquisitions**

Assets	Asset / Job #	YTD Actual			Amended Budget			Strategic Reference / Comment	
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	Variance YTD Actual to Total Budget		
		\$	\$	\$	\$	\$	\$		
<b>Public Facilities</b>									
<b>Recreation And Culture</b>									
	Paperbarks Redevelopment	A854		33,224	33,224	132,361	22,060	99,137	
	Bremer Bay Skate Park	A855		23,136	23,136	55,082	9,180	31,946	
	Bremer Bay Civic Square Construction	A856		185,957	185,957	323,816	53,970	137,859	
	<b>Recreation And Culture Total</b>		<b>0</b>	<b>242,317</b>	<b>242,317</b>	<b>511,259</b>	<b>85,210</b>	<b>268,942</b>	
	<b>Public Facilities Total</b>		<b>0</b>	<b>242,317</b>	<b>242,317</b>	<b>511,259</b>	<b>85,210</b>	<b>268,942</b>	

**SHIRE OF JERRAMUNGUP**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31st July 2018**

**Note 13: Capital Acquisitions**

Assets	Asset / Job #	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	Variance YTD Actual to Total Budget	
		\$	\$	\$	\$	\$	\$	
<b>Roads (Non Town)</b>								
<b>Transport</b>								
 Jerramungup North Road	C50		20,025	20,025	135,321	22,554	115,296	
 Cowalellup Road	C30		2	2	126,020	21,004	126,018	
 Brook Road	C12		41,779	41,779	126,478	21,080	84,699	
 Upgrade 4Wd Access	C179		0	0	8,000	1,334	8,000	
 Stock Road	C84		6,374	6,374	87,830	14,640	81,456	
 Dillon Bay Road	C36	4		4	119,499	19,916	119,495	
 Rabbit Proof Fence Road	C78	2,604		2,604	140,478	23,414	137,874	
 Lake Magenta Road	RG11	138,645		138,645	232,881	38,812	94,236	
 Gairdner South Road	RG10	17,153		17,153	225,000	37,502	207,847	
 Needilup North Road	RRG1		378	378	180,000	30,002	179,622	
 Borden Boxwood Road	RG12		632	632	90,000	15,000	89,368	
 Devils Creek Road	RRG7		7,267	7,267	180,000	30,002	172,733	
 Meechi Road	RR17	165	165	330	166,738	27,792	166,408	
 Jacup North Road	RR20	1,860	1,860	3,719	234,461	39,078	230,742	
<b>Transport Total</b>		<b>160,431</b>	<b>78,481</b>	<b>238,912</b>	<b>2,052,706</b>	<b>342,130</b>	<b>1,813,794</b>	
<b>Roads (Non Town) Total</b>		<b>160,431</b>	<b>78,481</b>	<b>238,912</b>	<b>2,052,706</b>	<b>342,130</b>	<b>1,813,794</b>	
<b>Town Streets</b>								
<b>Transport</b>								
 Townsite Reseals - Jerramungup	RR22	0		0	30,000	5,004	30,000	
 Townsite Reseals - Bremer Bay	C176	0	0	0	60,000	10,000	60,000	
 Staff Housing & Seniors Independent Living	C178	0	0	0	63,750	10,626	63,750	
 Black Rocks Road	C09	2	2	4	67,230	11,206	67,226	
<b>Transport Total</b>		<b>2</b>	<b>2</b>	<b>4</b>	<b>220,980</b>	<b>36,836</b>	<b>220,976</b>	
<b>Town Streets Total</b>		<b>2</b>	<b>2</b>	<b>4</b>	<b>220,980</b>	<b>36,836</b>	<b>220,976</b>	
<b>Capital Expenditure Total</b>		<b>176,922</b>	<b>539,523</b>	<b>716,445</b>	<b>6,271,555</b>	<b>1,045,282</b>	<b>5,555,110</b>	
<b>Level of Completion Indicators</b>								
	0%							
	20%							
	40%							
	60%							
	80%							
	100%							
	Over 100%							
Percentage YTD Actual to Annual Budget Expenditure over budget highlighted in red.								

<b>SUBMISSION TO:</b>	<b>Finance</b>
<b>AGENDA REFERENCE:</b>	<b>10.2.3</b>
<b>SUBJECT:</b>	<b>Revised Waste Management Fees</b>
<b>LOCATION/ADDRESS:</b>	<b>N/A</b>
<b>AUTHOR:</b>	<b>Charmaine Solomon</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>12 September 2018</b>

**SUMMARY**

The item is to adopt a revised set of fees and charges for waste management.

**ATTACHMENT**

Nil.

**BACKGROUND**

A review has been undertaken into the current fees and charges associated with the depositing of waste at the Jerramungup and Bremer Bay transfer stations. It has been identified that a fee for disposing of waste in a 240L wheelie bin needs to be formalised.

A review has also been undertaken on GST being charged to commercial businesses for additional kerbside collections. Kerbside collection of waste does not constitute consideration and therefore is not subject to GST.

**CONSULTATION**

Waste Facility Officers.

Moore Stephens – GST Fees and Charges.

**COMMENT**

Advice was sought from Moore and Stephens on GST being charged to commercial businesses for additional kerbside collections the following advice was received;

***“Fees and Charges Which Do Not Constitute Consideration***

***The following fee and charge for kerbside collection of waste does not constitute consideration and therefore are not subject to GST.”***

On the advice received, the following 2018/19 revised waste management fees and charges to be considered by Council are:

- 1) 240L Wheelie Bin – Waste Disposal \$7.50 (inc GST). This is for waste disposed of at the Shire’s transfer stations.
- 2) Commercial Sundry Debtor Extra Waste – Per 240L Bin pickup \$7.92 (no GST to be applied).
- 3) Commercial Sundry Debtor Extra Recycling – Per 240L Bin pickup \$\$4.89 (no GST to be applied).

**STATUTORY REQUIREMENTS**

**Local Government Act 1995.**

**Subdivision 2 — fees and charges.**

**6.16. Imposition of fees and charges.**

- (1) A local government may impose\* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed. \* *Absolute majority required.*
- (2) A fee or charge may be imposed for the following;
- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
  - (b) supplying a service or carrying out work at the request of a person;
  - (c) subject to section 5.94, providing information from local government records;
  - (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
  - (e) supplying goods;
  - (f) such other service as may be prescribed.
- (3) Fees and charges are to be imposed when adopting the annual budget but may be —
- (a) imposed\* during a financial year; and
  - (b) amended\* from time to time during a financial year.
- \* *Absolute majority required.*

#### **6.17. Setting the level of fees and charges**

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors
- (a) the cost to the local government of providing the service or goods;
  - (b) the importance of the service or goods to the community; and
  - (c) the price at which the service or goods could be provided by an alternative provider.
- (2) A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —
- (a) under section 5.96;
  - (b) under section 6.16(2)(d); or
  - (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.
- (4) Regulations may —
- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
  - (b) limit the amount of a fee or charge in prescribed circumstances.

#### **6.18. Effect of other written laws**

- (1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —
- (a) determine an amount that is inconsistent with the amount determined under the other written law; or
  - (b) charge a fee or charge in addition to the amount determined by or under the other written law.
- (2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

#### **6.19. Local government to give notice of fees and charges**

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of-

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

### **STRATEGIC IMPLICATIONS**

This item relates to the following component from the Shire of Jerramungup Community Plan 2016 - 2026;

**Aspiration 2.5:** To provide strong civic leadership and governance systems that are open and transparent and ethical.

### **FINANCIAL IMPLICATIONS**

Fees and charges associated with waste management offset a portion of the costs of the waste facilities.

### **WORKFORCE IMPLICATIONS**

Nil.

### **POLICY IMPLICATIONS**

Nil.

### **VOTING REQUIREMENTS**

Absolute Majority

### **RECOMMENDATION**

**That Council;**

- 1) **ADOPT the revised fees and charges for waste management effective as of 1 October 2018:**
  - **240L Wheelie Bin – Waste Disposal \$7.50 (inc GST)**
  - **Commercial Sundry Debtor Extra Waste – Per 240L Bin pickup \$7.92 (no GST to be applied)**
  - **Commercial Sundry Debtor Extra Recycling – Per 240L Bin pickup \$4.89 (no GST to be applied)**
- 2) **Advertise the revised fees and charges in accordance with section 6.19 of the Local Government Act 1995.**

**OC180905 Moved Cr Parsons / Seconded Cr Iffla**

**That Council, BY AN ABSOLUTE MAJORITY;**

- 3) **ADOPT the revised fees and charges for waste management effective as of 1 October 2018:**
  - **240L Wheelie Bin – Waste Disposal \$7.50 (inc GST)**
  - **Commercial Sundry Debtor Extra Waste – Per 240L Bin pickup \$7.92 (no GST to be applied)**
  - **Commercial Sundry Debtor Extra Recycling – Per 240L Bin pickup \$4.89 (no GST to be applied)**
- 4) **Advertise the revised fees and charges in accordance with section 6.19 of the Local Government Act 1995.**

**Carried 7 – 0  
BY AN ABSOLUTE MAJORITY**



**HEALTH,  
BUILDING AND  
TOWN PLANNING**

<b>SUBMISSION TO:</b>	<b>Health, Building and Town Planning</b>
<b>AGENDA REFERENCE:</b>	<b>10.3.1</b>
<b>SUBJECT:</b>	<b>Scheme Amendment No.10</b>
<b>LOCATION/ADDRESS:</b>	<b>Jerramungup townsite</b>
<b>NAME OF APPLICANT:</b>	<b>Council</b>
<b>FILE REFERENCE:</b>	<b>LU.PL.1</b>
<b>AUTHOR:</b>	<b>Manager of Development, Craig Pursey</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>29 August 2018</b>

### **SUMMARY**

Council initiated Scheme Amendment 10 to the Local Planning Scheme in December 2016 to expand industrial development opportunities within the Jerramungup townsite.

The Environmental Protection Authority required additional information and the Department of Planning Lands and Heritage modifications to the details of the Amendment. The Amendment has been advertised for public comment during which time 8 submissions were received.

Amendment 10 is recommended for final approval with minor modification, on consideration of the submissions.

### **ATTACHMENT/S**

10.3.1(a) – Schedule of Submissions.

10.3.1(b) – Proposed Scheme Provisions and Zoning Plan.

10.3.1(c) – Submission from Ms Maureen Prior.

### **BACKGROUND**

In light of the shortage of ‘Industrial’ zoned land within the Jerramungup townsite identified in the Shire’s Jerramungup Industrial Land Study, Council at its meeting held 21 December 2016 resolved to initiate Scheme Amendment 10 to the Shire of Jerramungup Local Planning Scheme No 2 to:

1. Rezoning Part Lot 148 Plan 209774 and Part Lot 208 Plan 31439 Memorial Road, Jerramungup from a ‘Local Scheme Reserve - Recreation and Open Space’ to ‘Special Use Zone No.9’ and amending the Scheme Maps accordingly, as shown in attachment 10.3.2(c).
2. Rezone Lot 420 Plan 72917 Memorial Road from ‘Light Industry’ zone to ‘Local Scheme Reserve - Recreation and Open Space’ and amending the Scheme Maps accordingly (Attachment 10.3.2(c));
3. Modifying Table 1 Zoning Table item 27 motor vehicle repair under the Town Centre Zone by replacing ‘X’ with ‘A’
4. Modifying Schedule 4 Special Use Zones to include provisions for Special Use Zone No 9 as provided for in Attachment 10.3.2(b)

This effectively allows for the future conversion of portions of the vegetated area on the edge of Jerramungup townsite in poor condition to be developed for industrial purposes whilst maintaining a landscaped buffer to the surrounding highway.

### ***Environmental Protection Authority***

Following Council’s initiation of Scheme Amendment 10, the Amendment was referred to the Environmental Protection Authority (EPA) in March 2017. The EPA required more information as they

had concerns about potential loss of vegetation communities that are already poorly represented in the district. Council's environmental officer, Steve Elson, prepared an additional flora and fauna study in response to the EPA's concerns.

The EPA determined the application in December 2017, supporting the proposal and stating:

**Determination:** Referral examined, Preliminary investigations and enquiries conducted. Scheme Amendment not to be assessed under part IV of *Environmental Protection Act 1986*. Advice given (not appealable).

**Management:** Clearing of vegetation can be managed by reserving Lot 420 Memorial Road for Conservation and implementing a management plan. Fencing to prevent encroachment by incompatible land uses.

#### ***Western Australian Planning Commission***

Approval to advertise the Amendment was sought from the Western Australian Planning Commission (WAPC) in December 2017 and this was granted, subject to minor modifications, in March 2018.

#### **CONSULTATION**

Scheme Amendment 10 was advertised for 42 days closing 24 August 2018. During this time seven submissions were received from government authorities and agencies, all of which raised no substantial objections.

One submission was received from a nearby landowner that raised a number of concerns particularly around access to the sites and truck access more generally.

The submissions are addressed in detail in the Schedule of Submissions found at attachment 10.3.1(a) and discussed more generally in the comments section of this report.

#### **COMMENT**

This stage of the scheme amendment process is to consider any submissions lodged and, in light of those submissions, decide whether to progress the amendment through to the WAPC and Minister for final approval.

All of the submissions from the government authorities and agencies raised no substantial objections to the amendment.

The submission from Ms Maureen Prior raised important issues around:

- Questioning whether the existing encroachments into Lots 148 and 208 are approved;
- Lot 148 and 208 having the necessary arrangements in place for access by large vehicles (i.e. being accessed by the RAV route);
- Further comment around the inequity of the existing RAV route in town; and
- Concerns around visual amenity at the town's entrances if industrial uses are allowed to extend into these spaces.

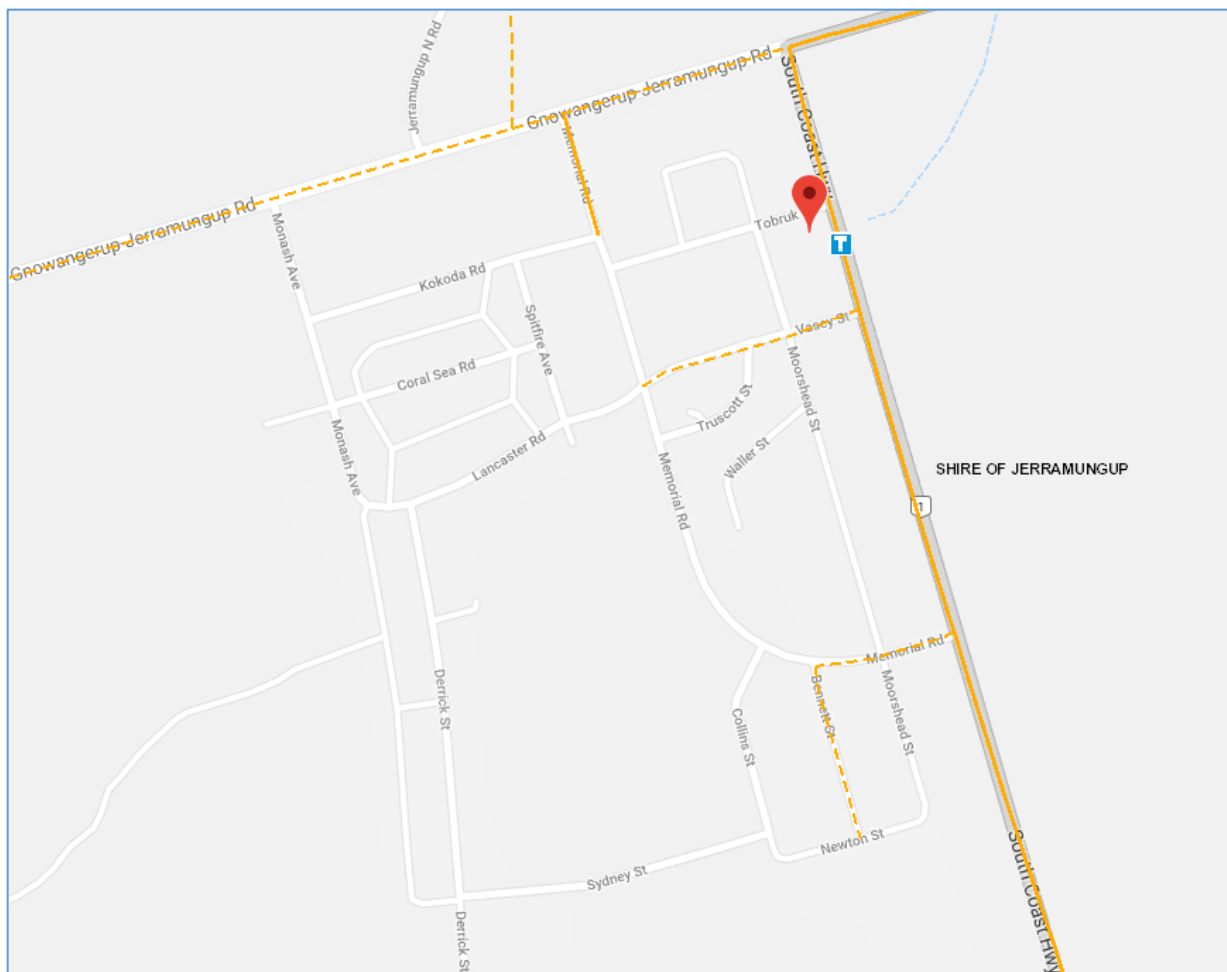
A full copy of this submission is attached to this report, 10.3.1(c) – Submission from Ms Maureen Prior, and the issues raised are addressed in attachment 10.3.1(a) – Schedule of Submissions.

Lot 148 and 208 have already been encroached by adjoining development. Unfortunately there is no other appropriately zoned space for these local businesses to expand into. Rezoning this land to accommodate this encroachment is the first step into bringing these land uses into conformity.

The land proposed for rezoning can be developed using the existing road network. The land accessed from Java Sea Road (Part Lot 148) can only be developed by land uses that do not require long trucks.

The land in Memorial Road (Part Lot 208) is able to be accessed from Memorial Road and Bennett Street but whether or not all of it is able to be accessed by road train in the longer term will be decided when and if the land is acquired from the state government and how it is subdivided.

There remain many land uses that could be developed in this proposed zoning that do not rely upon road train access and therefore this issue should not prevent the progress of Scheme Amendment 10.



*Current, approved RAV Routes*

**STRATEGIC IMPLICATIONS**

This item relates to the following component from the Shire of Jerramungup Community Plan 2016 - 2026;

- 1.2.4 - Ensure that new development is well designed and sustainable, where community needs are met while conserving our natural and built environment.
- 3.2.2 - Implement policies and initiatives to support local small business and agricultural prosperity.
- 3.2.3 - Implement policies and initiatives to attract new businesses to town.

**STATUTORY REQUIREMENTS**

Section 75 of the *Planning and Development Act 2005* provides for amending a Local Planning Scheme.

Regulation 41 of the *Planning and Development (Local Planning Schemes) Regulations 2015* guides how submissions on a complex amendment are to be considered.

**FINANCIAL IMPLICATIONS**

None for Council.

**POLICY IMPLICATIONS**

None.

**VOTING REQUIREMENTS**

Simple Majority.

**RECOMMENDATION**

That Council:

1. **ADOPT Amendment 10 to Local Planning Scheme No.2, pursuant to section 75 of the *Planning and Development Act 2005* and regulation 41(3) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, by:**
  - a) Rezoning Part Lot 148 Plan 209774 and Part Lot 208 Plan 31439 Memorial Road, Jerramungup from a 'Local Scheme Reserve Recreation and Open Space' to 'Special Use Zone No.9' and amending the Scheme Maps accordingly.
  - b) Rezone Lot 420 Plan 72917 Memorial Road from 'Light Industry' zone to 'Local Scheme Reserve – Recreation and Open Space' and amending the Scheme Maps accordingly.
  - c) Modifying Table 1 Zoning Table item 27 motor vehicle repair under the Town Centre Zone by replacing 'X' with 'A'.
  - d) Modifying Schedule 4 Special Use Zones to include provisions for Special Use Zone No 9 as provided for in Attachment 10.3.1(b).
2. **Adopt the recommendations in attachment 10.3.1(c) - Schedule of Submissions.**
3. **Note that in accordance with regulation 42(1) of the *Planning and Development (Local Planning Schemes) Regulations 2015* that the modifications are not significant and do not require re-advertising.**
4. **Delegate authority to the President and Chief Executive Officer to sign and affix the Common Seal to Amendment No.10 of Local Planning Scheme No.2 documents; and refer the Amendment to the Western Australian Planning Commission for recommendation in accordance with regulation 44 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.**

OC180906 Moved Cr Bailey / Seconded Cr Parsons

That Council:

1. **Adopt Amendment 10 to Local Planning Scheme No.2, pursuant to section 75 of the *Planning and Development Act 2005* and regulation 41(3) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, by:**
  - a) Rezoning Part Lot 148 Plan 209774 and Part Lot 208 Plan 31439 Memorial Road, Jerramungup from a 'Local Scheme Reserve Recreation and Open Space' to 'Special Use Zone No.9' and amending the Scheme Maps accordingly.
  - b) Rezone Lot 420 Plan 72917 Memorial Road from 'Light Industry' zone to 'Local Scheme Reserve – Recreation and Open Space' and amending the Scheme Maps accordingly.

**c) Modifying Table 1 Zoning Table item 27 motor vehicle repair under the Town Centre Zone by replacing 'X' with 'A'.**

**d) Modifying Schedule 4 Special Use Zones to include provisions for Special Use Zone No 9 as provided for in Attachment 10.3.1(b).**

- 2. Adopt the recommendations in attachment 10.3.1(c) - Schedule of Submissions.**
- 3. Note that in accordance with regulation 42(1) of the *Planning and Development (Local Planning Schemes) Regulations 2015* that the modifications are not significant and do not require re-advertising.**
- 4. Delegate authority to the President and Chief Executive Officer to sign and affix the Common Seal to Amendment No.10 of Local Planning Scheme No.2 documents; and refer the Amendment to the Western Australian Planning Commission for recommendation in accordance with regulation 44 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.**

**Carried 7 – 0**

**10.3.1(A) SCHEDULE OF SUBMISSIONS**  
**Shire of Jerramungup Local Planning Scheme Amendment No.10**

NO	NAME	SUMMARY OF SUBMISSION	COUNCIL RECOMMENDATION	WAPC RECOMENDATION
1	Department of Mines, Industry Regulation & Safety	The Department has determined that these proposals raise no significant issues with respect to mineral and petroleum resources, geothermal energy, and basic raw materials.	Noted.	
2	Department of Planning, Lands & Heritage Aboriginal Heritage Directorate (AHD)	No comment	Noted.	
3	Department of Water & Environmental Regulation (DWER)	<p>The proposal to rezone the land is not anticipated to have any impact on local water resources.</p> <p>There are no water resources identified on the subject lots and as the proposed future land uses will be designated as 'dry industry' there will be limited additional draw upon the potable water supply.</p> <p>As industrial land uses can generate large amounts of stormwater run-off, due to the use of large sheds and paved areas on the lots, it is recommended that the Shire enforce water capture and re-use (e.g. rainwater tanks plumbed in for non-potable use) conditions upon future land uses.</p> <p>DWER supports the provision for stormwater management planning to be implemented prior to any new use on the site.</p>	<p>Upheld – in part.</p> <p>Importantly, DWER has raised no objection to the proposed Scheme Amendment.</p> <p>Jerramungup already mandates plumbed rainwater tanks to new residential development. It makes sense to extend this to industrial type development in this instance as part of the development of a 'dry industry'. The requirements of the Local Development Plan are to be modified to include a requirement to provide plumbed rainwater tanks to all development and to recycle stormwater from hardstand areas wherever practical.</p>	

NO	NAME	SUMMARY OF SUBMISSION	COUNCIL RECOMMENDATION	WAPC RECOMENDATION
4	Main Roads WA	<p>Main Roads makes the following points:</p> <ol style="list-style-type: none"> <li>1) No access from the Broomehill – Jerramungup Rd or South Coast Highway to the affected lots would be approved by Main Roads.</li> <li>2) All light vehicle access to the lots is to be from Memorial Rd, Tobruk Rd and Java Sea Rd.</li> <li>3) The only heavy vehicle access is currently from Memorial Road.</li> </ol>	<p>Noted</p> <p>No new access to the surrounding highway network is proposed.</p>	
5	Water Corporation	<p>The Water Corporation has no objection and made the following comments:</p> <ol style="list-style-type: none"> <li>1. Rezoning Part Lot 148 : Development on this Lot will require a reticulation Water main Extension.</li> <li>2. Rezoning Lot 420 : Recreation &amp; Open Space will not require a Water Supply.</li> <li>3. Rezoning Part Lot 208 : Currently there is a Water service on this Lot from the Reticulation main in Moorshead Street.</li> <li>4. Given the limited Water Supply within the Town the introduction of a definition of Dry industry and associated development provisions is appropriate.</li> </ol> <p>These proposed changes to the Scheme do not appear to impact on Water Corporation's infrastructure or operations.</p>	Noted	
6	Department of Biodiversity, Conservation and Attractions (Parks & Wildlife Service)	No comment	Noted	



NO	NAME	SUMMARY OF SUBMISSION	COUNCIL RECOMMENDATION	WAPC RECOMENDATION
7	Department of Planning, Lands & Heritage (Lands)	<p>As you are aware there are jobs with DPLH (Land Use Management) in relation to this amendment</p> <ol style="list-style-type: none"> <li>1) Portion Reserve 26887 – Job 150216 File 750-1963 (please refer to email dated 16.02.2017, DPLH to Shire)</li> <li>2) Portion Reserve 30388 – Job 151513 File 911-1988 (please refer to emails dated 01.11.2017 (DPLH) and 13.12.2017 (Shire)</li> </ol> <p>Lot 420 on DP 72917 is unallocated Crown Land and may have Native Title concerns. Any Crown actions may not be able to occur until the South West Settlement has been finalised.</p> <p>As you have done in the past, any proposals in relation to these land parcels must first be submitted to DPLH – Land Use Management for consideration.</p>	<p>Noted</p> <p>These outstanding jobs are encroachments into the reserve land currently proposed for rezoning. The rezoning of this land is intended to be the first step in rectifying these issues.</p> <p>Rezoning Lot 420 to a local Scheme reserve for Recreation and Open Space'; is intended to remove any potential to further develop this site.</p> <p>Noted</p>	

NO	NAME	SUMMARY OF SUBMISSION	COUNCIL RECOMMENDATION	WAPC RECOMENDATION
8	Ms Maureen Prior Tobruk Traders	<p><u>Lot 148 Memorial Rd</u> This whole parcel of land is to be re zoned I notice that the North corner is already in use and has been cleared. Is this allowed if the land has not been already zoned to do so?</p> <p>Has been informed that Java Sea Road is not a gazetted road and therefore access to the rest of Lot 148 is not possible.</p> <ol style="list-style-type: none"> <li>1) If access is to come from that side of Java Sea Road then that needs to be gazetted first.</li> <li>2) With this is if it is to be light industrial then I am presuming access would be needed for large vehicles. At the moment no long vehicles are allowed access to Tobruk Road so they will not be able to access their lot.</li> </ol>	<p>Noted Council issued a planning approval in February 2015 allowing the expansion of the adjacent business into a portion of Lot 148 subject to conditions including landscaping and fencing.</p> <p>Whilst it is possible to allow this development in a local scheme reserve, it is more appropriate that this space be zoned for commercial/industrial purposes. Plus land tenure needs to be arranged with DPLH (Lands) and they require it to be rezoned prior to being leased or sold.</p> <p>Java Sea Road is a gazetted road reserve and can provide access to Lot 148.</p> <p>The zoning proposed is intended to allow for the expansion of existing business and to attract new business. Any future land sales or development would be constrained by access limitations set by Main Roads WA standards.</p>	

8	Ms Maureen Prior Tobruk Traders	<p><u>Lot 208</u> Has the same problem as Lot 148 Memorial Road it is already cleared and in use once again I ask is this legal?</p> <p><u>RAV Routes and access for heavy vehicles</u> The submission makes comment on the approved RAV route through town and the fact that many areas of town may not have legal access for longer vehicles including Larry Martin Transport, Campbells Transport, Synergy and possibly the shire to their yard.</p> <p>I feel if this zoning is to be allowed there should be legal access to these lots by businesses that want to use them. The shire needs to look at upgrading these roads to allow all business in town to operate fairly and with the same consideration as to what was given to the businesses on Memorial Road from the Gnowangerup Road.</p>	<p>The occupation of a portion of Lot 208 by David Campbell Transport does not have development approval. The Shire of Jerramungup and the DPLH (Lands) have not chosen to undertake compliance action at this stage until such time as there is additional space for the business to expand into with the correct land tenure. Again, the rezoning of this land is the first step in this process.</p> <p>The approved RAV routes into Jerramungup town include the northern portion of Memorial Road to allow legal access to Great Southern Fuels and the southern portion of Memorial Road through to Bennett Street and down Bennett Street to the Shire depot.</p> <p>Agree that when acquisition of this land, subdivision and/or development is to occur the appropriate standard of access needs to be planned for.</p> <p>Unfortunately, the RAV route has not been extended the full length of Memorial Road or along Tobruk because of factors including the cost of intersection improvements, on-street parking adjacent to Roe Park, the district high school and the unresolved question of whether Tobruk Road should prioritise parking for locals and visitors or road train access.</p>	
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8	Ms Maureen Prior Tobruk Traders	<p>Also any business that is going to use this land that is adjacent to the entrances of our town need to be made to keep the block in a tidy manner and keep within their boundaries so they do not look like a junk yard. There has been a lot of time and money spent on all entrances to try and attract visitors to stop in Jerramungup and it looks really good I would hate for this to be spoilt by ugly yards on the approaches.</p> <p>I am for the Shire trying to attract new business in the future but they also need to look at the needs of existing businesses as in all country towns every one is trying to diversify due to dwindling population within their towns. If we are not given consideration on points that may help us do this then what you have will struggle and may not survive</p>	<p>Agree Currently the subject site is degraded and full of weeds.</p> <p>The proposed scheme provisions include requirements to improve and maintain the landscaped areas adjacent to the highways.</p> <p>The intention is to open town to the highway and attract passing traffic, however it is acknowledged that this will require active policing by Shire over time if it is to be successful.</p> <p>Intention of the proposed rezoning is to provide space for existing business to expand. Also new business will only develop if they believe that their business is viable and sustainable. Additional business brings services for locals, more population which then sustains infrastructure and provides additional custom for existing business.</p>	
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**PLANNING AND DEVELOPMENT ACT 2005**

**SHIRE OF JERRAMUNGUP**

**LOCAL PLANNING SCHEME No. 2**

**AMENDMENT No. 10**

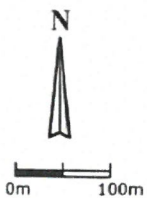
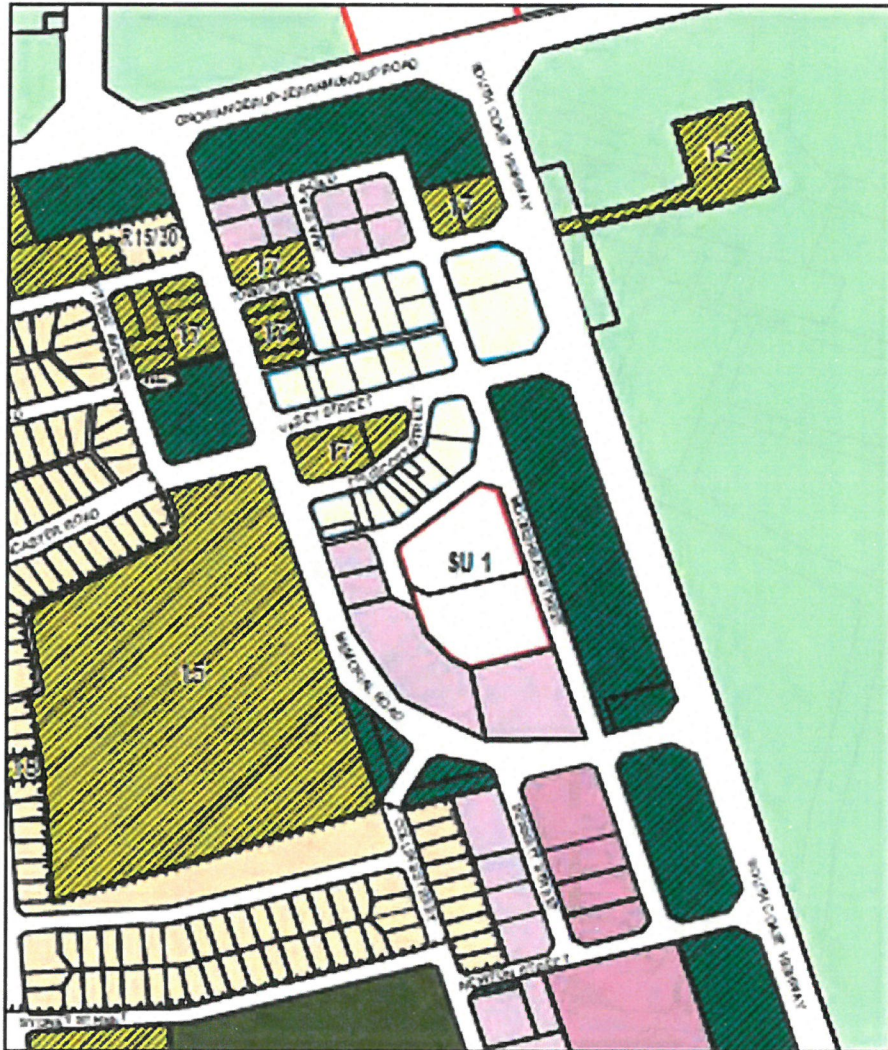
The Shire of Jerramungup under and by virtue of the powers conferred upon it in that behalf by the *Planning and Development Act 2005* hereby amends the above local planning scheme by:

1. Rezoning Part Lot 148 Plan 209774 and Part Lot 208 Plan 31439 Memorial Road, Jerramungup from a 'Local Scheme Reserve - Recreation and Open Space' to 'Special Use Zone No.9' and amending the Scheme Maps accordingly;
2. Rezone Lot 420 Plan 72917 Memorial Road from 'Light Industry' zone to 'Local Scheme Reserve - Recreation and Open Space' and amending the Scheme Maps accordingly;
3. Modifying Table 1 Zoning Table item 27 motor vehicle repair under the Town Centre Zone by replacing 'X' with 'A'; and
4. Modifying Schedule 4 Special Use Zones to include provisions for Special Use Zone No 9 as follows:

No	Description of Land	Special Use	Conditions
9	Part Lot 148 Plan 209774 and Part Lot 208 Plan 31439 Memorial Road, Jerramungup	<p>(1) The area is to provide for land uses consistent with light and service industry which can be designed and developed appropriate to the location adjacent to the main district access roads.</p> <p>(2) The following land uses and level of permissibility:</p> <ul style="list-style-type: none"> <li>• Industry – Light (D);</li> <li>• Industry – Rural (D);</li> <li>• Industry – Service (D);</li> <li>• Motor Vehicle, Boat and Caravan Sales (P)</li> <li>• Motor Vehicle Repair (D)</li> <li>• Showroom (P);</li> <li>• Storage (D)</li> <li>• Transport Depot (D)</li> <li>• Warehouse (P)</li> </ul> <p>(3) Other incidental uses considered by the local government to be complementary to the special uses.</p> <p>(4) All other uses are not permissible (X)</p>	<p>1. All use and development requires Planning Approval.</p> <p>2. All industrial uses within the zone shall comply with the definition of a 'Dry Industry' as follows:</p> <p style="padding-left: 40px;">Dry Industry means an industrial land use which can demonstrate to the satisfaction of the Local Government that the quality/quantity and volume of wastes produced from its operations can be successfully disposed of on-site without creating any adverse environmental or health effects.</p> <p>3. Prior to any use commencing on the site a Local Development Plan shall be submitted and approved by the Local Government. This plan shall show:</p> <ul style="list-style-type: none"> <li>• The key attributes and constraints of the area covered by the plan including the natural environment, site and soil evaluation, landform and the topography;</li> <li>• The standards to be applied for the buildings, other structures and works that form part of the development to which it applies;</li> <li>• Details of the arrangements to be made for vehicles to access the area covered by the plan;</li> <li>• Proposed water supply including for fire protection (structural and bushfire).</li> <li>• On site stormwater disposal and bio retention measures;</li> <li>• Proposed bushfire management measures; and</li> <li>• Details of proposed fencing and signage.</li> </ul> <p>4. Development shall occur in accordance with the approved local development plan.</p> <p>5. A Wastewater Management Plan shall be submitted to the Local Government with the proposed local development plan. The management plan shall be prepared to the satisfaction of the Local Government and shall demonstrate the proposed development and land use will comply with the definition of 'Dry Industry'.</p> <p>6. The design of any buildings and/or development is to include specific measures to ensure development addresses the highway to a high standard.</p>

# SHIRE OF JERRAMUNGUP

## Local Planning Scheme No 2 Amendment No 10



### EXISTING ZONING

#### LOCAL SCHEME RESERVES

- (see scheme text for additional information)
- Conservation
  - Public purposes
  - 3 Public purposes: Aerial landing
  - 20 Public purposes: Cemetery
  - 17 Public purposes: Civic and cultural
  - 18 Public purposes: Drainage
  - 14 Public purposes: Effluent disposal
  - 19 Public purposes: Geodetic station
  - 2 Public purposes: Government requirements
  - 8 Public purposes: Hall
  - 16 Public purposes: Hospital
  - 6 Public purposes: Quarry

- 10 Public purposes: Sanitary site/rubbish disposal
- 15 Public purposes: School
- 11 Public purposes: Stock sale yards
- 9 Public purposes: Stopping place for travellers and stock
- 7 Public purposes: Trigonometrical station
- 12 Public purposes: Wastewater treatment plant site
- 5 Public purposes: Water
- 1 Public purposes: Water and government requirements
- 4 Public purposes: Water and stopping place
- 13 Public purposes: Water supply
- Recreation and open space
- Roads

#### LOCAL SCHEME ZONES

(see scheme text for additional information)

- General industry
- Light industry
- Residential
- Residential development
- Rural

- Rural enterprise
- Rural residential
- Service commercial
- Special use
- Town centre
- Townsite

#### OTHER CATEGORIES

(see scheme text for additional information)

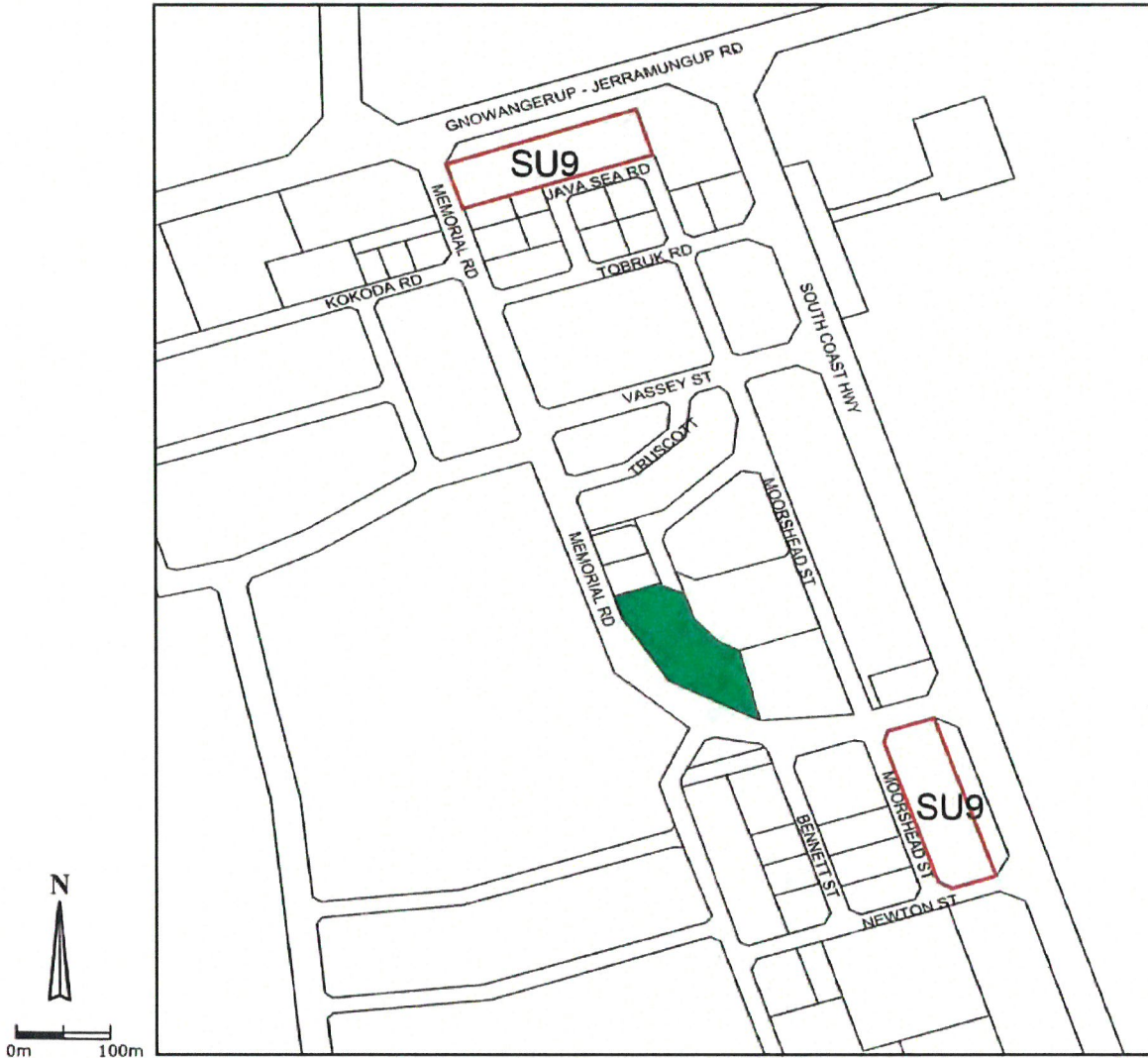
- Scheme boundary
- Local Government boundary
- R20 R Codes
- A1 Additional uses
- RR1 Rural residential area
- SU1 Special use area
- RE1 Rural enterprise area

- P1 Special control area - PDWSA
- SDA Special control area - special design area
- No zone
- Waterbodies

# SHIRE OF JERRAMUNGUP

## Local Planning Scheme No 2

### Amendment No 10



## PROPOSED ZONING

### LOCAL SCHEME RESERVES

(see scheme text for additional information)

- Conservation
- Public purposes
- 3 Public purposes Aerial landing
- 20 Public purposes Cemetery
- 17 Public purposes Civic and cultural
- 18 Public purposes Drainage
- 14 Public purposes Effluent disposal
- 19 Public purposes Geodetic station
- 2 Public purposes Government requirements
- 8 Public purposes Hall
- 16 Public purposes Hospital
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- 11 Public purposes Stock sale yards
- 9 Public purposes Stopping place for travellers and stock
- 7 Public purposes Trigonometrical station
- 12 Public purposes Wastewater treatment plant site
- 5 Public purposes Water
- 1 Public purposes Water and government requirements
- 4 Public purposes Water and stopping place
- 13 Public purposes Water supply
- Recreation and open space
- Roads

### LOCAL SCHEME ZONES

(see scheme text for additional information)

- General industry
- Light industry
- Residential
- Residential development
- Rural

- Rural enterprise
- Rural residential
- Service commercial
- Special use
- Town centre
- Townsite

### OTHER CATEGORIES

(see scheme text for additional information)

- Scheme boundary
- Local Government boundary
- R20 R Codes
- A1 Additional uses
- RR1 Rural residential area
- SU1 Special use area
- RE1 Rural enterprise area

- P1 Special control area - PDWSA
- SDA Special control area - special design area
- No zone
- Waterbodies



## Jerramungup PA

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**From:** Tobruk Traders <tobruk\_traders@westnet.com.au>  
**Sent:** Tuesday, 28 August 2018 6:59 PM  
**To:** Craig Pursey  
**Cc:** Martin Cuthbert; lesterrob@bigpond.com; wjgfbailey@westnet.com.au; julieleenhouwers@gmail.com; rexparrsons15@bigpond.com; priceyaj27@gmail.com; b4t@bigpond.com  
**Subject:** Re Local Planning Scheme Amendment.

Craig Pursey,  
 My response to the local Planning Scheme.  
 Sorry this is rushed as I said in our meeting I am very busy.

With Lot 148 Memorial Road.

This whole parcel of land is to be re zoned I notice that the North corner is already in use and has been cleared. Is this allowed if the land has not been already zoned to do so?

If it is more than one parcel then where is access to the other lots on this? From Java Sea road? I have been told from the former CEO Brent Bailey and Murray Flett that the part of Java Sea Road is not a gazetted road only the two ends that run from Tobruk Road.

I find this strange that why has the road one name if it is not joined up.

First point if access is to come from that side of Java Sea Road then that needs to be gazetted first ( funny it is on all the town maps).

Second point with this is if it is to be light industrial then I am presuming access would be needed for large vehicles. At the moment no long vehicles are allowed access to Tobruk Road so they will not be able to access their lot.

Lot 208

Has the same problem as Lot 148 Memorial Road it is already cleared and in use once again I ask is this legal?

At the moment the only road that has access to long vehicles is Memorial Road up as far as Eastern Great Southern Fuels. This is allowed as the Shire widened the corner between there and Gnownagerup- Jerramungup Road earlier this year allowing rezoning.

So all business on the southern end of town that gain access to memorial Road from South Coast Highway are doing so illegally this includes Larry Martin Transport, Campbells Transport, Synergy and possibly the shire to their yard. At the moment to be doing so legally all twin trailer trucks must drop trailers out of town and come in with one trailer this is causing down time with will ultimately add to the cost of supplies and that cost needs to be passed on to the consumer which in the end will be the customers. So local business will lose competitiveness.

I feel if this zoning is to be allowed there should be legal access to these lots by businesses that want to use them. The shire needs to look at upgrading these roads to allow all business in town to operate fairly and with the same consideration as to what was given to the businesses on Memeorial Road from the Gnownagerup Road.

I am in the middle and I also sell fuel but cannot expand my fuel selling as I cannot attract Trucks to my business due to road zoning and the same goes for the other businesses in South end of the town. If you are going to allow access for one or two businesses it should be allowed for all business that need the same access for their business as well ,this makes me feel that some businesses are being helped and not others.

Also any business that is going to use this land that is adjacent to the entrances of our town need to be made to keep the block in a tidy manner and keep within their boundaries so they do not look like a junk yard. There has been a lot of time and money spent on all entrances to try and attract visitors to stop in Jerramungup and it looks really good I would hate for this to be spioit by ugly yards on the approaches.

I am for the Shire trying to attract new business in the future but they also need to look at the needs of existing businesses as in all country towns every one is trying to diversify due to dwindling population within their towns. If we are not given consideration on points that may help us do this then what you have will struggle and may not survive.

I ask that you please consider these points when looking at this proposal especially to make sure that the lots can be **legally accessed** and that you give as much consideration to the existing businesses in town that are here now as you would to anyone new that may want to start up here. They must be sustainable businesses and at the moment everyone is struggling.

I know my comments may seem on the negative side but feel that they should be aired and taken into consideration.

Thank you for time to read this.

Maureen Prior

Tobruk Traders

# **A D M I N I S T R A T I O N**

<b>SUBMISSION TO:</b>	<b>Administration</b>
<b>AGENDA REFERENCE:</b>	<b>10.4.01</b>
<b>SUBJECT:</b>	<b>Telecommunications Infrastructure</b>
<b>LOCATION/ADDRESS:</b>	<b>Lot 2165 Tooreburrup Road, Bremer Bay</b>
<b>AUTHOR:</b>	<b>Martin Cuthbert, Chief Executive Officer</b>
<b>DISCLOSURE OF ANY INTEREST:</b>	<b>Nil</b>
<b>DATE OF REPORT:</b>	<b>4 September 2018</b>

## **SUMMARY**

For Council to approve the surrender and regrant of lease for Lot 2165 Tooreburrup Road, Bremer Bay with Telstra Corporation Limited for the purpose of installation of telecommunications infrastructure.

## **ATTACHMENT**

10.4.1 – Lease, plans and supporting documentation.

## **BACKGROUND**

### ***Site Description***

Lot 2165 Tooreburrup Road, Bremer Bay is currently developed with a 47m high guyed mast, telecommunications equipment shelter, fenced compound and tourist lookout. The existing tower accommodates both the police communications equipment and Telstra.

Access is from Tooreburrup Road up a reasonably steep slope.

There is a low fuel slashed area around the top of Tooreburrup Hill and an access track to the top that require annual maintenance.

### ***Zoning and Scheme Requirements***

Lot 2165 is a Local Reserve for Recreation and Open Space under the Shire of Jerramungup Local Planning Scheme No.2 (the Scheme).

### ***Land Use Classification***

The proposed land use is defined in the Scheme as '*telecommunications infrastructure*' as follows:

***“telecommunications infrastructure” means land used to accommodate any part of the infrastructure of a telecommunications network and includes any line, equipment, apparatus, tower, antenna, tunnel, duct, hole, pit or other structure used, or for use in or in connection with, a telecommunications network.***

Whilst *Telecommunication Infrastructure* is defined in the Scheme the land use of '*telecommunications infrastructure*' is not listed in Table 1 (Zoning Table) and therefore has been processed as a 'Use Not Listed'.

At its meeting held 16 August 2017 (OC170806 refers), it was resolved:

**That Council;**

1. **Approve the application for Telecommunications Infrastructure (Use Not Listed) at Lot 2165 Tooreburrup Road, Bremer Bay subject to the following conditions:**
  - a) **Development shall be carried out in full and fully implemented in accordance with the approved plans and details submitted with the planning application.**
  - b) **All runoff from impervious surfaces being contained within the property and disposed of to the Shire’s satisfaction.**
  - c) **Repair and/or replacement of the fencing to the existing compound to the satisfaction of the Chief Executive Officer;**
  - d) **Improvements being made to the existing access and manoeuvring area to ensure that adequate space for a 4WD fire appliance can access the top of Tooreburrup Hill and manoeuvre around the telecommunications compound to the satisfaction of the Chief Executive Officer.**
2. **Authorise the Chief Executive Officer to prepare variations to the existing lease between the Shire of Jerramungup and Telstra for Lot 2165 Tooreburrup Road, Bremer Bay that achieves:**
  - a) **An increase to the yearly rental commiserate with the additional area occupied;**
  - b) **An annual contribution towards maintenance of the slashed low fuel area around the telecommunications infrastructure and access to the tower. In effect, this payment would be added to the rental and increased annually at 3%; and**
  - c) **All costs in preparing the lease are to be borne by the proponent.**
3. **Once the lease has been prepared, authorise the Chief Executive Officer and Shire President to execute the lease agreement.**

**CONSULTATION**

Public consultation on the application to install new telecommunications equipment was undertaken during July 2017, closing on 3 August 2017 and included advertising in the local paper and information posted on the Shire’s website, facebook page and notice boards.

Advertising of the arrangement will be part of the disposal by lease proposal, with Council required to consider any submissions received.

**COMMENT**

Telstra have a current lease over a small portion of the equipment shelter at Lot 2165 Tooreburrup Road. The initial report to Council proposed a variation to the existing lease agreement.

Telstra have received additional advice from the Australian Government Solicitor Office that Landgate now requires a Surrender and Regrant of the existing lease rather than the variation as was previously agreed to with Council.

**STATUTORY REQUIREMENTS*****3.58. Disposing of property***

- (1) *In this section —*
- dispose** *includes to sell, lease, or otherwise dispose of, whether absolutely or not;*
- property** *includes the whole or any part of the interest of a local government in property, but does not include money.*
- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) *it gives local public notice of the proposed disposition —*
- (i) *describing the property concerned; and*
- (ii) *giving details of the proposed disposition; and*
- (iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
- and*
- (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*
- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
- (a) *the names of all other parties concerned; and*
- (b) *the consideration to be received by the local government for the disposition; and*
- (c) *the market value of the disposition —*
- (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
- (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*

### **STRATEGIC IMPLICATIONS**

This item relates to the following component from the Shire of Jerramungup Community Plan 2016 – 2026;

1.2.4 – Ensure that new development is well designed and sustainable, where community needs are met while conserving our natural and built environment

3.4.6 – Reliable and fast telecommunications such as mobile phone, internet/broadband

### **FINANCIAL IMPLICATIONS**

All costs associated with the development, execution and completion of the surrender of lease and new lease documentation will be met by the tenant.

The new lease will have a lease fee of \$8,000pa and include an annual contribution toward fire mitigation and access of \$1,500. The \$9,500pa will increase annually by 3%.

### **WORKFORCE IMPLICATIONS**

Nil

### **POLICY IMPLICATIONS**

The Shire does not currently have a telecommunications policy however the Scheme cites specific matters to be taken into consideration for the assessment of applications. The Western Australian Planning Commissions has a broad Statement of Planning Policy for Telecommunications which lists similar matters to the Scheme, and includes references to ‘communications needs of the community’ and ‘visual impact on the character and amenity of the surrounding area’.

### **VOTING REQUIREMENTS**

Absolute Majority

### **RECOMMENDATION**

**That Council, BY AN ABSOLUTE MAJORITY:**

- 1. Agrees to the Deed of Surrender of the existing lease and agrees to grant a new lease to Telstra Corporation Limited at Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia**
- 2. Delegate authority to the Chief Executive Officer to commence the process of disposition of property in accordance with section 3.58 of the *Local Government Act 1995* by giving local public notice of its intention to lease Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia to Telstra Corporation Limited.**
- 3. Subject to no objections being received by the close of the submission period, Council delegates authority to the Chief Executive Officer to finalise a lease which will include the following;**
  - I. Lease term for a term of six (6) years, eight (8) months, twenty eight (28) days with a further option of two (2) terms of five (5) years each;**
  - II. The applicants agreeing to pay all costs associated with the surrender and lease application including but not limited to document preparation and advertising;**
  - III. Advertising for the disposal being undertaken in accordance with the provisions of section 3.58 of the *Local Government Act 1995*; and**
  - IV. Rental based on \$8,000 per annum with a \$1,500 per annum contribution towards fire mitigation and access works. The \$9,500 per annum to be increased annually on the anniversary of the commencement date by 3%.**
- 4. Delegate authority to the Chief Executive Officer to negotiate any lease wording and variations other than the advertised price and points 3(i-iv) above.**
- 5. Delegates authority to the Chief Executive Officer and Shire President to sign and affix the Common Seal of the Shire of Jerramungup to the lease agreement between**

**the Shire of Jerramungup and Telstra Corporation Limited for Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia.**

**OC180907 Moved Cr Bailey / Seconded Cr Leenhouwers**

**That Council, BY AN ABSOLUTE MAJORITY:**

- 6. Agrees to the Deed of Surrender of the existing lease and agrees to grant a new lease to Telstra Corporation Limited at Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia**
- 7. Delegate authority to the Chief Executive Officer to commence the process of disposition of property in accordance with section 3.58 of the *Local Government Act 1995* by giving local public notice of its intention to lease Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia to Telstra Corporation Limited.**
- 8. Subject to no objections being received by the close of the submission period, Council delegates authority to the Chief Executive Officer to finalise a lease which will include the following;**
  - V. Lease term for a term of six (6) years, eight (8) months, twenty eight (28) days with a further option of two (2) terms of five (5) years each;**
  - VI. The applicants agreeing to pay all costs associated with the surrender and lease application including but not limited to document preparation and advertising;**
  - VII. Advertising for the disposal being undertaken in accordance with the provisions of section 3.58 of the *Local Government Act 1995*; and**
  - VIII. Rental based on \$8,000 per annum with a \$1,500 per annum contribution towards fire mitigation and access works. The \$9,500 per annum to be increased annually on the anniversary of the commencement date by 3%.**
- 9. Delegate authority to the Chief Executive Officer to negotiate any lease wording and variations other than the advertised price and points 3(i-iv) above.**
- 10. Delegates authority to the Chief Executive Officer and Shire President to sign and affix the Common Seal of the Shire of Jerramungup to the lease agreement between the Shire of Jerramungup and Telstra Corporation Limited for Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia.**

**Carried 7 – 0**





# **CMTS LEASE OF LAND**

**(Western Australia)**

**Property: Lot 2165,  
Tooreburrup Road, Bremer Bay, Western  
Australia**

**(JDE 31523100, RFNSA 6338004)**

**Shire of Jerramungup**

**Telstra Corporation Limited**

**ABN 33 051 775 556**

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## REFERENCE SCHEDULE

<b>Item 1</b>	<b>Lessor:</b>	<b>Name:</b> Shire of Jerramungup <b>Address:</b> 8 Vasey Street JERRAMUNGUP WA 6337 <b>Tel:</b> 08 9835 1022 <b>Email:</b> ceo@jerramungup.wa.gov.au
<b>Item 2</b>	<b>Lessee:</b>	<b>Name:</b> <b>Telstra Corporation Limited Director, Telstra Property</b> <b>Address:</b> c/- JLL Level 34, 242 Exhibition Street MELBOURNE VIC 3000 <b>Attention:</b> Property Management Director <b>Email:</b> Telstra.Notices@ap.jll.com and F0901953@team.telstra.com
<b>Item 3</b> (Clause 1.1)	<b>Premises:</b>	That part of the Land hatched on the plan annexed to this Lease in Annexure "A" and situated at Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia.  [For Telstra Reference Purposes Only: JDE 31523100, RFNSA 6338004]
<b>Item 4</b> (Clause 1.1)	<b>Land:</b>	Lot 2165 on Deposited Plan 116373 being the whole of the land contained in Certificate of Title Volume LR3111 Folio 30.
<b>Item 5</b> (Clause 1.1)	<b>Term:</b>	Six (6) years, eight (8) months, twenty eight (28) days.
<b>Item 6</b> (Clause 1.1)	<b>Commencement Date:</b>	1 June 2018
<b>Item 7</b> (Clause 1.1)	<b>Terminating Date:</b>	28 February 2025
<b>Item 8</b> (Clause 1.1)	<b>Rent:</b>	\$9,500.00 per annum (excluding GST), subject to clause 3.1(b).
<b>Item 9</b> (Clause 3.1)	<b>Payment of Rent:</b>	Yearly in advance on each anniversary of the Commencement Date by way of electronic funds transfer and thereafter on each anniversary of the Commencement Date.
<b>Item 10</b> (Clause 3.6)	<b>Permitted Use:</b>	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the Act.

<b>Item 11</b> (Clause 5.4)	<b>Further Terms:</b>	Two (2) further terms of five (5) years each.
<b>Item 12</b> (Clause 3.1)	<b>Review of Rent:</b>	The Rent is to be increased on each Review Date by 3% per annum during the Term and any Further Term.
<b>Item 13</b> (Clause 1.1)	<b>Existing Carrier:</b>	Not Applicable.
<b>Item 14</b> (Clause 1.2)	<b>Statutory provisions not applying:</b>	Sections 92 and 93 of the <i>Transfer of Land Act 1893</i> (WA) do not apply to this Lease.

## DATE

## PARTIES

The Lessor.

The Lessee.

## RECITALS

- A. The Lessor is the owner of the Land.
- B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

#### 1.1 Definitions

In this Lease:

**Act** means the *Telecommunications Act 1997* (Cth).

**Active Area** means those areas around the antennas marked red and yellow in the drawings contained in the SSD.

**Ancillary Equipment** means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Carrier** has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

**Carrier Requirements** means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

**Commencement Date** means the date specified in Item 6.

**Emergency** means circumstances where access must be provided without delay to protect:

- (a) the integrity of the Lessee's telecommunications network or the Facility; or
- (b) the health or safety of persons; or
- (c) the environment; or
- (d) property; or
- (e) maintenance of an adequate level of service or to prevent loss of transmission.

**Existing Carrier** has the meaning given to it in Item 13.

**Facility** means the telecommunications facility being the equipment housing, tower (if any), security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

**Further Term** means a further term of this Lease, if any, as specified in Item 11.

**Item** means an item in the Reference Schedule.

**Land** means the land described in Item 4.

**Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease.

**Lessee** means the party named in Item 2.

**Lessor** means the party named in Item 1.

**Permitted Use** means the use specified in Item 10.

**Premises** means the premises leased to the Lessee as described in Item 3.

**Reference Schedule** means the reference schedule in this Lease.

**Related Body Corporate** means:

- (a) a related body corporate; or
- (b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

**Rent** means the amount specified in Item 8 as varied on any Review Date under this Lease.

**Review Date** means each anniversary of the Commencement Date during the Term or any Further Term.

**Services** means electricity and any telecommunications services.

**SSD** means the Site Safety Documentation comprising the EME guide (formerly known as the radio communications site management book) and the Site Compliance Certificate (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

**State** means the state or territory in which the Land is located.

**Term** means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

**Terminating Date** means the date specified in Item 7.

## 1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (d) Words of inclusion or example are not words of limitation.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.
- (g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- (h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (i) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.
- (k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).



- (l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
  - (i) an obligation of those persons is joint and several;
  - (ii) a right of those persons is held by each of them severally; and
  - (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
    - (A) a representation, warranty or undertaking is given by each of them separately; and
    - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.
- (p) The statutory provisions in Item 14 (if any) do not apply to this Lease.

### 1.3 Good Faith

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

### 1.4 Consents

Where the consent or approval of either party is required under this Lease, then the consenting party must:

- (a) not unreasonably withhold or delay its consent or approval;
- (b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and
- (c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

## 2. DEMISE

### 2.1 Lessee Rights

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "B", and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;
- (f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (g) use so much of the Land adjoining and adjacent to:
  - (i) the Premises; or
  - (ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

### 2.2 Security

- (a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.
- (b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.

- (c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.
- (d) As soon as practicable after the Commencement Date, the Lessor must:
  - (i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and
  - (ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).
- (e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

### **3. LESSEE'S COVENANTS**

#### **3.1 Rent and Rent Review**

- (a) The Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is a gross rent inclusive of all outgoings and is to be reviewed on each Review Date in accordance with Item 12.

#### **3.2 Condition of the Premises**

- (a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

#### **3.3 Reinstatement and Make Good**

- (a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land, and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

#### **3.4 Assignment**

- (a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.

(b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:

(i) Related Body Corporate; or

(ii) a Carrier

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.

(c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.

(d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

### 3.5 Services

(a) The Lessee may install separate metering for the Services to the Premises.

(b) The Lessee must install separate metering for the Services to the Premises if:

(i) requested by the Lessor; and

(ii) it is reasonably able and permitted by any relevant authority to do so.

(c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

### 3.6 Use of Premises

The Lessee:

(a) may carry out any structural work required for the installation of the Facility; and

(b) may only use the Premises for the Permitted Use.

## 4. LESSOR'S COVENANTS

### 4.1 Quiet Enjoyment

(a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

- (b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.
- (c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.
- (d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

#### 4.2 Non-derogation from Grant

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

#### 4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to:
  - (i) other Carriers or occupiers;
  - (ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Land

the Lessor must first:

  - (iii) promptly give notice to the Lessee of such a proposal; and
  - (iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.
- (b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected;
- (c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor immediately upon receipt of notice from the Lessee, either must:
  - (i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;
  - (ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or
  - (iii) terminate the arrangement with the other Carrier or occupier.

- (d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

#### 4.4 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

#### 4.5 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

#### 4.6 Consent of Mortgagee or Chargee

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

#### 4.7 Consent of Strata Company

Intentionally Deleted.

#### 4.8 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:
  - (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or
  - (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or

- (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):
  - (i) it must at its cost reinstate the Premises in accordance with clause 3.3; and
  - (ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

#### 4.9 No Restriction on Commonwealth Legislation

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:
  - (i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
  - (ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of this Lease.

#### 4.10 Access track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its cost any access track or power connection then any other person (except the Lessor) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

#### 4.11 Lessee's Property

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

#### 4.12 Contamination

The Lessor:

- (a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and

- (b) confirms that:
  - (i) in respect of the Land; and
  - (ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

#### 4.13 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c) the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

#### 4.14 Events Affecting Land

- (a) If:
  - (i) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;
  - (ii) the Lessor receives a notice, or would reasonably be aware, of a proposal for development occurring on adjoining land;
  - (iii) the Lessor changes its address for notices; or
  - (iv) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

- (b) If the Lessor proposes to grant a lease over all or part of the Premises which is intended to run concurrently with the Term or any part of the Term then the Lessor must obtain the prior consent of the Lessee and, if it fails to do so, then the Lessor must compensate the Lessee for any loss, damage or disadvantage which the Lessee may suffer or incur as a result of the Lessor's failure or delay in seeking the consent of the Lessee. Despite anything else contained in this Lease, where the consent of the Lessee is sought by the Lessor under this clause, the Lessee may grant or refuse its consent in its absolute discretion.

### 5. MUTUAL COVENANTS

#### 5.1 Default and Re-entry

- (a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:



- (i) 20 Business Days in the case of non-payment of Rent; and
- (ii) 60 Business Days in the case of all other breaches,

from the date of receipt of notice from the Lessor providing reasonable particulars of the default:

- (iii) remedy the default; or
- (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

## 5.2 Costs of Lease

- (a) The Lessee must contribute to the Lessor's reasonable legal fees and disbursements for the preparation, negotiation and execution of this Lease an amount not exceeding \$1,500.00.
- (b) If stamp duty or registration fees are:
  - (i) payable on this Lease; and
  - (ii) the relevant law makes the Lessee liable to pay them

the Lessee will pay the applicable stamp duty or registration fees.

## 5.3 Holding Over

- (a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a yearly tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other (which notice may expire at any time).

## 5.4 Option to Renew

- (a) Unless the Lessee gives to the Lessor either:
  - (i) at least 3 months' notice before the Terminating Date that the Lessee does not want a new lease of the Premises for a Further Term; or
  - (ii) notice before the Terminating Date that the Lessee does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 5.3,

then provided the Lessee is not then in breach of an essential term of this Lease of which it has been notified by the Lessor, the Lessor must grant to the Lessee a new lease of the Premises for that Further Term.

- (b) The new lease must be on the same terms and conditions as this Lease except that:
  - (i) **(Reference Schedule)** any necessary changes are made to Items 5, 6, 7 and 11 in the new lease;
  - (ii) **(cover page)** if applicable any necessary changes are made to the term details on the cover page of the new lease;
  - (iii) **(Rent)** the rent to be inserted in Item 8 is the Rent payable on the Terminating Date of this Lease increased by the percentage referred to in Item 12; and
  - (iv) **(clause 5.2)** clause 5.2 is to be deleted and replaced with the following clause:

### "5.2 Costs of Lease

- (a) The Lessor will contribute to the Lessor's legal fees and disbursements for the preparation, negotiation and execution of this Lease an amount not exceeding \$500.00.
- (b) If stamp duty or registration fees are:
  - (i) payable on this Lease; and
  - (ii) the relevant law makes the Lessee liable to pay themthe Lessee will pay the applicable stamp duty or registration fees."

## 6. INSURANCE AND INDEMNITY

### 6.1 Property Insurance - Lessee to self insure

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

### 6.2 Lessee to insure if self insurance ceases

If the Lessee:

- (a) elects to discontinue; or
- (b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

### 6.3 Workers' Compensation Insurance

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

### 6.4 Public Liability Insurance

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Lessor as an insured to the extent required in this Lease.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

### 6.5 Indemnity

- (a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:
  - (i) a breach of this Lease by the Lessee; or
  - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.
- (b) The indemnity provided by the Lessee under this clause 6.5 will not exceed \$20 million per event and in the aggregate.
- (c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.
- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

## 7. NOTICES

### 7.1 Authorised Representative

In this clause 7.1 Authorised Representative:

- (a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and
- (b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

### 7.2 How to give a notice

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
  - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
  - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

### 7.3 Oral Notice

Where this Lease expressly permits that a notice may be given orally, then:

- (a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and
- (b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

### 7.4 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) where it is given by email:
  - (i) *if delivered by 5.00 pm on a Business Day* - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or

- (ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;*
- (b) where it is sent by mail:
  - (i) within Australia - 7 Business Days after posting; or
  - (ii) to or from a place outside Australia - 10 Business Days after posting; and
- (c) if it is given orally - at the time it is given.

## 7.5 Address for notices

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Lease, or as the person notifies the sender.

## 8. GST

### 8.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

### 8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration.

### 8.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

### 8.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

### 8.5 Interpretation

In this Lease:

- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

#### 8.6 Time limit on payment of the GST amount

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

#### 9. REGISTRATION

On request by the Lessee, the Lessor, at its own cost, must do what is required to enable the Lessee to register the Lease.



## ANNEXURE A - PREMISES PLAN

This is Annexure "A" referred to in the CMTS Lease of Land between Shire of Jerramungup as Lessor and Telstra Corporation Limited as Lessee



**^Note: Final premises plans should be inserted here^**

## ANNEXURE B - ANTENNA PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Shire of Jerramungup as Lessor and Telstra Corporation Limited as Lessee

**^Note: Final antenna plans should be inserted here^**



# Deed of Surrender of Lease and Grant of Lease

**Property:** The property described in Item 1(a) of the Schedule

**Landlord:** The landlord described in Item 1(b) of the Schedule

**Tenant:** Telstra Corporation Limited

ABN 33 051 775 556

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## DEED OF SURRENDER OF LEASE AND GRANT OF LEASE

### DATE

### PARTIES

The party described as "**Landlord**" in Item 1(b) of the Schedule (**Landlord**)

**Telstra Corporation Limited** ABN 33 051 775 556 (**Tenant**)

### RECITALS

- A. The Tenant is entitled to possession of the Premises under the Lease.
- B. The Landlord and the Tenant have agreed to surrender the Lease and the Landlord has agreed to grant and the Tenant has agreed to accept the New Lease on the terms set out in this document.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

##### 1.1 Definitions

The following definitions apply in this document:

**Lease** means the lease of the Premises dated 21 July 2015 registered number N111285.

**New Lease** means the lease of the New Premises at the New Rent in the form annexed to this document as annexure A.

**New Premises** means the property described in Item 1(a) of the Schedule and shown hatched on the plan contained in annexure B.

**New Rent** means the rent described at Item 1(c) of the Schedule (plus GST).

**Premises** means the premises the subject of the Lease.

**Schedule** means the schedule contained in this document.

**Surrender Date** means the date described in Item 1(d) of the Schedule, or if no date is specified, the date of this document.

##### 1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- 
- (a) A reference to:
    - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
    - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
    - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
    - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
    - (v) anything (including a right, obligation or concept) includes each part of it.
  - (b) A singular word includes the plural, and vice versa.
  - (c) A word which suggests one gender include the other genders.
  - (d) If a word is defined, another part of speech has a corresponding meaning.
  - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
  - (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

## 2. **SURRENDER**

- (a) The Tenant surrenders to the Landlord its interest in the Lease and the Premises from the Surrender Date.
- (b) The Landlord accepts the surrender under paragraph (a).
- (c) The Landlord must give to the Tenant before the Surrender Date a Land Titles Office form of Surrender of Lease, signed by the Landlord in registrable form, in relation to the surrender of the Lease.
- (d) Nothing in this document affects, and it is the intention of the parties to preserve, any rights, liabilities or obligations of either party under the Lease prior to the Surrender Date.

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### 3. GRANT OF LEASE

#### 3.1 New Lease

- (a) The Landlord agrees to grant the New Lease to the Tenant from the day after the Surrender Date and the Tenant agrees to accept the New Lease.
- (b) The Landlord must execute the New Lease (in triplicate) and return it to the Tenant when the Landlord executes this document and returns it to the Tenant.
- (c) The Tenant must at its cost attend to the stamping (if required) and registration of the New Lease.

#### 3.2 Authorisation to complete New Lease

The Landlord:

- (a) unconditionally and irrevocably authorises the Tenant and its lawyers to do the acts referred to in clause 3.3 with respect to the New Lease; and
- (b) undertakes to do all things necessary or appropriate to assist with the completion of the New Lease.

#### 3.3 Completion of New Lease

The Tenant and its lawyers are authorised to complete the New Lease as follows:

- (a) to date the New Lease and to correct dates;
- (b) to complete blanks in clauses, schedules or annexures to the New Lease and, without limitation, to insert:
  - (i) the commencement date being the day after the Surrender Date;
  - (ii) the expiry date being the expiry date under the Lease;
  - (iii) the term being the period from the commencement date to the expiry date;
  - (iv) a description of the premises being the New Premises and to attach a plan of the New Premises; and
- (c) to vary the New Lease to correct any clerical error or title reference; and
- (d) to make any changes to the New Lease which are necessary to comply with the requirements of the Landgate for registration of the New Lease.

### 4. GST

- (a) If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the



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consideration (**receiving party**) must also pay an amount equal to the GST payable by the supplying party.

- (b) Subject to first receiving a tax invoice, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 4(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 4(a) will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.
- (e) In this document:
  - (i) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
  - (ii) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
  - (iii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.
- (f) Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 4 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:
  - (i) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or
  - (ii) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

## 5. TELSTRA CORPORATION LIMITED

Nothing in this document affects, restricts, limits or derogates from the rights, powers and immunity of the Tenant under and by virtue of the *Telecommunications Act 1997* (Cth) or any other applicable legislation of the Commonwealth and any regulations made thereunder (as amended from time to time).

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## 6. **MORTGAGEE'S CONSENT**

The Landlord must procure the consent of any mortgagee of the New Premises to this document as soon as practicable after the date of this document.

## 7. **GENERAL**

### 7.1 **Governing law**

This document is governed by the law in force in Perth.

### 7.2 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document):

- (a) that the other party may reasonably require to give full effect to this document;
- (b) to satisfy a requirement of the Lease or of this document; and
- (c) (if applicable) to satisfy a reasonable requirement of the Landlord's mortgagee.

### 7.3 **Operation of this document**

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

### 7.4 **Inconsistency with other documents**

If this document is inconsistent with the Lease or with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

### 7.5 **Amendment**

This document can only be amended, supplemented, replaced or novated by another document.

### 7.6 **Costs**

Each party will bear their own legal costs in relation to the preparation, negotiation, review and execution of this document and the Land Titles Office form of Surrender of Lease. The Tenant will pay the registration fees.

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**SCHEDULE**

**ITEM 1**

<b>(a)</b>	<b>New Premises</b>	That part of the Land hatched on the plan annexed to this document in Annexure "B" and situated at Lot 2165 Tooreburrup Road, Bremer Bay, Western Australia
<b>(b)</b>	<b>Landlord</b>	Shire of Jerramungup of 8 Vasey Street, Jerramungup, WA
<b>(c)</b>	<b>New Rent</b>	\$9,500.00 per annum
<b>(d)</b>	<b>Surrender Date</b>	Midnight on 31 May 2018

---

**ANNEXURE A**  
**NEW LEASE**

---

**ANNEXURE B**  
**NEW PREMISES**



---

**EXECUTED** as a deed.

**EXECUTED BY THE LANDLORD**

The COMMON SEAL of the **SHIRE OF JERRAMUNGUP**  
was affixed hereto by authority of a resolution of the Council in the  
presence of:

.....  
PRESIDENT (Print Full Name)

.....  
CHIEF EXECUTIVE OFFICER (Print Full Name)

**EXECUTED BY THE TENANT**  
**SIGNED, SEALED AND** )  
**DELIVERED** by )  
)  
)  
)  
)  
of **TELSTRA CORPORATION** )  
**LIMITED** as attorney for )  
**TELSTRA CORPORATION** )  
**LIMITED** under power of attorney )  
registered no. **J289811** in the )  
presence of:

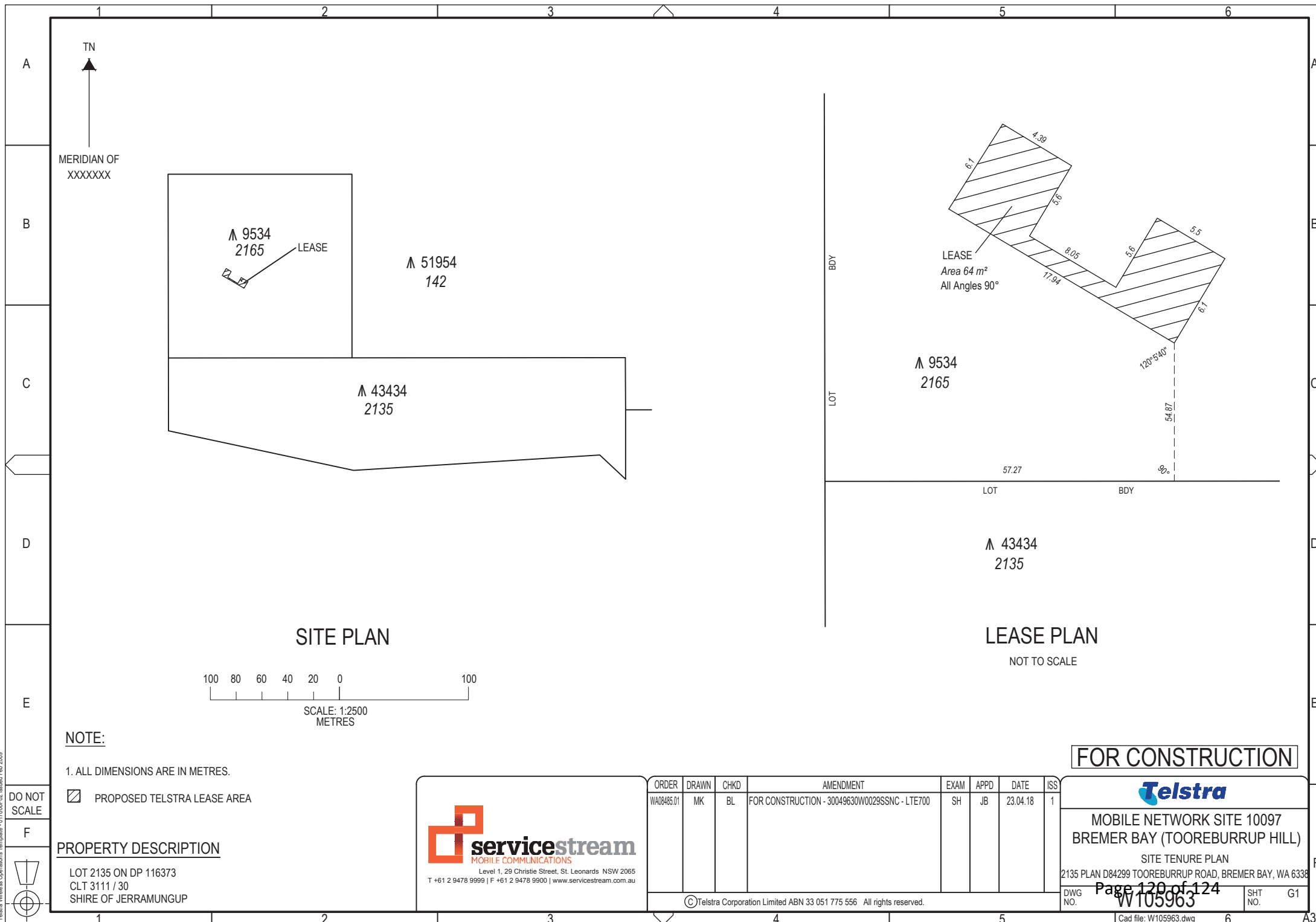
.....  
By executing this agreement the  
attorney states that the attorney has  
received no notice of revocation of  
the power of attorney

.....  
Signature of witness

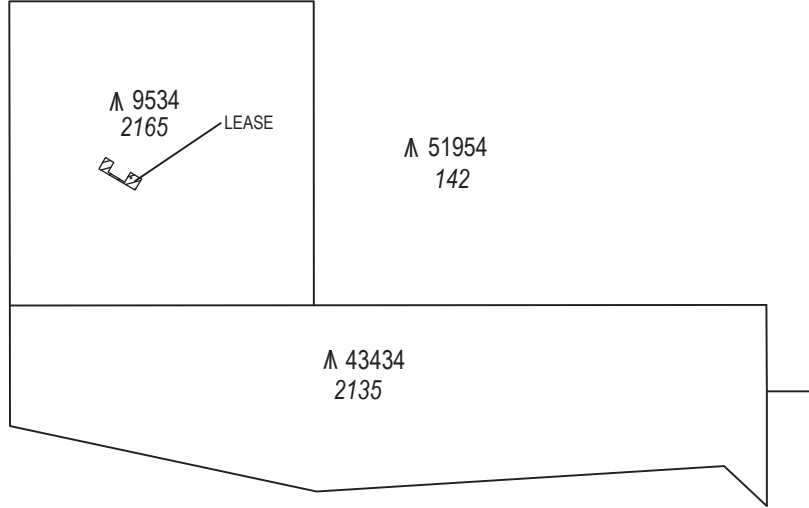
.....  
Full Name of witness (block letters)

.....  
Occupation of witness

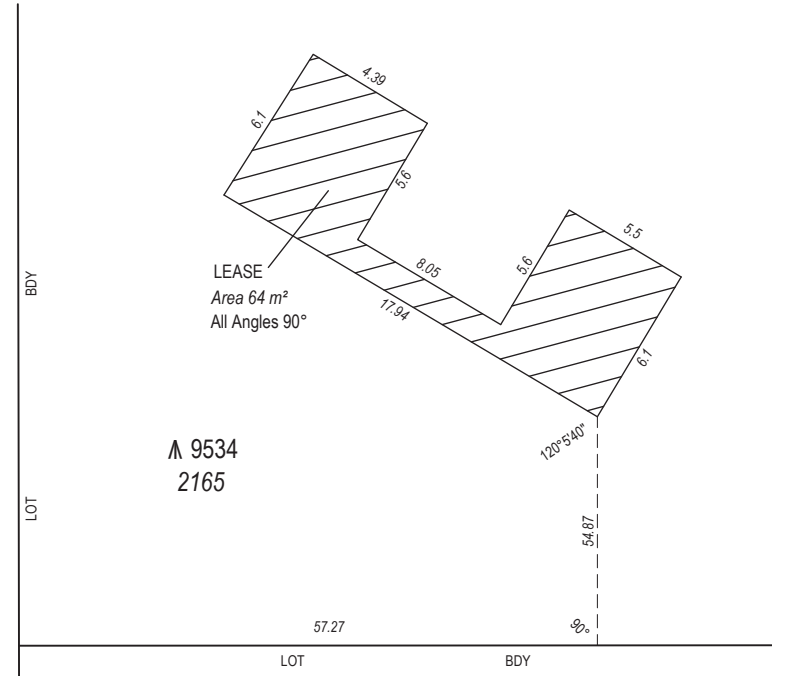
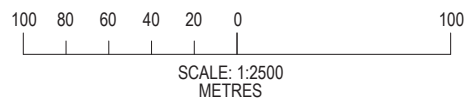
.....  
Address of witness



TN  
 ↑  
 MERIDIAN OF  
 XXXXXXX



**SITE PLAN**



**LEASE PLAN**

NOT TO SCALE

**NOTE:**

1. ALL DIMENSIONS ARE IN METRES.

PROPOSED TELSTRA LEASE AREA

**PROPERTY DESCRIPTION**

LOT 2135 ON DP 116373  
 CLT 3111 / 30  
 SHIRE OF JERRAMUNGUP



ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
WA08485.01	MK	BL	FOR CONSTRUCTION - 30049630W0029SSNC - LTE700	SH	JB	23.04.18	1

**FOR CONSTRUCTION**



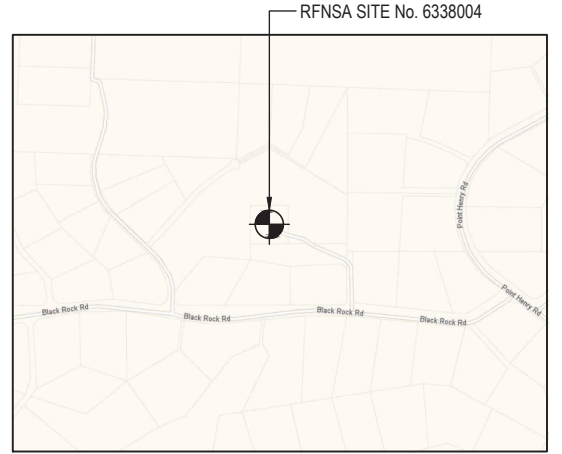
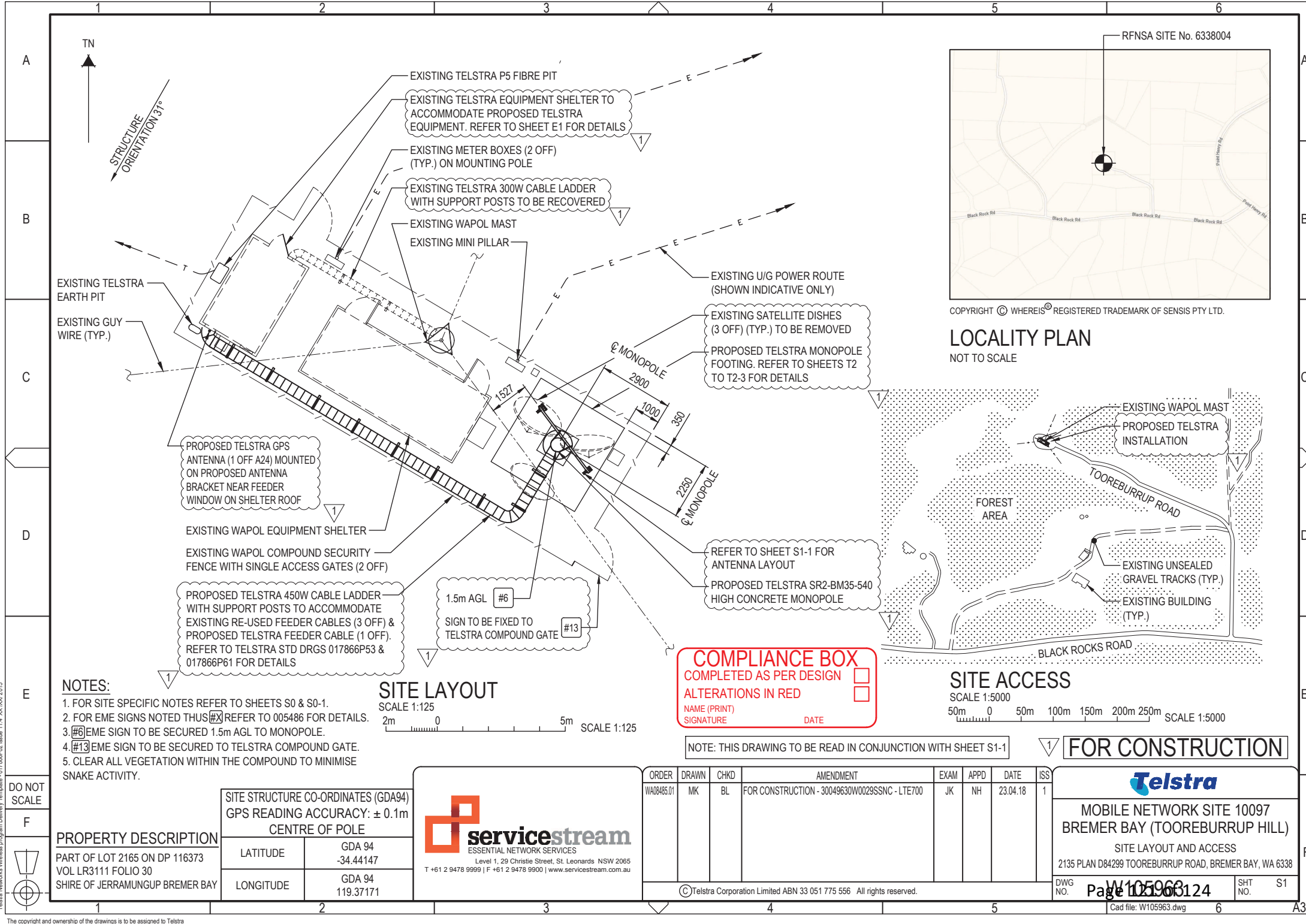
**MOBILE NETWORK SITE 10097  
 BREMER BAY (TOOREBURRUP HILL)**  
 SITE TENURE PLAN  
 2135 PLAN D84299 TOOREBURRUP ROAD, BREMER BAY, WA 6338

DWG NO. **W105963** SHT NO. **G1**

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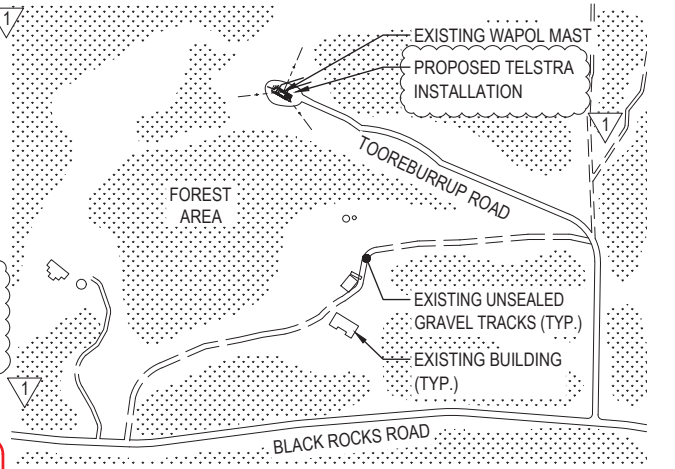
Telstra Wireless Operations Template - 07/26/2012 Issued Feb 2009





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**LOCALITY PLAN**  
NOT TO SCALE



**SITE ACCESS**  
SCALE 1:5000

50m 0 50m 100m 150m 200m 250m SCALE 1:5000

**NOTES:**

1. FOR SITE SPECIFIC NOTES REFER TO SHEETS S0 & S0-1.
2. FOR EME SIGNS NOTED THUS #X REFER TO 005486 FOR DETAILS.
3. #6 EME SIGN TO BE SECURED 1.5m AGL TO MONOPOLE.
4. #13 EME SIGN TO BE SECURED TO TELSTRA COMPOUND GATE.
5. CLEAR ALL VEGETATION WITHIN THE COMPOUND TO MINIMISE SNAKE ACTIVITY.

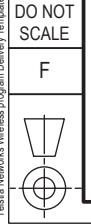
**SITE LAYOUT**  
SCALE 1:125

2m 0 5m SCALE 1:125

**COMPLIANCE BOX**  
COMPLETED AS PER DESIGN   
ALTERATIONS IN RED   
NAME (PRINT) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: THIS DRAWING TO BE READ IN CONJUNCTION WITH SHEET S1-1

**FOR CONSTRUCTION**



DO NOT SCALE

**PROPERTY DESCRIPTION**

PART OF LOT 2165 ON DP 116373  
VOL LR3111 FOLIO 30  
SHIRE OF JERRAMUNGUP BREMER BAY

SITE STRUCTURE CO-ORDINATES (GDA94) GPS READING ACCURACY: ± 0.1m CENTRE OF POLE	
LATITUDE	GDA 94 -34.44147
LONGITUDE	GDA 94 119.37171

**servicestream**  
ESSENTIAL NETWORK SERVICES  
Level 1, 29 Christie Street, St. Leonards NSW 2065  
T +61 2 9478 9999 | F +61 2 9478 9900 | www.servicestream.com.au

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
WA08485.01	MK	BL	FOR CONSTRUCTION - 30049630W0029SSNC - LTE700	JK	NH	23.04.18	1

**MOBILE NETWORK SITE 10097  
BREMER BAY (TOOREBURRUP HILL)**

SITE LAYOUT AND ACCESS  
2135 PLAN D84299 TOOREBURRUP ROAD, BREMER BAY, WA 6338

DWG NO. **W105963124** SHT NO. S1

**NOTES:**

1. ALL FEEDER ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615.
2. FOR SITE SPECIFIC NOTES REFER TO SHEETS S0 & S0-1.
3. FOR EME SIGNS NOTED THUS (#X) REFER TO 005486 FOR DETAILS.
4. (#2) EME SIGN SECURED BELOW EACH OMNI ANTENNA.
5. (#6) EME SIGN TO BE SECURED 1.5m AGL TO MONOPOLE.
6. (#13) EME SIGN TO BE SECURED TO TELSTRA COMPOUND GATE.
7. STRUCTURAL ADEQUACY OF PROPOSED MONOPOLE TO SUPPORT PROPOSED TELSTRA EQUIPMENT HAS BEEN CONFIRMED BY SSNC.

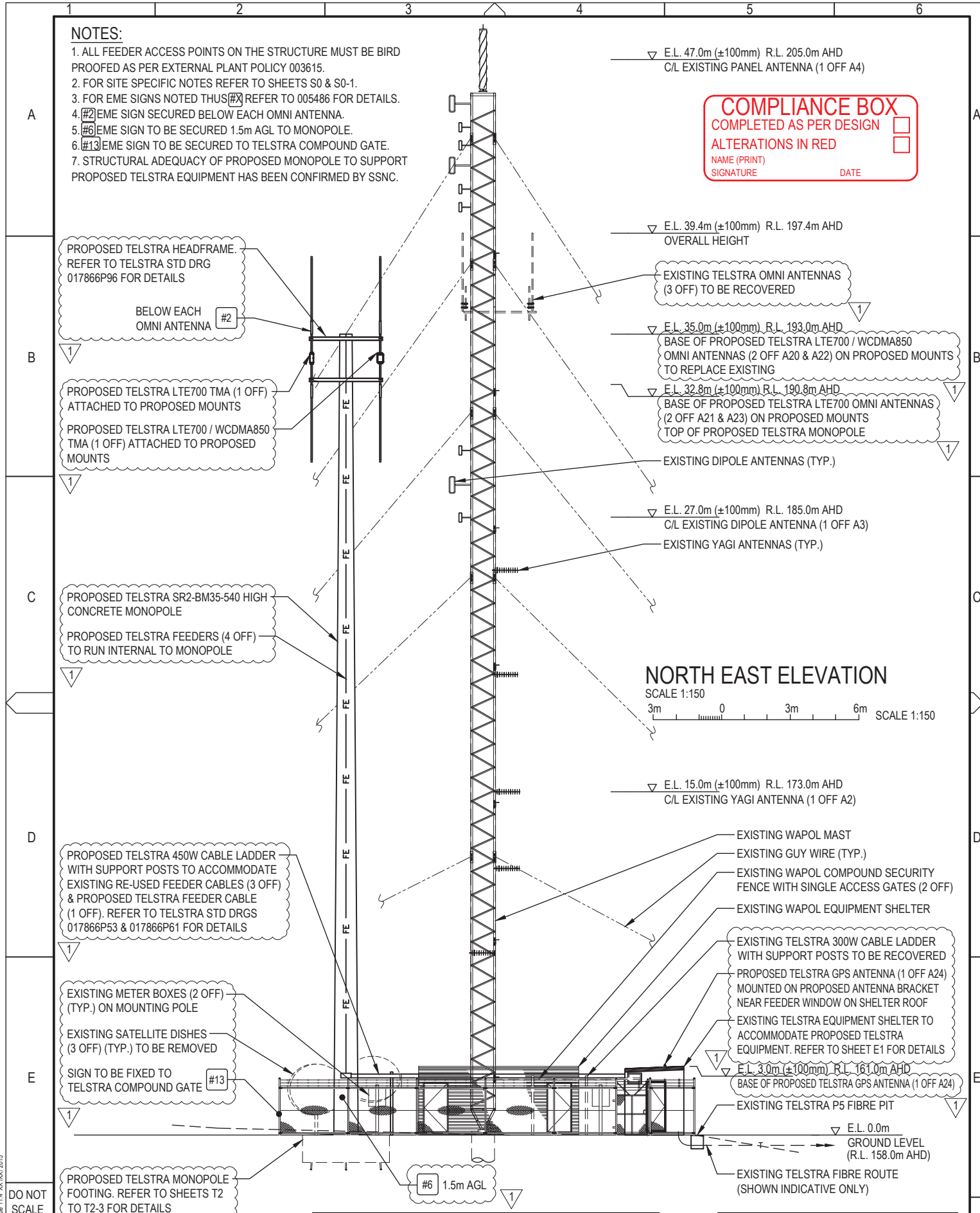
COMPLIANCE BOX

COMPLETED AS PER DESIGN

ALTERATIONS IN RED

NAME (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**NORTH EAST ELEVATION**

SCALE 1:150  
 3m 0 3m 6m SCALE 1:150

NOTE: THIS DRAWING TO BE READ IN CONJUNCTION WITH SHEET S3-1

**FOR CONSTRUCTION**

**servicestream**  
 ESSENTIAL NETWORK SERVICES  
 Level 3, 7-9 Tanunda Drive, Rivervale WA 6103  
 T +61 8 9355 7500 | F +61 8 9355 5100 | www.servicestream.com.au

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
WA08485.01	MK	BL	FOR CONSTRUCTION - 30049630W0029SSNC - LTE700	JK	NH	23.04.18	1

**MOBILE NETWORK SITE 10097  
 BREMER BAY (TOOREBURRUP HILL)**  
 NORTH EAST ELEVATION  
 2135 PLAN D84299 TOOREBURRUP ROAD, BREMER BAY, WA 6338

DWG NO. **W105963** SHT NO. **S3**  
 Page **12** of **124**

Telstra Networks Wireless program Delivery Template - 017866P2 Issue 11.4.XX (XX) 2015

**C O U N C I L L O R  
R E P O R T S**

**COUNCILLOR REPORTS**

**Cr Price** – Great Southern Recreation Advisory Group. Jerramungup CRC Meeting.

**Cr Iffla** – Bruce Manning, Great Southern Development Commission.

**Cr Lester** – LEMC Meeting, JACUP Fire Shed has been funded. WALGA Zone Meeting. Department of Transport, Bremer Bay Marina Advisory Meeting, Western Australia Country Health Services Meeting, Bremer Bay and CRC Local Health Services Meeting.

**NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY THE PRESIDING MEMBER**

**From Officers**

Nil

**From Elected Members**

Nil

**CONFIDENTIAL ITEMS**

Nil

**NEXT MEETING/S**

The next Ordinary Meeting of Council is to be held: 17 October 2018, commencing 2:00pm, at the Shire of Jerramungup Council Chambers, 8 Vasey Street, Jerramungup.

Charmaine Solomon left the room 3:26pm.

**CLOSURE**

The Shire president declared the meeting closed at 3:34pm.