



**ORDINARY COUNCIL MEETING
16 October 2019**

AGENDA ATTACHMENTS

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ATTACHMENT - AGENDA ITEM 7.0

Status Report

SHIRE OF NAREMBEEN - STATUS REPORT
For October 2019 Council Meeting

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6275/16	21-Sep-16	ADM541	Repeal By Laws and Review of Local Law	That Council commence the 8 year Local Law Review process in accordance with Section 3.16 of the Local Government Act 1995 and authorise the Chief Executive Officer to give public notice as required.	Revised Local Laws to be prepared.	Ongoing	CEO
6339/16	21-Dec-16	ADM461	Directional Signage - Cnr Longhurst St & Latham Road	That Council approve the concept for new signage and request the staff investigate the location options before proceeding. Reason for Change: Council want to ensure the signs are placed in the best possible location which may not be all at the intersection of Latham Road and Longhurst Street.	Cemetery Laws to be considered first. Blackspot funding application successful. Project to commence 2019/20 year. Kick off meeting to be held.	Ongoing	CEO/CEDO
6461/17	19-Jul-17	ADM616	Water Corporation Waterwise Council Program	That Council enters into a Memorandum of Understanding with the Water Corporation and the Department of Water to become a Waterwise Council.	Signed MOU received. Staff to formulate Shire of Narembreen Waterwise Action Plan when new Gardening Position commences	On hold	CEO/CEDO
6585/18	15-Aug-18	ADM583	Wadderin Reserve 20022	That Council subject to advice received from LGIS instruct staff to continue with the process of taking legal control of the Wadderin Dam and Reserve 20022 Cusack Drive, Wadderin as per council motion 5929/15 moved 15 April 2015.	Remediation works continue.	Ongoing	CEO
6702/18	18-Sep-18		Apex Park Public Toilet	That Council:- 1. Approve for staff to undertake an investigation into the possible future redevelopment of the Apex Park public toilets with options to be considered to include a fully costed upgrade and or replacement of the existing building. 2. Requires that the Apex Park Public Toilets Redevelopment report be presented to Council no later than 19 December 2018. 3. Will give consideration to making an allocation to this project as part of the February 2019 budget review.	Funding included in 19/20 budget. Options to be presented to Council to include the whole Caravan Park Precinct.	Ongoing	CEO
6725/18	17-Oct-18	ADM573	Narembreen Alliance Agreement	That Council meet with representatives from Go Narembreen to discuss the draft Alliance Agreement and future development opportunities.	Alliance Agreement between Go Narembreen and Shire of Narembreen finalised, see CEO's Report (October 2019)	Complete	CEO
6754/18	21-Nov-18	ADM479	New Standpipe Classifications and Charges	That Council advise the Water Corporation that it reconfirms its decision of September 2018 to keep all standpipes open and have them reclassified as follows:- 1. South Kuminin, Cramphorne and Wadderin-Graball Road Standpipes are to be reclassified as firefighting standpipes and retain swipe card infrastructure; 2. Soldiers Road standpipe is to be reclassified as a firefighting and to be locked off except for emergencies. 3. The Depot Standpipe will be reclassified to a commercial standpipe and only be accessible via swipe card access. 4. The Standpipe on Latham Road, the wash down bay will be reclassified as commercial, be locked off with access only by key at this stage and entering into discussions with current users to determine usage and pavement.	New water charges to be reviewed.	Ongoing	EMCS

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6794/19	20-Feb-19	ADM153	Future Project - Combined Turf Field - Surface Options Analysis Report and Options Assessment	That Council:- 1. Subject to the outcomes of the meeting to be held with the Narembeen Tennis and Hockey Clubs to be held following the Council meeting, approve all the recommendations made in the Surface Options Analysis for the Narembeen Tennis and Hockey Clubs report. 2. Acknowledge the work of Caroline Robinson and the WBN in preparing this important analysis report.	Report being prepared by Caroline Robinson on the next stage of the development.	Ongoing	CEO
6795/19	20-Feb-19	P3101	Solar Farm on portion of Avoca Farm - Lease	That Council proceed with signing of the lease agreement as per Council resolution December 2018.	Final draft to be presented.	Ongoing	CEO
6826/19	18-Apr-19	ADM541	Strategic Policy Framework	That Council: 1. Adopt the Council Policy – Strategic Policy Framework as per the attachment. 2. Direct the CEO to undertake a review of all Council Policies over the next 12 months, to align them with the Strategic Policy Framework.	1. Complete and available online. 2. In progress.	Ongoing	EMCS
6842/19	15-May-19	ADM194	Narembeen Historical Society - Machinery Museum, Churchill Street - Proposed New Shed	That Council:- 1. Advise the Narembeen Historical Society Inc that it supports the request to construct a new machinery shed on Council owned property being Lot 28 Churchill Street, Narembeen subject to compliance with all Town Planning and Building Code requirements. 2. Authorise the Chief Executive Officer to discuss with the Narembeen Historical Society Inc a suitable location for the proposed machinery shed. 3. Instruct the Chief Executive Officer to investigate options for entering into an agreement with the Narembeen Historical Society Inc that would formalise the relationship between the two parties. 4. Congratulate the Narembeen Historical Society for the work that it is doing to preserving Narembeen history and to acknowledge the recent work done on progressing with its collection policies and the disposal of some items that were taking up room in different sheds.	Letter sent to Narembeen Historical Society. Further discussion required with the NB Historical Society in relation to formalising the relationship between the two parties.	Ongoing	CEO
6874/19	17-Jul-19		WA Bicycle Network Grants/Narembeen Shared Pathway Plan	That Council endorse the draft Conceptual Shared Pathway Plan as presented and support an expression of interest application to the WA Bicycle Network Grant programme for a shared pathway along Curral Street.	Grant application submitted 3 September 2019	Ongoing	CEO/CEDO
6888/19	17-Jul-19	ADM467	Authorise Lease of a Portion of Crown Land – Lot 29608 on Deposited Plan 30179 – Narembeen Airfield	That Council:- 1. Instruct the CEO and Shire President to formally execute the Lease between DNA Aviation and the Shire of Narembeen for a Portion of Crown Land – Lot 29608 on Deposited Plan 30179 – Narembeen Airfield. 2. Instruct the CEO to take the necessary steps to obtain permission from the Minister and register the Lease against the Crown Land Title.	Lease being signed by DNA Aviation. Still awaiting the return of documents by DNA Aviation.	Ongoing	EMCS

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6893/19	17-Jul-19		Item of Personal Nature - WA Property Lawyers Letter	That Council instructs that the CEO write to WA Property Lawyers to indicate that Council does not accept the offer as presented in the letter dated 16 July 2019 and approves that the Council does not waive any fees or interest at this time.	Letter sent to WA Property Lawyers and the current owner for transparency. No further communication received since July.	Ongoing	CEO/EMCS
6896/19	17-Jul-19	P1154	15 Longhurst Street, Narembreen (old St John Ambulance property)	That Council instructs the CEO to procure an easement on the storm water drain that runs through 15 Longhurst Street, Narembreen (old St John Ambulance property) and the adjoining property 17 Longhurst Street, Narembreen (Narembreen Tyre Service).	Survey works completed. Application being prepared.	Ongoing	CEO
6906/19	21-Aug-19		EMCS Report	That Council:- 1. Receive the Executive Manager Corporate Services Report for August 2019. 2. Approve of the Chief Executive Officer implementing a Direct Debit Facility. 3. Authorise the amendment of Delegated Authority 17 - Corporate Credit Card to read: "Authorisation is given to make payments via Corporate Credit Card in accordance with the principles of the Council Policy – Procurement Framework and Executive Policies set by the Chief Executive Officer to manage purchasing and card usage. The Chief Executive Officer is authorised to administer the Corporate Credit Card system including allocating cards to employees and setting limits. A listing of all payments made by Corporate Credit Card must be reported to Council as per the requirements associated with other payments from municipal and trust funds. (Absolute Majority Required)"	Paper work signed for direct debit facility. Awaiting next steps from the bank. Delegation Register updated.	Ongoing	EMCS
6918/19	18-Sep-19	NA	Sport & Recreation	That Council:- 1. Receive the Executive Manager Corporate Services Report for September 2019. 2. Assign Cr. S Stirrat and Cr. K Mortimore to the Sport and Recreation Strategy Working Group.	Meeting to be held 16 October 2019.	Ongoing	EMCS
6923/19	18-Sep-19	ADM093	Variation to Agreement for Provision of Medical Services	That Council direct the Chief Executive Officer to execute the variations to the "Agreement for the Provision of Medical Services" with Peter David Lines (Medical Practitioner), as detailed in this report.	Agreement signed by all parties.	Complete	CEO/EMCS
6925/19	18-Sep-19	ADM028	2019 Extraordinary Election	That Council:- 1. Under section 4.9 (1) (b) of the Local Government Act 1995 fix the date for an extraordinary election to fill two vacancies for four year terms expiring 21st October 2023 as the 14th December 2019. 2. Elect an 'In Person Voting' process for the 2019 Extraordinary Election. 3. Confirm the Chief Executive Officer as the Returning Officer for the extraordinary election. 4. Nominates the Shire of Narembreen Administration Building to conduct the election process including for polling of votes and the counting of votes. 5. Reconfirms its adoption of the Shire of Narembreen Electoral Code of Conduct as presented to the July 2019 ordinary meeting of Council. 6. Confirm that the CEO as the returning Officer will write to the Electoral Commissioner of the Western Australia Electoral Commission requesting that the electoral roll used for the 2019 elections be used for this extraordinary election.	Advertising process to take place.	Ongoing	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6916/19	18-Sep-19	Personal	Chief Executive Officer Performance and Contract Review	That Council:- 1. Consider this confidential report and note the satisfactory nature of the CEO performance review outcome. 2. Resolve to adopt the report and note that the CEO's performance review for the 2018/2019 review period resulted in a level of satisfactory performance. 3. Approve a 3 year contract extension of the Chief Executive Officer's Contract to expire in October 2022. 4. Endorse the Key Performance Indicators as listed.	Completed	Completed	Council

ATTACHMENT - AGENDA ITEM 8.2.2

Narembeen Community Resource Centre – Annual Report

Narembeen Community Resource Centre

ANNUAL REPORT

2018-2019

2/19 Churchill Street
Narembeen WA 6369

P: 9064 7055

E: crcreception@narembeen.wa.gov.au

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Who we are

The Narembeen Community Resource Centre (Narembeen CRC) is an organisation that works to improve access to government services as well as economic, business and social development opportunities through the district of Narembeen.

The Narembeen CRC is funded by local and state government contracts, user pays services, membership fees and one-off grants for projects and events. The Narembeen CRC's varied funding sources enable the centre to be open five days a week, servicing the needs of the Narembeen community as well as tourists, visitors and other Wheatbelt community members.

We offer a wide range of services including:

- Web and computer access points
- Government Access Points including the Department of Human Services Access Point and Australian Taxation Office Access Point
- Regular business support and secretarial services
- Social and community development activities, events and services
- Community training and upskilling workshops
- Access to meeting rooms and office spaces
- Library books and activities

The Narembeen CRC is committed to continuous improvement and is keen to develop its quality and range of services to best meet the needs of our community. We work proactively with key stakeholders and our local community to continue to grow and stay connected with community needs.

The Narembeen CRC works to develop opportunities for young people, women, families, businesses, community associations, sporting groups, seniors, and the large farming community, throughout the District of Narembeen.

The CRC also provides information to visitors and new community members whilst actively participating in the CRC and Wheatbelt Business Network, developing close relationships with surrounding CRCs and businesses. The Narembeen CRC is now fully managed by the Shire of Narembeen, which has led to business efficiencies and better governance measures being introduced.

The Narembeen CRC is a member of the Association of Western Australian Community Resource Centres (peak body for CRCs); it focuses on building partnerships and developing opportunities for members, to benefit regional and remote communities throughout WA.

The Narembeen CRC and Shire of Narembeen's shared vision and priorities are:

Our Vision

Together we create the opportunity to grow.

Priorities

1. Growing our community and visitor population
2. Creating and capturing positive economic opportunities
3. Our partnerships and networks return us tangible financial, economic, social and environmental benefits

This vision and set of priorities aligns well with the Narembeen CRC's overarching values which are:

- Relevance in the Community
- Good Communication
- Receptivity
- Openness
- Progressiveness
- Liveliness
- Enthusiasm

The Narembeen CRC is driven by community support and need, the quality of our staff, our can-do attitude, innovation, our desire to be sustainable and our drive to succeed well into the future.

This Annual Report summarises the structure, expectations and outcomes of the Narembeen CRC from 1 July 2018 to 30 June 2019. It addresses the Narembeen CRC's activities that incorporate key deliverables required from the State Government as the main funding source for the Centre.

What we do

Access to government services

- Access to local and state government information and services
- Video conferencing
- Department of Human Services Access Point
- Australian Taxation Office Access Point
- Information and support
- Free access to online Government Services including through free wireless internet

Economic and business development support

- Referral services to business development and employment support services
- Facilitate business development activities, seminars and initiatives
- Business information and support services
- Provide business networking opportunities
- Employment of a Trainee on an annual basis

Social development support

- Referral services to social support services
- Facilitate social development activities, seminars and initiatives
- Information and support

Services and products

- Providing access to services and products using a social enterprise approach based on local demand but it has been found that these products and services are not economically viable to deliver in a for-profit business model
- Strong, reliable point of contact for visitors and new community members to Narembeen - providing information packs and a local information point
- Facilitate the provision of the town's public library including the collections of catalogued books and other materials including online resources

Building community connections

- Communication strategies including our local community newspaper, website and social media
- Community social events
- Engagement with community via feedback, surveys and community group meetings

Chief Executive Officer's Report – Shire of Narembeen

The Narembeen CRC continues to live by its vision to provide a friendly, vibrant and viable Community Resource Centre that values the presence, ideas and contribution of the community and develops their ownership in Narembeen's future. CRC staff have been working hard on the provision of opportunities to enhance community interaction of education and personal opportunities for our community members that is clearly improving the wellbeing, capacity, lifestyle and resilience of our community.

With the efforts of the CRC staff to relocate their entire operation to the St John Ambulance Centre last year, in early 2019 they were rewarded with their relocation back to their new building in the Narembeen Community Precinct.

By far this would be one of the biggest achievements of the year. The new building is state of the art and offers a central hub in the main street of Narembeen. The upgrade/expansion includes space to increase additional service provision and most importantly collocates organisations such as the Narembeen Fencepost and the Narembeen Public Library. I acknowledge the hard working Narembeen CRC team and thank them for their input and patience during the construction period.

It is timely to acknowledge the effort of the State Government for their support of CRC's in regional WA and their commitment towards the long term future of CRC's. We were recently advised that the Government is offering extensions to CRC's current contracts until 30 June 2020. The dedication of the State Government towards CRC's across the state recognises the valuable services that CRC's provide, particularly in small regional communities.

During the next 12 months, CRC's across WA will undertake a review process which seeks to bring more equity into the funding

model and provide a more sustainable funding level over the long term. The Narembeen team look forward to working closely with the Department of Primary Industries and Regional Development during the review process.

Staff from the Shire of Narembeen and the Narembeen CRC attended a strategy day in Quairading in June 2019, these meetings are an important part of the CRC Network growing, particularly those within the Wheatbelt. It is a good chance to get everyone together to workshop opportunities beyond what is happening in their own towns. Workshops such as these prove that CRC's need to think big and develop opportunities for themselves to ensure they remain sustainable into the future.

This year saw the final amalgamation of the Narembeen CRC with the Shire of Narembeen. This included the full incorporation of the Narembeen CRC's finances into the Shire's financial system. I believe this is a positive step forward for the both parties as it provides opportunity for shared resources as well as strengthening the vision of both entities.

In 2019 a Community Wellbeing Plan was developed with input from key stakeholders and agencies from within Narembeen and surrounds. This document will be a great driver for the Narembeen CRC to continue

to build resilience, improve health and wellbeing and strengthen agency collaboration in our community. I acknowledge the dedication and work undertaken by the working group in addressing issues and developing strategies and priorities for the Narembeen community.

The Narembeen CRC continues to be proactive in delivering a variety of events and activities which align with the current contract funding requirements. Some of these great events include: John Curtin Weekend, Narembeen Triathlon, Narembeen Christmas Street Party, SOCK Week, Youth Week and the Narembeen Market Day.

Partnerships are at the forefront of any business and these continue to flourish with the Narembeen CRC working closely

with a variety of sectors of the community including the Wheatbelt Business Network, Narembeen District High School, Narembeen Men's Shed & Art Gallery, Roe Tourism Association, ensuring that the Narembeen CRC provides a multitude of social, business and economic development opportunities for the community.

The Narembeen CRC continues to be the heart and soul of the Narembeen community, being the main driver of events and activities that educate, stimulate and activate Narembeen. The Narembeen CRC has provided this service for over 25 years and as a Shire we look forward to "Growing Together" for many years to come.

CHRIS JACKSON
Chief Executive Officer

Narembeen Community Resource Centre – Co-ordinator's Report

The Narembeen CRC continues to work in response to community needs and wants, focusing on offering a wide range of services, events and activities to develop the social and economic outlook of the community and district.

In 2018/2019, the Narembeen CRC was pro-active in delivering a variety of events and activities that align with the current contract funding requirements. Some of these included the Community Market Day, the Christmas Street Party, the Narembeen Triathlon, a Youth Team Building Camp Out, Seniors Movie Days, School Holiday Activities and Save Our Country Kids Road Safety Awareness (S.O.C.K) Week.

With the upgrade of the Narembeen Community Precinct including the extension of the CRC building the Narembeen CRC faced some difficult obstacles in 2018/2019. Due to relocation to a makeshift facility at the end of town, the Narembeen CRC was left without a meeting room, no hireable spaces and no area to offer workshops and information sessions, nor school and seniors activities. The position of the temporary CRC building was not located on the main street of Narembeen, this meant we didn't receive the foot traffic we are used to and tourists or new community members in town couldn't find us easily. We continued to provide access to the government services but faced the same issues, community members and tourists struggled to adjust to the new location of our temporary building. This experience helped us develop and although the statistics prove that it wasn't a great year for us, we know the move wasn't avoidable and we managed to run the business as efficiently as we could to provide for our community.

In May 2019, the Narembeen CRC finally moved into its newly refurbished centre at the Narembeen Community Precinct. This facility is now much larger than before and

is also housing the local newspaper, the Narembeen FencePost as well as the Narembeen Public Library. We now have access to more options to improve our services through this centre. We are delighted with our new building and we know we will be able to expand our services and activities in 2019/2020. We thank the Department of Primary Industries and Regional Department, the National Stronger Regions Fund, the FencePost and the Shire of Narembeen for their contributions that have allowed this upgrade to take place.

The Narembeen CRC continues to partner with the Wheatbelt Business Network to deliver business networking events and business development initiatives. The partnership enables the CRC and WBN to work closely with Narembeen businesses in order to create tailor-made activities to grow the economy within the shire.

As part of the Shire of Narembeen, the Narembeen CRC has delivered community development activities including: the John Curtin Weekend, the Narembeen Triathlon, the Narembeen Christmas Street Party and multiple seniors and youth activities.

The CRC continues to provide information to visitors to town. We provide tourists with a tourist pack and keep this updated along with any brochures throughout the year. The CRC actively participates in the CRC Network and has a good relationship with surrounding CRC's these relationships will continue to be nurtured.

S.O.C.K Week (Save Our Country Kids) returned for its third year. The community came together in a wonderful way to

spread such an important message about road safety. The Narembeen Police, St Johns Ambulance and Fire Brigade came together to help spread the message with a thought provoking gun salute for all lives lost on the Wheatbelt roads over the last year. As we deliver this initiative in the coming years we will strive to change and adapt it, in order to keep the community listening.

This year Scott Wildgoose was appointed Executive Manager Corporate Services within the Shire and his assistance managing the Narembeen CRC has been a big help, with him bringing fresh ideas and support.

Kristie has almost finished her Traineeship and Certificate III in Tourism. The Narembeen CRC is hoping to receive grant funding to take on a new trainee in the 2019/2020 financial year.

We have settled well into our new home and continue to deliver the great service the community expects. We are very lucky to have hardworking and dedicated staff as well as some amazing community volunteers and I would like to thank them all for their efforts and ongoing support.

Vanessa Wittstock
Co-ordinator

Year in Brief



Government Services

With the Narembeen CRC located 70km from our nearest regional Centre and 286km from Perth, it can be a challenge for local residents needing to access government information and services. As part of our contract with the Department of Regional Development, Department of Human Services and the Australian Taxation Office we support our local community to have improved access to government information and services through providing free access to faxing, copying, computer and internet services as well as phone use where these are needed.

Government Access Point

Our Government Access Point provides free access to online and print resources related to state government agencies, as well as a selection of relevant non-government organisations that offer community support services. This service enables clients without internet access to navigate government websites to gain information without having to travel. In 2018/19, we supported 108 clients with this service.

Department of Human Services Access Point

Our private Centrelink Access Point area allows Centrelink, Medicare and Child Support clients to connect with this agency for support services. In 2018/19, we saw 80 users of this service.

Videoconferencing Connections

Our videoconferencing facilities are modern and well appointed, allowing Narembeen residents and businesses to connect with service providers and clients across the globe. The Narembeen CRC employees regularly utilises the video conferencing services to connect with government departments and education providers thereby reducing travel costs and increasing staff productivity.

Economic and Business Development Support

The Narembeen CRC through its contract with the Department of Primary Industries and Regional Development (DPIRD) continues to provide the community of Narembeen with business support and secretarial services tailored to our community needs.

We continue to partner with the Wheatbelt Business Network to deliver networking events. With the CRC's intimate knowledge of our local businesses and the Wheatbelt Business Network's regional business focus, the networking events continue to grow with many businesses offering to host and be involved in events.

The Narembeen Community Telephone Directory continues to be an important resource providing current local information to the community and businesses. The marketing component of this campaign is a substantial undertaking each year and contributes to the Centre's revenue. In 2018/2019 we sold more than 150 copies of the Narembeen Community Directory.

In 2018/19 we held eight training courses and information sessions with over 100 people attending. With new businesses opening within Narembeen we were able to assist with helping advertise as well as offering administration support. We held a business women networking event that saw a diverse range of expertise gather to share their stories and experiences.

The CRC through grant assistance from DPIRD continues to offer a traineeship to a local unemployed person which combines practical work with structured training to give a local person a nationally recognised qualification and practical work experience.

The Narembeen CRC has been very helpful in the Be Connect Program by helping the Community Shed with the purchase of a new iPad as well as showing us how to set up a Facebook Business page and assisting us with any other social media issues.

Reports back from the public are that they enjoyed learning more things and setting up their Facebook pages and are now wanting more tuition.

Margaret Butler
Treasurer
Community Shed
President
Arts & Craft

Social Development Support

Narembeen DHS is about to develop their fourth business plan and will once again be depending on the Narembeen CRC for a high class graphic design for our completed document. The finish they provide is outstanding and we consider ourselves lucky to have such skills within the community. Our Student Council leadership group continue to meet regularly with CRC staff to provide ideas and work with them to organise school holiday and youth week activities. For the second year we have a Wheatbelt Youth Council, consisting of four Year 9 students, our local police and staff from the CRC. This committee are also involved in creating opportunities for our youth. SOCK week continues to be a huge success and in 2019 our students were asked to write about the impact a car accident has had, or could have on them or the community. Some of these pieces were poignant, evoking the keen sense of loss that results from a road death. These essays and poems were shared on social media and printed in our local newspaper. Our whole school finished SOCK week by joining in the community fluoro day. Our partnership with the CRC is one we know adds to our school through both the provision of services for staff and students and opportunities for our youth to have access to activities and programs their isolation would see them miss. We value their professionalism and continued participation in our student's development.

Mrs Chris Arnold
Principal
Narembeen District High School

The Narembeen CRC engages with the community and provides access to a wide variety of social development activities and events.

Throughout 2018/2019 the Narembeen CRC continued to have a strong partnership with the Narembeen District High School, the CRC ensures that planned events and activities are scheduled regularly to engage local youth. Some of these events have included the Christmas Street Party, School Holiday Activities and the Youth Team Building Camp Out.

As well as the youth population, the Narembeen CRC is also very active in engaging the senior population of Narembeen, which represents a large portion of the Narembeen community.

The provision of services and opportunities for our seniors has expanded and now includes a monthly Seniors Club which organises movies, bus trips and other excursions, information sessions, Seniors Week activities and other opportunities that provide a social outlet.

The Narembeen CRC continues to manage the Narembeen Community Gymnasium, including management of memberships, marketing of the facility and service, bookings and enquiries. With 73 members of the Narembeen Community Gym, the gymnasium is an asset to the community's health and wellbeing.

The Narembeen CRC continues to keep the community and visitors informed. Our Welcome to Town Packs have become a sought after resource for new residents and visitors looking for insightful information on living in the community and the country. The weekly Narembeen Fencepost provides the community with a wealth of knowledge and information; the CRC continues to assist The Fencepost Committee with the production of this local community newspaper. This year, the

Narembeen CRC has held 23 informative and engaging social development workshops/initiatives with a participation of 917 community members.

Some of the most exciting events held during 2018/2019 included - the Narembeen Triathlon and Twilight Bolt, S.O.C.K Week, the Community Market Day, the Christmas Street Party and the Youth Week Team Building Camp Out.

The Narembeen CRC continues to develop and maintain positive referral relationships with organisations who seek to support social development pathways - these include but are not limited to Department of Human Services, Central Regional TAFE and Central AgCare.

When asked what benefits the considerable number of seniors in the District received from having a CRC in the town, I immediately thought of entertainment offered for us seniors. Principally the monthly film afternoons but also occasional excursions and other outlets, there were several things mentioned in this week's FencePost. Then there are the courses, lectures etc. offered to us seniors but mainly the help available with using the modern technology eg. iPads, mobile phones etc. – which can be very confusing to some.

Eleanor Brayshaw
Senior



Services and Products

The Narembeen CRC provides business and community capacity building via a number of services but specifically:

- Education and training
- Access to information technology
- Printing and copy support
- Graphic design
- Secretarial services
- Visitor information
- Agricultural and cultural workshops
- Venue hire.

The Narembeen CRC also delivers services and information on behalf of the Department of Human Services (Centrelink, Medicare and Child Support Services) and the Australian Taxation Office.

The Narembeen CRC is continually identifying gaps within the community where additional or expanded service provision is required but may not be commercially viable for another business to pursue.

The Narembeen CRC's desire is to be sustainable into the future, to do this it is important that we look at our services and products regularly to identify gaps and increase service delivery.

The Narembeen CRC designs, edits and prints our annual ram sale booklets. Their fine tuning in getting pages all aligned the same, shaded correctly and a freshening of our front cover - it looks awesome.

Bill has been to lots of Ram Sales and our booklet is the best around hands down. We really appreciate how easy it is to work with our local CRC and how quick they are.

Each year when we do the booklet dealing with the CRC it is a pure joy. We cannot thank them enough.

***Diane and Bill Cowan
Principals Crichton Vale
Local Merino Ram Stud***

Building Community Connections

The Narembeen CRC has a focused vision to grow the creation of a rich and vibrant community. We want to develop Narembeen as a strong community to reduce social and economic disadvantage.

Over the past 12 months, the Narembeen CRC has taken on a broader community development role to assist the Shire of Narembeen to find solutions to issues within our community such as those identified through the Community Wellbeing Plan, which the Narembeen CRC has taken a leading role in establishing for Narembeen. Communities are all different, so working together in partnership with residents and government organisations assists the Narembeen CRC in building what is already in the community.

The Narembeen CRC fits in, works with and tries to do the best for: our Shire, Go Narembeen, the School, the Hospital, the Fencepost, the Wheatbelt Business Network, our businesses, plus the sporting and local groups.

The Narembeen CRC plays an important role by advertising and holding events that keep residents of Narembeen informed with happenings and achievements in the local community.

Our local community newspaper, The Fencepost is collated by a group of volunteers and printed by the Narembeen CRC, we also provide technical assistance when needed. The publication is an important asset to the community and we would like to acknowledge the commitment of the volunteers who make this project possible and we will continue to provide assistance. They do a great job at updating the publication each week with fun and relevant information.

Our local newspaper, The FencePost, is run by volunteers and gets published every week. We receive a large amount of help and support from our local CRC. The staff print the newspaper, besides this they are always there and willing to help the volunteers with any software and hardware issues, along with formatting and other matters that arise.

The partnership we have with the CRC is wonderful and we are very grateful and fortunate to have their support.

Gina DeLuis
The FencePost
President

Our Team

Our staff team is made up of a group of dedicated and talented individuals who aim to deliver a high quality, professional service. It is their passion and commitment to the CRC that assists in driving the CRC forward and into the future.

Vanessa Wittstock - Co-ordinator

In July 2019, Vanessa Wittstock has returned to the CRC as the CRC Co-ordinator until Leanne returns from Maternity Leave in mid February. Although not involved with the CRC in 2018/2019 she has taken on a leadership role developing this year's annual report.

Leanne Sands -Co-ordinator

Leanne Sands has been the CRC Coordinator since 2016 and managed the centre through 2018/2019, but is currently on maternity leave. Leanne is committed to driving the CRC forward to ensure financial stability for the years to come.

Kristie Lee - Trainee Certificate III in Tourism

Kristie Lee joined the CRC in March 2018 as a business trainee in Tourism. She has developed into a great asset for the CRC throughout 2018/2019 and the CRC is keen to see whether longer term opportunities exist for her once she completes her traineeship.

Julie Miller - Clerical Assistant

Julie Miller has good knowledge of the local community and has held various clerical roles as well as volunteer positions. Julie is the main customer service receptionist at the CRC greeting everyone that visits in a happy and welcoming manner.

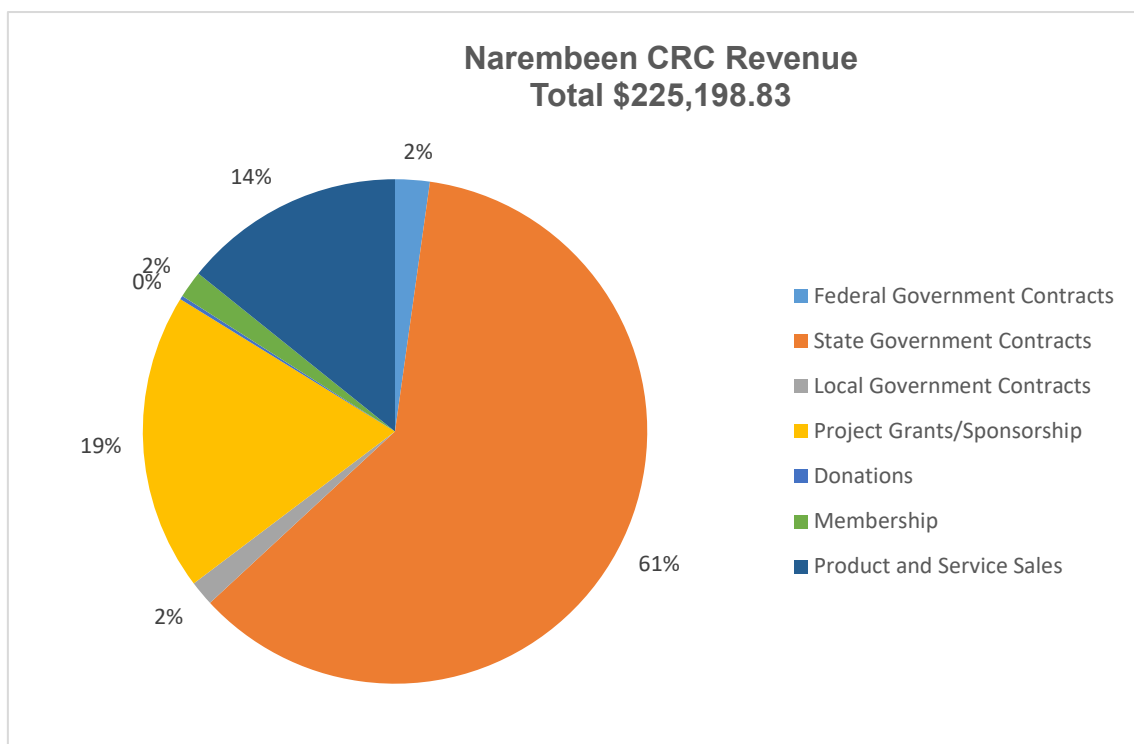
Bronwen Hooper - Clerical Assistant

Bronwen Hooper joined our team in 2012 and her role has transitioned in 2018/2019 with her moving away from Narembeen. She now provides essential graphic design and technology support services using her flair and enthusiasm to deliver some very attractive outcomes.

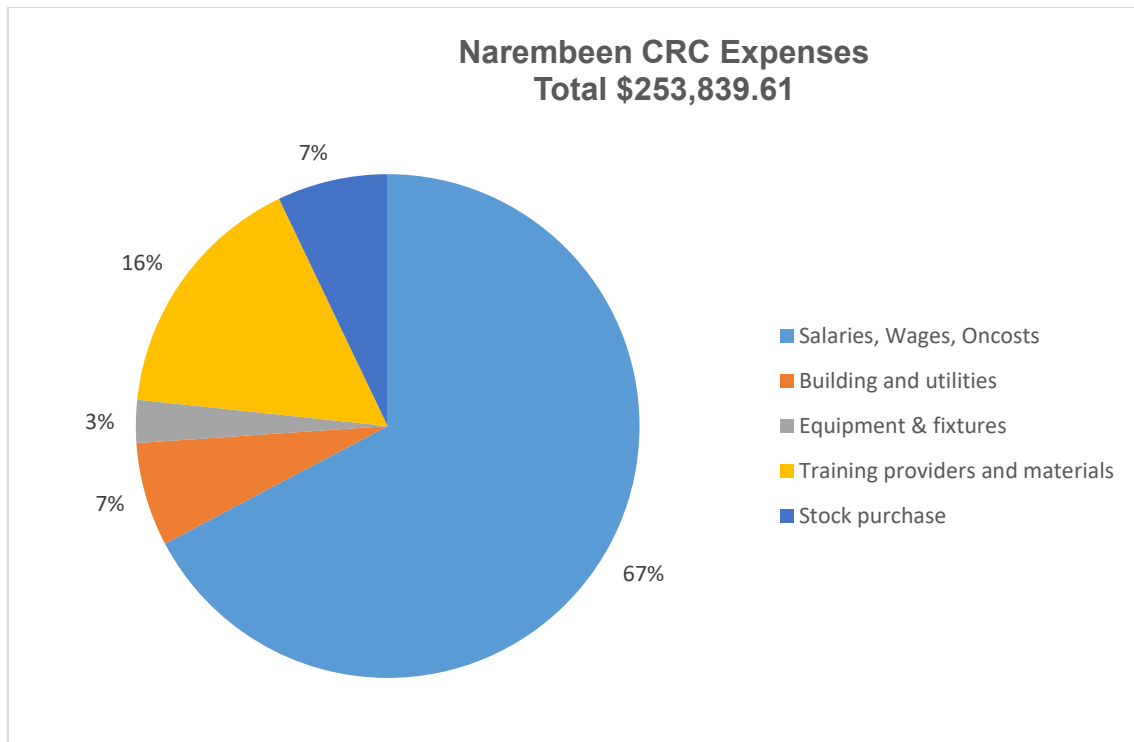
Treasurer's Report

In 2018/2019 the Narembeen CRC had less revenue than anticipated due to the difficulty offering services from its temporary facility. In 2019/2020 the Narembeen CRC's financial management will move under the Shire of Narembeen and we will be able to expand our service delivery with their office staff taking care of this core administrative function.

The Narembeen CRC's income for 2018/2019 was just over \$225,000 and the major funding source was DPIRD Funding of \$137,124.



The Narembeen CRC's expenditure for 2018/2019 was just over \$250,000 and the major expense was Wages/Staff Expenses of \$170,475.



The Narembeen CRC undertook an end of year review and the challenges foreseen for 2019/2020 were:

- Increased demand for services at the new Centre may require the addition of a new staff member
- The introduction of a new Co-ordinator will bring new challenges as well as opportunities
- The inclusion of the Narembeen Library brings new processes and demand for services that are yet to be fully known
- The larger size of the new Centre will bring increased cost through utilities
- Staff upskilling is needed and comes at a cost not budgeted for in previous years
- Volunteer interest is falling and if more volunteers can't be found this will impact upon the Narembeen CRC's ability to provide events and activities

With these factors in mind, the Narembeen CRC will continue to focus on maximizing opportunities to improve our sustainability through income generation as well as cost minimisation.

With the full support from the Shire of Narembeen and skilled staff, we are confident that our organisation is well placed to continue to grow and offer a quality service to the Narembeen community.

Areas that we will be working towards in 2019/2020 include:-

- Improving and assisting with the management of the Narembeen Caravan Park
- Working closely with the Go Narembeen Progress Association to promote Narembeen to attract new residents to the Shire
- Expand the services and activities offered by the Narembeen Library to increase membership and visitation to the Narembeen CRC
- Work with social partners to implement the Narembeen Community Wellbeing Plan
- Undertake the administrative duties relating to the Narembeen Skeleton Weed Local Action Group funded through DPIRD
- Creating a partnership between the Narembeen CRC, especially its gym services, and the Narembeen Aquatic Centre
- Enhance our employee capabilities to offer greater services and efficiency to the community
- Increase the awareness of the CRC's capabilities and capacity as well as the engagement of services to the local community, Wheatbelt and other regions.
- Identify external income generation opportunities

Financial Statements

Middleton Accountants

25 Bates Street
PO Box 220
Merredin WA 6415

Phone: (08) 9041 1226

Facsimile: (08) 9041 1793

Email: neville@middletonaccountants.com.au

Website: www.middletonaccountants.com.au



18th September 2019

The Management Committee
Narembeen Community Recourse Centre
NAREMBEEN WA 6369

Dear Members,

Re: Accountants Report 01/07/2018 to 30/06/2019

I have inspected the Books and Financial Statements of the Narembeen Community Resource Centre.

In my opinion, the Statement of Income and Expenditure presents a true and fair view of the Financial position and results of operations of the Centre for the year ended 30th June 2019.

Yours faithfully,


NJ Middleton
B.Bus (Member ASCPA)

Middleton Accountants

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PO Box 220
Merredin WA 6415

Phone: (08) 9041 1226
Facsimile: (08) 9041 1793
Email: neville@middletonaccountants.com.au
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INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF

NAREMBEEN COMMUNITY RESOURCE CENTRE

We have audited accompanying financial report, being a special purpose financial report, of the Narembeen CRC, which comprises the balance sheet as at 30 June 2019, and policies and other explanatory notes, and the statement by the management committee.

Shire of Narembeen's Responsibility for the Financial Report

The management committee of the CRC is responsible for the preparation of the financial report and has determined that the basis of preparation is appropriate to meet the requirements of the Constitution and the needs of its members. The management committee's responsibility also includes establishing and maintaining internal control relevant to the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

And audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the management committee, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Australian professional accounting bodies.

Opinion

In our opinion, the financial report presents fairly, in all material respects, the financial position of the CRC as at 30 June 2019 and its financial performance for the year then ended in accordance with the accounting policies financial statements.

Basis of Accounting

The financial report has been prepared to assist the CRC to meet the requirements of its Constitution. As a result, the financial report may not be suitable for another purpose.

Merredin WA
Dated 18/09/2019


Neville Middleton
Middleton Accountants

Our Supporters

The Narembeen CRC is very appreciative of the support of our members and other supporters. Working collaboratively with stakeholders is very important to us and we are keen to continue to grow our relationships with individuals and organisations within our community.

Government

Narembeen CRC receives funding via contracts from Department of Primary Industries and Regional Development, Department of Human Services and the Australian Taxation Office. These contracts are our main source of income and allow us to provide a wide range of services to the community.

Shire of Narembeen

The Narembeen CRC is grateful for the high level of support provided by the Shire of Narembeen. The Shire of Narembeen provides overarching management of the Centre through staff employment, premise provision and providing an overarching framework through which we can work towards community goals.

Narembeen Police

Sergeant Richie Conkling and Senior Constable David Basham have become an important partnership for the CRC and I would like to thank them for their contribution to the community.

Grant Funding Bodies

Narembeen CRC has been fortunate in securing grant funding from a number of organisations which assists in providing a great range of activities and support to the community.

Some of the key grant received are summarised below:

- Department of Local Government and Communities (Youth Week)
- WA Regional Achievement Award (S.O.C.K Week)

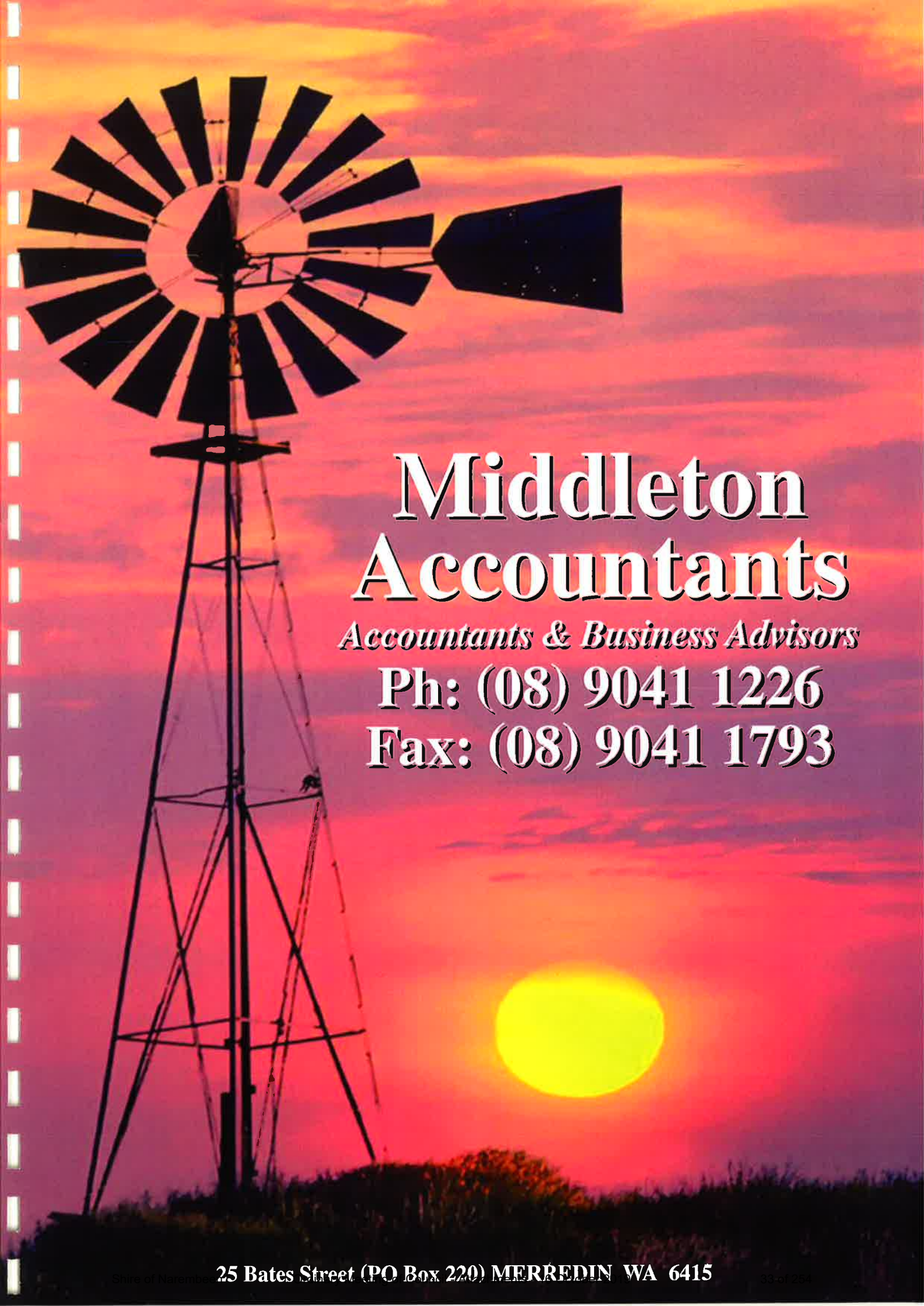
Community Partners

- Go Narembeen Progress Association
- Narembeen Community Shed
- Narembeen District High School
- Narembeen Fencepost
- Narembeen Historical Society
- St John
- Wheatbelt Business Network
- The Men's Shed
- Narembeen Recreation Centre

Special Thanks

Volunteers and advocates:-

- Russell Arnold
- Michael Lethlean
- Sarah Kuhne-Munroe
- Ian Mortimore
- Gary Sprigg
- Craig Gmeiner
- Amy & Andrew Hardham
- Luke & Jess Smoker
- Rhonda Cole
- Lucy Lines
- Graham & Tash Hills
- Morgan Cowan
- Arthur and Teresa Cousins
- Jake Cole
- James King
- Glen Sands
- Keith Miller



Middleton Accountants

Accountants & Business Advisors

Ph: (08) 9041 1226

Fax: (08) 9041 1793

Middleton Accountants

Phone: (08) 9041 1226

Facsimile: (08) 9041 1793

25 Bates Street
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Website: www.middletonaccountants.com.au



Middleton Accountants
Accountants & Business Advisors

18th September 2019

The Management Committee
Narembreen Community Recourse Centre
NAREMBREEN WA 6369

Dear Members,

Re: Accountants Report 01/07/2018 to 30/06/2019

I have inspected the Books and Financial Statements of the Narembreen Community Resource Centre.

In my opinion, the Statement of Income and Expenditure presents a true and fair view of the Financial position and results of operations of the Centre for the year ended 30th June 2019.

Yours faithfully,


NJ Middleton
B.Bus (Member ASCPA)

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF

NAREMBEEN COMMUNITY RESOURCE CENTRE

We have audited accompanying financial report, being a special purpose financial report, of the Narembeen CRC, which comprises the balance sheet as at 30 June 2019, and policies and other explanatory notes, and the statement by the management committee.

Shire of Narembeen's Responsibility for the Financial Report

The management committee of the CRC is responsible for the preparation of the financial report and has determined that the basis of preparation is appropriate to meet the requirements of the Constitution and the needs of its members. The management committee's responsibility also includes establishing and maintaining internal control relevant to the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

And audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the management committee, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Australian professional accounting bodies.

Opinion

In our opinion, the financial report presents fairly, in all material respects, the financial position of the CRC as at 30 June 2019 and its financial performance for the year then ended in accordance with the accounting policies financial statements.

Basis of Accounting

The financial report has been prepared to assist the CRC to meet the requirements of its Constitution. As a result, the financial report may not be suitable for another purpose.

Merredin WA

Dated 18/09/2019


Neville Middleton
Middleton Accountants

In the opinion of the Shire of Narembeen:

- i. The accompanying financial statement presents fairly the financial position for the CRC at 30 June 2019 and the results of its operations for the year then ended;
- ii. The operations of the CRC have been carried out in accordance with its Constitution; and
- iii. At the date of this statement, there are reasonable grounds to believe that the CRC will be able to pay its debts as and when they become due and payable.

This statement is made in accordance with a resolution of the Narembeen Shire Council and is signed for and on behalf of the Narembeen Shire Council by:

Shire of Narembeen
President

Dated:

NOTES TO AUDIT REPORT

1. Bankwest Term Deposit shown on the Balance Sheet as \$65,000.00 is actually \$ 65,002.56.
2. The following areas were checked in regards to internal control procedures and found to be of a high standard of reporting –
 - Bank/Cash records
 - Receivables and other Assets
 - Creditors
 - Salaries & Wages
 - BAS Statements
 - Profit and Loss items

Notes 1 – 5 on separate page :

1. Superannuation amount of \$1491.96 was recorded as wages
2. Number 3 as per above
3. Numbers 2,4,5 are all ok due to timing differences

Yours faithfully,



NJ MIDDLETON

Narembeen Community Resource Centre

Unit 2
19 Churchill Street
Narembeen 6369

Balance Sheet

As of June 2019

6/08/2019
11:23:31 AM

Assets

Trading Cheque Account	\$2,028.19	
Petty Cash	\$100.00	
Cash Sale Float	\$100.00	
Undeposited Funds	\$39.50	
Term Deposit 917	\$65,000.00	
Withholding Credits		
Trade Debtors	\$5,603.80	
Total Withholding Credits	\$5,603.80	
Total Assets		\$72,871.49

Liabilities

Trade Creditors	\$24.63	
Gym Bonds (Trust)	\$1,200.00	
Gym Memberships	\$1,649.02	
Pop-up Shop	\$210.00	
Narembeen Youth Council	\$266.25	
GST Liabilities		
GST Collected	\$8,880.45	
GST Paid	-\$10,343.89	
Total GST Liabilities	-\$1,463.44	
Total Liabilities		\$1,886.46

Net Assets		\$70,985.03
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Equity

Retained Earnings	\$99,673.84	
Prior Year Adjustment	\$40.63	
Current Earnings	-\$28,729.44	
Total Equity		\$70,985.03

Narembeen Community Resource Centre

Unit 2
19 Churchill Street
Narembeen 6369

Profit & Loss Statement

July 2018 through June 2019

6/08/2019

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Income

Grants and Funding

Service Contract Funding

DRD Govt & Community Info	\$38,237.68
DRD Economic & Business Dev	\$38,237.68
DRD Hot Office Service	\$3,832.12
DRD Social Development	\$18,316.76
DRD - Traineeship Grant	\$38,500.00
Dept Human Services	\$4,991.44
Total Service Contract Funding	\$142,115.68

Project/Event Funding

Other Grants	\$800.00
S.O.C.K Week	\$2,000.00
Shop Local	\$781.75
Triathlon	\$500.00
Buy A Bale	\$10,901.00
Total Project/Event Funding	\$14,982.75

Merchandise Sales

Souvenirs	\$6.00
Directory Sales	\$1,295.17
Customer Merchandise	\$6,082.03
Total Merchandise Sales	\$7,383.20

Total Grants and Funding \$164,481.63

Operational Income

Narembeen Shire Contributions \$3,600.00

Memberships Income

Membership	\$3,920.90
Total Memberships Income	\$3,920.90

Project Income

Community Markets	\$245.43
Networking Events	\$909.08
Triathlon	\$750.00
Total Project Income	\$1,904.51

Service Income

Community Directory Advertsng	\$2,922.65
Printing/Photocopying	\$6,969.20
Photo Editing	\$20.00
Fax Service	\$9.08
Internet/Computer	\$165.24
Room Hire/Hot Office	\$625.00
Customer Postage	\$16.81
Binding	\$113.64
Staff Assistance	\$4,563.51
Desktop Publishing	\$2,855.00
Laminating	\$639.70
Equipment Hire	\$315.44
Media Conversion	\$10.00
Photo Lab	\$20.91
Large Format Printing	\$2,023.59
Exam Supervision	\$348.36
Donations	\$528.35
Sale of Equipment	\$372.73
Photography Competition	\$36.36
Interest Income	\$2,641.07
Total Service Income	\$25,196.64

Workshop Income

Adult Workshops	\$25,934.60
Seniors Movie Days	\$119.64
Children's Workshops	\$40.91
Total Workshop Income	\$26,095.15

Total Operational Income \$60,717.20

Total Income \$225,198.83

Narembeen Community Resource Centre

Profit & Loss Statement

July 2018 through June 2019

6/08/2019
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Cost of Sales		
Inactive Accounts		
Printing	\$88.66	
Total Cost of Sales		\$88.66
Gross Profit		\$225,110.17
Expenses		
Grant and Funding Expenses		
Operational Expenses		
ICT Support & Development	\$5,538.05	
Staff Training	\$145.45	
Traineeship	\$1,671.07	
Total Operational Expenses	\$7,354.57	
Capital Funding Purchases		
Equipment Purchase	\$6,981.62	
Project/Event Expenses		
Other Grant Costs	\$686.23	
Community Markets	\$100.00	
Networking Events	\$49.40	
Xmas St Party	\$2,107.02	
John Curtain Weekend	\$538.71	
Triathlon	\$960.00	
Buy a Bale	\$10,800.00	
Total Project/Event Expenses	\$15,241.36	
Merchandise Purchases		
Souvenir Purchases	\$304.18	
Directory Purchases	\$4,189.90	
Customer Merch Purchases	\$5,765.87	
Canvas Frames	\$521.82	
Total Merchandise Purchases	\$10,781.77	
Total Grant and Funding Expenses		\$40,359.32
Operational Expenses		
Photocopying & Printing Costs	\$7,076.42	
Laminating Costs	\$160.23	
Workshop Expenses		
Adult Workshops	\$25,841.69	
Children's Workshops	\$71.94	
Seniors Movie Day	\$45.27	
Total Workshop Expenses	\$25,958.90	
Administrative Expenses		
Advertising	\$61.82	
Bank Charges	\$1,234.90	
Electricity	\$2,286.63	
Postage	\$235.68	
Stationery	\$446.07	
Internet Costs	\$762.88	
Telephone/Fax	\$3,645.55	
Amenities	\$355.32	
Licences	\$160.63	
Memberships	\$350.00	
Total Administrative Expenses	\$9,539.48	
Staff Expenses		
Wages & Salaries	\$154,048.37	
Superannuation	\$15,813.25	
Staff Travel & Accommodation	\$883.64	
Total Staff Expenses	\$170,745.26	
Regional Price Index Costs		
Total Operational Expenses	\$213,480.29	
Total Expenses		\$253,839.61
Net Profit/(Loss)		-\$28,729.44

Narembeen Community Resource Centre

Unit 2
19 Churchill Street
Narembeen 6369

Trial Balance

June 2019

6/08/2019

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Page 1

Account	Debit	Credit	YTD Debit	YTD Credit
Trading Cheque Account		\$68,379.40	\$2,028.19	
Petty Cash	\$0.00		\$100.00	
Cash Sale Float	\$0.00		\$100.00	
Undeposited Funds	\$0.00		\$39.50	
Term Deposit 917	\$0.00		\$65,000.00	
Trade Debtors	\$3,463.50		\$5,603.80	
Trade Creditors	\$24,260.87			\$24.63
Gym Bonds (Trust)		\$100.00		\$1,200.00
Gym Memberships		\$380.00		\$1,649.02
Pop-up Shop		\$30.00		\$210.00
Narembeen Youth Council		\$0.00		\$266.25
GST Collected		\$429.11		\$8,880.45
GST Paid	\$1,408.16		\$10,343.89	
Retained Earnings		\$0.00		\$99,673.84
Prior Year Adjustment		\$0.00		\$40.63
DRD Govt & Community Info		\$0.00		\$38,237.68
DRD Economic & Business De		\$0.00		\$38,237.68
DRD Hot Office Service		\$0.00		\$3,832.12
DRD Social Development		\$0.00		\$18,316.76
DRD - Traineeship Grant		\$0.00		\$38,500.00
Dept Human Services		\$0.00		\$4,991.44
Other Grants		\$0.00		\$800.00
S.O.C.K Week		\$0.00		\$2,000.00
Shop Local		\$0.00		\$781.75
Triathlon		\$0.00		\$500.00
Buy A Bale		\$0.00		\$10,901.00
Souvenirs		\$0.00		\$6.00
Directory Sales		\$0.00		\$1,295.17
Customer Merchandise		\$6.55		\$6,082.03
Narembeen Shire Contribution		\$0.00		\$3,600.00
Membership		\$0.00		\$3,920.90
Community Markets		\$0.00		\$245.43
Networking Events		\$0.00		\$909.08
Triathlon		\$0.00		\$750.00
Community Directory Adverts		\$2,845.38		\$2,922.65
Printing/Photocopying		\$416.18		\$6,969.20
Photo Editing		\$0.00		\$20.00
Fax Service		\$4.54		\$9.08
Internet/Computer		\$13.82		\$165.24
Room Hire/Hot Office		\$0.00		\$625.00
Customer Postage		\$0.00		\$16.81
Binding		\$0.00		\$113.64
Staff Assistance		\$51.36		\$4,563.51
Desktop Publishing		\$70.00		\$2,855.00
Laminating		\$23.18		\$639.70
Equipment Hire		\$18.18		\$315.44
Media Conversion		\$0.00		\$10.00
Photo Lab		\$0.00		\$20.91
Large Format Printing		\$76.60		\$2,023.59
Exam Supervision		\$0.00		\$348.36
Donations		\$478.00		\$528.35
Sale of Equipment		\$372.73		\$372.73
Photography Competition		\$0.00		\$36.36
Interest Income		\$64.25		\$2,641.07
Adult Workshops		\$0.00		\$25,934.60
Seniors Movie Days		\$11.82		\$119.64
Children's Workshops		\$0.00		\$40.91
Printing	\$0.00		\$88.66	
ICT Support & Development	\$408.18		\$5,538.05	
Staff Training	\$0.00		\$145.45	
Traineeship	\$1,354.82		\$1,671.07	
Equipment Purchase	\$6,099.09		\$6,981.62	
Other Grant Costs	\$0.00		\$686.23	

Narembeen Community Resource Centre

Trial Balance

June 2019

6/08/2019
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Page 2

Account	Debit	Credit	YTD Debit	YTD Credit
Community Markets	\$0.00		\$100.00	
Networking Events	\$0.00		\$49.40	
Xmas St Party	\$0.00		\$2,107.02	
John Curtain Weekend	\$0.00		\$538.71	
Triathlon	\$0.00		\$960.00	
Buy a Bale	\$0.00		\$10,800.00	
Souvenir Purchases	\$0.00		\$304.18	
Directory Purchases	\$2,313.63		\$4,189.90	
Customer Merch Purchases	\$330.00		\$5,765.87	
Canvas Frames	\$0.00		\$521.82	
Photocopying & Printing Costs	\$2,975.80		\$7,076.42	
Laminating Costs	\$0.00		\$160.23	
Adult Workshops	\$0.00		\$25,841.69	
Children's Workshops	\$0.00		\$71.94	
Seniors Movie Day	\$0.00		\$45.27	
Advertising	\$0.00		\$61.82	
Bank Charges	\$93.20		\$1,234.90	
Electricity	\$0.00		\$2,286.63	
Postage	\$0.00		\$235.68	
Stationery	\$0.00		\$446.07	
Internet Costs	\$0.00		\$762.88	
Telephone/Fax	\$600.13		\$3,645.55	
Amenities	\$0.00		\$355.32	
Licences	\$0.00		\$160.63	
Memberships	\$0.00		\$350.00	
Wages & Salaries	\$27,383.07		\$154,048.37	
Superannuation	\$3,080.65		\$15,813.25	
Staff Travel & Accommodation	\$0.00		\$883.64	
Total:	\$73,771.10	\$73,771.10	\$337,143.65	\$337,143.65

Narembeen Community Resource Centre

Unit 2
19 Churchill Street
Narembeen 6369

Reconciliation Report

8/07/2019
4:31:41 PM

Page 1

ID#	Date	Memo/Payee	Deposit	Withdrawal
-----	------	------------	---------	------------

Cheque Account: 1-1100 Trading Cheque Account
Date of Bank Statement: 28/06/2019

Reconciled Cheques

EP000173	28/06/2019	Electronic Payment		\$35,189.24
Total:			\$0.00	\$35,189.24

Reconciled Deposits

CR021174	24/06/2019	Bank Deposit	\$48.70	
CR021175	24/06/2019	Bank Deposit	\$15.00	
CR021176	27/06/2019	Bank Deposit	\$108.80	
CR021166	28/06/2019	Bank Deposit	\$352.60	
CR021177	28/06/2019	Payment; Navada Computers	\$65.00	
CR021178	28/06/2019	Payment; Harris Zuglian Electri	\$85.00	
CR021179	28/06/2019	Payment; Combined Pest Cont	\$85.00	
IE280619	28/06/2019	Credit Interest	\$64.25	
Total:			\$824.35	\$0.00

Reconciliation

MYOB Balance on 28/06/2019:	\$2,028.19
Add: Outstanding Cheques:	\$0.00
Subtotal:	\$2,028.19
Deduct: Outstanding Deposits:	\$0.00
Expected Balance on Statement:	\$2,028.19

CRC spreadsheet for monthly billing periods 2018-19

110511110	GROSS WAGES	SUPER	GROSS WAGES	SUPER	GROSS WAGES	SUPER	GROSS WAGES	SUPER	GROSS WAGES	SUPER	PAY TOTAL	MONTH TOTAL
June 17 reversal \$ 1,094.90	2		206		217		229					
	Kristy Lee		Bron Hooper		Julie Miller		Leanne Brooke-Mee					
Week 2	1,403.55	144.74			665.87	74.66	1,770.37	179.59				
Week 4	1,403.55	144.74			665.87	74.66	1,770.37	179.59			4,238.78	7,679.58
Totals	2,807.10	289.48	-	-	1,331.74	149.32	3,540.74	359.18	-	-	8,477.56	8,477.56
Week 6	1,428.11	144.74			695.00	74.66	1,770.37	179.59			4,292.47	7,733.27
Week 8	1,403.55	144.74			665.87	74.66	1,770.37	179.59			4,238.78	797.98
Totals	2,831.66	289.48	-	-	1,360.87	149.32	3,540.74	359.18	-	-	8,531.25	8,531.25
Week 10	1,102.79	144.74			868.00	93.86	1,726.10	179.59			4,115.08	7,179.72
Week 12	1,213.06	144.74			499.40	74.66	1,770.37	179.59			3,881.82	817.18
Totals	2,315.85	289.48	-	-	1,367.40	168.52	3,496.47	359.18	-	-	7,996.90	7,996.90
Week 14	1,575.48	144.74			832.33	90.47	1,964.00	179.59			4,786.61	10,011.96
Week 16	1,403.55	144.74	1,568.00	227.36	665.87	74.66	2,002.73	179.59			6,266.50	1,041.15
Totals	2,979.03	289.48	1,568.00	227.36	1,498.20	165.13	3,966.73	359.18	-	-	11,053.11	11,053.11
Week 18	1,403.55	144.74	1,582.00	229.39	665.87	74.66	1,847.82	179.59			6,127.62	15,418.82
Week 20	1,403.55	144.74	770.00	111.65	665.87	74.66	1,770.37	179.59			5,120.43	1,751.16
Week 22	1,403.55	144.74	1,470.00	213.15	665.87	74.66	1,770.37	179.59			5,921.93	398.99
Totals	4,210.65	434.22	3,822.00	554.19	1,997.61	223.98	5,388.66	538.77	-	-	17,169.98	17,169.98
Week 24	1,403.55	144.74	1,176.00	170.52	665.87	74.66	1,770.37	179.59			5,585.30	9,805.27
Week 26	1,428.11	144.74	896.00	117.74	695.00	74.66	1,770.37	179.59			5,306.21	1,086.24
Totals	2,831.66	289.48	2,072.00	288.26	1,360.87	149.32	3,540.74	359.18	-	-	10,891.51	10,891.51
Week 28	1,477.24	144.74			753.27	74.66	2,191.88	210.90			4,852.69	9,493.10
Week 30	1,520.84	141.88	784.00	113.68	665.87	74.66	2,100.00	210.90			5,611.83	971.42
Totals	2,998.08	286.62	784.00	113.68	1,419.14	149.32	4,291.88	421.80	-	-	10,464.52	10,464.52
Week 32	689.03	74.20	952.00	138.04	790.13	83.70	2,100.00	210.90			5,038.00	10,060.33
Week 34	1,403.55	144.74	1,176.00	170.52	665.87	74.66	2,283.75	210.90			6,129.99	1,107.66
Totals	2,092.58	218.94	2,128.00	308.56	1,456.00	158.36	4,383.75	421.80	-	-	11,167.99	11,167.99
Week 36	1,263.19	131.40	1,372.00	198.94	665.87	74.66	2,152.06	210.90			6,089.02	10,827.67
Week 38	1,403.55	144.74	1,176.00	170.52	695.00	74.66	2,100.00	210.90			5,975.37	1,216.72
Totals	2,666.74	276.14	2,548.00	369.46	1,360.87	149.32	4,252.06	421.80	-	-	12,044.39	12,044.39
Week 40	1,413.57	145.69	1,176.00	170.52	665.87	74.66	2,345.00	234.18			3,319.71	10,188.32
Week 42	1,403.55	144.74	252.00	36.54	832.33	90.47	2,100.00	210.90			3,233.70	1,107.70
Totals	2,817.12	290.43	1,428.00	207.06	1,498.20	165.13	4,445.00	445.08	-	-	11,296.02	11,296.02
Week 44	1,403.55	144.74	924.00	133.98	665.87	74.66	2,380.00	237.50			5,964.30	16,253.80
Week 46	1,455.79	162.67	1,176.00	170.52	832.33	90.47	2,292.50	229.19			6,409.47	1,821.88
Week 48	1,350.66	150.71	924.00	133.98	749.10	82.56	2,100.00	210.90			5,701.91	463.72
Totals	4,210.00	458.12	3,024.00	438.48	2,247.30	247.69	6,772.50	677.69	-	-	18,076.68	18,839.40
Week 50	1,340.75	150.71	1,176.00	170.52	890.59	90.47	2,222.50	222.54			3,426.10	11,129.27
Week 52	1,361.10	152.64	1,176.00	170.52	862.33	90.47	2,100.00	210.90			3,263.70	1,258.77
Totals	2,701.85	303.35	2,352.00	341.04	1,752.92	180.94	4,322.50	433.44	-	-	12,388.04	12,388.04
Totals	35,462.32	3,715.22	19,726.00	2,848.09	18,651.12	2,056.35	51,941.67	5,156.18	-	-	139,556.95	140,419.66
Check 1	139,556.95											
Check 2	140,419.66											

1 Wages and Super breakdown are not matching. The super amount of \$1,491.96 was recorded to Wages in the client books.

	Wages & Super Paperworks	Wages & Super Trial Balance	Variance
Total Wages	152,556.41	154,048.37	(1,491.96)
Total Super	17,305.21	15,813.25	1,491.96
	169,861.62	169,861.62	0.00

2 BAS Sales is \$178,501.00(net of GST) but what's showing on profit & loss is \$225,198.83

Note: Not sure if this is supposed to be an audit findings

3 No statement copy to validate the closing balance of the Term Deposit 917

Term Deposit 917	01/07/2018	65,002.56	ending balance base on previous findings 2017/2018
	30/06/2019	65,000.00	base on Trial balance 2018/2019(no statement provided)

4 Bank Statement no.416 closing balance for 30/11/2018 was \$74,620.90 but in the 30/11/2018 Balance Sheet its showing \$75,671.80 - Difference is \$1,050.90.

Narembreen Community Resource Centre
Unit 3
19 Church St
Narembreen 6369

Balance Sheet	
As of November 2018	
Assets	19/12/2018 11:12:30 AM
Trading Cheque Account	
Bully Cash	
	\$75,671.80

5 Bank Statement no. 429 closing balance for 28/02/2019 was \$64,618.87 but in the February 2019 Balance Sheet its showing \$64,920.47 - Difference is \$301.60.

Balance Sheet
As of February 2019

CORPORATE TRADING ACCOUNT STATEMENT	
DATE	24/06/2019 3:03:33 PM
ACCOUNT	Trading Cheque Account
DEBIT	
CREDIT	
BALANCE	
	\$64,920.47

Narembreen CRC 2018/2019

	Sales		GST Free		GST Free		1A	1B		9
	G1	G3	G14	G11	G14	G11		G14	G11	
July	40,322.00	867.00	3,586.00	95.00	4,676.00	416.00	3,170.00	416.00	416.00	3,170.00
Aug	4,115.00	103.00	364.00	2,417.00	3,814.00	127.00	237.00	127.00	127.00	237.00
Sept	6,482.00	573.00	537.00	410.00	3,803.00	308.00	229.00	308.00	308.00	229.00
Oct	40,447.00	248.00	3,654.00	133.00	2,797.00	242.00	3,412.00	242.00	242.00	3,412.00
Nov	8,367.00	118.00	749.00	97.00	2,250.00	195.00	554.00	195.00	195.00	554.00
Dec	33,675.00	-	3,061.00	28.00	8,118.00	735.00	2,326.00	735.00	735.00	2,326.00
Jan	2,814.00	953.00	169.00	122.00	15,661.00	1,412.00	(1,243.00)	1,412.00	1,412.00	(1,243.00)
Feb	3,355.00	79.00	297.00	92.00	2,040.00	177.00	120.00	177.00	177.00	120.00
Mar	3,157.00	572.00	235.00	3,593.00	4,245.00	59.00	176.00	59.00	59.00	176.00
Apr	34,147.00	4,732.00	2,674.00	443.00	1,335.00	81.00	2,593.00	81.00	81.00	2,593.00
May	12,492.00	8,334.00	378.00	191.00	24,663.00	2,224.00	(1,846.00)	2,224.00	2,224.00	(1,846.00)
Jun	5,261.00	542.00	429.00	93.00	15,583.00	1,408.00	(979.00)	1,408.00	1,408.00	(979.00)
	194,634.00	17,121.00	16,133.00	7,714.00	88,985.00	7,384.00	8,749.00	7,384.00	7,384.00	8,749.00

GST Collected 8,880.45
 GST Paid 10,343.89
 BAS Sales Profit & Loss Variance 225,198.83

50.00

177,513.00 177,463.00

G1 is supposed to be \$177,513

Bank Statement	01/07/2018	31,963.15	same on the Trial Balance
	30/06/2019	2,028.19	base on previous findings
Term Deposit	01/07/2018	65,002.56	base on previous findings
	30/06/2019	65,000.00	base on Trial balance(no statement provided)

	Wages	Super	Total
July	12,605.56	1,491.96	14,097.52
August	22,633.32	2,550.08	25,183.40
September	7,733.27	797.98	8,531.25
October	7,179.72	817.18	7,996.90
November	10,011.96	1,041.15	11,053.11
December	15,418.82	1,751.16	17,169.98
January	9,805.27	1,485.23	11,290.50
February	8,709.10	857.74	9,566.84
March	10,060.33	1,107.66	11,167.99
April	10,827.67	1,216.72	12,044.39
May	10,188.32	1,107.70	11,296.02
June	27,383.07	3,080.65	30,463.72
Totals	152,556.41	17,305.21	169,861.62

Trial Balance 2019
 Wages 154,048.37
 Super 15,813.25
 Totals 169,861.62

	Wages	Super	Total
May Outstanding	14,953.74	1,752.10	16,705.84
June Outstanding	12,605.56	1,491.96	14,097.52

11-Jun-19 Telstra & Syne 1219.99 reflected in May Trial balance
 Jan-19 Electricity 350.36 in the trial balance but not on the statement
 Jul-18 Electricity 572.05 in the trial balance but not on the statement

Month	Monthly BAS Sales G1	Total Income per Monthly P&L Statement	Variance
July	40,322.00	36,015.35	4,306.65
Aug	4,115.00	44,060.78	(39,945.78)
Sept	6,482.00	13,681.03	(7,199.03)
Oct	40,447.00	37,933.18	2,513.82
Nov	8,367.00	8,497.25	(130.25)
Dec	33,675.00	30,334.99	3,340.01
Jan	2,814.00	2,165.03	648.97
Feb	3,355.00	2,234.64	1,120.36
Mar	3,157.00	3,288.00	(131.00)
Apr	34,147.00	30,403.62	3,743.38
May	12,492.00	12,744.82	(252.82)
Jun	5,261.00	4,452.59	808.41
Totals	194,634.00	225,811.28	(31,177.28)

612.45

	P&L	Sales net of GST	Variance
Income Per Monthly P&L	225,811.28	178,501.00	(47,310.28)
Income Per P&L 2018/2019	225,198.83	178,501.00	(46,697.83)
			(612.45)

Month	G11	G14	Total Net	Total Expenses per Monthly P&L Statement	Total Wages	Total expenses excluding Wages	Variance	Super	Total Net Income Per Monthly P & L
July	4,676.00	95.00	4,581.00	18,357.74	14,097.52	4,260.22	320.78		17,557.61
Aug	3,814.00	2,417.00	1,397.00	28,871.03	25,183.40	3,687.63	(2,290.63)	2,550.08	15,189.75
Sept	3,803.00	410.00	3,393.00	25,060.22	8,531.25	16,528.97	(13,135.97)	797.98	(11,379.19)
Oct	2,797.00	133.00	2,664.00	10,908.74	7,996.90	2,911.84	(247.84)	817.18	27,024.44
Nov	2,250.00	97.00	2,153.00	14,251.25	11,053.11	3,198.14	(1,045.14)	1,041.15	(5,754.00)
Dec	8,118.00	28.00	8,090.00	20,207.00	17,169.98	3,037.02	5,052.98	1,751.16	10,127.99
Jan	15,661.00	122.00	15,539.00	25,552.76	11,290.50	14,262.26	1,276.74	1,485.23	(23,387.73)
Feb	2,040.00	92.00	1,948.00	11,430.47	9,566.84	1,863.63	84.37	857.74	(9,195.83)
Mar	4,245.00	3,593.00	652.00	16,314.34	11,167.99	5,146.35	(4,494.35)	1,107.66	(13,026.34)
Apr	1,335.00	443.00	892.00	13,299.27	12,044.39	1,254.88	(362.88)	1,216.72	17,104.35
May	24,663.00	191.00	24,472.00	33,734.49	11,296.02	22,438.47	2,033.53	1,107.70	(20,989.67)
Jun	15,583.00	93.00	15,490.00	44,638.57	30,463.72	14,174.85	1,315.15	3,080.65	(40,185.98)
Totals	88,985.00	7,714.00	81,271.00	262,625.88	169,861.62	92,764.26	(11,493.26)	15,813.25	(36,814.60)

	P/L	Purchases net of GST	Variance
Total Expenses Per Monthly P&L 2018/2019	262,625.88	251,132.62	11,493.26
Total Expenses Per as of June 2019	253,839.61	251,132.62	2,706.99
	8,786.27	-	8,786.27

Total Net Loss Per Monthly P & L 201/2019	(36,814.60)
Total Net Loss Per as of June 2019	(28,729.44)
Variance	(8,085.16)

Variance per books and returns	8,786.27
Variance per monthly with as of total expenses	8,085.16
Total Variance	701.11
Variance on Income	612.45
Cost of Sales in September	88.66

ATTACHMENT - AGENDA ITEM 8.4.1

Grader – Request for Tender RFT 02/2019

**Tender 02/2019
Motor Grader**
*** All prices listed below are excluding GST**

Budget 2019/20	Motor Grader	\$420,000
	Trade in allowance	\$128,356
	Net Budget	\$291,644

Company	Grader Make	Model	Engine	Power Max	Weight	Blade	Warranty	Tyres	*No Trade Price	**Trade Change Over
Westrac	Cat	12m	Cat C7	136KW-159KW 183HP-213HP	22,045kg	14FT BOLT/ ON STOCK	60MONTH 6000HRS Full Machine	BRIG/STO 17.5r25 BS	\$378,000 5-10WK	\$276,000
Westrac	Cat	140	Cat C7	136KW-159KW 183HP-213HP	22,045kg	14FT	60MONTH 6000HRS FULL machine	RADIAL 17.5r25 BS	\$378,000 12-15WKS Jan 2020 Del	\$276,000 274,000
Komatsu		GD555-5	KOMATSU D7DGBE3 7.2 L	118KW-131KW 158HP-176HP	18,520kg	14FT	12m full Machine POWER 60 month 6000hr Premium	17.5 MICH	\$385,600	\$285,600
Komatsu		GD655 7	Komatsu	136KW-151KW 183HP-203HP	19,260kg	14ft	12m full Mach 60 month 6000hr Premium	17.5 Mich	\$419,300	\$319,303
Smith Broughton										
All Used									trade only	\$68,182
									trade only	\$45,000

3. RESPONDENT'S OFFER

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN **OFFER FORM**

The Chief Executive Officer
Shire of Narembeem
1 Longhurst St, Narembeem WA 6369

I/We SMITH BROUGHTON
(BLOCK LETTERS)

of 10 CLAYTON STREET, MIDLAND, WA, 6056
(ADDRESS)

ABN/GST Status: 98053698847 ACN (if any):

Telephone No: 93749222 Fax No:

E-mail: admin@sbauction.com.au

In response to RFT 02/2019 – SUPPLY AND DELIVERY OF ONE(1) NEW MODEL MOTOR GRADER on the basis of trade in of one (1) used 2010 770G John Deere Motor Grader and/or Outright Supply and Delivery of new Unit. Note please state pricing option offered for absolute and final pricing and trade in unit pricing:

The quoted price is valid up to three (3) months from the date of the Request closing unless extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this response irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.

Dated this day of 20.....

Signature of authorised signatory of Respondent:

Name of authorised signatory (BLOCK LETTERS):

Position:

Address:

Witness Signature:

Name of witness: (BLOCK LETTERS):

Address:

RFT 02/2019 – Motor Grader – Shire of Narembeem

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

PRICE INFORMATION

Respondents **must** complete the following "Price Schedule".

3.1.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes /No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts".	"Discounts"	Tick if attached ☐

3.1.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes/No	
If No, please indicate your proposed price variation mechanism. Supply details and label it "Price Variation Mechanism".	"Price Variation Mechanism"	Tick if attached ☐

3.1.3 PRICE SCHEDULE

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value				

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee	\$	\$68181.82	\$6818.18	\$75000

PLEASE STATE NET PRICING AND STATE NET SUPPLY AND DELIVERY PRICING TO CONFIRM FINAL PRICING OFFERED FOR THE TENDERED UNIT.

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

SPECIAL CONDITIONS

4. CONTRACTOR SAFETY AGREEMENT

REQUIREMENTS FOR CONTRACTORS

Prior to the commencement of contracted works all contractors are required have regard to their roles and responsibilities while at the site. Online induction is available when requested by the Shire of Narembreen.

I, the contractor am aware of and will abide with the following:

- I have provided all applicable licenses and insurances (e.g. workers' compensation and public liability) are current and have been provided to the Shire of Narembreen.

List Insurance expiry dates and amounts insured for the following:

Worker's Compensation or Personal Accident Insurance:

Date / / \$

Common Law:

Date / / \$

Public Liability Insurance:

Date / / \$

Motor Vehicle/Machinery Insurance:

Date / / \$

(Please attach Certificates of Currency)

- I and my contractors or employees will contact the Shire of Narembreen and sign the in/out register (if available) held at the premises/site when they attend site.
- All access arrangements are to be made with the relevant person if available or by contacting on (08) 9064 7308.

3. RESPONDENT'S OFFER

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN OFFER FORM

The Chief Executive Officer
Shire of Narembeem
1 Longhurst St, Narembeem WA 6369

I/We ALLUSED PTY LTD
(BLOCK LETTERS)

of 6 MACKAY ST, KEWDALE WA 6105
(ADDRESS)

ABN/GST Status: 55 139 826 716 ACN (if any): 139 826 716

Telephone No: 0427 993 349 Fax No:

E-mail: garys@allused.com.au

In response to RFT 02/2019 – SUPPLY AND DELIVERY OF ONE(1) NEW MODEL MOTOR GRADER on the basis of trade in of one (1) used 2010 770G John Deere Motor Grader and/or Outright Supply and Delivery of new Unit. Note please state pricing option offered for absolute and final pricing and trade in unit pricing:

The quoted price is valid up to three (3) months from the date of the Request closing unless extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this response irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.

Dated this 4th day of SEPTEMBER 2019

Signature of authorised signatory of Respondent: [Signature]

Name of authorised signatory (BLOCK LETTERS): GARY SILCOCK

Position: MANAGER

Address: 6 MACKAY ST, KEWDALE WA 6105

Witness Signature: [Signature]

Name of witness: (BLOCK LETTERS): MANDI CROZIER

Address: 6 MACKAY ST, KEWDALE WA 6105

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

PRICE INFORMATION

Respondents **must** complete the following "Price Schedule".

3.1.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes ☒ No ☐	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts" .	"Discounts"	Tick if attached ☐

3.1.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes /No	
If No, please indicate your proposed price variation mechanism. Supply details and label it "Price Variation Mechanism" .	"Price Variation Mechanism"	Tick if attached ☐

3.1.3 PRICE SCHEDULE

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value				

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee		\$45,000	\$4,500	\$49,500

PLEASE STATE NET PRICING AND STATE NET SUPPLY AND DELIVERY PRICING TO CONFIRM FINAL PRICING OFFERED FOR THE TENDERED UNIT.

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

SPECIAL CONDITIONS

4. CONTRACTOR SAFETY AGREEMENT

REQUIREMENTS FOR CONTRACTORS

Prior to the commencement of contracted works all contractors are required have regard to their roles and responsibilities while at the site. Online induction is available when requested by the Shire of Narembreen.

I, the contractor am aware of and will abide with the following:

- Have provided all applicable licenses and insurances (e.g. workers' compensation and public liability) are current and have been provided to the Shire of Narembreen.

List Insurance expiry dates and amounts insured for the following:

Worker's Compensation or Personal Accident Insurance:

Date 31/01/20 \$ 50,000,000

Common Law:

Date / / \$

Public Liability Insurance:

Date 31/01/20 \$ 20,000,000

Motor Vehicle/Machinery Insurance:

Date 31/01/20 \$ SEE ATTACHED

(Please attach Certificates of Currency)

- I and my contractors or employees will contact the Shire of Narembreen and sign the in/out register (if available) held at the premises/site when they attend site.
- All access arrangements are to be made with the relevant person if available or by contacting on (08) 9064 7308.

Telephone: +61 8 9214 7400
 Website: www.willistowerswatson.com.au
 Phone: +61 08 9214 7400
 Email: lee.thomson@willistowerswatson.com

Address: Level 4 / 88 William St, Perth WA 6000
 Postal: PO Box Z5464, St Georges Tce, Perth WA 6831

Certificate of Insurance

Date	31 January 2019	From	Lee Thomson
Attn	Gary Silcock	Email	Lee.thomson@willistowerswatson.com
Company	All Used Pty Ltd		

At the request of the Insured, we confirm having arranged Insurance on the following. This Confirmation is only a brief summary of the cover and reference should be made to the Policy Document for the full Terms and Conditions. Should any of the information in this Confirmation be incorrect, please contact our office immediately.

INSURED: All Used Pty Ltd

CLASS OF INSURANCE: Workers' Compensation Insurance

POLICY NUMBER: 1PE1906792GWC

INSURER: QBE Insurance (Australia) Limited

PERIOD OF INSURANCE: **From:** 31/01/2019 **To:** 31/01/2020

SUMS INSURED: **Act Benefits**
 Liability to employees under the terms of the Workers' Compensation and Injury Management Act 1981("the Act") and as per Policy.

Common Law

Liability limited to \$50 million any one person or number of persons arising out of the one event.

SITUATION OF RISK: Anywhere in Western Australia (and elsewhere as provided under the Act).



**SIGNED ON BEHALF OF
 WILLIS TOWERS WATSON:**

Lee Thomson

31/01/2019

ALLUS44988

CKA Risk Solutions Pty Ltd
 ABN: 33 109 033 123
 AFSL No: 276915

Telephone: +61 8 9214 7400
 Website: www.willistowerswatson.com.au
 Phone: +61 08 9214 7400
 Email: hollie.tee@willistowerswatson.com

Address: Level 4 / 88 William St, Perth WA 6000
 Postal: PO Box Z5464, St Georges Toe, Perth WA 6831

Certificate of Insurance

Date	31 January 2019	From	Lee Thomson
Attn	Gary Silcock	Email	Lee.thomson@willistowerswatson.com
Company	All Used Pty Ltd		

At the request of the Insured, we confirm having arranged insurance on the following. This Confirmation is only a brief summary of the cover and reference should be made to the Policy Document for the full Terms and Conditions. Should any of the information in this Confirmation be incorrect, please contact our office immediately.

INSURED: All Used Pty Ltd, Herstfield Enterprises Pty Ltd

CLASS OF INSURANCE: Public & Products Liability

POLICY NUMBER: 05CL012887

INSURER: Chubb Insurance Australia Limited

PERIOD OF INSURANCE: **From:** 31/01/2019 **To:** 31/01/2020

COVERAGE: The Insured's legal liability to pay compensation to third parties in respect of:
 i. personal injury (including death) and/or
 ii. damage to property
 arising from the Insured's business or products during the period of insurance.

LIMIT OF LIABILITY:
Public Liability: \$20,000,000 any one occurrence
Products Liability: \$20,000,000 in the aggregate

SITUATION OF RISK: Anywhere in the World (as provided by the Policy)

SIGNED ON BEHALF OF CKA:



Lee Thomson

31/01/2019

Telephone: +61 8 9214 7400
 Website: www.willistowerswatson.com.au
 Phone: +61 08 9214 7400
 Email: lee.thomson@willistowerswatson.com

Address: Level 4 / 88 William St, Perth WA 6000
 Postal: PO Box Z5464, St Georges Tce, Perth WA 6831

Certificate of Insurance

Date	31 January 2019	From	Lee Thomson
Attn	Gary Silcock	Email	Lee.thomson@willistowerswatson.com
Company	All Used Pty Ltd		

At the request of the Insured, we confirm having arranged insurance on the following. This Confirmation is only a brief summary of the cover and reference should be made to the Policy Document for the full Terms and Conditions. Should any of the information in this Confirmation be incorrect, please contact our office immediately.

INSURED: All Used Pty Ltd and/or subsidiary companies and/or related companies

CLASS OF INSURANCE: Motor Vehicle Insurance

POLICY NUMBER: 094359PZBI

INSURER: Zurich Insurance

PERIOD OF INSURANCE: **From:** 31/01/2019 **To:** 31/01/2020

INSURED VEHICLE(S):

Vehicle	Registration No	Sum Insured
2014 Nissan Navara D22 S5 ST-R Utility Dual Cab	1EOG903	Market Value
2011 Toyota Hilux SR5 Utility Dual Cab	1DS0337	Market Value
2007 Isuzu N Series NPS 300 Cab Chassis	1CSR088	\$15,000 or Market Value

SITUATION OF RISK: Anywhere in Australia.

**SIGNED ON BEHALF OF
WILLIS TOWERS WATSON:**



Lee Thomson

31/01/2019

ALLUS306578

CKA Risk Solutions Pty Ltd
 ABN: 33 109 033 123
 AFSL No: 276915



25 September 2019

SHIRE OF NAREMBEEN
1 LONGHURST ST
NAREMBEEN WA 6369

RFT: 02/2019

Please find enclosed our response to tender for the supply of:

ONE (1) NEW KOMATSU GD555-5 OR GD655-7

Thank you for the opportunity to provide a tender on new grader to the Shire of Narembeem.

We have provided two (2) options, the GD555-5 and the GD655-7. The Komatsu graders are the only models in the market fitted with a dual mode transmission, which the machine can operate in direct drive and torque converter. This feature enables the engine to have an anti-stall benefit which allows the operator to concentrate on the job at hand, rather than the engine and travel speed. It also allows for final trim at slow speeds or inexperienced operators to gain the experience needed without stalling the machine.

The new GD655-7 is fitted with fingertip controls and palm steering for improved operator comfort and vision out the front. The machine still includes the traditional steering wheel for operating machine at higher speeds (above gear 6).

As a benefit to the shire, we have offered the initial 2000 hours services (500, 1000, 1500 & 2000 hr) for a cost of only \$ 1000 + GST. This includes, all parts, lubricants, labour and travel to Narembeem to complete the 4 services.

Should you require any additional information, please do not hesitate to contact the undersigned.

Yours faithfully

STEVEN MAFFESCIONI
Business Development Manager

Office
94 Sheffield Rd
Welshpool
6106
Western Australia
(08) 9351 0555 tel
(08) 9356 2135 fax

Central Mailing Address: Locked Bag 8, Welshpool DC WA 6986
Website: www.komatsu.com.au

3. RESPONDENT'S OFFER

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN OFFER FORM

The Chief Executive Officer
Shire of Narembeem
1 Longhurst St, Narembeem WA 6369

I/We . KOMATSU AUSTRALIA PTY LTD (BLOCK LETTERS)
of 94 SHEFFIELD ROAD, WELSHPOOL WA 6106 (ADDRESS)
ABN/GST Status: 71 143 476 626 ACN (if any): 143 476 626
Telephone No: 08 9351 0555 Fax No:
E-mail: smaffescioni@komatsu.com.au

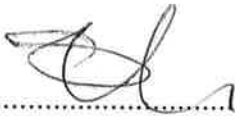
In response to RFT 02/2019 – SUPPLY AND DELIVERY OF ONE(1) NEW MODEL MOTOR GRADER on the basis of trade in of one (1) used 2010 770G John Deere Motor Grader and/or Outright Supply and Delivery of new Unit. Note please state pricing option offered for absolute and final pricing and trade in unit pricing:

The quoted price is valid up to three (3) months from the date of the Request closing unless extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this response irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.

Dated this 2TH day of SEPTEMBER 2019

Signature of authorised signatory of Respondent: 

Name of authorised signatory (BLOCK LETTERS): STEVE MAFFESCIONI

Position: BUSINESS DEVELOPMENT MANAGER

Address: 94 SHEFFIELD ROAD, WELSHPOOL WA 6106

Witness Signature: 

Name of witness: (BLOCK LETTERS): LINDSAY NELLIGAN

Address: 94 SHEFFIELD ROAD, WELSHPOOL WA 6106

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

PRICE INFORMATION

Respondents **must** complete the following "Price Schedule".

3.1.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes/No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled " Discounts ".	"Discounts"	Tick if attached ☐

3.1.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes /No	
If No, please indicate your proposed price variation mechanism. Supply details and label it " Price Variation Mechanism ".	"Price Variation Mechanism"	Tick if attached ☐

3.1.3 PRICE SCHEDULE

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value	GD555-5	\$ 385,600	\$ 38,560	\$ 424,160

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee		\$ 100,000	\$ 10,000	\$ 110,000

PLEASE STATE NET PRICING AND STATE NET SUPPLY AND DELIVERY PRICING TO CONFIRM FINAL PRICING OFFERED FOR THE TENDERED UNIT.



RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN
SPECIAL CONDITIONS

4. CONTRACTOR SAFETY AGREEMENT

REQUIREMENTS FOR CONTRACTORS

Prior to the commencement of contracted works all contractors are required have regard to their roles and responsibilities while at the site. Online induction is available when requested by the Shire of Narembeen.

I, the contractor am aware of and will abide with the following:

- Have provided all applicable licenses and insurances (e.g. workers' compensation and public liability) are current and have been provided to the Shire of Narembeen.

List Insurance expiry dates and amounts insured for the following:

Worker's Compensation or Personal Accident Insurance:

Date 30/09/2019 \$ 50M

Common Law:

Date 30/09/2019 \$ 50M

Public Liability Insurance:

Date 01/04/2020 \$ 10M

Motor Vehicle/Machinery Insurance:

Date 30/09/2019 \$ 20M

(Please attach Certificates of Currency)

- I and my contractors or employees will contact the Shire of Narembeen and sign the in/out register (if available) held at the premises/site when they attend site.
- All access arrangements are to be made with the relevant person if available or by contacting on (08) 9064 7308.



KOMATSU AUSTRALIA PTY LTD
ABN 71 143 476 626
Western Australia

QUOTATION NUMBER: 5014423901

DATE: 23 September 2019

FORMAL QUOTATION

Shire of Narembeen

1 Longhurst St
Narembeen
WA 6369 AU
PHONE #: 08 9064 7308
FAX #:

GD555_5 MOTOR GRADER

WE THANK YOU FOR YOUR VALUED BUSINESS

CUSTOMER:
 Shire of Narembeen
 Chief Executive Officer
 1 Longhurst St
 NAREMBEEN WA 6369
 AUSTRALIA

QUOTATION NUMBER:
DATE:
VALID TO: CUSTOMER ID:
CUSTOMER REFERENCE:
KOMATSU REPRESENTATIVE:
PHONE/FAX:
EMAIL:

5014423901
 23 September 2019
 23 November 2019
 600031122

Steve Maffescioni
 +61418476423/+61893562135
 smaffescioni@komatsu.com.au

ITEM DESCRIPTION

PRICE

QUOTATION FOR 1(ONE) ONLY NEW KOMATSU GD555_5 MOTOR GRADER

FITTED WITH THE FOLLOWING CONFIGURATION:

ENGINE & RELATED ITEMS:

Engine, Komatsu SAA6D107E-1, 158HP (118kW) / 176HP (131kW) / 193HP (144kW) variable horsepower; water-cooled, after-cooled, Turbocharged, emissionised, Tier III compliant direct injection diesel; Air cleaner, double element, dry type with dust indicator and warning lamp; Pre-cleaner, Turbo II; Cooling fan, hydraulic driven with reverse cleaning function with overheat prevention function; Excessive Idle Shutdown (programmable) with Turbo Timer Shut Down; Selectable working modes, Power and Economy, with economy operation display lamp; Engine overrun system; Cooling cores, side by side type.

ELECTRICAL SYSTEM:

Alternator, 24V, 90 Ah;
 Batteries, extreme duty x 2;
 Starting motor, 24V, 5.5kW;
 Battery isolation switch;
 Audible warning devices, backup alarm and horn.

TRANSMISSION / DRIVE LINE:

Dual mode transmission (torque convertor / direct drive), With NON stall function;
 Axle, rear full floating, planetary type;
 Brakes, hydraulic actuated, adjustment free, multi disc type;
 Cooling core, side by side type.

WHEELS:

Rims, front, 3 piece, 2 x 10.00 x 24 inch with valve protection;
 Tyres, 14.00 x 24 Bridgestone Radial - VUT;
 Rims, rear, 3 piece, 4 x 10.00 x 24 inch with valve protection;
 Tyres, 14.00 x 24 Bridgestone Radial - VUT.

PROTECTORS, GUARDS AND COVERS:

Transmission guard, full length, single plane, 6mm;
 Steering cylinder guards;
 Tropical steel insulated roof with
 External rear window visor (Australia Only)

HYDRAULICS:

Load-sensing Closed Centre with variable displacement piston pump;
 Hydraulic blade controls with Pilot Check Valves;
 Blade Lift Cylinder Circuit Accumulators Standard Fitment;

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.

All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's TERMS &

CONDITIONS OF SALE AND SERVICE as stated in this quotation. WE

THANK YOU FOR YOUR VALUED BUSINESS

____initial Page 1 of 9
 24.09.2019 12:02:16

ITEM DESCRIPTION	PRICE
Blade float, detent type, left and right; Additional valve for other attachment installation.	
SPECIAL ARRANGEMENTS: Hard water area arrangement (corrosion resistor); Poor fuel arrangement (water separator).	
OPERATOR ENVIRONMENT: Cabin, large hexangular Y pillar, integrated ROPS, Low profile, sound suppressed; Seat belt, 78mm, retractable; Seat, Air Suspension type, fabric, reclining with Komatsu Seat cover; Control console, adjustable, Electronic type with central and individual warning lamps; Electric monitoring system with diagnostic function; Automatic Articulation Return to Centre; Throttle control, electric, automatic and manual function; High Ambient 50 degree Heavy Duty Air conditioner, with touch pad control; AM/FM Radio Communications Centre with USB,SD, Blue Tooth Floor mat; Rearview mirror, cabin, centre mounted; Rear view mirror, outside cabin, left and right; Rear vision camera with colour monitor; Interior dome light in cab; Windshield wiper / washer, front upper windshield; Windshield wiper / washer, left and right cabin doors; Rear window wiper / washer.	
OTHER STANDARD EQUIPMENT: Markings and caution plates Australia/NZ; Vandalism protection, lockable access to fuel cap, battery cover; engine side covers and doors; Ground level re-fuelling, integrated; Power outlet, additional in cab, 12v converter / power outlet; Differential, mechanical lock with planetary gear reduction; Circle slip clutch; Counterweight, front (push plate type); Working lights, front x 2, lower cabin mounted; Working lights, front x 2, forward frame mounted; Flood lights, cab mounted x 4; Working lights, rear x 2; Bar mounted front head and directional lights; Rear brake and tail lights; Beacons 2 x LEDs type with guard, cabin roof mounted Toolboxes 1x LH tandem mounted and 1 x Y frame drawbar mounted; Remote drain points; Komatsu Machine Tracking System (KOMTRAX).	
WORK EQUIPMENT: Blade, 3710mm width, 22mm thickness, 152mm cutting edges and end bit;	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's TERMS &

CONDITIONS OF SALE AND SERVICE as stated in this quotation. WE

THANK YOU FOR YOUR VALUED BUSINESS

ITEM DESCRIPTION**PRICE**

Circle shoes, large x 6;
Rear Ripper / Scarifier beam, ripper shanks x 3, scarifier tynes x 9.

MATERIALS:

Operation & Maintenance Manual, two sets;
Parts Books, two sets.

WARRANTY:

Premium warranty - 36 months / 6,000 hours
Whichever event first occurs,
From the date of delivery to the original customer

MAINTENANCE:

3 Year/2000 Hours KOMplimentary Maintenance
Regular PM Services at 500, 1000, 1500 and 2000 Hour Intervals
Machine Condition Report by factory-trained technician
Field Service Labour, 100 Kms Travel Included
Please refer to Product Offer / Terms and Conditions of Sale

Included Options:

Blade 4.3M,T25H-Carbon,W/E
Air Suspension Seat Grammar
Guard Steering Cylinder
Tyre 17.5R25 XTLA Michelin FENNEL (x1)
Tyres 17.5R25 XTLA Michelin FENNEL (x6)
Rim x1 3 Piece to suit 17.5 R25 BS
Rim x6 3 Piece to suit 17.5 R25 BS
Basic Service Tool Kit, Air Gun / Air Line, Tyre Pressure Gauge
Fire Extinguisher 1.5kg
Fire Extinguisher 4.5kg
Fuel, Full Tank
Rear Oil Drain Guard
Full Guarding to all Light Assemblies
Mirrors, Cab Swing Folding
Radio UHF/CB 80 Channel
Slope Meter No 2
Tail Lights LED, install on Back of Cab flush with top edge
Trailer Plug 7 Pin + Wiring Supply & Fit
Tyre Carrier, Ripper Side Mounted (near side) Hand Pump Hydraulic
Action GESSNER

Notes:**INCLUDED IN QUOTE:**

1 x shop manual
licensing & inspection (expiry to July 31) inc check weigh
Supply 0131-264 Weld on tow hitch combination 1 1/2" pin & 50mm ball
Install 0131-264 WELD ON TOW HITCH COMBINATION - 1 1/2" PIN & 50mm BALL
S&F signwriting "SHIRE OF NAREMBEEN"
S&F "OVERSIZE" decals to front and rear windows
S&F ADR red/orange reflectors to rear/side of machine
Fit licence plates to machine
S&F bluetooth hands free phone cradle with high gain receiver to suit all phones

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

**All Goods supplied are subject to Komatsu Australia Pty Ltd's TERMS &
CONDITIONS OF SALE AND SERVICE as stated in this quotation. WE
THANK YOU FOR YOUR VALUED BUSINESS**

ITEM DESCRIPTION

PRICE

S&F Cel-Fi GO or similar mobile phone repeater vehicle kit
Transport machine to Shire of Narembeen Depot

WARRANTY:

- Initial 12 months full machine
- 60 months / 6,000 hours premium

OPTIONS (NOT INCLUDED) + GST:

Initial 2000 hour services @ 500 hr intervals including parts, lubricants, labour & travel to Narembeen - \$ 1000

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's TERMS &

CONDITIONS OF SALE AND SERVICE as stated in this quotation. WE

THANK YOU FOR YOUR VALUED BUSINESS



QUOTATION NUMBER: 5014423901

24.09.2019 12:02:16

TERMS & CONDITIONS OF SALE AND SERVICE

1. DEFINITIONS

AUD means Australian dollar.

Claim means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with this Contract or its subject matter, whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all.

Commissioning means when the goods are assembled and operating under normal conditions. For used goods, commissioning means assembly only.

Consequential Loss means all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss arising from delay, loss by reason of shutdown or non-operation or increased cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever.

Contract means these terms and conditions and the documents expressly incorporated herein.

Delivery means when the Goods are picked up by the Purchaser's carrier or delivered to the Purchaser's nominated delivery point by Komatsu's carrier or as otherwise agreed in writing.

EUR or EURO means European currency.

Equipment means those Goods which comprise mobile equipment, vehicles, parts and/or attachments as described in the quotation, sale invoice or agreement.

Goods or Services (or both) collectively and severally means the goods, Equipment (new or used) or Services relating to the Contract or expressed in the quotation and excludes all things not expressly specified in writing by Komatsu.

GST has the meaning specified in the A New Tax System (Goods and Services Tax) Act 1999, at the rate prevailing from time to time and has the same meaning when used herein.

Intellectual property or IP means all industrial and intellectual property rights whether protectable by statute, common law or equity including without limitation, all copyright in the goods and all materials provided in connection with the goods, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, design rights (registrable or not), trade mark rights (registered or not), circuit layout design rights and excluding non-assignable moral rights.

JPY means Japanese Yen.

Komatsu means Komatsu Australia Pty Ltd ABN 71 143 476 626.

OEM means original equipment manufacturer.

Party means either the Purchaser or Komatsu.

Parties means both the Purchaser and Komatsu.

Price means the total monetary amount for the sale of the Goods or Services (excl GST).

Purchaser means the entity purchasing the Goods and/or Services or as otherwise described in the quotation, purchaser order, final sale invoice or agreement.

Purchaser Nominated Items means any fire suppression, tyres, wheel rims, accident avoidance/detection, mine management, access and/or egress systems, automatic grease systems or any other items nominated by the Purchaser that are not supplied as OEM standard or part of the OEM specification.

Related Body Corporate has the same meaning as in the Corporations Act 2001 as amended.

Services mean any service pursuant to a quotation, sale invoice or agreement including Commissioning.

USD means United States dollar.

2. APPLICATION OF CONDITIONS

Conditions of sale

2.1 The Goods and/or Services are supplied by Komatsu, or traded-in by the Purchaser, solely on the basis of these terms and conditions.

2.2 By issuing a purchase order, invoice or similar document to Komatsu or signing or accepting a quotation issued by Komatsu, the Purchaser unconditionally accepts to be bound by this Contract in its entirety and without alteration. The Purchaser unconditionally agrees that any terms and conditions attached to such purchase order, invoice or otherwise are null and void and Komatsu is entitled to ignore such terms.

Orders

2.3 Submission by the Purchaser of a purchase order for the Goods and/or Services is deemed to be an offer to purchase the Goods and/or Services (offer) subject to this Contract. Komatsu may accept or reject such offer in its sole discretion.

2.4 An offer to purchase Goods and/or Services is only deemed accepted by Komatsu when it is acknowledged by Komatsu in writing.

3. PRICE

3.1 Unless otherwise stated by Komatsu, Price quoted excludes GST, Delivery costs and any other matter or thing not expressly specified in writing by Komatsu.

3.2 Unless otherwise stated or sooner withdrawn by Komatsu, the Price quoted is valid for 30 calendar days from the date of quotation after which time it will lapse.

3.3 Komatsu may at any time require the Purchaser to provide security against default by way of a cash deposit or unconditional bank guarantee, such security to be released within 7 days of payment of all monies due.

Price variation due to currency fluctuations

3.4.1. The Price may include an imported content of Goods in the relevant foreign currency being USD/JPY/EUR equivalent to AUD and is based on an indicative currency exchange rate of AUD1.00 = USD/JPY/EUR.

3.4.2. A Purchaser must specify in its purchase order whether to fix the exchange rate for payment of any imported content of the Goods in AUD or whether to take the exchange rate risk. Komatsu reserves the right not to accept a purchase order until such time as a Purchaser makes this election. If Komatsu chooses to accept a purchase order in circumstances where the Purchaser has not made an election whether to fix the exchange rate for payment of any imported content of the Goods in AUD then the purchase order is accepted on the basis that the Purchaser is taking the exchange rate risk unless Komatsu has advised the Purchaser, in writing, at the time of acceptance of the purchase order that Komatsu will take the exchange rate risk.

3.4.3. Where a Purchaser elects to fix the exchange rate for payment of any imported content of the Goods in AUD then Komatsu will issue a revised final Price in AUD and thereafter Komatsu will take the exchange rate risk, provided the Goods are paid for in accordance with the terms of the sale invoice. The relevant foreign exchange rate(s) that will be used in the final Price will be the spot buying rate of the currency specified being USD/JPY/EUR minus the appropriate forward points from the date of receiving the purchase order from the Purchaser up to the agreed date of full settlement of the sale invoice. The currency will be purchased from a reputed commercial bank based in Australia with whom Komatsu holds an account.

3.4.4. Where a Purchaser elects to take the exchange rate risk any variation from the rate used in the quotation or other document issued prior to the time of the final Price, will be to the Purchaser's account.

3.4.5 Where the Price for the Goods in the Contract is specified in AUD only, Komatsu reserves the right to issue a revised Price where there is a depreciation of 10% or more of the AUD against the relevant overseas currency from where the Goods are imported by Komatsu, when measured against the daily foreign exchange rate available to Komatsu. Komatsu may issue a revised Price at any time from the date of the Contract for the purchase of the Goods to the date of actual full payment for the Goods by the Purchaser. If Komatsu exercises its rights under this clause 3.4.5, it will give the Purchaser 7 days from notification of the revised Price to exercise a right to cancel the Contract for purchase of the Goods, without penalty.

Rise and Fall

3.5 For Goods classified by Komatsu as mining classified Goods, the Price (being the overseas content and Australian sourced attachments, materials and services) may increase where there is an ex factory date for the Equipment after the next 1 April from the date of the Contract for the mining classified Goods, which will be provided by Komatsu to the Purchaser as required.

Custom Import Duties, Levies and Tariffs

3.6 Unless otherwise specified, the Price is exclusive of any custom import duties, levies and tariffs payable by Komatsu in respect of import of the Goods by Komatsu into Australia. If the Price is specified to be inclusive of any such custom import duties, levies and tariffs then if there is any change in the dutiable classification or effective rate of the applicable custom import duties, levies or tariffs the Price will be adjusted to pass through the effect of the change to the Purchaser and the Purchaser must pay the adjusted Price.

4. DELIVERY, PICKUP AND COMMISSIONING

When goods are to be delivered or Services performed

If the parties agree that Komatsu will provide Delivery of Goods and/or provision of Services then:

4.1 new and used Equipment Delivery, Service and pick-up dates are indicative only and not guaranteed;

4.2 Komatsu will use reasonable efforts to Deliver the Goods to the site or perform the Services as agreed with the Purchaser. If Komatsu is prevented from or delayed in making Delivery of Goods or performing Services for any reason or event beyond Komatsu's reasonable control, Komatsu may either extend the date for a reasonable period (and has the right to make an equitable adjustment to the Price) or terminate the Contract, without liability to the Purchaser; and

4.3 Komatsu is not liable, and the Purchaser releases Komatsu, for any damage or loss, including Consequential Loss, to the Purchaser resulting from any delay in Delivery or Service.

Early Acceptance

4.4 The Purchaser may not take possession, custody or control of Goods before Delivery unless agreed by Komatsu, which agreement may be conditional and at the sole discretion of Komatsu.

4.5 In the event that the Purchaser takes possession, custody or control of Goods before they are ready for Delivery, it is deemed that the Purchaser accepts the Goods on that date.

5. INTELLECTUAL PROPERTY

Where IP rights are expressly granted by Komatsu in writing, the following clauses are applicable to the grant of IP in the Goods:

5.1 Komatsu grants the Purchaser a non-exclusive, non-transferable, revocable licence to use the IP provided by Komatsu to the extent necessary for the operation, maintenance and use of the Goods as the OEM intended (including without limitation, the collection, manipulation and reporting of data associated with the Goods) for such period as the Purchaser owns and operates the Goods, provided that this licence does not extend to:

5.1.1 IP that Komatsu does not own that is licensed by Komatsu from a third party;

5.1.2 IP that is governed by a separate agreement between the parties (including but not limited to KOMTRAX and KPAR); and

5.1.3 any IP that is developed by Komatsu or by a third party and which is installed or which is available for installation on or in Komatsu's goods, but not included on or in the Goods, or the scope of the Contract for those Goods, at the date of sale to the Purchaser.

5.2 The IP and where applicable, all user documentation for the Goods, are Komatsu's IP and Komatsu retains all right, title and ownership therein.

5.3 The Purchaser may only use IP for the operation, maintenance and use of the Goods in accordance with this clause 5 and Komatsu accepts no liability whatsoever for any other use. The Purchaser must not modify the IP in any way, decompile, copy, disassemble, reverse engineer or derive software source code or otherwise do any thing which conflicts with the licensed use of the IP provided under clause 5.1.

6. PAYMENT

Payment terms

6.1 Unless otherwise agreed in writing, the Purchaser must pay the Price (together with GST and Delivery costs) without deduction or set-off when notified by Komatsu in writing that the Price is due and payable but in any event, on or prior to Delivery. Time is of the essence for payment of the Price. If Delivery is delayed by the Purchaser, then the Purchaser must pay the Price required by this clause when Delivery would have occurred if not for the delay by the Purchaser.

6.1A The Parties irrevocably acknowledge and agree that once Delivery has been made in accordance with this Contract, the Price becomes immediately payable by the Purchaser to Komatsu as a liquidated debt and Komatsu will be entitled to commence and maintain an action against the Purchaser for the Price as a liquidated debt.

6.1B Notwithstanding clauses 6.1 and 6.1A, if payment terms have been provided to the Purchaser by Komatsu, the Price becomes due and payable by the date as agreed to by the parties.

6.2 The Purchaser indemnifies Komatsu for any losses, costs or fees incurred or arising in connection with recovery of any overdue payment due to Komatsu.

Goods remain property of Komatsu until payment

6.3 The Goods remain Komatsu's property until all monies owed by the Purchaser to Komatsu are received in clear funds by Komatsu, and whilst these Goods remain Komatsu's property the Purchaser must:

6.3.1 keep the Goods in its possession and control, hold the Goods as agent for Komatsu, and not part with the possession of the Goods or, if the possession has been parted with, recover possession of the Goods;

6.3.2 keep the Goods in good repair and condition, excluding fair wear and tear;

6.3.3 keep the Goods stored separately and marked so that the Goods are clearly and easily identifiable as Komatsu's property and if requested, promptly inform Komatsu of the location of the Goods; and

6.3.4 not sell, assign or lease the Goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them.

Personal Properties Securities Act 2009 (Cth) ("PPSA")

6.4 The Purchaser agrees and acknowledges that the retention of title in clause 6.3 gives rise to a Purchase Money Security Interest under the PPSA in favour of Komatsu in respect of the Goods and their proceeds.

The Purchaser undertakes to:

6.4.1 promptly do all things, execute all documents and/or provide any information which Komatsu may reasonably require to enable Komatsu to attach, enforce, register, protect and maintain the perfection of its first priority security interest; and

6.4.2 give Komatsu not less than 14 days' prior written notice of any proposed change in its name and/or any other change to its details; and

6.4.3 immediately on request by Komatsu (and at the Purchaser's expense) obtain from any third party such agreements, waivers and releases (as the case may be) of any Purchase Money Security Interest that any third party has, or may have, in the Goods, to ensure that the retention of title in clause 6.3 provides Komatsu with a first priority security interest in the Goods.

6.5 The Purchaser waives its rights to receive a copy of any verification statements under section 157 of the PPSA.

6.6 If the Purchaser defaults on payment of any monies due under this Contract, Komatsu has the irrevocable right to seize the Goods without notice.

6.7 The Purchaser must give Komatsu notice if another party with a security interest in the Goods seizes or otherwise deals with the Goods in a way that might impact Komatsu's Purchase Money Security Interest.

6.8 To the maximum extent permitted by law, the Purchaser and Komatsu agree that the following provisions of the PPSA do not apply to the enforcement by Komatsu of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

6.9 The Purchaser must not disclose information of the kind referred to in section 275(1) of the PPSA, unless required to do so by sections 275(7)(b) to 275(7)(e) of the PPSA. The Purchaser must not, without Komatsu's consent, authorise the disclosure of information pursuant to section 275(7)(c) of the PPSA nor request Komatsu to give information pursuant to section 275(7)(d) of the PPSA.

6.10 In this clause 6 and clause 11, "proceeds", "Purchase Money Security Interest" and "Security Interest" have the meanings given to those expressions in the PPSA.

Purchaser disposal of goods

6.11 If the Purchaser disposes of any of the Goods while they remain Komatsu's property, or if any of those Goods become part of another product sold by the Purchaser, the Purchaser holds those proceeds on trust for Komatsu up to the amount it owes Komatsu in respect of the Goods, and must immediately pay that amount to Komatsu.

Purchaser indemnity for breach

6.12 The Purchaser indemnifies Komatsu for any loss or damage resulting from a breach of clause 6.

Komatsu's right to repossess and suspend Delivery

6.13 If the Purchaser fails to pay to Komatsu all monies due under this Contract by the due date, Komatsu has the right and irrevocable licence from the Purchaser, to at any time and without notice, via its representatives, enter and repossess the Goods. Komatsu is entitled, at its absolute discretion, to keep the repossessed Goods, sell the repossessed Goods or hold the repossessed Goods in safe custody pending payment of the Price. Komatsu is also entitled to suspend any other Delivery to the Purchaser without liability until any breach of this Contract is rectified by the Purchaser. In the event that Komatsu repossesses the Goods, the Purchaser remains bound by its obligations to Komatsu in accordance with this Contract, including its obligation to pay the Price.

6.14 Komatsu is not liable for any loss, damage or liability suffered as a result of exercising its rights under clause 6.13.

6.15 The Parties irrevocably acknowledge and agree that in the event of repossession of Goods in accordance with clause 6.13, Komatsu is not required to give notice in accordance with section 135 of the PPSA.

Finance

6.16 The Purchaser may finance the purchase of the Goods through a separate agreement entered into between it and a finance company selected by the Purchaser (such as Komatsu Australia Corporate Finance Pty Ltd). In the event that the Purchaser elects to finance the purchase of the Goods in this manner, the Purchaser may direct Komatsu to transfer title to the Goods directly to the finance company and in the event of such a direction being provided title will transfer directly to the finance company upon full payment of the Price. These terms and conditions will apply as between Komatsu and the Purchaser that finances the purchase of the Goods even if the invoice records the finance company as the purchaser of the Goods.

7. COMMISSIONING

Komatsu notice of Commissioning

7.1 If Commissioning is specified by Komatsu:

7.1.1 for Komatsu Equipment - Komatsu will carry out Commissioning in accordance with manufacturer's documented specifications and assembly, inspection and testing criteria;

7.1.2 for Non-Komatsu Equipment - Komatsu will use best endeavours to assist with Commissioning of non-Komatsu Equipment but to the extent permitted by law no liability is accepted by Komatsu for such Commissioning and the Purchaser releases Komatsu from any such liability howsoever caused.

7.2 Komatsu is not liable for loss resulting from any delay in Commissioning and the Purchaser releases Komatsu from any such liability howsoever

caused.
 7.3. If Commissioning is carried out other than at Komatsu's premises:
 7.3.1. it will only be carried out during normal business hours, where practical and safe, and only if the Purchaser gives reasonable and safe access, space and facilities fit for the purpose of Commissioning. If the Purchaser fails to do so, Komatsu may terminate the Contract;
 7.3.2. the Purchaser must obtain all necessary permits, licences and approvals prior to Commissioning; and
 7.3.3. Komatsu is not responsible for any hazardous or toxic waste or substances (unless brought to the site by Komatsu) and the Purchaser indemnifies Komatsu against all costs and expenses Komatsu may incur in dealing with hazardous waste or substance and all liability arising from any loss, damage or Claim for personal injury or third party property howsoever caused.

Purchaser notice for additional Commissioning

7.4 No notice, demand, instruction or request from the Purchaser will oblige Komatsu to provide additional Commissioning works, nor will it delay payment of the Price once notice of Commissioning has been provided by Komatsu.

8. RISK, INSURANCE AND DAMAGE

Risk passes to Purchaser on Delivery

8.1 Risk in the Goods passes to the Purchaser upon Delivery.

Purchaser must insure Goods

8.2 The Purchaser must insure and keep the Goods insured and must note the interest of Komatsu in the Goods on usual commercial terms with a reputable insurer, against all risks usually insured against for Goods of that kind for full replacement value from the time the risk in the Goods passes to the Purchaser until the time the title in the Goods passes to the Purchaser.

8.3 The Purchaser holds the proceeds of any insurance claim relating to the Goods on trust for Komatsu up to the amount it owes Komatsu in respect of those Goods, and must immediately pay that amount to Komatsu.

Damage after Delivery

8.4 Komatsu is not liable for defects or damage discovered after Delivery unless:

8.4.1 The Purchaser gives written notice to Komatsu and, if applicable, Komatsu's carrier within 4 days after the date of Delivery;

8.4.2 The Purchaser gives Komatsu reasonable opportunity to inspect the Goods in the same condition and place in which they were Delivered; and

8.4.3 The defects or damage are reasonably shown to have been pre-existing as at the date of Delivery.

9. WARRANTIES AND EXCLUSIONS

Manufacturer's liability for defective or used goods

9.1 If Goods are under any manufacturer's warranty applicable to the Goods, the Purchaser must comply with all applicable warranty terms. Failure to do so may void the warranty in full or in part. All applicable warranties for new Goods are available from Komatsu upon request. Any used Goods warranty will only apply if given in writing prior to sale (if any) otherwise the used Goods are sold 'as is' and without any warranty from Komatsu or the OEM.

Exclusion or limitation of warranties

9.2 All legal, statutory or equitable liability, conditions or warranties of any type in relation to the Goods or Services are excluded. However, nothing herein will limit those provisions of the Competition and Consumer Act 2010 (Cth) including the Australian Consumer Law, nor statutes, rules or regulations from time to time in force in Australia which imply or guarantee certain conditions or warranties or impose obligations on Komatsu which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified. If any such statutory provisions apply, then to the extent to which Komatsu is entitled to do so, its liability under those statutory provisions is limited at its option to:

9.2.1 in the case of Goods:

- (a) the replacement of Goods or the supply of equivalent Goods; or
- (b) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (c) the payment of the cost of having the Goods repaired; or
- (d) the repair of the Goods; and

9.2.2 in the case of Services:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

9.3 The Vienna Convention on the Sale of International Goods (and any enabling legislation in any State or Territory) is excluded from this Contract.

Indemnity

9.4 The Purchaser, in connection with the Goods and Services, indemnifies and keeps indemnified Komatsu, its officers, agents, employees, subcontractors, vendors and Related Bodies Corporate (Indemnitees) against all Claims, demands, losses, costs, liabilities and expenses arising directly or indirectly out of:

- (a) injury to or death of any person (including Indemnitees) to the extent not caused by Komatsu;
- (b) damage to or destruction of any property (including that of Indemnitees) to the extent not caused by Komatsu; or
- (c) any use of the Goods or any modification to them which is not in accordance with the manufacturer's, operator's or maintenance manual, authorised by manufacturer's recommendations, in accordance with any applicable law, or in accordance with good safety and operating practices relating to the Goods.

Limitation of Liability and exclusion of Consequential Loss

9.5 Notwithstanding anything to the contrary in these conditions, Komatsu (including its Related Bodies Corporate) is not liable to the Purchaser, at law, equity, statute or otherwise for any Consequential Loss howsoever caused.

9.6 Notwithstanding anything to the contrary in these conditions or elsewhere and to the full extent permitted by law, Komatsu's total cumulative liability to the Purchaser for all liabilities, damages, losses, costs and expenses suffered or incurred under or in connection with this Contract by the Purchaser for all Claims in the aggregate, is limited to the amount paid by the Purchaser to Komatsu for the Goods and Services the subject of the Claim.

Exclusion of liquidated damages, etc

9.7 Notwithstanding anything to the contrary in these conditions or elsewhere, Komatsu is not liable to the Purchaser for any liquidated damages, delay penalties, delay damages, performance guarantees or any other similar obligation.

Purchaser Nominated Items

9.8 Komatsu will:

- (a) assess the installation procedure provided by a third-party supplier;
- (b) if the installation procedure satisfies health, safety and environmental requirements, Komatsu will install the Purchaser Nominated Items in accordance with the third-party installation procedure; and
- (c) take reasonable steps to pass on the benefit of any third-party supplier's warranty to the Purchaser.

9.9 Except as provided in clause 9.8, Komatsu disclaims all liability in relation to Purchaser Nominated Items. The Purchaser will indemnify Komatsu against, and release Komatsu from, all liability, loss, damage or expense suffered by the Purchaser or any third party arising out of or in any way related to Purchaser Nominated Items.

10. DEFAULT

Purchaser must pay interest if payment late

10.1 The Purchaser must pay Komatsu interest on any amount not paid from when payment falls due until payment in full is received, at a rate as determined by the ANZ Bank Indicator Lending Rate effective from time to time plus 2% per annum calculated on daily balances of amounts unpaid and capitalised daily.

10.2 Komatsu may demand payment of interest by the Purchaser at any time. Failure to demand interest does not constitute a waiver of the entitlement to interest.

Komatsu's right to end Contract

10.3 Komatsu may by written notice to the Purchaser end the Contract immediately in any of the following circumstances:

- 10.3.1 the Purchaser fails to perform any of its obligations under this Contract or otherwise;
- 10.3.2 the Purchaser dies or becomes incapacitated, or ceases, or indicates that it is about to cease to trade;
- 10.3.3 anything happens that reasonably indicates that there is a significant risk that the Purchaser is, or will become, unable to pay its debts as they fall due. This includes publication of any unfavourable credit report against the Purchaser, non payment by the Purchaser of any debt due to any third party, execution or distress being levied against any income or assets of the Purchaser; a meeting of the Purchaser's creditors being called or held; a step being taken to make the Purchaser bankrupt; and the Purchaser entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors, or being subject to a deed of company arrangement; or
- 10.3.4 a step is taken to have a receiver, receiver and manager, provisional liquidator, liquidator or administrator appointed to the Purchaser or any of its assets.

Komatsu's rights if it ends Contract



10.4 If the Contract is ended by Komatsu under clause 10 and the Purchaser owes Komatsu money, the money becomes payable immediately to Komatsu and bears interest in accordance with clause 10.1.

Komatsu's other rights and remedies

10.5 The rights and remedies provided in these conditions will not affect any other rights or remedies available to Komatsu.

11. TRADE-IN OF USED MACHINE

11.1 If any amount is allowed by Komatsu by way of trade-in, the credit or price given to the trade-in is conditional upon the following:

11.1.1 Komatsu accepting an order for the Goods by any stated quotation validity date; and
11.1.2 delivery of the trade-in to Komatsu at the Purchaser's expense and in the same state and condition as it was on the date of Komatsu's appraisal or inspection (if any), all attachments and accessories being included, and there being no undisclosed defect or damage.

11.2 If the Purchaser does not deliver (or if agreed, make available for collection) the trade-in to Komatsu within the time nominated by Komatsu or fails to deliver (or make available) the correct trade-in (including all attachments and accessories) in the state and condition required under clause 11.1.2 or fails to disclose any material condition, deficiency or defect in the trade-in, then the credit or price for the trade-in is a debt owing by the Purchaser to Komatsu. If a used attachment or other part of the Equipment is not available then a new replacement will be purchased by Komatsu and this cost will be a debt owed by the Purchaser to Komatsu.

11.3 If upon inspection of the trade-in by Komatsu, the trade-in is in such a state that it cannot be reconditioned for resale or is otherwise not of merchantable quality then any value attributed to the sale of the Goods will be reduced accordingly and the difference will be a debt owing by the Purchaser to Komatsu.

11.4 Risk in the trade-in remains with the Purchaser until inspection and acceptance of delivery of the trade-in at Komatsu's nominated point of delivery, such delivery to be at the Purchaser's risk and expense.

11.5 The Purchaser warrants that it has or will have unencumbered title to any trade-in at the time of completion of the sale and the trade-in will be free of any and all Security Interests at completion.

11.6 The Purchaser authorises Komatsu to pay any monies given to it for the purposes of removing any encumbrance on the trade-in.

11.7 Komatsu may, without obligation to the Purchaser, refuse to purchase any trade-in at any time until acceptance and inspection of the trade-in or if clause 11.1.2 is breached, and may recover the credit or value given in the trade-in and any loss arising thereof as a debt due from the Purchaser to Komatsu.

12. FORCE MAJEURE

If Komatsu's ability to perform its obligations is adversely affected by any cause beyond Komatsu's reasonable control, then Komatsu may, if it chooses, end the Contract of sale or suspend it for up to 3 months by giving the Purchaser written notice. Komatsu will not be liable for any loss, damage or liability which the Purchaser incurs as a result, whether directly or indirectly.

13. DISPUTE RESOLUTION

13.1 If a dispute arises, either party may notify the other in writing identifying the details of the dispute.

13.2 Within 14 days of notification of a dispute, an executive officer of each party empowered to resolve the dispute must confer at least once to attempt to resolve the dispute. The parties must act in good faith to resolve the dispute.

13.3 If the dispute is not resolved within 7 days of the meeting of the executive officers, either party may commence mediation by referring the dispute to the Australian Disputes Centre in Sydney, New South Wales or such other capital city agreed by the parties. The rules of commercial mediation of that body will apply and both parties must comply with those rules.

14. MISCELLANEOUS

Assignment

14.1 The Purchaser must not assign, sub-contract or otherwise deal with this Contract or any right or obligation under it except with the prior written consent of Komatsu (which Komatsu is entitled to withhold in its absolute discretion). Failure to obtain the consent of Komatsu constitutes a fundamental breach of these terms and conditions.

14.2 Komatsu is entitled, without obtaining the consent of the Purchaser, to assign, transfer or otherwise dispose of any or all of its rights or obligations under this Contract to a Related Body Corporate of Komatsu or to any other entity which is financially sound and capable of performing all of the obligations of Komatsu under this Contract by giving notice of such assignment, transfer or disposal to the Purchaser.

Cancellation

14.3 An order may not be cancelled. Komatsu is entitled to insist on completion of the Contract or at its sole discretion elect to charge the Purchaser Komatsu's direct and indirect costs and expenses in connection with the cancellation (including without limitation, works required on the Goods and the transport and holding of Goods or standby of personnel until such time as the Goods are re-sold, any demobilisation costs, third party costs for attachments, foreign exchange variances) plus indirect costs, loss of profit and any administration or other costs, expenses or fees incurred by Komatsu whatsoever, as reasonably determined by Komatsu ("Cancellation Costs") and as a condition of consent to any order cancellation. Komatsu may, at its sole discretion, apply any Cancellation Costs against any credit account for parts and services sales provided by Komatsu to the Purchaser or its Related Body Corporate.

Description of Goods or Services

14.4 The description of the Goods and/or Services is given for identification only and does not create a Contract of sale by description.

14.5 All photographs, brochures, weights, illustrations, dimensions or other particulars as to the Goods and/or Services are indicative only. Komatsu has no liability to the Purchaser for any deviations or inaccuracy in such documentation.

14.6 Any representation, promise, statement or description or other information of whatever nature not included in the Contract documentation or made in writing by an authorised company representative of Komatsu is expressly excluded. The Purchaser relies solely upon its own inspection skill and judgment. No Equipment will be recommended by Komatsu for use in any specific application without supply by Komatsu of a formal applications study.

Electronic Data Retrieval

14.7 The Purchaser grants to Komatsu and its personnel, a non-exclusive and irrevocable licence to enter premises and to access the Equipment (including remotely by electronic means), at no cost to Komatsu, to enable Komatsu to perform data retrieval functions for the purpose of monitoring component life, service intervals or machine availability of the Equipment.

14.7.1 Physical access to the Equipment will be scheduled wherever possible to minimise disruption to the Purchaser's operations.

Severability

14.8 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Waiver

14.9 The fact that either party fails to do, or delays in doing, something it is entitled to do under the Contract of sale, does not amount to a waiver of its right to do it. Any waiver must be in writing. A written waiver by Komatsu is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

GST

14.10 If GST is imposed on any supply made in accordance with these conditions, the recipient must pay an additional amount equal to the GST payable in connection with that supply promptly following receipt of a tax invoice. Expressions used in this condition which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used herein.

Governing law

14.11 The Contract of sale is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the New South Wales courts in respect of all matters relating to the Contract.

KOMATSU

GD555-5

HORSEPOWER

Gross: 146kW 196 HP @ 2000 rpm

Net: 144kW 193 HP @ 2000 rpm

OPERATING WEIGHT

18120 kg 39947 lb

BLADE LENGTH

3.71 m 12 ft

GD655-5

HORSEPOWER

Gross: 165kW 221 HP @ 2100 rpm

Net: 163kW 218 HP @ 2100 rpm

OPERATING WEIGHT

18520 kg 40744 lb

BLADE LENGTH

4.32 m 14 ft

GD555-5 & GD655-5

Australian and New Zealand Version

ecot3

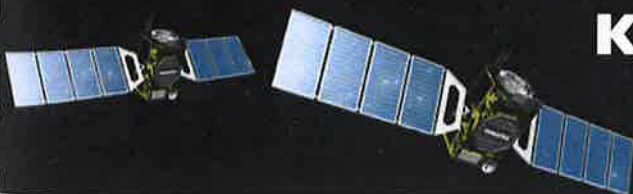
GD

555-5 & 655-5

MOTOR GRADER



Photo may include optional equipment



KOMTRAX



WALK-AROUND

Komatsu "Dantotsu" Feature (Unique & Unrivalled) Dual Mode Transmission with NON Stall Function

- » Operator Can Select
- » Torque Convertor Drive Mode
- » Direct Drive Mode

Fuel Economy

Dual Mode Power/Fuel Consumption

- » Operator Can Select
- » Power Mode
- » Economy Mode

"Save Money"

Excessive Idle Shut Down (Programmable)

- » Decrease wasteful Idle Time
- » Reduce Fuel Consumption
- » Increased Uptime
- » Increased Time Between Services

Excellent Operator Environment

- » Exceptional visibility by Hexangular cabin with Front Y Shaped Pillar
- » Heavy Duty High Performance Air Conditioning System
- » Low Operating Noise (Internal External)
- » Top of the Range Air Suspension Seat
- » Large Lunch Box Storage Area

KOMTRAX

Komatsu Satellite
Monitoring System.

- » Komatsu Blade
- » Suspension System

which allows excellent vision
Blade Lift Cylinder Accumulators
(Standard fitment)

Steering Cylinder Guards
(Standard fitment)

Topcon 2D System Five Cross Slope

Standard Fitment Australian Only / by Quotation NZ

Economically Expanded to "3D Hire Ready or Full 3D"

Note: 1 Topcon 2D system can be removed from quoted price

Note 2: Trimble or Leica Systems can be installed in Lieu of Topcon at customer request.



Excellent Performance

- » *Environment friendly Komatsu SAAD6D107E-1 engine complies with EPA Tier3. EU stage 3A Emission. See page 4.*
- » *Smooth operation without the engine stalling at low speed and maximise productivity. See page 5.*
- » *Excellent blade controllability with multifunctional control valves with float and PCV (Pilot Check Valve). See page 6.*
- » *Aggressive moldboard angles are possible with a long wheel base. See page 6.*

Steel Tropical Roof Kit with Rear Visor

Australian Market only

Roof Mounted LED Beacons with Guards**Turbo II Pre-Cleaner**
(Standard Fitment)**Full under guard protection****"Power On Demand"****Industry Leading**

- » *Komatsu Hydramind Hydraulic System Hi Power - Low RPM.*
- » *Komatsu Dual Mode - Torque converter & Direct Drive Modes.*

GD555-5**HORSEPOWER****Gross: 146kW**

196 HP @ 2000 rpm

Net: 144kW

193 HP @ 2000 rpm

OPERATING WEIGHT**18120 kg 39947 lb****BLADE LENGTH****3.71 m 12 ft****GD655-5****HORSEPOWER****Gross: 165kW**

221 HP @ 2100 rpm

Net: 163kW

218 HP @ 2100 rpm

OPERATING WEIGHT**18520 kg 40744 lb****BLADE LENGTH****4.32 m 14 ft****Easy Serviceability**

- » *Easy radiator cleaning with (Hydraulic Reversing Fan) See page 7.*
- » *Hydraulic Driven Air Compressor with Reservoir (air on demand) See page 7.*
- » *Easy Re-Fuelling from (Ground level) See page 7.*



Photo may include optional equipment.

ECOLOGY FEATURES

Komatsu Technology

Komatsu develops and produces all major components, such as engines, electronics and hydraulic components in house.

Since all components can be matched, efficiencies are increased achieving high levels of productivity and ecology. With this "Komatsu Technology", and through customer feedback, Komatsu is achieving great advancements in technology.

The result is a new generation of high performance and environment friendly machines.

High Performance SAA6D107E-1 Komatsu Engine

Electronic heavy duty common rail fuel injection system provides optimum combustion of fuel. This system also provides fast throttle response to match the machine's powerful tractive effort and productivity.

GD555-5 NET: 144kW 193HP
GD655-5 NET: 163kW 218HP



Low Emission Engine

This engine is EPA Tier 3 emission regulation and EU Stage 3A emission regulation certified, without sacrificing power or machine productivity.

Hydraulic Driven and Reversing Cooling Fan

Reduce power loss in case of low temperature and reduce engine noise.

Outstanding Fuel Economy

A significant reduction in fuel consumption is achieved by the control of the engine speed.

2 Mode 3 Stage VHPC

The system allows selection of the appropriate mode between two modes <P mode> or <E mode> according to each working condition. The mode is easily selected with a switch in the operator's cab.

» **P Mode** Greater productivity can be attained by taking full advantage of high output power. It is appropriate for job sites where the motor grader meets high resistance.

» **E Mode** This mode is selected for maximum economy and lighter work applications. This feature provides the appropriate power and better fuel consumption.

GD655-5

	P		E	
	AUTO	MANUAL	AUTO	MANUAL
F1	134 (180)	134 (180)	108 (145)	108 (145)
F2				
F3				
F4	149 (200)	149 (200)	134 (180)	134 (180)
F5				
F6				
F7	163 (218)	163 (218)	149 (203)	149 (203)
F8				
R1	134 (180)	134 (180)	108 (145)	108 (145)
R2				
R3	149 (200)	149 (200)	134 (180)	134 (180)
R4				

GD555-5

	P		E	
	AUTO	MANUAL	AUTO	MANUAL
F1	118 (158)	118 (158)	104 (140)	104 (140)
F2				
F3				
F4	131 (176)	131 (176)	118 (158)	118 (158)
F5				
F6				
F7	144 (193)	144 (193)	131 (176)	131 (176)
F8				
R1	118 (158)	118 (158)	104 (140)	104 (140)
R2				
R3	131 (176)	131 (176)	118 (158)	118 (158)
R4				



Converter Drive: Designed to Provide Power and Performance

Komatsu Power Shift Transmission

Is designed and built specifically for Komatsu graders. The transmission provides on-the-go, full power shifting as well as inching capability and automatic shifting in the higher ranges.

Lock-up Torque Converter (Auto Mode)

Or direct drive (manual mode), the operator chooses the optimum transmission set-up for the job at hand. If power for tough grading or low speed fine control is required, the operator can select the auto mode. With the torque converter, the operator has tremendous tractive effort and control.

More importantly, you can achieve fine control at low speed without shifting or using an inching pedal. Auto mode is available in gears 1-8. If high transport speed or high speed for snow removal is needed, the operator can select manual drive. The operator has the best of both worlds.

Gear Selections

Eight forward speeds and four reverse speeds give the operator a wide operating range. With four gears when in auto mode, shifting is automatic in speeds five through eight. The operator sets the maximum gear for operation and the transmission then shifts automatically between gears four through eight up to the operator selected maximum gear.

Electronic Overspeed Protection

Helps prevent engine and transmission damage from premature downshifting and grade-induced overspeeding.

Electronic Transmission Control

Produces smooth shifting, which enables the operator to maintain a uniform grading surface if shifting is required. Smooth shifts also extend the life of the transmission clutches. A single lever controls direction, speed and parking brake.

Low Effort Inching Pedal

Gives the operator precise control of machine movement.



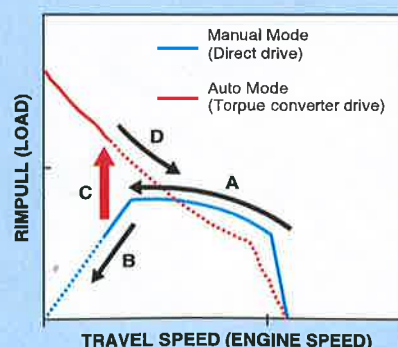
		Position of gear shift lever												
		F-1	F-2	F-3	F-4	F-5	F-6	F-7	F-8	R-1	R-2	R-3	R-4	
AUTO MODE	Gear speed	F-1	○								R-1	○		
		F-2		○							R-2		○	
		F-3			○						R-3			○
		F-4				○		○	○		R-4			
		F-5					○	○	○	○				
		F-6						○	○	○				
		F-7							○	○				
		F-8								○				○
MANUAL MODE		●	●	●	●	●	●	●	●	●				

- : In lockup state (torque converter is not in use)
- : In torque converter state
- ◎ : As the machine speed increases, torque converter state changes to lockup state.
- | : Automatic gear shift

Superior Transmission with a New Function

Combination of a manual mode and auto mode is very effective for avoiding engine stalling which leads to low speed smooth operation.

No engine stalling when in manual mode due to the 'Non Stall Function'.



- A If the load increases, the engine speed will down
- B If the load increases further, the engine may stall
- C Just before the engine stall, it automatically changes to auto mode (with torque converter) to avoid stalling
- D When the load decreases and travel speed has recovered, it automatically returns to manual mode

ADVANCED CONTROL FEATURES

Power on Demand

Normally, the variable displacement pump idles at low output. When it senses a load requirement, the pump slides quick flow and pressure to match the demand. The result is less hydraulic system heat, quick response and lower fuel consumption. The bottom line is greater efficiency.

Implement Control Valves

Designed and built by Komatsu specifically for motor graders. The valves are direct acting and provide outstanding operator "feel" and predictable system response to precise implement control. To help maintain exact blade settings, lock valves are built into the hydraulic circuits. Relief valves are also incorporated into selected circuits to protect the cylinders from over-pressurisation.

Low Operating Effort

Implement controls are designed to reduce operator fatigue. They feature short lever throws and effort in both directions. Properly spaced control levers and short lever throws allow the operator to use multiple controls with one hand.

Balanced Flow

When the operator uses several controls at the same time, flow is proportional to ensure several implements can operate simultaneously.

Constant Implement Speed

Implement speed is constant regardless of engine speed because of the large pump output and proportional flow control function.



Blade Angle

A long wheel base allows the operator to obtain an aggressive moldboard angle. This large blade angle permits material to roll more freely along the blade, which reduces power requirements. This is particularly helpful in dry soil or clay or for snow and ice removal.

Rugged Construction

A one-piece forged circle is built to stand up to high stress loads. To reduce wear, teeth are induction hardened in the front 180 deg. of the circle. For maximum support, the circle is secured to the drawbar by six support shoes.

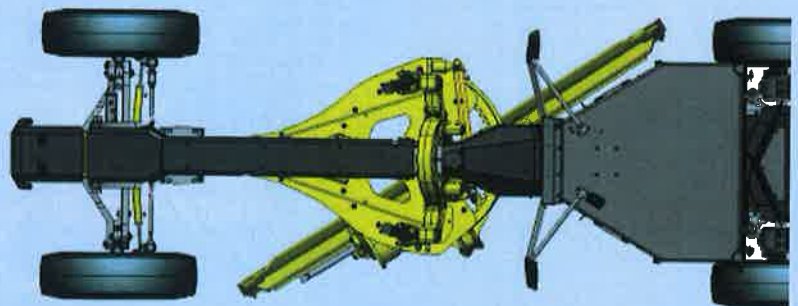
Blade Protection System

Standard Fitment

Blade Lift Accumulators absorb shocks when the moldboard contacts immovable objects. This is especially useful in rough grading and rocky areas. It allows precise control while allowing relief from vertical impact loads. This option is most useful in applications where hidden objects are frequently encountered.

Versatile Moldboard Geometry

Komatsu graders feature a versatile moldboard geometry. Save time and money when pulling ditches by throwing the window to the right, not into the roadway, without narrowing the road bed. It's made possible by Komatsu's extraordinary reach and aggressive blade angle. Ample clearance between the heel of the blade and main frame, even with the toe sharply angled down.



Superior Serviceability

Easy Access to Service Areas

- » Large hinged lockable doors are standard and provide easy access to the engine and radiator service points. Spin-on filters can be changed quickly.
- » The fuse panel is located in the cab. Circuits and fuse sizes are clearly identified.
- » The tandem oil check point is conveniently located at the end of the tandem.
- » The service meter is located in the electronic monitoring system.
- » Refuelling from the ground is easy.
- » Engine oil, hydraulic oil and coolant drains are eco friendly positioned with excellent accessibility.

Easy Radiator Cleaning with Reversing Fan

Dust stuck to the radiator and cooler fins is blown off with reversal of the hydraulic drive fan.

Power Train Components

With a modular design, you can remove the engine, transmission or final drives independently for quick service.

Character Display is Easy to See

During normal operation, the service meter/odometer is displayed in this area. If abnormality or machine overload occurs, or if machine maintenance and inspection are required, action codes appear on the display to allow the operator to take appropriate action.

Adjustment-free Oil Disc Brakes

Komatsu designs and builds multiple-disc brakes that are completely sealed and adjustment-free. The brakes are immersed in oil, and are hydraulically actuated. A fully hydraulic brake system eliminates problems associated with air systems. The large braking surface provides dependable braking capability and increased life before a rebuild is required.

Environment Friendly

The engine and transmission are rubber-mounted to transmit less engine noise and vibration to the operator and extend component life. A lead-free aluminium core is used for the radiator to comply with global environmental requirements.

Easy radiator cleaning with reverse fan



Tandem tool box - standard equipment



Spin - on transmission filter



Lockable- ground level refuelling.



Console with central warning lamp. Internal monitoring system with error codes appearing in the display screen.



Auto Return to Center



WORKING ENVIRONMENT

Topcon System 5 - 2D Cross Slope (Standard Fit Australia)



Can Be Economically Expanded to 3D Hire
Ready -3D Full System



Topcon System Five Monitor

Topcon Mainfall Sensor



Topcon Smart Knobs



Topcon Rotation Sensor



Topcon Cross Slope Sensor

Articulation Automatic Return to Center



"Increased Operator Performance & Ease of Operation"

» Articulation Auto Return to Center

Excessive Idle Shut Down



"Save Money"

- » Excessive Idle Shutdown
- » Programmable
- » Decrease Wasteful Idle Time
- » Reduce Fuel Consumption
- » Increased Uptime
- » Increased Time between Services

SPECIFICATIONS

GD555-5



ENGINE

Model	KOMATSU SAA6D107E-1
Type	Water-cooled, 4 cycle, direct injection
Aspiration	Turbocharged and air to air aftercooled
Number of cylinders	6
Bore	107 mm
Stroke	124 mm
Piston displacement	6.69 ltr
Gross horsepower (Manual mode)	
P-mode	
Gear 1-3	120 kW 161 HP@2000 rpm
Gear 4-6	134 kW 179 HP@2000 rpm
Gear 7-8	146 kW 196 HP@2000 rpm
E-mode	
Gear 1-3	107 kW 143 HP@2000 rpm
Gear 4-6	120 kW 161 HP@2000 rpm
Gear 7-8	134 kW 179 HP@2000 rpm
Net flywheel horsepower* (Manual mode)	
P-mode	
Gear 1-3	118 kW 158 HP@2000 rpm
Gear 4-6	131 kW 176 HP@2000 rpm
Gear 7-8	144 kW 193 HP@2000 rpm
E-mode	
Gear 1-3	104 kW 140 HP@2000 rpm
Gear 4-6	118 kW 158 HP@2000 rpm
Gear 7-8	131 kW 176 HP@2000 rpm
Max. torque	880 Nm 89.8 kg.m 649 lb.ft@1450 rpm
Torque rise	29%
Fan speed	Max. 1500 rpm
Air cleaner	2-stage, dry-type
Electrical	24 volt with 90 amp alternator
Battery	2, low maintenance plus, 12 volt, 1146 cca

* Net flywheel HP output for standard (SAE J1349) including air cleaner, alternator (not charging), water pump, lubricating oil, fuel pump, muffler and fan running at minimum speed.



TRANSMISSION & TORQUE CONVERTER

Full power shift transmission with integral free wheeling stator torque converter and lock-up.

Speeds (at rated engine speed)

Gear	Forward	Reverse
1st	3.4 km/h 2.1 mph	4.5 km/h 2.8 mph
2nd	5.0 km/h 3.1 mph	9.2 km/h 5.7 mph
3rd	7.0 km/h 4.3 mph	20.3 km/h 12.6 mph
4th	10.2 km/h 6.3 mph	40.3 km/h 25.0 mph
5th	15.4 km/h 9.6 mph	
6th	22.3 km/h 13.9 mph	
7th	30.6 km/h 19.0 mph	
8th	44.3 km/h 27.5 mph	



TANDEM DRIVE

Oscillating welded box section	520 mm x 202 mm
Side wall thickness: Inner	22 mm
Outer	19 mm
Wheel axle spacing	1525 mm
Tandem oscillation	11° forward, 13° reverse



FRONT AXLE

Type	Solid bar construction welded steel sections
Ground clearance at pivot	620 mm
Wheel lean angle, right or left	20°
Oscillation, total	32°



REAR AXLE

Alloy steel, heat treated, full floating axle with lock/unlock differential.



WHEELS, FRONT & REAR

Bearings	Tapered roller
Tyres	14.00 - 24 radial
Tyre rims (dismountable)	10" three piece rims



STEERING

Hydraulic power steering providing stopped engine steering complies with SAE J53.

Minimum turning radius	7.3 m
Maximum steering range, right or left	49°
Articulation	25°



BRAKES

Service brake Foot operated, oil disc brakes, hydraulically actuated on four tandem wheels, **13691 cm²** 2122 in² total braking surface

Parking brake Manually actuated, spring applied, hydraulically released caliper with transmission interlock



FRAME

Front Frame Structure - Height	300 mm
Front Frame Structure - Width	300 mm
Front Frame Structure - Thickness	14 mm

SPECIFICATIONS

GD655-5



ENGINE

Model	KOMATSU SAA6D107E-1
Type	Water-cooled, 4 cycle, direct injection
Aspiration	Turbocharged and air to air aftercooled
Number of cylinders	6
Bore	107 mm 4.21"
Stroke	124 mm 4.88"
Piston displacement	6.69 ltr 408 in ³
Gross horsepower (Manual mode)	
P-mode	
Gear 1-3	136 kW 183 HP@2000 rpm
Gear 4-6	151 kW 203 HP@2000 rpm
Gear 7-8	165 kW 221 HP@2100 rpm
E-mode	
Gear 1-3	110 kW 143 HP@2000 rpm
Gear 4-6	136 kW 183 HP@2000 rpm
Gear 7-8	151 kW 203 HP@2000 rpm
Net flywheel horsepower* (Manual mode)	
P-mode	
Gear 1-3	134 kW 180 HP@2000 rpm
Gear 4-6	149 kW 200 HP@2000 rpm
Gear 7-8	163 kW 218 HP@2100 rpm
E-mode	
Gear 1-3	108 kW 145 HP@2000 rpm
Gear 4-6	134 kW 180 HP@2000 rpm
Gear 7-8	149 kW 203 HP@2000 rpm
Max. torque	941 Nm 69.0 kg.m 694 lb.ft@1450 rpm
Torque rise	31%
Fan speed	Max. 1500 rpm
Air cleaner	2-stage, dry-type
Electrical	24 volt with 90 amp alternator
Battery	2, low maintenance plus, 12 volt, 1146 cca

* Net flywheel HP output for standard (SAE J1349) including air cleaner, alternator (not charging), water pump, lubricating oil, fuel pump, muffler and fan running at minimum speed.



TRANSMISSION & TORQUE CONVERTER

Full power shift transmission with integral free wheeling stator torque converter and lock-up.

Speeds (at rated engine speed)

Gear	Forward	Reverse
1st	3.4 km/h 2.1 mph	4.5 km/h 2.8 mph
2nd	5.0 km/h 3.1 mph	9.2 km/h 5.7 mph
3rd	7.0 km/h 4.3 mph	20.3 km/h 12.6 mph
4th	10.2 km/h 6.3 mph	40.3 km/h 25.0 mph
5th	15.4 km/h 9.6 mph	
6th	22.3 km/h 13.9 mph	
7th	30.6 km/h 19.0 mph	
8th	44.3 km/h 27.5 mph	



TANDEM DRIVE

Oscillating welded box section	520 mm x 202 mm
Side wall thickness: Inner	22 mm
Outer	19 mm
Wheel axle spacing	1525 mm
Tandem oscillation	11° forward, 13° reverse



FRONT AXLE

Type Solid bar construction welded steel sections	
Ground clearance at pivot	620 mm
Wheel lean angle, right or left	20°
Oscillation, total	32°



REAR AXLE

Alloy steel, heat treated, full floating axle with lock/unlock differential.



WHEELS, FRONT & REAR

Bearings	Tapered roller
Tyres	17.5 - 25 radial
Tyre rims (demountable)	14" three piece rims



STEERING

Hydraulic power steering providing stopped engine steering complies with SAE J53.

Minimum turning radius	7.4 m
Maximum steering range, right or left	49°
Articulation	25°



BRAKES

Service brake Foot operated, oil disc brakes, hydraulically actuated on four tandem wheels, 13691 cm² 2122 in² total braking surface
 Parking brake Manually actuated, spring applied, hydraulically released caliper with transmission interlock



FRAME

Front Frame Structure - Height	300 mm
Front Frame Structure - Width	300 mm
Front Frame Structure - Thickness	14 mm

**DRAWBAR**

A-shaped, u-section press formed and welded construction for maximum strength with a replaceable drawbar ball.

Drawbar frame **210 x 25 mm**

**CIRCLE**

Single piece rolled ring forging. Six circle support shoes with replaceable wear surface. Circle teeth hardened on front 180° of circle.

Diameter (outside) **1530 mm**

Circle reversing control hydraulic rotation 360°

**MOLDBOARD**

Hydraulic power shift fabricated from high carbon steel. Includes replaceable metal inserts, cutting edge and end bits. Cutting edge and end bits are hardened.

GD555-5 Dimensions **3710 x 645 x 22 mm** 12'2" x 2'1" x 0.75"

GD655-5 Dimensions **4320 x 645 x 25 mm** 14'2" x 2'1" x 0.98"

Arc radius **329 mm**

Cutting Edge **152 x 16 mm** 6" x 0.63"

**BLADE RANGE**

Circle center shift:

Right **590 mm**

Left **550 mm**

Moldboard side shift:

Right **820 mm**

Left **820 mm**

Maximum shoulder reach outside rear tyres (frame straight):

Right **2000 mm**

Left **2000 mm**

Maximum lift above ground **480 mm**

Maximum cutting depth **615 mm**

Maximum blade angle, right or left **90°**

Blade tip angle **40° forward, 5° backward**

**HYDRAULICS**

Load-sensing closed center hydraulics with variable displacement piston pump. Short stroke/low effort direct acting control valves with preselected maximum flow setting to each function. Double acting anti-drift check valves on blade lift, tip, circle shift, articulation and leaning wheels.

Output **200 ltr/min** 52.8 U.S.gal/min@ 2000 rpm

Standby pressure **3.4 MPa** 35 kg/cm² 500 psi

Maximum system pressure **20.6 MPa** 210 kg/cm² 3,000 psi

**INSTRUMENT**

Electronic monitoring system with diagnostics:

Gauges:

Articulation, engine coolant temperature, fuel level, speed meter, T/M shift indicator, engine tachometer, torque converter oil temperature.

Warning lights/indicator:

Battery charge, brake oil pressure, blade float, brake oil pressure, inching temperature, directional indicator, engine oil pressure, hydraulic oil temperature, heater signal, lift arm lock, parking brake, differential lock, torque converter oil temperature, eco, P mode, fan reverse, rpm set, high beam, working lights

**CAPACITIES (refilling)**

Fuel tank **416 ltr**

Cooling system **24.9 ltr**

Crank case **23.1 ltr**

Transmission **45 ltr**

Final Drive **17 ltr**

Tandem Housing (each) **57 ltr**

Hydraulic system **69 ltr**

Circle reverse housing **7 ltr**

**OPERATING WEIGHT (approx)**

GD555-5 Includes lubricants, coolant, full fuel tank

(Including Standard Equipment) Total **18,120 kg**

On rear wheels **12,680 kg**

On front wheels **5,440 kg**

GD555-5 Blade Down pressure **8,768 kg**

GD555-5 Blade pull **11,412 kg**

14.00 x 24 Tyres & Rims / 3.71m Blade

GD655-5 Includes lubricants, coolant, full fuel tank

(Including Standard Equipment) Total **18,520 kg**

On rear wheels **13,150 kg**

On front wheels **5,371 kg**

GD655-5 Blade Down pressure **8,920 kg**

GD655-5 Blade pull **11,835 kg**

17.5 x 25 Tyres & Rims / 4.32m Blade

**RIPPER**

Ripper Penetration Force – fitted with standard equipment

GD655 **9,202 kgf** (90.0 kN)

GD555 **8,785 kgf** (85.8 kN)

Ripper Pry Out Force – fitted with standard equipment

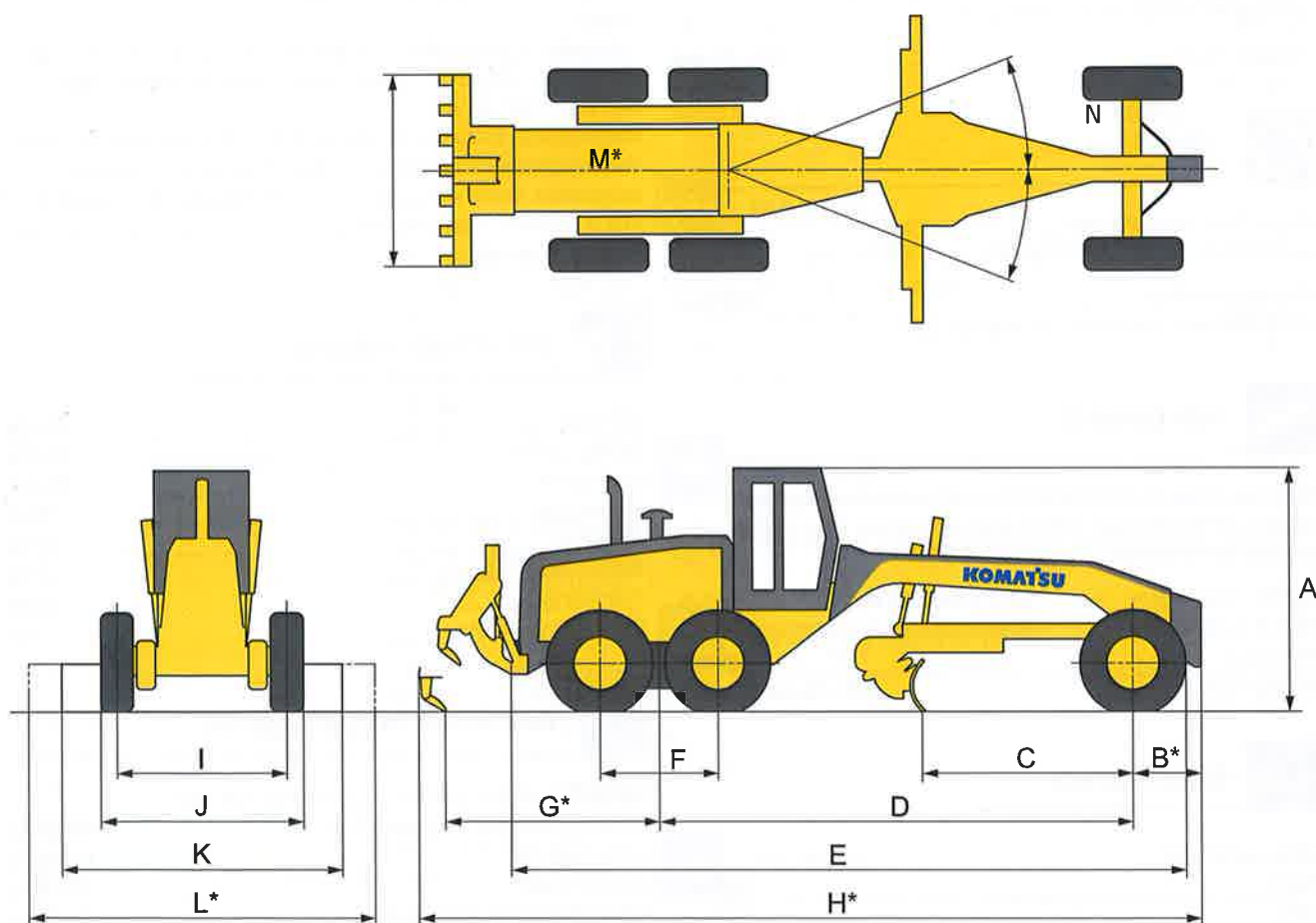
GD655 **13,020 kgf** (127.6 kN)

GD555 **13,020 kgf** (127.6 kN)

SPECIFICATIONS



DIMENSIONS



Dimensions		GD555-5	GD655-5
A	Height: Low profile cab:	3200 mm	3200 mm
B	Center of front axle to counterweight (Pusher)	927 mm	927 mm
C	Center edge to center of front axle	2380 mm	2580 mm
D	Wheel base to center of tandem	6270 mm	6480 mm
E	Front tyre to rear bumper	8995 mm	9205 mm
F	Tandem wheelbase	1524 mm	1524 mm
G*	Center of tandem to back of ripper	2780 mm	2780 mm
H*	Overall length	10365 mm	10575 mm
I	Track gauge	2060 mm	2165 mm
J	Width of tyres	2490 mm	2600 mm
K	Width of moldboard (standard)	3710 mm	4320 mm
L*	Width of moldboard (optional)	4320 mm	3710 mm
M*	Ripper beam width	2305 mm	2305 mm
N	Articulation, left or right	25 °	
	Clearance	390 mm	390 mm



STANDARD EQUIPMENT

Engine And Related Item

- » Engine: Komatsu SAA6D107E-1, EPA Tier-3 Certified
- » Turbocharged and Air Aftercooled, Standard VHP
- » GD555-5 144kW - Net kw
- » GD655-5 163kW - Net kw
- » Double Element Air Cleaner And Dust Indicator
- » Air Intake Extension
- » Pre-Cleaner, Turbo II
- » Fuel Line Pre-Filter
- » Hood-Sides For Engine Compartment

Electrical Systems

- » Alternator, 90 Amp, 24 V
- » Reverse Alarm
- » Battery, Extreme Duty, 1146 Cca Each
- » Dome Light Cab
- » Horn, Electric
- » Lights: Back-Up, Stop, Tail, Directional, Front Bar Mounted
- » Work Lamps: Front (4), Rear (2)
- » Cab Mount Work Lamps (4)
- » Warning Light, LED Amber Beacons Guarded (2) Roof Mounted
- » Speedometer
- » Indicators: Parking Brake, Differential Lock, Blade Float, Lift Arm Lock, High Beam, Eco, Engine P Mode, Cooling Fan Reverse, Rpm Set, Engine Oil Pressure, Battery Charge, Brake Oil Pressure, Differential Oil Temperature
- » Rear Mounting Reversing Camera with Colour Monitor

Operator Environment

- » Cab: Low Profile Enclosed with Insent ROPS/FOPS ISO 3471/ISO 3449
- » Safety Tinted Glass Windows
- » Tropical Roof Kit for High Ambient Extreme Conditions
- » Heavy Duty- High Ambient Air Conditioner (R134a)
- » Articulation Auto Return to Center
- » Console, Adjustable With Instrumental Panel Monitoring System
- » Mirrors: Interior Cab, Right And Left Exterior Mirrors
- » Seat, Air Suspension (150kg Capacity) Deluxe Adjustable Cloth with Retractable Seat Belt with Heavy Duty Komatsu Seat Cover
- » Sound Suppression, Cab And Floor Mat
- » Wipers, Front, Doors And Rear
- » 12V (10A) Power Port Including 24V Power Port
- » Turbo Timer

Power Train

- » Dual Mode Transmission (8F-4R) Power Shift, Direct Drive And Torque Converter With Auto Shift and Non-Stall Function
- » Axle, Rear Full Floating, Planetary Type
- » Service Brakes, Fully Hydraulic Wet Disc
- » Brake, Parking, Spring Applied, Hydraulic Release, Disc Type
- » Differential, Lock/Unlock

Work Equipment And Hydraulics

- » Circle, Drawbar Mounted, 360° Rotation Hydraulic Blade Lift And Circle Side Shift
- » Circle Slip Clutch
- » Hydraulic System, Closed Center, Load Sensing
- » Accumulators, Anti-Shock For Blade Lift
- » Moldboard: 3710 mm x 645 mm x 22 mm
- » Moldboard: 4320 mm x 645 mm x 25 mm
- » Hydraulic Blade Side Shift And Hydraulic Tilt With Anti-Drift Check Valves. Maximum Moldboard Angle Position 90° Right And Left.
- » Steering, Full Hydraulic With Tilt Steering Wheel Plus Leaning Front Wheels And Frame Articulation W/Anti-Drift Check Valves
- » 10 Section Hydraulic Control Valve
- » Blade Lift Float Detent Style, Lh And Rh
- » Ripper, Assembly, Rear Mounted
- » Ripper Shanks And Points (3)
- » Scarifier, Shanks And Points (9)

Other Standard Equipment

- » **Integrated Topcon 2D Cross Slope (Australia Only)**
- » Easily – Economically expanded to 3D Hire Ready or Full 3D System
- » Painting, Komatsu Standard Colour Scheme
- » Steps And Handrails, Rear, Right And Left Side
- » Vandalism Protection Includes Lockable Access To Fuel Tank, Battery Cover, And Engine Side Covers
- » Tool Box With Lock On Tandem
- » Fuel Tank, Ground Level Access
- » Battery Disconnect Switch
- » Push Plate
- » Komtrax Step 2.5 Total Fleet Management Tool
- » Multi Media Radio Flush mounted into console with Blue Tooth, SD, & USB, SD & USB for charging Phone
- » Hydraulic Driven Air Compressor With Tank
- » Tyres: 14.00 x 24 Radial On 3 Piece 10" Rim
- » Tyres: 17.5 x R25 Radial On 3 Piece 13" Rim
- » Front Steering, Cylinder Guards
- » Large Tool Box In 'Y' Frame

SPECIFICATIONS



OPTIONAL EQUIPMENT

Blades

- » Moldboard: 4320 mm x 645 mm x 25 mm 14'2" x 2'1" x 0.98
- » Moldboard: 3710 mm x 645 mm x 22 mm 14'2" x 2'1" x 0.86
- » Moldboard Overlays
- » Spare Cutting Edge Carrier
- » Front Blade Lift or Lift & Tilt

Tyres & Rims

- » Tyres: 17.5-25 Radial on 3 Piece 14" Rims (Width 2,600 Mm; Add 100 Kg for 6 Tyres and Rims)
- » Tyres: 14.00-24 Radial on 3 Piece 10" Rims (Width 2,490 Mm; Deduct 100 Kg for 6 Tyres and Rims)

Spare Tyres & Rims

- » Spare Tyre Carrier Center Rear – Electric Winch
- » Spare Tyre Carrier Side Mount Rear – Hydraulic Raise Lower

Machine Control Options

GD555-5 & GD655-5 can be fitted with Trimble or Leica Systems in lieu of Topcon.

Request quotation from your Sales Account Manager.

Cabin

- » Hinged Rear-view Side Mirrors
- » Rear Window Internal Roll Up Blind
- » Cabin Pressuriser for Severe Applications»
- » Cabin External Air Conditioning Filtration for Severe Applications»
- » Engel Fridge 14 Litre with mounting frame

Others

- » Tow Hitch Various Options
- » Grass Seed Kit for Severe Applications
- » Auto Lube Systems various Options
- » Lighting Package Protection
- » Over Dimension Signage
- » Hand Wash Dispenser

KOMTRAX

Why you need Komtrax

In today's fast changing environment information is key and the status and location of your equipment is paramount to successfully delivering on-time and on-budget. Komtrax gathers the information you need to manage your business easily and cost effectively.

Using the new Komtrax system you can track your equipment in the field and maximise output through increased efficiencies and just-in-time maintenance.

Komatsu has introduced Komtrax – the technologically advanced satellite equipment monitoring system to provide you with the following key features:

FLEET MANAGEMENT

Improve your fleet utilisation

MACHINE LOCATION

Know exactly where your machine is

WORK MONITORING

Know what your machine is doing

SECURITY

Know if your machine is safe

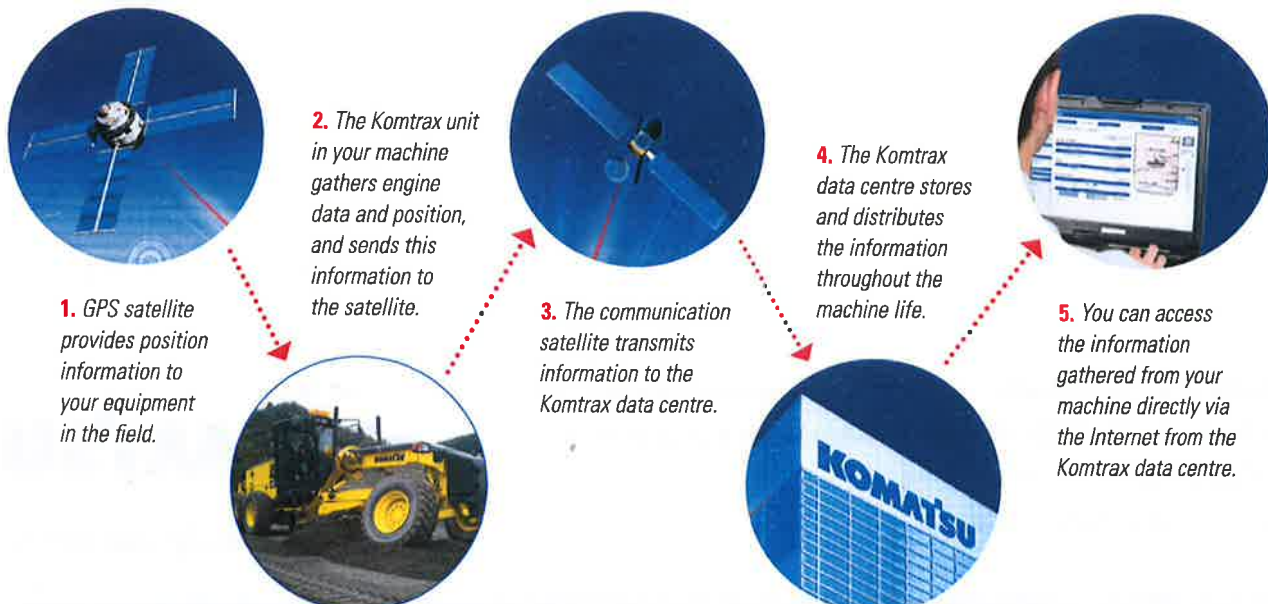
How does Komtrax work?

Komtrax is a system which allows you to view all the information about your Komatsu equipment directly on your computer.

This information is downloaded via satellite and you can view what the operator sees on his monitor panel and the type of work the machine is doing.

The Komtrax information format is universal and allows you to see your complete Komtrax equipped fleet on one system.

Komtrax can be easily accessed through a generic web browser.



3. RESPONDENT'S OFFER

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN OFFER FORM

The Chief Executive Officer
Shire of Narembeem
1 Longhurst St, Narembeem WA 6369

I/We. KOMATSU AUSTRALIA PTY LTD (BLOCK LETTERS)
of 94 SHEFFIELD ROAD, WELSHPOOL WA 6106 (ADDRESS)
ABN/GST Status: 71 143 476 626 ACN (if any): 143 476 626
Telephone No: 08 9351 0555 Fax No:
E-mail: smaffescioni@komatsu.com.au

In response to RFT 02/2019 – SUPPLY AND DELIVERY OF ONE(1) NEW MODEL MOTOR GRADER on the basis of trade in of one (1) used 2010 770G John Deere Motor Grader and/or Outright Supply and Delivery of new Unit. Note please state pricing option offered for absolute and final pricing and trade in unit pricing:

The quoted price is valid up to three (3) months from the date of the Request closing unless extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this response irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.

Dated this 2TH day of SEPTEMBER 2019

Signature of authorised signatory of Respondent: 

Name of authorised signatory (BLOCK LETTERS): STEVE MAFFESCIONI

Position: BUSINESS DEVELOPMENT MANAGER

Address: 94 SHEFFIELD ROAD, WELSHPOOL WA 6106

Witness Signature: 

Name of witness: (BLOCK LETTERS): LINDSAY NELLIGAN

Address: 94 SHEFFIELD ROAD, WELSHPOOL WA 6106

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

PRICE INFORMATION

Respondents **must** complete the following "Price Schedule".

3.1.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes /No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled " Discounts ".	"Discounts"	Tick if attached ☐

3.1.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes /No	
If No, please indicate your proposed price variation mechanism. Supply details and label it " Price Variation Mechanism ".	"Price Variation Mechanism"	Tick if attached ☐

3.1.3 PRICE SCHEDULE

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value	GD655-7	\$ 419,300	\$ 41,930	\$ 461,230

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee		\$ 100,000	\$ 10,000	\$ 110,000

PLEASE STATE NET PRICING AND STATE NET SUPPLY AND DELIVERY PRICING TO CONFIRM FINAL PRICING OFFERED FOR THE TENDERED UNIT.

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

SPECIAL CONDITIONS

4. CONTRACTOR SAFETY AGREEMENT

REQUIREMENTS FOR CONTRACTORS

Prior to the commencement of contracted works all contractors are required have regard to their roles and responsibilities while at the site. Online induction is available when requested by the Shire of Narembreen.

I, the contractor am aware of and will abide with the following:

- Have provided all applicable licenses and insurances (e.g. workers' compensation and public liability) are current and have been provided to the Shire of Narembreen.

List Insurance expiry dates and amounts insured for the following:

Worker's Compensation or Personal Accident Insurance:

Date 30/09/2019 \$ 50M

Common Law:

Date 30/09/2019 \$ 50M

Public Liability Insurance:

Date 01/04/2020 \$ 10M

Motor Vehicle/Machinery Insurance:

Date 30/09/2019 \$ 20M

(Please attach Certificates of Currency)

- I and my contractors or employees will contact the Shire of Narembreen and sign the in/out register (if available) held at the premises/site when they attend site.
- All access arrangements are to be made with the relevant person if available or by contacting on (08) 9064 7308.



KOMATSU AUSTRALIA PTY LTD
ABN 71 143 476 626
Western Australia

QUOTATION NUMBER: 5014424001
DATE: 23 September 2019

FORMAL QUOTATION

Shire of Narembeen

1 Longhurst St
Narembeen
WA 6369 AU
PHONE #: 08 9064 7308
FAX #:

GD655_7 MOTOR GRADER

WE THANK YOU FOR YOUR VALUED BUSINESS

CUSTOMER:

Shire of Narembeen
Chief Executive Officer
1 Longhurst St
NAREMBEEN WA 6369
AUSTRALIA

QUOTATION NUMBER:**DATE:****VALID TO:****CUSTOMER ID:****CUSTOMER REFERENCE:****KOMATSU REPRESENTATIVE:****PHONE/FAX:****EMAIL:**

5014424001
23 September 2019
23 November 2019
600031122

Steve Maffescioni
+61418476423/+61893562135
smaffescioni@komatsu.com.au

ITEM DESCRIPTION**PRICE****QUOTATION FOR 1(ONE) ONLY NEW KOMATSU
GD655_7 MOTOR GRADER****FITTED WITH THE FOLLOWING CONFIGURATION:****ENGINE & RELATED ITEMS:**

Engine, Komatsu SAA6D107E-3, 183HP (136kW) / 203HP (151kW) / 221HP
(165kW) variable horsepower, VHP

Water-cooled, after-cooled, turbocharged, emissionised, Final Tier 4
compliant direct injection diesel.

Air cleaner, double element, dry type with dust indicator and
warning lamp.

Pre-cleaner, Turbo II.

Cooling fan, hydraulic driven with reverse cleaning function with
overheat prevention function.

Excessive Idle Shutdown (programmable) with Turbo Timer Shut Down

Selectable working modes, Power and Economy, with economy operation
display lamp.

Engine overrun system.

Cooling cores, side by side type.

ELECTRICAL SYSTEM:

Alternator, 24V, 140 Ah.

Batteries, extreme duty x 2.

Starting motor, 24V, 5.5kW.

Battery isolation switch.

Audible warning devices, backup alarm and horn.

TRANSMISSION / DRIVE LINE:

Dual mode transmission (torque convertor / direct drive), with NON
stall function.

Full Length Transmission Underguard

Axle, rear full floating, planetary type.

Brakes, hydraulic actuated, adjustment free, multi disc type.

Cooling core, side by side type.

WHEELS:

Rims, front, 3 piece, 2 x 14.00 x 25 inch with valve protection;
tyres, 17.5 x 25 Michelin Radial - XTLA.

Rims, rear, 3 piece, 4 x 14.00 x 25 inch with valve protection;
tyres, 17.5 x 25 Michelin Radial - XTLA.

PROTECTORS, GUARDS AND COVERS:

Transmission guard, full length, single plane, 6mm.

Steering Cylinder Guards Std Fitment

HYDRAULICS:

Load-sensing Closed Centre with variable displacement piston pump.

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's

TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.

WE THANK YOU FOR YOUR VALUED BUSINESS

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ITEM DESCRIPTION	PRICE
Electronic Proportional Blade Controls (EPC) Fingertip Controls Blade Lift Cylinder Circuit Accumulators Std Fitment Blade float, left and right. Additional valve for other attachment installation.	
SPECIAL ARRANGEMENTS: Hard water area arrangement (corrosion resistor). Poor fuel arrangement (water separator).	
OPERATOR ENVIRONMENT: Cabin, large hexangular Y pillar, integrated ROPS, low profile, sound suppressed. Seat belt, 78mm, retractable. Seat, SEARS Air Suspension type, fabric, reclining with Komatsu Seat Cover Control console, adjustable, electronic type with central and individual warning lamps. LCD 7inch colour monitor TFT-LCD displays maintenance, operation, ECO guidance. Electronic Proportional Blade Controls (EPC) Fingertip Controls Articulation Auto Return to Center Palm Control or Steering Wheel Steering System Electronic Control Arm - Wrist Rests Throttle control, electric, automatic and manual function. High Ambient 50deg Heavy Duty Air Conditioner, with touch pad control. AM/FM Radio Communications Center with USB, SD, Bluetooth Floor mat level easy to clean Rearview mirror, cabin, centre mounted. Rear view mirror, outside cabin, left and right. Rear vision camera with colour monitor Interior dome light in cab. Windshield wiper / washer, front upper windshield. Windshield wiper / washer, left and right cabin doors. Rear window wiper / washer.	
OTHER STANDARD EQUIPMENT: Certified Front Tie Down Plate Assembly. Markings and caution plates Australia/NZ. Vandalism protection, lockable access to fuel cap, battery cover, engine side covers and doors. Ground level re-fuelling, integrated. Power outlet, additional in cab, 12v converter / power outlet. Differential, mechanical lock with planetary gear reduction. Circle slip clutch. Counterweight, front (push plate type). Working lights, front x 2, lower cabin mounted, 2 x forward frame mounted Flood lights, cab mounted x 4. Working lights, rear x 2. Bar mounted front head and directional lights. Rear brake and tail lights. Beacons 2 x LEDs type with guard, cabin roof mounted	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

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WE THANK YOU FOR YOUR VALUED BUSINESS**

ITEM DESCRIPTION	PRICE
Toolboxes 1x LH tandem mounted and 1x Y frame drawbar mounted. Remote drain points. Komatsu Machine Tracking System (KOMTRAX).	
WORK EQUIPMENT: Blade, 4,320mm width, 25mm thickness with 152mm cutting edges and end bit. Quick Simple Blade Slide Adjustment Circle shoes, large x 6. Rear Ripper/Scarifier beam, ripper shanks x 3, scarifier tynes x 9	
MATERIALS: Operation & Maintenance Manual, two sets. Parts Books, two sets.	
WARRANTY: Premium warranty - 36 months / 6,000 hours Whichever event first occurs, From the date of delivery to the original customer	
MAINTENANCE: 3 Year/2000 Hours KOMplimentary Maintenance Regular PM Services at 500, 1000, 1500 and 2000 Hour Intervals Machine Condition Report by factory-trained technician Field Service Labour, 100 Kms Travel Included Please refer to Product Offer / Terms and Conditions of Sale 1 x complimentary scheduled KDPF maintenance.	
Included Options: Tyre & Rim 17.5R25 TL * L2/G2 XTLA Michelin MARATHON (x1) Basic Service Tool Kit Fire Extinguisher 1.5kg Fire Extinguisher 4.5kg Fuel, Full Tank Rear Oil Drain Guard Full Guarding to all Light Assemblies Mirrors Cab Swing Folding Radio UHF/CB 80 Channel Tail Lights LED, install on Back of Cab flush with top edge Trailer Plug 7 Pin + Wiring Tyre Carrier, Ripper Side Mounted (near side) Hand Pump Hydraulic Acti GESSNER	
Notes: INCLUDED IN QUOTE: 1 x shop manual licensing & inspection (expiry to July 31) inc check weigh Supply 0131-264 Weld on tow hitch combination 1 1/2" pin & 50mm ball Install 0131-264 WELD ON TOW HITCH COMBINATION - 1 1/2" PIN & 50mm BALL S&F signwriting "SHIRE OF NAREMBEEN" S&F "OVERSIZE" decals to front and rear windows	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

**All Goods supplied are subject to Komatsu Australia Pty Ltd's
TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.**

WE THANK YOU FOR YOUR VALUED BUSINESS

ITEM DESCRIPTION	PRICE
S&F ADR red/orange reflectors to rear/side of machine	
Fit licence plates to machine	
S&F bluetooth hands free phone cradle with high gain receiver to suit all phones	
S&F Cel-FI GO or similar mobile phone repeater vehicle kit	
Transport machine to Shire of Narembeen Depot	
 WARRANTY:	
- Initial 12 months full machine	
- 60 months / 6,000 hours premium	
 OPTIONS (NOT INCLUDED) + GST:	
S&F air compressor system - \$ 4,680	
Initial 2000 hour services @ 500 hr intervals including parts, lubricants, labour & travel to Narembeen - \$ 1000	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's
TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.
WE THANK YOU FOR YOUR VALUED BUSINESS

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24.09.2019 12:01:31

QUOTATION NUMBER: 5014424001

ITEM DESCRIPTION	PRICE	
NEW MACHINE PRICE: Exl GST	AUD	419,300.00
GST ON NEW MACHINE	AUD	41,930.00
NEW MACHINE PRICE: Incl GST	AUD	461,230.00
TRADE-IN DETAILS:		
Less Trade In:		
Make: John Deere		
Model: 770G		
Serial No.: 626525		
SMR: 9800		
Appraised on 9/9/19		
TRADE MACHINE PRICE: Exl GST	AUD	100,000.00-
GST ON TRADE MACHINE:	AUD	10,000.00-
TRADE MACHINE PRICE: Incl GST	AUD	110,000.00-
TOTAL VALUE: Exl GST	AUD	319,300.00
TOTAL GST	AUD	31,930.00
TOTAL VALUE: Incl GST	AUD	351,230.00

Customer Acceptance :
[Print Name]Sales Manager Acceptance :
[Print Name]

Date:

Date:

Signature:

Signature:

Signatory acknowledges authority sign on behalf of customer.

Signatory acknowledges having received, read & understood the attached Terms & Conditions.

DID YOU KNOW THAT KOMATSU PROVIDES FINANCE

For a competitive finance quote, please ask your Komatsu sales representative, or call Komatsu Australia Corporate Finance Pty Ltd directly on 1300 66 1230 or visit www.komatsufinance.com.au

Finance is for approved applicants who are ABN holders and is subject to credit criteria. Fees, charges, terms and conditions apply.

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's

TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.

WE THANK YOU FOR YOUR VALUED BUSINESS

TERMS & CONDITIONS OF SALE AND SERVICE

1. DEFINITIONS

AUD means Australian dollar.

Claim means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with this Contract or its subject matter, whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all.

Commissioning means when the goods are assembled and operating under normal conditions. For used goods, commissioning means assembly only.

Consequential Loss means all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss arising from delay, loss by reason of shutdown or non-operation or increased cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever.

Contract means these terms and conditions and the documents expressly incorporated herein.

Delivery means when the Goods are picked up by the Purchaser's carrier or delivered to the Purchaser's nominated delivery point by Komatsu's carrier or as otherwise agreed in writing.

EUR or EURO means European currency.

Equipment means those Goods which comprise mobile equipment, vehicles, parts and/or attachments as described in the quotation, sale invoice or agreement.

Goods or Services (or both) collectively and severally means the goods, Equipment (new or used) or Services relating to the Contract or expressed in the quotation and excludes all things not expressly specified in writing by Komatsu.

GST has the meaning specified in the A New Tax System (Goods and Services Tax) Act 1999, at the rate prevailing from time to time and has the same meaning when used herein.

Intellectual property or IP means all industrial and intellectual property rights whether protectable by statute, common law or equity including without limitation, all copyright in the goods and all materials provided in connection with the goods, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, design rights (registrable or not), trade mark rights (registered or not), circuit layout design rights and excluding non-assignable moral rights.

JPY means Japanese Yen.

Komatsu means Komatsu Australia Pty Ltd ABN 71 143 476 626.

OEM means original equipment manufacturer.

Party means either the Purchaser or Komatsu.

Parties means both the Purchaser and Komatsu.

Price means the total monetary amount for the sale of the Goods or Services (excl GST).

Purchaser means the entity purchasing the Goods and/or Services or as otherwise described in the quotation, purchaser order, final sale invoice or agreement.

Purchaser Nominated Items means any fire suppression, tyres, wheel rims, accident avoidance/detection, mine management, access and/or egress systems, automatic grease systems or any other items nominated by the Purchaser that are not supplied as OEM standard or part of the OEM specification.

Related Body Corporate has the same meaning as in the Corporations Act 2001 as amended.

Services mean any service pursuant to a quotation, sale invoice or agreement including Commissioning.

USD means United States dollar.

2. APPLICATION OF CONDITIONS

Conditions of sale

2.1 The Goods and/or Services are supplied by Komatsu, or traded-in by the Purchaser, solely on the basis of these terms and conditions.

2.2 By issuing a purchase order, invoice or similar document to Komatsu or signing or accepting a quotation issued by Komatsu, the Purchaser unconditionally accepts to be bound by this Contract in its entirety and without alteration. The Purchaser unconditionally agrees that any terms and conditions attached to such purchase order, invoice or otherwise are null and void and Komatsu is entitled to ignore such terms.

Orders

2.3 Submission by the Purchaser of a purchase order for the Goods and/or Services is deemed to be an offer to purchase the Goods and/or Services (offer) subject to this Contract. Komatsu may accept or reject such offer in its sole discretion.

2.4 An offer to purchase Goods and/or Services is only deemed accepted by Komatsu when it is acknowledged by Komatsu in writing.

3. PRICE

3.1 Unless otherwise stated by Komatsu, Price quoted excludes GST, Delivery costs and any other matter or thing not expressly specified in writing by Komatsu.

3.2 Unless otherwise stated or sooner withdrawn by Komatsu, the Price quoted is valid for 30 calendar days from the date of quotation after which time it will lapse.

3.3 Komatsu may at any time require the Purchaser to provide security against default by way of a cash deposit or unconditional bank guarantee, such security to be released within 7 days of payment of all monies due.

Price variation due to currency fluctuations

3.4.1 The Price may include an imported content of Goods in the relevant foreign currency being USD/JPY/EUR equivalent to AUD and is based on an indicative currency exchange rate of AUD1.00 = USD/JPY/EUR.

3.4.2 A Purchaser must specify in its purchase order whether to fix the exchange rate for payment of any imported content of the Goods in AUD or whether to take the exchange rate risk. Komatsu reserves the right not to accept a purchase order until such time as a Purchaser makes this election. If Komatsu chooses to accept a purchase order in circumstances where the Purchaser has not made an election whether to fix the exchange rate for payment of any imported content of the Goods in AUD then the purchase order is accepted on the basis that the Purchaser is taking the exchange rate risk unless Komatsu has advised the Purchaser, in writing, at the time of acceptance of the purchase order that Komatsu will take the exchange rate risk.

3.4.3 Where a Purchaser elects to fix the exchange rate for payment of any imported content of the Goods in AUD then Komatsu will issue a revised final Price in AUD and thereafter Komatsu will take the exchange rate risk, provided the Goods are paid for in accordance with the terms of the sale invoice. The relevant foreign exchange rate(s) that will be used in the final Price will be the spot buying rate of the currency specified being USD/JPY/EUR minus the appropriate forward points from the date of receiving the purchase order from the Purchaser up to the agreed date of full settlement of the sale invoice. The currency will be purchased from a reputed commercial bank based in Australia with whom Komatsu holds an account.

3.4.4 Where a Purchaser elects to take the exchange rate risk any variation from the rate used in the quotation or other document issued prior to the time of the final Price, will be to the Purchaser's account.

3.4.5 Where the Price for the Goods in the Contract is specified in AUD only, Komatsu reserves the right to issue a revised Price where there is a depreciation of 10% or more of the AUD against the relevant overseas currency from where the Goods are imported by Komatsu, when measured against the daily foreign exchange rate available to Komatsu. Komatsu may issue a revised Price at any time from the date of the Contract for the purchase of the Goods to the date of actual full payment for the Goods by the Purchaser. If Komatsu exercises its rights under this clause 3.4.5, it will give the Purchaser 7 days from notification of the revised Price to exercise a right to cancel the Contract for purchase of the Goods, without penalty.

Rise and Fall

3.5 For Goods classified by Komatsu as mining classified Goods, the Price (being the overseas content and Australian sourced attachments, materials and services) may increase where there is an ex factory date for the Equipment after the next 1 April from the date of the Contract for the mining classified Goods, which will be provided by Komatsu to the Purchaser as required.

Custom Import Duties, Levies and Tariffs

3.6 Unless otherwise specified, the Price is exclusive of any custom import duties, levies and tariffs payable by Komatsu in respect of import of the Goods by Komatsu into Australia. If the Price is specified to be inclusive of any such custom import duties, levies and tariffs then if there is any change in the dutiable classification or effective rate of the applicable custom import duties, levies or tariffs the Price will be adjusted to pass through the effect of the change to the Purchaser and the Purchaser must pay the adjusted Price.

4. DELIVERY, PICKUP AND COMMISSIONING

When goods are to be delivered or Services performed

If the parties agree that Komatsu will provide Delivery of Goods and/or provision of Services then:

4.1 new and used Equipment Delivery, Service and pick-up dates are indicative only and not guaranteed;

4.2 Komatsu will use reasonable efforts to Deliver the Goods to the site or perform the Services as agreed with the Purchaser. If Komatsu is prevented from or delayed in making Delivery of Goods or performing Services for any reason or event beyond Komatsu's reasonable control, Komatsu may either extend the date for a reasonable period (and has the right to make an equitable adjustment to the Price) or terminate the Contract, without liability to the Purchaser; and

4.3 Komatsu is not liable, and the Purchaser releases Komatsu, for any damage or loss, including Consequential Loss, to the Purchaser resulting from any delay in Delivery or Service.

Early Acceptance

4.4 The Purchaser may not take possession, custody or control of Goods before Delivery unless agreed by Komatsu, which agreement may be conditional and at the sole discretion of Komatsu.

4.5 In the event that the Purchaser takes possession, custody or control of Goods before they are ready for Delivery, it is deemed that the Purchaser accepts the Goods on that date.

5. INTELLECTUAL PROPERTY

Where IP rights are expressly granted by Komatsu in writing, the following clauses are applicable to the grant of IP in the Goods:

5.1 Komatsu grants the Purchaser a non-exclusive, non-transferable, revocable licence to use the IP provided by Komatsu to the extent necessary for the operation, maintenance and use of the Goods as the OEM intended (including without limitation, the collection, manipulation and reporting of data associated with the Goods) for such period as the Purchaser owns and operates the Goods, provided that this licence does not extend to:

5.1.1 IP that Komatsu does not own that is licensed by Komatsu from a third party;

5.1.2 IP that is governed by a separate agreement between the parties (including but not limited to KOMTRAX and KPAR); and

5.1.3 any IP that is developed by Komatsu or by a third party and which is installed or which is available for installation on or in Komatsu's goods, but not included on or in the Goods, or the scope of the Contract for those Goods, at the date of sale to the Purchaser.

5.2 The IP and where applicable, all user documentation for the Goods, are Komatsu's IP and Komatsu retains all right, title and ownership therein.

5.3 The Purchaser may only use IP for the operation, maintenance and use of the Goods in accordance with this clause 5 and Komatsu accepts no liability whatsoever for any other use. The Purchaser must not modify the IP in any way, decompile, copy, disassemble, reverse engineer or derive software source code or otherwise do any thing which conflicts with the licensed use of the IP provided under clause 5.1.

6. PAYMENT

Payment terms

6.1 Unless otherwise agreed in writing, the Purchaser must pay the Price (together with GST and Delivery costs) without deduction or set-off when notified by Komatsu in writing that the Price is due and payable but in any event, on or prior to Delivery. Time is of the essence for payment of the Price. If Delivery is delayed by the Purchaser, then the Purchaser must pay the Price required by this clause when Delivery would have occurred if not for the delay by the Purchaser.

6.1A The Parties irrevocably acknowledge and agree that once Delivery has been made in accordance with this Contract, the Price becomes immediately payable by the Purchaser to Komatsu as a liquidated debt and Komatsu will be entitled to commence and maintain an action against the Purchaser for the Price as a liquidated debt.

6.1B Notwithstanding clauses 6.1 and 6.1A, if payment terms have been provided to the Purchaser by Komatsu, the Price becomes due and payable by the date as agreed to by the parties.

6.2 The Purchaser indemnifies Komatsu for any losses, costs or fees incurred or arising in connection with recovery of any overdue payment due to Komatsu.

Goods remain property of Komatsu until payment

6.3 The Goods remain Komatsu's property until all monies owed by the Purchaser to Komatsu are received in clear funds by Komatsu, and whilst these Goods remain Komatsu's property the Purchaser must:

6.3.1 keep the Goods in its possession and control, hold the Goods as agent for Komatsu, and not part with the possession of the Goods or, if the possession has been parted with, recover possession of the Goods;

6.3.2 keep the Goods in good repair and condition, excluding fair wear and tear;

6.3.3 keep the Goods stored separately and marked so that the Goods are clearly and easily identifiable as Komatsu's property and if requested, promptly inform Komatsu of the location of the Goods; and

6.3.4 not sell, assign or lease the Goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them.

Personal Properties Securities Act 2009 (Cth) ("PPSA")

6.4 The Purchaser agrees and acknowledges that the retention of title in clause 6.3 gives rise to a Purchase Money Security Interest under the PPSA in favour of Komatsu in respect of the Goods and their proceeds.

The Purchaser undertakes to:

6.4.1 promptly do all things, execute all documents and/or provide any information which Komatsu may reasonably require to enable Komatsu to attach, enforce, register, protect and maintain the perfection of its first priority security interest; and

6.4.2 give Komatsu not less than 14 days' prior written notice of any proposed change in its name and/or any other change to its details; and

6.4.3 immediately on request by Komatsu (and at the Purchaser's expense) obtain from any third party such agreements, waivers and releases (as the case may be) of any Purchase Money Security Interest that any third party has, or may have, in the Goods, to ensure that the retention of title in clause 6.3 provides Komatsu with a first priority security interest in the Goods.

6.5 The Purchaser waives its rights to receive a copy of any verification statements under section 157 of the PPSA.

6.6 If the Purchaser defaults on payment of any monies due under this Contract, Komatsu has the irrevocable right to seize the Goods without notice. The Purchaser must give Komatsu notice if another party with a security interest in the Goods seizes or otherwise deals with the Goods in a way that might impact Komatsu's Purchase Money Security Interest.

6.7 To the maximum extent permitted by law, the Purchaser and Komatsu agree that the following provisions of the PPSA do not apply to the enforcement by Komatsu of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

6.8 The Purchaser must not disclose information of the kind referred to in section 275(1) of the PPSA, unless required to do so by sections 275(7)(b) to 275(7)(e) of the PPSA. The Purchaser must not, without Komatsu's consent, authorise the disclosure of information pursuant to section 275(7)(c) of the PPSA nor request Komatsu to give information pursuant to section 275(7)(d) of the PPSA.

6.10 In this clause 6 and clause 11, "proceeds", "Purchase Money Security Interest" and "Security Interest" have the meanings given to those expressions in the PPSA.

Purchaser disposal of goods

6.11 If the Purchaser disposes of any of the Goods while they remain Komatsu's property, or if any of those Goods become part of another product sold by the Purchaser, the Purchaser holds those proceeds on trust for Komatsu up to the amount it owes Komatsu in respect of the Goods, and must immediately pay that amount to Komatsu.

Purchaser indemnity for breach

6.12 The Purchaser indemnifies Komatsu for any loss or damage resulting from a breach of clause 6.

Komatsu's right to repossess and suspend Delivery

6.13 If the Purchaser fails to pay to Komatsu all monies due under this Contract by the due date, Komatsu has the right and irrevocable licence from the Purchaser, to at any time and without notice, via its representatives, enter and repossess the Goods. Komatsu is entitled, at its absolute discretion, to keep the repossessed Goods, sell the repossessed Goods or hold the repossessed Goods in safe custody pending payment of the Price. Komatsu is also entitled to suspend any other Delivery to the Purchaser without liability until any breach of this Contract is rectified by the Purchaser. In the event that Komatsu repossesses the Goods, the Purchaser remains bound by its obligations to Komatsu in accordance with this Contract, including its obligation to pay the Price.

6.14 Komatsu is not liable for any loss, damage or liability suffered as a result of exercising its rights under clause 6.13.

6.15 The Parties irrevocably acknowledge and agree that in the event of repossession of Goods in accordance with clause 6.13, Komatsu is not required to give notice in accordance with section 135 of the PPSA.

Finance

6.16 The Purchaser may finance the purchase of the Goods through a separate agreement entered into between it and a finance company selected by the Purchaser (such as Komatsu Australia Corporate Finance Pty Ltd). In the event that the Purchaser elects to finance the purchase of the Goods in this manner, the Purchaser may direct Komatsu to transfer title to the Goods directly to the finance company and in the event of such a direction being provided title will transfer directly to the finance company upon full payment of the Price. These terms and conditions will apply as between Komatsu and the Purchaser that finances the purchase of the Goods even if the invoice records the finance company as the purchaser of the Goods.

7. COMMISSIONING

Komatsu notice of Commissioning

7.1 If Commissioning is specified by Komatsu:

7.1.1 for Komatsu Equipment - Komatsu will carry out Commissioning in accordance with manufacturer's documented specifications and assembly, inspection and testing criteria;

7.1.2 for Non-Komatsu Equipment - Komatsu will use best endeavours to assist with Commissioning of non-Komatsu Equipment but to the extent permitted by law no liability is accepted by Komatsu for such Commissioning and the Purchaser releases Komatsu from any such liability howsoever caused.

7.2 Komatsu is not liable for loss resulting from any delay in Commissioning and the Purchaser releases Komatsu from any such liability howsoever caused.

caused.

7.3. If Commissioning is carried out other than at Komatsu's premises:

7.3.1. it will only be carried out during normal business hours, where practical and safe, and only if the Purchaser gives reasonable and safe access, space and facilities fit for the purpose of Commissioning. If the Purchaser fails to do so, Komatsu may terminate the Contract;

7.3.2 the Purchaser must obtain all necessary permits, licences and approvals prior to Commissioning; and

7.3.3 Komatsu is not responsible for any hazardous or toxic waste or substances (unless brought to the site by Komatsu) and the Purchaser indemnifies Komatsu against all costs and expenses Komatsu may incur in dealing with hazardous waste or substance and all liability arising from any loss, damage or Claim for personal injury or third party property howsoever caused.

Purchaser notice for additional Commissioning

7.4 No notice, demand, instruction or request from the Purchaser will oblige Komatsu to provide additional Commissioning works, nor will it delay payment of the Price once notice of Commissioning has been provided by Komatsu.

8. RISK, INSURANCE AND DAMAGE

Risk passes to Purchaser on Delivery

8.1 Risk in the Goods passes to the Purchaser upon Delivery.

Purchaser must insure Goods

8.2 The Purchaser must insure and keep the Goods insured and must note the interest of Komatsu in the Goods on usual commercial terms with a reputable insurer, against all risks usually insured against for Goods of that kind for full replacement value from the time the risk in the Goods passes to the Purchaser until the time the title in the Goods passes to the Purchaser.

8.3 The Purchaser holds the proceeds of any insurance claim relating to the Goods on trust for Komatsu up to the amount it owes Komatsu in respect of those Goods, and must immediately pay that amount to Komatsu.

Damage after Delivery

8.4 Komatsu is not liable for defects or damage discovered after Delivery unless:

8.4.1 The Purchaser gives written notice to Komatsu and, if applicable, Komatsu's carrier within 4 days after the date of Delivery;

8.4.2 The Purchaser gives Komatsu reasonable opportunity to inspect the Goods in the same condition and place in which they were Delivered; and

8.4.3 The defects or damage are reasonably shown to have been pre-existing as at the date of Delivery.

9. WARRANTIES AND EXCLUSIONS

Manufacturer's liability for defective or used goods

9.1 If Goods are under any manufacturer's warranty applicable to the Goods, the Purchaser must comply with all applicable warranty terms. Failure to do so may void the warranty in full or in part. All applicable warranties for new Goods are available from Komatsu upon request. Any used Goods warranty will only apply if given in writing prior to sale (if any) otherwise the used Goods are sold 'as is' and without any warranty from Komatsu or the OEM.

Exclusion or limitation of warranties

9.2 All legal, statutory or equitable liability, conditions or warranties of any type in relation to the Goods or Services are excluded. However, nothing herein will limit those provisions of the Competition and Consumer Act 2010 (Cth) including the Australian Consumer Law, nor statutes, rules or regulations from time to time in force in Australia which imply or guarantee certain conditions or warranties or impose obligations on Komatsu which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified. If any such statutory provisions apply, then to the extent to which Komatsu is entitled to do so, its liability under those statutory provisions is limited at its option to:

9.2.1 in the case of Goods:

- (a) the replacement of Goods or the supply of equivalent Goods; or
- (b) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (c) the payment of the cost of having the Goods repaired; or
- (d) the repair of the Goods; and

9.2.2 in the case of Services:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

9.3 The Vienna Convention on the Sale of International Goods (and any enabling legislation in any State or Territory) is excluded from this Contract

Indemnity

9.4 The Purchaser, in connection with the Goods and Services, indemnifies and keeps indemnified Komatsu, its officers, agents, employees, subcontractors, vendors and Related Bodies Corporate (Indemnitees) against all Claims, demands, losses, costs, liabilities and expenses arising directly or indirectly out of:

- (a) injury to or death of any person (including Indemnitees) to the extent not caused by Komatsu;
- (b) damage to or destruction of any property (including that of Indemnitees) to the extent not caused by Komatsu; or
- (c) any use of the Goods or any modification to them which is not in accordance with the manufacturer's, operator's or maintenance manual, authorised by manufacturer's recommendations, in accordance with any applicable law, or in accordance with good safety and operating practices relating to the Goods.

Limitation of Liability and exclusion of Consequential Loss

9.5 Notwithstanding anything to the contrary in these conditions, Komatsu (including its Related Bodies Corporate) is not liable to the Purchaser, at law, equity, statute or otherwise for any Consequential Loss howsoever caused.

9.6 Notwithstanding anything to the contrary in these conditions or elsewhere and to the full extent permitted by law, Komatsu's total cumulative liability to the Purchaser for all liabilities, damages, losses, costs and expenses suffered or incurred under or in connection with this Contract by the Purchaser for all Claims in the aggregate, is limited to the amount paid by the Purchaser to Komatsu for the Goods and Services the subject of the Claim.

Exclusion of liquidated damages, etc

9.7 Notwithstanding anything to the contrary in these conditions or elsewhere, Komatsu is not liable to the Purchaser for any liquidated damages, delay penalties, delay damages, performance guarantees or any other similar obligation.

Purchaser Nominated Items

9.8 Komatsu will:

- (a) assess the installation procedure provided by a third-party supplier;
- (b) if the installation procedure satisfies health, safety and environmental requirements, Komatsu will install the Purchaser Nominated Items in accordance with the third-party installation procedure; and
- (c) take reasonable steps to pass on the benefit of any third-party supplier's warranty to the Purchaser.

9.9 Except as provided in clause 9.8, Komatsu disclaims all liability in relation to Purchaser Nominated Items. The Purchaser will indemnify Komatsu against, and release Komatsu from, all liability, loss, damage or expense suffered by the Purchaser or any third party arising out of or in any way related to Purchaser Nominated Items.

10. DEFAULT

Purchaser must pay interest if payment late

10.1 The Purchaser must pay Komatsu interest on any amount not paid from when payment falls due until payment in full is received, at a rate as determined by the ANZ Bank Indicator Lending Rate effective from time to time plus 2% per annum calculated on daily balances of amounts unpaid and capitalised daily.

10.2 Komatsu may demand payment of interest by the Purchaser at any time. Failure to demand interest does not constitute a waiver of the entitlement to interest.

Komatsu's right to end Contract

10.3 Komatsu may by written notice to the Purchaser end the Contract immediately in any of the following circumstances:

- 10.3.1 the Purchaser fails to perform any of its obligations under this Contract or otherwise;
- 10.3.2 the Purchaser dies or becomes incapacitated, or ceases, or indicates that it is about to cease to trade;
- 10.3.3 anything happens that reasonably indicates that there is a significant risk that the Purchaser is, or will become, unable to pay its debts as they fall due. This includes publication of any unfavourable credit report against the Purchaser, non payment by the Purchaser of any debt due to any third party, execution or distress being levied against any income or assets of the Purchaser; a meeting of the Purchaser's creditors being called or held; a step being taken to make the Purchaser bankrupt; and the Purchaser entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors, or being subject to a deed of company arrangement; or
- 10.3.4 a step is taken to have a receiver, receiver and manager, provisional liquidator, liquidator or administrator appointed to the Purchaser or any of its assets.

Komatsu's rights if it ends Contract

10.4 If the Contract is ended by Komatsu under clause 10 and the Purchaser owes Komatsu money, the money becomes payable immediately to Komatsu and bears interest in accordance with clause 10.1.

Komatsu's other rights and remedies

10.5 The rights and remedies provided in these conditions will not affect any other rights or remedies available to Komatsu.

11. TRADE-IN OF USED MACHINE

11.1 If any amount is allowed by Komatsu by way of trade-in, the credit or price given to the trade-in is conditional upon the following:

11.1.1 Komatsu accepting an order for the Goods by any stated quotation validity date; and
11.1.2 delivery of the trade-in to Komatsu at the Purchaser's expense and in the same state and condition as it was on the date of Komatsu's appraisal or inspection (if any), all attachments and accessories being included, and there being no undisclosed defect or damage.

11.2 If the Purchaser does not deliver (or if agreed, make available for collection) the trade-in to Komatsu within the time nominated by Komatsu or fails to deliver (or make available) the correct trade-in (including all attachments and accessories) in the state and condition required under clause 11.1.2 or fails to disclose any material condition, deficiency or defect in the trade-in, then the credit or price for the trade-in is a debt owing by the Purchaser to Komatsu. If a used attachment or other part of the Equipment is not available then a new replacement will be purchased by Komatsu and this cost will be a debt owed by the Purchaser to Komatsu.

11.3 If upon inspection of the trade-in by Komatsu, the trade-in is in such a state that it cannot be reconditioned for resale or is otherwise not of merchantable quality then any value attributed to the sale of the Goods will be reduced accordingly and the difference will be a debt owing by the Purchaser to Komatsu.

11.4 Risk in the trade-in remains with the Purchaser until inspection and acceptance of delivery of the trade-in at Komatsu's nominated point of delivery, such delivery to be at the Purchaser's risk and expense.

11.5 The Purchaser warrants that it has or will have unencumbered title to any trade-in at the time of completion of the sale and the trade-in will be free of any and all Security Interests at completion.

11.6 The Purchaser authorises Komatsu to pay any monies given to it for the purposes of removing any encumbrance on the trade-in.

11.7 Komatsu may, without obligation to the Purchaser, refuse to purchase any trade-in at any time until acceptance and inspection of the trade-in or if clause 11.1.2 is breached, and may recover the credit or value given in the trade-in and any loss arising thereof as a debt due from the Purchaser to Komatsu.

12. FORCE MAJEURE

If Komatsu's ability to perform its obligations is adversely affected by any cause beyond Komatsu's reasonable control, then Komatsu may, if it chooses, end the Contract of sale or suspend it for up to 3 months by giving the Purchaser written notice. Komatsu will not be liable for any loss, damage or liability which the Purchaser incurs as a result, whether directly or indirectly.

13. DISPUTE RESOLUTION

13.1 If a dispute arises, either party may notify the other in writing identifying the details of the dispute.

13.2 Within 14 days of notification of a dispute, an executive officer of each party empowered to resolve the dispute must confer at least once to attempt to resolve the dispute. The parties must act in good faith to resolve the dispute.

13.3 If the dispute is not resolved within 7 days of the meeting of the executive officers, either party may commence mediation by referring the dispute to the Australian Disputes Centre in Sydney, New South Wales or such other capital city agreed by the parties. The rules of commercial mediation of that body will apply and both parties must comply with those rules.

14. MISCELLANEOUS

Assignment

14.1 The Purchaser must not assign, sub-contract or otherwise deal with this Contract or any right or obligation under it except with the prior written consent of Komatsu (which Komatsu is entitled to withhold in its absolute discretion). Failure to obtain the consent of Komatsu constitutes a fundamental breach of these terms and conditions.

14.2 Komatsu is entitled, without obtaining the consent of the Purchaser, to assign, transfer or otherwise dispose of any or all of its rights or obligations under this Contract to a Related Body Corporate of Komatsu or to any other entity which is financially sound and capable of performing all of the obligations of Komatsu under this Contract by giving notice of such assignment, transfer or disposal to the Purchaser.

Cancellation

14.3 An order may not be cancelled. Komatsu is entitled to insist on completion of the Contract or at its sole discretion elect to charge the Purchaser Komatsu's direct and indirect costs and expenses in connection with the cancellation (including without limitation, works required on the Goods and the transport and holding of Goods or standby of personnel until such time as the Goods are re-sold, any demobilisation costs, third party costs for attachments, foreign exchange variances) plus indirect costs, loss of profit and any administration or other costs, expenses or fees incurred by Komatsu whatsoever, as reasonably determined by Komatsu ("Cancellation Costs") and as a condition of consent to any order cancellation, Komatsu may, at its sole discretion, apply any Cancellation Costs against any credit account for parts and services sales provided by Komatsu to the Purchaser or its Related Body Corporate.

Description of Goods or Services

14.4 The description of the Goods and/or Services is given for identification only and does not create a Contract of sale by description.

14.5 All photographs, brochures, weights, illustrations, dimensions or other particulars as to the Goods and/or Services are indicative only. Komatsu has no liability to the Purchaser for any deviations or inaccuracy in such documentation.

14.6 Any representation, promise, statement or description or other information of whatever nature not included in the Contract documentation or made in writing by an authorised company representative of Komatsu is expressly excluded. The Purchaser relies solely upon its own inspection skill and judgment. No Equipment will be recommended by Komatsu for use in any specific application without supply by Komatsu of a formal applications study.

Electronic Data Retrieval

14.7 The Purchaser grants to Komatsu and its personnel, a non-exclusive and irrevocable licence to enter premises and to access the Equipment (including remotely by electronic means), at no cost to Komatsu, to enable Komatsu to perform data retrieval functions for the purpose of monitoring component life, service intervals or machine availability of the Equipment.

14.7.1 Physical access to the Equipment will be scheduled wherever possible to minimise disruption to the Purchaser's operations.

Severability

14.8 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Waiver

14.9 The fact that either party fails to do, or delays in doing, something it is entitled to do under the Contract of sale, does not amount to a waiver of its right to do it. Any waiver must be in writing. A written waiver by Komatsu is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

GST

14.10 If GST is imposed on any supply made in accordance with these conditions, the recipient must pay an additional amount equal to the GST payable in connection with that supply promptly following receipt of a tax invoice. Expressions used in this condition which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used herein.

Governing law

14.11 The Contract of sale is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the New South Wales courts in respect of all matters relating to the Contract.

KOMATSU®

GD655-7

Tier 4 Final Engine - Preliminary

**Australia & New Zealand Specifications
Interim Brochure**

MOTOR GRADER



Photos may include optional equipment.

HORSEPOWER

Gross: 165 kW 221 HP/2100 min⁻¹
Net: 163 kW 218 HP/2100 min⁻¹

OPERATING WEIGHT

19,260 kg including Ripper

BLADE LENGTH

4.3 m

WALK-AROUND

CD655-7



HORSEPOWER

Gross: 165 kW 221 HP/2100 min⁻¹
Net: 163 kW 218 HP/2100 min⁻¹

OPERATING WEIGHT

19,260 kg including Ripper

BLADE LENGTH

4.3 m

KOMPLIMENTARY MAINTENANCE



Ecology & Productivity Features

- Komatsu's New Emission Regulations-compliant Engine **NEW**
- Engine Power Mode Selection System
- Lock-up Torque Converter Transmission with Electronic Control with Anti Still Function

Economy & Durability Features

- High Productivity & Lower Fuel Consumption
- Auto Idle Stop Function **NEW**
- Change in the Material of Circle Wear Plate to a Resin **NEW**
- Reinforced Blade Circle **NEW**
- Blade Slide Screw Adjustment **NEW**
- Battery Location **NEW**

Operator Environment

- Rear View Monitoring System **NEW**
- Electronic Proportional Controls (EPC) Blade & Ripper **NEW**
- Palm Control on Steering Wheel - Steering **NEW**

ICT

- Machine Monitor with Improved Operator Interface **NEW**
- Operator Identification Function **NEW**
- Energy Saving Operation **NEW**
- KOMTRAX

Maintenance features

- Easy Access to Service Area
- Battery Disconnect Switch **NEW**



ECOLOGY & PRODUCTIVITY FEATURES

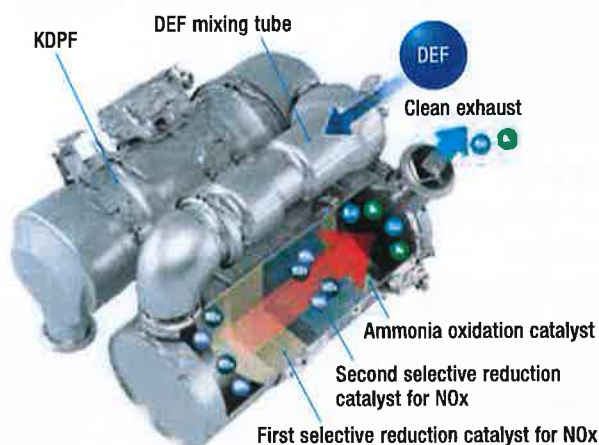
KOMATSU NEW ENGINE TECHNOLOGIES

Komatsu's New Emission Regulations-compliant Engine

New regulations effective in 2014 require the reduction of NOx emissions by 80% compared to Tier 4 interim the preceding regulations. In addition to refining the Tier 4 Interim technologies, Komatsu has developed a new Selective Catalytic Reduction (SCR) device in-house.

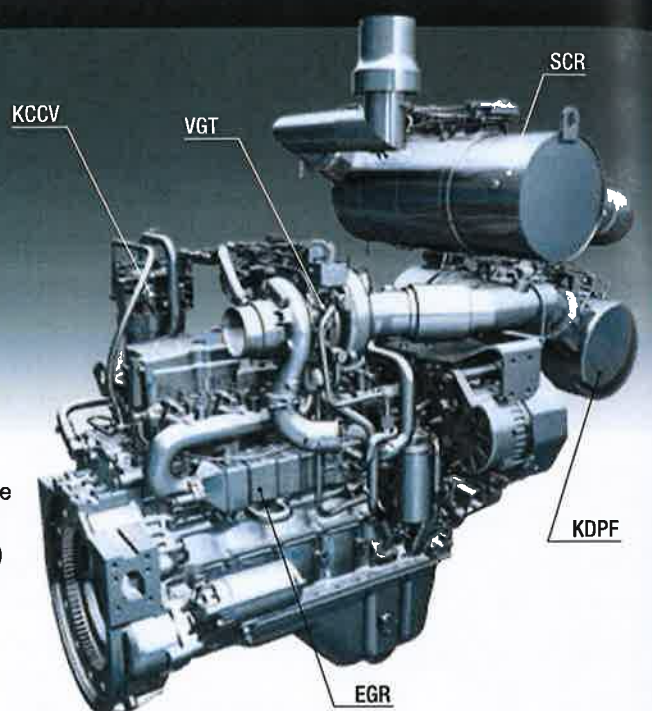
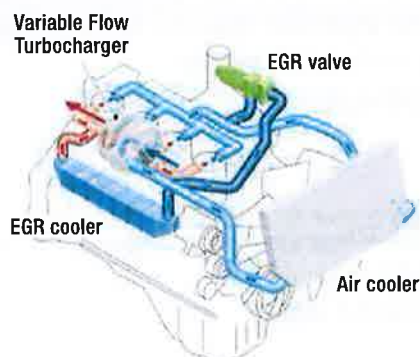
Technologies Applied to New Engine Heavy-duty aftertreatment system

This new system combines a Komatsu Diesel Particulate Filter (KDPF) and SCR. The SCR NOx reduction system injects the correct amount of Diesel Exhaust Fluid (DEF) at the proper rate, thereby decomposing NOx into H₂O and N₂.



Heavy-duty cooled Exhaust Gas Recirculation (EGR) system

The system recirculates a portion of exhaust gas into air intake and lowers combustion temperatures, thereby reducing NOx emissions.



Electronic control system

The electronic control system performs high-speed processing of all signals from sensors installed in the vehicle and engine to ensure total control of equipment in all conditions of use.

Variable Geometry Turbocharger (VGT) system

The VGT system features Komatsu design hydraulic technology for variable control of air-flow and supplies optimal air according to load conditions.



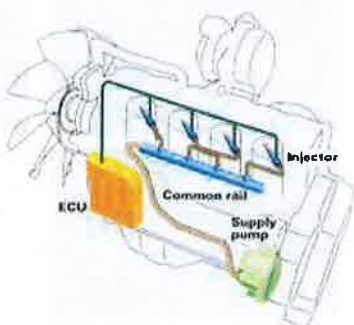
Komatsu Closed Crankcase Ventilation (KCCV)

Oil mist trap efficiency is significantly increased from previous "Breather"s, from around 50% trap efficiency to 95% trap efficiency. Almost oil mist free crankcase gas (blow-by gas) is delivered back to the intake.



High Pressure Common Rail (HPCR) fuel injection system

The system is designed to achieve an optimal injection of high-pressure fuel by means of computerised control, thereby bringing close to complete combustion to reduce particulate matter (PM) emissions.



Engine Power Mode Selection System

The system allows selection of the appropriate mode between two modes <P mode> or <E mode> according to each working condition. The mode is easily selected with a switch in the operator's cab.

• P mode

Greater productivity can be attained by taking full advantage of high output power. It is appropriate for job sites where the motor grader meets high resistance.

• E mode

This mode is selected for maximum economy and lighter work applications. This feature provides the appropriate power, better fuel consumption, and prevents tyre wear due to tyre slip.



Forward kW (HP)

	P mode		E Mode	
	AUTO	MANU	AUTO	MANU
F1	134	134	134 (180)	134 (180)
F2	(180)	(180)		
F3				
F4	149	149	163 (218)	163 (218)
F5	(200)	(200)		
F6				
F7	163	163	163 (218)	163 (218)
F8	(218)	(218)		

Reverse kW (HP)

	P mode		E Mode	
	AUTO	MANU	AUTO	MANU
R1	134	134	134 (180)	134 (180)
R2	(180)	(180)		
R3	149	149		
R4	(200)	(200)		

Lock-up Torque Converter Transmission with Electronic Control

is designed and built specifically for Komatsu graders. The transmission provides on-the-go, full power shifting as well as inching capability and automatic shifting in the higher ranges.

Transmission mode selection system

• Auto mode

Torque converter in F1-F4 gears, easy 2 pedal (accelerator and brake) operation, easy to operate the motor grader, maximum productivity in any application, easy traveling and high maneuverability with automatic gear shifting. Torque converter produces over 2 times the torque when starting, which allows you to start from 4th gear. The F-5 through F-8 automatic range can be used for smooth and easy operating.

• Manual mode

Direct drive in all gears, works the same way as conventional power shift machine, constant machine speed, more economical operation.

Engine stall prevention function

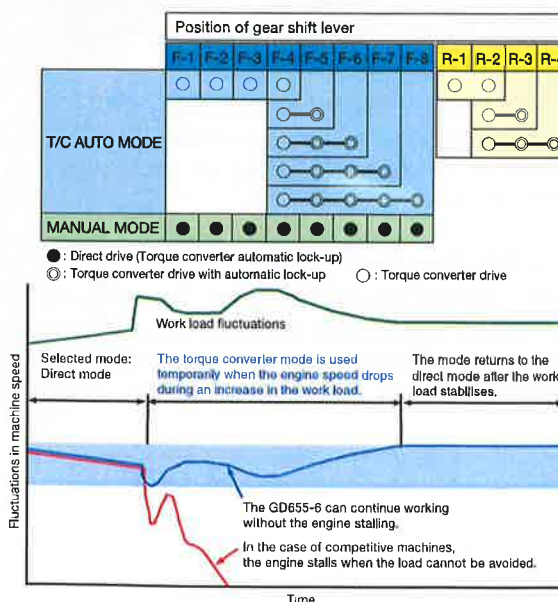
If the load increases further, the engine may stall in manual mode similar to competition using a direct drive transmission. The engine stall prevention function will engage prior to the engine stall, it automatically changes to auto mode (with torque converter) to avoid stalling.

Electronic over-speed protection

helps prevent engine and transmission damage from premature downshifting and grade-induced over speeding.

Smooth shift with the torque converter curves

during lock-up shifting will protect operator and the equipment such as engine and transmission by minimise the shift shock.



ECONOMY & DURABILITY FEATURES

Higher Productivity & Lower Fuel Consumption

New variable displacement hydraulic piston pump for reducing pressure loss, improvements in transmission and axles for improving energy saving, and the sophisticated electronic control of the engine operation to achieve optimal energy efficiency, all combined, realise maximum 5% better fuel consumption in the field compared with the GD655-5.

Fuel consumption maximum

5% reduction (P mode)
15% reduction (E mode)

(Compared with GD655-5)

Control Valve with Closed-centre Load Sensing System (CLSS)

Komatsu Multifunctional Control Valve with CLSS Hydraulic System enable the constant cylinder speed, excellent simultaneous operation ability, and fine control.

1) Low operating effort

Electronic Proportional Blade / **Ripper Controls**, these Finger Tip controls reduce operator hand / wrist movement by 98%.

NEW Significantly reduced operator fatigue.

2) Low operating effort

Palm Control or Standard Size **Steering Wheel** for Steering Function.

NEW Significant Safety Feature High Speed Road Travel.

3) Balanced flow

When the operator uses several controls at the same time, flow is proportional to ensure several implements can operate simultaneously.

4) Constant implement speed

Implement speed is constant regardless of engine speed because of the large pump output and proportional flow control function.

Auto Idle Stop Function

When the engine has been idling for certain time, the engine stops automatically to reduce unnecessary fuel consumption and exhaust emissions. The duration before the engine shutdown can be easily programmed.



Large Cooling Capacity

The arrangement of the cooling system is redesigned and the hydraulic driven cooling fan provides an air flow rate that is proportioned to cooling requirement, this reducing fuel consumption.

Longest Wheelbase & Short Turning Radius

The longest wheel base enables, a superior grading with a long blade. On the other hand, the turning radius is short, and provides excellent maneuverability.

Power on Demand

Normally, the variable displacement pump idles at low output. When it senses a load requirement, the pump supplies quick flow and pressure to match the demand. The result is less hydraulic system heat, quick response and lower fuel consumption.



Change in the Material of Circle Wear Plate to a Resin

The change to a resin prevents the scratches on the surface of the circle and provides the longer service life.

Battery Location

In order to avoid issues to the power supply circuit or a malfunctioning battery corrected by contamination, the battery is installed in a position where sand and dust floating in the air does not accumulate in battery compartment.

Rubber Clamps

Rubber clamps are used in many places to protect the hydraulic hoses.

Double Seal Cylinder (Blade side shift cylinder)

A double-seal design is used for the blade side shift cylinder, which is installed near the ground, and thus susceptible to damage by dirt. Environmentally friendly by preventing oil leakage from the cylinder.



Reinforced Blade Circle

Durability is improved by the increase in the circle's cross-sectional area, the addition of a drawbar reinforcing plate, and the adoption of a joint bar.

Reliability is improved by the reinforced front frame and drawbar.



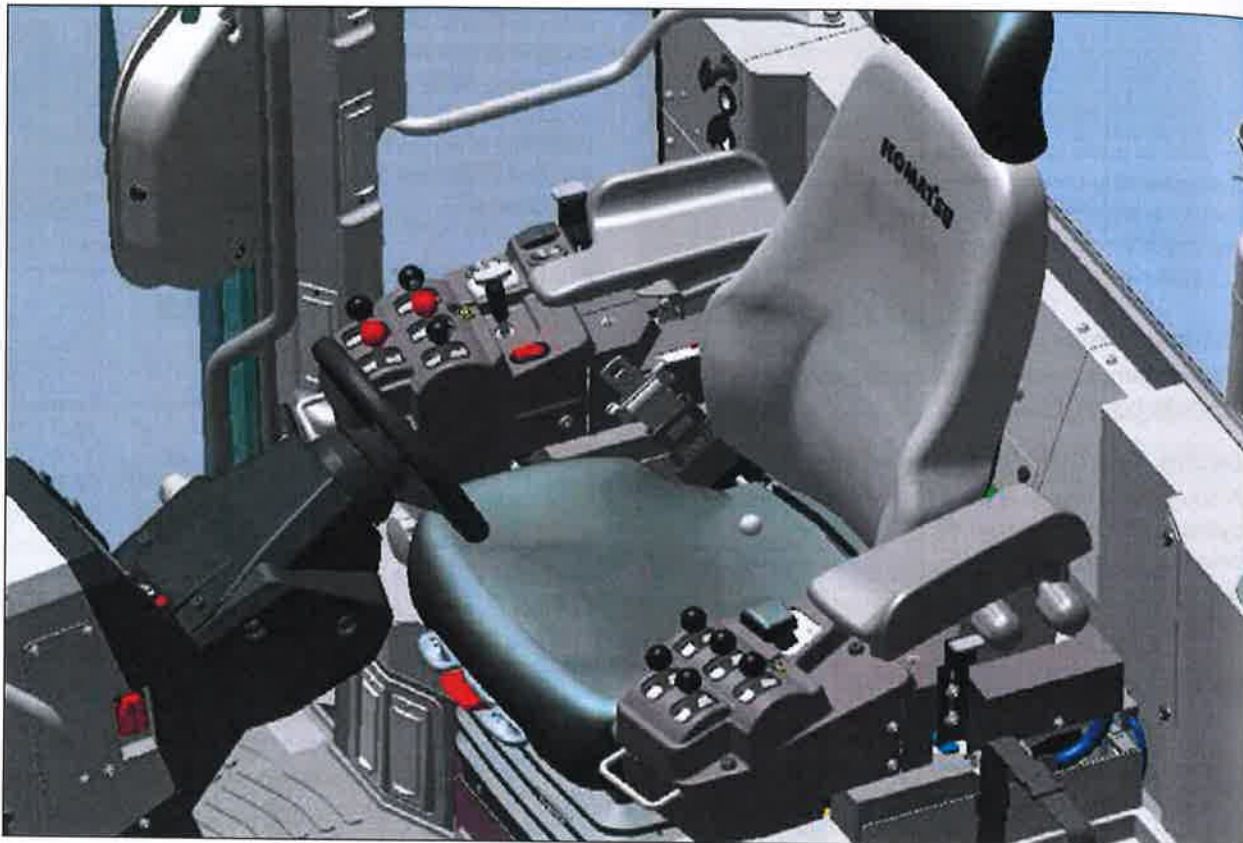
Blade Slide Screw Adjustment Quick and Easy Adjustment

NEW



OPERATOR ENVIRONMENT

All New Operator Station



ELECTRONIC PROPORTIONAL CONTROLS BLADE & RIPPER
PALM CONTROLLED STEERING FUNCTION OR COVENTIONAL STEERING WHEEL
ELECTRONIC CONTROLLED OPERATOR ARM WRIST RESTS

93% Reduction in Operator Hand Wrist Movement compared to previous models

The Future is at your Finger Tips

ROPS/FOPS Cab

Cab is low profile enclosed ROPS/FOPS.
(ISO 3471/ISO 3449)

The wide field of vision and roomy cab interior reduce operator fatigue.



Excellent Rear View

With excellent rearview visibility, an operator can easily check if the rear grading condition is safe for moving backward.



Topcon 3D Plug & Play standard fitment

Palm Control or Steering Wheel / Steering Systems **NEW**
Electronic Arm Rests for operator arm support and comfort **NEW**



Rear View Monitoring System

The operator can view the rear of the machine with a full colour monitor that is located on the front of the cab. Visual guidelines can also be added for more convenience.



Low Noise

New hydraulically driven fan and redesigned layout of the cooling system achieve a low noise level.

Operator's ear dynamic noise level (ISO6396)

74 dB (A)

Circumference dynamic noise level (ISO6395)

106 dB (A)

(Typical test data at Komatsu test centre)

Suspension Seat

The suspension, fabric covered seat which is adjustable to the operator's weight is provided as standard. The suspension seat dampens vibrations transmitted from the machine and reduces operator fatigue. The seat features fold-up armrests and a retractable seat belt.



Air Conditioner

Well-positioned air conditioning vents keep the cab temperature comfortable regardless of the weather condition.



Standard Equipment

Lunch box tray



Cigarette lighter



Engine shutdown secondary switch



New transmission controls



Radio with Bluetooth & USB



Magazine box



Electronic Control Arm Rests

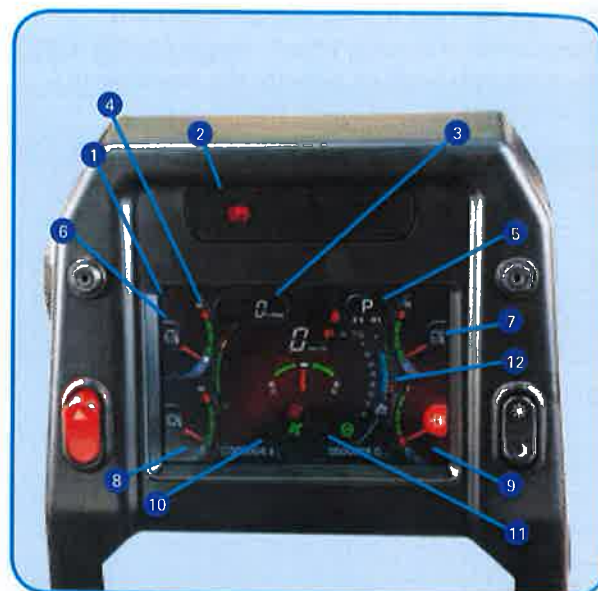


Machine Monitor

The machine monitor displays various machine information and allows for various settings of the machine. The Liquid Crystal Display (LCD) monitor is a 7-inch colour LCD and displays maintenance information, operation record, ECO guidance record, etc. The switch panel is used to select various screens. By using the switch panel, you can display various user menus on the LCD screen and adjust the machine settings.

Machine monitor

- | | |
|------------------------------------|--|
| 1 LCD unit | 7 Hydraulic oil temperature gauge |
| 2 LED unit | 8 Torque converter oil temperature gauge |
| 3 Speedometre | 9 Fuel gauge |
| 4 ECO gauge | 10 Message pilot lamp |
| 5 Shift indicator | 11 Pilot lamps |
| 6 Engine coolant temperature gauge | 12 DEF level gauge |

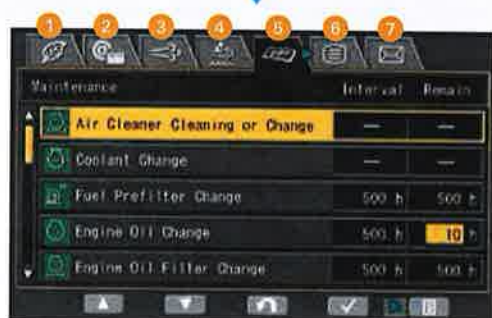


Visual user menu

Pressing the menu switch on the switch panel displays the user menu screen. The menus are grouped for each function, and use easy-to-understand icons which enable the machine to be operated intuitively.



Menu switch



- 1 Energy saving guidance
- 2 Machine settings
- 3 Aftertreatment devices regeneration
- 4 SCR information
- 5 Maintenance
- 6 Monitor setting
- 7 Mail check

Operator ID function

An operator ID can be set for each operator and used to manage operation information of individual machines via KOMTRAX data. Data sent from KOMTRAX can be used to analyse operation status by operator as well as by machine.



Machine monitor with troubleshooting function to minimise downtime

Various metres, gauges and warning functions are centrally arranged on the machine monitor. The monitor simplifies startup inspection and promptly warns the operator with a lamp and buzzer if any abnormalities should occur. In addition, countermeasures are indicated in 4 levels to ensure safety and help prevent the machine from having major problems. Replacement times for oil and filters are also indicated.



KOMTRAX

Assists Customer's Equipment Management and Contributes to Fuel Cost Cutting

Energy Saving Operation

ECO guidance

In order to optimum operation, the following 4 guidance messages are displayed for fuel saving operation

- 1) Excessive engine idling event
- 2) Excessive stepping on accelerator event
- 3) Recommendation of release acceleration at direction change.
- 4) Recommendation of shift up



ECO gauge

In order to help the operator to perform in an environmentally friendly way and minimise energy consumption, an easy-to-read "ECO gauge" is displayed on the machine monitor screen.

Operation record, fuel consumption history, and ECO guidance record

The ECO guidance menu enables the operator to check the operation record, fuel consumption history and ECO guidance record from the ECO guidance menu, using a single touch, thus enabling the total fuel consumption to be reduced.



Equipment Management Support

KOMTRAX terminal installed on your machine collects and sends information such as machine location, working record, machine conditions, etc. using wireless communication. You can review the KOMTRAX data remotely via the online application. KOMTRAX not only gives you the power of knowledge on your machine, but also the convenience of managing your fleet on the web. In addition to existing items, the following new information is provided.

- DEF consumption logs
- Operation information of each operator for operator identification function

Energy-saving Operation Support Report

KOMTRAX provides various useful information which includes the energy-saving operation support report based on the operating information of your machine such as fuel consumption and idle time.



MAINTENANCE FEATURES

Easy Access to Service Areas

- Large hinged lockable doors are standard and provide easy access to the engine and radiator service points. Spin-on filters can be changed quickly.
- The fuse panel is located in the cab. Circuits and fuse sizes are clearly identified.
- The tandem oil check point is conveniently located at the end of the tandem.
- Refueling from the ground is easy.
- Engine oil, hydraulic oil and coolant drains are in the place maintained easily.
- The tandem axle step is provided with a punched metal foot plate to ensure safety during maintenance and inspection. Also, this machine is considered to safe getting on and off.



Ground refueling



Battery Disconnect Switch

For inspection and maintenance, the batteries can be disconnected with this switch when repairing the machine or checking batteries.



Easy Access DEF Tank

Located at the right rear side of radiator grille, for easy to access. A convenient sight gauge is provided.



Maintenance Information

"Maintenance time caution lamp" display

When the remaining time to maintenance becomes less than 30 hours*, the maintenance time monitor appears. Pressing the menu switch the monitor to the maintenance screen.

* : The setting can be changed within the range between 10 and 200 hours.



Maintenance screen

Aftertreatment devices regeneration automatic display

When it is necessary to carry out manual regeneration (the manual stationary regeneration) of the KDPF, the display automatically switches to the aftertreatment device regeneration screen to inform the operator.



Aftertreatment device regeneration screen

Supports the DEF level and refill timing

The DEF level gauge is displayed continuously on the right side of the monitor screen. In addition, when the refill timing* is reached, the DEF low level guidance appears as a pops up display to inform the operator in real time.

* : The 2014 standard covering specific special automobile exhaust gases stipulates that when the DEF level becomes very low, the engine output is limited by law.



DEF level gauge



DEF low level guidance



SPECIFICATIONS



ENGINE

Model Komatsu SAA6D107E-3 Final Tier 4 Emission
 Type Water-cooled, 4-cycle, direct injection
 Aspiration Turbocharged, aftercooled, cooled EGR
 Number of cylinders 6
 Bore 107 mm
 Stroke 124 mm
 Piston displacement 6.69 L
 Gross horsepower (Manual mode)

P-mode

Gear 1-3 137 kW 183 HP / 2000 min⁻¹
 Gear 4-6 151 kW 203 HP / 2000 min⁻¹
 Gear 7-8 165 kW 221 HP / 2100 min⁻¹

E-mode

Gear 1-6 137 kW 183 HP / 2000 min⁻¹
 Gear 7-8 165 kW 221 HP / 2100 min⁻¹

Net horsepower (Manual mode)

P-mode

Gear 1-3 135 kW 180 HP / 2000 min⁻¹
 Gear 4-6 150 kW 200 HP / 2000 min⁻¹
 Gear 7-8 163 kW 218 HP / 2100 min⁻¹

E-mode

Gear 1-6 135 kW 180 HP / 2000 min⁻¹
 Gear 7-8 163 kW 218 HP / 2100 min⁻¹

Max. torque 941 N·m 96.0 kg·m / 1450 min⁻¹

Torque rise 30 %

Fan speed Max. 1450 min⁻¹

Air cleaner 2-stage, dry-type

* Net horsepower output for standard (SAE J1349) including air cleaner, alternator (not charging), water pump, lubricating oil, fuel pump, muffler and fan running at minimum speed.

U.S. EPA Tier 4 Final and EU Stage 4 emissions certified.



TRANSMISSION AND TORQUE CONVERTER

Full power shift transmission with integral free wheeling stator torque converter and lock-up.

Speeds (at rated engine speed)

Gear	Forward	Reverse
1st	3.4 km/h	4.5 km/h
2nd	5.0 km/h	9.2 km/h
3rd	7.0 km/h	20.3 km/h
4th	10.2 km/h	40.3 km/h
5th	15.4 km/h	-
6th	22.3 km/h	-
7th	30.6 km/h	-
8th	44.3 km/h	-



TANDEM DRIVE

Oscillating welded box section 520 mm x 202 mm
 Side wall thickness: Inner 22 mm
 Outer 19 mm
 Wheel axle spacing 1525 mm
 Tandem oscillation 11° forward, 13° reverse



FRONT AXLE

Type Solid bar construction welded steel sections
 Ground clearance at pivot 620 mm
 Wheel lean angle, right or left 16°
 Oscillation, total 32°



REAR AXLE

Alloy steel, heat treated, full floating axle with lock/unlock differential.



WHEELS, FRONT AND REAR

Bearings Tapered roller
 Tyres 17.5xR25, Tubeless
 Tyre rims (demountable) 13" three-piece rims



STEERING

Hydraulic power steering providing stopped engine steering meeting ISO 5010.
 Minimum turning radius 7.4 m
 Maximum steering range, right or left 49°
 Articulation 25°



BRAKES

Service Brake. Foot operated, sealed oil disc brakes, hydraulically actuated on four tandem wheels

Parking Brake. Manually actuated, spring applied, hydraulically released caliper



FRAME

Front Frame Structure
 Height 300 mm
 Width 300 mm
 Side 16 / 32 mm
 Upper, Lower 25 mm



DRAWBAR

A-shaped, u-section press formed and welded construction for maximum strength with a replaceable drawbar ball.
 Drawbar frame 210 x 22 mm



CIRCLE

Single piece rolled ring forging. Six circle support shoes with replaceable wear surface. Circle teeth hardened on front 180° of circle.

Diameter (outside) 1530 mm
Circle reversing control hydraulic rotation 360°



MOLDBOARD

Hydraulic power shift fabricated from high carbon steel. Includes replaceable metal wear inserts, cutting edge and end bits. Cutting edge and end bits are hardened.

Dimensions 4230 x 660 x 25 mm
Arc radius 432 mm
Cutting edge 152 x 16 mm
Replaceable/Reversible side edges 156 x 16 x 456 mm
Blade pull
Base GVW 10100 kg
With ripper GVW 10980 kg
Blade down pressure
Base GVW 6940 kg
With ripper GVW 8400 kg



BLADE RANGE

Moldboard side shift:

Right 820 mm
Left 820 mm
Maximum shoulder reach outside rear tyres (frame straight)
Right 2000 mm
Left 2000 mm
Maximum lift above ground 480 mm
Maximum cutting depth 615 mm
Maximum blade angle, right or left 90°
Blade tip angle 40° forward, 5° backward



HYDRAULICS

Load-sensing closed centre hydraulics with variable displacement piston pump. Electronic Proportional Blade Control reduced operator hand wrist control valves with preselected maximum flow setting to each function. Double acting anti-drift check valves on blade lift, tip, circle shift, articulation, and leaning wheels.

Output (at engine rated rpm) 200 L/min
Standby pressure 3.4 MPa 35 kg/cm²
Maximum system pressure 20.6 MPa 210 kg/cm²



INSTRUMENT

Electric monitoring system with diagnostics:

Gauges:

Standard . . . articulation, engine coolant temperature, fuel level, speedometre transmission shift indicator, engine tachometre, torque converter oil temperature

Warning lights/Indicator:

Standard . . . battery charge, brake oil pressure, blade float, brake oil pressure, inching temperature, directional indicator, engine oil pressure, hydraulic oil temperature, heater signal, lift arm lock, parking brake, differential lock, torque converter oil temperature, eco, P mode, fan reverse, rpm set, high beam, working lights



CAPACITIES (REFILLING)

Fuel tank 390 L
DEF tank 37 L
Cooling system 30 L
Crank case 23 L
Transmission 45 L
Final drive 17 L
Tandem housing (each) 57 L
Hydraulic system 69 L
Circle reverse housing 7 L



OPERATING WEIGHT (APPROXIMATE)

Includes lubricants, coolant, full fuel tank.

With rear mounted ripper and front push plate:

Total 19260 kg
On rear wheels 13825 kg
On front wheels 5435 kg



RIPPER

Ripping depth, maximum 425 mm
Ripper shank holders 5
Ripper shank holder spacing 534 mm
Penetration force 9390 kg
Pryout force 17600 kg
Machine length increase, beam raised 690 mm



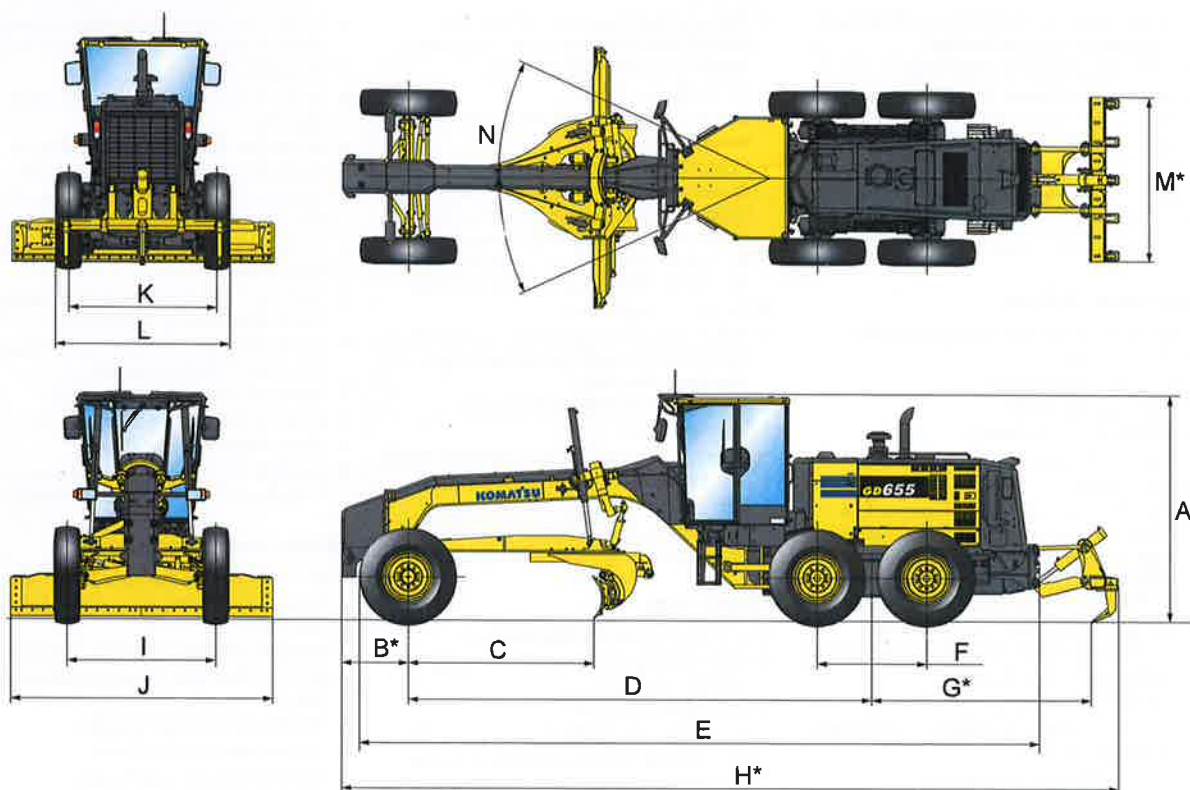
REAR SACRIFIER

Rear

Working width 2186 mm
Scarifying depth, maximum 165 mm
Scarifier shank holders 9
Scarifier shank holders spacing 267 mm



DIMENSIONS



A	Height: Low profile cab	3200 mm
B*	Centre of front axle to counterweight (Pusher)	930 mm
C	Cutting edge to centre of front axle	2580 mm
D	Wheelbase to centre of tandem	6495 mm
E	Front tyre to rear bumper	9510 mm
F	Tandem wheelbase	1525 mm
G*	Centre of tandem to back of ripper	3065 mm
H*	Overall length	10875 mm
I	Tread (front)	2070 mm
J	Width of standard moldboard	4320 mm
K	Tread (rear)	2060 mm
L	Width over tyres	2600 mm
M*	Ripper beam width	2305 mm
N	Articulation, left or right	25°

*optional



STANDARD EQUIPMENT

ENGINE AND RELATED ITEM

- Engine: Komatsu SAA6D107E-3, EPA Tier-4 Final and EU Stage 4 Certified
- Turbocharged and Air Aftercooled
- Variable Horse Power Net 135Kw – 163Kw
- Double Element Air Cleaner and Dust Indicator
- Air Intake Extension
- Pre-Cleaner, Turbo II
- Fuel Line Pre-Filter
- Hydraulic Reversing Fan
- Hood-Sides for Engine Compartment

ELECTRICAL SYSTEM

- KOMTRAX Total Fleet Management Tool
- Alarm Backup
- Alternator 24volt 90Amp
- Battery 2x12V 140Ah
- Battery Disconnect Switch
- Dome Light Cabin
- Horn Electric
- Indicators, Parking Brake, Differential lock, Blade Float, Lift Arm Locks, High Beam, Eco Engine, Engine P Mode, Cooling Fan Reverse, RPM Set, Oil Pressure, Battery Charge, Brake Oil Pressure, Differential Oil Temperature
- Lights Back-Up, Stop, Tail, Directional, headlights (2 halogen type, front mounted bar)
- Work Lamps Front (4) Rear (2)
- Cab Mount Work Lamps (4)
- Dual Roof Mounted LED Beacons with Guards
- Multi-Colour monitor
- Rear View Monitor and Camera

OPERATOR ENVIRONMENT

- Cab Low Profile Enclosed ROPS/FOPS (ISO3471/ISO3449) with Safety Tinted Glass Windows with Wipers & Washers
- Air conditioner R134a
- Console, Adjustable with Instrument Panel Monitoring System
- Monitor Includes, LCD Unit, LED Unit, Speedometer, ECO Gauge, Shift Indicator, Engine Coolant Temperature, Hydraulic Oil Temperature Gauge, Torque Converter oil temperature Gauge, Fuel Gauge, Message Pilot Lamp, Pilot Lamps, DEF Level Gauge
- Topcon 3D Plug & Play
- Seat Air Suspension (150Kgs Capacity) Deluxe Adjustable Cloth with Canvas Seat Cover and retractable Seat Belt
- AM/FM Radio with Bluetooth & USB Communications
- Mirrors, Interior Cab, RH & LH External Mirrors
- Sound Suppression, Cab and Floor Mat
- Wipers Front, Doors and Rear Window
- 2 x DC12V electrical Outlets /1 12volt (10A) Power Point

POWER TRAIN

- Axle, rear full floating, planetary type
- Brake, Parking spring applied hydraulic released, disc type
- Differential lock/unlock
- Dual mode transmission (F8-R4) powershift direct drive and torque convertor with auto shift, engine stall prevention function
- Service Brakes, fully hydraulic wet disc
- Tyres and Rims 17.5x R25 Tubeless Radials tyres on 13inch Rims

WORK EQUIPMENT & HYDRAULICS

- Circle, Draw Bar mounted 360deg Rotation, Hydraulic Blade Lift and Circle Side Shift
- Circle Slip Clutch
- Hydraulic System, Closed Center, Load Sensing
- Accumulators, Anti-Shock for Blade Lift
- Moldboard 4320mm x 645mm x 25mm
- Hydraulic Blade Side Shift and Hydraulic Tilt with Anti-Drift Check Valves
- Maximum Moldboard Angle Position 90deg Right & Left
- Steering, Full Hydraulic with Tilt Steering Wheel, Pus Leaning Front Wheels
- Frame articulation with Anti-Drift Valves and Articulation Return to Center
- 10 Section Hydraulic Control Valve
- Blade Lift Float Detent Style, LH & RH
- Ripper Assembly Rear Mounted
- Supplied with 3 Ripper Tynes with provision for 2 Additional Tynes & 9 Scarifier Tynes

OTHER STANDARD EQUIPMENT

- Painting, Komatsu Standard Colour Scheme
- Steps and Handrails, Rear, Right and Left Hand Side
- Vandalism Protection Includes Lockable Access to fuel Tank, Battery Cover and Engine Side Covers
- Tool Box with Lock on Tandems
- Tool box with lock on Y Frame
- Fuel Tank Ground Level Access
- Push Plate
- Front Steering Cylinder Guards



OPTIONAL EQUIPMENT

BLADES

- Moldboard: 3710 mm x 645 mm x 22 mm
- Moldboard Overlays
- Spare Cutting Edge Carrier
- Front Blade Lift or Lift & Tilt

TYRES & RIMS

- Tyres: 14.00-24 Radial on 3 Piece 10" Rims (Width 2,490 Mm; deduct 100 Kg for 6 Tyres and Rims)

SPARE TYRES & RIMS

- Spare Tyre Carrier Side Mount Rear – Hydraulic Raise Lower

CABIN

- Hinged Rear-view Side Mirrors
- Rear Window Internal Roll Up Blind
- Cabin Pressuriser for Severe Applications»
- Cabin External Air Conditioning Filtration for Severe Applications»

OTHERS

- Tow Hitch Various Options
- Auto Lube Systems Various Options
- Lighting Package Protection
- Over Dimension Signage
- Hand Wash Dispenser
- Machine Control Options
GD655-7 can be fitted with Trimble or Leica Systems in lieu of Topcon. Request quotation from your Sales Account Manager.

www.Komatsu.com.au

Printed in Australia

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Shire of Narambeen

Reference: 02/2019

Supply and Delivery of one (1) only new Caterpillar 12M Motor Grader



The Equipment Management Company
westrac.com.au

Westrac



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The Equipment Management Company
westrac.com.au

WesTrac





26 September 2019

SHIRE OF NAREMBEEN
1 Longhurst Street,
Narembeen WA 6369

ATTN: The Chief Executive Officer,

Please find enclosed our official quotation for the supply, delivery and licensing of:

Quotation Number: 02/2019 Motor Grader
ONE ONLY NEW CATERPILLAR 12M Motor Grader

We have endeavoured to supply all relevant information on our product and support facilities offered by WesTrac Pty Ltd.

Should you require additional information, please do not hesitate to contact the undersigned.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Brian Slater', is written over a horizontal line.

Brian Slater
ACCOUNT MANAGER
Caterpillar Cert. Sales. | WesTrac Pty Ltd | Building Construction & Local
Government Sales
t: (08)9362 9427
m: 0427 191 121
w: www.westrac.com.au

3. RESPONDENT'S OFFER

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN OFFER FORM

The Chief Executive Officer
Shire of Narembeem
1 Longhurst St, Narembeem WA 6369

I/We . WESTRAC PTY LTD.....
(BLOCK LETTERS)

of 128-136 Great Eastern Highway, South Guildford, W.A., 6055.....
(ADDRESS)

ABN/GST Status: ... 63009 342 572..... ACN (if any):... 009 342 572.....

Telephone No: . (08) 9377 9444..... Fax No: . (08) 9377 1791.....

E-mail: .
brian.slater@westrac.com.au.....

**In response to RFT 02/2019 – SUPPLY AND DELIVERY OF ONE(1) NEW MODEL
MOTOR GRADER on the basis of trade in of one (1) used 2010 770G John Deere Motor
Grader and/or Outright Supply and Delivery of new Unit. Note please state pricing
option offered for absolute and final pricing and trade in unit pricing:**

The quoted price is valid up to three (3) months from the date of the Request closing unless
extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or
submission of this response irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the
prescribed format and submitted with this Response.

Dated this26..... day ofSeptember..... 2019.....

Signature of authorised signatory of Respondent: 

Name of authorised signatory (BLOCK LETTERS): .BRIAN SLATER.....

Position: ACCOUNT MANAGER.....

Address: 128-136 Great Eastern Highway, South Guildford, W.A., 6055.....

Witness Signature: . 

Name of witness: (BLOCK LETTERS): EMMET DONNELLY.....

RFT 02/2019 – Motor Grader – Shire of Narembeem

Address: 2 Reid Road, Perth Airport, W.A., 6105.....

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

PRICE INFORMATION

Respondents **must** complete the following "Price Schedule".

3.1.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts" .	"Discounts"	Tick if attached ☒

3.1.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes	
If No, please indicate your proposed price variation mechanism. Supply details and label it "Price Variation Mechanism" .	"Price Variation Mechanism"	Tick if attached ☐

3.1.3 PRICE SCHEDULE

QUOTE 55149 - 12M

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value	1	\$276,000.00	\$27,600.00	\$303,600.00

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee	N/A	N/A	N/A	N/A

***Trade ONLY or no-trade discount of \$10,000.00+gst**

QUOTE 55150 - 140

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (inc GST)
1	SUPPLY AND DELIVERY OF ONE (1) NEW MODEL MOTOR GRADER Shire of Narembreen	Net Cost of Trade Value	1	\$276,000.00	\$27,600.00	\$303,600.00

Line No	Service Description	Unit	Estimated Units	Price Offered (ex GST)	GST Component	Price Offered (Inc. GST)
1	Trade in Valuation and/or Private Tender Submission for Outright Sale and Purchase of 2010 770G John Deere Motor Grader	Fee	N/A	N/A	N/A	N/A

***Trade ONLY or no-trade discount of \$10,000.00+gst.**

WesTrac discount of \$2,000.00 on 140 grader only, delivery Jan 2020.

PLEASE STATE NET PRICING AND STATE NET SUPPLY AND DELIVERY PRICING TO CONFIRM FINAL PRICING OFFERED FOR THE TENDERED UNIT.

RETURN THIS SECTION TO THE SHIRE OF NAREMBEEN

SPECIAL CONDITIONS

4. CONTRACTOR SAFETY AGREEMENT

REQUIREMENTS FOR CONTRACTORS

Prior to the commencement of contracted works all contractors are required have regard to their roles and responsibilities while at the site. Online induction is available when requested by the Shire of Narembreen.

I, the contractor am aware of and will abide with the following:

- Have provided all applicable licenses and insurances (e.g. workers' compensation and public liability) are current and have been provided to the Shire of Narembreen.

List Insurance expiry dates and amounts insured for the following:

Worker's Compensation or Personal Accident Insurance:

Date 30/06/2020 \$200,000,000.....

Common Law:

Date / / N/A.....

Public Liability Insurance:

Date 30/06/2020 \$20,000,000.....

Motor Vehicle/Machinery Insurance:

Date 30/06/2020 \$ 20,000,000.....

(Please attach Certificates of Currency)

- I and my contractors or employees will contact the Shire of Narembreen and sign the in/out register (if available) held at the premises/site when they attend site.
- All access arrangements are to be made with the relevant person if available or by contacting on (08) 9064 7308.



WesTrac Pty Ltd
A.B.N. 63 009 342 572

Quote Number: 55149
Date: 25/09/2019

SHIRE OF NAREMBEEN
1 LONGHURST STREET
NAREMBEEN WA 6369

Safety Note: Remember never to operate a machine until you are familiar with the Operation & Maintenance manual. For Safety Tips and helpful information go to www.safety.cat.com

ONE (1) ONLY NEW CATERPILLAR 12M 14' MOTOR GRADER
ID: PC112547 SERIAL NO: 0B9201080
"SUBJECT TO PRIOR SALE"

Includes the following specifications:-

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator through messenger and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, AUTO
Drain, engine oil, ecology
Electronic over speed protection
Engine:
-C7 with ACERT technology, diesel, with automatic engine derate and idle control.
Fuel-water separator
Muffler, under hood
Parking brake, multi-disc, sealed and oil cooled
Priming pump, fuel
Rear axle, modular
Sediment drain, fuel tank
Tandem drive
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horsepower Plus)
EIS (Engine Idle Shutdown)

ELECTRICAL

Alarm, back-up
Alternator, 80 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Cab harness and electrical hydraulic valves
Electrical system, 24V
Grade control ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing

Lights, roading, roof-mounted
Lights, stop and tail, LED
Product link ready
Starter, electric

OPERATOR ENVIRONMENT

Accelerator
Air conditioning with heater
Arm and wrist rest, adjustable
Articulation, automatic return to center
Power port
Centershift pin indicator
Coat hook
Cupholder
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab:
-Fuel, articulation, engine coolant temp, engine RPM, and hydraulic oil temp
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls (right/left blade lift with float position, blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)
Joystick hydraulic power steering
Ladders, cab, left and right side
Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power Port, 12V
Radio Ready, Entertainment
ROPS cab, sound suppressed 70dB(A) ISO 6394
Seat, cloth-covered, comfort suspension
Seat belt, retractable 76.2mm (3")
Storage area for cooler/lunchbox
Throttle control, electronic

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.

All prices quoted are valid for fourteen (14) days from the date of this quotation and are subject to confirmation.

Prices are subject to change without notice.

All goods supplied are subject to WesTrac Pty Ltd's Terms & Conditions of Sale & Service which are attached to this quotation.

WE THANK YOU FOR YOUR VALUED BUSINESS



WesTrac Pty Ltd
A.B.N. 63 009 342 572

Quote Number: 55149
Date: 25/09/2019

Windows laminated glass:
-Fixed front with intermittent wiper
-Side and rear (3)
Cab storage

FLUIDS

Antifreeze
Extended life coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Anti-glare paint
Bumper, rear, integrated with hitch
CD ROM parts book
Clutch, circle drive slip
Cutting edges, 152mm x 16mm (6" x 5/8")
curved DH-2 steel, 19mm mounting
bolts (3/4")
Doors, 3 engine compartment, (two left
hand, one right hand,) locking
Drawbar, 6 shoe with replaceable
wear strips
Electrical hydraulic valves, base 8
Endbits, 16mm (5/8") DH-2 steel,
19mm(3/4") mounting bolts

Fluid check, ground level
Frame, articulated with safety lock
Fuel tank, 416 liters (110 gallon)
Ground level engine shutdown
Ground level fueling
Hammer (emergency exit)
Horn, electric
Hydraulic lines for base functions
Lockout, hydraulic implement (for roading and servicing)
Moldboard, 3658mm x 610mm x 22mm
(12'x 24" x 7/8")
Mounting, cab roof accessories
Pump, hydraulic, high capacity
(98cc/6cu in)
Radiator, cleanout access
Secondary steering
Serviceability, LH side
SOS ports, engine, hydraulic,
transmission, coolant, fuel
Tandem walkway/guards
Tool box

Factory Fitted Equipment

0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P2633	RUST PREVENT. FOR HOSE COUPL.
0P9002	LANE 2 ORDER
2466705	DRAIN, GRAVITY, ENGINE OIL
2486925	TRANSMISSION, AUTOSHIFT
2503071	PUSH PLATE, COUNTERWEIGHT
2520775	TIRES, 17.5R25 BS VKT * D2A MP
2532724	ALTERNATOR, 150 AMP (AC)
2610610	COMPRESSOR/TANK, AIR
3052927	LINES,STANDARD W/O ACCUMULATOR
3086276	TOWING GROUP, 45 MM PIN
3089370	HEADLIGHTS,FRONT, LOW, HALOGEN
3236970	GUARD GP, HITCH
3240889	RIPPER/SCARIFIER
3493047	MOLDBOARD, 4.3M BASIC
3493051	WEATHER, STANDARD
3548706	YEAR OF MANUFACTURE PLATE
3611879	CERT EMISSIONS, OTHER REG
3641989	INSTALLATION ARRANGEMENT
3655539	BASE + 1 (RIP)
3662459	GUARD, TRANSMISSION
3744558	LIGHTS, WORKING, PLUS, HALOGEN
3771602	SOUND SUPPRESSION (BOTTOM)
3826931	FUEL TANK, STANDARD
3914396	CAMERA, REAR VISION
3936123	12M MOTOR GRADER
3936148	LANGUAGE AR-BRITISH(W/SYMBOLS)

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.

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WE THANK YOU FOR YOUR VALUED BUSINESS



WesTrac Pty Ltd
A.B.N. 63 009 342 572

Quote Number: 55149
Date: 25/09/2019

4217810	LIGHTS, ROADING, HALOGEN
4261255	AUSTRALIAN PRESS VESSEL REG
4352072	CONTROL,AUTO ARTICULATION-FULL
4470898	COOLANT, 50/50, -35C (-31F)
4588701	JOYSTICK CONTROLS, ADVANCED
4626393	GRADE CONTROL X SLOPE
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER
5654306	AUSTRALIAN ARRANGEMENT

Locally Sourced Equipment

SUPPLY TOOL KIT
SUPPLY SERVICE KITS 500, 1000, 2000 hours
SUPPLY 3 KEYS
SUPPLY 2 INCH TOW BALL
SUPPLY & INSTALL TRAILER PLUG (7 PIN)
SUPPLY & INSTALL SPARE TYRE & RIM
SUPPLY & INSTALL REAR SIGN HOLDER ON RIPPER
SUPPLY & INSTALL REAR LIGHT (INDICATOR & STOP) TO SPARE WHEEL CARRIER
SUPPLY & INSTALL SIDE MOUNT BOLT ON SPARE TYRE RIM & CARRIER
SUPPLY & INSTALL MOBILE PHONE REPEATER KIT WITH HIGH GAIN ANTENNA & CRADLE
SUPPLY & INSTALL DRIVE LIGHT AND 8 X WORK LIGHT GUARDS
SUPPLY & INSTALL AIR INFLATION KIT
SUPPLY & INSTALL 2.5KG FIRE EXTINGUISHER FITTED IN CAB
SUPPLY & INSTALL SEAT COVER CANVAS
SUPPLY & INSTALL SIGNWRITING
SUPPLY & INSTALL 2-WAY RADIO
SUPPLY & INSTALL BEACON/STROBE LIGHT x2
SUPPLY & INSTALL WINDOW TINTING
SUPPLY & INSTALL ENGINE SHUTOFF TURBO TIMER
SUPPLY & INSTALL FIRST AID KIT
SET OF BOOKS
12 MONTHS CONCESSIONAL LICENCE

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WE THANK YOU FOR YOUR VALUED BUSINESS



WesTrac Pty Ltd
A.B.N. 63 009 342 572

Quote Number: 55149
Date: 25/09/2019

Pricing Information

Selling Price Excluding G.S.T	\$388,000.00
Plus G.S.T.	\$38,800.00
<u>Selling Price Including G.S.T.</u>	<u>\$426,800.00</u>
Less Your Trade:	
JOHN DEERE 770G (626525)	\$112,000.00
Plus G.S.T.	\$11,200.00
Total Trade Including G.S.T.	\$123,200.00
<u>Net Change Over Price Including G.S.T.</u>	<u>\$303,600.00</u>

**THIS QUOTATION IS VALID FOR A PERIOD OF FOURTEEN (14) DAYS FROM THE DATE OF THE QUOTE.
YOUR OFFER TO PURCHASE THE GOODS PURSUANT TO THE QUOTATION MUST BE MADE WITHIN THIS PERIOD.**

WesTrac would like to offer a no-trade discount of \$10,000.00+gst

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WesTrac Pty Ltd
A.B.N. 63 009 342 572

Quote Number: 55149
Date: 25/09/2019

DELIVERY

4-7Weeks from date of order, SUBJECT TO PRIOR SALE and events of force majeure which will delay delivery and are beyond the control of WesTrac Pty Ltd.

Ex works Reid Road, Kewdale to Narembeen.

WARRANTY

60 MONTHS / 5000 HOURS POWERTRAIN, HYDRAULICS & TECHNOLOGY, whichever occurs first, from the date of delivery to the original customer.

Any attachment that, you the client, elect to fit to this new Caterpillar machine, which is not a genuine Caterpillar attachment and has not been approved by WesTrac Pty Ltd may void the machine warranty should it be determined by Caterpillar and/or WesTrac Pty Ltd that any failure on the machine is caused by fitting such an attachment I.E. Non Genuine Attachments are not covered by Caterpillar Warranty.

PAYMENT TERMS

Payment required **21** days from invoice date.

FINANCE

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Signature:

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Equipment Sales Representative | Marketing
Caterpillar Certified Sales Professional
t: (08) 9377-9427 | f: (08) 9379-4218 | m: 0427 191 121 | i: www.westrac.com.au

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WesTrac Pty Ltd.'s standard terms and conditions of sale form part of this document and, with an offer and acceptance executed by both parties, form the agreement between the parties for the sale and purchase of the Goods.

WesTrac Pty Ltd may accept or reject your offer to purchase, in its absolute discretion.

If WesTrac Pty Ltd accepts your offer to purchase, a binding contract will exist.

SHIRE OF NAREMBEEN

**ACCEPTED BY WESTRAC PTY LTD:
By:**

Signature of Customer

Authorised signatory

Signature of Witness

Date

Date

Terms and Conditions Attached. Our applicable terms and conditions are at:
<http://www.westrac.com.au/SiteCollectionDocuments/Terms%20and%20Conditions%20Sale%20of%20Goods%20and%20Services%20v17.pdf>

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A.B.N. 63 009 342 572

Quote Number: 55150
Date: 25/09/2019

SHIRE OF NAREMBEEN
1 LONGHURST STREET
NAREMBEEN WA 6369

Safety Note: Remember never to operate a machine until you are familiar with the Operation & Maintenance manual. For Safety Tips and helpful information go to www.safety.cat.com

ONE (1) ONLY NEW CATERPILLAR 140 MOTOR GRADER (new name for 12M)
ID: PC112715 SERIAL NO: TBA
"SUBJECT TO PRIOR SALE"

Includes the following specifications:-

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator through messenger and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, AUTO
Drain, engine oil, ecology
Electronic over speed protection
Engine:
-C7 with ACERT technology, diesel, with automatic engine derate and idle control.
Fuel-water separator
Muffler, under hood
Parking brake, multi-disc, sealed and oil cooled
Priming pump, fuel
Rear axle, modular
Sediment drain, fuel tank
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horsepower Plus)
EIS (Engine Idle Shutdown)

ELECTRICAL

Alarm, back-up
Alternator, 80 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Cab harness and electrical hydraulic valves
Electrical system, 24V
Grade control ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted

Lights, stop and tail, LED
Product link ready
Starter, electric

OPERATOR ENVIRONMENT

Accelerator
Air conditioning with heater
Arm and wrist rest, adjustable
Articulation, automatic return to center
Power port
Centershift pin indicator
Coat hook
Cupholder
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab:
-Fuel, articulation, engine coolant temp, engine RPM, and hydraulic oil temp
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls (right/left blade lift with float position, blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)
Joystick hydraulic power steering
Ladders, cab, left and right side
Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power Port, 12V
Radio Ready, Entertainment
ROPS cab, sound suppressed 70dB(A) ISO 6394
Seat, cloth-covered, comfort suspension
Seat belt, retractable 76.2mm (3")
Storage area for cooler/lunchbox
Throttle control, electronic
Windows laminated glass:

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Quote Number: 55150
Date: 25/09/2019

-Fixed front with intermittent wiper
-Side and rear (3)
Cab storage

FLUIDS

Antifreeze
Extended life coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Anti-glare paint
Bumper, rear, integrated with hitch
CD ROM parts book
Clutch, circle drive slip
Cutting edges, 152mm x 16mm (6" x 5/8")
curved DH-2 steel, 19mm mounting
bolts (3/4")
Doors, 3 engine compartment, (two left
hand, one right hand,) locking
Drawbar, 6 shoe with replaceable
wear strips
Electrical hydraulic valves, base 8
End blts, 16mm (5/8") DH-2 steel,
19mm(3/4") mounting bolts
Fluid check, ground level

Frame, articulated with safety lock
Fuel tank, 416 liters (110 gallon)
Ground level engine shutdown
Ground level fuelling
Hammer (emergency exit)
Horn, electric
Hydraulic lines for base functions
Lockout, hydraulic implement (for
roading and servicing)
Moldboard, 3658mm x 610mm x 22mm
(12x 24" x 7/8")
Mounting, cab roof accessories
Pump, hydraulic, high capacity
(98cc/6cu in)
Radiator, cleanout access
Secondary steering
Serviceability, LH side
SOS ports, engine, hydraulic,
transmission, coolant, fuel
Tandem walkway/guards
Tool box

Factory Fitted Equipment

0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P2633	RUST PREVENT. FOR HOSE COUPL.
0P9003	LANE 3 ORDER
2466705	DRAIN, GRAVITY, ENGINE OIL
2486925	TRANSMISSION, AUTOSHIFT
2503071	PUSH PLATE, COUNTERWEIGHT
2520775	TIRES, 17.5R25 BS VKT * D2A MP
2532724	ALTERNATOR, 150 AMP (AC)
2610610	COMPRESSOR/TANK, AIR
3052927	LINES, STANDARD W/O ACCUMULATOR
3086276	TOWING GROUP, 45 MM PIN
3089370	HEADLIGHTS, FRONT, LOW, HALOGEN
3236970	GUARD GP, HITCH
3240889	RIPPER/SCARIFIER
3493047	MOLDBOARD, 4.3M BASIC
3493051	WEATHER, STANDARD
3548706	YEAR OF MANUFACTURE PLATE
3641989	INSTALLATION AR, BOX
3655539	BASE + 1 (RIP)
3662459	GUARD, TRANSMISSION
3676905	GUARD, AXLE HOSE
3744558	LIGHTS, WORKING, PLUS, HALOGEN
3771602	SOUND SUPPRESSION (BOTTOM)
3826931	FUEL TANK, STANDARD
3914396	CAMERA, REAR VISION
3936129	LANGUAGE, ENGLISH
4217810	LIGHTS, ROADING, HALOGEN

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4261255	AUSTRALIAN PRESS VESSEL REG
4352072	CONTROL,AUTO ARTICULATION-FULL
4470898	COOLANT, 50/50, -35C (-31F)
4588701	JOYSTICK CONTROLS, ADVANCED
4626393	GRADE CONTROL X SLOPE
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER
5771376	140 14A MOTOR GRADER
5867488	AUSTRALIAN ARRANGEMENT

Locally Sourced Equipment

SUPPLY TOOL KIT
SUPPLY SERVICE KITS
SUPPLY 3 KEYS
SUPPLY 2 INCH TOW BALL
SUPPLY & INSTALL TRAILER PLUG (7 PIN)
SUPPLY & INSTALL SPARE TYRE & RIM
SUPPLY & INSTALL REAR SIGN HOLDER ON RIPPER
SUPPLY & INSTALL REAR LIGHT (INDICATOR & STOP) TO SPARE WHEEL CARRIER
SUPPLY & INSTALL SIDE MOUNT BOLT ON SPARE TYRE RIM & CARRIER
SUPPLY & INSTALL MOBILE PHONE REPEATER KIT WITH HIGH GAIN ANTENNA & CRADLE
SUPPLY & INSTALL DRIVE LIGHT AND 8 X WORK LIGHT GUARDS
SUPPLY & INSTALL AIR INFLATION KIT
SUPPLY & INSTALL 2.5KG FIRE EXTINGUISHER IN CAB
SUPPLY & INSTALL ENGINE SHUTOFF
SUPPLY & INSTALL WINDOW TINTING
SUPPLY & INSTALL FIRST AID KIT
SUPPLY & INSTALL BEACON/STROBE LIGHT X2
SUPPLY & INSTALL SIGNWRITING
SUPPLY & INSTALL 2-WAY RADIO
SUPPLY & INSTALL SEAT COVER CANVAS
SET OF BOOKS
12 MONTHS CONCESSIONAL LICENCING

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**WesTrac would like to offer a no-trade discount of \$10,000.00+gst
WesTrac discount of \$2,000.00 on 140 grader only, delivery Jan 2020**

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Ex works Reid Road, Kewdale to Narembeen.

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Signature:

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SHIRE OF NAREMBEEN

**ACCEPTED BY WES TRAC PTY LTD:
By:**

Signature of Customer

Authorised signatory

Signature of Witness

Date

Date

Terms and Conditions Attached. Our applicable terms and conditions are at:
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DISCOUNTS

	Description
1	Trade ONLY or no-trade discount of \$10,000.00+gst.
2	WesTrac discount of \$2,000.00 on 140 grader only, delivery Jan 2020



SAME CAT® MOTOR GRADER, NEW MODEL NUMBERS

The Cat® Motor Grader legacy dates back more than 85 years, having earned a reputation for innovation and high performance.

For much of this time the Motor Grader Model numbers have featured either a two or three-digit number followed by a letter designation, with the numerals remaining consistent and the letter typically changing with the release of a new model.

Earthmoving Equipment Magazine catches up with Caterpillar Product Specialist Darren Hodge to announce a major change in the identification of Cat Motor Graders.

The current Cat Motor Grader model numbers and letter designations don't easily identify with size or application – which can be confusing particularly where customers are researching equipment via digital platforms, Mr Hodge explained.

"From 2020, the Cat Motor Grader line up will simplify the model names, remove the letter series designation and identify them by construction or mining class. We have often been asked what the model 12M means compared to a 140M? Is the number referencing weight, horsepower or blade size? The answer is neither," Mr Hodge explained.

"Similarly, why do we have a two-digit number for some models and three for other, such as the 12M, 140M or 14M."

In 2020, the Motor Grader nomenclature (model names) will change to identify the model name relative to its size in the model lineup.

"Simplifying the model names will better help customers identify the size range and the machine's place in either the construction or mining class," Mr Hodge said.

"Our construction class models will be identified with a three digit number from the smallest to largest model: 120, 140, 150, 160; while the mining class will be identified with two digit number (14, 16, 18 and 24) representing the blade length."

- The 12M model name will be replaced by the number 140
- The 140M model name will be replaced by the new 150 model number
- The 160M model name will be replaced by the 160 model number
- The 120M model was recently replaced by the new 120 model

A CLEAR LINE OF SIGHT DOWN THE ROAD OF INNOVATION
CAT® MOTOR GRADERS: NEW NAMES. SAME PRODUCTIVITY AND COMFORT.

120	140	150	160	14	16	18	24
120M	12M	140M	160M	14MJ	16MJ	18MJ	24MJ
125-156hp	183-213hp	183-233hp	213-240hp	238-285hp	250-348hp	304-357hp	533hp

CONSTRUCTION MINING

LET'S DO THE WORK. CAT

"It is a simple new nomenclature system representing either the construction and mining class, relative size or blade length with no change to their weight, power, design or industry leading features," Mr Hodge said.

EEM: Why is the 12M model motor grader nomenclature being removed? There has been a Cat 12 Motor Grader model for 81 years – since 1938.

Hodge: Continuing to use the "12" as a two-digit model doesn't fit with the rest of the construction models using three digits. It is important to note we have not reduced the available models, there will be just as many model and price options in the future as there are today.

EEM: Do simplified model numbers mean fewer options?

Hodge: Not at all. In fact, customers will have more opportunity to configure graders for their specific needs, jobs and applications than they have in the past. Our new 120 replacing the 120M is a good example of this. Customers will have the choice of joystick steering and implement controls or steering wheel and lever controls, scalable blade control technology and

reduced maintenance for drawbar, circle and blade options.

EEM: The 12 model number designation has been around for a long time. How do you think customers will accept the change?

Hodge: The No. 12 has adorned Cat machines for more than 80 years, the longest of any model number in the company's motor grader product line-up. However, since the 1970s significant sales volume worldwide had shifted from the 12 to 140 size.

I expect customers will be accepting of this change, as we will continue to focus on addressing customer demands with an expanded product line together with a range of service and support offerings.

The Cat Motor Grader line-up has always featured leading edge technology irrespective of the model name, helping owners to achieve productivity advantages and assist operators to achieve greater levels of control in grading applications.

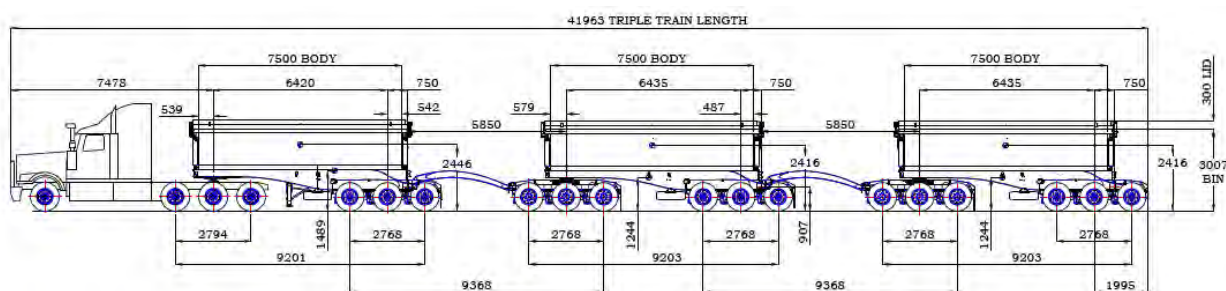
It is a simple change to model names, but the same range of Cat machines, same class leading technology and the same host of features that owners and operators worldwide value.

ATTACHMENT - AGENDA ITEM 8.4.2

Ramelius Resources – Traffic Route Proposal

1. OBJECTIVE

This proposal sets out the basis of agreement between Narembreen Shire and Tampia Operations for the trucking of gold ore from Tampia Mine to Edna May processing plant. This will be to support the application made to MRWA for a Performance Based PBS haulage system using triple road trains 42m in length, as shown below. The planned operation is to haul 750,000t of ore annually which equates to approximately 20 round trips per day. The trucking is on a 24-hour basis. The operation is planned to run for 2-3 years based on the current understanding of the ore body. These road trains are highly regulated and the loading systems are calibrated to prevent over loading. Strict compliance with all regulations is enforced. The vehicles are not permitted to deviate from the agreed route. It is estimated that operations will commence in late 2020.



PBS Triple Road Train

2. PLANNED ROUTE

The intended route is as shown on the map below. This identifies 4 intersections that require to be upgraded to suit the road trains. Tampia Operations have had all intersections surveyed and new intersections have been designed by Roads West to suit the swept paths of the proposed road trains. These intersections will be upgraded at Tampia Operations cost to the standard required by MRWA/Shires prior to the commencement of operation. Ramelius would consider proposals for this work to be undertaken by the Shire. Plans of the roads showing the proposed layouts are provided in the Appendices. Some intersections may require repositioning of services and Tampia Operation will arrange and pay for these as required,

The route is as follows:

Road	Km	Maintenance Responsibility
Mt Arrowsmith Road	9.5	Tampia Operations
Mt Walker Road	8.0	Narembreen Shire
Latham/Fricke Roads	3.6	Narembreen Shire
Merredin Road (Narembreen section)	30.8	Narembreen Shire
Merredin Road (Merriden Section)	36.5	Merredin Shire
GEH to Carrabin	42.0	MRWA
Carrabin to Enda May	10.0	Westonia Shire



Traffic Route Proposal Naremben Shire

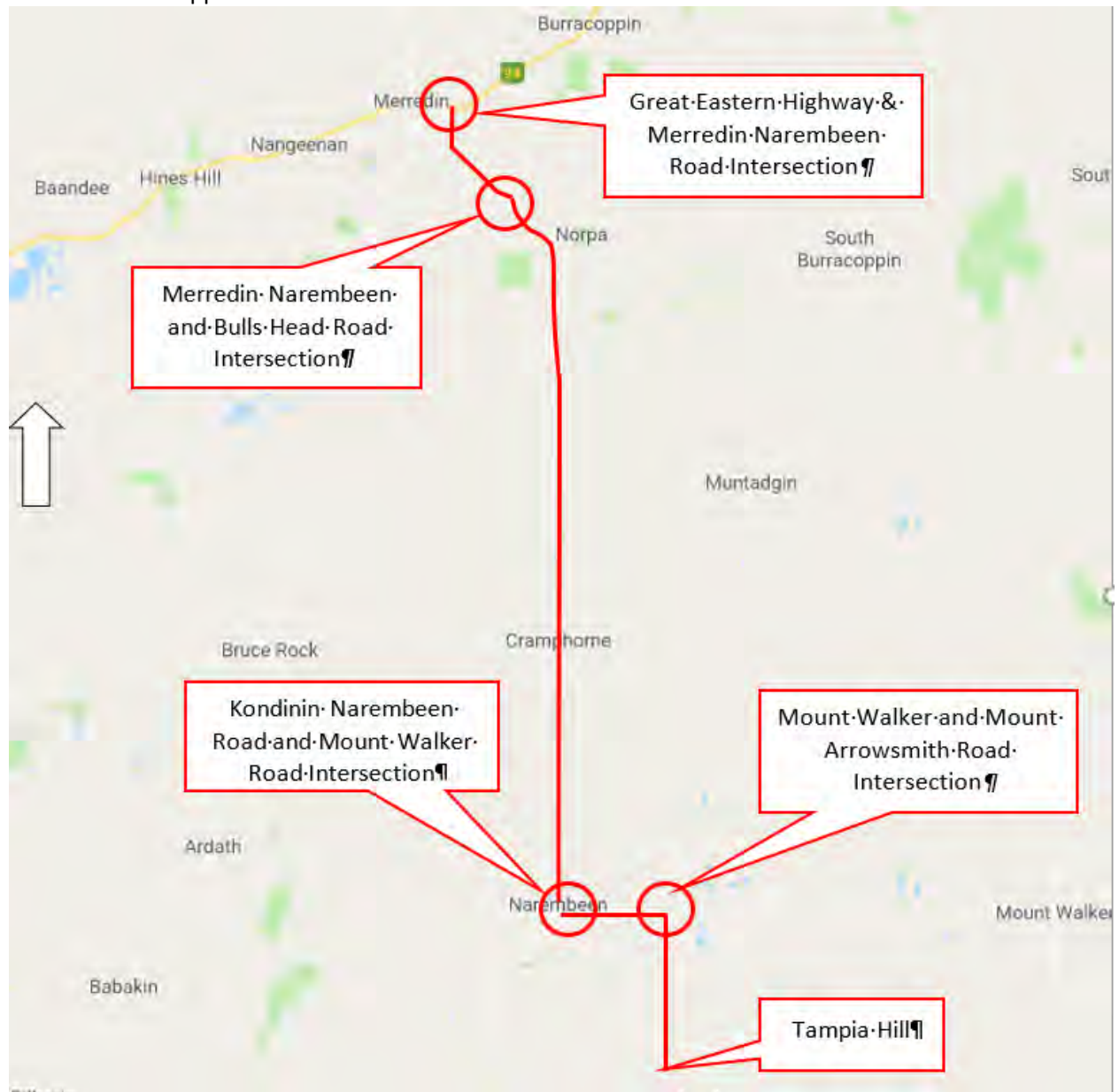
Page: 2 of 8

Tampia

Administration

Total	140.4
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The total length of the roads to be maintained by Naremben Shire is 42.4Km, Mt Arrowsmith road is excluded as this will be conditioned and maintained by Tampia operations, including water for dust suppression.



Overall Haulage Route.

3. MAINTENANCE COSTS

No Capital Cost contribution is proposed as Ramelius will upgrade the junctions as described in this proposal.

Ramelius propose a maintenance charge be assessed



Traffic Route Proposal Narembeen Shire

Page: 3 of 8

Tampia

Administration

The maintenance contribution will be paid on a 6 monthly basis calculated on the actual metric tonnes hauled. This will be a rate to be agreed but in line with rates paid to existing Shires. Assuming the mine produces the target of 750,000tpa the maintenance 6 monthly contribution will be calculated as:

$375,000t \times 42.4km \times \$0.00XX = \$xx,xxx$.

4. PROPOSAL

This proposal will allow the Shire to communicate with local stakeholders and enter into an agreement as a basis for Ramelius Tampia Operations to establish the PBS haulage route.



Traffic Route Proposal Narembeen Shire

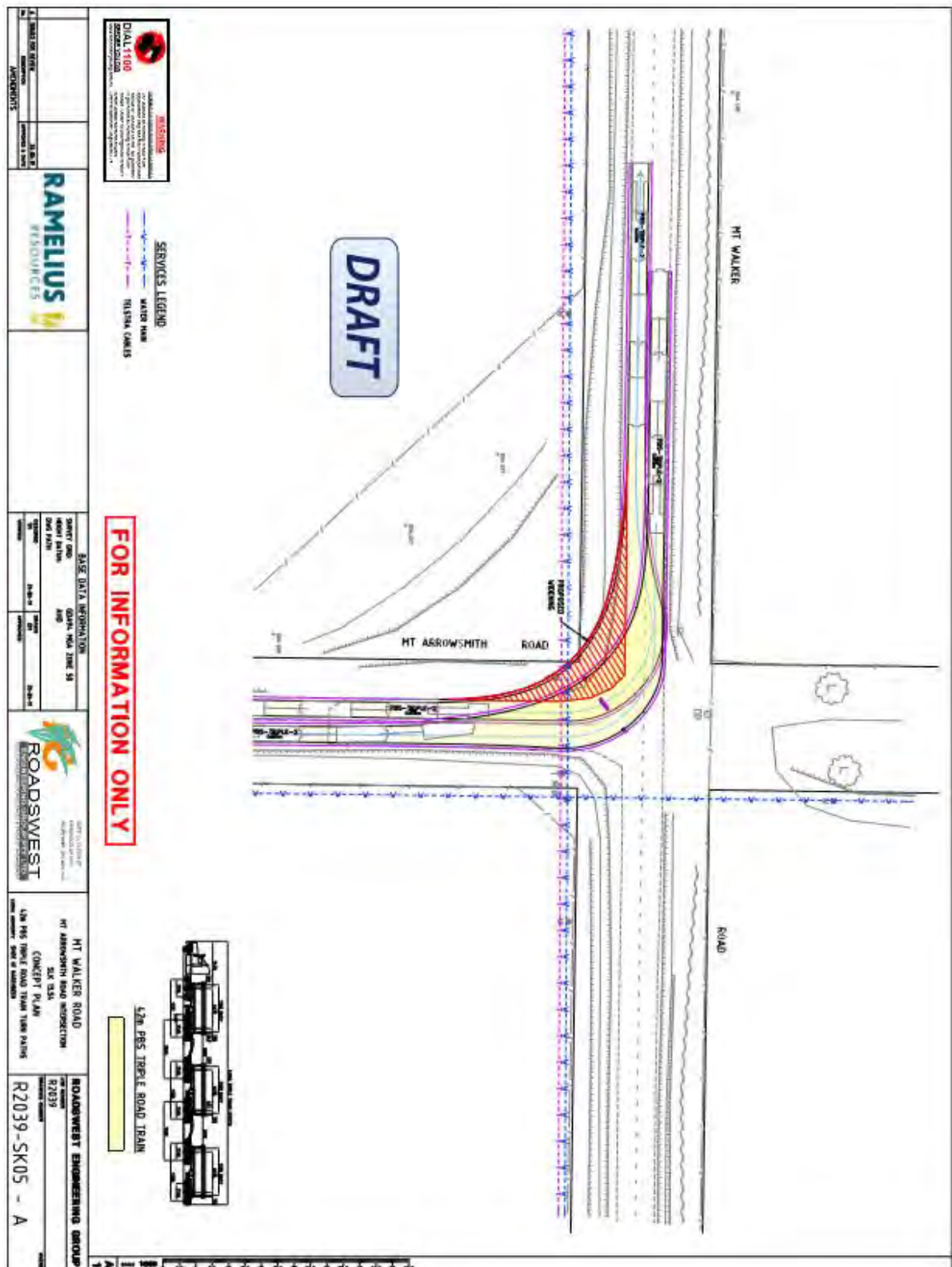
Page: 4 of 8

Tampia

Administration

Appendices

Mt Arrowsmith Junction Narembeen Shire





Traffic Route Proposal Narembeen Shire

Page: 5 of 8

Tampia

Administration

Mt Walker Latham (Narembeen Shire)

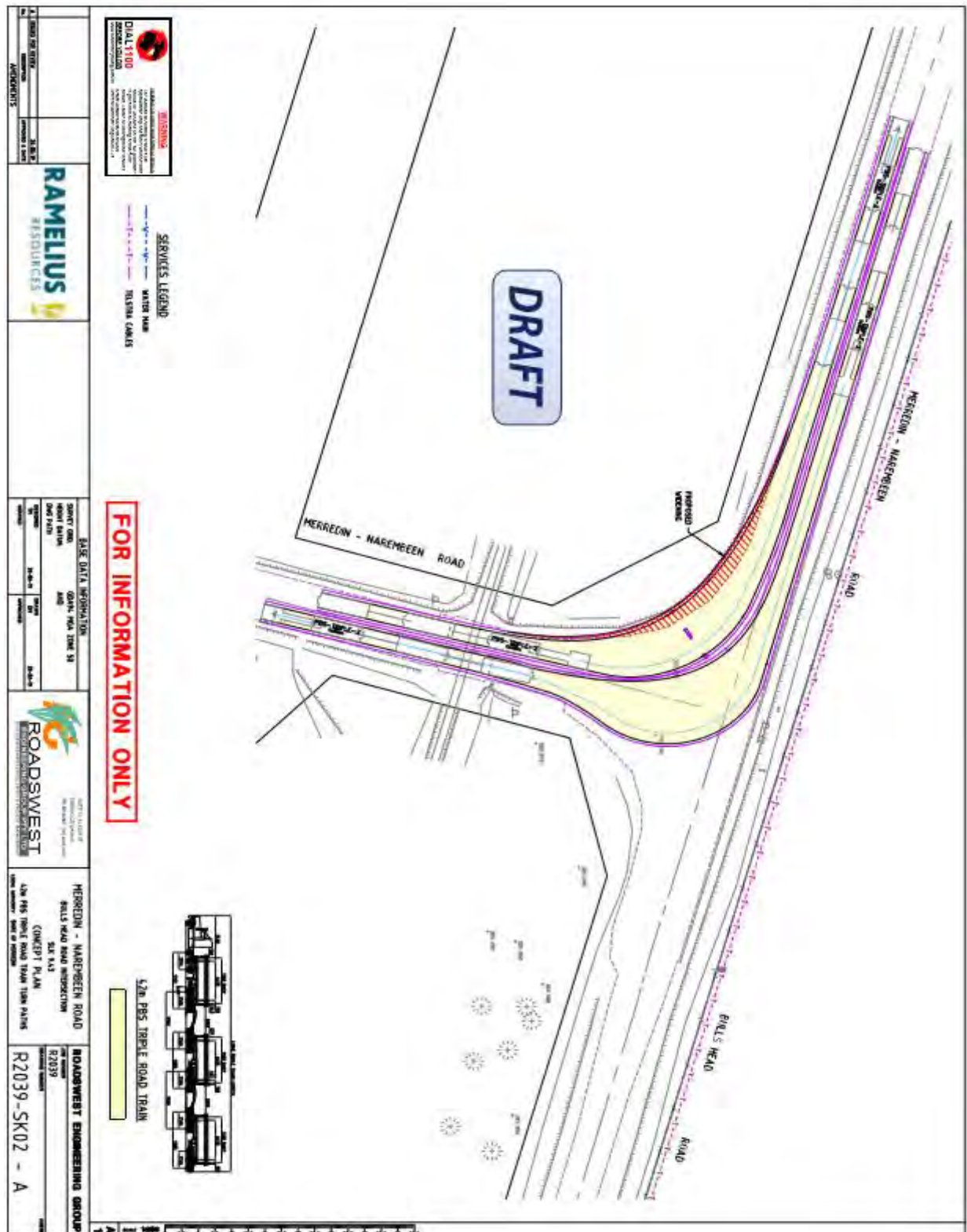


Traffic Route Proposal Naremben Shire

Page: 7 of 8

Tampia

Administration



Merredin Rd – Great Eastern Highway

ATTACHMENT - AGENDA ITEM 8.4.3
Wheatbelt Secondary Freight Network
Program (WSFN) – Formalisation of
Commitment

OUR REF: ADM 0219
ENQUIRIES/CONTACT IAN D'ARCY: CHIEF EXECUTIVE OFFICER
ceo@brookton.wa.gov.au

Cr Katrina Crute
Chairperson
Wheatbelt South Regional Road Group
C/- Shire of Brookton
PO Box 42
BROOKTON WA 6036

Email: sp@brookton.wa.gov.au

Dear Katrina

WHEATBELT SECONDARY FREIGHT NETWORK PROGRAM

I refer to your email dated 7th September 2019 on behalf of the Wheatbelt Secondary Freight Network Steering Committee requesting Council's commitment to the Wheatbelt Secondary Freight Network (WSFN) Program.

In considering this request at its Ordinary Meeting on the 19th September 2019 the Council resolved to:

1. Formalise their commitment to the WSFN Program enabling them to be eligible for future funding and project consideration.
2. Receive the following WSFN Program documents which outline how the WSFN Steering Committee propose to administer the WSFN Program:
 - Program Governance Plan
 - Program Delivery Plan
 - Multi Criteria Analysis Methodology.
3. Endorse the processes and procedures outlined in the Program Governance Plan which enables the Wheatbelt North and Wheatbelt South Regional Road Groups and the WSFN Steering Committee to make decisions in accordance with in the Program Governance Plan.

Furthermore, Council also resolved to inform the Wheatbelt North and Wheatbelt South Regional Road Groups, and the Wheatbelt Secondary Freight Network (WSFN) Steering Committee that while it supports and is committed to the WSFN program, it is of the firm view that all 42 Local Governments need to commit through a legally binding instrument, such as a Deed, that should detail the governance approach and deliverables expected of all the Local Governments involved, in a consistent and transparent manner.

This type of binding approach is worthy of favourable consideration, as it will provide a reasonable level of certainty throughout the program, spanning some 20+ years, and negate the inherent risk of 'shifting priorities' by some local governments over time, that could result in their commitment being altered or withdrawn, and possibly placing in jeopardy:

- a) The aim to deliver an integrated freight network, as intended across all 4 stages of the WSFN program.
- b) The opportunity for other Local governments to receive benefit through a defined and coordinated approach to movement of agricultural freight for years to come.
- c) The funding for other collaborative local government initiatives into the future.

In light of this, your assistance is sought for this position to be tabled for discussion by the respective Regional Road Group members.

In the interim, should you require further information on the Council's position in relation to this matter, please contact me on 9642 1106 or email ceo@brookton.wa.gov.au.

Yours sincerely



Ian D'Arcy
Chief Executive Officer

23/09/2019

ATTACHMENT - AGENDA ITEM 8.4.6
Chief Executive Officer's Report –
October 2019

Final Report

State Council and Zone Structure and Process Working Group

August 2019

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Background

State Council, at its 27 March 2019 meeting, endorsed a recommendation of the Executive Committee to establish a working group to develop options to revise State Council's structure. At the State Council Blue Sky workshop held in June 2018 there was discussion relating to WALGA's structure and it was suggested that a preferred model should be developed for sector consultation.

Reviews of State Council's structure and processes were undertaken in 2011 and 2015. These reviews endorsed the current structure of State Council, but led to some modifications relating to process.

Specifically, there were two key outcomes from the 2015 review:

1. Formation of the Executive Committee – expanded the remit of the previous Finance and Services Committee to include enhanced responsibility for policy matters including interim submissions, as well as explicit responsibility for undertaking the Chief Executive Officer performance review.
2. Emerging Issues – Streamlining of emerging issues process, which has led to 15 emerging issues being considered at the last 12 State Council meetings since December 2016.

To facilitate the review, State Council formed a working group with well-defined terms of reference.

Working Group

The Working Group has been convened to develop an alternative model to the existing State Council structure for State Council consideration and then, if endorsed by State Council as worthy of further consideration, consultation with WALGA's members.

In particular, the working group could consider the:

- Composition of State Council as a representative board;
- Underpinning principle that metropolitan and country Local Governments should be equally represented on State Council;
- Role of Zones;
- Method of election of State Councillors;
- Relationship between State Council and Zones;
- Existing Zone structures and the basis for the membership of Zones;
- Method of election of the President;
- Role of the Deputy President;

- Role and membership of the Executive Committee;
- Continuing effectiveness of State Council committees such as the Selection Committee, and Honours Panel;
- Membership and efficacy of State Council Policy Teams, and Policy Forums;
- Ability of Zones to shape State Council decision-making through emerging issues;
- Interim submission process to meet Government deadlines;
- Format of State Council meetings and agendas;
- Continuing need to print and distribute hard-copy State Council agendas;
- Protocols for Zone delegates and Local Governments putting forward Zone agenda items;
- Any other matters relating to the existing structure or process of State Council, committees of State Council and Zones.

The working group has been charged by State Council with making recommendations to State Council for an alternative structural governance model for WALGA. In addition, the working group may consider making recommendations that would enhance the effectiveness of WALGA's governance processes for the benefit of members and the organisation.

Working Group Membership

The Working Group comprised of the following members:

WALGA President	President Cr Lynne Craigie OAM (Chair)
WALGA Deputy President	Mayor Tracey Roberts
State Councillor	President Cr Phil Blight
State Councillor	President Cr Karen Chappel JP
State Councillor	Cr Jan Court JP
State Councillor	President Cr Tony Dean
State Councillor	Cr Russ Fishwick JP
State Councillor	Mayor Logan Howlett JP
State Councillor	Cr Paul Kelly
State Councillor	President Cr Stephen Strange
WA Regional Cities Alliance	President Cr Harold Tracey, Shire of Broome (Meetings one and two)
	Mayor Dennis Wellington, City of Albany (Meeting three)
Country Local Government Chief Executive Officer	Annie Riordan, Shire of Harvey
Metropolitan Local Government Chief Executive Officer	Michael Parker, City of Rockingham
WALGA Chief Executive Officer	Nick Sloan
WALGA Executive Manager Governance and Organisational Services	Tony Brown
WALGA Manager Strategy and Association Governance	Tim Lane

Method and Timeline

In broad terms the Working Group adopted the following process:

1. Provision of a range of background material including the WALGA Constitution, Corporate Governance Charter, and outcomes and discussion papers from the 2015 and 2011 reviews;
2. Consideration of strengths and weaknesses of the current model;
3. Development of an alternative model or models, and additional recommendations for presentation to State Council.

The following timeline was adopted for the Working Group's process:

Stage 1 – Working Group Review

May 2019 – Working Group formed

- President to appoint State Council and member Chief Executive Officer representatives

June 2019 – Working Group Meeting One

- Confirmation of Working Group Terms of Reference and Purpose
- Consideration of Previous Review processes and outcomes
- Consideration of Governance Structures of other State Associations and Local Government New Zealand
- Discussion relating to current arrangements including strengths and weaknesses of the current model and processes
- Initial development of ideas and opportunities for change

July 2019 – Working Group Meeting Two

- Refinement of initial ideas and opportunities for change
- Development of further ideas and opportunities for change
- Development of draft recommendations

August 2019 – Working Group Meeting Three

- Confirmation of a preferred model
- Agreement regarding presentation of recommendations to State Council

Stage 2 – Consideration of Working Group Recommendations

September 2019 – State Council Consideration of Working Group Recommendations

- Endorsement of internal recommendations relating to process or procedure (if appropriate)
- Endorsement of consultation process relating to external and structural recommendations

- Implementation of internal recommendations once endorsed by State Council

October 2019-December 2019 – Sector Consultation (if required)

- Consultation on external and structural recommendations with Local Governments and Zones

March 2020 – State Council endorsement of external and structural recommendations

- State Council endorsement of external and structural recommendations
- Drafting of Constitutional Amendments (if required)
- Drafting of amendments to Corporate Governance Charter (if required)
- Implementation of endorsed recommendations

August 2020 – Constitutional Amendments (if required)

- Consideration of Constitutional Amendments at 2020 Annual General Meeting

Working Group Review

The working group first considered previous reviews undertaken by WALGA, and also investigated governance arrangements of Local Government Associations in other states of Australia and New Zealand.

Previous Reviews

Significant reviews have been undertaken in 2011 and 2015. In addition, a number of amendments to WALGA's constitution in were endorsed in 2018.

To varying degrees, these previous reviews have considered:

- The structure of State Council, including the equal representation of metropolitan and non-metropolitan members;
- The number of State Councillors and the representational nature of State Council;
- The role, number and structure of Zones;
- Changes to Committees of State Council including their role, function, membership, and delegated decision-making authority;
- Codification of existing conventions;
- Changes to the Constitution and Corporate Governance Charter to respond to changes in circumstances and legislation.

2018 Constitutional Amendments

WALGA's Constitution was amended in 2018. The amendments to the Constitution followed discussion at State Council Strategic Forums regarding:

1. Rotation of the office of the President between the metropolitan and country constituencies of State Council; and relatedly,
2. The convention that the Deputy President will be from the alternate constituency to the President.

Historically, the two issues above had been managed by 'convention', but State Council requested the secretariat to investigate codifying the above in the WALGA Constitution.

This also enabled other amendments and clarifications to be made in response to changed legislation and to reflect established practice.

Specifically, WALGA's Constitution was amended in 2018 to:

1. Codify an existing convention that the President and Deputy President of WALGA would be drawn from opposite constituencies. That is, when the President is from the metropolitan constituency, the Deputy President would be from the country constituency and when the President is from the country constituency, the Deputy President would be from the metropolitan constituency;
2. Codify an existing convention that the office of Presidency will be rotated between the metropolitan and country constituencies. That is, when a President leaves office, only State Councillors from the alternate constituency will be eligible to nominate for the office of President;
3. Clarify that eligibility criteria relating to the disqualification of State Councillors also apply to ex-officio members of State Council;
4. Ensure that members of State Council and/or Zone delegates suspended by the Minister for Local Government under Part 8 of the *Local Government Act 1995* are disqualified from State Council and/or from the Zone as appropriate. Previously, this provision referred to only one method of suspension by the Minister for Local Government; and,
5. Clarify that the President has a deliberative vote, and not a casting vote, in elections for President and Deputy President.

2015 Review of Key Governance Documents

A review of the following key governance documents was undertaken in 2015:

- Constitution
- Corporate Governance Charter
- Standing Orders

A discussion paper was produced for the 2015 Review which was structured around the following three themes:

1. Review of documentation – a review of identified issues in the three documents listed above;
2. Technical drafting – correction of technical wording and alignment across the three documents listed above; and,
3. Review of State Council and Zone processes and effectiveness.

The outcomes of this review are summarised below, with full details of review outcomes contained in the March 2016 State Council Minutes.

The Constitution was amended to:

- Add a clause requiring State Council to adopt standing orders that will apply to meetings of State Council;
- Add a clause specifying that a State Councillor would be disqualified from serving on State Council if they were suspended by the Minister for Local Government;
- Enforce a term limit on the President of two consecutive two-year terms, which existed at the time for the Deputy President; and,
- Explicitly state that the President does not have a casting vote if there is a tied vote in an office bearer election.

The Corporate Governance Charter was amended to:

- Express the role of the Deputy President;
- Clarify that the President of Local Government Professionals will have the opportunity to present a report at State Council meetings;
- Insert a provision stating that State Council must resolve to consider an 'emerging issue' prior to it being considered;
- Insert further information regarding the formation and operation of the Local Government House Trust;
- Add procedures for the management of committees with delegated powers including requirements for:
 - o Terms of reference;
 - o Membership and fixed two year terms;
 - o Appointment process, which specifies that State Council will determine appointments of State Councillors and external representatives, and that State Council may use the Selection Committee for this purpose.

In addition, amendments were made to the Standing Orders, and a complaints handling procedure was added to the Code of Conduct.

2011 Review of Structure & Effectiveness of State Council & Zones

A Working Group was formed in late 2010 to undertake a review of the structure and effectiveness of WALGA's governance structures.

To guide the review, a discussion paper was prepared and distributed to the sector with submissions sought on the paper, as well as any other relevant matters.

The paper was structured around the following key subjects:

- Current Arrangements;
- Strengths of Current Arrangements;

- Weaknesses of Current Arrangements;
- Options for Change – Structure; and,
- Options for Change – Effectiveness.

Following feedback from the sector, and consideration by the Working Group of the sector's feedback, an item was presented to State Council that resulted in the following outcomes:

- Endorsement of current arrangements with a set of responsibilities for the Forum of Co-Chairs to be developed (note the Forum of Co-Chairs no longer exists);
- WALGA to provide additional support to Zones to enhance their advocacy role, including:
 - o Provide suggestions for guest speakers and topics for consideration by Zones;
 - o Provide a consistent liaison officer when requested by Zones;
 - o All Zones be offered a presentation providing an overview of WALGA and its advocacy and service functions following the election of Zone delegates every two years;
 - o Zone Chairs to receive an induction on the role of the Zone Chair;
 - o An item to be presented to all relevant Zones seeking endorsement for their Executive Officer to attend the bi-annual WALGA Zone Executive Officer meetings.
- Development of a strategy to establish meetings between State Councillors and Members of Parliament;
- A change in State Council's calendar to move from six meetings per year to five; and,
- A review of State Council sitting fees.

Arrangements in Other States and New Zealand

The Working Group considered governance arrangements of Associations from other States of Australia as well as New Zealand.

It can be seen that State Associations of Local Government typically elect a board similar to WALGA's State Council. Some State Associations elect board members directly from the membership although most use regions or zones to elect board members to represent particular regions. In all other states, the President is elected by the membership.

A summary table below outlines the number of board members and their method of election. Note that Queensland operates with a dual structure comprising of a board and a policy executive.

Local Government Association Governance Structures Table

	WALGA	LGNSW	MAV (Victoria)	LGAT (Tas)	LGASA	LGAQ (QLD)		LGANT	LGNZ
						Board	Policy Executive		
Number of Board Members	25	19	13	8	18	4	16	9	15
President Elected by:	Board	Members (AGM)	Members (AGM)	Members (Postal vote)	Members (Postal vote)	Members (AGM)		Members (AGM)	Members (AGM)
Board Members elected by:	Zones	Members at AGM: Metro members elect metro reps / Rural members elect rural reps	Zone equivalent (12 regions)	Zone equivalent (3 regions) – one rep above population threshold, one below from each region	Zone equivalent (one metro region, six country regions, plus unincorporated areas)	Board members elected by and from policy executive	Zone equivalent (12 regions)	Members at AGM	Zones and Sector Groups

Comment on Summary Table

- **Size of Board** – while WALGA's board contains the largest number of representatives, it can be seen that boards of local government associations tend to be relatively large. The average board size (using Queensland's policy executive, not board) is 15.4.
- **Method of Election of President** – WALGA is an outlier: all other Presidents are elected directly by the membership. Perhaps this is a reflection of the prevalence of Council elected Mayors and Presidents in WA.
- **Method of Election of Board Members** – The majority of associations use regional groupings (equivalent to our Zones) to elect board members. The New Zealand hybrid model of electing representatives from geographic zones and sector groups (metro, provincial, rural, regional) is of interest.

Local Government New South Wales

The Board of Local Government New South Wales consists of:

- The President (which rotates between metropolitan / urban and regional / rural) elected by delegates at an annual meeting;
- The Immediate Past President (where applicable);
- Two Vice-Presidents (one from a Metropolitan/Urban council and the other from a Regional/Rural council) elected by delegates from the respective groupings at the annual general meeting;
- A Treasurer elected by delegates at the annual general meeting; and,
- 14 Committee members (7 from metropolitan / urban councils and 7 from regional / rural councils) elected by delegates at the annual general meeting. Metropolitan / urban delegates elect metropolitan / urban representatives and regional / rural delegates elect regional / rural representatives.

Municipal Association of Victoria

The Municipal Association of Victoria (MAV) is governed by a 13 member board.

The 12 members of the board (excluding the President) are elected by 12 regional groupings of Local Governments. There are six metropolitan regions and six non-metropolitan regions that each elect one board member.

The members of MAV directly elect the President at a meeting of State Council. Each member has one representative on State Council, which meets twice per year.

For clarity, MAV's State Council in this context is most similar to WALGA's Annual General Meeting and MAV's Board is similar to WALGA's State Council.

The Board elects two Deputy Presidents: one from the metropolitan regions and one from the non-metropolitan regions.

Local Government Association of Tasmania

The Local Government Association of Tasmania (LGAT) is governed by a General Management Committee of eight members.

The General Management Committee comprises:

- The President, elected by the members by postal ballot;
- The Lord Mayor of the City of Hobart, or his or her proxy;
- Six members elected from three electoral districts (North West and North Coast, Northern, and Southern) conducted via postal vote. Each electoral district is to elect one representative from Councils with a population of 20,000 or more, and one representative from a Council with a population of less than 20,000.

The General Management Committee elects a Vice President from its members.

Local Government Association of South Australia

The Local Government Association of South Australia is governed by an 18 member board consisting of the following representatives:

- The President, elected by postal vote by ordinary members (by Council resolution), noting that the President must have served at least one year on the board to be eligible to nominate for the office of President. Note the Presidency is rotated between metropolitan and non-metropolitan regions;
- The Immediate Past President, if willing and able to serve, and must still be a member of a Council of an ordinary member. The Immediate Past President undertakes the role of a board member as well as assisting the President to the extent requested by the President;
- Eight board members (and four deputy members) from the metropolitan region elected by postal vote by ordinary members from the metropolitan region;
- Representatives from the following Regions elected by the Regions:
 - o Two board members (and one deputy) from Central Region;
 - o Two board members (and one deputy) from River Murray Region;
 - o One board member (and one deputy) from Eyre Peninsula Region;
 - o One board member (and one deputy) from South East Region;
 - o One board member (and one deputy) from Southern and Hills Region;
 - o One board member (and one deputy) from Spencer Gulf Cities Region; and,
- One board member appointed by the board to represent unincorporated areas.

In addition, there are four Vice Presidents elected from amongst the board members: two metropolitan and two from non-metropolitan regions.

An Executive Committee is also formed comprising of the following members:

- President;
- Immediate Past President;
- The Four Vice Presidents.

The Executive Committee undertakes functions delegated by the board as well as the CEO's performance review and setting of the CEO's KPIs.

Local Government Association of Queensland

The Local Government Association of Queensland (LGAQ) employs a dual structure that comprises a Policy Executive and a Board.

The Board comprises the LGAQ President elected by the member councils at the Annual General Meeting plus three directors who are elected from and by the Policy Executive. The Board is responsible for the operation of the business of the company.

The Policy Executive is responsible for the determination of the Association's policy on behalf of member councils. The Policy Executive consists of 15 district representatives and the President. The Policy Executive appoints three Directors to join the LGAQ President in forming the LGAQ Board and meets 6 times per year to discuss and determine LGAQ policy.

The 15 representatives are elected to the Policy Executive from 'districts' by the members of those districts. The State is divided into 12 districts, with most districts represented by one member, as per the extract from the Constitution below:

The Districts are represented on the Policy Executive as follows:

- a) in the case of District No. 1 (Brisbane City Council), by one Member appointed by the Brisbane City Council;*
- b) in the case of District No. 2 (South East), by three Members elected by the Members included in that District;*
- c) in the case of District No 12 (Aboriginal and Island Councils), by two Members elected by the Members of that District;*
- d) in all other cases, by one Member for each District elected by the Members included in each respective District.*

Local Government Association of the Northern Territory

The Local Government Association of the Northern Territory (LGANT) is governed by an Executive that meets monthly and consists of nine members elected at a general meeting.

Two general meetings are held per year and Executive Members are elected for a two year term.

The President is elected at a general meeting by the members, as are the two vice presidents. One vice president is elected by municipal councils and one vice president is elected by regional and shire councils.

One member of the Executive is to be from the City of Darwin.

To nominate for a position of the Executive, an elected member must have the support of their council through a council resolution.

Local Government New Zealand

The President of Local Government New Zealand (LGNZ) is elected by a ballot of members at an annual general meeting.

The board is comprised of the President, representatives from regional groups of Local Governments called Zones and representatives from groups of similar Local Governments called Sector Groups.

Sector Groups are formed on the basis of population, as follows:

- Metropolitan Group – population above 90,000
- Provincial Group – population between 20,000 and 90,000
- Rural Group – population less than 20,000
- Regional Group – all regional councils and unitary authorities

The composition of the 15 member board, called the National Council, is as follows:

- President
- Two representatives from Zone one;
- One representative from each of Zone two, three, four, five, and six;
- Three representatives from the Metropolitan Sector Group;
- Two representatives from the Regional Sector Group; and,
- One representative from each of the Provincial and Rural Groups.

It is understood that LGNZ recently reviewed their governance arrangements and a proposal will be considered at LGNZ's upcoming AGM in July 2019 to add two members to their governing board. It is proposed that the Mayor of Auckland will become a member of the governing board as of right, and it is proposed that a Maori representative will be added to the board.

Working Group Deliberations

The Working Group discussed strengths and weaknesses of the current model, and then discussed options for consideration.

Strengths of the Current Model

The Working Group identified the following key strengths, with additional comments shown in italics. Headings, also in italics, were added to group some of the strengths together.

State-wide Representation

- State-wide representation
- All Zones have a voice
- Blanket coverage of the state
- Single Association was an absolute positive and our biggest strength is one voice
- United voice of the sector
- Input to policy development from the entire state
- The current model provides input to policy development from the entire sector
- Potential of advocacy strength – *Potential to realise greater advocacy strength dependant on empowering State Council*

Metropolitan / Country Balance

- 50/50 country/metropolitan balance
- Fair representation of the entire state
- As one organisation, country and metro issues are considered – *Sector positions should be aggregated around metro and regional issues rather than seeking to shoehorn all into one consolidated position.*
- Rotation of President from metro to country
- Rotation of Presidency – fair voice for country and metro

Zones

- Policy making – from the grassroots up through the Zones to State Council
- Zones provide a broader purpose than just deliberating the on WALGA agenda
- Presentations and deputations at Zone meetings

State Council

- State Council: broader representation leads to more balanced decision making
- Responsiveness of State Council – *Still room for improvement in terms of timing of decision making*
- Policy making through State Council – not the AGM
- No term limits for State Councillors

- Diversity of skillsets – *could be enhanced with greater attention paid to individual's skills and backgrounds*
- Diversity and understanding of opinions
- Executive Committee structure is a positive with the ability to look after the business of WALGA – *Conceptually we agree, in practice this needs further work.*
- Processes to elect president and deputy (i.e. elected from and by State Council)

Policy Teams and Policy Forums

- Ability to form policy forums
- Policy teams and policy forums successfully filter sector feedback
- Presidency limit of two two-year terms
- Content of agendas are informative and appropriate – *Content can be excessive; content needs to be streamlined*
- Use of interim submissions makes WALGA more agile
- Networking / connectivity with peers and colleagues
- Dissemination of information through a broad representative base is more effective
- Equal voice – equal opportunity to contribute to policy development
- Apolitical – not aligned to political parties. Works with current Government. – *Organisation needs to be apolitical noting individuals will have their own persuasions.*

Operations

- Sound financial and fiscal management
- Good range of services – *value proposition for members needs consistent review*
- Low fees
- Strong business, and revenue generation from business model – *Opportunity to enhance through better promotion of WALGA services; therefore we can employ good staff*
- Range of services that WALGA provides – *Services need to be reviewed to ensure value for members*
- Quality and professionalism of staff

Weaknesses of the Current Model

The Working Group identified the following key weaknesses, with additional comments shown in italics. Headings, also in italics, were added to group some of the weaknesses together.

Executive Committee

- The Executive Committee doesn't have or exercise its delegation
- State Council doesn't own the budget
- Disconnect between the Executive Committee and State Council

President: Term limits and rotation

- Losing experience due to term limits of Deputy President and President
- President should be statesperson / apolitical – best person for the job
- Rotating State Council Presidency may prevent best candidate from securing the position

State Councillor: Role of State Councillor, including Term Limits, and Desirability and Knowledge of Position

- Lack of induction for potential State Councillors
- Some zones don't appear to value representation on State Council
- Being a State Councillor isn't always seen as desirable
- Reinforcing role of State Council to individual Councils and Councillors – not generally aware of State Council role
- State Councillors need to be more accountable to their Zone
- Too slow to regenerate State Councillors – no term limit on State Councillors
- No term limit for State Councillors
- Lack of experience of newly elected State Councillors
- Time commitment required to commit effectively to State Council role
- Volume of material to be considered at Zone and State Council meetings
- Zone agenda items submitted by individual councillors without the support of the member local government
- Lack of consistency in how Zone processes are applied
- Level of engagement by zone members. Not prepared and limited contribution across zone
- Policy teams of State Council not always outcome focussed – *Maybe too short of a meeting*
- Inequity of support provided to Zones by WALGA

- Frequency of State Council meetings
- Timelines for progressing policy issues from zones to State Council – *State Council a lot quicker over the last few years with the use of emerging issues and interim submissions. Still can improve.*
- Timing of revised agenda distribution – too soon before the State Council meeting
- Explanation of 50/50 split – AGM is different to State Council

Options for Consideration

The Working Group developed some initial options for change before landing on the recommendations, which are detailed in the following section.

State Councillor Profile and Role

The Working Group discussed the role, profile, remuneration, expectations and possibility of term limits for State Councillors.

In particular, there was a focus on seeking to lift the profile of a State Councillor to make it a desirable and aspirational office. There was discussion around the remuneration for State Councillors and protocols and expectations.

Other discussion points were:

- Should there be more information in the annual report regarding State Councillor involvement and attendance at committees and zone meetings?
- Should there be a minimum experience requirement to become a State Councillor?
- Should there be a specific skill requirement to become a State Councillor?
- Should there be term limits for State Councillors?

Ultimately the Working Group determined not to recommend any term limits or skill or experience limits for State Councillors. Instead, the Working Group recommends the development of a prospectus to promote WALGA, the role of State Councillors, the importance of Zones and the role of being a Zone delegate.

Two Tier Structure

The Working Group also discussed options for implementing a two-tier governance structure. Such a model would involve State Council retaining responsibility for policy and strategic planning, with a board or executive committee with delegated responsibility for the *business* and finances of WALGA.

It was envisaged in Working Group deliberations that the Board or Executive Committee would be appointed by State Council and comprise the following membership:

- President (Chair)
- Deputy President
- Three Country State Councillors – elected by and from State Council
- Three Metropolitan State Councillors – elected by and from State Council
- An independent representative with high-level finance or business experience

Ultimately the Working Group resolved not to recommend a two-tier structure, however the Working Group believes that this is a model that may be worth pursuing in the future.

Zones

The Working Group discussed the Zone structure and how WALGA supports the Zones. The Working Group endorsed the principle that Zones are self-governing and autonomous.

The Working Group discussed development of a prospectus to be provided to Elected Members about the role of WALGA, the role of being a Zone delegate, the role of State Council and other important information. Further discussion regarding the prospectus is included in the recommendations section below.

The Working Group discussed that some Zone motions are submitted to the Zone by individual Zone delegates without a Council resolution. In response the Working Group support development of a guideline, to be included in the prospectus stating that “whilst it is best practice that a Zone motion is supported by a Council decision, Zone delegates can raise items at Zone meetings without a Council decision.”

Regional Capitals Alliance Submission

The Regional Capitals Alliance made a submission to the Working Group proposing that State Council be comprised of ten members appointed from groupings of Local Governments based on the Salaries and Allowances Tribunal bands. The Alliance’s submission is reproduced below:

Rather than 26 members of the WALGA state council, the Alliance is proposing that the state council membership be retained within 10 members. Ten members would be made up of four metropolitan and four regional council representatives based on the following criteria and two additional Independent members (with one as an Independent Chair).

Discussion around the number of Council representatives from within each Band, both metropolitan and country, considered the number of local governments they represented and the population/geographical distribution across the bands to achieve what is believed to be a more balanced representation across the sector.

The Alliance recommends WALGA consider a Local Government representation model with a total membership on the State Council of ten, based on the Local Government Band categories giving equal representation from Metropolitan and Country, notionally four members each drawn representatively from Local Governments as suggested below:

- *2 representatives from Band 1 Metropolitan*
- *1 representative from Band 2 Metropolitan*
- *1 representative from Band 3 and 4 Metropolitan*
- *1 representative from Band 1 Country*
- *1 representative from Band 2 Country*
- *2 representatives from Band 3 and 4 Country*

In addition to the above representatives it was agreed that two independent representatives also be on Council, one of which would be chair. The selection process would involve members being selected from within their bands and nominations being forwarded to a nominations committee for final determination of members where criteria such as skills base could be also used to achieve a balance of skills and experience for the Council membership. This was considered to be a more balanced representation model.

The mechanism for state council members to consult with councils within their bands would be left up to the nominated representative on the state council. In the case of a group-one, and potentially a group-two country councils, this may be done via the Regional Capital Alliance of Western Australia.

This model will in no way replace the need for governments and local governments to form voluntary regional groups such as the Kimberley Regional group or to interfere with local issues as they do now.

The Working Group thanked the Regional Capitals Alliance for their submission, but decided against progressing with the Alliance's suggestions.

There are 91 Local Governments in the group that combines Band 3 and 4 Country, and the Working Group considered that this would be too large a group of members to be represented by only two State Councillors.

Further, as discussed above, the Working Group identified broad state-wide representation and the Zone process as strengths of the current model. The Working Group considered that the Alliance's proposal would not facilitate a workable Zone model as Band 3 and 4 Country Local Governments span the state.

Other Issues

The Working Group explored a range of other issues including the process for the development of interim submissions, State Council's committee structure and the format of the State Council agenda. These issues are addressed in the Recommendations section below.

Recommendations

The Working Group has recommended a number of reforms, which are grouped around a range of themes, below:

1. State Council Composition;
2. Role of State Councillor;
3. Elected Member Prospectus;
4. Committee Structure;
5. Submission Process;
6. Zone Support and Guidance; and,
7. State Council Agenda.

State Council Composition

The Working Group endorsed the existing composition of State Council, including the method of election from Zones.

In particular, during discussions, two of the major strengths identified by the Working Group were:

- Equal representation from both the country and metropolitan constituencies; and,
- The State-wide representation and input facilitated by WALGA's Zone and State Council structure.

Recommendation 1

That the existing composition and representational arrangements of State Council be retained.

Deputy State Councillors

The Working Group also considered the continuing necessity for Deputy State Councillors.

State Council has never lacked a quorum without the attendance of Deputy State Councillors. Further, it is difficult for Deputy State Councillors to meaningfully contribute to deliberations, in many cases, due to the background knowledge developed by State Councillors over many meetings and communications. Finally, with a governing board of 25, and with the committee changes proposed below, it is contended that there may be sufficient governance oversight without the need for Deputy representatives.

Conversely, the role of Deputy State Councillor provides opportunities for more Local Government representatives to be involved in WALGA and its governance processes, and

this may provide opportunities for succession planning. Further, having Deputy State Councillors able to step in and attend State Council meetings ensures that all Zones are represented at meetings when State Councillors are unable to attend. On this basis, the Working Group recommends that the role of Deputy State Councillor be retained.

Recommendation 2

That the role of Deputy State Councillor be retained.

Term Limits for State Councillors

The Working Group considered the issue of term limits for State Councillors. Currently there is a four-year term limit for the President and Deputy President, but no term limit for State Councillors

Following deliberations, the Working Group resolved that no term limits should be introduced for State Councillors. State Councillors are elected by Zones to be on State Council, and the Working Group considered it important that Zones have the ability to elect the “best person for the job”.

Recommendation 3

That no term limits be introduced for the role of State Councillor.

Role of State Councillor

State Councillors, as directors of a Board, are required to act consistently in the “best interests of the organisation as a whole”. This effectively means that the duties of a State Councillor are owed to all Member Local Governments.

Whilst it is recognised that State Councillors must represent the interests of their respective Zones, the interests of the Association and its collective membership must always come first.

State Councillors are also expected to report back to Zones about the policy and advocacy direction of State Council. To facilitate this, the secretariat has been providing State Councillors with a State Councillor report guide in advance of Zone meetings.

There is also an expectation that State Councillors will represent WALGA to members and promote WALGA’s services, and policy and advocacy positions and activities to the broader membership.

In addition, following a review of the Member Advisor Program, it is proposed that some State Councillors could be invited to undertake the role of Member Advisor. The aim of the program is to provide Councils and Elected Members with information and resources from a trusted peer. Member Advisors will aim to attend an ordinary Council meeting of each member Council once in a two year period and also be contactable via email and phone to assist individual Elected Members regarding any questions they may have in undertaking their roles on Council.

Recommendation 4

That a Panel of Member Advisors be established comprising of State Councillors and other Elected Members appointed by the President.

Elected Member Prospectus

The Working Group identified the need to promote key information about WALGA, the role of State Councillors and the role of Zones to ensure that becoming a State Councillor, and a Zone delegate, is a respected and sought after position.

It is proposed that a Prospectus be developed and distributed to all Elected Members immediately following the October 2019 Local Government elections. The Prospectus will be used to educate Elected Members about the Association and the avenues for involvement as a Zone delegate and a State Councillor.

Recommendation 5

That a Prospectus be prepared and distributed to all Local Governments and all Elected Members following the Local Government elections every two years highlighting the following information, with the aim of promoting the key role of Zone delegates regionally and the key role of State Councillors in leading advocacy and policy development on behalf of the Local Government in Western Australia:

- **Role of WALGA as the principal Local Government peak body;**
- **Role of State Council as WALGA's governing body;**
- **Role of a State Councillor as a key decision-maker regarding policy, advocacy and provision of services for and on behalf of the Local Government sector;**
- **Commitment required to be a State Councillor, including attendance at meetings, advocate for WALGA and the Local Government sector, report back to Zones on WALGA and State Council activity, and potentially as a Member Advisor Program mentor;**
- **Opportunities for State Councillors to advocate to Government on behalf of their region and / or particular policy issues;**

- **Role of Zones as key participants into state-level advocacy and policy development, including the formal required role of Zones and the additional opportunities for Zones;**
- **Role of Zone delegates as Council representatives at the regional level, including the obligation to report back to Council on Zone activities; and,**
- **Explanation that, while it is best practice that a Zone motion is submitted by way of a Council decision, Zone delegates can submit motions to a meeting of a Zone, which is an autonomous, self-governing body, and it is recommended that the Zone is advised whether the motion has the backing of a Council resolution.**

Committee Structure

The Working Group discussed an amended process for dealing with interim submissions to Government, which would change the purpose of the Executive Committee to be solely focused on finance and WALGA's business services, which includes preferred supply arrangements, procurement, employee relations, training and recruitment. In making this change, the Executive Committee would revert back to being called the Finance and Services Committee, providing a sharper focus and more defined role for the committee.

In addition, it is proposed that the Policy Teams would have a stronger role in shaping the development of WALGA's policy positions and submissions to Government.

Committee Membership

The following membership structure of the Finance and Services Committee and the Policy Teams is proposed as follows:

Finance and Services Committee	Environment and Waste Policy Team	Governance and Organisational Services Policy Team	Infrastructure Policy Team	People and Place Policy Team
President (Chair) Four State Councillors	Five State Councillors	Five State Councillors	Five State Councillors	Five State Councillors
External member with finance experience				

Every State Councillor would be a member of only one of the five committees providing every State Councillor with a focus on either the finance and business services of WALGA, or a specific policy portfolio. It is anticipated that these changes would encourage State

Councillors to feel ownership of their portfolio, whether it be in relation to WALGA's business services, or a particular policy and advocacy portfolio.

It is proposed that the external member on the Finance and Services committee be drawn from a wider field than just the Local Government sector. That is, there may be considerable value in appointing an external member from the private or not-for-profit sector to the committee. This appointment would be made by State Council upon the recommendation of the WALGA Selection Committee, as is current practice.

While the current Executive Committee has responsibility for the CEO's performance review, it is proposed that a separate CEO Performance Review Committee would be established from State Council, and chaired by the President, that would meet at least once per year.

Finance and Services Committee

The terms of reference of the Finance and Services Committee is proposed as follows. This reflects the terms of reference of the current Executive Committee, with the removal of the three struck out points as per below:

On behalf of State Council, and in accordance with any policies, directions or limitations set by State Council, undertake the following functions:

- *Determining key directions in relation to the establishment and/or development of new and current business opportunities that result in the delivery of outputs which enhance the financial and operational capacity of members and the Association.*
- *Adoption of business plans for the Association's service delivery units that deliver the key objectives within the Association's Strategic Plan, with regular monitoring of outcomes against agreed performance indicators.*
- *Oversee the financial management of the Association, including the recommendation of a draft annual Governance Budget to State Council, long term financial planning, monitoring/assessment of financial reports, approving and/or recommending budgetary reallocations to State Council, committing or reallocating reserve funds for special purposes, and auditing and presentation of the Association's annual accounts.*
- *Internal audit including monitoring/assessing compliance against financial and asset management and internal control policies.*
- *Oversee the delivery of business development, business management, human resource management and information management and corporate services.*
- *Establish a risk governance structure which ensures that management has implemented sound risk management policies and procedures across the Association, and which is regularly reviewed.*
- *Establish risk management and internal control performance indicators that are regularly evaluated through internal and external audit processes.*
- *Regularly report to State Council on the key activities and major decisions of the Committee.*

- ~~• Review and provide feedback on interim submissions, either in or out of session, to be put forward to government or other agencies.~~
- ~~• Act as the primary policy and advocacy support to the President and the Association.~~
- ~~• Manage the Chief Executive Officer Performance Review process on behalf of State Council.~~

Policy Teams

The terms of reference of the Policy Teams is proposed as follows, with the addition of the underlined points relating to interim submissions, and the Chair of the Policy Team playing a key role in advocacy:

- To advise the State Council on the development, implementation and review of Association policy in the relevant areas.
- To ensure all policy proposals are considered in terms of their economic, social and environmental impacts.
- To monitor and report to State Council on the activities of State and Federal Governments in relevant policy areas.
- To monitor and report to State Council on the activities of the major political parties in Opposition in relevant policy areas.
- To investigate, research and advise the State Council on emerging strategic issues relative to the relevant policy area.
- To consult with Member Local Governments, key external agencies and other stakeholders on policy issues in the relevant area for the development of recommendations to the State Council.
- To shape the preparation of interim submissions prior to their presentation to State Council for consideration and endorsement.
- To assist the President, Deputy President, State Councillors and CEO in the advocacy of the Association's policy positions, with the Policy Team Chair playing a key role in advocacy to Government on policy positions related to the portfolio, including accompanying the President, Deputy President and CEO to ministerial meetings.
- To promote the Association's policy positions to Member Local Governments.
- To action directions from the State Council.
- To develop, monitor and report on Key Result Areas as endorsed by the State Council.

Committee Assignment Process

Committee assignments would be determined by State Council at the March meeting in every even year (i.e. 2020, 2022 etc) following the election of the President and Deputy President. This would provide an opportunity for State Councillors to consider which of the five

committees they would like to nominate for following the State Council induction to be held at the December meeting in odd years (i.e. 2019, 2021 etc).

It is not proposed to make changes to the Selection Committee or Honours Panel.

Role of State Council

A key benefit of the proposed changes to State Council's committees, as proposed above, is that a significant proportion of the detailed policy and finance work will be undertaken by committees, allowing State Council a more strategic focus. State Council's role would be to provide strategic direction, oversee the work of committees to ensure coordination and alignment to strategy, endorsement of policy positions, and endorsement of the budget.

Recommendation 6

That:

- 1. The Committee structure, as outlined above be adopted by State Council, to take effect from December 2019;**
- 2. The Corporate Governance Charter be amended to reflect the changes to the Committee Terms of Reference and membership, as outlined; and,**
- 3. A CEO Performance Review Committee be established, to be chaired by the President and to meet at least once per year.**

Process for Preparation and Consideration of Submissions

The changes to the committee structure above, would facilitate the proposed changes to the process for the development of submissions when there is insufficient time for a submission to be included in the State Council agenda.

Where time permits, the first preference would be for a submission to be prepared, in consultation with the respective Policy Team, and included in the State Council agenda for decision to facilitate consideration and input from Zones and State Council.

In developing submissions, when inclusion in the State Council agenda is impractical, the following process is proposed in the middle column, and is presented adjacent to the current process, in the right column, to highlight and explain the differences.

	Proposed Submission Process	Current Interim Submission Process
Preparation by Secretariat	WALGA staff prepare interim submission under the guidance of their Executive Manager, with reference to existing positions of State Council, <u>input from Policy Team</u> and / or contemporary feedback from the Local Government sector.	WALGA staff prepare interim submission under the guidance of their Executive Manager, with reference to existing positions of State Council and / or contemporary feedback from the Local Government sector.
Policy Team Input	Policy Team meet to amend or endorse the draft submission to proceed to State Council. Potential for meeting to be held by video-conference.	Draft interim submission is emailed to Policy Team for feedback.
Endorsement	Draft submission is considered by State Council by Flying Minute using the Board Effect Platform.	Draft interim submission is endorsed for submission to Government by Executive Committee out-of-session.
Basis on which submitted to Government	Submission is put forward to Government as an endorsed State Council position.	Submission is put forward to Government as an interim position, subject to subsequent State Council endorsement.
Inclusion in State Council agenda	Submission is included in the next State Council agenda as an item for noting.	Submission is considered by Zones and State Council as an item for decision as part of the next State Council agenda.

Recommendation 7

That the following process be endorsed for the development, consideration and endorsement of submissions Government and other stakeholders (when there is insufficient time for it to be included in the State Council agenda), and the Corporate Governance Charter be amended to reflect the changes:

- 1. WALGA staff prepare interim submission under the guidance of their Executive Manager, with reference to existing positions of State Council, input from Policy Team and / or contemporary feedback from the Local Government sector.**
- 2. Policy Team meet to amend or endorse the draft submission to proceed to State Council, with the meetings of the Policy Team to be held via teleconference or videoconference where practicable.**
- 3. Draft submission is considered by State Council by Flying Minute using the Board Effect platform.**

4. **Submission is put forward to Government as an endorsed State Council position.**
5. **Submission is included in the next State Council agenda as an item for noting.**

Zone Support and Guidance

The Working Group has discussed the level of service, and the nature of the guidance provided to Zones to assist them to perform their role and undertake other functions.

During working group deliberations it was suggested that WALGA could prepare guidance notes for Zones about their role and opportunities to undertake additional functions. This information will be included in the prospectus discussed above.

In addition, it has been suggested that the secretariat should engage with Zones about the type of services and support sought from WALGA.

Currently, most Zones employ an independent executive officer, while WALGA provides secretariat support for the following Zones:

- Central Metropolitan Zone
- East Metropolitan Zone
- Gascoyne Country Zone
- Great Eastern Country Zone
- North Metropolitan Zone
- Peel Country Zone
- South East Metropolitan Zone, and
- South Metropolitan Zone

WALGA's secretariat service is offered as a baseline service at no cost to the Zone.

In the early stages of the development of WALGA's 2019-2020 budget preparation, a business case was developed outlining an option for WALGA to provide secretariat services to all Zones. Under the scenario explored in the business case, WALGA would prepare agendas and minutes for all Zones, and each Zone would be allocated a senior staff member to act as the liaison between the Zone and the broader WALGA secretariat.

Recommendation 8

That information regarding the role of Zones, and Zone delegates, and the process for submission of Zone motions, be prepared and circulated to Zones, and included in the WALGA Elected Member Prospectus and the Corporate Governance Charter.

Recommendation 9

That:

1. **The secretariat engage with Zones regarding the services and support that WALGA provides to Zones; and,**
2. **The secretariat continues to offer baseline Zone secretariat services to Zones as appropriate.**

State Council Agenda

The Working Group has discussed the content of the State Council agenda, particularly highlighting the volume of information that is provided to Zone delegates and State Councillors.

It is proposed that the secretariat commit to reducing the length of agenda items and prepare reports that are more focused. Specifically, there will be an aim to limit agenda items to two pages with a more in-depth 'in brief' section, which will be used as an executive summary of the agenda item. A sample item is attached as an appendix.

It is also proposed, in conjunction with the more focused presentation of agenda items, that hard copy production of the State Council agenda cease. Currently, the agenda is emailed to State Councillors, Local Government CEOs and Zone delegates three to four weeks prior to the State Council meeting, and hard copy 'blue books' are posted and arrive with delegates approximately two weeks prior to the State Council meeting, usually, but not always, in time for the Zone meeting.

WALGA has budgeted \$46,344 for printing State Council agendas in the 2019-2020 financial year. This figure does not include the cost of postage to distribute the agendas, nor the staff time used to pack envelopes and packages. In addition, the reliability and timeliness of the postal service is diminishing, particularly to country and remote areas.

It is argued that the money spent on printing, packing and posting State Council agendas would be better invested in providing more support to Zones or in other aspects of WALGA's operations.

For the reasons discussed above, it is proposed that the State Council agenda be provided to Local Governments and delegates in electronic format only, commencing in March 2020.

Finally, it is proposed that a process is implemented whereby State Council agenda items for decision are considered by Councils, either in formal Council meetings, or in briefing or concept forums. It would be beneficial for State Council agenda items for decision to be considered by Council in a formal or informal meeting to:

- Enhance awareness of contemporary strategic advocacy and policy issues; and,
- Enable the Councils to provide guidance and direction to their Zone representatives.

Recommendation 10

That:

- 1. The secretariat develop templates and processes to reduce the length of State Council agenda items;**
- 2. Following consultation with the sector, production of hard copy agendas cease beginning with the March 2020 meeting of State Council; and,**
- 3. A process be implemented, in consultation with the Local Government sector, to enable Councils to consider items for decision in the State Council agenda to raise awareness of contemporary strategic advocacy and policy issues and to enable Councils to provide guidance and direction to their Zone representatives.**

Consultation and Implementation

This report will be presented to State Council as an item under separate cover at the 6 September 2019 State Council meeting.

A number of the recommendations proposed by the Working Group are recommended for immediate implementation because they have a time critical component due to the Local Government elections and the election of State Councillors and are:

- Operational in nature representing core activities – recommendations 5 and 8; or,
- Focused on internal State Council processes – recommendations 6 and 7.

It is recommended that consultation be undertaken on the following recommendations relating to:

- The governance structure – recommendations 1, 2, 3 and 4;
- Zone support and guidance – recommendation 9; and,
- State Council agenda processes – recommendation 10.

It is recommended that the full report be provided to WALGA members immediately following the 6 September 2019 meeting of State Council, with feedback sought by late October. An item for Zone and State Council consideration will then be included in the December 2019 State Council agenda.

This broadly aligns with the methodology outlined on pages 6 and 7 of this report.

Schedule of Recommendations

1	That the existing composition and representational arrangements of State Council be retained.
2	That the role of Deputy State Councillor be retained.
3	That no term limits be introduced for the role of State Councillor.
4	That a Panel of Member Advisors be established comprising of State Councillors and other Elected Members appointed by the President.
5	That a Prospectus be prepared and distributed to all Local Governments and all Elected Members following the Local Government elections every two years highlighting the following information, with the aim of promoting the key role of Zone delegates regionally and the key role of State Councillors in leading advocacy and policy development on behalf of the Local Government in Western Australia: • Role of WALGA as the principal Local Government peak body; • Role of State Council as WALGA's governing body; • Role of a State Councillor as a key decision-maker regarding policy, advocacy and provision of services for and on behalf of the Local Government sector; • Commitment required to be a State Councillor, including attendance at meetings, advocate for WALGA and the Local Government sector, report back to Zones on WALGA and State Council activity, and potentially as a Member Advisor Program mentor; • Opportunities for State Councillors to advocate to Government on behalf of their region and / or particular policy issues; • Role of Zones as key participants into state-level advocacy and policy development, including the formal required role of Zones and the additional opportunities for Zones; • Role of Zone delegates as Council representatives at the regional level, including the obligation to report back to Council on Zone activities; and, • Explanation that, while it is best practice that a Zone motion is submitted by way of a Council decision, Zone delegates can submit motions to a meeting of a Zone, which is an autonomous, self-governing body, and it is recommended that the Zone is advised whether the motion has the backing of a Council resolution.
6	That: 1. The Committee structure, as outlined above be adopted by State Council, to take effect from December 2019; 2. The Corporate Governance Charter be amended to reflect the changes to the Committee Terms of Reference and membership, as outlined; and, 3. A CEO Performance Review Committee be established, to be chaired by the President and to meet at least once per year.

7	That the following process be endorsed for the development, consideration and endorsement of submissions Government and other stakeholders (when there is insufficient time for it to be included in the State Council agenda), and the Corporate Governance Charter be amended to reflect the changes: 1. WALGA staff prepare interim submission under the guidance of their Executive Manager, with reference to existing positions of State Council, input from Policy Team and / or contemporary feedback from the Local Government sector. 2. Policy Team meet to amend or endorse the draft submission to proceed to State Council, with the meetings of the Policy Team to be held via teleconference or videoconference where practicable. 3. Draft submission is considered by State Council by Flying Minute using the Board Effect platform. 4. Submission is put forward to Government as an endorsed State Council position. 5. Submission is included in the next State Council agenda as an item for noting.
8	That information regarding the role of Zones, and Zone delegates, and the process for submission of Zone motions, be prepared and circulated to Zones, and included in the WALGA Elected Member Prospectus and the Corporate Governance Charter.
9	That: 1. The secretariat engage with Zones regarding the services and support that WALGA provides to Zones; and, 2. The secretariat continues to offer baseline Zone secretariat services to Zones as appropriate.
10	That: 1. The secretariat develop templates and processes to reduce the length of State Council agenda items; 2. Following consultation with the sector, production of hard copy agendas cease beginning with the March 2020 meeting of State Council; and, 3. A process be implemented, in consultation with the Local Government sector, to enable Councils to consider items for decision in the State Council agenda to raise awareness of contemporary strategic advocacy and policy issues and to enable Councils to provide guidance and direction to their Zone representatives.

Appendix 1 – Sample State Council Agenda Item

Interim Submission to Salaries and Allowances Tribunal – Elected Member Fees and Allowances (05-034-01-0019 TL)

By Tim Lane, Manager Strategy and Association Governance

Recommendation

That the interim submission to the Salaries and Allowances Tribunal relating to Elected Member Fees and Allowances be endorsed.

In Brief

- WALGA has prepared a submission to the Salaries and Allowances Tribunal relating to Fees and Allowances payable to Elected Members to input into the Tribunal's 2019 determination;
- The Submission argues for an increase on the basis of the following four main arguments:
 - i. Vibrant democracy and good governance: fees and allowances payable to Elected Members should be sufficient to ensure that a diversity of candidates from a range of backgrounds. Further, corporate governance literature suggests that diverse leadership groups make better decisions;
 - ii. Demands of the role: as the complexity of Local Government increases, and the demands placed upon Elected Members grow in the social media age, the remuneration paid to Elected Members for their significant time commitment must compensate for the personal and opportunity costs of taking on a significant community leadership position;
 - iii. Skills and training: as Elected Members continue to undertake training – and with the implementation of the State Government's universal Elected Member training policy likely to occur in the near future – the time that Elected Members spend on professional development should be recognised by the fees and allowances framework; and,
 - iv. Economic erosion: in recent years there have been a number of 'no increase' determinations in relation to Elected Member fees and allowances, which means that the relative value of Elected Member fees and allowances have eroded over time. WALGA contends that this trend should be arrested and fees and allowances should be increased.
- WALGA's submission argues for an increase to the Elected Member fees and allowances payable to Elected Members in the order of three percent, with the Salaries and Allowances Tribunal to consider appropriate economic indicators and increasing training requirements in future years.

Attachment

Submission to the Salaries and Allowances Tribunal: Local Government Elected Member Fees and Allowances

Policy Implications *(Only if relevant)*

WALGA previously advocated for the Salaries and Allowances Tribunal to be given jurisdictional authority to determine Elected Member fees and allowances. The attached interim submission is consistent with existing WALGA policy.

Budgetary Implications *(Only if relevant)*

Background

WALGA advocated strongly for the Salaries and Allowances Tribunal to be given jurisdictional authority to determine Elected Member fees and allowances when fees and allowances were contained in regulations. Following WALGA's advocacy, the Salaries and Allowances Tribunal has been determining Elected Member fees and allowances since 2013.

WALGA, along with Local Governments and other stakeholders, was invited to make a submission in relation to the Salaries and Allowances Tribunal's current remuneration inquiry relating to Local Government Chief Executive Officers and Elected Members.

WALGA has developed a submission in relation to Elected Member remuneration on behalf of the Local Government sector due to increasing feedback that the current remuneration framework is inadequate for the increasing complexity of Local Government and the growing demands of the role of an Elected Member.

The attached submission was endorsed by State Council's Executive Committee at their 20 February meeting and submitted to the Salaries and Allowances Tribunal on 21 February 2019 on an interim basis pending Zone and State Council consideration.

Comment

The Submission argues for an increase to Elected Member fees and allowances in the order of three percent on the basis of four main arguments.

Firstly, Local Government plays a key role in Australian democracy and fees and allowances payable to Elected Members should be sufficient to ensure a diversity of candidates from a range of backgrounds are willing and able to nominate for important community representative positions. In addition, the corporate governance literature argues convincingly, with empirical evidence, that diverse boards and leadership teams make better decisions.

Secondly, the complexity of Local Government responsibilities are increasing and so are the demands placed upon Local Government Elected Members in the social media age. The fees and allowances framework must acknowledge the personal and opportunity costs faced by Elected Members in undertaking their role.

Thirdly, as Elected Members continue to engage in training and professional development – and with the implementation of the State Government's universal Elected Member training policy expected in the near future – the time that Elected Members spend on professional development should be recognised by the fees and allowances framework.

Finally, there have been a number of 'no increase' determinations in recent years, partly due to the broader economic context in Western Australia, but this has led to the economic erosion of the fees and allowances relative to the broader community. WALGA's submission contends that this economic erosion should be arrested and reversed.

WALGA's submission argues for an increase to the Elected Member fees and allowances payable to Elected Members in the order of three percent, with the Salaries and Allowances Tribunal to consider appropriate economic indicators and increasing training requirements in future years.

The interim submission is attached for State Council consideration.

Draft Submission

Mandatory Code of Conduct for Council Members, Committee Members and Candidates

October 2019

About WALGA

The WA Local Government Association (WALGA) is working for Local Government in Western Australia. As the peak industry body, WALGA advocates on behalf of 138 Western Australian Local Governments. As the united voice of Local Government in Western Australia, WALGA is an independent, membership-based organisation representing and supporting the work and interests of Local Governments in Western Australia. WALGA provides an essential voice for 1,222 Elected Members, approximately 22,000 Local Government employees (16,500 Full Time Equivalent's) as well as over 2.5 million constituents of Local Governments in Western Australia.

Contacts

Tony Brown
Executive Manager Governance and Organisational Services
(08) 9213 2029 tbrown@walga.asn.au

James McGovern
Manager Governance
(08) 9213 2093 jmcgovern@walga.asn.au

Tim Lane
Manager Association Governance and Strategy
(08) 9213 2029 tlane@walga.asn.au

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Background

The *Local Government Legislation Amendment Act 2019* will introduce new requirements in relation to Mandatory Codes of Conduct for Council Members, Committee Members and Candidates for Local Government Elections (Part 5, Division 9 as amended by the *Local Government Legislation Amendment Act 2019*).

The Department of Local Government, Sport and Cultural Industries have released a draft document – *Mandatory Code of Conduct for Council Members, Committee Members and Candidates* – for consultation.

While WALGA and other invited parties participated in a working group to develop the document, the draft was released without WALGA's endorsement and there are a number of concerns with the draft that will be expanded upon in this submission. WALGA appreciates the opportunity afforded to participate in the working group process and to make a submission on the draft document.

The Department of Local Government, Sport and Cultural Industries is seeking feedback on the draft document by 6 December 2019. It is important that Local Governments also make submissions to the Department on this draft document to ensure the sector's views are received.

WALGA is seeking feedback on this draft submission by 25 October 2019. WALGA's submission, which will be updated following sector feedback, will then be included in the December State Council Agenda for consideration at November Zone meetings, before being considered at the 4 December meeting of State Council.

General Comments - Councillor Conduct

WALGA has long led its Member Local Government's advocacy for high standards of behaviour by those who are democratically elected to represent the people within their district, and personal responsibility for the consequences when there is a lack of it.

WALGA commenced lobbying for official conduct legislation in 2002, to enable action to be taken against individuals rather than an entire Council. The Sector held the view that Council dismissals, such as occurred at the City of Cockburn (2000), City of South Perth (2002) and City of Joondalup (2005) could possibly have been averted if powers were available to deal with individual Elected Member's behaviour.

The Sector's advocacy for official conduct legislation correlated with a shared frustration that Codes of Conduct, a compulsory requirement of Section 5.103(3) of the *Local Government Act 1995* ('the Act') were unenforceable when behaviours departed from expressed standards. This was due to the absence at that time of a disciplinary framework in the Act to deal with misbehaviour and misconduct by individual council members.

WALGA conducted extensive consultation with the Sector over a number of years, leading to promulgation of the *Local Government (Official Conduct) Amendment Act 2007*, amending the Act to introduce minor, serious and recurrent breach allegation complaint processes, and the commencement in October 2007 of the *Local Government (Rules of Conduct) Regulations* ('the Regulations').

More recently, the Act was amended to introduce powers enabling the Minister for Local Government to suspend or dismiss individual council members failing in their duties or behaving in an egregious manner if '...seriousness or duration of that failure or conduct make it inappropriate for the council member to remain a member of the council.'¹ The amendments contained in the *Local Government (Suspension and Dismissal) Act 2018* commenced in November 2018.

The Rules of Conduct Regulations were reviewed in 2010 and 2016. WALGA acknowledges past amendments improving operational efficiency e.g. Standards Panel may refuse to deal with frivolous, trivial, vexatious etc. allegations,² and recent amendments that extend confidentiality provisions³ and providing the Standards Panel with discretion to refer parties to participate in mediation.⁴

¹ *Local Government Amendment (Suspension and Dismissal) Bill 2018* Explanatory Memorandum at Page 1.

² Section 5.110(3A) of 2016

³ Section 5.123 of 2019

⁴ Section 5.110(3B) of 2019

Bringing Codes and Rules Together; Uncoupling Codes of Conduct for Council Members and Employees

The Mandatory Code of Conduct will be a departure from the present legislative form that separates Codes of Conduct and the Rules of Conduct Regulations.

It will also depart from the present requirement to adopt one Code of Conduct that is to be observed by council members, committee members and employees.

The new section 5.51A, to commence at another time, will require the CEO to prepare and implement a Code of Conduct to be observed only by employees, aligning with the Sector's view that all matters relating to employees be separated from Council involvement and be contemplated within the CEO's functions under Section 5.41(g) of the Act.⁵

An additional significance is that the Mandatory Code of Conduct will apply to Local Government election candidates in the same way it applies to council members, and an alleged breach of the Code of Conduct by a candidate can only be referred to the Local Government Standards Panel if elected.⁶

This aligns with the Sector's advocacy that a Code of Conduct should apply to candidates⁷ and the proposal that any inappropriate behaviour during the election cycle should result in the successful candidate being held accountable under the Rules of Conduct Regulations.⁸

The Department's Draft for Consultation provides further guidance⁹ on the new Code:

- *The Act requires that local governments adopt the Code within three months of the amendments taking effect. Until the Code is adopted, the model Code applies.*
- *While local governments are not able to amend Part A or Part C, additional behaviours can be included in Part B that are not inconsistent with the Code.*
- *In considering additional behaviours, the council may give consideration to behaviours that are not currently represented in the Code that it considers are important. This may include introducing a dress standard for members or use of technology, for example.*
- *To adopt the Code, a resolution passed by an absolute majority is required. Once the Code is adopted, it must be published on the local government's official website.*

⁵ 'be responsible for the employment, management supervision, direction and dismissal of other employees'

⁶ Local Government Legislation Amendment Bill 2019 Explanatory Memorandum at Page 2.

⁷ WALGA State Council Minutes Review of 2011 Local Government Elections' Ref. Resolution 24.2/2012

⁸ WALGA State Council Minutes 'Review of 2013 Local Government Elections' Ref. Resolution 44.2/2014

⁹ See 'Guidelines' at Page 3

Specific Feedback

The following pages provide a commentary on the Draft for Consultation document ('the Draft') released by the Department of Local Government, Sport and Cultural Industries. The Draft refers to a 'Mandatory' Code of Conduct whereas amendments to the Local Government Act refer to a 'Model' Code of Conduct. This paper will use the term 'Model' throughout the following commentary.

Construction of the Model Code

Codes and Rules will be brought together under Section 5.103(2) as amended by the Local Government Legislation Amendment Act 2019:

- (2) *The model code of conduct must include -*
- (a) general principles to guide behaviour;*
 - (b) requirements relating to behaviour; and*
 - (c) the rules of conduct.*

The Draft informs that the Model Code of Conduct is to be constructed in three Parts:

- **Part A** – Principles [Section 5.103(2)(a)]
- **Part B** – Behaviours [Section 5.103(2)(b)]
- **Part C** – Rules of Conduct [Section 5.103(2)(c)]

Local Governments will not be able to amend Parts A and C, but additional behavioural content may be included in Part B that is not inconsistent with the Model Code.

Part A - Principles

The Preamble to the Model states that 'the purpose of this Code is to guide the decisions, actions and behaviours of council members, committee members and candidates.'

Part A sets out the Principles to be contained in the new Model Code under the headings 'Personal Integrity', 'Relationships with others' and 'Accountability'. This expands upon the 'General principles that guide the behaviour of council members' currently found under Regulation 3 of the *Local Government (Rules of Conduct) Regulations* and are intended to support Part B – Behaviours, and Part C – Rules of Conduct.

Part B - Behaviours

I. Application

It is noted that neither Part B nor Part C of the Model apply to the behaviours of committee members or candidates. No information is provided to clarify why only council members are subject to Parts B and C nor any rationale for the exclusion of committee members and candidates from behavioural standards and Rules of Conduct, particularly noting Section 5.103(3)(b), as amended, states:

- (3) The model code of conduct may include provisions about how the following are to be dealt with –*
(b) alleged breaches of the rules of conduct by committee members

The Minister for Local Government, Hon. David Templeman, when introducing the *Local Government Legislation Amendment Bill 2019* to Parliament in the Second Reading Speech, specified the application of the Code to candidates, in an effort to improve behaviour during an election period, stating:

“Alleged breaches of the rules of conduct during the election campaign will be progressed when the candidate is elected.”¹⁰

WALGA recommends seeking comment from the Department of Local Government, Sport and Cultural Industries on the intended application of Part B – behavioural standards, and Part C – Rules of Conduct to committee members and candidates.

II. New Complaints Provision

Section 5.103(3)(a) will introduce the discretion for the Model Code of Conduct to deal with alleged breaches of requirements relating to behaviour. This is a significant amendment as the *Local Government Act 1995* has not previously mandated a complaints process relating to behavioural content of a Code of Conduct, but nor has it imposed any restriction.

Under the Model Code, an alleged breach of a Rule of Conduct will continue to be referred to the Local Government Standards Panel. Part B, Rule 2.17 of the Model sets out that Local Governments will be required to deal with allegations made by ‘any person’ of a behavioural breach.

¹⁰ Extract from Hansard, Legislative Assembly, March 2019 at p1310d to 1312a

Some Local Governments have incorporated in their current Code of Conduct a process for dealing with a behavioural breach that permits 'any person' to make a complaint; the majority of Local Governments have not.

The City of Joondalup¹¹ and City of South Perth¹² are examples of Local Governments that exercised discretion under general competence powers to incorporate a complaints process in their adopted Code of Conduct. No information is currently available on the frequency or management of complaints of a behavioural breach under current Codes of Conduct.

WALGA seeks comment from Members experienced in dealing with breach allegations relating to their current Code of Conduct to assist with building perspective on processes and consequences associated with managing behavioural breach allegations.

III. Complaint Management

Rules 2.17 to 2.22 set out the Complaint Management standards, with Rule 2.21 requiring development of a Council-endorsed policy to guide the process. The associated Guidelines provide additional information on tools and resources to assist with policy development, complaints management and resolution. Attachment 1 provides a matrix of possible actions where there is finding of a behavioural breach.

WALGA seeks comment on the proposed Complaint Management process.

IV. 'Rules'

Throughout Part B, the numbered provisions are referred to as 'Rules'. This has the potential to create confusion with the already-established terminology familiar to the Sector of 'Rules of Conduct', which form Part C.

WALGA recommends a separate nomenclature for numbered provisions in Part B (i.e. 'Item' or 'Clause') to avoid any potential for confusion between Part B and Part C, particularly when breach allegations arise.

¹¹ 'City of Joondalup Code of Conduct for Employees, Elected Members and Committee Members' at Page 21

¹² 'City of South Perth Code of Conduct' at Page 9

Part C – Rules of Conduct

As previously discussed, Part C of the Model Code only references council members.

It is noted there are numerous, self-evident typographical errors throughout Part C (i.e. inconsistent referencing and numbering) and it is presumed the Department is aware and will remedy where necessary.

The Rules of Conduct replicate for the most part, the existing provisions from the current Rules of Conduct Regulations. The Model Code adds commentary by including 'Elements of Rule of Conduct'. It is not known whether these Elements will have any influence on the deliberations of the Local Government Standards Panel in the event of a breach allegation under Part C.

WALGA seeks comment on whether the 'Elements of Rule of Conduct' content adds value or assists council members to understand their responsibility to observe Rules of Conduct.

Misuse of Local Government Resources - Regulation 8 of the current Local Government (Rules of Conduct) Regulations

The Model Code creates a definition of the term 'resource' which does not appear in the current Rules of Conduct:

'resource is defined to mean tangible and intangible assets, services or other means of supporting the functions of local government, which are owned or paid for by the local government from public money'

It is not stated why there is a need to define 'resource' specifically, the potential impact this definition may have upon determining a breach allegation¹³ or whether the common dictionary definition is known to be ineffective - *'a stock or supply of money, materials, staff, and other assets that can be drawn on by a person or organization in order to function effectively.'*¹⁴

Securing Personal Advantage of Disadvantaging Others – Regulation 7 of the current Local Government (Rules of Conduct) Regulations

The Model Code is consistent with the current Regulations.

¹³ Section 6 of the *Interpretation Act 1984* (WA) applies – 'Definitions in a written law, application of'

¹⁴ Oxford English Dictionary

Repeated Breaches of Part B – Not currently Regulated

This new provision will provide an accountability measure where a council member continually breaches the behavioural requirements of Part B of the Model Code and appears to face value to have merit.

Item (iii) of this Rule will require thoughtful consideration, as it requires the Council to make a determination by resolution before a council member, who is found to have committed three or more breaches under Part B, can be referred to the Local Government Standards Panel:

‘(and) iii. the Council to which the member is elected, decides, via resolution, to make an allegation of a rule of conduct breach under this Part.’

WALGA notes that this new provision did not appear in early drafts of the Model Code and therefore was not considered at the Working Group convened by the Department of Local Government, Sport and Cultural Industries.

Prohibition against Involvement in Administration – Regulation 9 of the current Local Government (Rules of Conduct) Regulations

The Model Code is consistent with the current Regulations.

Relations with Local Government Employees - Regulation 10 of the current Local Government (Rules of Conduct) Regulations

The Model Code creates a definition of the term ‘employee’ which does not appear in the current Rules of Conduct. This definition references Section 5.36 of the Act, whereas the Act defines ‘employee’ under Section 1.4.

The Model Code proposes to add a further prohibition under Item (iii) that does not currently appear in the Rules of Conduct:

‘behave in an abusive or threatening manner towards any local government employee’

Unauthorised Disclosure of Information - Regulation 6 of the current Local Government (Rules of Conduct) Regulations

The Model Code proposes to add a further prohibition under Item (iii) that does not currently appear in the Rules of Conduct:

‘personal information as defined in the Freedom of Information Act 1992’

The remainder of the Model Code is consistent with the current Regulations.

Disclosure of Interest - Regulation 11 of the current Local Government (Rules of Conduct) Regulations

The Model Code amends the definition of the term 'interest'. It currently reads:

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

It is amended to read:

'interest means a material interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest'

It is unclear why it is proposed to amend this definition, given that the terms '*kinship, friendship or membership of an association*' provide useful reference points that presently help council members to understand their responsibility to declare this type of interest.

Contravention of certain Local Laws - Regulation 4 of the current Local Government (Rules of Conduct) Regulations

This provision is now included in Part B of the Model Code at 2.10 and 2.11.

WALGA seeks comment on the proposed Part C Model Code provisions.

Draft Submission

Standards and Guidelines for CEO Recruitment and Selection, Performance Review and Termination

October 2019

About WALGA

The WA Local Government Association (WALGA) is working for Local Government in Western Australia. As the peak industry body, WALGA advocates on behalf of 138 Western Australian Local Governments. As the united voice of Local Government in Western Australia, WALGA is an independent, membership-based organisation representing and supporting the work and interests of Local Governments in Western Australia. WALGA provides an essential voice for 1,222 Elected Members, approximately 22,000 Local Government employees (16,500 Full Time Equivalent's) as well as over 2.5 million constituents of Local Governments in Western Australia.

Contacts

Tony Brown
Executive Manager Governance and Organisational Services
(08) 9213 2029 tbrown@walga.asn.au

Tim Lane
Manager Association Governance and Strategy
(08) 9213 2029 tlane@walga.asn.au

James McGovern
Manager Governance
(08) 9213 2093 jmcgovern@walga.asn.au

Emma Clements
Employee Relations Service Manager
(08) 9213 2014 eclements@walga.asn.au

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Background

The *Local Government Legislation Amendment Act 2019* will introduce new requirements in relation to CEO recruitment, performance and termination (Sections 5.39A and 5.39B).

The Department of Local Government, Sport and Cultural Industries have released a draft document – *Standards and Guidelines for Local Government CEO Recruitment and Selection, Performance Review and Termination* – for consultation.

While WALGA and other invited parties participated in a working group to develop the document, the draft was released without WALGA's endorsement and there are a number of concerns with the draft that will be expanded upon in this submission. WALGA appreciates the opportunity afforded to participate in the working group process and to make a submission on the draft document.

The Department of Local Government, Sport and Cultural Industries is seeking feedback on the draft document by 6 December 2019. It is important that Local Governments also make submissions to the Department on this draft document to ensure the sector's views are received.

WALGA is seeking feedback on this draft submission by 25 October 2019. WALGA's submission, which will be updated following sector feedback, will then be included in the December State Council Agenda for consideration at November Zone meetings, before being considered at the 4 December meeting of State Council.

General Comments – Philosophical Approach

WALGA's fundamental guiding principle is that democratically elected Councils are competent, and should be empowered to undertake their role of governing the Local Government's affairs. This is articulated in WALGA's Strategic Plan, which outlines the vision for Local Government as follows:

Local Governments will be built on good governance, autonomy, local leadership, democracy, community engagement and diversity.

WALGA's perspective is that Councils should be empowered to do the job they've been entrusted by the community in democratic elections to do. This includes responsibility for employment of a Chief Executive Officer. Further, WALGA believes that the correct approach is to build the capacity of Councils to undertake this function through the provision of professional services, advice and support, and training.

This is not to downplay the challenges associated with employing and managing a Chief Executive Officer. It is fully acknowledged that this one of Council's most challenging tasks.

Given Council has only one employee – the Chief Executive Officer – it is crucial that the Council makes an informed decision when employing a CEO, and has the processes in place to effectively manage the performance of the CEO. As Councillors are often community representatives, who may not be experienced or qualified in contemporary human resource management practices, employment, management and performance appraisal of the CEO may be one of the Council's most significant challenges.

The *Local Government Act 1995* requires that performance criteria for the purpose of reviewing the CEO's performance are established. Similarly, development of these performance criteria are crucial for the Council to get right.

For these reasons, WALGA offers an Elected Member training course on CEO Performance Appraisals, and provides Elected Members with significant advice and assistance through the CEO recruitment and performance appraisal cycle.

WALGA also recommends that Councils engage a specialised recruitment consultant to assist Councils manage the recruitment process.

The development of guidelines to assist Councils through the Chief Executive Officer employment cycle is supported in principle. However, WALGA believes the approach should be based on capacity building, guidance and support, and help where necessary; not based on the development of rules that create a compliance regime which may create uncertainty, unnecessary administration and risk for Local Governments and Chief Executive Officers.

Specific Feedback

WALGA has concerns relating to some specific aspects of the draft document. These concerns are outlined below.

Re-advertising the Position after 10 Years

It is unclear why there is a need for the position of Chief Executive Officer to be advertised after 10 years as a matter of course.

If the Council and the Chief Executive Officer are satisfied with the employment relationship, then forcing the position to be advertised will be disruptive, time-consuming, expensive, and counter-productive for the Local Government. Further, it will create uncertainty for the CEO who may be forced to look for alternative employment 'just in case'.

In addition, if the performance management process is undertaken correctly and thoroughly, there should not be any need for the position to be advertised after a timeframe specified in regulations.

Lastly, as Chief Executive Officers are on fixed term contracts, Councils already have the opportunity to consider whether to renew the incumbent's contract.

WALGA's view is that this requirement should be removed from the guidelines, and not included in regulations.

Selection Panel – Independent Person

It is unclear why an independent person should be included on the selection panel that makes recommendations to Council about the employment of a Chief Executive Officer.

Employment of the Chief Executive Officer is a fundamental role of Council. Including others on the selection panel risks creating uncertainty and ambiguity about the employment relationship.

The requirement to have an independent person on the selection panel is also impractical and may cause processes and decisions to become protracted. There is no guarantee that the independent person will have knowledge or experience in recruitment, Local Government processes, or Local Government Act requirements. This requirement could also add an unnecessary and unreasonable cost to the recruitment process, particularly for Councils in remote locations.

WALGA fully supports and encourages Councils to utilise a qualified recruitment consultant to guide Councils through the process of recruiting a CEO, but this person would not be a decision-making member of the selection panel.

Creating Diversity Section

WALGA contends that this section should be renamed “Sound Decision Making”, as this is what this section is primarily about.

It is acknowledged that unconscious biases can be a factor in decision making and building awareness of these biases in the guidelines is supported.

Independent Review of Termination Report

WALGA acknowledges that decisions and rationale relating to termination need to be documented. The principle that Councils should seek advice from an employee relations or legal advisor when terminating the CEO is acknowledged and supported.

It is not clear that requiring independent review of a termination report adds value. Rather, it will add unnecessary administrative time and risk into the decision making process.

Feedback on Consultation Questions

WALGA provides the following feedback in response to the consultation survey questions.

Recruitment and Selection

Question 12 – How frequently should a council be required to re-advertise the CEO position?

Council, as the employer, should determine when the position of CEO is advertised.

Question 13 – To what extent do you support that Local Governments should be required to undertake ‘blind CV recruitment’?

It is acknowledged that ‘blind CV recruitment’ could be a useful tool in some circumstances, but it should not be a requirement. In addition, in the Western Australian Local Government sector, blind CV recruitment would be almost practically impossible because the applicant’s previous employment experience would mean that they would be identifiable. That is, if an applicant listed “CEO at the Shire of _____”, their identity could be determined with a very quick internet search.

Questions 14-17 – Independent Selection Panel Members

The requirement to have an independent member on the selection panel is not supported.

Performance Review

Question 18 – How frequently should a Council review the performance of the CEO?

There is no rationale for why the current annual requirement is unsatisfactory. Clearly, a Council may have reasons to formally review the CEO's performance more frequently than the minimum annual requirement, and as such, the Council should have the discretion to do so.

Questions 19-21 – Independent Person on Performance Review Panel

It is unclear how an independent person on a performance review panel would add any value to the process, given an independent person may have limited knowledge about the CEO's recent performance.

In fact, having a person not involved in the employment relationship involved in the performance review process seems to be contrary to a fair and proper performance review process.

WALGA fully supports Councils utilising an experienced and qualified consultant to facilitate the performance review process, but not to contribute to the substance of the performance review.

Termination

Questions 22 and 23 – Termination Notice Periods

It is noted that notice periods must comply with the National Employment Standards. There needs to be compliance with employment law at a minimum and, as the role of CEO is a senior position, a greater notice period (in the order of three months) is appropriate.

Monitoring and Enforcement

Questions 24-30 – Monitoring and Enforcement

As outlined in the general comments section above, WALGA's preferred approach is one based on capacity building, advice and support, and training.

A compliance based approach undermines the intent of having guidelines to assist Local Governments in their decision making processes, and may lead to risks and unintended consequences.

The consultation questions seem to imply that costs that result from consequences stemming from breaching the standards would be borne by the Local Government: for example, if the

process needed to be redone or there was a dispute. Establishment of a compliance and enforcement framework of this nature seems to be unnecessarily putting public money at risk.

WALGA acknowledges that the CEO recruitment process needs to be undertaken properly, and legally, and it is for these reasons that WALGA is advocating for a capacity building approach, with Councils encouraged to engage professional services and advice to ensure the process is undertaken properly.

Question 25 – To what extent do you support the statement: If a Local Government Commissioner were to be established, local governments should be required to pay a levy to fund its establishment and operation?

This appears to be a new idea without any supporting information as to the powers, duties and role of a Local Government Commissioner, and is therefore not something that WALGA can support at this stage.

The idea that Local Governments should be levied to fund an apparatus of the State Government is not supported. This would represent a significant cost shift from the State Government to the Local Government sector, for what appears to be a core regulatory role of the Department of Local Government, Sport and Cultural Industries.

Guidelines

Questions 31-33 – Utility of the guidelines

In general, there is useful information in the guidelines that will be of assistance to Councils embarking on a CEO recruitment process. As argued in this submission, WALGA's perspective is that the approach should be based on capacity building, support, advice, and training, and not based on a compliance driven approach.



Hon Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and Food; Ports;
Minister Assisting the Minister for State Development, Jobs and Trade

Our ref: 64-13069

Mr Christopher Jackson
Chief Executive Officer
Narembeen Community Resource Centre
1 Longhurst Street
NAREMBEEN WA 6369

crcmanager@narembeen.wa.gov.au

Dear Mr Jackson

COMMUNITY RESOURCE CENTRE FUNDING

The McGowan Government is committed to maintaining the Community Resource Centre (CRC) program funding.

The CRC network has been through significant change over recent years and I believe that a period of consolidation and review is now needed.

I am also keen to provide ongoing certainty to CRCs once the current contract expires on 30 June 2020.

As a result, I have asked the Department of Primary Industries and Regional Development (DPIRD) to consult with the CRC network to undertake a process to review the current CRC contracts – what is working well and what improvements can be made.

I am keen to understand what the new contract arrangements will look like from 1 July 2020 and to determine, in collaboration with the CRC network, how each CRC will be engaged to deliver services, on behalf of government, to their community.

For this work to have the time required for full consultation to occur and to allow for a high quality co-design of the contract between government and the CRC Network, I have approved in principle the following strategy:

1. CRCs to be offered an extension to their current contract from 1 July 2020 to 30 June 2022, subject to confirmation that the CRC has met its contractual requirements under the current arrangement. During this time work will be done to improve the link to government requirements in the regions and where CRCs can help deliver these requirements. This timeframe also provides the opportunity for DPIRD to work closely with the CRC network to undertake a robust co-design of service delivery and for CRCs and government to work collaboratively to achieve the best outcome.

2. The delivery of a tender process for service provision beyond 30 June 2022 that meets procurement guidelines, but is not an onerous task for CRCs to engage in to deliver a tender offer.
3. A contract of services for CRCs to deliver to government that has been designed to meet local community needs and that will show the value of the CRC network in assisting government to deliver to regional WA.

I strongly encourage you to engage with DPIRD and provide advice and assistance about how your CRC can be the conduit for the work required in the regions by government agencies, and to actively work on the design of the new contract to ensure it meets the local needs of your community.

Yours sincerely

A handwritten signature in black ink, reading 'Hannah MacTiernan'. The signature is fluid and cursive, with a large initial 'H' and a stylized 'M'.

**HON ALANNAH MACTIERNAN MLC
MINISTER FOR REGIONAL DEVELOPMENT; AGRICULTURE AND FOOD; PORTS;
MINISTER ASSISTING THE MINISTER FOR STATE DEVELOPMENT,
JOBS AND TRADE**

25 September 2019

Hon Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and Food;
Ports; Minister Assisting the Minister for State Development, Jobs and Trade
11th Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005

Dear Minister,

COMMUNITY RESOURCE CENTRE FUNDING

In relation to your letter dated 25th September 2019, the Shire of Narembeen would like to acknowledge your ongoing support for CRC's in regional WA and the State Government's commitment towards the long term future of CRC's.

Over the past couple of years, CRC's have felt uncertain as to where their future was heading and it is comforting to know that the Government is offering extensions to the current contracts until 30 June 2022 as well as working with the Department of Primary Industries and Regional Development (DPIRD) in reviewing contracts that are currently in place with CRC's.

The Shire of Narembeen believes that the above review process will ensure findings and recommendations that will further determine and strengthen the strategic direction of CRC's within Western Australia.

CRC's offer dedicated economic, social and business development opportunities for those living in regional Western Australia, their value in the regions should not be underestimated. The Shire of Narembeen works closely with the Narembeen CRC to ensure that it provides high quality service delivery to the Narembeen community, a relationship that spans over 25 years.

The Narembeen Community Resource Centre provides a wide array of information and community-based services to residents, local businesses and visitors, including information and services provided on behalf of country local government, the State Government of Western Australia, and Australian Government agencies.

As a Shire we appreciate the work the State Government is undertaking to look at ways to further develop the delivery of government services in Regional WA.

1 Longhurst Street,
Narembeen WA 6369

T (08) 9064 7308
F (08) 9064 7037

www.narembeen.wa.gov.au

We look forward to providing feedback on how the Narembreen CRC can better work with government agencies, services which are important to those living and working in Regional WA.

The Shire of Narembreen strongly supports your longer term approach to the future funding of CRC's. I would like to acknowledge the hard work of Rob Leicester and his dedicated team from the DPIRD. The Shire looks forward to continuing to work closely with DPIRD in ensuring the design of a new contract that meets the needs of the CRC Network and their communities.

Yours faithfully

Chris Jackson
CHIEF EXECUTIVE OFFICER
9 October 2019

ALLIANCE AGREEMENT

Commencement Date: 24th September 2019

Between the Parties

Shire of Narembeen
1 Longhurst St
Narembeen WA 6369
ABN 48 322 867 806

Go Narembeen Progress Association (Inc)
PO Box 287
Narembeen WA 6369
ABN 60 576 165 126

Definitions

'district' – Shire of Narembeen local government boundaries

1. Background

The Shire of Narembeen and Go Narembeen Progress Association (Inc) ('Go Narembeen') have common objectives and goals for the district. The Shire of Narembeen, in its Strategic Plan 2017- 2027 has the following relevant goals:

- To grow the community and visitor population
- Create and capture positive economic opportunities

Go Narembeen has the following goals, as per their constitution:

- To build community spirit.
- To encourage community development of the social, economic and physical infrastructure in the Narembeen Shire.
- To support and encourage the community with local development initiatives which will improve the quality of life for residents in the Shire.
- To encourage the establishment of enterprises.

The common goals between the parties are to encourage the planning and development of initiatives that bring value, populations and quality of life to the district.

The need for industrial land to be developed in Narembeen has been identified as a number one priority by both parties moving forward given the current lack of availability which is hindering the future growth of the town. The Shire of Narembeen has obtained formal rezoning of a portion of land off South Road, Narembeen and has commenced the development of the Narembeen South Industrial Land project and both parties are committed to working together to see this project come to fruition over the next 2-4 years.

The Shire of Narembeen owns the Caravan Park and is keen for support in various capacities to pursue further development of the site. This potential development aims to increase the number and quality of accommodation offered in the district and in turn see value delivered to the district. Both parties have agreed to pursue developments associated with improvements at the Narembeen Caravan Park.

The Shire of Narembeen believes that a formal alliance between the two organisations for these projects is necessary but also sees immense value in a formal alliance to see additional projects of benefit come to fruition in the future.

2. Purpose of this Alliance

To formalise the relationship and existing cooperation and collaboration between the Shire of Narembeen and Go Narembeen

3. Goals of the Alliance

- a) To use each other's strengths and skills collectively for the benefit of the district
- b) To forward plan and jointly deliver projects of value for the district

4. Areas of Collaboration

- c) Economic development outcomes
- d) Positive social and community outcomes
- e) Building the capacity of the district and community members

5. Commitments

In acting upon this agreement, both parties agree to:

- To act in good faith
- To be professional in all communication and interaction
- To make available any documents that are in relation to project planning and delivery
- Exercise due skill, care and diligence in working together and achieving common objectives
- Commit to innovation and continuous improvement
- Have the necessary insurances in place to carry out joint projects
- Recognise the volunteer capacity of some individuals within both parties and support volunteers where required

6. Deliverables

Both parties agree to:

- Send notices for meetings to each other for distribution, in writing and with a reasonable time frame
- Send any meeting notes, minutes and documents to each other for distribution within a reasonable time frame
- Develop written project proposals, including financial and risk implications for each project that is proposed for the alliance, that genuinely achieves common objectives
- Present the project proposals to both parties individually and collectively for consideration
- Be open to reviews and comments on project proposals and answer any questions openly
- Give reasonable time for consideration of project proposals

7. Resolution of Issues

Both parties acknowledge and agree that by making the commitment to enter into this agreement any issues which may arise between the parties will be minimised, if not eliminated. If there is an issue each party agrees to immediately notify the other and any issue that arises will attempted to be resolved.

8. Ambiguities and Inconsistencies

Both parties agree that if they discover any ambiguity, discrepancy or inconsistency between the agreement or any other document associated with it, they must notify the other party in writing as soon as practical.

9. Term

The agreement commences on the commencement date (see page 1) and concludes by agreement from both parties, with a review annually.

10. Relationship

Nothing in this agreement gives a party authority to bind any other party in any way. Each organisation is independent and this agreement does not create a joint venture.

11. Key Contacts

Chris Jackson
Chief Executive Officer
Shire of Narembreen
PH 90647308
E ceo@narembreen.wa.gov.au

Signed: _____
Date: 2 OCTOBER 2019

Witness Name: SCOTT WILDGOOSE
Witness Signature: _____
Date: 2 OCTOBER 2019

Michael Currie
President
Go Narembreen Progress Association Inc
PH 0428 230 276
E mbcurrie@bigpond.com

Signed: _____
Date: _____

Witness Name: MARGARET ANNE BUTLER
Witness Signature: _____
Date: 24 September 2019.

ATTACHMENT - AGENDA ITEM 8.5.4

Financial Report – September 2019

SHIRE OF NAREMBEEN
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 30 September 2019

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

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MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

KEY INFORMATION

Items of Significance

The below information summarises the Shire's capital expenditure, as well as its current financial position compared to last years financial position. The notes to this report provide a more detailed analysis of the Shire's financial position.

	% Completed	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over
Capital Expenditure					
Buildings					
Apex Park Toilet Block replacement		245,000	0	0	-
Airstrip RFDS repairs / upgrades		120,000	20,000	0	(20,000)
Cemetery Upgrade - Stage 1 - C/F		120,000	32,587	25,000	(7,587)
Cemetery upgrade - stage 2		65,174	62,500	53,960	(8,540)
Lesser Hall Interpretation Centre - C/F		125,000	172,500	94,867	(77,633)
Road Board Building renovation - C/F		230,000	67,500	40,928	(26,572)
Caravan Park upgrade roadways and surrounds		90,000	0	0	-
Mt Walker tennis court renewal		100,000	130,000	64,395	(65,605)
Solar power at transfer station		130,000	0	0	-
18 Hilton way asbestos fence replacement		25,000	8,000	0	(8,000)
21 Northmore Street asbestos fence replacement		8,000	0	0	-
Ada Street carpets - C/F		5,000	0	4,555	4,555
26 Thomas Street - repaint		5,000	0	0	-
1/31 Curral Street - flooring		6,000	0	0	-
1/24 Doreen Street - flooring		5,000	0	0	-
Plant & Equipment					
CEO car		40,000	0	-	-
Leading hand ute		35,000	0	-	-
Cramphorne rd slk25.06Slk 28.50 RRG		260,000	0	-	-
Mt walker rd RRG		89,877	0	5,145	5,145
NB South rd slk o.o -3.25		510,000	0	-	-
Wakeman st reseal		65,000	0	-	-
Churchill st reseal		7,000	0	-	-
Townsite intersections - Blackspot		7,000	0	3,776	3,776
Hunter Road widening		410,000	0	-	-
Bows Road floodway 12.06.12.15		20,000	0	-	-
Dayman Road floodway 1.39-1.48 pipe		7,000	0	-	-
Emu Hill east rd floodway 27.53-27.47		17,000	0	-	-
Cemetery carpark reseal		7,000	0	-	-
Churchill Street precinct carpark		7,000	0	-	-
Narembreen Townsite Footpath Network		75,000	18,249	-	(18,249)
Parks, Gardens, Recreation Facilities, other					
Entry barriers system for Aquatic Centre		0	0	-	-
Printer at CRC		7,500	15,000	-	(15,000)
Altus Procurement system implementation		15,000	15,000	-	(15,000)
ICT Hardware renewal		15,000	0	-	-
ICT security upgrades		10,000	0	-	-

% Compares current ytd actuals to annual budget

Financial Position	* Note	This Time Last Year	Year to Date Actual
Adjusted Net Current Assets	112%	\$ 3,069,745	\$ 3,439,745
Cash and Equivalent - Unrestricted	100%	\$ 3,055,328	\$ 3,055,328
Cash and Equivalent - Restricted	100%	\$ 2,606,854	\$ 2,606,854
Receivables - Rates	100%	\$ 393,771	\$ 393,771
Receivables - Other	100%	\$ 21,300	\$ 21,300
Payables	49%	\$ 74,645	\$ 36,679

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 7th April 2018
Prepared by: Manager of Finance and Administration
Reviewed by: Director of Corporate Services

BASIS OF PREPARATION

REPORT PURPOSE

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

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), 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. 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.

SIGNIFICANT ACCOUNTING POLICIES

GOODS AND SERVICES TAX

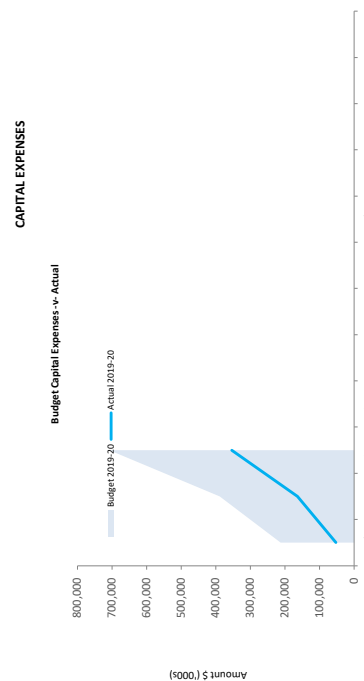
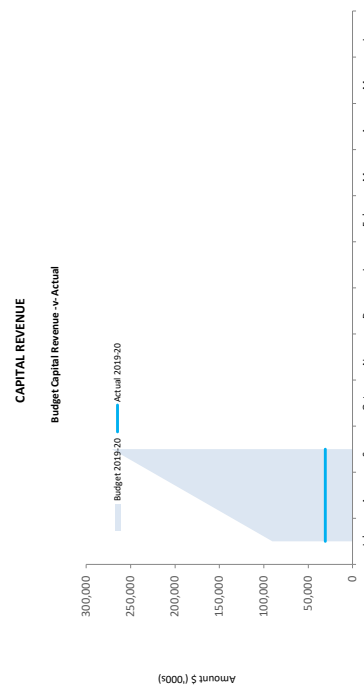
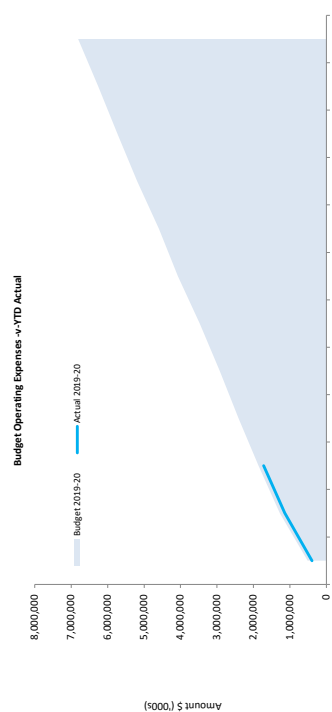
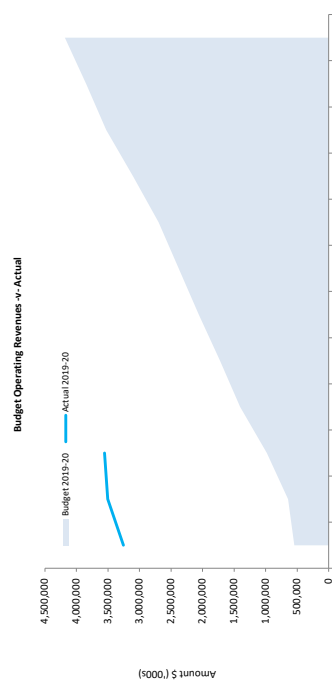
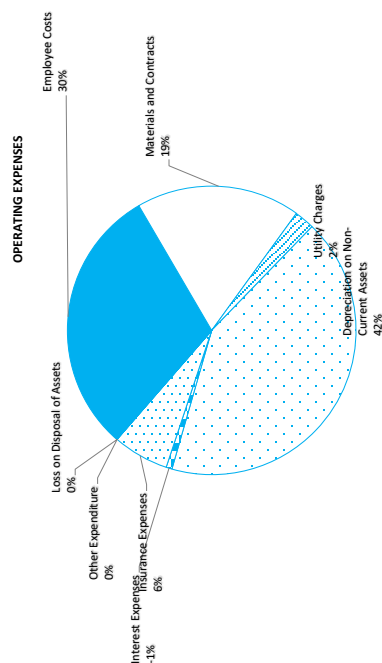
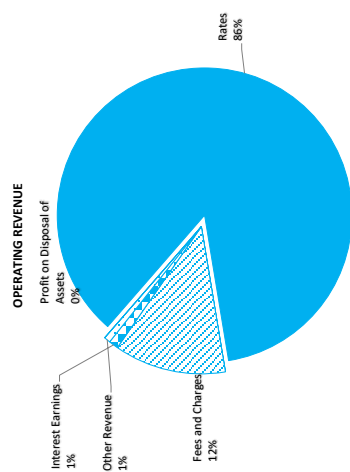
Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to,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

CRITICAL ACCOUNTING ESTIMATES

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

MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 30 SEPTEMBER 2019

SUMMARY GRAPHS



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

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

STATUTORY REPORTING PROGRAMS

	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	1,830,991	1,830,991	1,195,833	(635,158)	(35%)	
Revenue from operating activities						
Governance	47,000	11,742	10,044	(1,698)	(14%)	
General Purpose Funding - Rates	1,731,892	432,696	1,733,511	1,300,815	301%	▲
General Purpose Funding - Other	1,194,824	298,977	296,079	(2,898)	(1%)	
Law, Order and Public Safety	80,566	20,135	51,943	31,808	158%	▲
Housing	77,742	19,428	25,128	5,700	29%	
Community Amenities	303,098	23,247	159,938	136,691	588%	▲
Recreation and Culture	32,954	8,226	2,988	(5,238)	(64%)	
Transport	186,580	49,631	978,841	929,210	1872%	▲
Economic Services	358,450	89,604	275,377	185,773	207%	▲
Other Property and Services	190,904	27,284	19,450	(7,834)	(29%)	
	4,204,010	980,970	3,553,299			
Expenditure from operating activities						
Governance	(212,830)	(182,998)	(325,698)	(142,700)	(78%)	▼
General Purpose Funding	(149,660)	(37,412)	(479)	36,933	99%	▲
Law, Order and Public Safety	(197,098)	(49,414)	(43,430)	5,984	12%	
Health	(141,446)	(35,542)	(19,851)	15,691	44%	
Housing	(180,470)	(45,954)	(19,267)	26,687	58%	▲
Budget amendments	(806,434)	(206,274)	(130,341)	75,933	37%	▲
Recreation and Culture	(1,178,838)	(298,986)	(190,257)	108,729	36%	▲
Movement in Trust and Accrued Loan Interest			12,119			
Local Government House			0			
Bring to Account CRC Accounts			(681)			
Amount attributable to operating activities	123,924	(171,180)	2,581,428			
Investing Activities						
Non-operating Grants, Subsidies and Contributions	1,300,067	271,263	30,814	(240,449)	(89%)	▼
Proceeds from Disposal of Assets	206,000	0	0	0		
Capital Acquisitions	(3,558,051)	(707,838)	(353,938)	353,901	50%	▲
Amount attributable to investing activities	(2,051,984)	(436,575)	(323,124)			
Financing Activities						
Proceeds from New Debentures	20,000	0	0	0		
Transfer from Reserves	200,000	0	0	0		
Repayment of Debentures	(69,000)	0	(7,246)	(7,246)		
Transfer to Reserves	(53,931)	0	(7,147)	(7,147)		
Amount attributable to financing activities	97,069	0	(14,393)			
Closing Funding Surplus(Deficit)	0	1,223,235	3,439,745			

KEY INFORMATION

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

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

The material variance adopted by Council for the 2019/20 year is \$25,000 or 10% whichever is the greater.

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

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

BY NATURE OR TYPE

	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	1,830,991	1,830,991	1,195,833	(635,158)	(35%)	▼
Revenue from operating activities						
Rates	1,730,783	432,696	1,733,511	1,300,815	301%	▲
Operating Grants, Subsidies and Contributions	1,690,598	396,740	1,537,500	1,140,760	288%	
	0	0	0	0		
Fees and Charges	597,287	122,710	247,476	124,766	102%	▲
Interest Earnings	81,842	20,457	20,763	306	1%	
Other Revenue	33,500	8,367	14,049	5,682	68%	
Profit on Disposal of Assets	70,000	0	0			
	4,204,010	980,970	3,553,299			
Expenditure from operating activities						
Employee Costs	(2,063,666)	(553,689)	(525,773)	27,916	5%	
Materials and Contracts	(1,345,481)	(334,660)	(320,267)	14,393	4%	
Utility Charges	(329,000)	(71,835)	(39,422)	32,413	45%	▲
Depreciation on Non-Current Assets	(2,834,942)	(708,726)	(735,151)	(26,425)	(4%)	
Interest Expenses	(51,750)	(12,933)	11,514	24,447	189%	
Insurance Expenses	(203,689)	(174,914)	(109,362)	65,553	37%	▲
Other Expenditure	(16,500)	(4,119)	0	4,119	100%	
Loss on Disposal of Assets	(5,100)	0	0			
	(6,850,127)	(1,860,876)	(1,718,460)			
Operating activities excluded from budget						
Add back Depreciation	2,834,942	708,726	735,151	26,425	4%	
Adjust (Profit)/Loss on Asset Disposal	(64,900)	0	0	0		
Adjust Provisions and Accruals	0	0	0	0		
Adjust Provisions and Accruals NC LSL			0			
Movement in Trust and Accrued Loan Interest			12,119			
Local Government House			0			
Bring to Account CRC Accounts			(681)			
Amount attributable to operating activities	123,924	(171,180)	2,581,428			
Investing activities						
Non-operating grants, subsidies and contributions	1,300,067	271,263	30,814	(240,449)	(89%)	▼
Proceeds from Disposal of Assets	206,000	0	0	0		
Capital acquisitions	(3,558,051)	(707,838)	(353,938)	353,901	50%	▲
Amount attributable to investing activities	(2,051,984)	(436,575)	(323,124)			
Financing Activities						
Proceeds from New Debentures	20,000	0	0	0		
Self-Supporting Loan Principal			0			
Transfer from Reserves	200,000	0	0	0		
Repayment of Debentures	(69,000)	0	(7,246)	(7,246)		
Transfer to Reserves	(53,931)	0	(7,147)	(7,147)		
Amount attributable to financing activities	97,069	0	(14,393)			
Closing Funding Surplus (Deficit)	0	1,223,235	3,439,745			

KEY INFORMATION

▲▼ 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.

Adjusted Net Current Assets	Ref Note	Last Years Closing 30 June 2019	This Time Last Year 30 Sep 2018	Year to Date Actual 30 Sep 2019
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	1,101,149	3,055,328	3,055,328
Cash Restricted	3	2,599,707	2,606,854	2,606,854
Receivables - Rates	4	69,496	393,771	393,771
Receivables - Other	4	93,809	21,300	21,300
Loans receivable		5,314	5,314	5,314
Interest / ATO Receivable		0	(0)	(0)
Inventories		6,024	6,024	6,024
Land held for resale - current		370,000	370,000	370,000
		4,245,499	6,088,591	6,458,591
Less: Current Liabilities				
Payables		(74,645)	(36,679)	(36,679)
Provisions - employee		(352,032)	(352,032)	(352,032)
Long term borrowings		(69,846)	(62,600)	(62,600)
		(496,523)	(451,311)	(451,311)
Unadjusted Net Current Assets		3,748,976	5,637,281	6,007,281
Adjustments and exclusions permitted by FM Reg 32				
Grants and Contributions	3	(2,599,707)	(2,606,854)	(2,606,854)
Less: Land held for resale		(370,000)	(370,000)	(370,000)
Budget amendments		(5,314)	(5,314)	(5,314)
Add: Provisions - employee		352,032	352,032	352,032
Add: Long term borrowings		69,846	62,600	62,600
Adjusted Net Current Assets		1,195,833	3,069,745	3,439,745

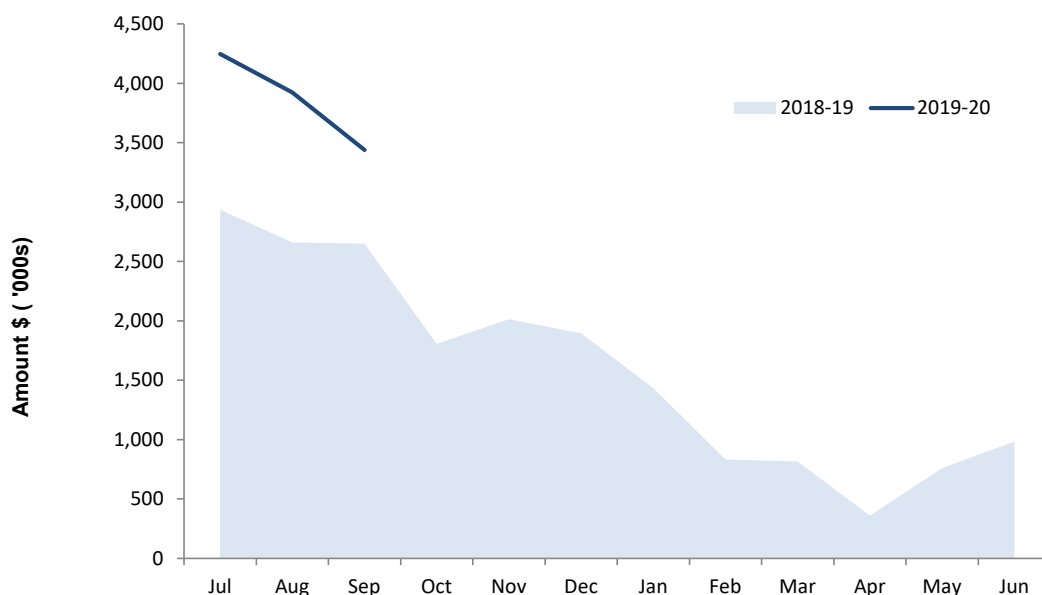
SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

Adjusted Net Current Assets (YTD)



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 2019/20 year is \$25,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
	\$	%			
Revenue from operating activities					
Governance	(1,698)	(14%)			
General Purpose Funding - Rates	1,300,815	301%	▲	Permanent	No budget applied for rates
General Purpose Funding - Other	(2,898)	(1%)			
Law, Order and Public Safety	31,808	158%	▲	Timing	ESL raised with rates not yet received
Health	0				
Education and Welfare	0				
Housing	5,700	29%			
Community Amenities	136,691	588%	▲	Timing	Rubish raised with rates
Recreation and Culture	(5,238)	(64%)			
Transport	929,210	1872%	▲	Permanent	WANDRRA funding budgeted as a contract asset
Economic Services	185,773	207%	▲	Timing	Skeleton weed funding received
Other Property and Services	(7,834)	(29%)			
Expenditure from operating activities					
Governance	(142,700)	(78%)	▼	Timing	Profiling error
General Purpose Funding	36,933	99%	▲	Timing	Grants received
Law, Order and Public Safety	5,984	12%			
Health	15,691	44%			
Education and Welfare	0				
Housing	Grants and Contrib	58%	▲	Timing	Reallocation to be performed
Community Amenities	75,933	37%	▲	Permanent	Reallocation to be performed
Recreation and Culture	Budget amendmer	36%	▲	Timing	Depreciation not applied
Transport	(40,462)	(5%)			
Financing Activities	0	0%			
Proceeds from New Debentures	0				
Self-Supporting Loan Principal	0				
Transfer from Reserves	0				
Advances to Community Groups	0				
Repayment of Debentures	(7,246)				
Transfer to Reserves	(7,147)				

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

**OPERATING ACTIVITIES
NOTE 3
CASH AND INVESTMENTS**

Cash and Investments	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
Cash on Hand	\$	\$	\$	\$			
Petty Cash and Floats	716			716			
At Call Deposits							
Municipal Fund	3,054,612			3,054,612			
Reserve Fund		2,606,854		2,606,854			
Restricted - Cash	0						
Trust Fund			20,263	20,263			
CRC - operating							
Term Deposits							
Municipal Investment - Term Deposit		0					

Total

3,055,328

2,606,854

20,263

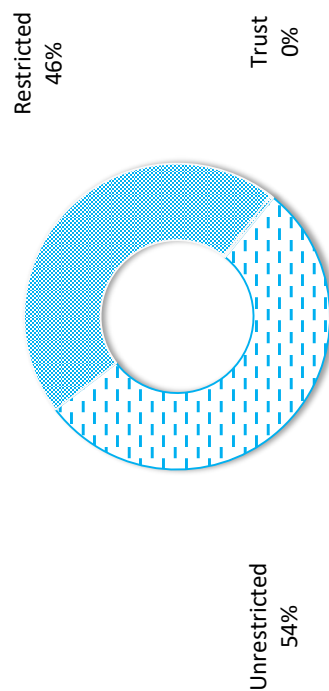
5,681,729

SIGNIFICANT ACCOUNTING POLICIES

Grants and Contributions

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments 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.



Total Cash

Unrestricted

\$5.68 M

\$3.06 M

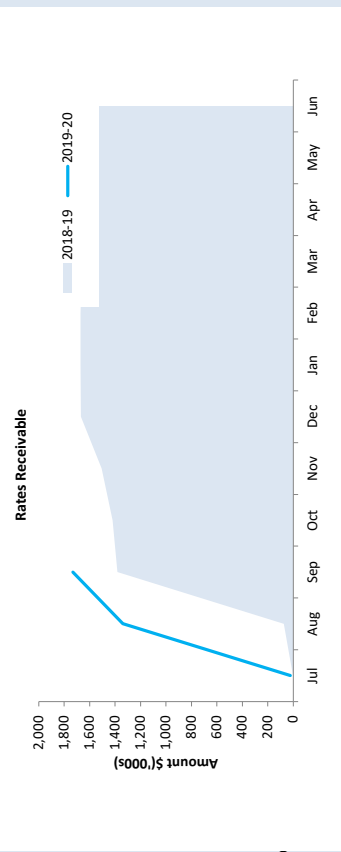
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2019

OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

	1/07/2018 30 June 2019	30 Sep 19
Rates Receivable	\$	\$
Opening Arrears Previous Years	82,539	69,496
Levied this year	1,669,192	1,785,421
Less Collections to date	(1,682,235)	(1,461,145)
Equals Current Outstanding	69,496	393,771
Net Rates Collectable	69,496	393,771
% Collected	100.78%	81.84%

KEY INFORMATION

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

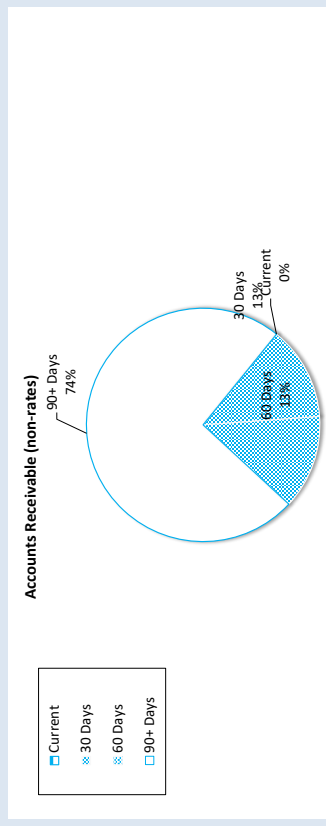


Budget amendments	82%
Rates Due	\$393,771

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
Receivables - General	\$	\$	\$	\$	\$
Percentage	0%	13%	13%	74%	
Balance per Trial Balance					
Sundry debtors	0	1,213	1,213	6,888	9,314
GST receivable	0				0
Loans receivable - clubs/institutions					0
Income in advance					0
					0
Total Receivables General Outstanding					9,314
Amounts shown above include GST (where applicable)					

SIGNIFICANT ACCOUNTING POLICIES

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.



Debtors Due	\$9,314
Over 30 Days	100%
Over 90 Days	74%

Grants and Contributions

	Amended			
	Annual Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Operating grants, subsidies and contributions				
General Purpose funding				
Financial assistance grant	640,820	160,203	158,217	(1,986)
Financial assistance Roads	446,234	111,558	93,421	(18,137)
	1,087,054	271,761	251,638	-20,123
Law, order and public safety				
Bush Fire Brigade Operating Grant (DFES) - Income	23,000	5,750	0	(5,750)
	23,000	5,750	0	-5,750
Community Amenities				
CRC Grants and Contributions	118,666	3,762	30,122	26,360
	118,666	3,762	30,122	26,360
Transport				
Direct Grant Funding (Main Roads) - Income	180,000	45,000	194,092	149,092
	180,000	45,000	194,092	149,092
Grants and Contributions				
Economic Services				
Budget amendments	252,000	63,000	252,000	189,000
Operating grants, subsidies and contributions Total	1,660,720	389,273	727,852	338,579
Non-operating grants, subsidies and contributions				
Recreation and Culture				
Public / Lesser Hall Hire Fees - Income	80,500	123	30,832	30,709
Mt Walker Contribution	80,000	0	0	0
	160,500	123	30,832	30,709
Transport				
Regional Airport Development funding	0	0	0	0
Regional Road Group Funding (Main Roads) - Income	404,971	101,241	0	(101,241)
Roads to Recovery Funding (FDoT) - Income	408,000	102,000	0	(102,000)
Black Spot Funding - Income	272,096	68,022	0	(68,022)
Airfield Contributions	61,580	4,631	0	(4,631)
	680,096	170,022	0	-170,022
Non-operating grants, subsidies and contributions Total	1,307,147	276,017	30,832	-245,185
Grand Total	2,967,866	665,290	758,684	93,395

KEY INFORMATION

NOTE 6
BUDGET AMENDMENTS

[illegible]

KEY INFORMATION

Shire of Narembeen
Bank Reconciliation - September 2019

BW account # GL Account #	Municipal 5347926 11590100	Restricted Cash 0059637 1590200	Reserves 5347900 1595500	Trust 5347934 1591000
Balance as per GL Cash at Bank GEN	\$ 3,054,612.47	\$ -	\$ 2,606,853.64	\$ 20,262.74
Plus				
Unpresented Cheques/EFT	0.00			\$ -
Outstanding as per Synergy report	0.00	0.00	0.00	0.00
PLUS				
Super not paid	171.65			
Super not paid	29.85			
Banked in October	(9.60)			
Banked in October	(3,071.25)			
T155 transfer to Muni	(653.87)			653.87
Transfer to Muni	160.00			(160.00)
TOTAL	(3,373.22)	0.00	0.00	493.87
Total	\$ 3,051,239.25	\$ -	\$ 2,606,853.64	\$ 20,756.61
Balance as per BW Statement	\$ 3,051,239.25	\$ -	\$ 2,606,853.64	\$ 20,756.61
Difference	\$ -	\$ -	\$ -	\$ -

OUTSTANDING CHEQUES

Muni

Trust

Prepared By: Rachael Moore
 Signed: 
 Date: 8-10-19

Checked By: 
 Signed: 
 Date: 9/10/2019

ATTACHMENT - AGENDA ITEM 8.5.5

September 2019 – Schedule of Accounts

Date: 07/10/2019
Time: 10:10:34AM

SHIRE OF NAREMBEEN
Creditor payments September 2019

USER: Rachael Moore
PAGE: 1



Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12495	06/09/2019	Australian Services Union Payroll deductions	MUNI	49.80
EFT12496	06/09/2019	Avon Waste Domestic Rubbish Collection for Shire Sites AUG 2019	MUNI	13,504.06
EFT12497	06/09/2019	Chris Bray Electrics Pty Ltd Admin Ladies Toilet Lights, Admin/Council Chambers Lighting	MUNI	173.80
EFT12498	06/09/2019	Dallcon Road Maintenance Costs - Supply & Delivery Pipes, Headwall Pipes	MUNI	9,779.00
EFT12499	06/09/2019	Department Of Fire And Emergency Services (FESA) 2019/20 ESL Quarter Emergency Services Levy - 1st Qtr Contribution	MUNI	15,523.20
EFT12500	06/09/2019	Easifleet Payroll deductions	MUNI	664.84
EFT12501	06/09/2019	Hasta Manana Pty Ltd T/A Artificial Lawn Supplies Mt Walker Tennis Club- Payment 2 - 25% Start Work on Synthetic Surface	MUNI	35,417.25
EFT12502	06/09/2019	Merredin Telephone Services Admin Office Program After Hours Message	MUNI	551.00
EFT12503	06/09/2019	Narembeen Medical Centre Employment Medical - Gary Skipsey	MUNI	145.00
EFT12504	06/09/2019	Ness Gas Supplies Caravan Park - 45kg Gas Bottle	MUNI	270.00
EFT12505	06/09/2019	PC & JE Kennedy Mt Walker Culvert - Bobcat work	MUNI	5,660.00
EFT12506	06/09/2019	Perfect Computer Solutions Pty Ltd Monthly Fee Daily monitoring (Aug) & Labour for Chris & Sheree Computers	MUNI	340.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12507	06/09/2019	Sheridans For Badges CRC Work order - Badges PO 26211	MUNI	154.99
EFT12508	06/09/2019	Shire Of Kulin Reimbursements - Local Government Week - Roe Roc Dinner	MUNI	576.18
EFT12509	06/09/2019	Stephen Carrick Architects Narembeen Lesser Hall - Site Meeting 3July2019 + Travel	MUNI	1,760.00
EFT12510	06/09/2019	Toll Ipec Pty Ltd CRC - State Library Delivery	MUNI	10.73
EFT12511	06/09/2019	WALGA 2019 Local Government Convention - C.Jackson, A.Wright,N.Sipper, R.Cole	MUNI	6,305.00
EFT12512	10/09/2019	Department of Mines,industry regulation and safety BSL 29 NORTHMORE	TRUST	56.65
EFT12513	10/09/2019	Narembeen Shire Council BSL COMMISION	TRUST	5.00
EFT12514	10/09/2019	Western Australian Treasury Corporation Loan No. 129 Interest payment -	MUNI	7,850.84
EFT12515	13/09/2019	A-Team Printing Ram Sale Cards	MUNI	338.80
EFT12516	13/09/2019	AMAC Mechanical PE25 & PE75 - Nissan Navara & CAT Grader Services	MUNI	1,155.00
EFT12517	13/09/2019	Aust Post Postage CRC & Shire - Supply Period ending 31/08/2019	MUNI	147.38
EFT12518	13/09/2019	BSC PE25 - Roller Bearings, Bearing Cups & Seals	MUNI	513.97
EFT12519	13/09/2019	Boc Gases PE999 - Gas Charges	MUNI	42.94
EFT12520	13/09/2019	Busselton City Construction Pty Ltd Lessor Hall Project PO 25964	MUNI	45,079.10
EFT12521	13/09/2019	Cody Express Transport Traffic Signage	MUNI	21.13

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12522	13/09/2019	Colestan Electrics Arthur Cousins - Replace Smoke alarm	MUNI	198.00
EFT12523	13/09/2019	Fuel Distributors of Western Australia Depot Fuel Delivery Aug 2019	MUNI	27,079.80
EFT12524	13/09/2019	Henry Schein Regional Pty Ltd Sensor Kit & Monthly Digital Support service	MUNI	35.00
EFT12525	13/09/2019	Irving Holdings WA Various Consumables - Fuel, Newspaper, Catering	MUNI	872.34
EFT12526	13/09/2019	Ixom Chlorine Service Fee AUG 2019	MUNI	84.57
EFT12527	13/09/2019	JR and A Hersey Pty Ltd PE999- Sunscreen,Sunglasses & Ear Muffs	MUNI	415.77
EFT12528	13/09/2019	Landmark Operations Limited Chemical Purchase	MUNI	406.71
EFT12529	13/09/2019	Local Government Professionals Australia WA 2019/2020 Membership EMCS	MUNI	531.00
EFT12530	13/09/2019	Market Creations Skeleton Weed Coordinator -500xBusiness Cards	MUNI	176.00
EFT12531	13/09/2019	Marketforce West Australian Ad - Tenders for Motor Grader RFT02/2019	MUNI	541.55
EFT12532	13/09/2019	Narembeen Hardware and Ag Supplies Various Hardware Items - Aug 2019	MUNI	2,266.85
EFT12533	13/09/2019	Narembeen Hardware and Ag Supplies - Building A/C Miscellaneous Hardware Supplies - July 2019	MUNI	19,886.65
EFT12534	13/09/2019	Narembeen Tyre Service PE25 Roller - Tyre Changes & tubes	MUNI	410.00
EFT12535	13/09/2019	Officeworks CRC - Stationary Purchase 20/08/19	MUNI	67.34
EFT12536	13/09/2019	P M Services Narembeen Narembeen Transfer Station - Aug & Sept 2019, 48x hours Total	MUNI	2,496.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12537	13/09/2019	PC & JE Kennedy Lesser Hall - Remove & Repair Abestos Fence	MUNI	12,760.00
EFT12538	13/09/2019	Perfect Computer Solutions Pty Ltd Computer Set Up - CRC, Admin, Relief plus Monthly Fee	MUNI	722.50
EFT12539	13/09/2019	The Narembeen Cafe CRC Community Wellbeing Meeting - Sandwiches	MUNI	100.00
EFT12540	13/09/2019	WA Contract Ranger Services Ranger Services - 30/8 & 06/09 2019	MUNI	561.00
EFT12541	13/09/2019	Wadderin Wildlife Sanctuary Inc. Donation to Wadderin Wildlife Sanctuary to cover cost of Insurance premium to AON	MUNI	1,345.30
EFT12542	13/09/2019	Willway Plumbing and Gas Various Plumbing jobs plus travel	MUNI	3,545.47
EFT12543	19/09/2019	All Ways Foods Cleaning Products for CRC, Gym,Admin & Caravan Park	MUNI	937.60
EFT12544	19/09/2019	Allmark And Associates Pty Ltd Plaque - NC Community Precinct PO 25977	MUNI	583.00
EFT12545	19/09/2019	Australian Services Union Payroll deductions	MUNI	49.80
EFT12546	19/09/2019	Bruce Rock Community Resource Centre Inc. Full page advert - vacant positions	MUNI	32.00
EFT12547	19/09/2019	Bunbury Floor World Supply only flooring materials for Ada St	MUNI	5,010.00
EFT12548	19/09/2019	Chris Bray Electrics Pty Ltd Labour - medical centre TV unit	MUNI	121.00
EFT12549	19/09/2019	Civic Legal Services between 04/07 and 30/08	MUNI	3,833.41
EFT12550	19/09/2019	Easifleet Payroll deductions	MUNI	664.84
EFT12551	19/09/2019	GP Surveys Progress Claim 1 - Lots 1,10 Longhurst St Narembeen - Suveying,Drafting, Travel & Accommm	MUNI	3,080.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12552	19/09/2019	Grants Empire Develop RED Grant application Narembeen south Industrial Land Project Payment 2/2 PO 25918	MUNI	1,056.00
EFT12553	19/09/2019	Great Southern Fuel Supplies Fuel purchase BP Myaree 10/08/19	MUNI	59.92
EFT12554	19/09/2019	Narembeen Club Inc Alcohol for council meeting	MUNI	216.80
EFT12555	19/09/2019	Perfect Computer Solutions Pty Ltd Test and repair server issues April 2019	MUNI	382.50
EFT12556	19/09/2019	Phoenix Landscaping Services Pty Ltd Cemetary - entry statement and fencing PO 25969	MUNI	59,356.00
EFT12557	19/09/2019	Roadswest Engineering Group WA Pty Ltd Engineering Services - Narembeen South Rd industrial Subdivision PO 25925	MUNI	3,692.70
EFT12558	19/09/2019	SW Taylor Revision of OSH processes and ongoing support	MUNI	1,100.00
EFT12559	19/09/2019	St John Ambulance Narembeen Sub-centre Vehicle and workplace first aid kits PO 26066	MUNI	2,080.00
EFT12560	19/09/2019	Supafit Seat Covers Loader seat cover	MUNI	154.00
EFT12561	19/09/2019	Toll Ipec Pty Ltd Delivery charges - CRC/ Library	MUNI	10.73
EFT12562	26/09/2019	Ag Implements Narembeen Fuel Tank for John Deere Front End Loader	MUNI	2,304.87
EFT12563	26/09/2019	All Ways Foods Caravan Park - Bulk Laundry Liquid & Mop Handles	MUNI	284.59
EFT12564	26/09/2019	Arthur Cousins Reimbursement Arthur Cousins - Breathalyser & Employee Present	MUNI	204.90
EFT12565	26/09/2019	BSC Bearings & Seals for Tow behind rollers	MUNI	2,739.22
EFT12566	26/09/2019	Bruce Rock Engineering Triaxle Dolly, Pit Inspection & Tare Weight Cert	MUNI	29,580.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12567	26/09/2019	Chris Bray Electrics Pty Ltd Rec Centre Installation of Floodlight, Sth East Corner	MUNI	385.00
EFT12568	26/09/2019	Colestan Electrics 10 lightshades and rods PO 25975	MUNI	1,417.12
EFT12569	26/09/2019	Copier Support Monthly printing 26/08 - 20/09/2019	MUNI	508.39
EFT12570	26/09/2019	Covs Fuel & Oil Filters for Assorted Vehicles	MUNI	205.57
EFT12571	26/09/2019	Cutting Edges Pty Limited Grader Blades PO 26253	MUNI	1,440.28
EFT12572	26/09/2019	Farmscan Pty Ltd Windows tablet upgrade for sprayer and chemicals	MUNI	1,628.00
EFT12573	26/09/2019	Landgate Valuation rolls and mining tenements	MUNI	350.15
EFT12574	26/09/2019	Narembreen Hardware and Ag Supplies - Building A/C Shire Workshop Assorted Purchases - July 2019	MUNI	703.18
EFT12575	26/09/2019	Narembreen Tyre Service Repairs Tyres - Nissan Navara	MUNI	30.00
EFT12576	26/09/2019	P M Services Narembreen Waste Transfer Station - September 2019 Total 48x hrs	MUNI	2,496.00
EFT12577	26/09/2019	Perfect Computer Solutions Pty Ltd Labour - network and computer systems	MUNI	212.50
EFT12578	26/09/2019	Personalised Ribbons CRC Community Precint Opening - Red Ribbon plus Postage	MUNI	60.00
EFT12579	26/09/2019	Ron Bateman And Co Tractor Roller - Oil Seal	MUNI	25.80
EFT12580	26/09/2019	The Narembreen Cafe New employee welcome morning tea	MUNI	49.50
EFT12581	26/09/2019	Toll Ipec Pty Ltd Freight for Works Delivered & Health parcels Dispatched	MUNI	42.91

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT12582	26/09/2019	Tyson Hayter (Narembeen LPO) 10 Cartons paper	MUNI	275.00
EFT12583	26/09/2019	WA Contract Ranger Services Ranger services for 13/09 and 17/09	MUNI	654.50
EFT12584	26/09/2019	WALGA Adverts for local elections	MUNI	1,265.00
DD10219.1	04/09/2019	Australian Super Superannuation contributions	MUNI	1,051.92
DD10219.2	04/09/2019	WA Local Government Superannuation Plan Payroll deductions	MUNI	9,242.46
DD10219.3	04/09/2019	CBUS Super Payroll deductions	MUNI	381.73
DD10219.4	04/09/2019	Hostplus Superannuation contributions	MUNI	206.12
DD10219.5	04/09/2019	Plum Super Fund Superannuation contributions	MUNI	235.03
DD10219.6	04/09/2019	AMP Life Limited Superannuation contributions	MUNI	246.43
DD10220.4	02/09/2019	Synergy - Western Power Synergy CSBP, WA Health & Street Lighting	MUNI	714.75
DD10220.6	02/09/2019	Telstra Various phone charges	MUNI	1,704.82
DD10220.7	05/09/2019	Synergy - Western Power Street Lighting	MUNI	1,117.75
DD10220.8	21/09/2019	Bankwest CEO Credit Card payments July 2019	MUNI	1,054.62
DD10235.1	04/09/2019	WA Local Government Superannuation Plan Superannuation contributions	MUNI	171.65
DD10235.2	18/09/2019	WA Local Government Superannuation Plan Payroll deductions	MUNI	29.85

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
DD10239.1	11/09/2019	Commander Australia Pty Ltd Admin phone charges	MUNI	68.51
DD10239.2	12/09/2019	HBF Health insurance - works manager	MUNI	398.50
DD10239.3	02/09/2019	BUPA Australia Health insurance CEO	MUNI	452.55
DD10241.1	16/09/2019	Telstra Telstra charges	MUNI	1,692.06
DD10243.1	18/09/2019	Australian Super Superannuation contributions	MUNI	822.74
DD10243.2	18/09/2019	WA Local Government Superannuation Plan Payroll deductions	MUNI	8,766.43
DD10243.3	18/09/2019	Equip Super Superannuation contributions	MUNI	169.88
DD10243.4	18/09/2019	CBUS Super Payroll deductions	MUNI	278.50
DD10243.5	18/09/2019	Hostplus Superannuation contributions	MUNI	147.70
DD10243.6	18/09/2019	Plum Super Fund Superannuation contributions	MUNI	235.03
DD10243.7	18/09/2019	AMP Life Limited Superannuation contributions	MUNI	246.43
DD10257.1	20/09/2019	Bankwest CEO Credit Card September 2019	MUNI	7,444.61
DD10257.2	18/09/2019	Power ICT Pty Ltd OnHold Recording Charges - Admin	MUNI	75.90
DD10257.3	20/09/2019	Synergy - Western Power Street Lighting Sept 2019 #357 814 430	MUNI	1,354.31
DD10261.1	27/09/2019	Fuel Distributors of Western Australia 22000L Fuel @ 1.38662	MUNI	30,505.64

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
DD10220.10	05/09/2019	Water Corporation Water Corporation Charges	MUNI	4,141.58

REPORT TOTALS

Bank Code	Bank Name	TOTAL
MUNI	Municipal 5347926	422,776.14
TRUST	Trust 5347934	61.65
TOTAL		422,837.79

ATTACHMENT - AGENDA ITEM 8.5.6

October 2019 Budget Review

October Amendments to Asset Acquisitions by Schedule

Asset Class	Job Number	Job Description	Original Budget	October Amendment	New Budget
Community Amenities					
Building - Non Specialised	2010	Apex Park Toilet Block replacement	\$ 245,000	0	\$ 245,000
Building - Non Specialised	2011	Airstrip RFDS repairs / upgrades	\$ 120,000	0	\$ 120,000
Building - Non Specialised	1817	Cemetary Upgrade - Stage 1 - C/F	\$ 65,174	0	\$ 65,174
Building - Non Specialised	2012	Cemetery upgrade - stage 2	\$ 125,000	0	\$ 125,000
Building - Non Specialised	1802	Lesser Hall Interpretation Centre - C/F	\$ 230,000	0	\$ 230,000
Building - Non Specialised	2013	Road Board Building renovation - C/F	\$ 90,000	30,000	\$ 120,000
Building - Non Specialised	2009	Caravan Park upgrade roadways and surrounds	\$ 100,000	0	\$ 100,000
Building - Non Specialised	2024	Mt Walker tennis court renewal	\$ 130,000	0	\$ 130,000
Building - Non Specialised	2025	Solar power at transfer station	\$ 25,000	0	\$ 25,000
Nuilding - Non Specialised	New	Automate Community Precinct Doors	\$ -	30,000	\$ 30,000
Road Infrastructure	2008	Cemetery carpark reseal	\$ 7,000	0	\$ 7,000
Road Infrastructure	2017	Churchill Street precinct carpark	\$ 75,000	0	\$ 75,000
		Total Community Amenities Capital Works	\$ 1,212,174		\$ 1,272,174
Governance					
Furniture and Equipment	2034	Printer at CRC	\$ 15,000	(4,500)	\$ 10,500
Furniture and Equipment	2031	Altus Procurement system implementation	\$ 15,000	0	\$ 15,000
Furniture and Equipment	2032	ICT Hardware renewal	\$ 10,000	0	\$ 10,000
Furniture and Equipment	2033	ICT security upgrades	\$ 10,000	0	\$ 10,000
Plant and Equipment	2029	CEO car	\$ 40,000	35,000	\$ 75,000
Furniture and Equipment	New	Dentist All in one Server Workstation	\$ -	8,000	\$ 8,000
		Total Governance Capital Works	\$ 90,000		\$ 128,500
Housing					
Building - Non Specialised	2014	18 Hilton way asbestos fence replacement	\$ 8,000	0	\$ 8,000
Building - Non Specialised	2022	21 Northmore Street asbestos fence replacement	\$ 5,000	0	\$ 5,000
Building - Non Specialised	1901	Ada Street carpets - C/F	\$ 5,000	2,500	\$ 7,500
Building - Non Specialised	2023	26 Thomas Street - repaint	\$ 6,000	0	\$ 6,000
Building - Non Specialised	2035	1/31 Curral Street - flooring	\$ 5,000	2,500	\$ 7,500
Building - Non Specialised	2035	1/24 Doreen Street - flooring	\$ 5,000	2,500	\$ 7,500
		Total Housing Capital Works	\$ 34,000		\$ 41,500
Other Property and Services					
Plant and Equipment	2027	Leading hand ute	\$ 35,000	0	\$ 35,000
Plant and Equipment	2028	Courier ute	\$ 35,000	0	\$ 35,000
Plant and Equipment	1914	Dolly C/F	\$ 26,500	3,000	\$ 29,500
Plant and Equipment	2037	Replace written off Ford Ranger	\$ 25,000	0	\$ 25,000
Plant and Equipment	2030	Grader	\$ 420,000	0	\$ 420,000
		Total Other Property and Services Capital Works	\$ 541,500		\$ 544,500
Recreation and Culture					
Furniture and Equipment	2026	Entry barriers system for Aquatic Centre	\$ 7,500	0	\$ 7,500
		Total Recreation and Culture Capital Works	\$ 7,500		\$ 7,500
Transport					
Road Infrastructure	2001	Emu Hill east rd R2R 40.04/39.13 C/P 30x70 - 2001	\$ 200,000	0	\$ 200,000
Road Infrastructure	2002	Cowan rd 0-14 R2R - 2002	\$ 260,000	0	\$ 260,000
Road Infrastructure	2003	Cramphorne rd slk25.06Slk 28.50 RRG	\$ 89,877	0	\$ 89,877
Road Infrastructure	2004	Mt walker rd RRG	\$ 510,000	0	\$ 510,000
Road Infrastructure	2005	NB South rd slk o.o -3.25	\$ 65,000	0	\$ 65,000
Road Infrastructure	2006	Wakeman st reseal	\$ 7,000	0	\$ 7,000
Road Infrastructure	2007	Churchill st reseal	\$ 7,000	0	\$ 7,000
Road Infrastructure	2015	Townsite intersection Latham, Churchill, Currall and Longhurst Streets - Blackspot	\$ 410,000	215,000	\$ 625,000
Road Infrastructure	2016	Hunter Road widening	\$ 20,000	0	\$ 20,000
Road Infrastructure	2019	Bows Road floodway 12.06.12.15	\$ 7,000	0	\$ 7,000
Road Infrastructure	2020	Dayman Road floodway 1.39-1.48 pipe	\$ 17,000	0	\$ 17,000
Road Infrastructure	2021	Emu Hill east rd floodway 27.53-27.47	\$ 7,000	0	\$ 7,000
Footpath Infrastructure	2018	Narembreen Townsite Footpath Network	\$ 73,000	0	\$ 73,000
Road Infrastructure	New	Soldiers Road	\$ -	80,000	\$ 80,000
		Total Transport Capital Works	\$ 1,672,877		\$ 1,967,877
Economic Services					
Plant and Equipment	New	Skeleton Weed Ute	\$ -	60,000	\$ 60,000
			\$ -		\$ 60,000
Total Asset Acquisitions			\$3,558,051	464,000	\$ 4,022,051

October Amendments to Asset Disposals by Schedule

Asset Type	Asset/Licence Number	Net Book Value	Sale Proceeds	Expected Amendment to Proceeds	Expected Proceeds October	Profit/(Loss) on Disposal
Governance						
CEO Car	1NB	\$ 36,040	\$ 35,940	-\$ 15,000	\$ 20,940	\$ (15,100)
Other Property and Services						
Nissan Navara Ute	NB7298	\$ 20,477	\$ 18,030	\$	\$ 18,030	\$ (2,447)
Nissan Navara Ute	NB175	\$ 26,226	\$ 23,673	\$	\$ 23,673	\$ (2,553)
Grader	NB688	\$ 58,356	\$ 128,356	\$	\$ 128,356	\$ 70,000
Economic Services						
Skeleton Weed Ute	PE208	\$ 51,652		\$ 45,000	\$ 45,000	\$ (6,652)
Total Asset Disposals - as per Note 4(b) forming part of the budget		\$ 192,752	\$ 206,000	\$	\$ 236,000	\$ 43,248

October Amendments to Cash Position.

GL Account Code	Description	Classification	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	Comments
	Budget Review 1 (October 2019)		\$	\$	\$	
2013	Roads Board Building Renovation	Capital Expenses		(30,000)	0 (30,000)	Over budget due to electrical issues
2029	CEO Car	Capital Expenses		(35,000)	(65,000)	Original Budget based on incorrect asset figure - CEO requires similar replacement vehicle
4212000	Loss on Sale of Assets (CEO Car)	Operating Expenses		(15,000)	(80,000)	Vehicle valuations under budgetted proceeds
New	Skeleton Weed Vehicle Replacement	Capital Expenses		(60,000)	(140,000)	Grant income received to cover vehicle turnover - not in original budget by error
New	Loss on Asset Disposal (Skeleton Weed Vehicle)	Operating Expenses		(6,652)	(146,652)	Grant income received to cover vehicle turnover - not in original budget by error
1901	Proceeds from Asset disposal	Operating Revenue	30,000		(116,652)	
2034	Ada Street Flooring	Capital Expenses		(2,500)	(119,152)	Actual Quotes received above budget
	Printer at CRC	Capital Expenses	4,500		(114,652)	Actual Quotes received below budget
New	Soldiers Road RTR Project	Capital Expenses		(80,000)	(194,652)	Needed to increase our RTR spending - \$80K 19/20 \$500K 20/21
1212600	Roads to Recovery Income	Capital Revenue	132,000		(62,652)	Need to access at least \$511,000 of RTR this financial year
2015	Townsite Intersection - Blackspot	Capital Expenses		(215,000)	(277,652)	Federal Funding for initial project plan
1212800	Blackspot Funding	Capital Revenue	352,904		75,252	Federal Funding for 100% instead of 66%
New	Dentist Computer Hardware	Capital Expenses		(8,000)	67,252	Computer identified for renewal with other IT Hardware but this computer is in fact a computer/server all in one system
2035	1/31 Curral Street - Flooring	Capital Expenses		(2,500)	64,752	Quotes expected to match Ada Street
2036	1/24 Curral Street - Flooring	Capital Expenses		(2,500)	62,252	Quotes expected to match Ada Street
1914	Dolly	Capital Expenses		(3,000)	59,252	Actual expenditure greater than budget
New	Automate Community Precinct Doors	Capital Expenses		(30,000)	29,252	Numerous complaints about the weight of the doors has been received - quote for components around \$20K without labour
	Amended Cash Position		519,404	(490,152)	29,252	

SHIRE OF NAREMBEEN
STATEMENT OF BUDGET REVIEW
(NATURE OR TYPE)
Impact of Proposed October Amendments

	Budget	Proposed amendments		
	Annual Budget (a)	Variance Permanent (c)	Variance Timing (Carryover) (d)	Year End (a)+(c)+(d)
	\$	\$	\$	\$
OPERATING ACTIVITIES				
Net current assets at start of financial year surplus/(deficit)	1,830,991	0	0	1,830,991
Revenue from operating activities (excluding rates)				
Operating grants, subsidies and contributions	1,690,598	0	0	1,690,598
Profit on asset disposals	70,000	0	0	70,000
Fees and charges	597,287	0	0	597,287
Interest earnings	81,842	0	0	81,842
Other revenue	33,500	0	0	33,500
	2,473,227	0	0	2,473,227
Expenditure from operating activities				
Employee costs	(2,063,666)	0	0	(2,063,666)
Materials and contracts	(1,345,481)	0	0	(1,345,481)
Utility charges	(329,000)	0	0	(329,000)
Depreciation on non-current assets	(2,834,942)	0	0	(2,834,942)
Interest expenses	(51,750)	0	0	(51,750)
Insurance expenses	(203,689)	0	0	(203,689)
Loss on asset disposals	(5,100)	(21,652)	0	(26,752) ▲
Other expenditure	(16,500)	0	0	(16,500)
	(6,850,128)	(21,652)	0	(6,871,780)
Non-cash amounts excluded from operating activities	2,770,042	0		2,770,042
Amount attributable to operating activities	224,132	(21,652)	0	202,480
INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions	1,300,067	484,904	0	1,784,971 ▲
Capital Acquisitions	(3,558,051)	(464,000)	0	(4,022,051) ▲
Proceeds from disposal of assets	206,000	30,000	0	236,000 ▲
Amount attributable to investing activities	(2,051,984)	50,904	0	(2,001,080)
FINANCING ACTIVITIES				
Proceeds from new borrowings	0	0	0	0
Proceeds from advances	0	0	0	0
Proceeds from self supporting loans	20,000	0	0	20,000
Transfers from cash backed reserves (restricted assets)	200,000	0	0	200,000
Repayment of borrowings	(69,000)	0	0	(69,000)
Advances to community groups	0	0	0	0
Transfers to cash backed reserves (restricted assets)	(53,931)	0	0	(53,931)
Amount attributable to financing activities	97,069	0	0	97,069
Budget deficiency before general rates	(1,730,783)	29,252	0	(1,701,531)
Estimated amount to be raised from general rates	1,730,783			1,730,783
Predicted End of Year Closing funding surplus(deficit)	0	29,252	0	29,252 ▲

SHIRE OF NAREMBEEN
STATEMENT OF BUDGET REVIEW
(STATUTORY REPORTING PROGRAM)
Impact of Proposed October Amendments

	Budget	Predicted			
	Adopted	Variance	Variance	Year End	Material
	Annual	Permanent	Timing	(a)+(c)+(d)	Variance
	Budget	(c)	(Carryover)		
Note	(a)		(d)		
	\$	\$	\$	\$	
OPERATING ACTIVITIES					
Net current assets at start of financial year surplus/(deficit)	1,830,991	0	0	1,830,991	
		0			
Revenue from operating activities (excluding rates)					
Governance	47,000	0	0	47,000	
General purpose funding	1,195,932	0	0	1,195,932	
Law, order, public safety	80,566	0	0	80,566	
Health	0	0	0	0	
Education and welfare	0	0	0	0	
Housing	77,742	0	0	77,742	
Community amenities	303,098	0	0	303,098	
Recreation and culture	32,954	0	0	32,954	
Transport	186,580	0	0	186,580	
Economic services	358,450	0	0	358,450	
Other property and services	190,904	0	0	190,904	
	2,473,226	0	0	2,473,226	
Expenditure from operating activities					
Governance	(212,830)	(15,000)	0	(227,830)	▲
General purpose funding	(149,660)	0	0	(149,660)	
Law, order, public safety	(197,098)	0	0	(197,098)	
Health	(141,445)	0	0	(141,445)	
Education and welfare	0	0	0	0	
Housing	(180,470)	0	0	(180,470)	
Community amenities	(806,434)	0	0	(806,434)	
Recreation and culture	(1,178,838)	0	0	(1,178,838)	
Transport	(3,272,331)	0	0	(3,272,331)	
Economic services	(513,367)	(6,652)	0	(520,019)	▲
Other property and services	(197,654)	0	0	(197,654)	
	(6,850,127)	(21,652)	0	(6,871,779)	
Non-cash amounts excluded from operating activities	2,770,042	0	0	2,770,042	
Amount attributable to operating activities	224,132	(21,652)	0	202,480	
INVESTING ACTIVITIES					
Non-operating grants, subsidies and contributions	1,300,067	484,904	0	1,784,971	▲
Purchase property, plant and equipment	(1,803,174)	(169,000)	0	(1,972,174)	▲
Purchase and construction of infrastructure	(1,754,877)	(295,000)	0	(2,049,877)	▲
Proceeds from disposal of assets	206,000	30,000	0	236,000	▲
Amount attributable to investing activities	(2,051,984)	50,904	0	(2,001,080)	
FINANCING ACTIVITIES					
Repayment of borrowings	10 (69,000)	0	0	(69,000)	
Proceeds from new borrowings	20,000	0	0	20,000	
Advances to community groups	0	0	0	0	
Proceeds from self supporting loans	0	0	0	0	
Transfers to cash backed reserves (restricted assets)	9 (53,931)	0	0	(53,931)	
Transfers from cash backed reserves (restricted assets)	9 200,000	0	0	200,000	
Amount attributable to financing activities	97,069	0	0	97,069	
Budget deficiency before general rates	(1,730,783)	29,252	0	(1,701,531)	
Estimated amount to be raised from general rates	1,730,783	0	0	1,730,783	
Closing Funding Surplus(Deficit)	2 0	29,252	0	29,252	▲

ATTACHMENT - AGENDA ITEM 8.5.7
Numbats Occasional Childcare Centre
Request for Donation

ANNUAL FINANCIAL STATEMENT

12 months ending 30 June, 2019

(Organisation) Narembeen Numbats Occasional Child Care Association Inc

(Service Name) Narembeen Numbats Occasional Child Care Centre

This Reporting
Period

Ended: 30 / 06
/2019

OPENING BALANCE	<u>\$-4,042.88</u>
RECEIPTS	
RECEIPTS FROM THE STATE PARTY	
(1) <u>July – September 2018</u>	\$ 7,154.00
(2) <u>October – December 2018</u>	\$ 7,154.00
(3) <u>January – March 2019</u>	\$ 7,154.00
(4) <u>April – June 2019</u>	\$ 7,154.00
TOTAL RECEIPTS FROM THE STATE PARTY	<u>\$ 28,616.00</u>
Fees and Charges	\$ 32,851.00
Other Service Income	\$
Other (for example, fundraising and donations, interest received)	\$ 2,402.73
TOTAL RECEIPTS	<u>\$ 63,869.73</u>
PAYMENTS	
Salaries and Related Costs	\$ 61,157.60
Administration Costs	\$ 3,706.57
Operational Costs	\$ 7,942.80
Motor Vehicle Costs	\$
Depreciation Costs	\$
Interstate Travel Costs	\$
Overseas Travel Costs	\$
Capital Costs	\$
Repairs and Maintenance Costs	\$
Other	\$ 200.00
	\$
TOTAL PAYMENTS	<u>\$ 73,006.97</u>
CLOSING BALANCE	<u>\$ -13,180.12</u>