



ORDINARY COUNCIL MEETING
19 August 2020

AGENDA

ATTACHMENTS



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ATTACHMENT - AGENDA ITEM 7.0

Status Report

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6685/18	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 completed, final report pending. Transfer process to then begin.	Ongoing	CEO/EHO
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. Review of other policies to be completed by December 2020.	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.	Sporting Club workshops held, report being prepared.	Ongoing	EMCS
7041/20	20-May-20	ADM562	Narembreen Bowling Club Playing Surface	That Council:- 1. Requests that the Narembreen Bowling Club provide minuted confirmation that the Club will cover the whole cost of the resurfacing of one Synthetic Bowling Green and other associated works at the Narembreen Recreation Centre at an estimated total cost of \$150,000 ex GST, which will be funded with a self-supporting loan of \$80,000 over a 10 year period and \$70,000 in cash funds from the Narembreen Bowling Club. 2. Advise the Narembreen Bowling Club that all Bowling Green infrastructure the subject of this project will be retained as property of the Shire of Narembreen. 3. Subject to point one above, approve the quote from Evergreen Synthetic Grass Landsdale WA for the supply and installation of the Evergreen Gold sand dressed bowling green surface 12mm at a cost of \$131,864 ex GST. 4. Notes that a budget amendment has been included in the May Budget Review to allow this project to commence this financial year. 5. Notes that the remaining costs for completion of this project will be included in the 2020/2021 budget.	Order placed for new surface and deposit paid. Works have commenced and new greens will be installed on 24 August 2020.	Ongoing	CEO
7054/20	17-Jun-20	ADM162	RFT 01/2020 - Provision of Waste Transfer Station Operation & Management	That Council:- 1. Approve that PM Services (Peter Miller) of 49 Churchill Street Narembreen be awarded the contract for the Provision of Waste Transfer Station Operation and Management for a Contract period of three (3) years commencing 1 August 2020 and concluding on 1 August 2023 with an option to negotiate an extension of up to a further two years. 2. Approve that the CEO prepare and sign the required contract for the Provision of Waste Transfer Station Operation and Management.	Contract signed by PM Services and Shire.	Complete	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
7055/20	17-Jun-20	ADM665	RFQ 01/2020 - Provision of Engineering and Technical Services	That Council:- 1. Approve that SMEC Australia Pty Ltd, based on the recommendation of the evaluation panel, local knowledge as the current provider and their company experience be awarded the contract for the Provision of Engineering and Technical Services for the Shire of Narembeen for the period 1 July 2020 until 30 June 2021, with an option to extend for a further two years subject to satisfactory performance of the contractor,. 2. Approve that the CEO be endorsed to undertake the contract performance assessment at 30 June 2021 and to approve on the two year option to extend the contract if the assessment is confirmed that the contractor is performing to a satisfactory standard.	Contract being prepared.	Ongoing	CEO
7061/20	17-Jun-20	ADM541	New Policy - Financial Hardship	That Council: 1. Adopt the Council Policy - Financial Hardship as presented. 2. Direct the CEO to advertise this adopted policy for 14 days in line with the public consultation period in the Council Policy – Strategic Policy Framework and report significant comments back to Council.	Advertising has taken place - no public comments were received.	Complete	EMCS
7070/20	15-Jul-20	ADM053	RFQ 02/2020 - Supply, Delivery & Spraying of Bitumen	That Council:- 1. Approve that Bitutek Pty Ltd of Ellenbrook WA, based on the recommendation of the evaluation panel, local knowledge as the current provider and their company experience be awarded the contract for the Supply, Delivery and Spraying of Bitumen (RFQ 2/2020) for a period of three years, from July 2020 to June 2023. With an option to extend for a further two years, depending on satisfactory performance and service provided. 2. Approve that the CEO be endorsed to undertake the contract performance assessment at 30 June 2023 and to approve the two-year option to extend the contract if the assessment is confirmed that the contractor is performing to a satisfactory standard.	Complete	Complete	CEO
7071/20	15-Jul-20	P4134	Proposed Subdivision - Lot 27278 (No 1374) Cumminin Rd, South Kumminin	That Council: 1. Recommend that the Western Australian Planning Commission refuse the application (No 159323) to subdivide Lot 27178 (No 1374) Cumminin Road, South Kumminin into two lots for the following reasons: (i) The application does not comply with the Western Australian Planning Commission Development Control Policy 3.4 which sets out the circumstances and principles for subdivision of rural land. (ii) The application fails to address land use compatibility, sustainable water supply, whether subdivision boundaries have been designed to reflect sound planning and land management principles, and the suitability / capability of the proposed smaller lot for continued rural activities. (iii) Support for the subdivision would set an undesirable precedent for ad-hoc subdivision of other Rural land throughout both the Shire and the State. 2. Advise the Western Australian Planning Commission that the owners live in an existing homestead located adjacent, but outside of the proposed new smaller 36 hectare lot. The Shire is of the understanding that the owners wish to construct a new dwelling on the proposed lot. The Commission is requested to provide advice to the owners on options for:- (iii) A revised plan that includes the existing house within the proposed lot; or (iv) Deferral of the application until a new house is constructed on the proposed smaller lot. The Shire would be supportive of a homestead lot that contains an existing house and complies with current WAPC Policy requirements. 3. Authorise the Shires Planning Consultant, Liz Bushby from Town Planning Innovations, to advise the WAPC of the Shires decision and to discuss the proposed subdivision with the applicant if required.	Recommendation emailed to L Bushby - TPI Innovations. Applicant will re-submit application.	Ongoing	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
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7072/20	15-Jul-20	ADM135	Narembeen Volunteer Fire and Emergency Services & Narembeen VFES) Vehicle Trasfer	<p>That Council approves:-</p> <ol style="list-style-type: none"> 1. That two Narembeen Bush Fire Brigade vehicles being a Toyota Landcruiser fast attack (NB025) and an Isuzu 2.4 fire truck (NB393) be disposed of to the Department of Fire and Emergency Services (DFES) as part of the establishment of the Narembeen Volunteer Fire and Emergency Services. 2. That in accordance with the signed Memorandum of Understanding between DFES and the Shire of Narembeen, DFES will as per section 4.2 of the MOU take full responsibility for these assets and ensure that this standard of fire appliance and or above will remain in the Shire of Narembeen in the future. 3. That Council gives local public notice in accordance with section 3.58 of the Local Government Act 1995 of its intent to dispose of this property to DFES with the following advertisement:- "The Shire of Narembeen as part of the establishment of the Narembeen Volunteer Fire and Emergency Service (VFES) plans to dispose of two Narembeen Bush Fire Brigade vehicles being a Toyota Landcruiser fast attack (NB025) and an Isuzu 2.4 fire truck (NB393) to the Department of Fire and Emergency Services (DFES). Note these fire appliances will be retained within the Shire as part of the Narembeen VFES. The consideration being received by the Shire will be nil with all transfer costs being met by DFES. The market value for the fire appliance has been estimated at \$89,125 for the Landcruiser fast attack and \$336,695 for the Isuzu 2.4 fire truck based on a valuation undertaken by the Shire in March 2020. The fire appliances have been fully funded through the DFES levy (grant funds at no cost to the Shire of Narembeen). Submissions are invited and close Thursday 6 August 2020 at 2pm. All enquires are to be directed to the CEO Chris Jackson." 4. That if no submissions are received by the closing date, the CEO is authorised to progress the transfer process. If submissions are received, the matter is to then be referred to Council's August 2020 Ordinary Meeting for further consideration. 	<p>Advertisement complete, with no submissions received.</p> <p>Transfer of vehicles complete.</p>	Complete	CEO
7073/20	15-Jul-20	ADM668	Local Roads and Community Infrastructure Program	<p>That Council nominate the following projects to utilise the LRCI Program funding during the 2020/21 financial year and upon confirmation of funding adopt them for inclusion within the 2020/2021 Annual Budget:-</p> <ul style="list-style-type: none"> • Bows Road Culvert (estimated \$200,000); • Town Hall External Restoration (estimated \$100,000); • Town Oval Improvements [new water source] (estimated \$80,000); and • Townsite Improvements - Currall St Lighting Upgrade and Churchill St Beautification. <p>If the Town Hall Oval improvement (new water source) project is ineligible, Council agree to allocate the \$80,000 from this project towards an internal restoration of the Town Hall.</p>	Work Schedules submitted 27 July 2020.		CEO
7074/20	15-Jul-20	ADM158	Roe Tourism Association - MOU	<p>That Council:-</p> <ol style="list-style-type: none"> 1. Adopt the Roe Tourism Memorandum of Understanding 1 July 2020 - 30 June 2023 as presented. 2. Authorise the Chief Executive Officer to sign the Roe Tourism Memorandum of Understanding. 	<p>Signed MOU sent to Roe Tourism.</p> <p>Minor changes were made to the MOU following the Shire consultation process.</p>	Complete	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
7079/20	15-Jul-20	ADM541	Council Policy - Continuing Professional Development of Council Members	<p>That Council:-</p> <ol style="list-style-type: none"> 1. Adopt the Council Policy - Continuing Professional Development of Council Members as presented. 2. Direct the CEO to advertise the Council Policy - Continuing Professional Development of Council Members for 14 days in line with the public consultation period in the Council Policy – Strategic Policy Framework and report significant comments back to Council. 3. Approve that if no comments are received the CEO be authorised to complete the policy adoption process including posting the document on the Shire of Narembeen website. 4. Repeal the below Council Policies as they are adequately accounted for within the Council Policy - Continuing Professional Development of Council Members: <ol style="list-style-type: none"> a. 4.2.3 - Conference Expenses b. 4.2.4 – Annual WA Local Government Convention c. 4.2.9 – Reports on seminar-meetings 5. Acknowledge receipt of the Shire of Narembeen Annual Report of Councillor Training and that the CEO is now required to post the report on the Shire of Narembeen website. 	Advertising has taken place - no public comments were received.	Complete	CEO/EMCS
7080/20	15-Jul-20	ADM134	COVID-19 ESL Penalty Interest Concession	<p>That Council:-</p> <ol style="list-style-type: none"> 1. Endorse the modification of unpaid ESL penalty interest rate to 0% from 1 April 2020 until the 2020/2021 rates fall due on 31 August 2020 – essentially writing off any charges that have accrued during this period. 2. Adopt the application of the default penalty interest charge of 8% for the 2020/2021 financial year. 3. Authorise the Chief Executive Officer to waive and write off ESL penalty interest charges for excluded persons under the Council Policy – Financial Hardship. 	Complete	Complete	EMCS

ATTACHMENTS - AGENDA ITEM 8.1.1 Narembeen RAV Rating and Conditions Review

NAREMBEEN RAV RATINGS

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170114	Abbot Rd	0	4.25	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170044	Anderson Rocks Rd	0	34.93	4	60	Intersection Hyden North Rd No left turn into Hyden North Road
4170032	Bailey Rd	0	12.38	4	60	See Low Volume Condition Type A in the Operating Conditions
4170021	Billericay East Rd	0	28.61	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170022	Billericay West Rd	0	12.7	4	60	See Low Volume Condition Type A in the Operating Conditions
4170012	Bows Rd	0	12.58	4	60	See Low Volume Condition Type A in the Operating Conditions
4170087	Bristow - Butler Rd	0	5.12	4	60	See Low Volume Condition Type A in the Operating Conditions
4170020	Brown Rd	0	12.38	4		See Low Volume Condition Type B in the Operating Conditions
4170128	Bruce Rock - Narembreen Rd	0	13.65	4		
4170128	Bruce Rock - Narembreen Rd	0	13.65	6	80	
4170103	Bruce Rock East Rd	0	4.86	4		See Low Volume Condition Type B in the Operating Conditions
4170085	Burgin Rd	0	2.55	4	40	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover. Inters3ction Wadderin Graball Rd- No access peermitted into Wadderin Graball Road from Burgin Road
4170028	Butler Rd	0	15.38	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170038	Calzoni Rd	0	34.15	4		
4170081	Cavanagh Rd	0	6.12	4		

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170068	Cheethams Rd	0	7.54	4	60	See Low Volume Condition Type A in the Operating Conditions
4170059	Chick Rd	0	3.61	4	40	See Low Volume Condition Type A in the Operating Conditions
4170037	Church Rd	0	6.63	4		
4170037	Church Rd	6.64	11.36	7		No operation on unsealed road segment when visibly wet, without road owner's approval.
4170060	Coker Rd	0	6.96	4	60	See Low Volume Condition Type A in the Operating Conditions
4170135	Corrigin - Naremben Rd	0	8.51	4	70	
4170135	Corrigin - Naremben Rd	8.51	17.03	4	70	See Low Volume Condition Type A in the Operating Conditions
4170067	Coshes Rd	0	7.64	4	80	See Low Volume Condition Type A in the Operating Conditions
4170040	Coverley Rd	0	15.48	4	80	
4170054	Cowan Rd	0	12.91	7		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170036	Cramphorne North Rd	0	1.98	4	40	See Low Volume Condition Type A in the Operating Conditions
4170036	Cramphorne North Rd	1.98	7.21	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170013	Cramphorne Rd	0	42.29	4	60	
4170013	Cramphorne Rd	0	42.29	7	60	All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170062	Cullen Rd	0	9.98	4		
4170047	Cumminin Rd	0	8.58	4	40	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170132	Curral St	0	0.7	4	50	Not to be used as a through route. For local delivery, pickup and garaging only. Driver must carry documentation as proof of local delivery, pickup or garaging address.

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170073	Cusak Drv	0	8.72	4	60	See Low Volume Condition Type A in the Operating Conditions
4170111	Dam Rd	0	3.62	4	60	See Low Volume Condition Type A in the Operating Conditions
4170083	Dayman Rd	0	4.83	4	80	
4170018	Dixon Rd	0	40.22	4	60	See Low Volume Condition Type A in the Operating Conditions
4170007	Emu Hill East Rd	0	40.13	4	80	See Low Volume Condition Type A in the Operating Conditions
4170007	Emu Hill East Rd	40.13	43.1	4	60	See Low Volume Condition Type A in the Operating Conditions. Railway line is not permitted to be crossed. Intersection Naremben South Rd - No right turn into Naremben South Road permitted
4170101	Emu Hill Rd	0	3.87	4	40	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). For single lane road, the road must not to be entered until driver has established via radio contact that there is no other RAV on the road travelling in the oncoming direction. Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover. Intersection of Fawcett Road - No access permitted into Fawcett Road from Emu Hill Rd
4170086	Fawcett Rd	0	9.05	4		See Low Volume Condition Type B in the Operating Conditions
4170065	Fiegert Rd	0	3.76	4		
4170174	Fricker Rd	0	1.1	7		
4170048	Garmony Rd	0	6.77	4		See Low Volume Condition Type B in the Operating Conditions
4170076	Georgeff Rd	0	7.13	4	60	See Low Volume Condition Type A in the Operating Conditions
4170051	Grays Rd	0	3.44	4	80	See Low Volume Condition Type A in the Operating Conditions
4170023	Hedges East Rd	0	32.86	4	60	See Low Volume Condition Type B in the Operating Conditions
4170070	Hedges Homestead Rd	0	4.32	4	40	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170104	Hedges West Rd	0	12.04	4	40	See Low Volume Condition Type A in the Operating Conditions

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170024	Hogstrome Rd	0	8.06	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times No operation on unsealed road segment when visibly wet, without road owner's approval. When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170043	Hunter Rd	0	14.38	4	60	See Low Volume Condition Type A in the Operating Conditions
4170011	Hyden North Rd	0	25.44	4		Intersection Anderson Rocks Rd : No Right Turn into Anderson Rock Road.
4170078	Kerses Rd	0	4.77	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170130	Kondinin - Narembeen Rd	0	26.81	7		
4170113	Koolberrin Rd	0	7.94	4	40	See Low Volume Condition Type A in the Operating Conditions
4170066	Lahoar Rd	0	3.56	4		
4170133	Latham Rd	0	1.48	7		
4170129	Longhurst St	0	0.46	4		
4170129	Longhurst St	0	0.46	6		Intersection Kondinin Narembeen Road and latham Road no right turn permitted from longhurst street
4170131	Merredin - Narembeen Rd	30.08	30.92	4	80	Not to be used as a through route. For local delivery, pickup and garaging only. Driver must carry documentation as proof of local delivery, pickup or garaging address.
4170131	Merredin - Narembeen Rd	0	30.08	4	80	
4170131	Merredin - Narembeen Rd	0	30.08	7	80	All operators must carry current written approval from the road asset owner permitting use of the road.
4170034	Metcalfe Rd	4.68	14.64	4		
4170034	Metcalfe Rd	0	4.67	4		
4170049	Moorine South Rd	0	4.18	4		
4170074	Mortimore Rd	0	4.42	4		
4170041	Mt Arrowsmith Rd	0	13.55	4	60	See Low Volume Condition Type A in the Operating Conditions

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170006	Mt Walker - Hyden Rd	0	23.67	4	80	
4170006	Mt Walker - Hyden Rd	0	23.67	7	80	All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170035	Mt Walker North Rd	0	28.78	4	60	See Low Volume Condition Type A in the Operating Conditions
4170134	Mt Walker Rd	0	41.44	4	80	Intersection Hogstrome Rd No left turn permitted into Hogstrome Road from Mt Walker Rd Westbound
4170134	Mt Walker Rd	0	41.44	7	80	All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval. Intersection Hogstrome Rd No left turn permitted into Hogstrome Road from Mt Walker Rd Westbound. Combinations exceeding 27.5m are not permitted to cross the railway
4170105	Mt Walker South Rd	0	10.04	4	60	See Low Volume Condition Type A in the Operating Conditions
4170109	Narembeen Boundary Rd	0	6.39	4	70	See Low Volume Condition Type A in the Operating Conditions
4170005	Narembeen South Rd	0	3.6	4	60	
4170005	Narembeen South Rd	3.6	6.83	4	60	See Low Volume Condition Type A in the Operating Conditions. Intersection Emu Hill East Road. No right turn into Emu Hill East Road permitted
4170005	Narembeen South Rd	6.83	23.49	4	60	
4170027	Potter Rd	0	9.22	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times Operation is only permitted during the grain harvest period, commencing on the first day of October to the last day of February the following year.
4170031	Roach Rd	0	8.1	4		See Low Volume Condition Type B in the Operating Conditions

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170080	Roe Rd	0	10.33	4	80	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). All operators must carry current written approval from the road asset owner permitting use of the road. Headlights to be switched on at all times No operation on unsealed road segment when visibly wet, without road owner's approval. When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170082	Roger Rd	0	7.41	4	40	See Low Volume Condition Type A in the Operating Conditions
4170033	Schwartz Rd	0	18.16	4	60	See Low Volume Condition Type A in the Operating Conditions
4170045	Sedgewick Rd	0	13.56	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170077	Slade Rd	0	9.2	4		
4170052	Sloss Rd	0	21.09	4		
4170071	Smith Rd	0	4.03	4		All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170004	Soldiers Rd	0	75.17	4	60	
4170004	Soldiers Rd	0	75.17	7	60	All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval.
4170008	South Kumminin East Rd	0	43.86	4	80	
4170008	South Kumminin East Rd	43.86	49.76	4	80	See Low Volume Condition Type A in the Operating Conditions
4170014	Starcevich Chapman Rd	0	29.35	4	60	See Low Volume Condition Type A in the Operating Conditions
4170030	Tank North Rd	0	11.72	4		See Low Volume Condition Type B in the Operating Conditions. Intersection Bruce Road Narembreen Road - No right turn into Bruce Rock Narembreen Road permitted
4170025	The Humps Rd	0	7.43	4	40	See Low Volume Condition Type A in the Operating Conditions
4170025	The Humps Rd	7.43	12.57	4	80	See Low Volume Condition Type A in the Operating Conditions

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170029	Tudor Rd	0	8.09	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170009	Wadderin Graball Rd	0	18.89	4		Intersection Burgin Road:- No access permitted into Burgin Road from Wadderin Grabbal Road.
4170084	Walker Rd	0	2.37	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170046	Williamson Rd	0	14.72	7		
4170042	Wilson Rd	0	10.14	4	80	
4170019	Wogarl - Muntadgin Rd	0	15.28	4		No operation during School Bus hours. Type A operating Conditions.
4170019	Wogarl - Muntadgin Rd	0	15.28	7		No operation during School Bus hours. Transport operators are to contact the local schools to obtain school bus hours. All operators must carry current written approval from the road asset owner permitting use of the road. No operation on unsealed road segment when visibly wet, without road owner's approval. Intersection Hogstrome Road & Coverley Road No access permitted into Wogarl West Road from Wogarl Muntadgin Road
4170016	Wogarl East Rd	0	16.04	7	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.

ROAD No.	ROAD NAME	START SLK	END SLK	RAV	Speed Restrictions	Conditions
4170016	Wogarl East Rd	16.04	36.91	7	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times Note: Low Volume (LV) When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170039	Wogarl Graball Rd	0	1.2	7		
4170039	Wogarl Graball Rd	1.2	6.19	4	60	See Low Volume Condition Type A in the Operating Conditions
4170039	Wogarl Graball Rd	6.21	8.09	4	60	See Low Volume Condition Type A in the Operating Conditions
4170015	Wogarl West Rd	0	20.67	4	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times Note: Low Volume (LV) When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
4170015	Wogarl West Rd	0	20.67	7	60	Direct radio contact must be maintained with other restricted access vehicles to establish their position on or near the road (suggested UHF channel 40). Headlights to be switched on at all times Note: Low Volume (LV) When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover. Rail at Wogarl Muntadgin Rd intersection not to be crossed. Intersection Wogarl - Muntadgin Rd & Coverley Rd - No access permitted into Wogarl Muntadgin Road from Wogarl West Road.
4170055	Woolocutty Soak Rd	0	9.13	7		
4170069	Yandle Rd	0	12.26	4		See Low Volume Condition Type B in the Operating Conditions
4170017	Yawerlin Creek Rd	0	4.77	4		
4170010	Yeomans Rd	1.86	30.61	4	80	
4170010	Yeomans Rd	30.61	38.1	4	60	See Low Volume Condition Type A in the Operating Conditions



POLICY SECTION: Roads / Transport / Engineering
POLICY NUMBER: 10.1.20
POLICY TITLE: APPROVING RESTRICTED ACCESS VEHICLES (RAV) ON SHIRE APPROVED LOW VOLUME ROADS

POLICY

Council delegates authority to the CEO to grant Council approval to RAV applications in accordance with this policy.

A LV road is generally an unsealed rural road with a traffic volume of less than 75 vehicles per day. These roads are narrower and generally only approved for use during harvest and other local seasonal activities.

All LV roads require the approval from Council before use.

There are two standards of LV roads, type A and type B. Type B is narrower and considered a single lane road (i.e. trafficable running surface of > 4 metres).

Low Volume Condition Type A

Current written approval from Council, permitting use of the road, must be obtained, carried and produced on demand. Approval is granted subject to the following conditions:

- Transport operators must avoid school bus routes between the hours of 7am to 9am and 3pm to 5pm on school days, and to show courtesy to school buses and local traffic at all times.
- Headlights must be switched on at all times.
- Operation during daylight hours only.
- No operation on unsealed roads when visibly wet.
- Direct radio contact must be maintained with other RAV's to establish their position on or near the road (UHF channel 40).

Low Volume Condition Type B

Current written approval from Council, permitting use of the road, must be obtained, carried and produced on demand. Approval is granted subject to the following conditions:

- Transport operators must avoid school bus routes between the hours of 7am to 9am and 3pm to 5pm on school days, and show courtesy to school buses and local traffic at all times.
- Headlights must be switched on at all times.
- Operation during daylight hours only.
- No operation on unsealed road segment when visibly wet.
- Direct radio contact must be maintained with other RAV's to establish their position on or near the road (UHF channel 40).
- Single lane road; road not to be entered until driver has established by radio contact that there is no other RAV on the road travelling in the oncoming direction.

- Maximum speed limit of 40kmh.

New

OBJECTIVES

SCOPE

PRINCIPLES

GUIDELINES

POLICY REQUIREMENTS

DELEGATED AUTHORITY

REVIEW

EMCS

HISTORY

Adopted:	18/11/2015	MIN:	6081/15
Reviewed:	15/02/2017	MIN:	6367/17



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Western Australia.*

Operating Conditions

Prime Mover, Trailer Combinations

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Document Control

Owner	Main Roads Heavy Vehicle Services
Custodian	Manager Heavy Vehicle Road Network Access
Document Number	D12#361585
Issue Date	13 May 2020
Review Frequency	As required.

Amendments

[illegible]

DEFINITIONS

The following are definitions for terms used in these Operating Conditions. Refer to the definitions in the *Road Traffic (Administration) Act 2008* and the *Road Traffic (Vehicles) Act 2012* and any subsidiary legislation to these Acts for the meanings of any terms not defined in this section. If a definition in the relevant Acts or the subsidiary legislation conflicts with a definition in this section, the definition in this section prevails for the purpose of these Operating Conditions.



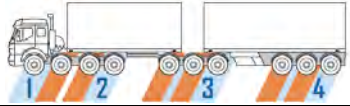

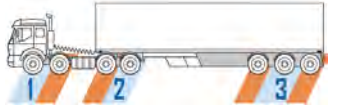
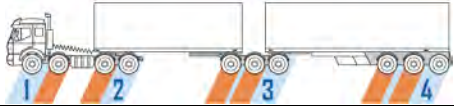



Term	Definition
Intermodal Container	A shipping container designed and built for intermodal freight transport.
Licensing Authority	A Government Authority responsible for the administration of the vehicle licensing provision of the law of the relevant State, Territory or the Commonwealth.
Livestock	Cattle, sheep, pigs or horses.
Low Volume Road	A rural Local Government road as set out in the latest version of the “ <i>Guidelines for Assessing the Suitability of Routes for Restricted Access Vehicles</i> ”, published on the Main Roads website.
Main Roads Website	www.mainroads.wa.gov.au
Non-complying Vehicle	A vehicle that does not comply with the vehicle standards and/or dimension requirements prescribed in the <i>Road Traffic (Vehicles) Regulations 2014</i> .
Order	The Order that is published in the Gazette subject to these Operating Conditions, under the provisions of Part 4 of the <i>Road Traffic (Vehicles) Act 2012</i> , which these Operating Conditions form part of.
Permit	Means a permit issued under Part 4 of the <i>Road Traffic (Vehicles) Act 2012</i> , which these Operating Conditions form part of.
Permit Holder	The Operator to whom the permit is issued.
Posted Speed Limit	The speed limit indicated by the numerals on the speed limit sign or 50 kilometres per hour in the absence of a speed limit sign in a built-up area.
Prime Mover	A motor vehicle built primarily to tow a semi-trailer, but does not include a truck or modified prime mover built primarily to carry a load or carry out a function other than towing a semi-trailer.
RAV	An approved vehicle combination to which the “ <i>Class 2 and 3 Prime Mover, Trailer Combinations Order 2017</i> ” applies.
RAV Network 1	The RAV Network 1 prohibited roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 2	The RAV Network 2 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 3	The RAV Network 3 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.

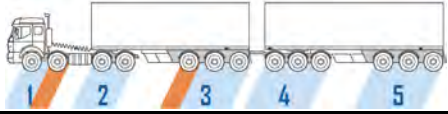
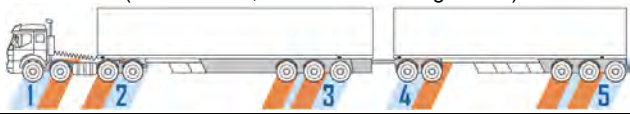
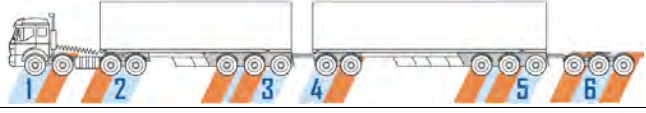
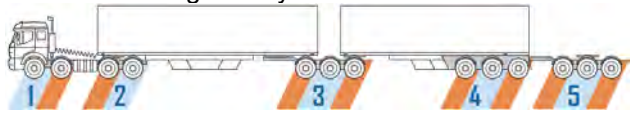

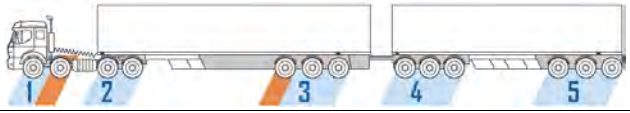


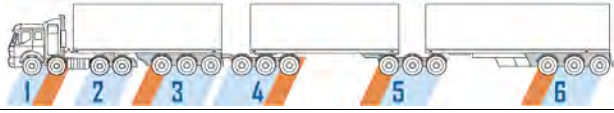
Term	Definition
RAV Network 4	The RAV Network 4 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 5	The RAV Network 5 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 6	The RAV Network 6 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 7	The RAV Network 7 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 9	The RAV Network 9 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
RAV Network 10	The RAV Network 10 approved roads are published in the form of Road Tables or are available on the RAV Mapping Tool on the Main Roads website.
Rear Overhang Line	The centre of a single axle, single axle group, tandem axle group, tri axle group or quad axle group nearest to the rear of the vehicle.
Rear Overhang	The distance between the rear overhang line and the rearmost part of the vehicle or the load.
Statutory Mass Limits	The mass limits prescribed in Part 8 of the <i>Road Traffic (Vehicles) Regulations 2014</i> .
Tow Coupling Underrun	The distance the pivot point of a coupling is forward of the rear of the trailer to which it is attached.
Truck	A motor vehicle designed primarily for the carriage of goods directly upon it, and does not include a prime mover, unless it is fitted with a block for use as a block truck, or has been modified to the extent where its primary function is no longer to tow a semi-trailer.









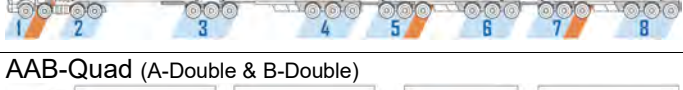


1 APPLICATION

1.1 Approved Vehicles

1.1.1 The *Class 2 and 3 Prime Mover, Trailer Combinations Order 2017* applies to a RAV in the following table:

Category 1 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
1A	Prime Mover, Semi Trailer & Pig Trailer 	≤20 m	50 t	RAV Network 1
1B	Prime Mover & Semi Trailer 	≤19.0 m	48.5 t	RAV Network 1
1C	Short B-Double 	≤20 m	50 t	RAV Network 1
Category 2 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
2A	Prime Mover, Semi Trailer & Pig Trailer 	≤27.5 m	66.5 t	RAV Network 2
2B	Prime Mover & Semi Trailer 	≤20 m	48.5 t	RAV Network 2
2C	B-Double 	≤27.5 m	68.5 t	RAV Network 2
2D	Short B-Triple 	≤27.5 m	88.5 t	RAV Network 2
2E	Car Carrier Semi Trailer 	≤25 m	48.5 t	RAV Network 2
Category 3 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
3A	A-Double (Prime Mover, Semi Trailer & Dog Trailer) 	≤27.5 m	85 t	RAV Network 3

Category 4 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
4A	A-Double (Prime Mover, Semi Trailer & Dog Trailer) 	≤27.5 m	88.5 t	RAV Network 4
Category 5 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
5A	A-Double (Prime Mover, Semi Trailer & Dog Trailer) 	>27.5 m ≤36.5 m	85 t	RAV Network 5
5B	A-Double towing a Dolly 	27.5 m + dolly	85 t + dolly	RAV Network 5
5C	B-Double towing a Dolly 	27.5 m + dolly	68.5 t + dolly	RAV Network 5
5D	B-Triple 	>27.5 m ≤36.5 m	85 t	RAV Network 5
Category 6 RAVs				
Category	Vehicle Description	Length	Max. Mas	Approved Network
6A	A-Double (Prime Mover, Semi Trailer & Dog Trailer) 	>27.5 m ≤36.5 m	88.5 t	RAV Network 6
6B	B-Triple 	>27.5 m ≤36.5 m	88.5 t	RAV Network 6
6D	A-Double towing a Dolly 	27.5 m + dolly	88.5 t + dolly	RAV Network 6
Category 7 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
7A	AB-Triple (Prime Mover, Semi Trailer & B-Double) 	>27.5 m ≤36.5 m	108.5 t	RAV Network 7

7B	BA-Triple (B-Double & Dog Trailer) 	>27.5 m ≤36.5 m	108.5 t	RAV Network 7
Category 8 RAVs				
Category 8 RAVs consist of Truck, Trailer Combinations only. Refer to the Truck, Trailer Combinations Operating Conditions.				
Category 9 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
9A	A-Triple (Prime Mover, Semi Trailer & 2 Dog Trailers) 	>36.5 m ≤53.5 m	121.5 t	RAV Network 9
9B	A-Double towing a Dolly 	36.5 m + dolly	85 t + dolly	RAV Network 9
9C	BA-Triple (B-Double & Dog Trailer) 	>36.5 m ≤45 m	108.5 t	RAV Network 9
9D	AB-Triple (Prime Mover, Semi Trailer & B-Double) 	>36.5 m ≤45 m	108.5 t	RAV Network 9
Category 10 RAVs				
Category	Vehicle Description	Length	Max. Mass	Approved Network
10A	A-Triple (Prime Mover, Semi Trailer & 2 Dog Trailers) 	>36.5 m ≤53.5 m	128.5 t	RAV Network 10
10B	Double B-Double 	>36.5 m ≤53.5 m	128.5 t	RAV Network 10
10C	ABB-Quad (Prime Mover, Semi Trailer & B-Triple) 	>36.5 m ≤53.5 m	128.5 t	RAV Network 10
10D	BAA-Quad (B-Double & 2 Dog Trailers) 	>36.5 m ≤53.5 m	148.5 t	RAV Network 10
10E	AAB-Quad (A-Double & B-Double) 	>36.5 m ≤53.5 m	148.5 t	RAV Network 10
10F	A-Double towing a Dolly 	36.5 m + dolly	88.5 t + dolly	RAV Network 10

1.2 Approved Axle Configuration

1.2.1 The axle groups of a RAV described in Clause 1.1 are colour coded to indicate the minimum and maximum number of axles allowable for that category of vehicle, as shown below:



1.2.2 The *Class 2 and 3 Prime Mover, Trailer Combinations Order 2017* does not apply to a RAV with less than the number of axles indicated.

1.2.3 The *Class 2 and 3 Prime Mover, Trailer Combinations Order 2017* does not apply to a RAV with more than the number of axles indicated.

1.3 Operating in Conjunction with another Permit or Order

The *Class 2 and 3 Prime Mover, Trailer Combinations Order 2017* cannot be used in conjunction with another permit or order.

2 USING A NON-COMPLYING VEHICLE

2.1 Obtaining Exemptions or Modifications

A RAV may consist of a non-complying vehicle mentioned in Clause 2.2, provided the relevant licensing authority has issued the necessary vehicle standards exemption or dimension modification.

2.2 Accepted Non-Complying Vehicles

2.2.1 A semi-trailer with a non-complying length may be used, provided:

- (a) The semi-trailer does not exceed 14.63 metres in length; and
- (b) The semi-trailer does not exceed 9.5 metres from the king pin to the centre of rear axle group; and
- (c) The semi-trailer does not exceed 13.2 metres from the king pin to the rear of the trailer; and
- (d) The front of the semi-trailer forward of the king pin does not exceed 1.43 metres or a radius of 1.9 metres; and
- (e) The semi-trailer is used as the rearmost trailer in the vehicle combination.

2.2.2 A curtain side or pantech semi-trailer with a height exceeding 4.3 metres may be used, provided:

- (a) The trailer does not exceed 4.6 metres in height; and
- (b) The trailer is appropriately licensed and conditioned with a 10% mass reduction, and
- (c) The total mass of the vehicle combination does not exceed 90% of the maximum allowable mass for the vehicle combination.

2.2.3 A semi-trailer with a non-complying tow coupling underrun may be used, provided:

- (a) The distance from the rearmost part of the semi-trailer or load, to the forward most part of the following semi-trailer or load, is not less than 1270 millimetres; or
- (b) Specific approval is obtain from Main Roads Heavy Vehicle Services.

2.2.4 A dolly with a non-complying drawbar height may be used, provided:

- (a) The drawbar is level when the combination is parked on level ground. For the purpose of this sub-clause, level means no more than 100 millimetres height difference between the drawbar ends; or
- (b) The drawbar is a gooseneck drawbar.

2.2.5 A dolly with a drawbar that exceeds the maximum prescribed length may be used, provided:

- (a) The dolly has a gooseneck drawbar; and
- (b) The front of the drawbar is connected more than 300 millimetres forward of the rear of the leading trailer.

3 COMPULSORY WA HEAVY VEHICLE ACCREDITATION

The operator or permit holder must be accredited under the WA Heavy Vehicle Accreditation Scheme (WAHVAS).

4 DIMENSION REQUIREMENTS

4.1 Length Limits

4.1.1 A RAV must not exceed the maximum length indicated for the particular vehicle category in Clause 1.1.

4.1.2 The two (2) semi-trailers used in a B-double must not be more than 22 metres in combined length, measured from the front of the lead semi-trailer to the rear of the second semi-trailer (including the space between the semi-trailers and excluding any rounded front or attachments to the front of the lead trailer).

4.1.3 A Category 2B RAV may consist of an over-length semi-trailer, provided:

- (a) The semi-trailer does not exceed 16.15 metres in length; and
- (b) The semi-trailer does not exceed 10.5 metres from the king pin to the centre of rear axle group; and
- (c) The rear overhang does not exceed 4.2 metres; and
- (d) The semi-trailer is carrying an intermodal container that is longer than 14.63 metres, but not longer than 16.15 metres.

4.2 Height Requirements

4.2.1 A RAV must not exceed a height of 4.3 metres, unless otherwise specified in this sub-clause 4.2.2.

4.2.2 A RAV may operate with a height up to 4.6 metres, provided the excess height is on:

- (a) A semi-trailer built to carry livestock; or
- (b) A semi-trailer carrying a crate built to carry livestock; or
- (c) A car carrier semi-trailer carrying vehicles on more than one deck; or
- (d) A semi-trailer carrying an over-height indivisible item; or
- (e) A semi-trailer carrying an intermodal container, or
- (f) A semi-trailer carrying two stacked half height empty intermodal containers; or

(g) A lead semi-trailer carrying two stacked dog trailers.

4.2.3 A pig trailer must not exceed a height of 3.5 metres, including any load.

4.2.4 A RAV exceeding 4.3 metres in height must not be driven on a road without current written approval from all the relevant Cable Operators, unless the height is less than 4.6 metres and the vehicle is being driven on a road that is listed in *RAV Network 2*. The written approval must be carried in the RAV and produced upon request.

Note: “Contact Details for Other Agency Approvals” are available on the *Oversize Over-mass Permits* page on the *Main Roads* website.

4.3 Axle Spacings

4.3.1 A RAV must comply with the minimum axle spacing requirements specified in the following table:

Table A

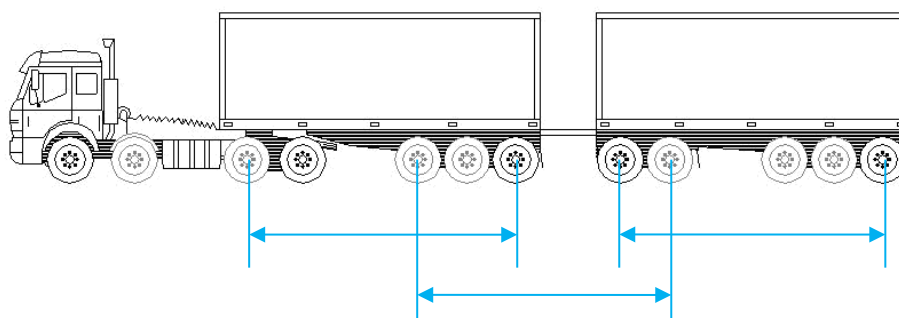
	Adjacent axles or axle groups	Minimum distance
1.	Single axle to single axle	2.5 m
2.	Single axle to tandem axle group	4.3 m
3.	Single axle to tri axle group	5.5 m
4.	Tandem axle group to tandem axle group	6.8 m
5.	Tandem axle group to tri axle group	8.0 m
6.	Tri axle group to tri axle group	9.2 m

4.3.2 Despite sub-clause 4.3.1, a Category 3A, 5A, 5B, 9A and 9B RAV may comply with the minimum axle spacing requirements specified in the following table:

Table B

	Adjacent axles or axle groups	Minimum distance
1.	Single axle to single axle	2.5 m
2.	Single axle to tandem axle group	4.3 m
3.	Single axle to tri axle group	5.5 m
4.	Tandem axle group to tandem axle group	5.6 m
5.	Tandem axle group to tri axle group	6.9 m

Axle spacing measurements are taken from the outmost extreme axles of the two adjacent axle groups, as shown below:



“Single Axle” does not include a single steer axle.

“Tandem axle group” does not include a twin steer axle group.

5 MASS REQUIREMENTS

- 5.1.1** A RAV must not exceed the maximum mass indicated for the particular vehicle category in Clause 1.1.
- 5.1.2** A RAV is not permitted to exceed any statutory mass limit relating to an axle or axle group, except where specified in the following table:

Axle Group	Mass Limit
Single Steer Axle with tyres <375 mm	6.5 t
Single Steer Axle with tyres ≥375 mm	7 t
Twin Steer Axle Group with non-load sharing suspension	10 t
Twin Steer Axle Group with load sharing suspension and tyres <375 mm	11 t
Twin Steer Axle Group with load sharing suspension and tyres ≥375 mm	12 t

Note: The maximum mass indicated in Clause 1.1 is based on a twin steer axle with 12 tonnes.

6 ACCESS REQUIREMENTS

6.1 Approved Roads and Conditions

- 6.1.1** A RAV must not operate on any road that is not in the Approved Network specified for the particular vehicle category in Clause 1.1.
- 6.1.2** A RAV must operate in accordance with any conditions specified for a particular road in the Approved Network.

6.2 Prohibited Roads

A RAV in excess of 4.3 metres in height must not operate on Mitchell Freeway and Kwinana Freeway, between Powis Street and Leach Highway.

6.3 Low Volume Roads

Roads identified in the Approved Network as “low volume” do not strictly meet the minimum road width requirements. However, these roads have been approved for RAV access due to the low traffic volumes. In addition to any conditions specified for a particular road in the Approved Network, a RAV must comply with the Low Volume Road Conditions specified in [Appendix 1](#).

6.4 Speed Restrictions

Unless otherwise specified as a condition for a particular road in the Approved Network, a RAV must not travel at a speed exceeding 10 km/h lower than the posted speed limit, where the posted speed limit is greater than 60 km/h.

7 COMPULSORY HEAVY VEHICLE INCIDENT REPORTING

All on-road incidents involving a RAV must be reported to Main Roads Heavy Vehicle Services by the permit holder. The Heavy Vehicle Incident Reporting form is available on the Heavy Vehicle Incident Reporting page on the Main Roads website. Incident reports must be submitted within 48 hours of the incident occurring.

8 AMENDMENTS TO OPERATING CONDITONS & ACCESS

8.1 Access Approval Suspension & Revocation

- 8.1.1** Approval to operate a RAV may be suspended when road and/or traffic conditions are considered unsuitable. Main Roads personnel, WA Police or Traffic Escort Wardens, may make verbal notification of such suspension.
- 8.1.2** Approval to operate a RAV may be suspended or revoked if the operator or vehicle combination fails to comply with any of the requirements specified in these Operating Conditions.

8.2 Amendments & Notifications

- 8.2.1** These Operating Conditions are subject to occasional amendments. If amendments are made that impact transport operators, they will be published as an “HVS Update” on the Main Roads website on the first working day of the month. Operators and drivers are required to ensure that they are operating vehicles on the public road network in accordance with the current and up to date Operating Conditions.
- 8.2.2** The RAV Networks are subject to periodic amendments, which include additional roads being included in the lists, roads being removed from the lists, or amendments being made to a condition relating to a particular road in the lists. RAV Network updates will be effective from the Wednesday following the amendment and the RAV Networks are maintained on the Main Roads website. Operators and drivers are required to ensure they are operating vehicles on the public road network in accordance with the current and up to date RAV Networks.
- 8.2.3** Heavy Vehicle Travel Impacts are published when road conditions may impede the movement of Restricted Access Vehicles. Operators and drivers are required to check the Heavy Vehicle Travel Impacts page on the Main Roads website prior to operating the vehicle on the public road network to ensure that there is no relevant information that will impede their vehicle operating on the WA road network.
- 8.2.4** All conditions stipulated in HVS Updates or Heavy Vehicle Travel Impacts must be adhered to.

9 APPENDICES

Appendix	Title
Appendix 1	Low Volume Road Conditions

Appendix 1 – Low Volume Road Conditions

“Type A” Low Volume Roads:

- (a) Current written approval from the road owner, endorsing use of the road, must be obtained, carried in the vehicle and produced upon request; and
- (b) Operation is not permitted while the school bus is operating on the particular road. Operators must contact the relevant schools directly for school bus timetables; or where direct contact can be made with the school bus driver, operation is permitted once the school bus driver confirms all school drop-offs / pick-ups have been completed on the particular road; and
- (c) Headlights must be switched on at all times; and
- (d) When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover; and
- (e) No operation on unsealed road segment when visibly wet, without road owner's approval; and
- (f) Direct radio contact must be maintained with other RAV's to establish their position on or near the road (UHF channel 40).

“Type B” Low Volume Roads:

- (a) All conditions stipulated for “Type A” Low Volume roads apply; and
- (b) For a single lane road, the road must not be entered until the driver has established via radio contact that there is no other RAV on the road travelling in the oncoming direction, and
- (c) The RAV must not exceed a speed of 40 km/h.



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Standard Restricted Access Vehicle (RAV) Route Assessment Guidelines

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Document Control

Owner	Main Roads Heavy Vehicle Services
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Amendments

Revision Number	Revision Date	Description of Key Changes	Clause / Page No.
1	May 2016	Removed Appendix G 'Turning Radii' Removed Appendix K 'Assessment Form Template' Updated Appendix H 'Low Volume Condition 7' Updated Appendix D to include the wording 'with dedicated cycle lane' Updated contact details	Appendices & 1.5
2	July 2016	Updated to include revised minimum road widths for RAV Categories 2-7 and 9-10 & moved Type B traffic volume / road length table Added Type B traffic volume / road length table	Appendix C and 2.4.4
3	October 2016	Amended list of standard turning templates Updated web location for turning templates Amended low volume condition 1	Appendix G & H, 2.92
4	March 2017	Remove section	2.9.5
5	April 2017	Updated Main Roads website details	1.4
6	May 2017	Amended low volume condition 6	Appendix H
7	July 2017	Note added relating to private driveways	1.2
8	December 2017	Amended stopping sight distances Amended entering sight distances Amended wording relating to road parking Amended wording to include load/vehicle height being 4.6m	Appendix E, F, D, 2.3
9	August 2018	Amended wording relating to provision for overtaking Amended wording relating to turning at intersections Amended wording and requirements for railway level crossing Amended wording relating to off-road parking Amended appendices Appendix E, G (Templates) & I removed Added Figure 1 to 8 Incorporated concessional assessment requirements Amended section 2.4.1 Signage, 2.8.1 Acceleration Lanes, 2.9.1 Signage & 2.9.4 Rail Crossings	2.6, 2.9, 2.10, 2.11, Appendix A, B, C, D, E 1.1, 2.21

10	September 2018	Amended wording relating to turning at intersections Amended wording relating to provision of overtaking and removed Figure 1. Amended wording relating to Approach Sight Distance and Entering Sight Distance	2.6, 2.8, 2.84, 2.85
11	November 2019	Amended introduction to clarify the intent of the guidelines.	Page 6.

DEFINITIONS

The following are definitions for terms used in these Guidelines. Refer to the definitions in the Road Traffic (Vehicles) Act 2012 and any subsidiary legislation to this Act for the meanings of any terms not defined in this section.

Term	Definition
AADT	Annual Average Daily Traffic (AADT) the daily number of vehicles travelling on a road, averaged over one year. It is determined by the total yearly two-way traffic volume divided by 365, expressed as vehicles per day.
Approach Sight Distance (ASD)	The distance required for a driver of a RAV, travelling at a given speed, to observe the approaching intersection, and react or stop if necessary.
Bridge	A structure (with the exception of gantries) having a clear opening in any span of greater than 3 metres measured between the faces of piers and/or abutments or structures of a lesser span with a deck supported on timber stringers.
Carriageway Width	That portion of a road or structure devoted particularly to the use of vehicles that is between guide posts, kerbs or barriers where these are provided, inclusive of shoulders and auxiliary lanes.
Culvert	A structure under a road having only clear openings of less than or equal to 3 metres measured between the faces of piers and/or abutments or a pipe shaped structure of any diameter.
Entering Sight Distance (ESD)	The required sight distance for a RAV driver to see a sufficient gap in oncoming traffic that will allow a RAV, with greater length and lower acceleration capacity, to clear the intersection safely.
HVS	Main Roads Heavy Vehicle Services.
Main Roads website	www.mainroads.wa.gov.au
Passenger Car Equivalence	Passenger Car Equivalence (PCE) factors are a relative measure of the traffic flow impedance effects of different vehicle types. The PCE factor for a particular vehicle type is the equivalent number of passenger cars (AUSTROADS Vehicle Class 1) that would have the same impedance effect as a single vehicle of that type.
Order	An Order issued under the Road Traffic (Vehicles) Act 2012.
RAV	Restricted Access Vehicles (RAV) consists of all combinations of vehicles exceeding 19 metres in length or 42.5 tonnes gross mass including B-Doubles, road trains and truck-and-trailer combinations.
Remote Road	A general term for a main arterial road carrying mostly long distance traffic.

Term	Definition
Rural Road	All roads that provide a secondary network of National, State and local government roads connecting cities and towns.
Seal Width	Width between edges of sealed surface or between edge lines (where installed on undivided carriageways), whichever is less.
Structure	A bridge or culvert.
TPA	Tonnes per annum.
Urban and Town Site Road	All roads within a populated area of established dwellings, a central place of trade and recognised as a distinct place. Generally the area will act as a central hub of activity for the community.
VPD	Vehicles Per Day (VPD) is the number of vehicles observed passing a point on a road in both directions for 24 hours. It is a measure of daily traffic volume, often more relevant to low volume, local government roads, typically rural roads in these guidelines. VPD can differ from AADT in being a better measure of traffic volume during periods of more intensive RAV usage or seasonal tourist traffic.
Vehicle Regulations	The <i>Road Traffic (Vehicles) Regulations 2014</i> .

Related Documents

Document #	Title
D16#198414	Guidelines for Approving RAV Access
D16#374056	Tri Drive Route Assessment Guidelines
NA	RAV Route Assessment Form

1 INTRODUCTION

1.1 Purpose

These guidelines have been prepared to provide guidance to a person conducting an onsite assessment, on an existing road, for the purpose of assisting Main Roads Heavy Vehicle Services (HVS) in making an informed decision as to whether or not a road is suitable for use by a particular category of Restricted Access Vehicle (RAV).

These guidelines are to be read in conjunction with the following documents, available on the [Road Access page](#) on the Main Roads website:

- Framework for Adding Roads on the RAV Networks;
- Framework for Downgrading Local Roads on the RAV Networks;
- Framework for Using Consultants to Assess Local Government Roads for Inclusion on the RAV Network; and
- Guidelines for Approving RAV Access.

The RAV Route Assessment Form is also available on the Main Roads website to further assist in ensuring the required information is captured during the onsite assessment.

These RAV Route Assessment Guidelines form part of the overall RAV access assessment process, as outlined in Appendix F, to enable HVS to make an informed decision on behalf of the Commissioner of Main Roads, in accordance with the Commissioner's authority to approve RAV access under provisions of the *Road Traffic (Vehicles) Act 2012*.

These guidelines are not road design standards. However, if a road is constructed to the appropriate road design standards and approved by Main Roads, the road will pass the RAV access assessment process.

1.2 Application

For the purpose of these guidelines, "standard" RAVs are those vehicle combinations specified as Category 1 to 10 vehicle combinations under the *Prime Mover, Trailers Combinations Order 2017* and *Truck, Trailer Combinations Order 2017*.

The standard RAV Categories have been grouped into four (4) assessment levels, as follows:

- Level 1 - RAVs Categories 2-4 (e.g. pocket road train, B-Double, and other RAVs with a maximum length of either 25.0 m or 27.5 m);
- Level 2 - RAVs Categories 5-6 (e.g. RAVs with a maximum length of 36.5 m and a maximum mass of 87.5T);
- Level 3 - RAVs Categories 7-8 (e.g. RAVs with a maximum length of 36.5 m and a maximum mass of 107.5T); and
- Level 4 - RAVs Categories 9-10 (e.g. RAVs with a maximum length of 53.5 m).

Note 1: A road approved for one of the base RAV networks listed above, means the road is also approved and added to AMMS level one (1) for the equivalent network.

Note 2: Where a RAV assessment is for operations under a concessional loading scheme such as the Accredited Mass Management Scheme (AMMS), the assessor must take into account the additional mass when requesting a structures assessment as per Section 2.2.

Where quantitative limits are recommended, they are intended as a guide only and are no substitute for common sense and judgement based on experience. In certain cases, routes which do not meet the requirements outlined in this document can be accepted as RAV routes by imposing additional conditions, such as speed restrictions, curfew etc. Refer to the *Guidelines for Approving RAV Access*.

1.3 Assessment Requirements

Route assessments will only be accepted from a suitably qualified person, approved by Main Roads. The assessor should have experience and knowledge of the following:

- The principles of heavy vehicle operation, including vehicle configurations, maximum dimensions and axle load limits;
- Heavy vehicle dynamic performance characteristics, including limitations on the ability of heavy vehicles to accelerate, brake, ascend grades and negotiate corners;
- Heavy transport issues, legal requirements and permit systems; and
- Road safety concepts and principles.

When considering a potential route, the assessor is advised to initially perform a desktop assessment using all available information. In some cases this initial assessment will identify particular physical constraints, such as posted bridge load limits and road width deficiencies, which may render the route unacceptable without the need for further assessment.

If the applicant is willing to pursue upgrades to the road, then a full assessment is required to identify all deficiencies. This is to alleviate any problems with some upgrades being carried out and then the full assessment conducted only to identify additional deficiencies. The assessment will only identify the deficiencies and will not provide upgrade design requirements.

Heavy vehicle use on a particular route may have some negative impacts on the environment, community and traffic. Assessors must first determine if the proposed route is the most appropriate route for the particular operations and recommend variations to the initially proposed route to reduce such impacts.

As part of any route assessment for a Restricted Access Vehicle (RAV), HVS does not assess any access for driveways adjoining a RAV network road. It remains the responsibility of the property owner to ensure safe ingress and egress to the property.

Before making a decision on an application for route access, Main Roads may deem it necessary to do any or all of the following:

- Perform a further assessment of the route;
- Assess the suitability of the road pavement;
- Assess the suitability of all structures on the proposed route to accommodate the specific vehicle;
- Specify conditions of access such as speed limits, hours of operation or accreditation requirements;
- Obtain local government agreement for the proposed route (for all operators);
- Recommend a number of road improvements as conditions of approval; and
- PBS assessment to assess vehicle performance.

To ensure network continuity, when assessing a road, all connection points to existing RAV networks must be assessed for suitability and a holistic approach should be taken to ensure overall network connectivity in the area.

1.4 Planning Evaluation

Assessment of a proposed route should be checked against any future planning proposals to evaluate the potential impact of RAVs. The relevant Local Government and Regions should be consulted as part of the process.

1.5 Further Assistance

Additional information and guidance is available from HVS via telephone 138 486 or hvsrouteassessments@mainroads.wa.gov.au

2 ASSESSMENT CRITERIA

2.1 Traffic Data

2.1.1 Traffic Counts

In order to determine the suitability of a road for RAV access, it is essential to obtain current traffic counts for the particular road. The traffic counts must be considered when determining appropriate road widths, potential congestion issues and relevant operating conditions.

2.1.2 Accident Statistics

Appropriate research must be conducted prior to progressing with a route assessment to establish if there is an accident history on the particular road that may be exacerbated by the introduction of RAVs on the road.

Safety is the primary factor for consideration. If crash history data is available, it may be useful to investigate whether certain times of the day cause particular risks, while at other times the risk is significantly lower. In these cases, it may be warranted to recommend that the RAV only use the route during low-risk hours.

2.2 Structures

2.2.1 Load Capacity

All bridges and load restrictive culverts on the requested route will be assessed for the relevant level of RAV Network access by Main Roads Structures Engineering Branch, via HVS. When carrying out an assessment for Network 2, ensure a separate Structures Engineering assessment is carried out for the Short B Triple combination.

Any bridge restrictions for the Short B triple combination must be listed in the Operating Conditions in the relevant vehicle category section and a notation included in the conditions for the relevant road.

Consultation with local governments is required to ensure all culverts on local government roads have been appropriately considered.

2.2.2 Structure Width Requirements

Table 1: Minimum Width between Kerbs/Carriageway on a Structure

AADT	Minimum Width Between Kerbs/carriageway (m)	Quality of Approaches
Less than 75	3.5*	Structures with adequate Approach Sight Distance (ASD)**.
75 to 150	5.3	Structures with adequate ASD, clearly signed and road clearly marked.
	7.0	Structures that have inadequate ASD, inadequate signage or no road markings.
150 to 500	5.8	Structures with adequate ASD, clearly signed and road clearly marked.
	7.2	Structures that have inadequate ASD, inadequate signage or no road markings.
More than 500	7.2	All structures at this traffic volume

*Conditions apply; refer to 2.4.2 and Appendix B;

**RAV ASD should be measured from a truck driver's eye height of 2.4 m. Minimum requirements for ASD refer to Appendix D.

2.3 Overhead Clearance

Although applicable for all vehicles, RAVs with high loads are particularly vulnerable to striking low overhead obstructions. Route assessments must confirm that adequate overhead clearances are available to safely accommodate a load/vehicle height of 4.6m, as follows:

- Overhead obstructions (except power lines) - 300 mm clearance; and
- Power lines - at least the minimum clearance required by telecommunications and electrical transmission cable providers.

Where telecommunications and/or electrical transmission cables cross the route, approval for a load/vehicle height of 4.6m must be obtained from the relevant controller/s listed in the “*Contact Details for Other Agency Approvals*” located on the Oversize Over-mass Permits page of the Main Roads website.

Where the required load/vehicle height of 4.6m is not approved by the cable provider, the cable provider must specify the maximum approved load/vehicle height and the location of the restricting power line. RAV access may still be considered with appropriate height conditions.

2.4 Rural Road Widths

When the hauling unit of a RAV travels along a straight path over an uneven surface, the trailing units do not necessarily follow along the same path as the lead unit. This is defined as “off-tracking” and depends on several factors, including:

- The steering actions of the driver;
- Vehicle configuration and coupling arrangements between units;
- Misalignment of the axles;
- Suspension (geometry, bump and roll steer effects) and tyre characteristics;
- Vehicle length;
- External disturbances that include road roughness, cross-slope and side loading from wind-gusts; and
- Speed of travel.

The maximum deviation in tracking over a straight section of road, when added to the width of the RAV, is termed the ‘swept width’. To safely accommodate the swept width of RAVs, adequate road width must be provided.

To assess the widths of rural roads, tables of minimum carriageway widths and sealed widths to accommodate the swept width are listed at Appendix A.

To be suitable for RAV access, a road should be sealed if AADT is over 150 and annual freight tonnage is over 300,000 tonnes per annum. The requirement for the road to be sealed is partly for safety reasons, but more so for road sustainability.

In the absence of any traffic data, the following parameters may enable a judgement as to whether a road needs to be sealed:

- If the road is unlikely to be used by more than 10 RAVs per day; or
- If the road is unlikely to be used by more than 60 RAVs per day over a seasonal two month period.

When considering whether a road has adequate width, an assessment should also be made in relation to any potential risks posed by:

- Crests;
- Pronounced cambers;
- Poor shoulder condition;
- Surface roughness; and
- Reduced sight distances.

Despite a road's width being above the specified minimum in Appendix A, these factors may require additional width, application of additional RAV operating conditions, or in extreme cases, mean the route is unsuitable for RAV access.

Minor width deficiencies are acceptable, particularly if it is only for a small portion of the road. If width requirements are relaxed, a risk assessment should be undertaken to consider other factors to ensure safe operation.

Off-tracking of a vehicle combination is more severe at high speeds; therefore minimum seal width may be reduced where speeds are controlled to 60 or 70 km/h.

Minimum seal widths may also be reduced on roads where all other users are familiar with the operator of multi combination vehicles, e.g. farm access roads and mine access roads.

2.4.1 Sight Distance Considerations at Curves and Tight Bends

When the hauling unit of a RAV travels around a curve or tight bend, the trailing units may take up considerable additional road width. This is defined as "swept width" and depends on several factors, including:

- Radius of the curve or tight bend;
- Length of vehicle combination;
- Number and type of articulation points; and
- Road surface and geometry.

In instances where it is identified the RAV would be required to utilise additional road width and potentially encroach onto the opposite side of the road, the assessor must ensure on approach to the curve or tight bend, there is sufficient visibility to observe oncoming vehicles, and react or stop if necessary. The table in Appendix D shows the required sight distance for RAVs, given the speed and the gradient of the road.

It will be necessary for the assessor to conduct swept path assessments on curves to determine if the RAV is likely to encroach onto the opposite side of the road.

Note: Access should be declined if the RAV crosses a solid white line.

2.4.2 Low Volume Road Width

When assessing road width for Network 2 to 7 or 9 to 10 RAV access, where traffic volume is less than 75 vehicles per day, the width of the road may be assessed in accordance with the width requirement in Appendix B. Appendix E conditions must be applied. If the road width meets the requirements in Appendix A, the conditions as per Appendix E are not necessary.

2.4.3 Traffic Volume Consideration

It is important to use the most appropriate measure of traffic volume when applying Appendix A and Appendix B.

For medium to high traffic roads, where AADT is more than 500, AADT will usually be a suitable measure of traffic volume. For low to medium traffic roads, where AADT is from 150 to 500, higher seasonal traffic volume may be a more appropriate measure of traffic volume. For these roads, the widths in Appendix A are the relevant guidelines.

For low traffic volume roads, where AADT is less than 75, with higher seasonal variations, obtaining a best estimate of such higher daily volumes (VPD) is recommended. Appendix B only applies if AADT and any higher seasonal traffic volumes (VPD) are both less than 75. Otherwise, road width must be assessed using Appendix A.

2.4.4 Assessing a Road in Sections

The road may be composed of a number of sections that vary in their standard and that would fall into different categories of RAV suitability, or require different operating conditions (e.g. for low volume roads). Width variation is a typical example of this principle. Where differing sections are reasonably long, it can be beneficial to separately assess each section as to its category of RAV access and any applicable operating conditions. Assessors should only consider applying this method of assessment where there is a likely benefit and a practical start and finish point.

2.4.5 Short Sections of Reduced Width

There may be short narrow sections along the road due to narrow structures, roadside vegetation or short narrow sections of pavement. Provided narrow sections meet certain criteria, the minimum road width does not need to be considered the actual width of the entire road for assessment purposes. In the absence of any clearly identified other risk factors, clauses (a) and (b) below can be applied to assess the width deficiencies of narrow sections.

(a) Traffic Volume Less than 75 Vehicles per Day

This clause only applies to low volume rural roads that do not meet the width requirement in Appendix A, and for which the operating conditions in Appendix E will apply to RAVs.

Where all narrow sections of the low volume rural road meet the following criteria, the minimum width of the road can be considered to be the width of the road, excluding the narrow sections, when assessing suitability in accordance with Appendix B:

- Narrow sections must not be less than 3.5 m wide;
- Each narrow section must not be more than 100 m long;
- A combination of narrow points that are all within a single 100 m length of road can be considered to be one single narrow section;
- Two adjacent narrow sections must not be within 150 m of each other;
- Continuous unbroken sight distance must extend from a point at least 150 m from each end of any narrow section through the narrow section to a point at least 150 m beyond the section, in both directions; and
- Combined length of narrow sections is no more than 10% of total road length. All narrow sections shorter than 50 m shall be considered to have an effective length of 50 m.

If any narrow section fails to meet the 3.5 m minimum width criteria, the route shall be considered unsuitable for RAV access.

Where all narrow sections meet the 3.5 m minimum width criteria, but do not meet all the remaining criteria, the route shall be considered unsuitable for RAV access on a two-way RAV traffic basis. However, the route may still be suitable for one-way RAV traffic only, provided

operating conditions as per Appendix B for a Type B road are applied. Type B roads suitability is also subject to traffic volume and road length requirements outlined in Table 2.

Table 2: Maximum allowable road length for Type B suitability

Daily Traffic Volume	0 to 15 VPD	16 to 30 VPD	31 to 50 VPD	51 to 75 VPD
Max Road Length	5.0 km	2.0 km	1.5 km	1.0 km

(b) Traffic Volume from 75 to 500 Vehicles per Day

This clause only applies to medium volume roads that generally meet the width requirements in Appendix A.

Where all narrow sections of a medium volume road meet the following criteria, the minimum width of the road can be considered to be the width of the road, excluding the narrow sections, when assessing suitability in accordance with Appendix A:

- Narrow sections should not have carriageway width more than 1.3 m below Appendix A values;
- For sealed road, narrow sections should not have sealed width more than 0.2 m below Appendix A values;
- Each narrow section should not be more than 2 km long; and
- The combined length of narrow sections should not be more than 15% of total road length.

Similar principles may logically carry over to assessment of higher traffic volume roads; however the width deficiencies will need to be assessed on a case-by-case basis.

2.5 Urban and Town Site Road Widths

There are a number of width requirements to be considered for RAVs travelling in urban and town site areas. As well as accommodating the additional swept width of RAVs, the width requirements for activities such as cycling and kerbside parking also need to be taken into account. The minimum road width requirements in town site areas are listed in Appendix C.

2.6 Provision for Overtaking

RAVs tend to operate at lower average speeds than light vehicles. If the road does not have sufficient overtaking opportunities, drivers of light vehicles may experience delays behind slower moving RAVs and in some cases may form “queues” of vehicles waiting to overtake. This may cause driver frustration and thereby increase the risk of drivers attempting to overtake when it is not safe. Therefore it is essential, from a road safety perspective, to have adequate overtaking opportunities on a RAV route.

It is recommended that AADT figures are used to assess overtaking opportunities, however the assessor should consider the impact of seasonal traffic during the assessment, as the AADT could be less than seasonal peak traffic volume.

The volume of traffic and percentage of RAVs on the route affects the requirement for overtaking opportunities. To assess suitability of overtaking, an AADT derived using the Passenger Car Equivalence (PCE) factors (Table 3) shall be used. The derived AADT is calculated by multiplying the AADT for each of the Austroads vehicle Class by the PCE factor based on the road’s terrain as per Table 3. This derived AADT is the AADT figure to use in Table 4 below.

An example of calculating the derived AADT is listed below:

	Sum of AVG AADT	PCE Flat Terrain	AADT Flat Terrain
Austroads 1 & 2	3,180	1	3,180
Austroads 3, 4 & 5	1,893	2	3,786
Austroads 6, 7 8 & 9	285	2.5	713
Austroads 10 (RAV 2 - 4)	120	4	480
Austroads 11 (RAV 5 - 8)	117	4	468
Austroads 12 (RAV 9 -10)	2	9	14
		AADT derived	8,640

PCE factors represent the equivalent number of light vehicles for a particular type of RAV or general access heavy vehicle. The use of PCE factors provides a derived AADT value that can then be used to better assess overtaking opportunities.

Table 3: Passenger Car Equivalence Factors for RAVs

Vehicle Types		PCE Factors on Flat Terrain	PCE Factors on Rolling Terrain
Austroads Class 1		1	1.3
Austroads Class 2		1	1.3
Austroads Class 3 to 5		2	3.5
Austroads Class 6 to 9		2.5	5
Austroads Class 10	RAVs Categories 2-4	4	10
Austroads Class 11	RAVs Categories 5-8	4	10
Austroads Class 12	RAVs Categories 9-10	9	22

The maximum distances between overtaking opportunities are shown in Table 4. In all cases, the assessment of steep ascending grades in Section 2.7.1 must be performed separately.

Table 4: Maximum Distances between Overtaking Opportunities

AADT (Derived using PCE Factors)	Maximum AVERAGE distance between overtaking opportunities	Maximum distance between any two overtaking opportunities	Notes
500 or below	N/A	N/A	Provision of additional opportunities is usually not justified.
501 to 1000	15 km	30 km	
1001 to 1800	8 km	15 km	
1801 and above	5 km	10 km	At AADT > 2700, additional opportunities that exceed the criteria may be necessary.

For each overtaking opportunity, the portion of road available to complete the overtaking opportunity should meet the minimum length shown in Table 5.

Table 5: Minimum Length for Overtaking Opportunities

Road Section Operating Speed (km/h)	Assumed Truck Speed (km/h)	Length (m)		
		RAVs Categories 2-4	RAVs Categories 5-8	RAVs Categories 9-10
70	60	600	640	690
80	69	740	790	860
90	77	890	950	1040
100	86	1070	1130	1240
110	94	1290	1310	1440

Note: The above lengths are generally determined by measuring the length of the divided line where overtaking is permitted for the particular lane.

2.7 Steep Ascending Grades

2.7.1 RAVs Losing Speed on Grades

The speed of RAVs ascending long and steep grades can be reduced to the extent that the speed differential is hazardous for vehicles approaching from behind. If possible, steep ascending grades should have overtaking lanes.

In some cases where an overtaking lane is not provided, the drivers of faster following vehicles may become frustrated and attempt an overtaking manoeuvre when unsafe to do so. A RAV speed reduction to 40 km/h is considered the threshold point at which drivers will seek to overtake a slower vehicle, regardless of whether or not adequate sight distance is available.

Table 6 outlines the maximum distance required for a laden RAV travelling up a grade to slow down to 40 km/h. For grades or consecutive combinations of varying grades exceeding these distances, it is recommended that the grade should have an additional climbing lane for RAVs to mitigate the risk of other road users overtaking without appropriate sight distances.

Table 6: Maximum distances (m) of uphill travel before RAV speeds are reduced to 40 km/h

Grade %	RAVs Categories 2-6		RAVs Categories 7-8		RAVs Categories 9-10	
	80 km/h Approach Speed	100 km/h Approach Speed	80 km/h Approach Speed	100 km/h Approach Speed	80 km/h Approach Speed	100 km/h Approach Speed
3	*	*	*	*	1080	1650
4	950	1410	900	1350	690	1110
5	640	980	610	960	520	840
6	480	760	470	750	410	680
7	390	630	380	620	340	570
8	330	530	320	530	290	490

* RAV can maintain a higher speed than 40 km/h on these grades.

2.7.2 Maximum Grades Requirements for RAVs

For a route to be suitable for RAV access there must be no steep grades that are in excess of the limits in Table 7.

Table 7: Grades Limits for RAVs

	Sealed Roads	Gravel Roads
RAVs Categories 2-6	8%	5%
RAVs Categories 7-8	6%	4%
RAVs Categories 9-10	5%	3%

2.8 Turning at Intersections

It is essential that intersections can be safely negotiated, with minimal or no interference to other traffic.

2.8.1 Vehicle Speed While Negotiating the Turn

The vehicle turning radius is directly related to the maximum turning speed of the vehicle:

- For intersections where the vehicle must always stop before turning (e.g.: at a Stop sign), a turning speed of 5-15 km/h is generally sufficient;
- For intersections where the vehicle rarely or never needs to stop before turning, a speed of 20 km/h or 30 km/h could be assumed; and
- Where following traffic is likely to be slowed as a result of the RAV turning off a high traffic road, a high turning speed (30 km/h or greater) is desirable, to minimise disturbance to traffic.

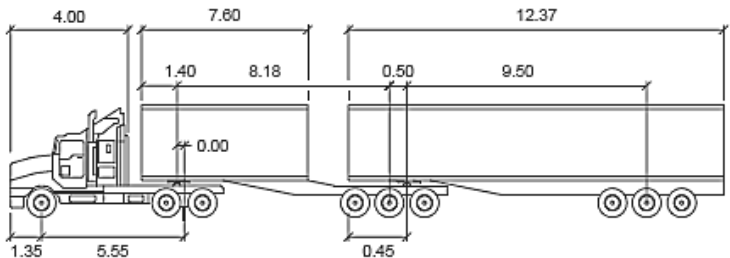
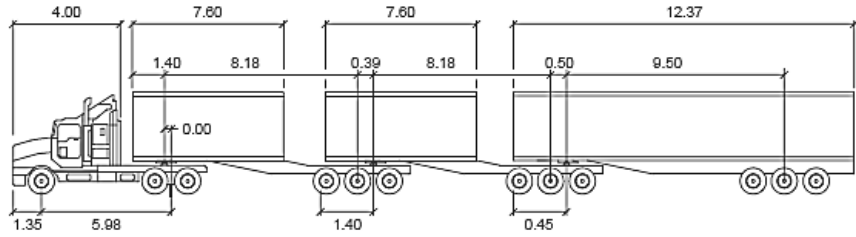
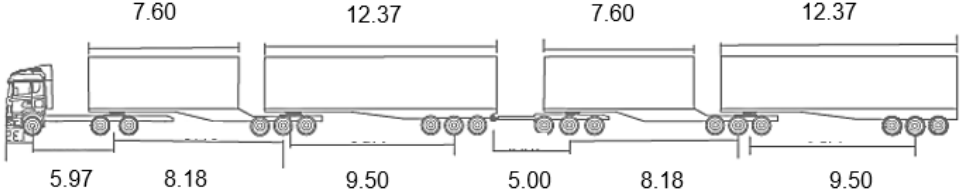
2.8.2 Turning Clearances

Where there is any possibility that the RAV may have insufficient clearance from kerbs or other nearby objects, standard turning templates shall be used to accurately check the swept path of the RAV.

Using AutoTurn, the appropriate vehicle combination must be used to check all turning movements at all required intersections and any clearance problems should be noted on the *RAV Route Assessment Form*. As a rule:

- The wheel paths of the rear trailer of the RAV must not come any closer than 200 mm from the face of any kerb, unless the kerb is designed to be mounted, in which case the 200 mm clearance is not applied.
- If there is no kerb (such as a gravel road), the edge of the road formation can be taken as the kerb.
- The overhang path must not come any closer than 200 mm to a nearby object.
- For a left or right turn, the wheel paths must not cross over the centreline of the road, unless the sight distances in all directions of the intersection are adequate according to Appendix D.

Table 8: Vehicle combinations for completing swept path assessments

RAV Categories	Assessment Vehicle	Maximum Length (m)																
2-4	<p>B-double</p>  <p>B-Double HVS meters</p> <table><tr><td>Tractor Width</td><td>: 2.50</td><td>Lock to Lock Time</td><td>: 6.0</td></tr><tr><td>Trailer Width</td><td>: 2.50</td><td>Steering Angle</td><td>: 35.0</td></tr><tr><td>Tractor Track</td><td>: 2.50</td><td>Articulating Angle</td><td>: 70.0</td></tr><tr><td>Trailer Track</td><td>: 2.50</td><td></td><td></td></tr></table>	Tractor Width	: 2.50	Lock to Lock Time	: 6.0	Trailer Width	: 2.50	Steering Angle	: 35.0	Tractor Track	: 2.50	Articulating Angle	: 70.0	Trailer Track	: 2.50			27.5
Tractor Width	: 2.50	Lock to Lock Time	: 6.0															
Trailer Width	: 2.50	Steering Angle	: 35.0															
Tractor Track	: 2.50	Articulating Angle	: 70.0															
Trailer Track	: 2.50																	
5-7	<p>B-triple</p>  <p>B-Triple HVS meters</p> <table><tr><td>Tractor Width</td><td>: 2.50</td><td>Lock to Lock Time</td><td>: 6.0</td></tr><tr><td>Trailer Width</td><td>: 2.50</td><td>Steering Angle</td><td>: 35.0</td></tr><tr><td>Tractor Track</td><td>: 2.50</td><td>Articulating Angle</td><td>: 70.0</td></tr><tr><td>Trailer Track</td><td>: 2.50</td><td></td><td></td></tr></table>	Tractor Width	: 2.50	Lock to Lock Time	: 6.0	Trailer Width	: 2.50	Steering Angle	: 35.0	Tractor Track	: 2.50	Articulating Angle	: 70.0	Trailer Track	: 2.50			36.5
Tractor Width	: 2.50	Lock to Lock Time	: 6.0															
Trailer Width	: 2.50	Steering Angle	: 35.0															
Tractor Track	: 2.50	Articulating Angle	: 70.0															
Trailer Track	: 2.50																	
9-10	<p>Double B Double</p>  <p>Double B-Double HVS</p> <table><tr><td>Track Width 2.50m</td><td>Lock to Lock Time 6.0</td></tr><tr><td>Trailer Width 2.50m</td><td>Steering Angle 35.0</td></tr><tr><td>Tractor Width 2.50m</td><td>Articulating Angle 70.0</td></tr><tr><td>Trailer Track 2.50m</td><td></td></tr></table>	Track Width 2.50m	Lock to Lock Time 6.0	Trailer Width 2.50m	Steering Angle 35.0	Tractor Width 2.50m	Articulating Angle 70.0	Trailer Track 2.50m		53.5								
Track Width 2.50m	Lock to Lock Time 6.0																	
Trailer Width 2.50m	Steering Angle 35.0																	
Tractor Width 2.50m	Articulating Angle 70.0																	
Trailer Track 2.50m																		

2.8.3 Intersection Layout

To assist in ensuring network performance levels are maintained, the assessor needs to identify if acceleration lanes and turn pockets are present at intersections and the length of these treatments.

Capturing this information in the assessment will assist in determining if network improvements are necessary, in consultation with the road manager.

2.8.4 Approach Sight Distance (ASD)

The route shall be rejected if the driver of a RAV, approaching the intersection has insufficient visibility to observe the intersection, or advance intersection warning, and react or stop if necessary. The table in Appendix D shows the required sight distances for RAVs, given the vehicle type, speed and the gradient of the road. When measuring the available approach sight distance, the measurement must be taken from a truck driver's eye height of 2.4 m.

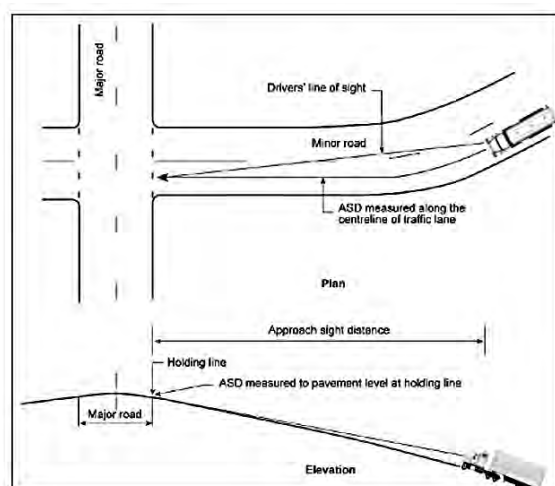


Figure 1: Example of Approach Sight Distance

2.8.5 Entering Sight Distance

The route shall be rejected if the driver of a RAV, entering a through road, does not have appropriate sight distance to see a sufficient gap in oncoming traffic that will allow a RAV, with greater length and lower acceleration capacity, to clear the intersection safely. The table in Appendix D shows the required sight distances for RAVs, given the vehicle type, speed and the gradient of the road. When measuring the available entering sight distance, the measurement must be taken from a truck driver's eye height of 2.4 m to a height that considers all traffic.

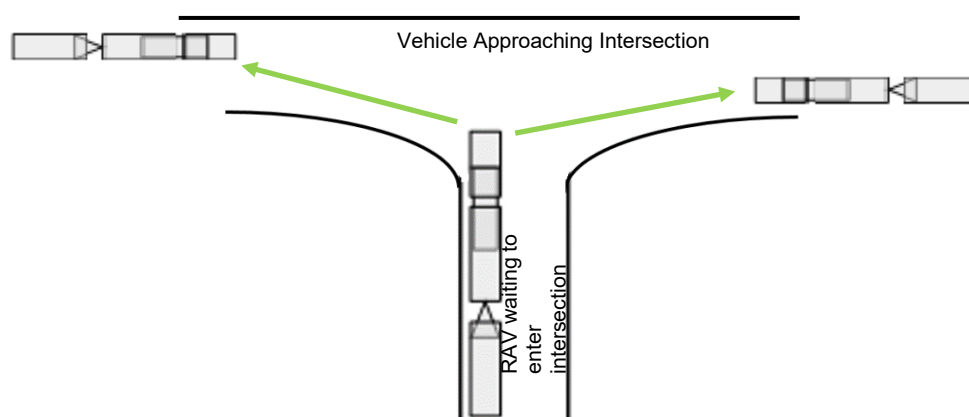


Figure 2: Example of Entering Sight Distance

The angle and gradient of the intersection should also be considered to determine if additional time is required for a RAV to manoeuvre the intersection, for instance a steep upgrade in the direction of travel will adversely affect the RAV's start up and acceleration when entering the through road.

Note: The entering sight distance requirement is only required for intersections that are not controlled by traffic signals, with the exception of a right turning movement with no right turn arrow.

2.9 Railway Level Crossings

The various operational requirements at railway crossings are described in Main Roads *'Railway Crossing Control in Western Australia Policy and Guidelines'* found on the Railway Crossing page of the Main Roads website.

The following points highlight the main considerations for RAVs at railway crossings for the various levels of protection.

2.9.1 Inadequate Approach Stacking Distance

Inadequate approach stacking distance occurs where the distance between the railway and a nearby intersection is insufficient to enable a vehicle to stop at the crossing without impeding the traffic flow at the intersection.

Approach stacking distance is measured from the vehicle stopping line at the railway crossing to the nearest shoulder edge of the crossroad. The vehicle stopping line at a railway crossing is normally indicated by a painted line or, in the absence of a marked line, assumed to be 3.5 m back from the nearest rail.

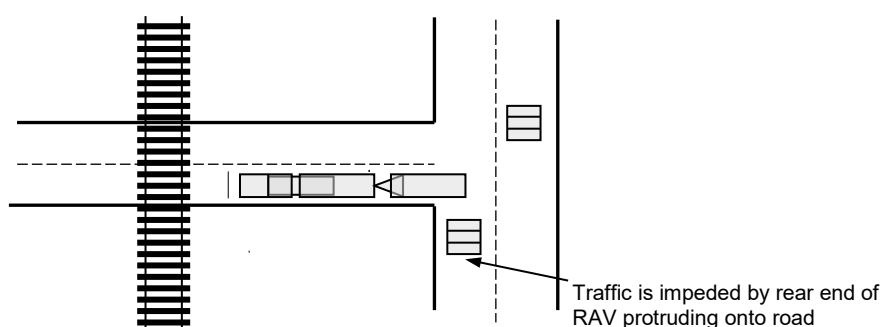


Figure 3: Examples of Inadequate Approach Stacking Distance

2.9.2 Inadequate Departure Stacking Distance

Inadequate departure stacking distance occurs when part of a vehicle would encroach within 3.5 m of the railway track while stopped to give way to traffic on the priority road of an intersection located beyond the crossing. A possible exception is in cases where the intersection is controlled by traffic signals that are coordinated with the operation of the railway crossing signals.

Departure Stacking Distance is measured from the vehicle stopping line at the intersection to within 3.5 m of the nearest railway track. In the absence of marked lines, the measurement is to be taken from the edge of the through lane (if there are edge lines) or the edge of the seal.

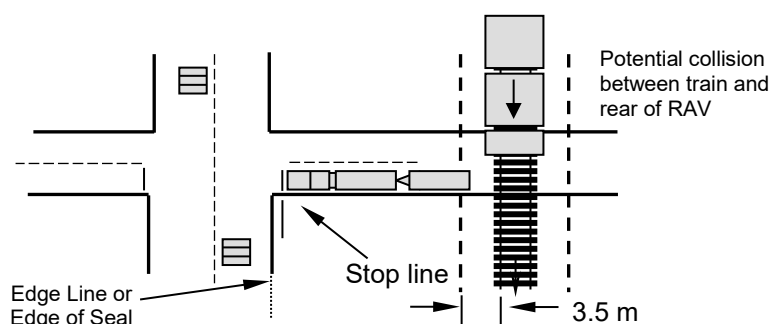


Figure 4: Examples of Inadequate Departure Stacking Distance

2.9.3 Criterion for Assessing Whether Stacking Distance is Adequate

Figure 5 shows the methodology for measuring approach (2.9.1) and departure (2.9.2) stacking distance. Ideally, a clearance of 3.5 m should be applied when assessing the available approach stacking distance. However, if the approach stacking distance is at least the length of the RAV and there is sufficient ESD for other vehicles departing the intersection while there is a RAV stopped at the rail, a lesser clearance is acceptable.

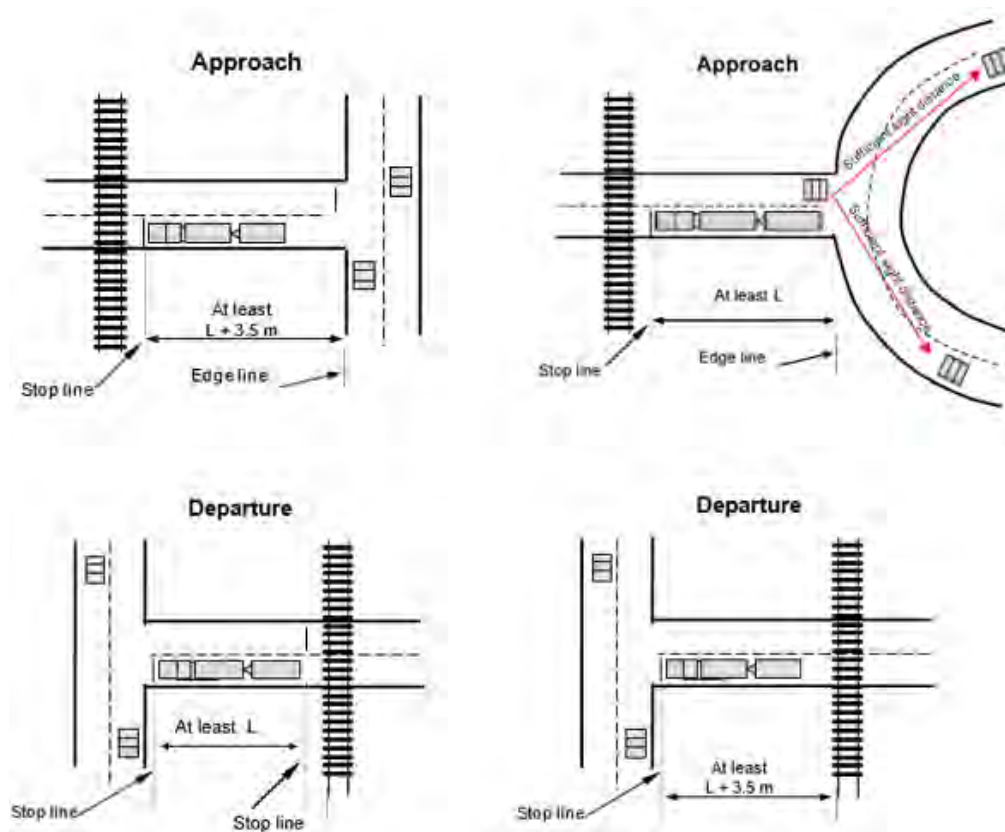


Figure 5: Examples of Adequate Stacking Distances

2.9.4 RAVs at Crossings Protected by Give Way or Stop Signs

The driver of a RAV approaching a railway crossing protected by a GIVE WAY or a STOP sign needs to be able to see the crossing from a sufficient distance to allow enough time to stop the RAV if required. The ASD to a railway crossing must meet Appendix D.

There also needs to be sufficient sight distance for the driver of a RAV, after having stopped at a railway crossing with a GIVE WAY or STOP sign, to see an oncoming train and allow adequate time to safely cross. The required sight distances for RAVs at railway crossings must meet:

- The S3 formula for STOP signs of the Australian Standards AS1742.7-2016 – Manual of Uniform Traffic Control Devices – part 7: Railway Crossings.

The S3 formula determines the minimum distance required for the driver of a vehicle stopped at the railway crossing to be able to see an oncoming train in order to safely cross.

When measuring the available sight distance to all directions at rail crossings, a truck driver's eye height of 2.4 m is recommended.

Where railway crossings with STOP signs are located along the proposed route, the assessor must record the information shown below in Figure 6 on the *RAV Route Assessment Form*. This information is then used to calculate the S3 formula.

Note: A Track Access Permit must be obtained from the relevant rail provider to access the rail corridor (outside the 3 metre zone).

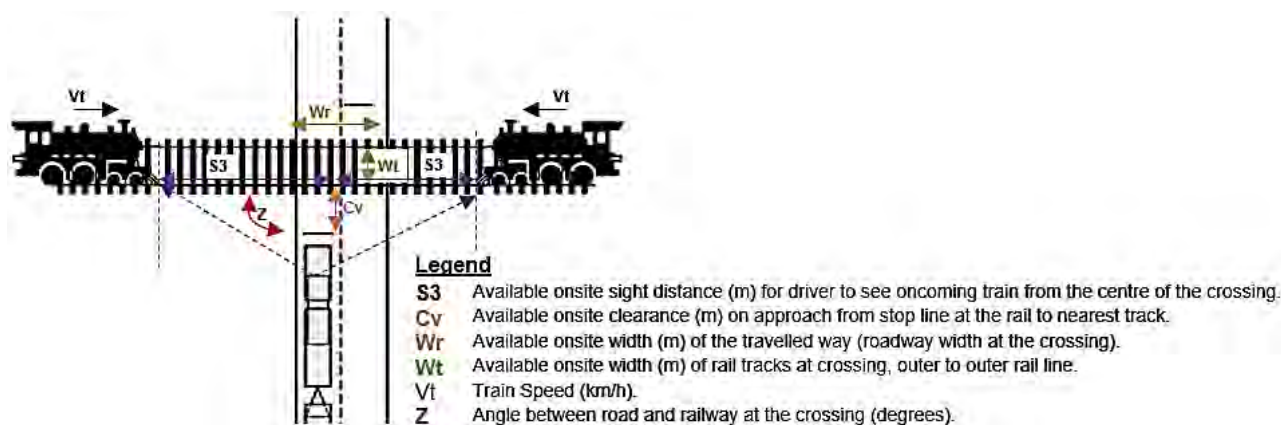


Figure 6: Required Information from Onsite Assessment for S3 Calculation

2.9.5 RAVs at Railway Crossings Protected by Flashing Lights

The visibility of the primary flashing lights and advance flashing yellow warning signs displays on the approach to crossings must be assessed so that the driver can safely stop if required. The sight distance to the flashing lights, or alternatively the advance flashing yellow warning signs must meet the minimum requirements in Appendix D.

When measuring the available sight distance to all directions at rail crossings, a truck driver's eye height of 2.4 m is recommended.

2.10 Off-road Parking

In rural and remote areas, the route should have adequate off-road truck parking facilities at sufficient spacing along the route.

In any one direction of travel, the maximum spacing for off-road parking facilities is:

- Rural Area roads 80 km
- Remote Area roads 120 km

Adequate off-road parking facility is defined as any:

- Service station or roadhouse, (or other commercial establishment), with provision for public truck parking;
- Signed parking bay, truck bay, rest area; or
- Designated road train assembly area;

Which meets the following criteria:

- Minimum approach sight distance (measured from a truck driver's eye height of 2.4 m) to the entry/exit point for traffic travelling on the through road are in accordance with Appendix D; and
- Minimum entering sight distance (measure from a truck driver's eye height of 2.4 m to a height that considers all traffic.) from the entry/exit point in accordance with Appendix D; and
- The full length of the RAV can be parked without encroachment onto the carriageway. Minimum safe clearance distance of the RAV parked parallel to the road are shown in Table 9.

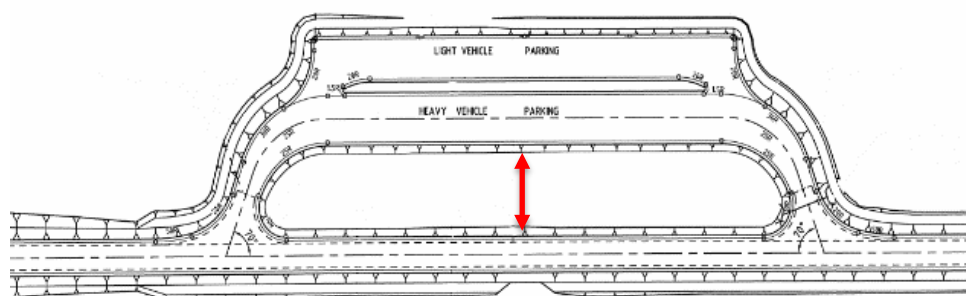


Figure 7: Minimum clearance between road pavement and parking bay

Table 9: Minimum safe clearance distance of parked RAV from road

Speed Limit (km/h)	Minimum Clearance from edge of pavement * (m)
60	5
70	5.7
80	6.2
90	7.6
100	8.8
110	11

* For parking facilities located on the outside of a curve, add a further 1.6 m to the normal minimum clearance.

Depending on the frequency of trucks using the truck parking bays or road train assembly areas, the requirement of other facilities such as rubbish bins, tables and chairs and toilets needs to be considered. The assessor should also consider the likelihood of more than one RAV using the parking facility at any given time. This will depend on the volume of heavy vehicles on the proposed route. More information about off-road parking facilities can be obtained from Rest Areas page on the Main Roads website.

2.11 Other Road Users

The key issues here are whether RAV operation will be highly incompatible with, or pose new risks to other road users that may not be familiar with or could be more vulnerable to RAVs. Road users that should be considered when assessing suitability include:

- Pedestrians (especially where there are school crossings);
- Cyclists;
- Tourists and recreational users (who may be unfamiliar with the conditions);
- School buses (where the frequent stopping and turning by buses and the presence of children on or adjacent to the road can pose potential hazards); and
- Farmers moving farm machinery and implements.

Safety is the primary factor for consideration. If crash history data is available, it may be useful to investigate whether certain times of the day engender particular risks, while at other times the risk is significantly lower. In these cases, it may be warranted to recommend that the RAV only use the route during the low-risk hours.

RAVs can affect the flow of other traffic and contribute to congestion issues. Numbers of RAVs can reduce the speed of other traffic and in worst cases frustrate other motorists. Assessors should examine the traffic flow on the route and recommend solutions to reduce risks resulting from traffic disruption.

Vehicles towing caravans or trailers are a significant issue in that they can find it difficult to pass RAVs. This situation is more prevalent during school holidays. Therefore the assessor should consider the impact of seasonal traffic changes during the assessment.

If safety issues for other road users, which would result from RAV operation, are identified as major and cannot be suitably addressed, the route should be considered unsuitable for RAV access.

2.12 Slowing and Stopping

The ability of vehicles to safely pull off the carriageway, e.g. to allow following vehicles to pass or to make repairs, should be examined. Continuous sections of the route with narrow shoulders and/or deep drains should be noted and comments made on any safety implications.

3 COMMUNITY CONSIDERATIONS

Assessors need to consider potential community impacts as part of assessing route suitability.

3.1 Noise

The assessor shall consider whether the introduction of the RAVs onto the route has potential to cause a significant noise impact by considering the following:

- Areas sensitive to road traffic noise, including residences, schools and hospitals;
- The likely number of RAVs in comparison to existing number of large trucks (3 or more axles);
- Factors contributing to noise generated by RAVs such as gradients (higher speeds or use of engine braking systems), acceleration/deceleration areas (higher engine speeds, gear changing or use of engine braking systems), and road pavement irregularities (body rattle); and
- Factors mitigating the impact of noise from RAVs such as distance to residences and any screening of residences by hills, cuttings or walls.

The main criterion for noise impact assessment is the change in the numbers of large trucks (3 or more axles) on the route. Doubling RAV numbers can be considered as the start of a significant noise change while quadrupling can be considered as very significant change.

On very low volume roads, introducing RAVs may significantly increase numbers of large trucks, but overall truck numbers may still remain low enough so as not to cause a significant noise impact.

Conversely, if the road is an existing heavy vehicle route, introducing RAVs or larger RAVs may reduce the number of trips required for a given freight task and improve noise issues.

Consideration should also be given to potential noise impacts near a truck parking area. In particular, the noise generated by refrigerated trailers should be taken into account as these trucks are required to keep their cooling compressors running all night.

Where noise impacts are expected to be significant the assessor shall consider options for mitigating noise impact, such as:

- Approved noise reduction request signs;
- A curfew for RAVs during night time hours;
- Consideration of alternative routes;
- Noise certification of RAVs as a condition of access; and

- Speed restrictions.

Where noise impacts are expected to remain significant and mitigation actions have been implemented, Main Roads will consult with the relevant Local Government and may undertake a noise impact study of the route.

3.2 Vibration

Where the RAV route passes close to abutting development there may be adverse impacts upon people and property due to vibration. The assessor shall consider whether the introduction of the RAVs onto the route has potential to cause significant vibration impact by considering:

- Distance to buildings and their use and condition;
- Road roughness; and
- Uneven drainage gullies and manhole covers.

Where vibration impacts are expected to be significant the assessor shall consider options to mitigate the impacts, such as road surface improvements and alternative routes.

3.3 Dust and dirt

Where the RAV route passes close to abutting development there may be adverse impacts upon people and property due to dust, especially where a route is unsealed. The assessor shall consider whether the introduction of the RAVs onto the route has potential to cause significant dust impact by considering:

- Distance to buildings and their use;
- Likely numbers of RAVs using the route; and
- Likelihood of significant amounts of dust being produced by RAVs.

RAVs entering onto a seal road from a dirt road will potentially carry the dirt onto the sealed road, particularly in wetter conditions. This results in dirt building up and spreading on the road, which impacts on other motorists.

Where dust and dirt impacts are expected to be significant the assessor shall consider options to mitigate the impacts, such as alternative routes, speed restrictions and possibly sealing road sections, particularly on the approach to a sealed road.

3.4 Community Consultation

In line with Government policy, Main Roads may require a route that has been given a favourable assessment using these guidelines to undergo a community consultation phase. Main Roads, with input from the relevant local government, will determine the need for community consultation on a case-by-case basis.

3.5 Alternative Transport Modes

Alternative transport modes need to be considered to ensure RAV road transport is the most effective form of transport available for the particular operation.

4 APPENDICES

Appendix	Title
A	Rural Road Minimum Widths
B	Low Volume Rural Road Minimum Widths
C	Townsite Road Minimum Widths
D	Required Sight Distance
E	Operating Conditions
F	RAV Access Assessment Process

Appendix A: Rural Road Minimum Width

	60 to 70 km/h		80 to 100 km/h	
	Carriageway Width* (m)	Sealed Width** (m)	Carriageway Width* (m)	Sealed Width** (m)

0 to 150 AADT / VPD***

RAVs Categories 2-4	7.6	3.3	7.9	3.4
RAVs Categories 5-7	7.7	3.4	8.0	3.5
RAVs Categories 8-10	8.2	3.8	8.6	3.9

150 to 500 AADT / VPD

RAVs Categories 2-4	7.6	5.6	7.9	5.9
RAVs Categories 5-7	7.7	5.7	8.0	6.0
RAVs Categories 8-10	8.2	6.1	8.6	6.4

500 to 1 000 AADT

RAVs Categories 2-4	7.9	6.1	8.2	6.4
RAVs Categories 5-7	8.0	6.2	8.3	6.5
RAVs Categories 8-10	8.6	6.6	9.0	6.9

More than 1 000 AADT

RAVs Categories 2-4	9.6	6.8	9.9	7.1
RAVs Categories 5-7	9.7	6.9	10.0	7.2
RAVs Categories 8-10	10.6	7.6	11.0	8.0

* The carriageway widths given in the above table should be used for assessing usable width on gravel roads.

** A road should be sealed if AADT over 150 and annual freight tonnage over 300,000 TPA.

In the absence of any data, the following parameters may be a guide:

- uniform annual loaded RAV traffic volume more than 10 vehicles per day; or
- loaded RAV traffic volume more than 60 vehicles per day over a seasonal two month period.

*** When the road width is below the above values and traffic volume is no more than 75 VPD, the route may be suitable for RAVs Categories 2-10 (excluding 8) access as a low volume road. Refer to Appendix B on the following page.

Appendix B: Low Volume Rural Road Minimum Widths

NB: This section is not to be used for assessing routes for RAV Category 8.

Type A Road (suitable for two-way RAV traffic)

	40 km/h	60 km/h
	Carriageway Width (m)	Carriageway Width (m)
RAVs Categories 2-7	5.8	6.1*
RAVs Categories 9-10	5.9	6.3*

For Type A low volume roads, Appendix E operating conditions 1, 2, 3, 4, 5, 7 and 8 may be applied as a condition;

*If a road is at least 1.0 m wider than these widths, an 80km/h speed restriction should be considered. A speed restriction above 80km/h should only be considered if the road is sealed, has good sight distance and presents no significant safety concern.

Type B Road (unsuitable for two-way RAV traffic)

	40 km/h
	Carriageway Width (m)
RAVs Categories 2-7	3.5*
RAVs Categories 9-10	3.5*

For type B low volume roads, Appendix E operating conditions 1, 2, 3, 4, 5, 6, 7 and 8 may be applied as a condition.

*Maximum road length limits apply, refer to Table 2 in Section 2.4.

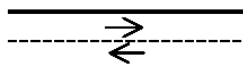
Appendix C: Town Site Road Minimum Widths

Feature	RAVs Categories 2-4		RAVs Categories 5-8		RAVs Categories 9-10	
	60 - 70 km/h	80-100 km/h	60 - 70 km/h	80-100 km/h	60 - 70 km/h	80-100 km/h
(Undivided carriageway – 2 Way) Width between sealed edge and road centre (m)						
Basic / unmarked	3.2	3.5	3.3	3.7	3.6	4.1
with marked separation line	3.5	3.8	3.6	4.0	3.9	4.4
with dedicated cycle lane	4.7	5.5	4.8	5.7	5.1	6.1
with dedicated or regular parallel parking	5.7	NA	5.8	NA	6.1	NA
with dedicated angle (45°) parking	9.2	NA	9.3	NA	9.6	NA
(Divided carriageway – single lane) Width between sealed edge and edge of median or traffic island (m)						
Basic / unmarked	3.5	3.8	3.6	4.0	3.9	4.4
with dedicated cycle lane	5.0	5.8	5.1	6.0	5.4	6.4
with dedicated or regular parallel parking	6.0	NA	6.1	NA	6.4	NA
with dedicated angle (45°) parking	9.5	NA	9.6	NA	9.9	NA
(Undivided carriageway – 2 lanes) Width between sealed edge and road centre (m)						
Basic / unmarked	6.6	7.0	6.7	7.1	7.0	7.5
with dedicated cycle lane	8.1	9.0	8.2	9.1	8.5	9.5
with dedicated or regular parallel parking	9.1	NA	9.2	NA	9.5	NA
(Divided carriageway – 2 lanes) Width between sealed edge and edge of median or traffic island (m)						
Basic / unmarked	6.6	7.0	6.7	7.1	7.0	7.5
with dedicated cycle lane	8.1	9.0	8.2	9.1	8.5	9.5
with dedicated or regular parallel parking	9.1	NA	9.2	NA	9.5	NA
(Multiple Lane Carriageways – 3 or more lanes) Width of additional through lane (m)						
basic	3.2	3.4	3.3	3.5	3.4	3.6

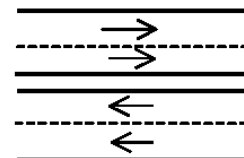
Notes:

- 1) Speed refers to the prevailing speed limit for the road
- 2) An explanation of road type descriptors follows:

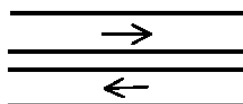
Undivided Carriageway - 2 Way



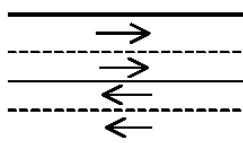
Divided Carriageway - 2 Lanes



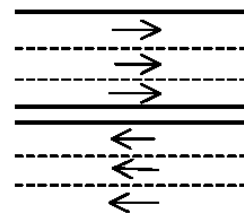
Divided Carriageway - Single Lane



Undivided Carriageway - 2 Lanes



Multiway Carriageway - 3 or more lanes



Appendix D: Required Sight Distances

Posted Speed km/h	Downhill				Level	Uphill			
	-8%	-6%	-4%	-2%		2%	4%	6%	8%
40	74	72	70	68	66	65	64	62	61
50	102	98	95	92	89	87	85	84	82
60	134	128	123	119	116	112	110	107	105
70	170	162	155	149	144	140	136	133	130
80	209	198	190	182	176	170	165	161	157
90	252	239	228	218	210	203	197	191	186
100	308	290	275	263	252	242	234	227	220

The above values have been derived using the formula given in Austroads Guidelines with following factors:

Reaction Time	4.0 s
---------------	-------

(Deceleration rate of 0.29g up to 90 km/h, 0.28g at 100 km/h.)

Appendix E: Operating Conditions

Main Roads will apply the operating conditions below, as a condition of permit, to very low traffic volume roads when the road's width does not meet the minimum requirements in Appendix A.

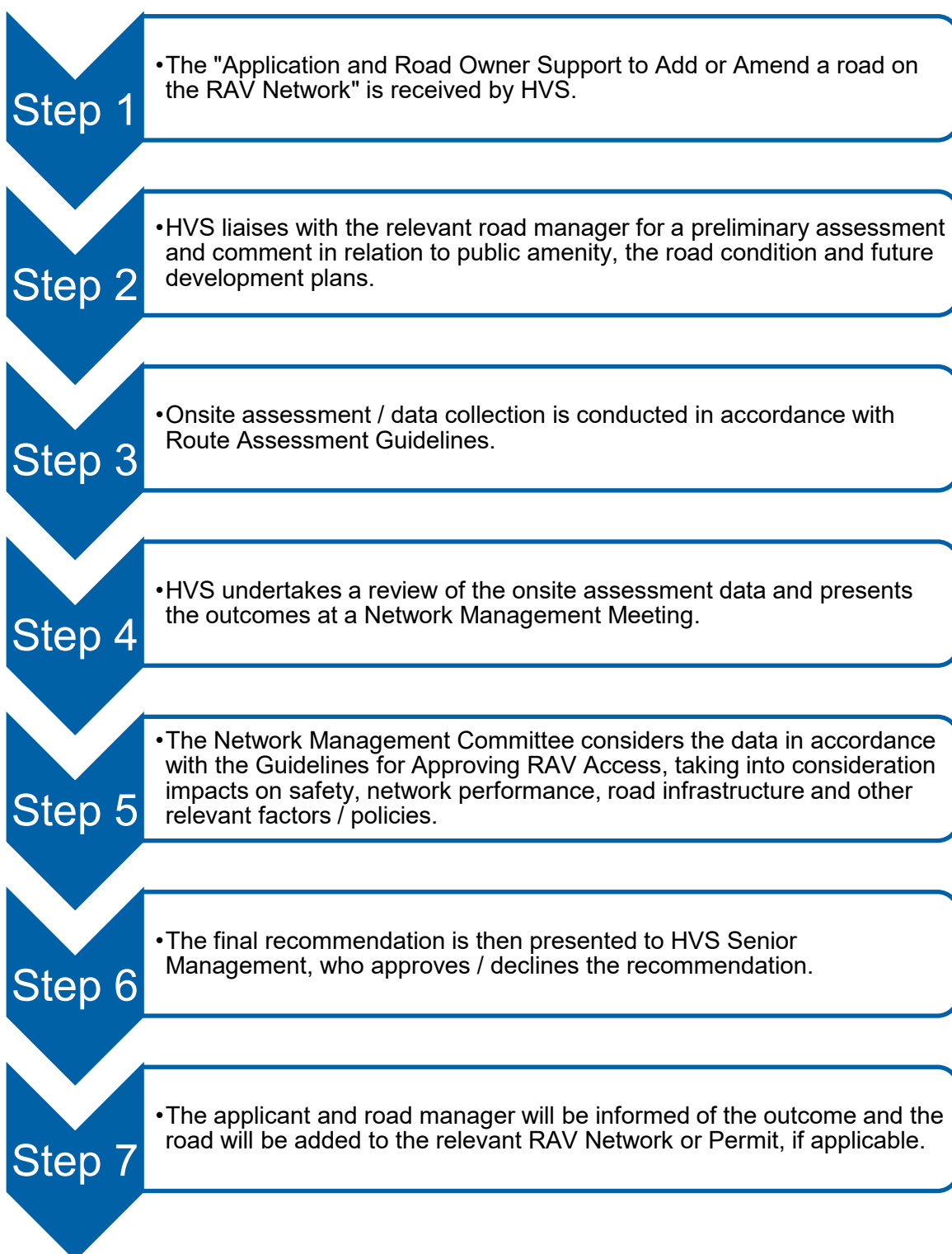
These and other similar operating conditions may be applied to the assessment of other roads.

1. When travelling at night, the RAV must travel at a maximum speed of 40km/h and display an amber flashing warning light on the prime mover.
2. No operation on unsealed road segment when visibly wet, without road owner's approval.
3. Headlights must be switched on at all times.
4. Speed restrictions. *
5. Direct radio contact must be maintained with other RAVs to establish their position on or near the road (suggested UHF Ch 40).
6. For a single lane road, the road must not be entered until the driver has established via radio contact that there is no other RAV on the road travelling in the oncoming direction.
7. Operation is not permitted while the school bus is operating on the road. Operators must contact the relevant schools directly and obtain school bus timetables; or where direct contact can be made with the school bus driver, operation is permitted once the school bus driver confirms all school drop-offs/ pick-ups have been completed on the road.
8. Current written support from the road asset owner, endorsing use of the road, must be obtained, carried in the vehicle and produced upon request.

These conditions are applied in the Prime Mover, Trailer Combinations and Truck, Trailer Combinations Operating Conditions. The applicable roads must be clearly identified as either a "Type A" Low Volume Road or a "Type B" Low Volume Road or appropriate conditions listed separately as a road condition.

*40 km/h or 60 km/h as determined from Appendix B.

Appendix F: RAV Access Assessment Process



ATTACHMENT - AGENDA ITEM 8.1.3 CRISP Wireless Telecommunications Project

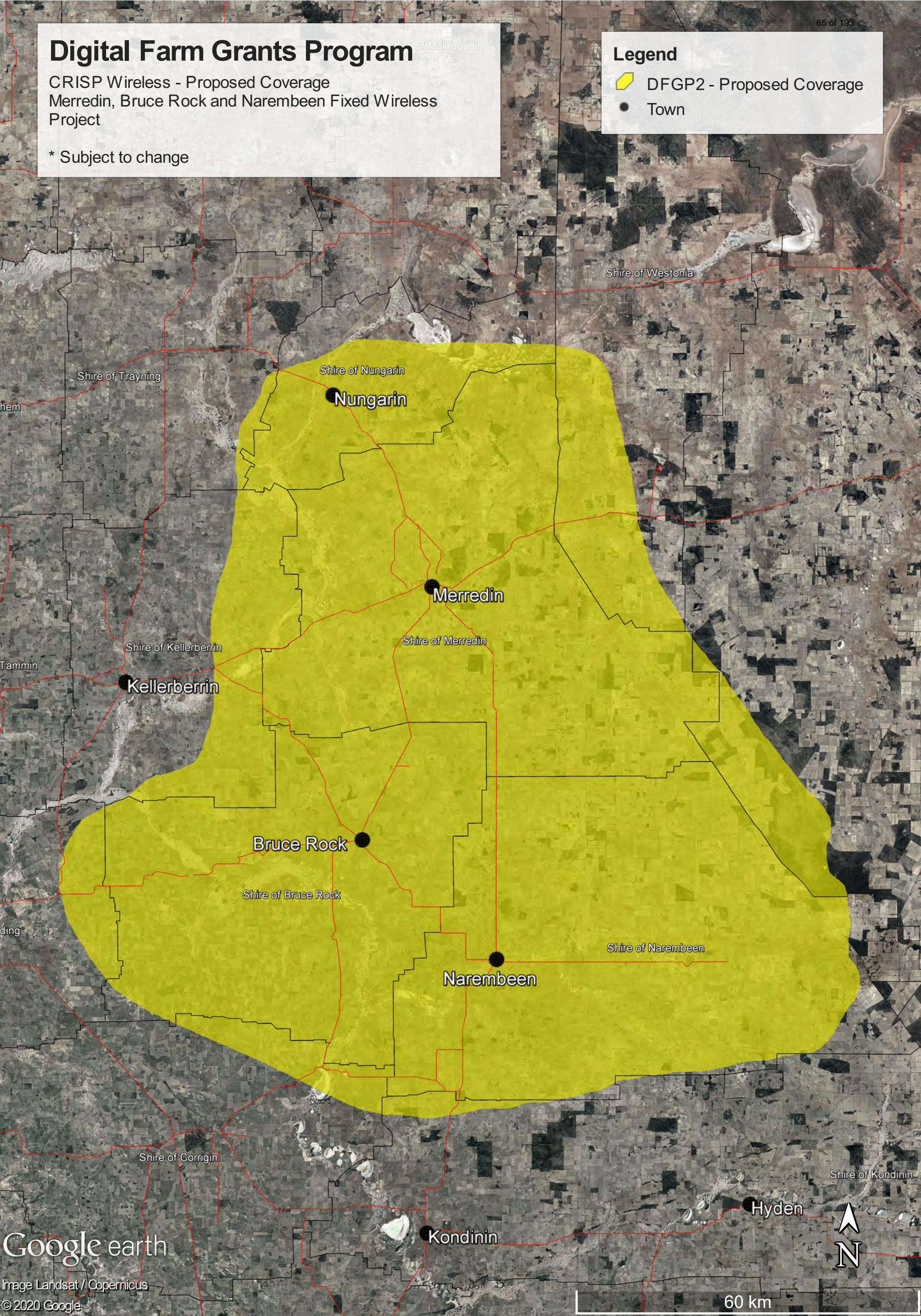
Digital Farm Grants Program

CRISP Wireless - Proposed Coverage
Merredin, Bruce Rock and Narembeen Fixed Wireless
Project

* Subject to change

Legend

- DFGP2 - Proposed Coverage
- Town



ATTACHMENT - AGENDA ITEM 8.1.4
Local Government House Trust –
Deed of Variation

1 9 9 4

THE LOCAL GOVERNMENT ASSOCIATION
OF WESTERN AUSTRALIA (INC) and
THE COUNTRY SHIRE COUNCILS'
ASSOCIATION OF WESTERN AUSTRALIA (INC)

TRUST DEED

Ref: REM:273565

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for Commissioner of State Taxation

THIS DEED dated

4th May

WESTERN AUSTRALIA STAMP DUTY
26/05/94 24201010 NPF 1994
EXEMPT (SECTION 117 OF THE STAMP DUTY ACT 1921)

BY THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and
THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA
(INC) both of 15 Altona Street, West Perth, Western Australia
(('the Trustees'))

RECITALS

- A. By the Original Deed the Original Trustees agreed to hold the property therein referred to as "the Headquarters" and the monies therein referred to as "the Trust Fund" upon trust for the beneficiaries specified in the Second Schedule thereto ("the Original Beneficiaries") in the respective proportions specified in column 3 thereof and upon and subject to the trusts therein contained ("the Original Trust");
- B. By the Amending Deed the Original Trustees retired and appointed the Trustees as the trustees of the Original Trust in their place;
- C. The Shires of Kent and Ashburton contributed \$4,000 and \$7,000 respectively to the Original Trust but were not listed as beneficiaries in the Second Schedule to the Original Deed;
- D. Notwithstanding that they were not listed as beneficiaries of the Original Trust the Original Deed was at all times read and construed by the Original Trustees, the Trustees and the Original Beneficiaries as if:-

(i) the words

"Shire of Kent	\$4,000	4/582
Shire of Ashburton	\$7,000	7/582"

were included therein, and

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(ii) the figure "571" wherever appearing in column 2 of the Second Schedule to the Original Deed read "582";

E. With the consent and by the direction of each of the Original Beneficiaries and of the Shires of Kent and Ashburton the Trustees have sold the Headquarters and have thereafter held the net proceeds of sale thereof and the Trust Fund UPON TRUST for the Original Beneficiaries and the Shires of Kent and Ashburton in the respective proportions stated in the Second Schedule to the Original Deed read and construed as if amended in the manner stated in Recital D hereof ("the Trust");

F. The Original Beneficiaries and the Shires of Kent and Ashburton and the Trustees have agreed that:-

(i) the Trust Fund constituted by the Trust shall be divided into units,

(ii) each of the Original Beneficiaries and the Shires of Kent and Ashburton shall hold the respective number of units in the Trust Fund as are set out adjacent to their names in the First Schedule hereto, and

(iii) consequent upon the foregoing the initial number of units in the Trust shall be 582.

G. The Original Beneficiaries and the Shires of Kent and Ashburton have directed the Trustees that the Trustees shall hold and shall at all times from and including the Commencement Date be deemed to have held the Trust Fund on the trusts set out in this Deed and subject to the terms and conditions hereinafter contained as the Trustee hereby acknowledges;

H. The Trustees have purchased the property described in the Second Schedule hereto out of the Trust Fund and hold the same upon the trusts declared in this Deed;

I. The benefit of the trusts herein declared shall enure for the Local Authorities who shall from time to time hold units in the

Trust Fund in the same manner and to the extent provided for in this Deed.

OPERATIVE PART

1.0 INTERPRETATION

The section headings herein are inserted for convenience only and do not define, limit, describe or affect scope, intention, construction or effect of any of the provisions herein contained.

2.0 DEFINITIONS

In this Deed and in any instrument or Agreement entered into, executed or issued hereunder where the context so admits:-

'accounting period' means (until otherwise decided by the Trustees pursuant to the provisions hereinafter contained) each period of 12 months ending on 30 June in each year PROVIDED THAT the period from Commencement Date until 30 June next occurring and the period commencing on 1 July next preceding the Vesting Date until the Vesting Date shall each be deemed to be an accounting period;

'Amending Deed' means a Deed dated the *Second* day of *October* 1981 made between the Original Trustees and the Trustees;

'beneficiary' means any Local Authority which from time to time holds units in the Trust Fund;

'Commencement Date' means the 17th day of February 1993;

'Headquarters' means the former headquarters of the Trustees being the property situate at 134 Adelaide Terrace, Perth, Western Australia;

'Local Authority' means any municipality as defined in Section 9(4) of the Local Government Act;

'Local Government Act' means the Local Government Act 1970 (as amended);

'relevant date' means:-

- (a) in the case of the issue of additional units in the Trust Fund the date upon which the Trustees determine to issue such units;
- (b) in the case of the payment or application of income means the last day of the relevant accounting period;

'Original Beneficiaries' means those Local Authorities listed in the Second Schedule of the Original Deed;

'Original Deed' means the Deed undated but stamped 12 February 1980 made between the Original Trustees and the Trustees;

'Original Trust' means the trust constituted by the Original Deed;

'Original Trustees' means Charles Wilson Tuckey of Post Office Box 99, Carnarvon, Businessman, Lyal Gordon Richardson of 46 River Road, Maddington, Accountant, Gordon Lawrence Kilpatrick of Post Office Box 25, Beverley, Farmer, Harry Strickland of 5 Cann Road, Attadale, Retired and Maxwell Ray Finlayson of 62 Killarney Street, Kalgoorlie, Retired;

'the Trust' means the Trust hereby established;

'Trustees' means the Local Government Association of Western Australia (Inc.) and the Country Shire Councils' Association of Western Australia (Inc.);

'the Trustees Act' means the Trustees Act 1962 (as amended).

'Trust Fund' means:-

- (a) the net proceeds of sale of the Headquarters and the balance of the Trust Fund constituted by the Original Deed

as at the date of termination of the Trust established pursuant to the Original Deed;

- (b) all other monies paid to and accepted by the Trustees on the issue of units pursuant to the terms hereof or otherwise paid to or received or held by the Trustees or held on the Trustees' behalf under the provisions hereof;
- (c) any accumulations of income hereinafter directed or empowered to be made;
- (d) the investments, property and money and all accretions and accumulations thereto from time to time paid to or received or held by or on behalf of the Trustees under the provisions hereof;

'Vesting Date' means the expiration of 79 years from the date of commencement of the Trust;

'Value' in relation to any real or personal property comprising the Trust Fund or any part thereof means:

- (a) in the case of the deposit of money the amount of such deposits; and
- (b) in the case of real property investments the most recent market value thereof assessed or determined by a licensed valuer appointed for that purpose by the Trustees given or made not more than 3 years prior to the relevant date or if such market value shall not have been assessed or determined as aforesaid within such 3 years then as given or made for the purpose of ascertaining the market value at the relevant date.

The singular includes the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and references to any Act or Ordinance shall be deemed to include every amendment thereto or re-inactment thereof and any Act or Ordinance inacted or made in lieu thereof.

3.0 DECLARATION OF TRUST

In consideration of the terms of this Deed the Trustees HEREBY DECLARE that they have at all times since the Commencement Date and shall henceforth stand possessed of the Trust Fund and the income thereof upon the trusts and with and subject to the duties rights powers authorities and discretions herein expressed or implied concerning the same.

4.0 THE UNITS

4.1 The beneficial interest in the Trust Fund shall be divided into units and shall be vested in the beneficiaries for the time being.

4.2 The Trustees shall maintain a Register of the beneficiaries from time to time of the Trust and the number of units which each beneficiary holds in the Trust Fund.

4.3 Any Local Authority which becomes a beneficiary of the Trust and registered as a holder of units in the Trust Fund shall be deemed to have agreed to become a party to this Deed and shall be entitled to the benefit and shall be bound by the terms and conditions herein expressed or implied.

4.4 Each unit shall entitle the beneficiary holding the same together with all other beneficiaries of the Trust to a beneficial interest in the Trust Fund as an entirety but subject thereto shall not entitle the beneficiary to any particular property comprised in the Trust Fund and no beneficiary shall be entitled to have transferred to it any property comprised in the Trust Fund save and except as hereinafter specifically provided.

4.5 The Trust Fund as originally constituted shall be divided into 582 units which shall be held by the beneficiaries whose names are set out in the First Schedule hereto and each of which shall hold the number of units set out adjacent to their names.

4.6 The units shall comprise one class and shall at all times be of equal value.

- 4.7 The Trustees shall have power from time to time to issue additional units in the Trust Fund and at a price determined in accordance with clause 5.0.
- 4.8 The Trustees shall not issue or offer any unit or invite any person or entity to subscribe for or purchase any unit other than a Local Authority or a regional council duly constituted under the Local Government Act.
- 4.9 Subject to clause 4.8 the Trustees shall have an absolute discretion as to the issue of additional units in the Trust Fund. Nothing in this Deed requires or shall be deemed to require the Trustees to refer to, or to advise, the existing beneficiaries before issuing additional units in the Trust Fund.
- 4.10 Where, as a result of a division of property in accordance with Section 13(2) of the Local Government Act, 2 or more Local Authorities would hold a fraction of a unit the number of units held by each Local Authority shall be rounded off and a cash apportionment made between them as follows:-
- (a) the smaller fraction or fractions shall be added to the larger or the largest and each of the relevant Local Authorities shall then be deemed to hold the number of resulting whole units in the Trust Fund;
 - (b) where the fractions resulting from a division of property under Section 13(2) are equal the Trustees, after consultation with the relevant Local Authorities, shall decide which fraction or fractions shall be added to which and the Trustees decision shall be final and binding;
 - (c) the Local Authority which acquires a fraction or fractions shall pay to the Trustees who in turn shall pay to the Local Authority or Authorities from which such fraction or fractions were acquired the value thereof ascertained in accordance with clause 5.2 of this Deed in the same manner as if units were being issued or sold.

5.0 PRICE OF UNITS

5.1 The price for units issued or sold by the Trustees shall be the sum arrived at by dividing the number of units in the Trust Fund at the relevant date into such sum as is ascertained and fixed by the Trustees as the value of the Trust Fund at the relevant date.

5.2 The value of the Trust Fund at the relevant date shall be the combined total of the value of the real and personal property comprised in the Trust Fund at that time and of the amount of all income, interest, distributions and dividends received, accrued or due and payable on the day prior to the relevant date less the amount of all monies owing by the Trust Fund whether due and payable or not.

6.0 STATEMENT OF VALUE

The Trustees' statement of the value of the Trust Fund or the price of a unit determined as provided in clause 5.0 hereof shall be final and binding on all parties.

7.0 VESTING IN TRUSTEES

7.1 Any investment in which the Trustees are authorised by this Deed to invest the Trust Fund shall be deemed to be vested in the Trustees when:

- (a) it has been registered in the name of the Trustees or their nominee; or
- (b) a transfer thereof (duly executed by the transferor and where necessary duly stamped) in favour of the Trustees or their nominee and certified as registerable or accompanied by appropriate certificates therefor and where necessary accompanied by the instrument of title relating thereto have been delivered to the Trustees.

7.2 Cash shall be deemed to be vested in the Trustees when paid to it or to the credit of a bank or building society account in their name.

8.0 DURATION AND TERMINATION OF THE TRUST

The Trust shall be deemed to have commenced on the Commencement Date and shall terminate on the Vesting Date.

9.0 VESTING

On the Vesting Date or as soon as practical thereafter the Trustees shall:

- (a) sell call in and convert the Trust Fund into money;
- (b) after payment of all debts and the discharge of all liabilities of the Trust Fund distribute the balance thereof (less all costs and disbursements commissions brokerage and other fees taxes expenses management charges solicitor's costs valuation fees claims demands and other outgoings debts or liabilities incurred or reasonably anticipated by the Trustees in the termination of the Trust) to the beneficiaries in proportion to the number of units in the Trust Fund respectively held by them at the Vesting Date.

10.0 INCOME OF THE TRUST FUND

10.1 The Trustees shall:

- (a) collect receive and get in all interest rents profits and other income of the Trust Fund;
- (b) pay out of the gross income of the Trust Fund all running expenses operating costs and all other costs and disbursements commissions brokerage and other fees taxes (including land tax and income tax) expenses management charges solicitors' costs valuation fees and other claims

demands outgoings debts and liabilities incurred in respect of the Trust Fund.

10.2 The Trustees may subject to any law in force at the time in relation to this Deed so permitting accumulate all or any part of the income arisen or arising during an accounting period and such accumulation shall be dealt with as an accretion to the Trust Fund but so that the Trustees may at any time or times resort to all such accumulations and pay or apply the whole or any part or parts thereof as if they were income of the Trust Fund for the then current accounting period.

10.3 Subject to Clause 10.2 the Trustees may at any time at their discretion pay the whole or part of the income of the Trust Fund for any accounting period to the beneficiaries in proportion to the number of units of which they are respectively registered as holders at the last day of such accounting period.

11.0 ADVANCEMENT OF CAPITAL

The Trustees may at any time and from time to time set aside from the capital of the Trust Fund or raise therefrom any sum or sums of money and pay the same to the beneficiaries in proportion to the number of units in respect of which they are respectively registered at the date of each such payment for their own use and benefit. The payment of any such sum or sums of capital may be made in the same manner and subject to the same provisions as contained in Clause 10.3 in relation to the payment application or setting aside of any income of the Trust Fund.

12.0 POWERS OF INVESTMENT AND MANAGEMENT

The Trustees shall apply and invest the Trust Fund in any of the investments from time to time authorised by law for the investment of trust funds by trustees and in addition to and without limiting the powers authorities and discretions vested in the Trustees by law and notwithstanding the trusts hereinbefore declared shall have the following powers authorities and discretions which may be exercised by the Trustees at any time and from time to time in the

absolute and uncontrolled discretion of the Trustees in carrying out the trusts hereof:

- (a) to invest the Trust Fund and deal with manage transpose and realise the Trust Fund or any part thereof whether real or personal property with such powers in all respects as if the Trustees were the absolute owner thereof;
- (b) to purchase or otherwise acquire any investments for cash or otherwise and upon any terms and conditions and to make any such purchase or acquisition for a sum greater than the amount of the Trust Fund for the time being and to agree to pay for any such investments wholly or in part from any future moneys which may come into the Trustees' hands including dividends profits interest or other income payable in respect of any such investments;
- (c) to sell or otherwise dispose of any real or personal property or interest therein for the time being forming the whole or part of the Trust Fund by public auction tender or private treaty at such price or prices and whether for cash or on terms and generally upon any terms and conditions and to grant options for such sale or disposition as aforesaid;
- (d)
 - (i) to borrow and raise moneys from; or
 - (ii) to secure by mortgage or otherwise howsoever the payment of or obligation to pay money to,

any person (including a beneficiary) upon any terms with or without security or interest;
- (e) to vary or transpose any investments and to vary the terms of or property comprised in any security;
- (f) to hold use purchase construct demolish maintain repair renovate reconstruct develop improve sell transfer convey surrender let lease exchange take and grant options or rights in alienate mortgage charge pledge reconvey release or discharge or otherwise deal with any real or personal

property PROVIDED THAT in the improvement or development of any part of the Trust Fund the Trustees shall not be bound by the limitation contained in Section 30(1)(c) of the Trustees Act and the Trustees shall not be bound to apply to any Court to exceed such limitation;

- (g) to pay out of the Trust Fund or the income thereof all costs charges and expenses of and incidental to the management of the Trust Fund or to the exercise of any power authority or discretion hereby or by law conferred on the Trustees or in carrying out or performing the trusts hereof which the Trustees may at any time incur including all taxes of whatever kind payable in respect of the Trust Fund and costs in any way connected with the preparation and execution of these presents;
- (h) to act as manager or to employ any persons (including a Trustee hereof or a unit holder) contractors managers solicitors accountants clerks workmen employees servants or agents to transact all or any business of whatever nature including the receipt and payment of money and to decide the remuneration to be allowed and paid and to pay all charges and expenses so incurred and to create or arrange any scheme or superannuation retirement benefit or pension for the benefit of any person so employed;
- (i) to partition or agree to the partition of or to subdivide or agree to the subdivision or strata title or agree to the strata-titling of any land or other property which or any interest in which may for the time being be subject to the trusts hereof and to pay any moneys by way of equality of partition;
- (j) to determine whether any real or personal property or any increase or decrease in amount number or value of any property or holdings of property or any profit loss receipt or payments from for or in connection with any real or personal property shall be treated as and credited or debited to capital or to income and generally to determine all matters as to which any doubt difficulty or question

may arise under or in relation to the execution of the trusts and powers of this Deed and every determination of the Trustees in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustees in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;

- (k) to open accounts with any bank or building society and to operate by and in all usual ways any such accounts;
- (l) to give effectual receipts and discharges for any moneys received by or on behalf of the Trustees or otherwise relating to any of the acts matters and things provided for in these presents;
- (m) to provide and set aside out of the Trust Fund or the income thereof such sum of money as the Trustees shall consider is available or necessary for and to pay or apply the same in or towards the discharge or reduction of any encumbrance debt or other liability for the time being affecting the Trust Fund or any part thereof;
- (n) to let sub-let lease or sub-lease for any period (and including to any beneficiary) and at any rental any real or personal property comprised in the Trust Fund upon any terms conditions or covenants;
- (o) to purchase take on lease sub-lease assignment hire or otherwise acquire any estate or interest in any real or personal property for any price premium rental charge payment fee or other consideration and subject to any terms conditions and covenants;
- (p) to take such action as the Trustees shall think fit for the adequate protection of any part of the Trust Fund and to do all such other things as may be incidental to the exercise of any of the powers authorities and discretions hereby or by law conferred on the Trustees;

- (q) to take and act upon the opinion (given in writing) of a solicitor an attorney at law or counsel practising in any country where the Trust Fund or any part thereof may for the time being be or be proposed to be invested in relation to the interpretation or effect of these presents or any other document or statute or as to the administration of the trusts hereof without being liable to any of the beneficiaries in respect of any act done by the Trustees in accordance with such opinion PROVIDED THAT nothing in this provision shall prohibit or impede the Trustees from applying to any Court if it shall think fit or prohibit any unit holder from so doing;
- (r) to allow any beneficiary to occupy have custody of or use any part of the Trust Fund on any terms or conditions as to inventories repair replacement insurance outgoings or otherwise but the Trustees shall not be liable for any loss or damage which may occur to any such part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the Trustees;
- (s) to permit any part of the Trust Fund to be held or registered in the name of any nominee of the Trustees and to deposit securities deeds and other documents belonging or related to the Trust Fund with any bank or solicitor;
- (t) in the event of any gift stamp or other duties fees or taxes becoming payable in any part of the world in respect of these presents or the Trust Fund or any part thereof in any circumstances to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trust Fund by legal process;
- (u) to receive and accept any real or personal property by gift inter vivos or by Will or under the provisions of any other trust or otherwise from any other person as additions to the Trust Fund and to hold the same upon the trusts herein

set forth and to administer such additions under the provisions hereof;

- (v) at any time and from time to time to ascertain and fix the value of the Trust Fund in accordance with the provisions herein contained and for that purpose to engage such competent valuers or experts as the Trustees may select and the Trustees may cause the value so ascertained and fixed to be entered from time to time in a book kept for that purpose;
- (w) to appoint any date earlier than the Vesting Date to be the Vesting Date;
- (x) during an accounting period to nominate any date not more than 18 months after the date of commencement of the then current accounting period as the last day of that accounting period and thereafter the accounting period shall mean each succeeding 12 month period commencing on the day following such nominated date until the anniversary of such nominated date immediately preceding the Vesting Date and the period thereafter until the Vesting Date.

13.0 DELEGATION OF TRUSTEE POWERS

The Trustees if at any time they are more than one shall act jointly and may delegate the exercise of all or any of the powers authorities or discretions hereby or by law conferred on the Trustees:-

- (a) to the Board of Management constituted by clause 14.0 of this Deed, or
- (b) to any other person or persons,

and execute any power of attorney or other instrument necessary to effectuate such purpose.

14.0 BOARD OF MANAGEMENT

14.1 The Board of Management shall comprise:-

- (i) the President and Deputy President from time to time of the Local Government Association of Western Australia (Inc.),
- (ii) the President and Deputy President from time to time of the Country Shire Councils' Association of Western Australia (Inc.), and
- (iii) the President from time to time of the Country Urban Councils' Association.

14.2 The Board of Management may at any time co-opt any other person or persons to attend any one or more of its meetings in a non-voting capacity.

15.0 PROCEEDINGS AT MEETINGS OF THE BOARD OF MANAGEMENT

15.1 The members of the Board of Management may meet:-

- (i) in person
- (ii) by telephone
- (iii) by audiovisual linkage, or
- (iv) by any other instantaneous communications medium for conferring.

15.2 Any member being unable to attend a meeting of the Board of Management by any of the means listed in clause 15.1 may appoint a Nominee in accordance with Clause 15.4 to attend in his place. A Nominee may only attend in person.

15.3 (a) The Nominee of the President and Deputy President of the Local Government Association of Western Australia (Inc) and The Country Shire Councils' Association of Western Australia (Inc) may be any person duly elected to the position of Councillor or Mayor of a Local Authority being a member of their respective Associations.

- (b) The Nominee of the Country Urban Councils' Association shall be a person duly elected to the position of Councillor or Mayor of a Local Authority being a member of the said Association.

15.4 An instrument appointing a Nominee:-

- (a) shall be in writing under the hand of the member;
- (b) shall only be effective in respect of the specific meeting to which it refers;
- (c) may specify the manner in which the Nominee shall vote in respect of a particular resolution and, where an instrument appointing a Nominee so provides, the Nominee is not entitled to vote on the resolution except as specified in the instrument;
- (d) may be in any form provided that:-
 - (i) it nominates the Nominee as the member's Nominee at the meeting to which it relates;
 - (ii) if the member requires the Nominee to vote for or against a particular resolution or resolutions, it shall so specify; and
 - (iii) it is signed by the member;
- (e) shall not be valid unless the instrument is deposited at the Head Office of the Western Australian Municipal Association or at such other place within the State as is specified for that purpose in the notice convening the meeting prior to the commencement of the meeting to which it relates.

15.5 A vote given in accordance with the terms of an instrument appointing a Nominee is valid notwithstanding the previous death or unsoundness of the mind of the member or the revocation of the instrument appointing the Nominee if no communication in writing of

the death or unsoundness of mind has been received by the Trustees before the commencement of the meeting or adjourned meeting at which the instrument is used.

- 15.6 (a) No business shall be transacted at any meeting of the Board of Management unless a quorum of members thereof is present. The number of members necessary to constitute a quorum is 5. For the purposes of determining whether a quorum is present persons attending as Nominees shall be deemed to be members of the Board of Management.
- (b) If a quorum is not present within 30 minutes after the time appointed for a meeting, the meeting shall be dissolved.
- 15.7 (a) A member shall be regarded as present at a meeting where the meeting is conducted by telephone, audivisual linkup or other instantaneous communications medium for conferring, if the member is able to hear, and to be heard by, all others attending the meeting.
- (b) A meeting conducted by telephone audivisual linkup or other instantaneous communications medium for conferring, shall be deemed to be held at the place agreed upon by the members attending that meeting, provided that at least one of the members present at the meeting was at such place for the duration of the meeting.
- (c) An original document, or a photocopy or facsimile copy thereof which is in the possession of or has been seen by all members attending the meeting prior to or at the time of that meeting shall be deemed to be a document tabled at that meeting.
- 15.8 (a) The members of the Board of Management shall elect one of their number as chairman of their meetings at the first meeting held after 30 June in each year. The chairman shall preside as chairman at every meeting.
- (b) Where the chairman has appointed a Nominee to attend the meeting in his place in his capacity as a member or not

having appointed a Nominee is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

15.9 The chairman may with the consent of the meeting, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15.10 (a) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Resolutions must be carried unanimously.

(b) Every person present at a meeting who is a member or the Nominee of a member has 1 vote.

16.0 ABSOLUTE DISCRETION OF TRUSTEES

Subject as herein otherwise provided the Trustees shall have the sole and absolute discretion in the exercise of all duties rights powers authorities and discretions appertaining to the Trust Fund and no beneficiary shall have any right with respect to the Trust Fund, to attend meetings of the Trustees or the Board of Management or save as expressly provided by this Deed to interfere with or question the exercise or non-exercise by the Trustees of the duties rights powers authorities or discretions of the Trustees in relation to the Trust Fund.

17.0 NON-APPLICATION OF SOME TRUSTEES ACT PROVISIONS

Sections 58 and 94 of the Act shall not apply hereto.

18.0 LIMITATION OF TRUSTEE'S LIABILITY

The Trustees shall not be personally liable for:

(a) any loss or damage occasioned by the exercise of any duty right power authority or discretion hereby or by law conferred on the Trustees or by failure to exercise any such duty right power authority or discretion or by any error or forgetfulness whether of law or of fact; or

(b) any breach of duty or trust whatsoever,

on the part of the Trustees or their legal or other advisers or generally unless it shall be proved to have been committed made or omitted in conscious fraudulent bad faith by the Trustees charged to be so liable. All Local Authorities claiming any beneficial interest in over or upon the Trust Fund shall be deemed to take the same with notice of and subject to the protection hereby conferred on the Trustees.

19.0 INDEMNIFICATION OF TRUSTEES

Without affecting anything hereinbefore contained the Trustees shall be entitled to be indemnified out of the Trust Fund against all liabilities incurred by the Trustees in the execution or attempted execution or as a consequence of the failure to exercise any of the rights duties powers authorities and discretions in relation to the Trust Fund or by virtue of being the Trustees hereof.

20.0 ACCOUNTS AND AUDIT

20.1 The Trustees shall keep a complete and accurate record of all receipts and expenditures on account of the Trust Fund.

20.2 Promptly after the close of each accounting period the Trustees shall prepare a written accounting report (prepared in accordance with normally accepted accounting procedures) for such accounting period consisting of a balance sheet and statement of income and expenditure details of any accumulation of income and a list of assets comprised in the Trust Fund at the close of such accounting period and a copy thereof shall in each year be furnished to the beneficiaries before the expiration of 6 months following the end of such accounting period.

20.3 The Trustees shall from time to time appoint an auditor to examine and ascertain the correctness of the accounts of the Trust Fund and to report thereon to the Board of Management once in each accounting period.

20.4 As soon as practicable after receiving the report referred to in Clause 20.3 the Board of Management shall give a copy thereof to the Trustees.

21.0 VARIATION OF TRUSTS

21.1 The Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed or deeds:

- (a) revoke add to or vary the trusts hereof;
- (b) declare any new or other trusts in relation to the trusts hereby limited or as limited from time to time; or
- (c) declare any new or other powers authorities or discretions concerning the management control or investment of the Trust Fund and the Trustees' powers discretions and authorities in relation thereto,

PROVIDED THAT such deed or deeds shall:

- (i) not infringe the rule against perpetuities;
- (ii) not be in favour of the Trustees or result in any benefit to the Trustees;
- (iii) not affect the beneficial entitlement to any amount paid divided applied or set aside for any beneficiary prior to the date thereof.

21.2 These presents shall not be capable of being revoked added to or varied otherwise than as expressly herein provided.

EXECUTED as a Deed.

FIRST SCHEDULE

<u>Name of Local Authority</u>	<u>Units</u>
City of Bayswater	10
City of Fremantle	10
City of Gosnells	10
City of Melville	10
City of Perth	10
City of Stirling	10
City of Wanneroo	10
Town of Albany	8
City of Armadale	8
City of Bunbury	8
City of Cockburn	8
City of Geraldton	8
Shire of Kalamunda	8
City of Nedlands	8
Town of Port Hedland	8
Shire of Swan	8
Town of Bassendean	7
Shire of Busselton	7
Shire of Carnarvon	7
Shire of Dalwallinu	7
Shire of Esperance	7
Shire of Gnowangerup	7
Shire of Harvey	7
City of Kalgoorlie-Boulder	7
Shire of Katanning	7
Town of Kwinana	7
City of Mandurah	7
Shire of Merredin	7
Shire of Mundaring	7
Town of Northam	7
City of Rockingham	7
Shire of Roebourne	7
City of Subiaco	7
Shire of Ashburton	7
Shire of Exmouth	6

Shire of Manjimup	6
Shire of Derby-West Kimberley	6
Shire of Albany	5
Shire of Augusta-Margaret River	5
Shire of Broome	5
Shire of Collie	5
Shire of Coolgardie	5
Shire of Dandaragan	5
Shire of Greenough	5
Shire of Kojonup	5
Shire of Lake Grace	5
Shire of Moora	5
Shire of Mullewa	5
Shire of Murray	5
Town of Narrogin	5
Shire of Northam	5
Shire of East Pilbara	5
Shire of Plantagenet	5
Shire of Wongan Ballidu	5
Shire of Boyup Brook	4
Shire of Bridgetown-Greenbushes	4
Shire of Bruce Rock	4
Shire of Carnamah	4
Shire of Corrigin	4
Shire of Cunderdin	4
Shire of Dardanup	4
Shire of Donnybrook-Balingup	4
Town of East Fremantle	4
Shire of Gingin	4
Shire of Kulin	4
Shire of Laverton	4
Town of Mosman Park	4
Shire of Mount Marshall	4
Shire of Narembeen	4
Shire of Northampton	4
Shire of Perenjori	4
Shire of Quairading	4
Shire of Three Springs	4
Shire of Wagin	4
Shire of Yilgarn	4

Shire of York	4
Shire of Kent	4
Shire of Beverley	3
Shire of Brookton	3
Shire of Capel	3
Shire of Chapman Valley	3
Shire of Coorow	3
Shire of Cranbrook	3
Shire of Denmark	3
Shire of Dowerin	3
Shire of Dumbleyung	3
Shire of Dundas	3
Shire of Goomalling	3
Shire of Irwin	3
Shire of Kellerberrin	3
Shire of Kondinin	3
Shire of Koorda	3
Shire of Leonora	3
Shire of Meekatharra	3
Shire of Mingenew	3
Shire of Morawa	3
Shire of Mukinbudin	3
Shire of Pingelly	3
Shire of Serpentine-Jarrahdale	3
Shire of Toodyay	3
Shire of Victoria Plains	3
Shire of Waroona	3
Shire of West Arthur	3
Shire of Wickpin	3
Shire of Williams	3
Shire of Wyalkatchem	3
Shire of Boddington	2
Shire of Broomehill	2
Shire of Chittering	2
Shire of Cuballing	2
Shire of Nungarin	2
Shire of Shark Bay	2
Shire of Tambellup	2
Shire of Tammin	2
Shire of Upper Gascoyne	2

Shire of Westonia	2
Shire of Woodanilling	2
Shire of Cue	1
Shire of Mt Magnet	1
Shire of Menzies	1
Shire of Murchison	1
Shire of Nannup	1
Shire of Narrogin	1
Shire of Peppermint Grove	1
Shire of Sandstone	1
Shire of Wandering	1
Shire of Yalgoo	1

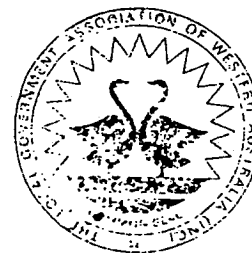
SECOND SCHEDULE

15-17 Altona Street, West Perth

being:-

Portion of each of Perth Town Lots H97 and H99 and being Lot 102 the subject of Diagram 67528 the whole of the land comprised in Certificate of Title Volume 1699 Folio 772

THE COMMON SEAL of THE LOCAL
GOVERNMENT ASSOCIATION OF
WESTERN AUSTRALIA (INC) is
hereunto affixed in the
presence of:



P. Morris

President

John Doe

Executive Director

THE COMMON SEAL of THE COUNTRY
SHIRE COUNCILS' ASSOCIATION OF
WESTERN AUSTRALIA (INC) is
hereunto affixed in the
presence of:



John Doe

President

John Doe

Executive Director

**THE LOCAL GOVERNMENT ASSOCIATION OF
WESTERN AUSTRALIA and THE COUNTRY SHIRE
COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA**

AND

**WESTERN AUSTRALIAN LOCAL GOVERNMENT
ASSOCIATION**

DEED OF APPOINTMENT

MINTER ELLISON
Lawyers
Level 49, Central Park
152-158 St George's Terrace
PERTH WA 6000
Telephone (08) 9429 7444
Facsimile (08) 9429 7666
Reference SJF:AJP 60-1053509

10/10/93
EXEMPT from W.A. Stamp Duty
10/10/93
DEED OF APPOINTMENT

DEED OF APPOINTMENT dated

5th

JUNE

for Commissioner of State Revenue

2002

BETWEEN THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA both of 15 Altona Street, West Perth, Western Australia ('the Retiring Trustees')

AND WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION of 15 Altona Street, West Perth, Western Australia ('the New Trustee')

RECITALS

- REC-00 012 0/0 0/0
WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION
DEC 11/00/12 0/0 0/0 0/0 0/0 0/0
REC 1 00000000000000000000
DO 1 00000000000000000000
00000000000000000000*
- A. By Deed of Trust undated but stamped 12 February 1980 ('the Original Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON ('the Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed ('the Original Beneficiaries') upon the terms and conditions therein contained ('the Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retiring Trustees the Original Trustees retired and appointed the Retiring Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 ('the New Deed') the Retiring Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) amended the terms of the Original Deed and it was thereby agreed that the proceeds from the sale of the Headquarters and the Trust Fund

and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Trust Deed ('the Trust').

- D. By Deed of Variation dated *5th June* 2002 ('the Deed of Variation') the Retiring Trustees amended the New Deed to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. The Retiring Trustees pursuant to Clause 22 of the New Deed desire to be discharged from the trusts and powers reposed in and conferred on them by the New Deed as the Retiring Trustees do hereby declare.
- F. The Retiring Trustees are desirous of appointing the New Trustee as trustee of the Trust in the place of the Retiring Trustees.

OPERATIVE PART

1. The Retiring Trustees hereby resign as trustees of the Trust.
2. The Retiring Trustees in exercise of the power given to the Retiring Trustees by Clause 22 of the New Deed do hereby appoint the New Trustee as trustee of the Trust to act in the execution of the trusts thereof in place of the Retiring Trustees.
3. The Retiring Trustees hereby declare that the estate and interest of the Retiring Trustees in the property the subject of the Trust shall vest in the New Trustee upon the trusts and subject to the powers and provisions contained in the New Deed as amended by the Deed of Variation.

EXECUTED as a Deed

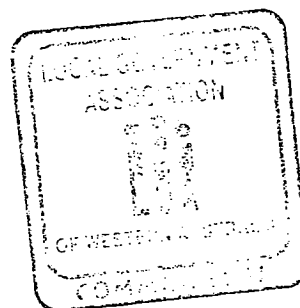
The Common Seal of The Local
Government Association of Western
Australia is hereunto affixed in the
presence of: .

[Signature]

President

[Signature]

Executive Director



The Common Seal of The Country
Shire Councils' Association of Western
Australia is hereunto affixed in the
presence of:

[Signature]

President

[Signature]

Executive Director



The Common Seal of the Western
Australian Local Government
Association is hereunto affixed in the
presence of:

[Signature]

President

[Signature]

Executive Director



**THE LOCAL GOVERNMENT ASSOCIATION OF
WESTERN AUSTRALIA and THE COUNTRY SHIRE
COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA**

DEED OF VARIATION

MINTER ELLISON
Lawyers
Level 49, Central Park
152-158 St George's Terrace
PERTH WA 6000
Telephone (08) 9429 7444
Facsimile (08) 9429 7666
Reference SJF:AJP 60-1053509

DEED OF VARIATION

for Commissioner of State Revenue

DEED OF VARIATION dated 5th June

2002

BY THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA both of 15 Altona Street, West Perth, Western Australia ('the Trustees')

RECITALS

ABN 66 012 878 629
 WESTERN AUSTRALIA STAMP DUTY
 DEE 05/06/02 12:15 001860740-001
 FEE \$ *****0
 SD \$ *****.00 PEN *****.00
 EXEMPT (10) %

- A By Deed of Trust undated but stamped 12 February 1980 ('the Original Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON ('the Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS ASSOCIATION the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed ('the Original Beneficiaries') upon the terms and conditions therein contained ('the Original Trust').
- B By Deed dated 2 October 1981 made between the Original Trustees and the Trustees the Original Trustees retired and appointed the Trustees as the trustees of the Original Trust in their place.
- C By Deed dated 4 May 1994 ('the New Deed') the Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) amended the terms of the Original Deed and it was thereby agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Trust Deed ('the Trust').

- D The New Deed confirmed that the Shires of Kent and Ashburton had inadvertently been omitted as beneficiaries from the Original Deed and that the beneficiaries of the Trust were the beneficiaries named in the New Deed ('the Beneficiaries').
- E Clause 21.1 of the New Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the New Deed or declare (inter alia) any new or other powers authorities or discretions concerning the management control or investment of the Trust Fund upon the terms contained therein.
- F The Trustees wish to add to and vary the New Deed upon the terms set out hereunder.
- G More than 75% of the Beneficiaries have consented in writing to the amendments to the New Deed and the records relating to this consent will be placed with the original of this Deed of Variation.

OPERATIVE PART

- 1. The Trustees in exercise of the power given to the Trustees by clause 21.1 of the New Deed and with the consent of more than 75% of the Beneficiaries hereby add to and vary the New Deed and declare the following new powers in respect of the management of the Trust Fund as follows:
 - (a) add the following definitions to Clause 2.0:
 - "Association" means the WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION;
 - "Country Constituency" means the Local Governments that are members of the Association and are situated within the geographical area of the State of Western Australia outside the Metropolitan Region Planning Scheme.
 - "Metropolitan Constituency" means the Local Governments that are members of the Association and are situated within the geographical area of the State of Western Australia within the Metropolitan Region Planning Scheme;

"State Councillor" means a member on the State Council of the Association elected or appointed by the Country Constituency or the Metropolitan Constituency.

- (b) delete Clause 14.1 and substitute a new Clause 14.1 as follows:

14.1 The Board of Management shall comprise:

- (i) the President and Deputy President of the Association;
- (ii) a State Councillor from the Country Constituency;
- (iii) a State Councillor from the Metropolitan Constituency;
- (iv) a representative from the beneficiaries in the Country Constituency;
- (v) a representative from the beneficiaries in the Metropolitan Constituency; and
- (vi) the Chief Executive Officer of the Association.

- (c) delete Clause 15.3 and substitute a new Clause 15.3 as follows:

- 15.3 (a) The Nominee of the President and Deputy President of the Association may be any person duly elected to the position of State Councillor who is also a councillor, mayor or president of a Local Government being a member of the Association.
- (b) The Nominee of a State Councillor of the Metropolitan Constituency and the Country Constituency may be any person duly elected to the position of State Councillor who is also a councillor, mayor or president of a Local Government being a member of the Association.
- (c) The Nominee of a representative from the beneficiaries in the Country Constituency may be any person who is an elected member or serving officer of a Local Government which is a beneficiary and a member of the Association.

(d) The Nominee of a representative from the beneficiaries in the Metropolitan Constituency may be any person who is an elected member or serving officer of a Local Government which is a beneficiary and a member of the Association.

(e) The Nominee of the Chief Executive Officer may be any person who is a senior employee of the Association.

(d) delete Clause 15.4(e) and substitute a new Clause 15.4(e) as follows:

15.4(e) shall not be valid unless the instrument is deposited at the Head Office of the Association or at such other place within the State as is specified for that purpose in the notice convening the meeting prior to the commencement of the meeting to which it relates.

(e) delete Clause 15.6 and substitute a new Clause 15.6 as follows:

15.6 No business shall be transacted at any meeting of the Board of Management unless there is a quorum. The number of members necessary to constitute a quorum shall be the number which is one half of the members eligible to vote in accordance with Clause 15.10(b) plus one. For the purposes of determining whether a quorum is present persons attending as Nominees shall be deemed to be members of the Board of Management.

(f) delete Clause 15.10(a) and substitute a new Clause 15.10(a) as follows:

15.10(a) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Resolutions must be carried by an absolute majority.

- (g) add a new Clause 22 as follows:

22. RETIREMENT AND APPOINTMENT OF TRUSTEES

22.1 Any trustee of the Trust may retire as trustee of the Trust. The right to appoint any new or additional trustee or trustees of the Trust is hereby vested in the retiring or continuing trustee. A corporation or incorporated association may be appointed as trustee of the Trust.

22.2 Where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee notwithstanding that the original number of trustees of the Trust was five.

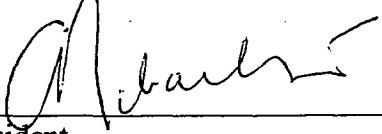
- (h) that from the proclamation of the Local Government Act 1995:

- (i) the references in the New Deed to Local Government Act means the Local Government Act 1995 as amended;
- (ii) the references in the New Deed to 'Local Authority' means 'Local Government' as defined in Section 1.4 of the Local Government Act; and
- (iii) the references in the New Deed to Section 13(2) of the Local Government Act means Section 2.1 and Schedule 2.1 of the Local Government Act.

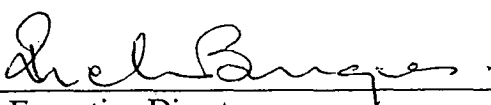
2. This Deed of Variation has effect from the date hereof.

EXECUTED as a Deed

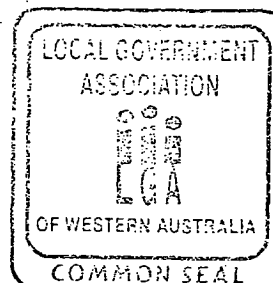
The Common Seal of The Local
Government Association of Western
Australia is hereunto affixed in the
presence of:)



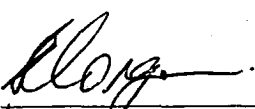
President



Executive Director



The Common Seal of The Country
Shire Councils' Association of Western
Australia is hereunto affixed in the
presence of:



President



Executive Director



Local Government House – Deed of Trust Deed

First Schedule – as at 1 March 2002

Register of the Beneficiaries and Number of Units each beneficiary holds within the Local Government House Trust

Names of Local Authority

Units

City of Albany	13
City of Perth	10
City of Bayswater	10
City of Fremantle	10
City of Gosnells	10
City of Melville	10
City of Belmont	10
City of Stirling	10
City of South Perth	10
City of Armadale	8
City of Bunbury	8
City of Cockburn	8
City of Geraldton	8
Shire of Kalamunda	8
City of Nedlands	8
Town of Port Hedland	8
City of Swan	8
Shire of Ashburton	7
Town of Bassendean	7
Shire of Busselton	7
Shire of Carnarvon	7
Shire of Dalwallinu	7
Shire of Esperance	7
Shire of Harvey	7
City of Kalgoorlie-Boulder	7
Shire of Katanning	7
Town of Kwinana	7
City of Mandurah	7
Shire of Merredin	7
Shire of Mundaring	7
Town of Northam	7
City of Rockingham	7
Shire of Roebourne	7
City of Subiaco	7
Town of Cottesloe	6
Shire of Derby-West Kimberley	6
Shire of Exmouth	6
Shire of Manjimup	6
Shire of Augusta-Margaret River	5
Shire of Broome	5

Shire of Collie	5
Shire of Coolgardie	5
Shire of Dandaragan	5
Shire of East Pilbara	5
Shire of Greenough	5
City of Joondalup	5
Shire of Kojonup	5
Shire of Lake Grace	5
Shire of Moora	5
Shire of Mullewa	5
Shire of Murray	5
Town of Narrogin	5
Shire of Northam	5
Shire of Plantagenet	5
City of Wanneroo	5
Shire of Wongan-Ballidu	5
Shire of Boyup Brook	4
Shire of Bridgetown-Greenbushes	4
Shire of Bruce Rock	4
Shire of Carnamah	4
Shire of Corrigin	4
Shire of Cunderdin	4
Shire of Dardanup	4
Shire of Donnybrook-Balingup	4
Town of East Fremantle	4
Shire of Gingin	4
Shire of Gnowangerup	4
Shire of Kent	4
Shire of Kulin	4
Shire of Laverton	4
Town of Mosman Park	4
Shire of Mount Marshall	4
Shire of Narembeen	4
Shire of Northampton	4
Shire of Perenjori	4
Shire of Quariading	4
Shire of Three Springs	4
Shire of Wagin	4
Shire of Yilgarin	4
Shire of York	4
Shire of Beverley	3
Shire of Brookton	3
Shire of Capel	3
Shire of Chapman Valley	3
Shire of Coorow	3
Shire of Cranbrook	3
Shire of Denmark	3
Shire of Dowerin	3
Shire of Dumbleyung	3
Shire of Dundas	3
Shire of Goomalling	3

Shire of Irwin	3
Shire of Jerramungup	3
Shire of Kellerberrin	3
Shire of Kondinin	3
Shire of Koorda	3
Shire of Leonora	3
Shire of Meekatharra	3
Shire of Mningenew	3
Shire of Morawa	3
Shire of Mukinbudin	3
Shire of Pinjelly	3
Shire of Serpentine-Jarrahdale	3
Shire of Toodyay	3
Shire of Trayning	3
Shire of Victoria Plains	3
Shire of Waroona	3
Shire of West Arthur	3
Shire of Wickepin	3
Shire of Williams	3
Shire of Wyalkatchem	3
Shire of Boddington	2
Shire of Broomehill	2
Town of Cambridge	2
Shire of Chittering	2
Shire of Cuballing	2
Shire of Ngaanyatajaraku	2
Shire of Nungarin	2
Shire of Shark Bay	2
Shire of Tambellup	2
Shire of Tammin	2
Shire of Upper Gascoyne	2
Town of Vincent	2
Town of Victoria Park	2
Shire of Westonia	2
Shire of Woodanilling	2
Shire of Cue	1
Shire of Mt Magnet	1
Shire of Menzies	1
Shire of Murchison	1
Shire of Nannup	1
Shire of Narrogin	1
Shire of Peppermint Grove	1
Shire of Sandstone	1
Shire of Wandering	1
Shire of Wiluna	1
Shire of Yalgoo	1
Total as at 1 March 2002	620

Non-Equity Holders : Rent Paying Councils

Town of Claremont	98/99 Payment: \$244.00
Shire of Halls Creek	98/99 Payment: \$146.00

137

4

133

137

City of Canning
Shire of Ravensthorpe
Shire of Wyndham-East Kimberley
Shire of Coco's (Keeling) Islands
Shire of Christmas Island

98/99 Payment: \$488.00
98/99 Payment: \$146.00
98/99 Payment: \$342.00
98/99 \$NIL
98/99 \$NIL

7
—
144

133
7
—
140

Local Government House - Deed of Trust Deed

First Schedule - as at 1 March 2002

Register of the Beneficiaries and Number of Units each beneficiary holds within the
Local Government House Trust

2004
3,659,146
\$5287.33

2007 2006 2005

Names of Local Authority	Units	2007	2006	2005
✓ Albany City	13	14,114,829	3,210,607	3,916,424
✓ Armadale City	8	\$22365.85	\$11636.01	\$6316.81
✓ Ashburton Shire	7	2008.		2009
✓ Augusta-Margaret River Shire	5	14,407,201		14,728,003
✓ Bassendean Town	7	\$23,237.49		\$23,754.84
✓ Bayswater City	10			
✓ Belmont City	10			
✓ Beverley Shire	3			
✓ Boddington Shire	2			
✓ Boyup Brook Shire	4			
✓ Bridgetown- Greenbushes Shire	4			
✓ Brookton Shire	3			
✓ Broome Shire	5			
✓ Broomehill Shire	2			
✓ Bruce Rock Shire	4			
✓ Bunbury City	8			
✓ Busselton Shire	7			
✓ Cambridge Town	2			
✓ Capel Shire	3			
✓ Carnamah Shire	4			
✓ Carnarvon Shire	7			
✓ Chapman Valley Shire	3			
✓ Chittering Shire	2			
✓ Cockburn City	8			
✓ Collie Shire	5			
✓ Coolgardie Shire	5			
✓ Coorow Shire	3			
✓ Corrigin Shire	4			
✓ Cottlesloe Town	6			
✓ Cranbrook Shire	3			
✓ Cuballing Shire	2			
✓ Cue Shire	1			
✓ Cunderdin Shire	4			
✓ Dalwallinu Shire	7			
✓ Dandaragan Shire	5			
✓ Dardanup Shire	4			
✓ Denmark Shire	3			
✓ Derby-West Kimberley Shire	6			
✓ Donnybrook-Balingup Shire	4			
✓ Dowerin Shire	3			
✓ Dumbleyung Shire	3			
✓ Dundas Shire	3			

✓ East Fremantle Town	4
✓ East Pilbara Shire	5
✓ Esperance Shire	7
✓ Exmouth Shire	6
✓ Fremantle City	10
✓ Geraldton City - <i>Geraldton City</i>	13 8
✓ Gingin Shire	4
✓ Gnowangerup Shire	4
✓ Goomalling Shire	3
✓ Gosnells City	10
✓ Greenough Shire <i>To City of Perth - Greenough</i>	5
✓ Harvey Shire	7
✓ Irwin Shire	3
✓ Jerramungup Shire	3
✓ Joondalup City	5
✓ Kalamunda Shire	8
✓ Kalgoorlie-Boulder City	7
✓ Katanning Shire	7
✓ Kellerberrin Shire	3
✓ Kent Shire	4
✓ Kojonup Shire	5
✓ Kondinin Shire	3
✓ Koorda Shire	3
✓ Kulin Shire	4
✓ Kwinana Town	7
✓ Lake Grace Shire	5
✓ Laverton Shire	4
✓ Leonora Shire	3
✓ Mandurah City	7
✓ Manjimup Shire	6
✓ Meekatharra Shire	3
✓ Melville City	10
✓ Menzies Shire	1
✓ Merredin Shire	7
✓ Mingenew Shire	3
✓ Moora Shire	5
✓ Morawa Shire	3
✓ Mosman Park Town	4
✓ Mount Marshall Shire	4
✓ Mt Magnet Shire	1
✓ Mukinbudin Shire	3
✓ Mullewa Shire	5
✓ Mundaring Shire	7
✓ Murchison Shire	1
✓ Murray Shire	5
✓ Nannup Shire	1
✓ Narembeen Shire	4
✓ Narrogin Town	5
✓ Narrogin Town <i>City</i>	1
✓ Nedlands City	8

✓ Ngaanyatarraku Shire	2
✓ Northam Shire	12 5
✓ Northam Town <i>to Northam Shire</i>	7
✓ Northampton Shire	4
✓ Nungarin Shire	2
✓ Peppermint Grove Shire	1
✓ Perenjori Shire	4
✓ Perth City	10
✓ Pinjelly Shire	3
✓ Plantagenet Shire	5
✓ Port Hedland Town	8
✓ Quairading Shire	4
✓ Rockingham City	7
✓ Roebourne Shire	7
✓ Sandstone Shire	1
✓ Serpentine-Jarrahdale Shire	3
✓ Shark Bay Shire	2
✓ South Perth City	10
✓ Stirling City	10
✓ Subiaco City	7
✓ Swan City	8
✓ Tambellup Shire	2
✓ Tammin Shire	2
✓ Three Springs Shire	4
✓ Toodyay Shire	3
✓ Trayning Shire	3
✓ Upper Gascoyne Shire	2
✓ Victoria Park Town	2
✓ Victoria Plains	3
✓ Vincent Town	2
✓ Wagin Shire	4
✓ Wandering Shire	1
✓ Wanneroo City	5
✓ Waroona Shire	3
✓ West Arthur Shire	3
✓ Westonia Shire	2
✓ Wickepin Shire	3
✓ Williams Shire	3
✓ Wiluna Shire	1
✓ Wongan-Ballidu Shire	5
✓ Woodanilling Shire	2
✓ Wyalkatchem Shire	3
✓ Yalgoo Shire	1
✓ Yilgarin Shire	4
✓ York Shire	4
Total as at 1 March 2002	620

**THE LOCAL GOVERNMENT ASSOCIATION OF
WESTERN AUSTRALIA and THE COUNTRY SHIRE
COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA**

AND

**WESTERN AUSTRALIAN LOCAL GOVERNMENT
ASSOCIATION**

DEED OF APPOINTMENT

MINTER ELLISON
Lawyers
Level 49, Central Park
152-158 St George's Terrace
PERTH WA 6000
Telephone (08) 9429 7444
Facsimile (08) 9429 7666
Reference SJF:AJP 60-1053509

116 of 193
EXEMPT from W.A. Stamp Duty
DEED OF APPOINTMENT

DEED OF APPOINTMENT dated 5th June 2002 for Commissioner of State Revenue

BETWEEN THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA both of 15 Altona Street, West Perth, Western Australia ('the Retiring Trustees')

AND WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION of 15 Altona Street, West Perth, Western Australia ('the New Trustee')

RECITALS

- A. By Deed of Trust undated but stamped 12 February 1980 ('the Original Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON ('the Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed ('the Original Beneficiaries') upon the terms and conditions therein contained ('the Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retiring Trustees the Original Trustees retired and appointed the Retiring Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 ('the New Deed') the Retiring Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) amended the terms of the Original Deed and it was thereby agreed that the proceeds from the sale of the Headquarters and the Trust Fund

and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Trust Deed ('the Trust').

- D. By Deed of Variation dated *5th June* 2002 ('the Deed of Variation') the Retiring Trustees amended the New Deed to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. The Retiring Trustees pursuant to Clause 22 of the New Deed desire to be discharged from the trusts and powers reposed in and conferred on them by the New Deed as the Retiring Trustees do hereby declare.
- F. The Retiring Trustees are desirous of appointing the New Trustee as trustee of the Trust in the place of the Retiring Trustees.

OPERATIVE PART

1. The Retiring Trustees hereby resign as trustees of the Trust.
2. The Retiring Trustees in exercise of the power given to the Retiring Trustees by Clause 22 of the New Deed do hereby appoint the New Trustee as trustee of the Trust to act in the execution of the trusts thereof in place of the Retiring Trustees.
3. The Retiring Trustees hereby declare that the estate and interest of the Retiring Trustees in the property the subject of the Trust shall vest in the New Trustee upon the trusts and subject to the powers and provisions contained in the New Deed as amended by the Deed of Variation.

EXECUTED as a Deed

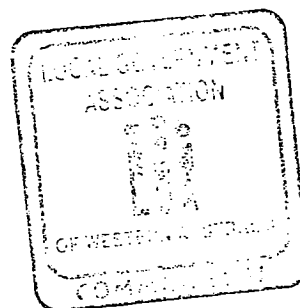
The Common Seal of The Local
Government Association of Western
Australia is hereunto affixed in the
presence of: .

[Signature]

President

[Signature]

Executive Director



The Common Seal of The Country
Shire Councils' Association of Western
Australia is hereunto affixed in the
presence of:

[Signature]

President

[Signature]

Executive Director



The Common Seal of the Western
Australian Local Government
Association is hereunto affixed in the
presence of:

[Signature]

President

[Signature]

Executive Director



DEED OF VARIATION

LOCAL GOVERNMENT HOUSE TRUST



LAW

PERTH

11 Mounts Bay Road, Perth WA 6000

Telephone (08) 9429 2222 Facsimile: (08) 9429 2434

eylawperth@au.ey.com www.ey.com

Our Ref: 4WAL / 2004 7043

THIS DEED dated the

day of

2019

BY

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION of Level 1, 170 Railway Parade, West Leederville in the State of Western Australia (the 'Trustee')

RECITALS

- A. By Deed of Trust undated but stamped 12 February 1980 ('Original Trust Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON (the 'Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION (the 'Retired Trustees') the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed upon the terms and conditions therein contained (the 'Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retired Trustees the Original Trustees retired and appointed the Retired Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 (the 'New Deed') the Retired Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Deed (the 'Trust').
- D. By Deed of Variation dated 5 June 2002 the Retired Trustees varied the New Deed (collectively, the 'Trust Deed') to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. By Deed dated 6 June 2002 made between the Retired Trustees and the Trustee, the Retired Trustees retired and appointed the Trustee as the trustee of the Trust.
- F. Clause 21.1 of the Trust Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the Trust Deed or declare (inter alia) any new or other powers, authorities or discretions concerning the management, control or investment of the Trust Fund upon the terms contained therein.
- G. The Trustee wishes to add to and vary the Trust Deed and declare (inter alia) new or other powers, authorities and discretions concerning the management, control or investment of the Trust Fund in accordance with the terms of this Deed.
- H. More than 75% of the Beneficiaries have consented in writing to the variations to the New Deed and the records relating to this consent will be placed with the original of this Deed.

NOW THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context otherwise requires:

- 1.1 a word importing the singular includes the plural and vice versa, and a word of any gender includes other genders;
- 1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.3 a reference to a clause, paragraph, recital, schedule or annexure is to a clause, paragraph or recital of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- 1.4 a reference to a document or instrument includes the document or instrument as varied, novated, altered, supplemented or replaced from time to time;
- 1.5 a reference to a person includes a natural person, the estate of an individual, a partnership, body corporate, the trustee of a trust (in the trustee's capacity as trustee of the trust), association, governmental or local authority or agency or other entity;
- 1.6 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.7 the meaning of general words is not limited by specific examples introduced by 'including, for example' or similar expressions;
- 1.8 Recitals A to H inclusive form part of and are included in this Deed;
- 1.9 headings are for ease of reference and do not affect interpretation;
- 1.10 'Deed' means this deed;
- 1.11 unless specified otherwise, terms which are defined in the Trust Deed and used in this Deed bear the same meanings in this Deed which are ascribed to them in the Trust Deed; and
- 1.12 in the event of any inconsistency between the provisions of the Trust Deed and the provisions of this Deed, the provisions of this Deed will prevail.

2. OPERATIVE PART

The Trustee in exercise of the power given to the Trustee by clause 21.1 of the Trust Deed and with the consent of more than 75% of the Beneficiaries hereby adds to and varies the Trust Deed and declares (inter alia) the following new or other powers authorities and discretions concerning the management, control or investment of the Trust Fund as follows:

- 2.1 delete the word "The" appearing after the words "Any trustee of the Trust may retire as trustee of the Trust." in the existing clause 22.1 and replace it with the words "Subject to clause 22.3, the";

2.2 insert after clause 22.2 the following:

“22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.

22.4 The Beneficiaries may at any time by Special Resolution:

- (a) remove a Trustee from the office as trustee of the Trust; and
- (b) appoint such new or additional Trustee.

For the purposes of this clause 22.4, “Special Resolution” means a resolution passed or decision made by not less than 75% of the Beneficiaries.”

2.3 insert a new clause 13A as follows:

“13A **DELEGATION TO THE BOARD OF MANAGEMENT**

Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.”

3. **SEVERABILITY**

3.1 If any provision of this Deed is found by a competent authority (including without limitation a Court) to be void or unenforceable, then such finding shall not affect the other provisions of this Deed.

3.2 If making a subsequent amendment to this Deed avoids any invalidity or unenforceability of any provision of this Deed, the parties may elect to make that amendment, which shall be deemed for all purposes to be effective immediately prior to the occurrence of that invalidity or unenforceability.

4. **FURTHER ASSURANCES**

All parties shall make, execute and do all acts, deeds, documents and things and sign all documents which may reasonably be required to give full effect to this Deed, and the Trustee shall bear the costs of observing, performing and complying with this clause.

5. **COSTS**

The Trustee shall bear and pay the costs of and incidental to the preparation, execution and stamping of this Deed.

6. **RATIFICATION AND CONFIRMATION**

In all other respects the terms of the Trust Deed are hereby ratified and confirmed.

7. PROPER LAW

This Deed shall be governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of the State of Western Australia.

EXECUTED as a Deed

THE COMMON SEAL of WESTERN)
 AUSTRALIAN LOCAL GOVERNMENT)
 ASSOCIATION is hereunto affixed in the)
 presence of:)

 Signature of President

 Signature of Chief Executive Officer

 Name of President

 Name of Chief Executive Officer

Local Government House Trust Update

JANUARY 2020

BACKGROUND

The Local Government House Trust ("the Trust") is a unit trust, created back in 1980 for the purpose of providing building accommodation to the Western Australian Local Government Association (WALGA).

Under the current Trust Deed, 132 Local Governments contributed to create a Trust comprising of 620 units. Units are of equal value and are revalued annually once the audited Financial Report is adopted by the Board of Management at its November meeting.

Since January 2014, the Trust has provided WALGA with accommodation at the ONE70 building, located at 170 Railway Parade West Leederville.

The building fulfils an essential requirement to provide suitable accommodation for the Association and its staff, while representing a long-term investment opportunity through rental income and long term capital growth. The building includes meeting rooms which are used extensively for training courses provided to Elected Members and Local Government Officers, meetings of State Council, its committees and numerous policy groups and committees. Meeting rooms are also available for use by Members.

The building consists of four levels of quality office space. WALGA leases level one, enabling WALGA employees to be housed on a single floor. Three levels are available to third party tenants with additional rental space on the ground floor occupied by an all-day childcare and café. Underground building car parking ensures sufficient parking for visitors. The energy efficient building utilises solar power generation from PVC Units and carries a 5 Star Green Star rating. It has also achieved an indicative five star NABERS rating for energy and water.

The Trust has 60% ownership of the ONE70 building, through its investment in a joint venture with Qube Property.

The Joint Venture agreement ends in 2024, with the Trust having the option of purchasing the building outright.

Cash growth outlined in the chart to the right allows for repayment of building loan debt. The projected cash reserves assumes the expected renewal of the fourth floor tenants beyond August 2020. The next major lease breakpoint is for levels two and three, when Marsh/LGIS has a lease breakpoint in 2024.

HIGHLIGHTS FROM 2018/19

- Building remained fully tenanted, which is a good result in the local commercial property market.
- Building is fully occupied with a weighted average lease expiry (WALE) of 5.3 years at 30 June 2019.
- Trust's own cash reserves grew to \$2.0 million at 30 June 2019.
- Building loan debt held by the Joint Venture reduced to \$26.2 million at 30 June 2019 (Trust's 60% share of the loan being \$15.7 million).
- Borrowing interest rates remained low.

BUILDING VALUATION

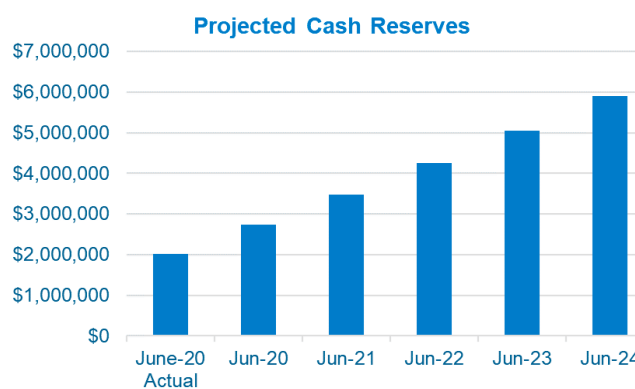
The most recent independent valuation at 30 June 2019 valued the property at \$49.5 million which reflects contracted future lease income. This compares favourably against the cost of land and buildings of \$43.4 million and current net book value of \$36.5 million.

FUTURE OUTLOOK

The positive impact of record low interest rates on loan borrowings is anticipated to drive a good result in 2019/20. However, interest rate savings will be absorbed by a reduction in lease income from 2020/21, as a 2020 lease expiry is expected to be extended in a market less favourable than five years ago. With full tenancy and low rates on loan borrowings, the outlook for the Local Government House Trust remains positive.

The Trust's own cash reserves are projected to continue growing. Strategically this will place the Trust in a position to consider the outright purchase of 170 Railway Parade in 2024. Profits however tend to be relatively modest due to the impact of building depreciation which is an accounting entry and does not necessarily reflect the diminution in building value.

Projections for the Trust's own cash reserves are shown below.



Local Government House Trust Update

JANUARY 2020 (CONTINUED)

HOUSE TRUST UNIT VALUE

The unit value as at 30 June 2019 is \$17,805 based upon Net Assets of \$11,039,266 / 620 units.

Unit values follow the movement of the Trust's Net Assets. Included within the Trust's Net Assets are the Trust's 60% share of assets and liabilities held in the Joint Venture established to own and manage the building.

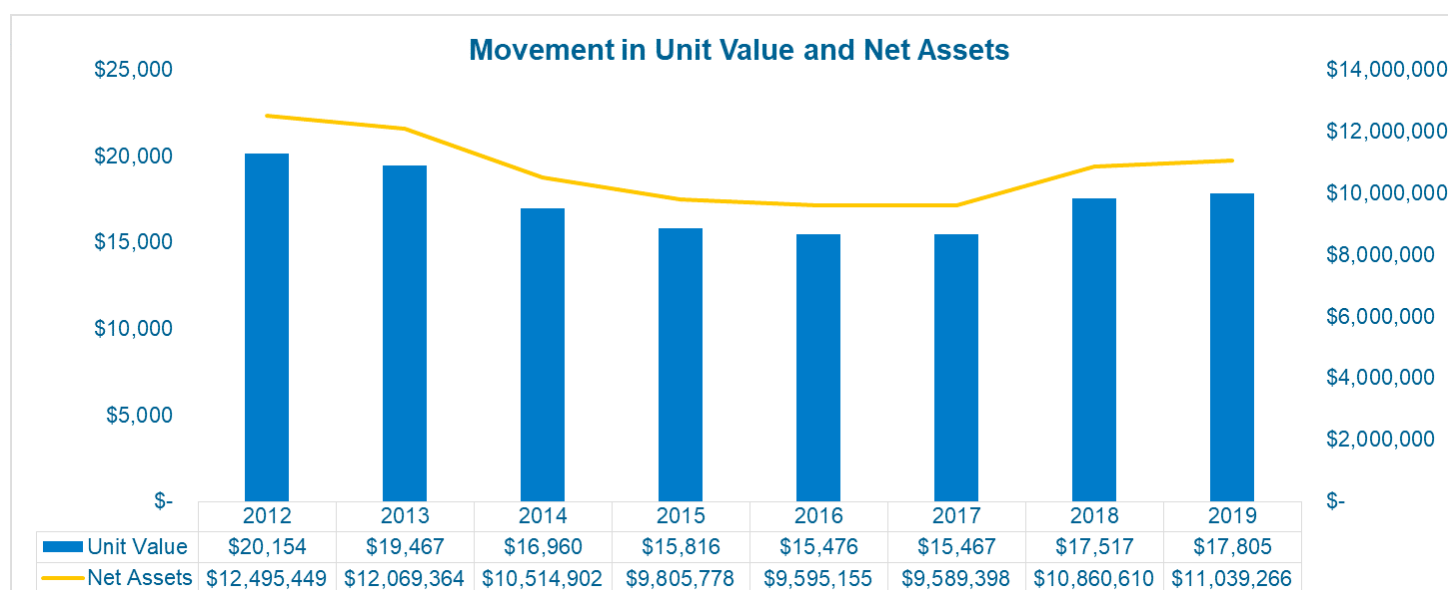
Unit values will fluctuate over time depending on the movement in net assets.

The downward fluctuation between 2013 and 2015 relates to the

transition from the previous building to the current ONE70 building.

Full occupancy of the new building since 2015 has seen the movement in net assets stabilise. The uplift in 2018 is due to the restatement of net assets by \$765,074 following the change in accounting for lease income. Lease income is now accounted for on the straight line basis, instead of the previous "as invoiced basis".

The graph below shows the fluctuation in the net assets and unit price of the Trust since 2012 (2011/12).



TRUST DEED VARIATION

A Deed of Variation to the Trust Deed will soon be circulated to Local Governments holdings units for approval. The amendment is intended to strengthen the House Trust's position as a State/ Territory Body for tax purposes. The Amendment seeks to achieve this by:

1. Transferring the power over the appointment of Trustee to the beneficiaries, where consent of 75% of the beneficiaries (unit holders) will be required, and

2. Confirmation that the power exists with the Board of Management, while allowing the Trustee sufficient operational discretion to place and renew investments and pay suppliers.

Approval of this Deed of Variation to the Trust deed requires consent of 75% of the 132 unit holders.

Any questions can be directed by email to lght@walga.asn.au.

ATTACHMENT - AGENDA ITEM 8.1.6

Council Policy – Councillor, CEO & Employee Attendance at Events

POLICY OBJECTIVES

The purpose of this policy is to establish guidelines to manage matters relating to the attendance of Councillors, the CEO, and employees at events.

POLICY SCOPE

This policy applies to Councillors, CEO and other employees invited to attend events on behalf of the Shire of Narembreen.

This policy does not deal with attendance at events where full payment is required or no invitation is received. These events are to be managed by an alternate policy, decision of Council relating to Councillors or the CEO relating to employees.

It does not provide guidance on the acceptance of a tangible gift or travel contribution.

Travel and accommodation excluded: This policy does not apply to tangible gifts or money, travel, or accommodation. Any contribution to travel, subject to the exceptions in section 5.83 of the Local Government Act 1995 (the Act), must be disclosed in writing to the CEO within 10 days of receipt of the contribution.

Contributions to travel costs, whether financial or otherwise are now incorporated within the definition of a gift.

POLICY DETAIL

The Shire of Narembreen, pursuant to section 5.90A of the Local Government Act 1995, is mandated to adopt a policy that deals with matters relating to the attendance of council members and the CEO at events.

This policy is required to help manage the disclosure of interests relating to gifts in matters affecting local government decisions – specifically this policy will aim to establish a means by which the Shire can determine when a gift related to attendance at an event is an excluded gift and does not require disclosure. Any invitations that are not approved for exclusion under this policy must follow the normal gift declaration and disclosure practices associated with the Local Government Act.

In order for a ticket to or attendance at an event to be considered for exclusion under this policy it must be addressed to the Shire office via mail or email and be addressed to an individual or group (i.e. Council) as part of their role with the Shire. Any tickets or invitations extended directly to an individual by means of personal communication must always be managed in line with existing gift provisions and disclosure of interest provisions.

Any payment offered to a Councillor or employee for attendance at an event must be disclosed to the CEO. In general payments for attendance should not be accepted or should be paid to the Shire of Narembreen if a function is being performed as part of the event for which payment would normally be expected.

If an invitation to attend an event is received and attendance is expected to incur costs to the Shire of Narembeen then regardless of whether the event type is pre-approved the invitation must go through an approval process to ensure the expenditure is appropriately budgeted for.

If there are more Councillors than tickets/invitations provided, the Shire President shall allocate the tickets appropriately.

Employees, other than the CEO, are not entitled to accept any gifts greater than \$300 and all discounted or gifted tickets to employees valued at \$50 - \$300 must be declared as gifts unless the employee is requested to attend the event as part of their employment and to the benefit of the Shire of Narembeen by the CEO or their appropriate manager. The CEO is to set appropriate policies and procedures to manage this process.

Pre-Approved Events

In line with the objectives of this policy, the below events have been pre-approved and attendance at these events will not need to be disclosed if invitations are received. Nothing in this section mandates attendance at any of these events or raises an expectation of free or discounted tickets to these events.

- a) Any public event which is free
- b) Invitations to attend events being hosted by other Local Governments, State Government or Federal Government/Ministerial agencies.
- c) Meetings of clubs or organisations within the Shire of Narembeen;
- d) Australian or West Australian Local Government Association events;
- e) Events hosted by sporting clubs, schools or not for profit organisations within the Shire of Narembeen or the District
- f) All Shire hosted, run or sponsored events
- g) Events run by professional associations of which employees are members or to which membership is encourage by the CEO for the benefit of the Shire.
- h) Opening or launch of an event or facility within the Shire of Narembeen or District.
- i) Recognition of Service events within the Shire of Narembeen or District.

Approval Process

Where an invitation is received to an event that is not pre-approved, it may be submitted for approval prior to the event as follows:

- Events for the Shire President may be approved by the Deputy Shire President.
- Events for Councillors may be approved by the Shire President.
- Events for the Chief Executive Officer may be approved by the Shire President.
- Events for employees may be approved by the Chief Executive Officer.

Considerations for approval of the invitation to the event as being excluded include:

- Any justification provided by the applicant when the event is submitted for approval.
- The benefit to the Shire of Narembeen of the person attending.
- Alignment to the Shire of Narembeen Strategic Objectives.

- The number of Shire representatives already approved to attend.
- The overall cost in attending the event, inclusive of travel or accommodation
- availability of representatives
- The expected role of the relevant Councillor or employee or potential perceived conflicts of interest
- The type of organisation extending the invitation and the purpose of the event – in general invitations from commercial providers will require disclosure

Non-Approved Events

Any event that is not pre-approved, is not submitted through an approval process, or is received personally is considered a non-approved event and is not excluded from gift and disclosure provisions.

If the event is ticketed and the Councillor, Chief Executive Officer or employee pays the full ticketed price and does not seek reimbursement, then no action is required.

If the event is ticketed and the Councillor, Chief Executive Officer or employee pays a discounted rate, or is provided with a free ticket(s), with a discount value, then the recipient must disclose receipt of the tickets (and any other associated hospitality) within 10 days to the Chief Executive Officer (or President if the CEO) if the discount or free value is greater than \$50 for employees, other than the Chief Executive Officer, and greater than \$300 for Councillors and the CEO

Dispute Resolution

All disputes regarding the approval of attendance at events are to be resolved by the Shire President and the CEO in relation to Councillors and the CEO in relation to other employees.

Other

Organisations that desire attendance at an event by a particular person(s), such as the President, Deputy President, Councillors, Chief Executive Officer or particular officer of the Shire, should clearly indicate that on the offer, together what is expected of that individual, should they be available, and whether the invite / offer or ticket is transferable to another Shire of Narembeen representative.

Free or discounted invitations / offers or tickets that are provided to the Shire of Narembeen without denotation as to who they are for, are be provided to the Chief Executive Officer and attendance will be determined based on the approval process associated with this Policy and in liaison with the Shire President.

DEFINITIONS

CEO – the Shire of Narembeen's Chief Executive Officer or an officer subsequently delegated to manage this function by the Chief Executive Officer.

Council – the Shire of Narembeen Council

Councillor – a person duly elected to the office of Councillor on a Council by way of a free election

District: is defined as the Wheatbelt Region of Western Australia.

In accordance with the Local Government Act 1995 s 5.90A, an event is defined as a:

- Concert
- Conference
- Function
- Sporting event
- Occasions prescribed by the Local Government (Administration) Regulations 1996.

RELATED LEGISLATION

Local Government Act 1995

5.90A. Policy for attendance at events

(1) In this section — event includes the following — (a) a concert; (b) a conference; (c) a function; (d) a sporting event; (e) an occasion of a kind prescribed for the purposes of this definition.

(2) A local government must prepare and adopt a policy that deals with matters relating to the attendance of council members and the CEO at events, including — (a) the provision of tickets to events; and (b) payments in respect of attendance; and (c) approval of attendance by the local government and criteria for approval; and (d) any prescribed matte*

Subdivision 1 – Disclosure of financial interest in matters affecting local government decisions - Section 5.59 – 5.73

Specifically, section 5.62 part (1B)

A gift is an excluded gift — (a) if — (i) the gift is a ticket to, or otherwise relates to the relevant person's attendance at, an event as defined in section 5.90A(1); and (ii) the local government approves, in accordance with the local government's policy under section 5.90A, the relevant person's attendance at the event; or (b) if the gift is in a class of gifts prescribed for the purposes of this subsection.

- s 5.87A and 5.87B Council members and CEOs are required to disclose gifts that are received in their capacity as a Council member (or CEO) and
- are valued over \$300; or
- are of a cumulative value that exceeds \$300 where the gifts are received from the same donor in a 12-month period.

Local Government (Administration) Regulations 1996 –

- r.34B – required code of conduct contents about gifts to employees

Local Government (Rules of Conduct) Regulations 2007.

OTHER RELATED POLICIES/KEY DOCUMENTS

Department Circular No 11-2019 – New Gifts Framework

Department of Local Government, Sport and Cultural Industries - Gifts and Conflicts of Interests - Frequently Asked Questions

Council Policy – Continuing Professional Development of Council Members

DELEGATED AUTHORITY

NA

REVIEW DATE

July 2022

HISTORY

Adopted:	MIN:
Reviewed:	MIN:
Reviewed:	MIN:

ATTACHMENT - AGENDA ITEM 8.1.7

Narembeen VFES – FES Ministerial Body

Lease



MEMORANDUM OF UNDERSTANDING

between the

**NAREMBEEN VOLUNTEER
FIRE AND EMERGENCY SERVICES**

and

SHIRE OF NAREMBEEN

and

**DEPARTMENT OF FIRE AND EMERGENCY
SERVICES**

for

**THE MAINTENANCE AND SUPPORT OF THE
NAREMBEEN VOLUNTEER FIRE & EMERGENCY
SERVICES**

1. PURPOSE

- 1.1 This Memorandum of Understanding (MOU) is intended to identify and document the respective roles and responsibilities of the Narembeen Volunteer Fire and Emergency Services (Narembeen VFES), the Shire of Narembeen (Shire) and the Department of Fire and Emergency Services (DFES) to manage the Narembeen VFES.
- 1.2 This MOU outlines the responsibilities and undertakings of the Shire, the Narembeen VFES and DFES (the parties), for the delivery of volunteer fire and emergency services in accordance with DFES' best practices.
- 1.3 This MOU does not constitute or create and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of any party.

2. DEFINITIONS

DFES	Department of Fire and Emergency Services.
MOU	Memorandum of Understanding. The documented arrangement between the parties who are signatories to the document
FES	Fire & Emergency Services
Party/Parties	means DFES, the Shire of Narembeen and the Narembeen VFES, in their individual right, as well as collectively
The Act	<i>Fire and Emergency Services Act 1998</i>
VFES	A FES unit approved under section 18M of the Act.

3. MOU OBJECTIVES

- 3.1 To detail specific responsibilities with respect to the management, administration and duties of the Narembeen VFES.
- 3.2 This MOU establishes a mutual understanding between the Shire of Narembeen and DFES, to ensure the Narembeen VFES are supported, trained, equipped and capable of providing emergency services roles in their community and surrounding areas.
- 3.3 To clearly identify the responsibilities and obligations to be undertaken by all parties identified in the MOU.

4. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES

4.1 Support Group

DFES will support the Narembeen VFES Support Group. The Support Group will be responsible for determining operational, financial and administration requirements for the Narembeen VFES.

4.2 Financial and Compliance Requirement

DFES will:

- undertake all financial obligations associated with the operations, maintenance and management of the Narembeen VFES
- maintain all Narembeen VFES assets
- provide fuel cards to cover the fuel costs associated with the use of Narembeen VFES vehicles, when the vehicles are used for Narembeen VFES activities. DFES will reimburse the Shire where they have provided fuel because there are no commercial fuel refilling facilities available
- provide and maintain operational and non-operational uniforms for the use of Narembeen VFES volunteers. The specific design, style and colour of the uniforms, and the wording or logos used on the uniforms, will be consistent with those of all other Western Australian VFES units. DFES is responsible for ordering and purchasing the uniforms
- provide and maintain signage to all new and existing equipment, vehicles and buildings that are used by the Narembeen VFES for emergency services purposes
- cover the cost of utilities used at the Narembeen VFES premises for the purpose of Narembeen VFES activities including telephone calls, electricity and gas
- provide all capital requirements on a replacement basis
- provide relevant insurance policies where necessary, including personal accident cover for all registered volunteers of the Narembeen VFES, motor vehicle cover for all vehicles registered in the name of the Narembeen VFES and insurance for the Narembeen VFES premises
- reimburse the Shire for payment of insurance for the Narembeen VFES premises, which are owned by the Shire and licenced to use by DFES
- coordinate and obtain all relevant concessions applicable to the Narembeen VFES including exemptions where appropriate
- provide the Narembeen VFES with guidance in relation to the administration and financial management of its affairs through appropriate policies and procedures.

4.3 Training

Appropriate emergency services training will be provided to ensure the Narembeen VFES volunteers are capable of fulfilling the emergency services roles as authorised by the FES Commissioner.

The training requirements will be determined by agreement with the Narembeen VFES Support Group and the training will be facilitated by DFES.

DFES will ensure at least two members of the Narembeen VFES are trained in DFES' incident dispatch system and post incident reporting system.

4.4 Register of VFES Volunteer Members

DFES will maintain a register containing the details of the Narembeen VFES members. This register will include personal, training and incident attendance information.

5. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRE OF NAREMBEEN

- 5.1 The Shire agrees the VFES premises at 1 Latham Road, Narembeen will be made available for use by the VFES for the purposes of emergency incident management, training courses and other relevant activities.
- 5.2 The Shire will actively promote the Narembeen VFES and its activities within the Shire through local media, community events and general information dissemination.
- 5.3 The Shire will provide a representative to sit on the Narembeen VFES Support Group who will participate in the Support Group activities and assist it to fulfil its functions and objectives.
- 5.4 Where appropriate, the Shire will assist DFES to provide the VFES members with required training.

6. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE NAREMBEEN VFES MEMBERS

- 6.1 The members of the Narembeen VFES agree to provide emergency services support as authorised by the FES Commissioner. Duties are to include:
 - road accident rescue
 - communications
 - structural firefighting
 - bush firefighting
 - community safety education
 - hazardous materials.
- 6.2 According to community needs, appropriate training and the provision of resources, Narembeen VFES roles may be expanded in profile during the life of this MOU. However, this will only occur through consultation with Narembeen VFES members, the Shire and DFES.
- 6.3 Members will ONLY be allowed to attend an emergency incident when they have been appropriately trained to combat the type of incident and ONLY when they are wearing the appropriate personal protective clothing and/or equipment.
- 6.4 Members agree to be bound by the duty of care requirements under the *Occupational Safety and Health Act 1984*, and under no circumstances will they attend an incident under the supervision of another trained member, if they have not been trained themselves.
- 6.5 Members will undertake and comply with all operational, financial and administration requirements necessary to operate the VFES.

- 6.6 The members agree to attend emergency services training when provided by DFES. The date and time of the training will be agreed between DFES and the Narembeen VFES Support Group.

7. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE NAREMBEEN VFES SUPPORT GROUP

- 7.1 The Narembeen VFES Support Group will comprise of:

- Narembeen VFES Captain
- Narembeen VFES 2IC Lieutenant
- Narembeen VFES Apparatus Officer
- Narembeen VFES Training Officer
- Narembeen VFES Administration Officer (Secretary / Treasurer)
- Shire of Narembeen representative
- DFES District/Area Officer/s.

- 7.2 The Narembeen VFES Support Group will meet annually in order to determine:

- budgeting requirements for the Narembeen VFES
- operational and non-operational reporting structures and procedures
- vehicle and equipment requirements
- training profiles, courses, availability, schedules and other training requirements
- other issues raised.

8. DURATION AND AMENDMENT

- 8.1 The MOU will take effect from the date of the last signature and will remain in force for a period of five (5) years with an option to extend for a further five (5) years by written agreement of all parties or until it is terminated.
- 8.2 This MOU shall not be altered, varied or modified in any respect except by agreement in writing from all parties.

9. DISPUTE RESOLUTION

- 9.1 The parties must first attempt to resolve any dispute arising between them in relation to any matter the subject of this MOU by way of conference and negotiation. The parties must confer and negotiate within seven (7) days of receiving a notice from the other party setting out the nature of the dispute.
- 9.2 If the issue cannot be resolved by negotiation then the matter of dispute is to be conferred, deliberated and resolved by the FES Commissioner, the Shire of Narembeen, Shire CEO and the Captain of the Narembeen VFES, or their nominated delegate/s.

10. NOTICES

Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

Mr Darren Klemm AFSM
 FES Commissioner
 Department of Fire and Emergency Services
 Emergency Services Complex,
 20 Stockton Bend
 COCKBURN CENTRAL WA 6164
 (Postal)
 PO Box 1174
 PERTH WA 6844

Captain
 Narembeen VFES
 1 Latham Road
 NAREMBEEN WA 6369

Chief Executive Officer
 Shire of Narembeen
 1 Longhurst Street
 NAREMBEEN WA 6369

11. ASCENDANCY OF LEGISLATION

The parties recognise that the relevant legislation of or applicable in Western Australia (including subsidiary legislation) prevails over this MOU to the extent of any inconsistency.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made

BETWEEN THE

Narembeen Volunteer Fire and Emergency Services
1 Latham Road
NAREMBEEN WA 6369

AND

Shire of Narembeen
1 Longhurst Street
NAREMBEEN WA 6369

AND

Department of Fire and Emergency Services
20 Stockton Bend
COCKBURN CENTRAL WA 6164

and will take effect from the date of the last signature and remain in place for 5 years.

SIGNED for and on behalf of the Narembeen VFES by:

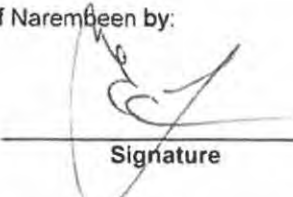
MURRAY DIXON
CAPTAIN


Signature

28/5/2019
Date

SIGNED for and on behalf of the Shire of Narembeen by:

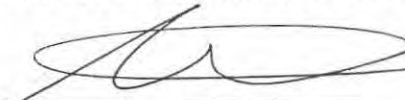
CHRIS JACKSON
CHIEF EXECUTIVE OFFICER


Signature

28/5/2019
Date

SIGNED for and on behalf of the Department of Fire and Emergency Services by

DARREN KLEMM AFSM
COMMISSIONER


Signature

10/6/19
Date

DRAFT 17 JULY 2020

SHIRE OF NAREMBEEN

AND

FES MINISTERIAL BODY

LEASE

**Part of 24 Latham Road, Narembeen, WA
Narembeen Emergency Services Centre**

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- (a) for the common use of the tenants of the Land and their agents, employees, licensee, contractors or invitees;
- (b) for use by the Landlord for the benefit of the tenants of the Land and their agents, employees, licensee, contractors or invitees; and
- (c) for use by members of the general public.

and being the area shown coloured in green on the Plan;

Expiry Date means the date specified in Item 5;

Facilities mean the drainage, sewerage, and plumbing facilities (including grease traps, where applicable), and the gas and electrical fittings or appliances in or on the Land or the Premises;

Further Term means each further term (if any) specified in Item 10;

Government Tenant includes any corporation or other legal entity owned or controlled by a State Government, and any person, agent, authority or other instrumentality acting for or exercising the power of a state or federal Government;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST, taxable and **taxable supply** have the meanings given to those terms in the GST Act;

Item means an item of Schedule 1;

Land means the land described in Item 1;

Lease means this lease and the Annexures and Schedules (if any);

Landlord includes the Landlord's successors or replacements;

Landlord's Agent means any person which the Landlord appoints as its agent from time to time;

Landlord's Covenants means the covenants, terms, and conditions expressed to be observed and performed by the Landlord;

Landlord's Employees or Visitors means every employee, agent, customer, client, visitor, invitee, licensee, and contractor of the Landlord;

Landlord's Equipment means all plant and equipment from time to time located in or on the Premises and owned by the Landlord;

Lease means this document;

Liability includes an obligation to pay money and a loss, cost or expense of any kind, however arising;

OSHA means the *Occupational Safety and Health Act 1984* (WA) and includes any regulations made under that Act;

Outgoings means each and every cost the Landlord reasonably incurs in respect of the ownership, administration, security, insurance, management, operation, maintenance, repair and/or use of the Premises, including but not limited to the cost of:

- (a) building insurance of the Landlord's Equipment, and any other insurance against risks in respect of which a prudent landlord would insure;

- (b) Services to the Premises except those which are separately metered and charged;
- (c) cleaning;
- (d) pest and vermin control;
- (e) fire services;
- (f) security and guard service fees (if applicable);
- (g) hot water system running, repairs and maintenance;
- (h) maintaining and repairing the Premises and all plant and equipment in the Premises including the costs of spare or replacement parts not of a structural or capital nature;
- (i) operating, maintaining and insuring any air conditioning, heating and air circulation equipment in or on the Premises;
- (j) storing, collecting and disposing of garbage and general waste;
- (k) lift and elevator repairs and maintenance (if applicable); and
- (l) toilet requisites and septic tank cleaning (if applicable);

Party means a party to this Lease;

Permitted Use means the use specified in Item 8;

Plan means the plan annexed to this Lease and marked Annexure "A";

Plant and Equipment means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Premises, the lifts and the escalators (if any);

Premises means the land specified in Item 2;

Prescribed Rate means the rate of interest specified in Item 9;

Rates and Taxes means local government rates and charges, water, sewerage and drainage charges, and land tax and metropolitan region improvement tax (on a single ownership basis), imposed in relation to the Premises or the Land which includes the Premises;

Relevant Authority includes each government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or public authority, tribunal, agency or entity, whether local, state, federal or otherwise;

Rent means the rent specified in Item 6;

Schedule means each schedule to this Lease;

Services means water, gas, fuel, electricity, lighting, sanitary, hot water, security systems, telecommunications and radio systems, fire detection and alarm systems, aerials, whether or not now installed and serving the Premises;

Special Conditions means the special conditions, if any, in Item 11;

Tenant's Covenants means the covenants, terms, and conditions, expressed or implied to be observed and performed by the Tenant;

Tenant's Employees or Visitors means every employee, agent, customer, client, visitor, invitee, licensee, and contractor of the Tenant at any time upon the Premises with or without authorisation of the Tenant;

Tenant's Equipment means any freehold or leasehold plant, equipment, fixtures or fittings of the Tenant on or in the Premises from time to time;

Tenant's Proportion means the proportion which the area of the Premises bears to the area of the Land that is the subject of the relevant item of Outgoings or Services; and

Term means the term of this Lease specified in Item 3 which commences on the Commencement Date and expires on the Expiry Date and includes any Further Term and any period of holding over.

1.2 Interpretation

In this Lease unless stated otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a Party includes its successors and assigns;
- (c) a reference to a statute, ordinance, code, or other law, includes all regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements, of any of them;
- (d) a reference to a Schedule, Annexure, Recital, clause, subclause, paragraph or subparagraph is a reference to a Schedule, Annexure, Recital, clause, subclause, paragraph or subparagraph in this Lease;
- (e) a reference to a paragraph or subparagraph is a reference to a paragraph or subparagraph within the clause in which the paragraph or subparagraph appears;
- (f) a reference to this Lease includes this Lease as varied from time to time;
- (g) the word person includes a firm, a body corporate, an unincorporated association, an authority or other entity;
- (h) a reference to a person includes a body recognised at law whether or not incorporated, a firm, an unincorporated association, an authority or other entity and that person's executors, administrators, successors and assigns;
- (i) when the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day;
- (j) when the reference to a "day" in this Lease is not a reference to a "Business Day" in computing time, days which are not Business Days are to be included in that computation;

- (k) references to money or "\$" is a reference to Australian dollars;
- (l) a provision of this Lease shall not be construed against a Party merely because that Party was responsible for drafting this Lease or for the inclusion of that provision;
- (m) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body; and
- (n) headings do not affect the interpretation of this Lease.

2 GRANT OF LEASE

2.1 Lease

- (a) The Landlord:
 - (i) leases the Premises to the Tenant for the Term; and
 - (ii) grants the Tenant the right to use such parts of the Land as is reasonably necessary to access and use the Premises for the Permitted Use,

subject to the payment of Rent (if demanded by the Landlord) and to the terms and conditions of this Lease.
- (b) The Tenant accepts the grant referred to in paragraph (a).

2.2 Common Areas and Accessways

- (a) The Landlord reserves the right to:
 - (i) control the operation and use of the Common Areas and Accessways;
 - (ii) change the area, level, location and arrangement of the Common Areas and Accessways on giving reasonable notice to the Tenant;
 - (iii) close temporarily the Common Areas and Accessways for the purpose of carrying out maintenance or construction works on giving reasonable notice to the Tenant;
 - (iv) close temporarily the Common Areas and Accessways to avoid the accrual of any right or interest in the Common Areas and Accessways by any person on giving reasonable notice to the Tenant; and
 - (v) police the Common Areas and Accessways.
- (b) The Tenant and the Tenant's Employees or Visitors shall have the right to access and use the Common Areas in common with the Landlord's Employees or Visitors and any other tenant of leased premises on the Land for the purposes for which they were designed or otherwise as permitted by the Landlord.
- (c) The Tenant and the Tenant's Employees or Visitors shall have the right to access and use, whether with or without vehicles, the Accessways in common

with the Landlord's Employees or Visitors and any other tenant of leased premises on the Land.

2.3 Quiet Enjoyment

The Landlord covenants with the Tenant that, subject to the Tenant paying the Rent (if demanded by the Landlord) and other moneys payable under this Lease and observing and performing the other Tenant's Covenants, the Tenant may peaceably and quietly hold and enjoy the Premises.

2.4 Reservation

Without limiting any of the Landlord's rights set out elsewhere in this Lease, the Tenant must permit the Landlord to enter the Premises at all reasonable times on the giving of reasonable notice by the Landlord to the Tenant, or immediately in the case of emergency, to:

- (a) comply with any requirement or order of any Relevant Authority; or
- (b) carry out any maintenance, refurbishment, repair, modification, installation or extension to the Plant and Equipment, Facilities or other cables, pipes or wires within the Premises,

except that the Landlord must use the Landlord's reasonable endeavours not to cause any undue interference with the use of the Premises by the Tenant.

3 HOLDING OVER

If the Tenant continues to occupy the Premises after the Expiry Date with the consent of the Landlord, the Tenant will be a monthly tenant at a monthly rent equal to 1/12th of the Rent payable immediately prior to the Expiry Date and otherwise on the same terms and conditions as this Lease insofar as they apply or would apply to a monthly tenant.

4 OPTION OF RENEWAL

- (a) The Landlord must grant the Tenant a lease of the Premises for the relevant Further Term specified in Item 10 if the Tenant gives written notice to the Landlord that it wishes to take a new lease of the Premises for the relevant Further Term at least three (3) months prior to, but not more than six (6) months prior to, the expiry of the Term, provided that the Tenant is not then in default of performing or observing the Tenant's Covenants of which it has been given reasonable prior written notice.
- (b) Any new lease for a Further Term will be on the same terms and conditions as those in this Lease and at a Rent from the commencement date of the relevant Further Term calculated and determined in accordance with the provisions of this Lease except for this clause 4 where there are no additional Further Terms.
- (c) If the Landlord grants a new Lease to the Tenant for a Further Term, the Tenant must within fourteen (14) days of receipt of a new 'Deed of Lease' or a 'Deed of Extension of Lease' (or similar document) prepared by the Landlord's solicitors, duly execute and return the same to the Landlord's solicitors

together (with each Party paying its own legal costs for preparing, negotiating and executing such document).

5 RENT, OUTGOINGS AND SERVICES

5.1 Rent

The Rent shall be paid by Tenant as specified in Item 6 (if demanded by the Landlord).

5.2 Outgoings

(a) The Tenant shall duly and punctually pay:

- (i) the Outgoings that are attributable solely in respect of the Premises; and
- (ii) the Tenant's Proportion of any Outgoings that are not attributable solely in respect of the Premises,

within twenty one (21) days of the Landlord issuing to the Tenant a valid invoice in respect of such Outgoings.

(b) If the Landlord issues a valid invoice to the Tenant in respect of any Outgoings that are not attributable solely in respect of the Premises, the Landlord must also provide the Tenant with a statement showing a proportionate calculation which confirms the Tenant's Proportion together with such invoice.

5.3 Tenant to Pay for Services

- (a) Subject to paragraphs (b) and (c), the Tenant shall duly and punctually pay to the Landlord or to the supplier or Relevant Authority if the supplier or Relevant Authority invoices the Tenant direct, all charges, costs and expenses for Services supplied to the Premises or consumed by the Tenant.
- (b) Where the Services are not separately metered the Tenant shall only be required to pay for the Services in the Tenant's Proportion.
- (c) Where any Services are supplied by the Landlord to the Tenant:
 - (i) the Tenant is required to pay the Landlord the amount which the supplier or Relevant Authority of that Service would have charged to supply that Service directly to the Tenant; and
 - (ii) the Tenant is required to pay the Landlord for such Services within twenty one (21) days of the Landlord issuing to the Tenant a valid invoice.

6 USE OF THE PREMISES

6.1 Using the Premises

The Tenant must only use the Premises for the Permitted Use.

6.2 Use of Facilities, etc.

- (a) If any Service is not provided to the Premises, the Tenant must make the Tenant's own arrangements for the supply of the Service to the Premises.
- (b) The Tenant must:
 - (i) comply with the Landlord's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Landlord's Equipment;
 - (ii) comply with the Landlord's reasonable requirements in fitting out the Premises, attaching the Tenant's Equipment to the Premises and in carrying out any works to provide any Services to the Premises;
 - (iii) not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Landlord's Equipment;
 - (iv) keep the Facilities within the Premises unobstructed; and
 - (v) in the use of the Premises comply with all relevant requirements imposed by any act, regulation, law or Relevant Authority.

6.3 Landlord not Liable

The Landlord is not liable to the Tenant or the Tenant's Employees or Visitors and the Tenant will not make a claim against the Landlord for any Liability whatsoever and howsoever arising (including but not limited to a Liability arising from accident, death, injury, damage or malfunction) occurring in or on or otherwise affecting the Premises save to the extent caused by the Landlord or the Landlord's Employees or Visitors.

6.4 No Warranty as to Use

The Landlord gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that any improvements on the Premises are structurally sound or comply with all laws and regulations.

6.5 General Restrictions on Use

Without limiting any other provision on this Lease, the Tenant must not:

- (a) carry on, or permit any illegal, immoral, noxious, noisy or offensive trade, business, occupation or activity at or on the Premises;
- (b) do or permit anything to be done which is or may be a nuisance, annoyance or damage or disrupt the Landlord or any other Tenant of the Landlord or owner or occupier of any adjoining or neighbouring land;
- (c) display, place or affix (or permit to be displayed, placed or affixed) any sign or any other thing on the Land without first obtaining the written consent of the Landlord (which other than the Tenant's usual trade signage, may not be

unreasonably withheld by the Landlord) and, where applicable, any Relevant Authority;

- (d) keep on, or permit any animal or pet to be on, or at the Premises or any part of the Land;
- (e) lodge an absolute caveat on the title to the Land or the Premises;
- (f) cause or contribute to any damage to or on the Premises;
- (g) knowingly do anything which does or may adversely affect any insurance policy held by the Landlord;
- (h) knowingly deposit or permit the escape of trade effluent or other noxious substances into any sewers or drains in or on the Premises or the Land;
- (i) except as required in connection with the use of the Premises, keep or store any chemical or inflammable substance in or on the Premises; and
- (j) without the written consent of the Landlord which is not to be unreasonably withheld:
 - (i) change or alter any locks in or about the Premises;
 - (ii) hold any clearance, fire, liquidation or bankruptcy sale or auction on the Premises; or
 - (iii) make any structural alteration to the Premises.

6.6 Keep Premises Clean and Tidy

- (a) The Tenant must, at the Tenant's expense:
 - (i) keep the Premises (including all internal and external windows and the shop front (if any)) clean and tidy, free of pests, rodents, vermin, insects and birds and clear of rubbish and debris;
 - (ii) regularly dispose of rubbish in an appropriate manner; and
 - (iii) comply with the Landlord's reasonable directions and any directions of any Relevant Authority in connection with cleaning the Premises and disposing of rubbish.
- (b) Without prejudice to any other rights of the Landlord under this Lease, if the Tenant fails to comply with the obligations set out in paragraph (a) above (provided that the Landlord has given written notice to Tenant requiring the Tenant to comply with such obligations and the Tenant has failed to comply with such obligations within 21 days of receiving such notice), the Landlord at the Tenant's cost in all respects, may, but is not obliged to, do all things necessary (including entering upon the Premises) to carry out the works required from time to time without further notice to the Tenant.

6.7 Consents and Approvals

The Tenant must obtain and maintain any consents, licences, registrations, approvals or permits required to be obtained and maintained by the Tenant for the Tenant to use the Premises.

6.8 Keep Secure

The Tenant shall:

- (a) use all reasonable endeavours to protect and keep safe the Premises and the property in the Premises from theft or robbery; and
- (b) keep all doors, windows and other openings closed and securely fastened when the Premises are not open or the Tenant is away from the Premises.

6.9 Report to Landlord

The Tenant shall promptly report to the Landlord, in writing, (except for an emergency in which case, verbally) any:

- (a) damage to or defect or malfunction in the Premises, Facilities, Services, Plant and Equipment or the Landlord's Equipment of which the Tenant becomes aware of or ought to be aware of;
- (b) breakages of plate glass in or on the Premises;
- (c) event or circumstances which may give rise to a claim by any person against the Landlord; and
- (d) matter, act or thing which is or may be a danger or cause a danger to the Premises or the Land or any person in or on the Premises or the Land.

6.10 Give Notices

The Tenant shall promptly:

- (a) give to the Landlord copies of each notice, demand or claim made or issued by any person (including any Court, Relevant Authority or owner or occupier of any neighbouring land) in relation to the Premises or the Tenant's use or occupation of the Premises; and
- (b) upon a person being injured or dying in the Premises or upon an accident occurring to or defect being found in sanitary, water, gas, or electric pipes, wires, fixtures, fittings, plant, equipment, or furnishings, in the Premises, give to the Landlord written notice with all particulars known to the Tenant.

6.11 Permit Landlord to Enter and Inspect

Notwithstanding any other provision of this Lease, the Landlord:

- (a) may by itself, with or by any person authorised by the Landlord enter the Premises at any reasonable time upon giving reasonable prior notice to view the state of repair and condition of the Premises and the Landlord's Equipment and to make reasonable investigations to ascertain whether or not

a breach of any of the Tenant's Covenants exists and to serve upon the Tenant a notice in writing of any default found requiring the Tenant to remedy the default; and

- (b) in exercising its rights of entry under this clause, must cause as least disruption as possible to the occupation, use and enjoyment of the Premises by the Tenant.

6.12 Occupational Safety and Health Act

- (a) The Tenant agrees that, for the purposes of the OSHA, the Tenant has management and control of the Premises.
- (b) Without limiting any other provision of this Lease, the Tenant releases and indemnifies and agrees to keep indemnified the Landlord from and against any Liability and all claims and losses which the Landlord shall or may be or become liable by reason of the OSHA in respect of the Premises or its use.

7 MAINTENANCE AND REPAIR

7.1 Tenant to Repair and Maintain

The Tenant must, at the Tenant's cost, keep and maintain the Premises and the Landlord's Equipment in good condition, order and repair save for:

- (a) fair wear and tear;
- (b) structural repairs not caused by any act or omission of the Tenant or any of the Tenant's Employees or Visitors;
- (c) any damage to the Premises and the Landlord's Equipment not caused by any act or omission of the Tenant or any of the Tenant's Employees or Visitors; and
- (d) any repair or maintenance covered by any insurance.

7.2 Structural Repairs

The Tenant is not required to carry out any structural repairs or replacements unless they are required due to an act or omission of the Tenant or the Tenant's Employees or Visitors, or by the Tenant's use or occupation of the Premises, save for fair wear and tear.

7.3 Failure of Tenant to Repair or Replace

If the Landlord:

- (a) notifies the Tenant of a repair or replacement required to any defect or item and the Tenant fails to repair or replace that defect or item within the time allowed by the Landlord for doing so (which shall not be less than 20 Business Days), the Landlord may without further notice to the Tenant (and without prejudice to any other rights under this Lease) enter upon the Premises (with or without workmen) to carry out those repairs or replacements at the cost of the Tenant in all respects; or

- (b) acting reasonably, is of the opinion that repairs for which the Tenant is liable must be carried out as emergency repairs, the Landlord with or without workmen, may upon giving 24 hours prior notice enter and expeditiously carry out those repairs and the Tenant shall pay within 21 days of receipt of a valid tax invoice the cost and expense incurred in making those repairs.

7.4 No Alterations or Additions

The Tenant shall not without obtaining the prior written approval of the Landlord (which is not to be unreasonably withheld) and if the Landlord approves, any Relevant Authority, make or permit to be made any alteration or addition in or to the structure or arrangement of the Premises.

7.5 Comply with Laws

The Tenant shall at the Tenant's cost, comply with and observe all present and future laws, whether State or Federal, ordinances, orders, regulations, and by-laws, and all orders, requirements, and notices from or by any Relevant Authority which relate or apply to the Tenant's particular use of the Premises or the Tenant's occupation of the Premises.

8 INSURANCE

- (a) The Parties acknowledge that the Tenant self-insures and the Tenant agrees to maintain such self-insurance during the Term.
- (b) The Landlord will insure the building, the Landlord's Equipment and any other improvement or item belonging to the Landlord on the Land against loss, damage, or destruction by the usual risks including fire, rain, storm, explosion, malicious damage, break in, graffiti, flood, impact damage, water damage and fusion, for the full replacement value, and otherwise on the terms and conditions as the Landlord sees fit.

9 INDEMNITIES

9.1 General indemnity

The Tenant shall indemnify and keep indemnified the Landlord against all losses, claims, damages, demands, costs and expenses for which the Landlord becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) to the extent caused or contributed to by the use or occupancy of the Premises by the Tenant, a Tenant's Employee or Visitor;
- (b) to the extent caused by an act or omission of the Tenant; or
- (c) resulting from a notice, claim or demand against the Tenant to do or refrain from doing anything on the Premises except to the extent that the Landlord is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

9.2 Nature of indemnity

The obligation of the Tenant to indemnify the Landlord under this Lease or at law is not affected by the obligation of the Tenant to effect insurance.

9.3 Duration of Indemnity

Each indemnity given by the Tenant in this Lease is a continuing obligation that shall survive the termination or expiry of this Lease.

10 ASSIGNMENT AND SUBLETTING

10.1 No Assignment without Consent

The Tenant must not, without the prior written consent of the Landlord, assign, sub-let, licence, mortgage, charge, grant any right of occupancy or otherwise part with possession of the Premises or the Tenant's leasehold estate in the Premises.

10.2 No Statutory Right to Assign

Sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from and do not apply to this Lease.

10.3 Consent to Assignment

- (d) If the Tenant wishes to assign its leasehold estate in the Premises the Landlord will not unreasonably withhold its consent provided that:
 - (i) the Tenant satisfies the Landlord that:
 - (A) the proposed assignee is respectable and solvent and has the requisite operational experience and skills equal to or greater than the Tenant; and
 - (B) the proposed assignee has adequate financial and other resources to meet its obligations under this Lease;
 - (ii) the proposed assignee enter into, with the Tenant and Landlord, a deed of assignment of this Lease to be in a form acceptable to the Landlord and to be prepared by the Landlord's solicitors which will provide that (amongst other things) the:
 - (A) assignee assumes responsibility of all of the Tenant's Covenants under this Lease; and
 - (B) assignee covenants with the Landlord to pay the Rent and comply with the Tenant's Covenants under this Lease;
 - (iii) the Tenant is not in breach of the covenant to pay Rent or any other of the Tenant's Covenants under this Lease; and
 - (iv) the Tenant pays to the Landlord all of the Landlord's proper and reasonable costs, expenses and charges incurred by the Landlord in preparing, negotiating and executing the deed of assignment and in

making enquiries (either itself or through its agents) as to the matters set out in paragraph (a).

- (e) For the avoidance of doubt, the Tenant acknowledges and agrees that the costs, expenses and charges referred to in paragraph (a)(v) are payable regardless of whether the proposed assignment proceeds or not.

10.4 Consent to Sublease

- (a) If the Tenant wishes to sub-let or otherwise part with possession of the whole or any part of the Premises, the Landlord will not unreasonably withhold its consent provided that:
 - (i) the Tenant satisfies the Landlord that:
 - (A) the proposed sublessee is respectable and solvent and has the requisite operational experience and skills equal to or greater than the Tenant;
 - (B) the proposed sublessee will not use the Premises (or that part of the Premises to be sublet) for any use which is not a Permitted Use;
 - (C) the sublease will be granted without any fine or premium, and at a rent per square metre of the subleased area at least equal to the Rent payable under this Lease; and
 - (D) the proposed sublessee has adequate financial and other resources to meet its obligations under the sublease of this Lease;
 - (ii) the proposed sublessee enter into, with the Tenant and Landlord, a sublease to be in a form acceptable to the Landlord and to be prepared by the Landlord's solicitors which contains terms consistent in all respects with this Lease;
 - (iii) the Tenant is not in breach of the covenant to pay Rent or any other of the Tenant's Covenants under this Lease; and
 - (iv) the Tenant pays to the Landlord all of the Landlord's proper and reasonable costs, expenses and charges incurred by the Landlord in preparing, negotiating and executing the sublease and in making enquiries (either itself or through its agents) as to the matters set out in paragraph (a).
- (b) For the avoidance of doubt, the Tenant acknowledges and agrees that the costs, expense and change referred to in paragraph (a)(iv) are payable regardless of whether the proposed sublease proceeds or not.

10.5 Assignment to Government Tenant

Clause 10.1 does not apply to an assignment or subletting to any Government Tenant and the Tenant may assign this Lease or sublet the Premises to a Government Tenant at any time without the Landlord's consent, but the Tenant must promptly give the Landlord notice of any assignment to a Government Tenant.

11 DEFAULT

11.1 Tenant's Default

The Tenant must remedy any default in compliance with any of the Tenant's Covenants within 30 Business Days after the Landlord has given the Tenant a written notice specifying the default and requiring it to be remedied.

11.2 Interest on Overdue Money

The Tenant must pay interest at the Prescribed Rate calculated on a daily basis until paid on any money (including but not limited to Rent and any Outgoings) which is not paid within seven (7) days of the due date for payment.

12 TERMINATION

- (a) On or before the expiry or sooner determination of the Term the Tenant shall, at the Tenant's cost:
 - (i) remove all or part of the Tenant's Equipment from the Premises (as determined by the Tenant at its absolute discretion);
 - (ii) deliver up possession of the Premises to the Landlord in a good state of cleanliness; and
 - (iii) withdraw any caveat registered or entered by the Tenant over the Premises or the Land.
- (b) Other than as provided in paragraph (a), the Tenant shall have no obligation to make good the Premises.

13 LANDLORD'S RIGHTS AND LIMITATION OF LANDLORD'S LIABILITY

13.1 Limitation of Liability

The Landlord:

- (a) will not be liable for:
 - (i) any loss or damage suffered by any person;
 - (ii) the injury or death of any person; or
 - (iii) the loss or damage of any property,

that occurs in or about the Premises or the Land however occurring unless caused by the negligence of the Landlord or by a breach of the Landlord's Covenants; and
- (b) is only liable for breaches of the Landlord's Covenants occurring while that person is the registered proprietor of the Land.

13.2 Condition of Premises

The Tenant acknowledges and agrees that:

- (a) all the Tenant's property in or on the Premises shall be at the sole risk of the Tenant during the Term and the Landlord shall not be liable for any claim, loss or damage that the Tenant may suffer as a result of:
 - (i) any fault in the construction or state of repair of the Premises or the Landlord's Property;
 - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;
 - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Premises; and
- (b) the Tenant's occupation of the Premises is conclusive evidence of the Tenant's acceptance of the Premises as being in good order, repair and condition at the Commencement Date.

13.3 Release and Indemnity

- (a) The Tenant occupies and uses the Premises at the Tenant's own risk. The Tenant also carries out building work in the Premises at the Tenant's own risk.
- (b) The Tenant indemnifies and releases the Landlord from any liability for any action, demand, claim, damage, loss, injury, or death, occurring in the Premises, except to the extent caused by any act or omission of the Landlord or the Landlord's Employees or Visitors.

14 COSTS AND EXPENSES

14.1 Legal Costs

The Landlord and the Tenant will each pay their own legal costs incurred in the preparation and execution of this Lease.

14.2 Other Costs

In the event of any breach or default by the Tenant in performing or observing any of the Tenant's Covenants, then the Tenant shall pay to the Landlord all legal costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with such breach or default, including all costs, charges and expenses (including solicitors' costs) and any GST payable thereon incurred by the Landlord for the purpose of, and incidental to, the preparation and provision of a demand letter or notice requiring the Tenant to remedy a breach of the Tenant's Covenants.

15 DAMAGE OR DESTRUCTION

15.1 Obligation to Rebuild

- (a) Subject to the provisions of clause 15.2 if the Building is at any time during the Term totally or partially destroyed or damaged so as to render the Premises:
 - (i) unfit for the occupation and use of the Tenant; or

- (ii) inaccessible,

then:

- (iii) any moneys payable by the Tenant under the terms of this Lease (**Amounts Payable**) or a proportionate part of the Amounts Payable according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the Amounts Payable falling due after the destruction or damage or a proportionate part of the Amounts Payable shall be suspended until the Premises have been rebuilt or made fit for the occupation and use of the Tenant or accessible to the Tenant as the case may be;
 - (iv) the Landlord must rebuild the Building as soon as reasonably practicable; and
 - (v) the Landlord must apply all of the money received by the Landlord from a claim under its insurance referred to in clause 8(b) (which claim the Landlord must make and pursue) to the cost of that rebuilding and to the extent that money is insufficient to meet the cost of rebuilding, the Landlord must use all reasonable endeavours to complete all administrative steps which at the relevant time are required in order for an application for Grant Money for the funding of that balance to be processed.
- (b) The abatement of the Amounts Payable referred to above shall not apply in case of destruction or damage to the extent caused by the Tenant or any officer, member, employee, agent, contractor or invitee of the Tenant or if any policy or policies of insurance have been vitiated or payment of the policy moneys refused to the extent caused by the negligent act, default or omission of the Tenant or of any officer, member, employee, agent, contractor or invitee of the Tenant.

15.2 Tenant Termination

- (a) If the Building is at any time during the Term destroyed or damaged to an extent as to render the Premises wholly unfit for occupation and use and so as to require rebuilding in whole or in part, the Tenant may at any time before the Landlord has entered into a contract for that rebuilding terminate the Lease by notice.
- (b) If the Lease is terminated under paragraph (a):
 - (i) the Landlord must pay to the Tenant all of the money received by the Landlord from a claim under its insurance referred to in clause 8(b) (which claim the Landlord must make and pursue), (the Landlord acknowledging that such a payment is appropriate as a result of the fact that the Building and the Premises were initially constructed by the Landlord using Grant Money); and
 - (ii) no Party will have any rights or claims against the other in respect of the termination at law or in equity, save for any claim that existed prior to termination.

- (c) Without limiting the survival of any other provision of this Lease on termination, paragraph (b) will survive the termination of this Lease.

16 GST

- (a) The Tenant must pay the Landlord the amount of any GST the Landlord pays or is liable to pay on a taxable supply made in respect of or in connection with this Lease.
- (b) The Tenant must pay to the Landlord the amount of the GST that the Tenant is liable to pay at the same time and in the same manner as the Tenant is obliged to pay the taxable supply.
- (c) The Landlord must issue a tax invoice to the Tenant in respect of a taxable supply no later than seven (7) days following payment of the GST inclusive consideration for that taxable supply.
- (d) If GST is payable on any supply by the Landlord under this Lease, the Rent, Outgoings and any other amount payable by the Tenant for that taxable supply is to be increased by the amount of GST payable on or in respect of that Rent, Outgoings or other amount.
- (e) A written statement given to the Tenant of the amount of GST that the Landlord has paid or is liable to pay is conclusive as between the Parties except in the case of an obvious error or omission.
- (f) The Tenant must do everything reasonably requested by the Landlord to ensure this Lease is treated as taxable for the purposes of the GST.
- (g) The provisions of this clause prevail over any conflicting provisions elsewhere in this Lease.

17 MISCELLANEOUS

17.1 Transfer of Land Act

The covenants and powers implied in every lease made under the *Transfer of Land Act 1893* (WA) are implied in this Lease, whether or not registered under that Act, except:

- (a) to the extent that they are modified or excluded by this Lease; and
- (b) the implied covenant set out in section 92(b), which is excluded.

17.2 Notices

- (a) A notice, consent, information or request that must or may be given or made to a Party under this Lease is only given or made if it is signed by or on behalf of the Party giving or making it and is delivered, posted or sent by facsimile transmission to the Party to whom it is directed at the address or fax number stated in paragraph (d) or (e) (as the case may be) or at such other address or fax number as may have been notified by that Party to each other Party, from time to time.

- (b) A notice, consent, information or request is to be treated as given or made in accordance with the following rules:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, 3 Business Days after being posted; and
 - (iii) if it is sent by facsimile transmission, on the date of transmission (except whether the sender's transmission device receives notification that the transmission has not been sent or received in full).
- (c) A notice, consent, information or request it is to be treated as having been given or made at 9am the next Business Day where it is delivered after the normal business hours of the party to whom it is delivered or sent.
- (d) Landlord's address and fax number for service of notice:

Address: 1 Longhurst Street, Naremburn, Western Australia, 6369

Attention: Chief Executive Officer

Fax number: (08) 9064 7037
- (e) Tenant's address and fax number for service of notice:

Address: 20 Stockton Bend, Cockburn Central, Western Australia, 6164

Attention: Manager Property Resources

Fax number: Not applicable.

17.3 Granting easements

The Landlord may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Landlord shall not without the Tenant's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Tenant's rights under this Lease by the Tenant.

17.4 Registration of Lease

- (a) The Landlord shall, if requested by the Tenant, lodge this Lease for registration at Landgate.
- (b) Any costs incurred by the Landlord in registering this Lease (including but not limited to preparing plans and the Lease in registrable form) shall be borne by the Tenant in full.

17.5 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

17.6 Variation

This Lease may only be varied by deed executed by the Parties.

17.7 Entire Agreement

The terms set out in this Lease contain the entire agreement between the Parties notwithstanding any other agreement, representation, negotiation or discussion prior to their execution of this Lease.

17.8 Governing Law

- (a) The laws of Western Australia and where applicable, the Commonwealth of Australia apply to this Lease.
- (b) The Parties each unconditionally submit to the exclusive jurisdiction of the Courts of Western Australia, and where applicable, the Commonwealth of Australia, sitting in Perth, Western Australia.

17.9 Landlord and Tenant may act by Agent

All acts and things which the Landlord or the Tenant are required or empowered to do under this Lease may be done personally or by their respective solicitor, agent, contractor, or employee.

17.10 Special Conditions

- (a) This Lease incorporates the Special Conditions.
- (b) In the event of any inconsistency between the Special Conditions and any other term of this Lease, the Special Conditions shall prevail to the extent of that inconsistency.

SCHEDULE 1

Item 1	<p>Land</p> <p>Lot 26529 on Deposited Plan 154441 and Lot 1 on Plan 5209, being the whole of the land contained in Certificate of Title Volume 1746 Folio 853 being commonly known as 24 Latham Road, Narembreen, Western Australia.</p>
Item 2	<p>Premises</p> <p>That part of the building on the Land comprising an area of 208.88 square metres as shown coloured in blue and marked 'DFES Area' on the Plan.</p>
Item 3	<p>Term</p> <p>Five (5) years.</p>
Item 4	<p>Commencement Date</p> <p>3 June 2020.</p>
Item 5	<p>Expiry Date</p> <p>That day five (5) years less one day after the Commencement Date.</p>
Item 6	<p>Rent:</p> <p>\$1.00 per annum payable annually as directed by the Landlord (if demanded by the Landlord)</p>
Item 7	<p>Rent Review Dates</p> <p><i>Not applicable</i></p>
Item 8	<p>Permitted Use</p> <p>Fire and emergency services purposes and all ancillary uses including, without limitation, all functions and acts comprehended by the <i>Fire and Emergency Services Act 1998</i> (WA).</p>
Item 9	<p>Prescribed Rate</p> <p>The rate of interest charged by the Commonwealth Bank of Australia from time to time on overdraft facilities in excess of \$100,000.00 plus three percent (3%)</p>
Item 10	<p>Further term</p> <p>Five (5) years commencing on the fifth (5th) anniversary of the Commencement Date and expiring on the day immediately before the tenth (10th) anniversary of the Commencement Date.</p>

Item 11 Special Conditions**(1) Early Termination of Lease**

Notwithstanding any other provision of the Lease, the Tenant may terminate the Lease at any time during the Term and any Further Term without penalty and for no cause, by giving the Landlord no less than one (1) month's written notice to that effect.

(2) Maintenance of Common Areas

Notwithstanding any other provision of the Lease, the Parties acknowledge and agree that:

- (a) during the Term the Landlord will be responsible for the cleaning and maintenance of the Common Areas to ensure such Common Areas are kept in good condition, order and repair (**Common Area Maintenance**);
- (b) subject to paragraph (c) below, the Tenant will pay 50% of the costs for the Common Area Maintenance and will pay such costs to the Landlord within twenty one (21) days of receipt of a valid invoice; and
- (c) the Tenant will not be required to pay for any Common Area Maintenance that will be covered by any building insurance.

EXECUTED BY THE PARTIES AS A DEED

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

Signature of President

Signature of Chief Executive Officer

Name of President

Name of Chief Executive Officer

Date

SIGNED by **DARREN KLEMM** FES)
Commissioner as a delegate of the Minister)
under section 15 of the Fire and Emergency)
Services Act 1998 in the presence of:)

DARREN KLEMM

Witness

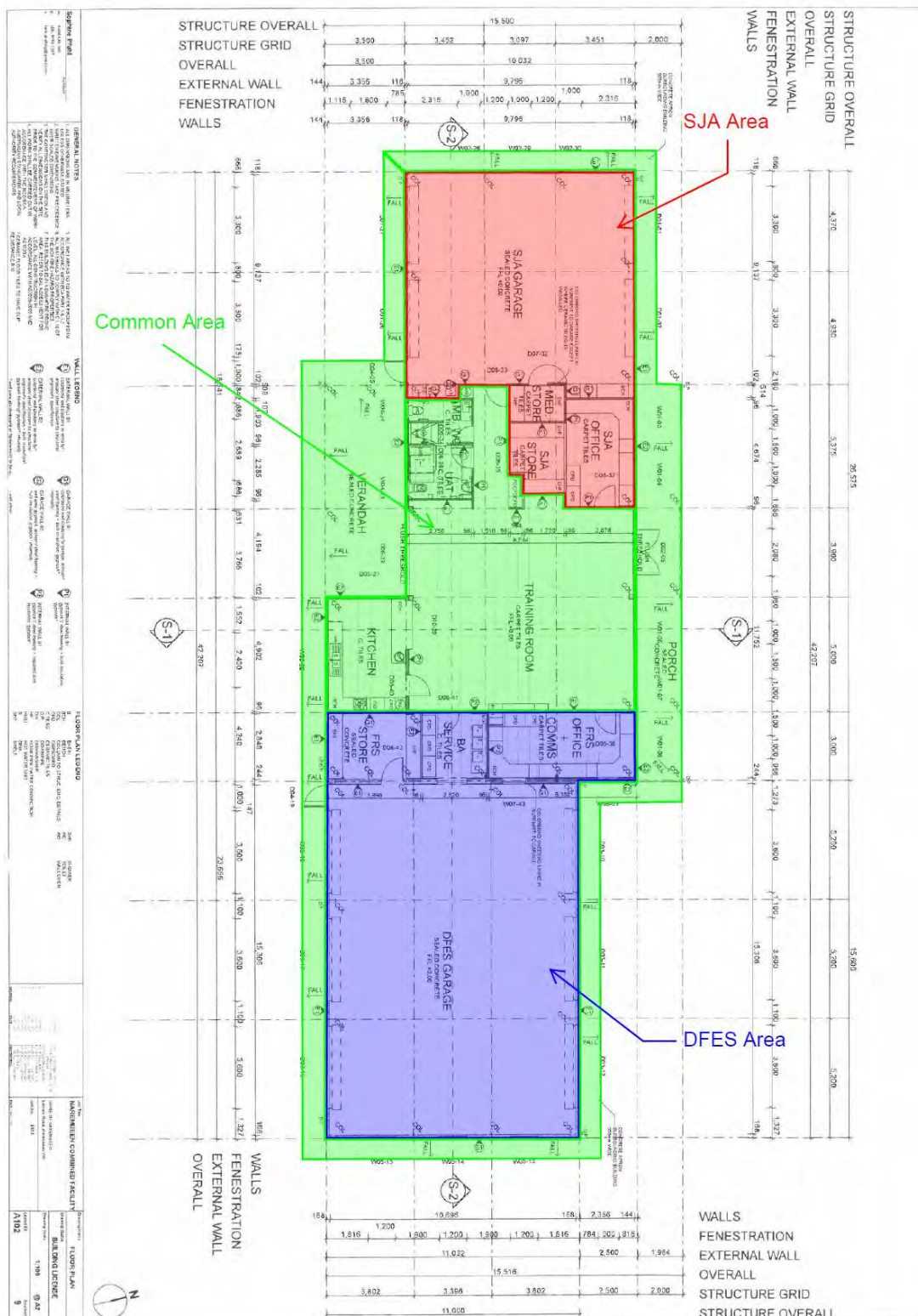
Date

Witness Name (Please print)

Witness Address (Please print)

Witness Occupation

ANNEXURE A – PLAN OF PREMISES



ATTACHMENT - AGENDA ITEM 8.2.2

Schedule of Accounts for July 2020

Date: 07/08/2020
Time: 11:47:13AM

SHIRE OF NAREMBEEN
July Creditors Payment List

USER: Admin
PAGE: 1



Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount
EFT13488	03/07/2020	Aust Post June Postage for Shire Admin & CRC	MUNI	127.52
EFT13489	03/07/2020	Australian Services Union Payroll deductions	MUNI	73.70
EFT13490	03/07/2020	Avon Waste Waste Services for June 2020 for Shire and Waste Transfer Station	MUNI	14,304.40
EFT13491	03/07/2020	Bovell Surveys Pty Ltd Set out line marking Emu Hill rd and Conoley lane	MUNI	1,375.00
EFT13492	03/07/2020	Busselton City Construction Pty Ltd Narembeen Heritage Precinct - Plumbing Rectification Works	MUNI	6,204.00
EFT13493	03/07/2020	Easifleet Payroll deductions	MUNI	664.84
EFT13494	03/07/2020	Narembeen IGA Catering Expenses for Council Meetings June	MUNI	234.51
EFT13495	03/07/2020	Narembeen Hardware and Ag Supplies Safety equipment for Bushfire Brigade	MUNI	4,939.57
EFT13496	03/07/2020	Navsdron Mentoring/Financial Queries assistance.10 hours per month Mar - June 2020	MUNI	4,840.00
EFT13497	03/07/2020	Ness Gas Supplies Gas Bottles replacement at Caravan Park	MUNI	540.00
EFT13498	03/07/2020	Rhonda Cole Shire President travel to Northam Meeting 26th June 2020	MUNI	480.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 170 of 193
EFT13499	03/07/2020	Roadswest Engineering Group WA Pty Ltd Engineering Services for Merredin-Narembeen Road	MUNI	21,109.69
EFT13500	09/07/2020	A-Team Printing CRC - Customer Merchandise - 15 x A5 wire bound Cook Books	MUNI	155.10
EFT13501	09/07/2020	Ag Implements Narembeen Filter Kits for PE50 John Deere Front End Loader	MUNI	377.31
EFT13502	09/07/2020	Boc Gases ArgoShield,Nitrogen and Refrigerant for Sundry Plant	MUNI	54.27
EFT13503	09/07/2020	Civic Legal Professional Fees & Disbursements for Solar Farm Lease	MUNI	1,943.50
EFT13504	09/07/2020	Cody Express Transport Pavers Delivery for Roads Board Building	MUNI	925.65
EFT13505	09/07/2020	DS Agencies Monsoon Bin 80lt for the Cemetery	MUNI	1,732.50
EFT13506	09/07/2020	Glide Print CRC - 500x A4 Narembeen CRC letterheads	MUNI	204.05
EFT13507	09/07/2020	Irving Holdings WA Fuel for NB1, NB01, Skelly Weed, Town Gardens & Building Officer vehicles for June 2020	MUNI	298.69
EFT13508	09/07/2020	Ixom Chlorine Service Fee for Swimming Pool	MUNI	81.84
EFT13509	09/07/2020	Merredin Monumental Works Niche Wall Plaque Production for Hinkley	MUNI	550.00
EFT13510	09/07/2020	Narembeen Engineering & Steel repair Hydraulic Tank for MACK GRANITE PRIME MOVER PE184	MUNI	550.00
EFT13511	09/07/2020	Narembeen Hardware and Ag Supplies Hardware Purchases for Shire Properties & Projects	MUNI	16,077.62
EFT13512	09/07/2020	SW Taylor Inspection for Works Department & Update Register	MUNI	770.00

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 171 of 193
EFT13513	09/07/2020	Shire Of Kondinin Reimbursement - Serving on Council WALGA Course held 9th & 10th March 2020	MUNI	5,314.61
EFT13514	09/07/2020	Toll Ipec Pty Ltd Freight for Mechanical Parts	MUNI	36.47
EFT13515	09/07/2020	Town Planning Innovations General Town Planning Services	MUNI	618.75
EFT13516	09/07/2020	Westrac Equipment Pty Ltd Pin for PE75 2015 CAT 12M Grader	MUNI	719.01
EFT13517	17/07/2020	A-Team Printing CRC: Customer Merchandise - Naremben District High School Business Plan	MUNI	212.30
EFT13518	17/07/2020	Ag Implements Naremben Oil Filter for John Deere Front End Loader PE1408	MUNI	72.56
EFT13519	17/07/2020	Australian Services Union Payroll deductions	MUNI	73.70
EFT13520	17/07/2020	Australian Taxation Office Fringe Benefits Tax for Period form 01 Apr 2019 to 31 March 2020	MUNI	4,593.15
EFT13521	17/07/2020	Barrett Exhibition Group Pty Ltd Signage for the Emu Hill Public Cemetery. Job#2012	MUNI	13,372.59
EFT13522	17/07/2020	Busselton City Construction Pty Ltd Excavations & Plumbing at theNaremben Heritage Precinct	MUNI	6,127.00
EFT13523	17/07/2020	Cable Locates and Consulting Geotech Works for Merredin-Naremben Road. 2053	MUNI	2,699.40
EFT13524	17/07/2020	Courtney Bormolini CRC - Refund for overcharge of Photo Printing	MUNI	29.65
EFT13525	17/07/2020	Dorcas Clothing Washing & Ironing of Tablecloths	MUNI	60.00
EFT13526	17/07/2020	Easifleet Payroll deductions	MUNI	664.84

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 172 of 193
EFT13527	17/07/2020	Fitz Gerald Strategies Human Resource, Industrial Relations advice 2020/21	MUNI	3,313.00
EFT13528	17/07/2020	Henry Schein Regional Pty Ltd Monthly Digital Support Service for Period: 01 July - 31 July 2020	MUNI	35.00
EFT13529	17/07/2020	It Vision Australia Pty Ltd Annual Licence fee for Software System	MUNI	22,556.60
EFT13530	17/07/2020	Liberty Oil Rural Pty Ltd Supply and deliver 22000 litres low sulphur diesel	MUNI	23,320.00
EFT13531	17/07/2020	Merredin Glazing Service Laminated Glass Panel for Caravan Park	MUNI	181.50
EFT13532	17/07/2020	Metro Count Battery Pack for MetroCount PO26593	MUNI	90.20
EFT13533	17/07/2020	Narembeen Elders Limited Refund Hire Mt Arrowsmith Tennis Club - Elders Client Night held 5th March 2020	MUNI	150.00
EFT13534	17/07/2020	Officeworks Stationary for Shire and CRC	MUNI	355.45
EFT13535	17/07/2020	P M Services Narembeen Waste Transfer Station for July 3,4,7 & 10 for Total: 30 hours	MUNI	2,496.00
EFT13536	17/07/2020	Parker Black And Forrest Locksmith Pty Ltd 6 x Abloy padlocks for the Shire 5PF11 system - Emergency Services facility	MUNI	1,243.00
EFT13537	17/07/2020	Repeat Plastics (WA) Bollards for Road Maintenance plus Freight	MUNI	1,216.60
EFT13538	17/07/2020	Shenton Pumps Submersible Pump for Depot Maintenance	MUNI	495.00
EFT13539	17/07/2020	Toll Ipec Pty Ltd Freight for Part Delivery for Wheel Loader PE1207 and Grader PE121	MUNI	21.45
EFT13540	17/07/2020	Truck Centre (WA) Pty Ltd Filter and Washer sets for Shire Trucks	MUNI	1,159.84

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 173 of 193
EFT13541	17/07/2020	WA Contract Ranger Services Ranger Services for 6 Hrs Total on 03/07/20 & 08/07/20	MUNI	561.00
EFT13542	17/07/2020	WA Distributors Pty Ltd Various cleaning products	MUNI	192.50
EFT13543	17/07/2020	Western Australian Treasury Corporation Government Guarantee Fee Loan for Period ending 30 June 2020	MUNI	3,117.06
EFT13544	17/07/2020	Westrac Equipment Pty Ltd Engine Oil Filters and Sump PLug for Shire Graders	MUNI	90.99
EFT13545	17/07/2020	Willway Plumbing and Gas Install sewer line to roads board building	MUNI	2,495.00
EFT13546	20/07/2020	A-Team Printing CRC Customer Merchandise for Willway Plumbing x 200 A5 Flyers, 170gsm Gloss art	MUNI	68.20
EFT13547	20/07/2020	Chris Bray Electrics Pty Ltd Install Double Power Points and New RCD at the Waste Transfer Station	MUNI	819.50
EFT13548	20/07/2020	Covs Fuel filter R2747 for PE1201Mitsubishi Canter	MUNI	81.55
EFT13549	20/07/2020	Narembeen Tyre Service Replacement of 2 x Tyres for PE151Semi Tralier	MUNI	995.00
EFT13550	20/07/2020	RAMM Software Pty Ltd RAMM Annual Support Maintenance Fee for the period 01 Jul 2020 to 30 Jun 2021	MUNI	7,357.26
EFT13551	20/07/2020	Shire Of Corrigin Roe Regional Environmental Health Services - Final expense as at 30 June 2020	MUNI	112.79
EFT13552	20/07/2020	Shire Of Kellerberrin Hire of Road Sweeper on 25th June 2020	MUNI	1,705.00
EFT13553	20/07/2020	Sling Lift and Rigging Pty Ltd Self-locking hook for PE999 Sundry Plant	MUNI	158.40
EFT13554	20/07/2020	Team Digital CRC - 1 x Ink Cartridge plus freight for Epson Stylus Photo Printer R2880	MUNI	33.95

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 174 of 193
EFT13555	20/07/2020	Toll Ipec Pty Ltd Freight for Depot and Library on 2nd July 2020	MUNI	24.20
EFT13556	20/07/2020	Western Environmental Pty Ltd Fieldwork & Reporting Underground Storage at 5 Mt Walker Road	MUNI	2,436.50
EFT13557	20/07/2020	Willway Plumbing and Gas Plumbing Repair to Copper Water Line at 5 Churchill St	MUNI	131.00
EFT13558	22/07/2020	CJD Equipment Pty Ltd Various Parts for PE1207 Volvo Wheel Loader	MUNI	1,201.58
EFT13559	22/07/2020	Cody Express Transport Freight Delivery of Bollards	MUNI	35.90
EFT13560	22/07/2020	Local Health Authorities Analytical Committee Analytical Services for 2020/21 Includes Covid-19 Discount 50%	MUNI	198.00
EFT13561	22/07/2020	Narembeen Hotel Carton Emu Export Beer for July Council Meeting	MUNI	62.00
EFT13562	22/07/2020	Toll Ipec Pty Ltd Freight for Parts Delivery	MUNI	55.39
EFT13563	22/07/2020	Truck Centre (WA) Pty Ltd Part for PE6789 2019 Mack Prime Mover	MUNI	90.70
EFT13564	22/07/2020	WA Contract Ranger Services Ranger Services for 17 and 21 July, 5Hrs Total	MUNI	467.50
EFT13565	22/07/2020	WA Distributors Pty Ltd 2 x Mop Heads for Cleaning at the Caravan Park	MUNI	38.95
EFT13566	22/07/2020	WA Farm Trees Assorted Seedlings for Road Maintenance	MUNI	1,650.00
EFT13567	30/07/2020	Ag Implements Narembeen Rotating beacon for John Deere Front End Loader PE1408	MUNI	168.28
EFT13568	30/07/2020	Australian Services Union Payroll deductions	MUNI	73.70

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 175 of 193
EFT13569	30/07/2020	Chris Bray Electrics Pty Ltd Replace Lights in Council Chambers	MUNI	289.30
EFT13570	30/07/2020	Easifleet Payroll deductions	MUNI	664.84
EFT13571	30/07/2020	IT Vision User Group Inc Membership for 2020/2021	MUNI	748.00
EFT13572	30/07/2020	JR and A Hersey Pty Ltd Items for Sundry Plant and Part for PE182 Nissan Navara	MUNI	508.87
EFT13573	30/07/2020	LGIS - Contract - Walga Municipal Liability Scheme Insurance -Public Liability,Bush Fire, Crime,Management, Motor Vehicle, Personal Accident, Travel, Workers Comp and LG Special Risks	MUNI	121,448.26
EFT13574	30/07/2020	LGIS Insurance Cover LGIS Insurance - Salary Continuance	MUNI	5,321.45
EFT13575	30/07/2020	Linkwest Incorporated 2020/2021Full Organisational Membership	MUNI	412.00
EFT13576	30/07/2020	Local Government Professionals Australia WA Membership Subscriptions for CEO and EMCS	MUNI	1,062.00
EFT13577	30/07/2020	Merredin Freightlines Freight for Collection of 2 x Chlorine Gas Bottles and Delivery to Perth for Swimming Pool	MUNI	220.00
EFT13578	30/07/2020	Merredin Monumental Works Niche Wall Plaque for Charles HT Smith (ordered by Sharlee Smith)	MUNI	590.50
EFT13579	30/07/2020	Moore Australia (WA) Pty Ltd Audit Certification of Acquittal for RFDS	MUNI	880.00
EFT13580	30/07/2020	Officeworks Shire Stationary Order - Easel Pads, Whitboard Markers and Notebooks	MUNI	372.72
EFT13581	30/07/2020	Shire of Cunderin Velpic Software Shared amongst various Shires	MUNI	455.91
EFT13582	30/07/2020	WALGA Membership, Services & Planning Tools	MUNI	21,899.71

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 176 of 193
EFT13583	30/07/2020	Wheatbelt Business Network CRC Support Services tailored WBN /CRC Membership	MUNI	1,500.00
DD10580.1	08/07/2020	Australian Super Superannuation contributions	MUNI	755.73
DD10580.2	08/07/2020	WA Local Government Superannuation Plan Payroll deductions	MUNI	9,028.37
DD10580.3	08/07/2020	Equip Super Superannuation contributions	MUNI	486.65
DD10580.4	08/07/2020	Hostplus Superannuation contributions	MUNI	215.82
DD10580.5	08/07/2020	Prime Superannuation Fund Superannuation contributions	MUNI	135.73
DD10580.6	08/07/2020	Plum Super Fund Superannuation contributions	MUNI	235.03
DD10580.7	08/07/2020	AMP Life Limited Superannuation contributions	MUNI	246.43
DD10599.1	22/07/2020	Australian Super Superannuation contributions	MUNI	666.03
DD10599.2	22/07/2020	WA Local Government Superannuation Plan Superannuation contributions	MUNI	9,012.20
DD10599.3	22/07/2020	Equip Super Superannuation contributions	MUNI	223.67
DD10599.4	22/07/2020	BT Super for Life Superannuation contributions	MUNI	31.80
DD10599.5	22/07/2020	Hostplus Superannuation contributions	MUNI	202.33
DD10599.6	22/07/2020	Prime Superannuation Fund Superannuation contributions	MUNI	138.37

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 177 of 193
DD10599.7	22/07/2020	Plum Super Fund Superannuation contributions	MUNI	235.03
DD10599.8	22/07/2020	AMP Life Limited Superannuation contributions	MUNI	250.98
DD10610.1	01/07/2020	Water Corporation Water Charges for CEO,EMCS,Works Manager,Units 31 Currall St and Sports Ground	MUNI	3,408.99
DD10610.2	28/07/2020	Synergy - Western Power Synergy Charges for Swimming Pool	MUNI	116.95
DD10610.3	22/07/2020	Synergy - Western Power Synergy Charges for Auxillary Lighting	MUNI	251.01
DD10610.4	21/07/2020	Bankwest CEO Credit Card Purchases for June 2020	MUNI	1,690.51
DD10610.5	02/07/2020	Water Corporation Water Usage for Various Shire Locations	MUNI	5,420.66
DD10610.6	18/07/2020	Power ICT Pty Ltd On Hold Recording Charges for Shire	MUNI	75.90
DD10610.7	10/07/2020	Commander Australia Pty Ltd Admin Phone Charges	MUNI	68.51
DD10610.8	30/07/2020	Telstra Telstra Charges for CRC	MUNI	251.50
DD10610.9	20/07/2020	Telstra Telstra Charges for all Shire Phones and Internet	MUNI	1,856.53
DD10612.1	21/07/2020	Bankwest Credit Card - EMCS	MUNI	1,038.17
DD10612.2	31/07/2020	BUPA Australia Health Insurance for CEO as per Contract	MUNI	452.55
DD10614.1	13/07/2020	HBF Health Insurance for Works Manager as per contract	MUNI	398.50

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 178 of 193
DD10617.1	27/07/2020	Synergy - Western Power Synergy Charges Entered in Incorrect Posting Period	MUNI	-82.12
DD10618.1	02/07/2020	Water Corporation Reversal Error not a Direct debit - Bill Paid by Credit Card for Lot 1 Latham Rd	MUNI	-51.14
DD10621.1	01/07/2020	HBF Health Insurance for EMCS as per contract	MUNI	221.55
DD10622.1	06/07/2020	Water Corporation Water Charges for Sports Ground Currall St	MUNI	12,648.86
DD10622.2	07/07/2020	Water Corporation Water Charges for Various Shire Properties	MUNI	4,207.94
DD10625.1	01/07/2020	Water Corporation REVERSAL error - Not a Direct Debit Payment	MUNI	-2.26
DD10627.1	21/07/2020	Bankwest Foreign Transaction Fee for Zoom Charges-EMCS Credit Card	MUNI	0.68
310720	06/07/2020	BANKFEES - BANK FEES BANK FEES	MUNI	0.72
310720	03/07/2020	BANKFEES - BANK FEES BANK FEES	MUNI	215.97
310720	01/07/2020	BANKFEES - BANK FEES BANK FEES	MUNI	88.40
310720	28/07/2020	BANKFEES - BANK FEES BANK FEES	MUNI	60.00
DD10610.10	24/07/2020	Synergy - Western Power Synergy Costs for Mt Arrowsmith Tennis Club and Aerodrome	MUNI	555.73
DD10610.11	27/07/2020	Synergy - Western Power Synergy Costs for Units at Currall St & Avoca Farm	MUNI	192.41
DD10610.12	23/07/2020	Synergy - Western Power Synergy Charges for 81 Street Lights	MUNI	1,161.75

Cheque /EFT No	Date	Name Invoice Description	Bank Code	Amount 179 of 193
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REPORT TOTALS

Bank Code	Bank Name	TOTAL
MUNI	Municipal 5347926	406,749.33
TOTAL		406,749.33



Credit Card Purchases 26-06-2020 - 31/07/2020

EMCS

Date	Store	Description	Amount
6/07/2020	Department of Transport	Plate Changes for two Shire Vehicles	\$ 34.60
9/07/2020	Zoom	Video Conferencing Facility and Foreign Transaction Fee	\$ 23.77
10/07/2020	Department of Transport	1 Year Drivers Licence Renewal - Works Crew	\$ 44.05
13/07/2020	Houst AU	Accommodation Bond Refund	-\$ 310.00
14/07/2020	Bankwest	Card Fee	\$ 39.00

TOTAL EMCS CREDIT CARD PAYMENTS **-\$ 168.58**

CEO

Date	Store	Description	Amount
1/07/2020	Department of Transport	Plate Changes for two Shire Vehicles	\$ 34.60
4/07/2020	Godfreys	New vacuum cleaner, accessories and bags	\$ 437.89
6/07/2020	West Australian	Condolence Notice for Late. Bill Bailey	\$ 127.25
14/07/2020	Bankwest	Card Fee	\$ 39.00
16/07/2020	The Co-Op Narembreen	Lunch with SMEC	\$ 45.00
23/07/2020	Action Awnings	Blinds for 26 Hilton Way	\$ 2,024.00

TOTAL CEO CREDIT CARD PAYMENTS **\$ 2,707.74**

Other Cards

Date	Store	Description	Amount
26/06/2020	Modern Teaching Aids	Library Story Time Items	\$ 122.58
15/07/2020	Department of Communities	Working with childrens check - CRC employee	\$ 87.00
15/07/2020	Bankwest	Card Fee	\$ 39.00
15/07/2020	Bankwest	Card Fee	\$ 39.00

TOTAL for other CREDIT CARD PAYMENTS **\$ 287.58**

TOTAL CREDIT CARD PAYMENTS **\$ 2,826.74**

ATTACHMENT - AGENDA ITEM 8.2.3

Financial Report for July 2020

SHIRE OF NAREMBEEN

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 31 July 2020

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

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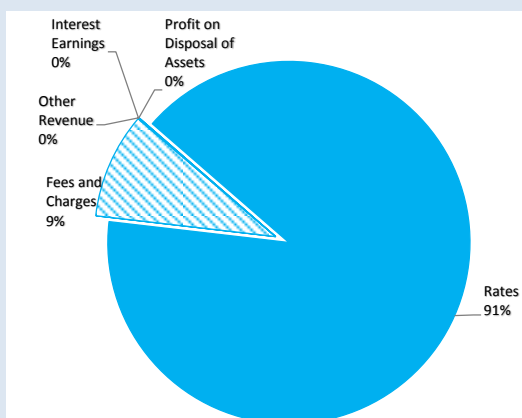
Monthly Summary Information	2
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These accounts are prepared with data available at the time of preparation.
As the accounts for FY20 are not yet audited, brought forward data from FY20 may change.

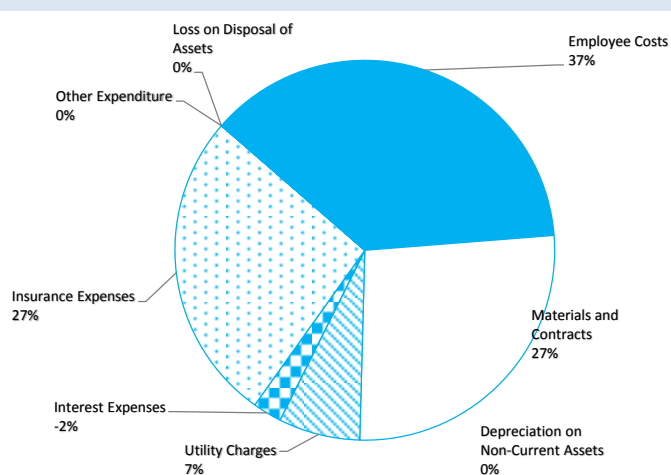
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JULY 2020

SUMMARY GRAPHS

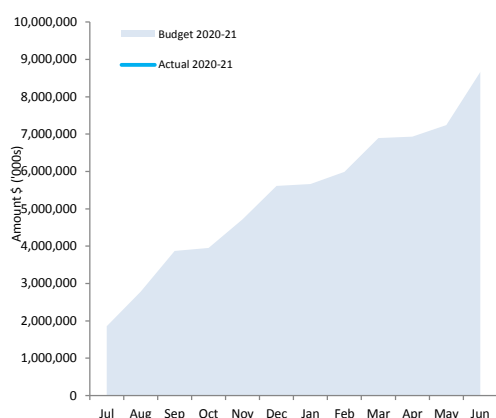
OPERATING REVENUE



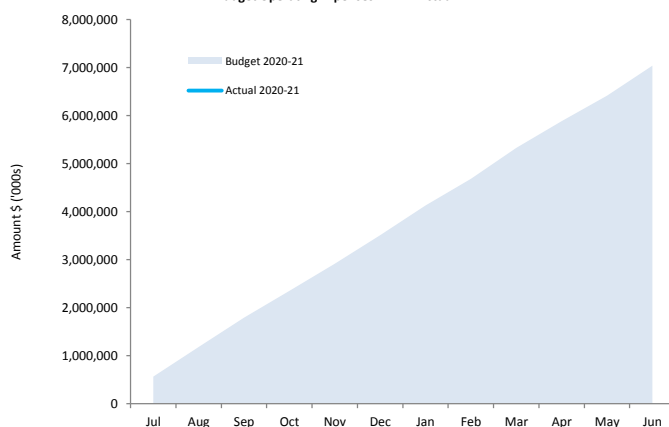
OPERATING EXPENSES



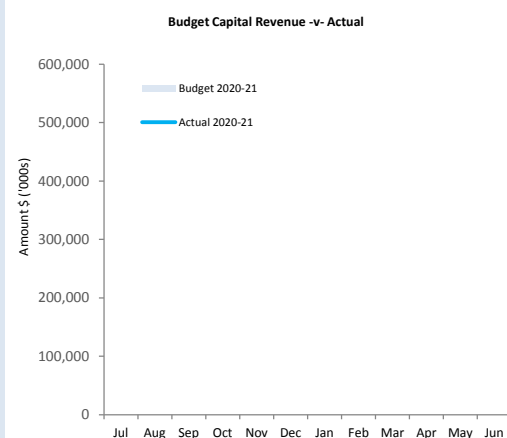
Budget Operating Revenues -v- Actual



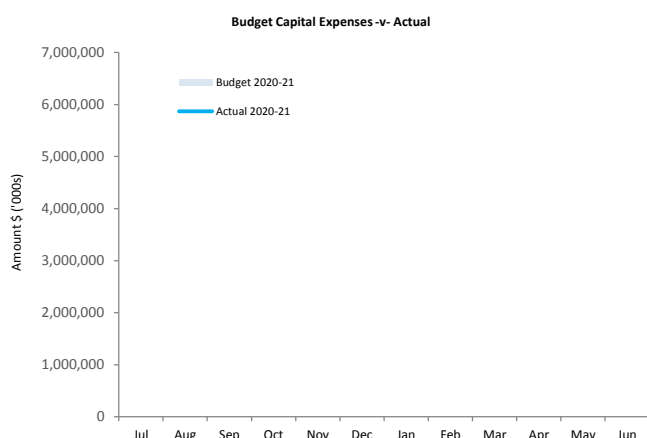
Budget Operating Expenses -v- YTD Actual



CAPITAL REVENUE



CAPITAL EXPENSES



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

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020**

STATUTORY REPORTING PROGRAMS

	Ref Note	Original Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
			\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	1	1,477,705	1,477,705	1,477,705	1,829,676	351,970		24%
Revenue from operating activities								
Governance		38,000	38,000	3,165	1,056	(2,109)	(67%)	
General Purpose Funding - All Rates		1,812,034	1,812,034	1,817,939	1,819,706	1,767	0%	
General Purpose Funding - Other		1,152,553	1,152,553	5,415	2,597	(2,817)	(52%)	
Law, Order and Public Safety		69,500	69,500	4,790	50,215	45,425	948%	▲
Health		14,000	14,000	0	0	0		
Housing		46,219	46,219	3,652	6,299	2,647	72%	
Community Amenities		306,111	306,111	4,539	153,624	149,085	3285%	▲
Recreation and Culture		49,300	49,300	1,606	772	(834)	(52%)	
Transport		202,000	202,000	333	0	(333)	(100%)	
Economic Services		312,450	312,450	6,785	10,811	4,026	59%	
Other Property and Services		92,454	92,454	7,657	6,812	(845)	(11%)	
		4,094,621	4,094,621	1,855,880	2,051,892			
Expenditure from operating activities								
Governance		(224,572)	(224,572)	9,126	(21,421)	(30,547)	335%	
General Purpose Funding		(159,322)	(159,322)	(13,276)	(21,307)	(8,031)	(60%)	
Law, Order and Public Safety		(218,827)	(218,827)	(21,347)	(14,038)	7,309	34%	
Health		(154,368)	(154,368)	(12,538)	(5,034)	7,504	60%	
Housing		(172,733)	(172,733)	(13,991)	(11,608)	2,383	17%	
Community Amenities		(889,542)	(889,542)	(66,290)	(59,311)	6,979	11%	
Recreation and Culture		(1,283,535)	(1,283,535)	(100,049)	(42,465)	57,584	58%	▲
Transport		(3,253,217)	(3,253,217)	(264,037)	(171,897)	92,140	35%	▲
Economic Services		(532,337)	(532,337)	(43,015)	(31,996)	11,019	26%	
Other Property and Services		(152,323)	(152,323)	(38,017)	(33,592)	4,426	12%	
		(7,040,775)	(7,040,775)	(563,434)	(412,667)			
Operating activities excluded from budget								
Add back Depreciation		2,994,990	2,994,990	249,574	0	(249,574)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal		11,890	11,890	0	0	0		
Non-cash amounts excluded from operating activities		3,006,880	3,006,880	249,574	0			
Amount attributable to operating activities		60,726	60,726	1,542,020	1,639,225			
Investing Activities								
Non-operating Grants, Subsidies and Contributions	6	4,569,184	4,569,184	0	0	0		
Proceeds from Disposal of Assets		148,999	148,999	0	0	0		
Capital Acquisitions	5	(6,537,406)	(6,537,406)	(4,000)	(1,139)	2,861	72%	
Amount attributable to investing activities		(1,819,223)	(1,819,223)	(4,000)	(1,139)			
Financing Activities								
Proceeds from New Debentures		80,000	80,000	0	0	0		
Self-Supporting Loan Principal		7,410	7,410	0	0	0		
Transfer from Reserves		290,000	290,000	0	0	0		
Repayment of Debentures		(76,618)	(76,618)	0	0	0		
Transfer to Reserves		(20,000)	(20,000)	(1,210)	(1,210)	0	0%	
Amount attributable to financing activities		280,792	280,792	(1,210)	(1,210)			
Closing Funding Surplus(Deficit)	1	0	0	3,014,516	3,466,552			

KEY INFORMATION

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 31 JULY 2020**

BY NATURE OR TYPE

	Ref Note	Original budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Opening Funding Surplus (Deficit)	1	1,477,705	1,477,705	1,477,705	1,829,676	\$ 351,970	% 24%	▲
Revenue from operating activities								
Rates		1,812,034	1,812,034	1,817,939	1,819,706	1,767	0%	
Operating Grants, Subsidies and Contributions	6	1,695,704	1,695,704	2,042	40,075	38,033	1863%	▲
Fees and Charges		487,665	487,665	28,987	190,005	161,018	555%	▲
Interest Earnings		58,219	58,219	4,707	2,084	(2,623)	(56%)	
Other Revenue		26,500	26,500	2,206	22	(2,184)	(99%)	
Profit on Disposal of Assets		14,500	14,500	0	0			
		4,094,621	4,094,621	1,855,881	2,051,892			
Expenditure from operating activities								
Employee Costs		(2,042,608)	(2,042,608)	(149,766)	(162,185)	(12,419)	(8%)	
Materials and Contracts		(1,459,914)	(1,459,914)	(108,129)	(115,810)	(7,681)	(7%)	
Utility Charges		(266,360)	(266,360)	(22,166)	(30,141)	(7,975)	(36%)	
Depreciation on Non-Current Assets		(2,994,990)	(2,994,990)	(249,574)	0	249,574	100%	▲
Interest Expenses		(47,078)	(47,078)	0	10,716	10,716		
Insurance Expenses		(183,936)	(183,936)	(32,176)	(115,245)	(83,069)	(258%)	▼
Other Expenditure		(19,500)	(19,500)	(1,623)	(2)	1,621	100%	
Loss on Disposal of Assets		(26,390)	(26,390)	0	0			
		(7,040,775)	(7,040,775)	(563,434)	(412,667)			
Operating activities excluded from budget								
Add back Depreciation		2,994,990	2,994,990	249,574	0	(249,574)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal		11,890	11,890	0	0	0		
Non-cash amounts excluded from operating activities		3,006,880	3,006,880	249,574	0			
Amount attributable to operating activities		60,726	60,726	1,542,021	1,639,225			
Investing activities								
Non-operating grants, subsidies and contributions	6	4,569,184	4,569,184	0	0	0		
Proceeds from Disposal of Assets		148,999	148,999	0	0	0		
Capital acquisitions	5	(6,537,406)	(6,537,406)	(4,000)	(1,139)	2,861	72%	
Amount attributable to investing activities		(1,819,223)	(1,819,223)	(4,000)	(1,139)			
Financing Activities								
Proceeds from New Debentures		80,000	80,000	0	0	0		
Self-Supporting Loan Principal		7,410	7,410	0	0			
Transfer from Reserves		290,000	290,000	0	0	0		
Repayment of Debentures		(76,618)	(76,618)	0	0	0		
Transfer to Reserves		(20,000)	(20,000)	(1,210)	(1,210)	0	0%	
Amount attributable to financing activities		280,792	280,792	(1,210)	(1,210)			
Closing Funding Surplus (Deficit)	1	0	0	3,014,516	3,466,552			

KEY INFORMATION

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020**

**OPERATING ACTIVITIES
NOTE 1
ADJUSTED NET CURRENT ASSETS**

	Ref Note	Last Years Closing 30 June 2020	This Time Last Year 31 Jul 2019	Year to Date Actual 31 Jul 2020
Adjusted Net Current Assets		\$	\$	\$
Current Assets				
Cash Unrestricted	3	2,051,827	1,044,252	1,846,476
Cash Restricted	3	2,800,205	2,602,502	2,801,415
Receivables - Rates	4	109,985	1,940,192	1,934,180
Receivables - Other	4	91,841	1,106,006	19,447
Loans receivable		7,410	5,314	7,410
Interest / ATO Receivable		7,493	(32,940)	(25)
Inventories		8,324	6,024	8,324
Land held for resale - current		370,000	370,000	370,000
Contract Asset		286,949	263,812	286,949
		5,734,034	7,305,162	7,274,175
Less: Current Liabilities				
Payables		(197,631)	(24,226)	(99,686)
Provisions - employee		(329,178)	(352,032)	(329,178)
Long term borrowings		(75,285)	(69,846)	(75,285)
Contract Liability		(199,934)	0	(199,934)
		(802,028)	(446,104)	(704,084)
Unadjusted Net Current Assets		4,932,006	6,859,058	6,570,091
Adjustments and exclusions permitted by FM Reg 32				
Restricted cash	3	(2,800,205)	(2,602,502)	(2,801,415)
Less: Land held for resale		(370,000)	(370,000)	(370,000)
Less: Loans receivable		(7,410)	(5,314)	(7,410)
Add : Long Term Borrowings		75,285	69,846	75,285
Adjusted Net Current Assets		1,829,676	3,951,087	3,466,552
SIGNIFICANT ACCOUNTING POLICIES	KEY INFORMATION			
Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.	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.			

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020**

**NOTE 2
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 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					
Law, Order and Public Safety	45,425	948%	▲	Timing	ESL was raised with rates levy.
Community Amenities	149,085	3285%	▲	Timing	Rubbish charges revenue was raised with the rate levy.
Expenditure from operating activities					
Recreation and Culture	57,584	58%	▲	Timing	Depreciation is \$45k lower than ytd budget due to Asset register depreciation not applied pending finalisation of the Asset register for FY20.
Transport	92,140	35%	▲	Timing	Depreciation is \$137k lower than ytd budget due to Asset register depreciation not applied pending finalisation of the Asset register for FY20. Road Maintenance and Admin allocations are together \$50K lower than ytd budget. This is considered a timing issue with budgets for these evenly spread over 12 months.
Investing Activities					
Financing Activities					

KEY INFORMATION

Depreciation has not been applied to the accounts from the Asset register for July 2020, pending finalisation of the Asset register for FY20

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020

OPERATING ACTIVITIES
NOTE 3
CASH AND INVESTMENTS

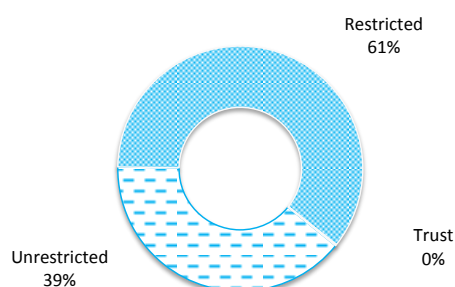
Cash and Investments	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash and Floats	486			486			
At Call Deposits							
Municipal Fund	1,824,473			1,824,473	Bankwest		
Reserve Fund		2,801,415		2,801,415	Bankwest		
Trust Fund			8,501	8,501	Bankwest		
Total	1,824,959	2,801,415	8,501	4,634,875			

SIGNIFICANT ACCOUNTING POLICIES

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.

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

\$4.63 M

Unrestricted

\$1.82 M

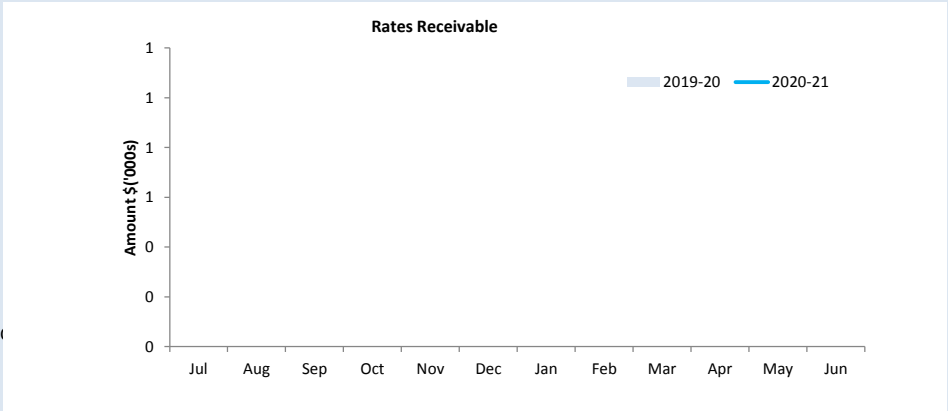
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020

OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

Rates Receivable	30 June 2019	31 Jul 20
	\$	\$
Opening Arrears	69,496	109,985
Levied this year	1,787,936	1,817,939
Less Collections to date	(1,747,447)	6,255
Equals Current Outstanding	109,985	1,934,180
Net Rates Collectable	109,985	1,934,180
% Collected	97.74%	-0.34%

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.

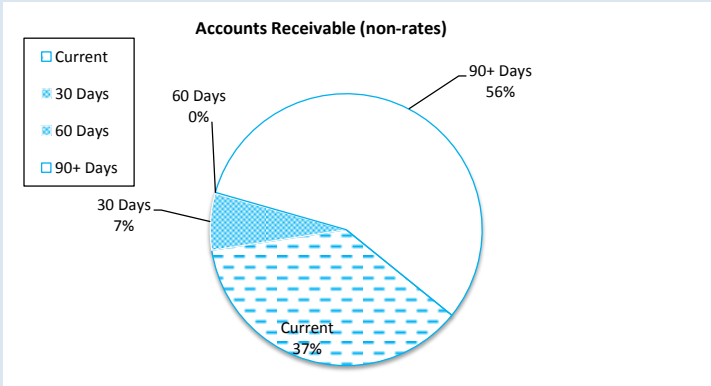


Rates Received	Rates Due
0%	\$1,934,180

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	3,940	722	12	6,049	10,723
Percentage	37%	7%	0%	56%	
Balance per Trial Balance					
Sundry debtors	3,940	722	12	6,049	10,723
Total Receivables General Outstanding					10,723

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
\$10,723
Over 30 Days
63%
Over 90 Days
56%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020**

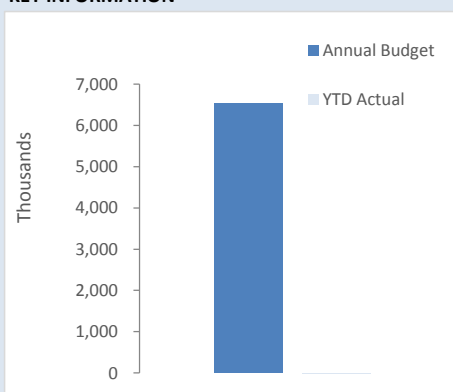
**INVESTING ACTIVITIES
NOTE 5
CAPITAL ACQUISITIONS**

Capital Acquisitions	Original Budget	Current		YTD Actual Total	YTD Budget Variance
		Annual Budget	YTD Budget		
		\$	\$	\$	\$
Land		0	0	0	0
Buildings	472,500	472,500	4,000	138	(3,862)
Plant & Equipment	635,000	635,000	0	0	0
Furniture & Equipment	49,500	49,500	0	0	0
Infrastructure - Roads	4,046,965	4,046,965	0	1,001	1,001
Other Infrastructure	1,333,441	1,333,441	0	0	0
Capital Expenditure Totals	6,537,406	6,537,406	4,000	1,139	(2,861)
Funding of Capital Acquisitions:					
		\$	\$	\$	\$
Capital grants and contributions	4,569,184	4,569,184	0	0	0
Borrowings	80,000	80,000	0	0	0
Other (Disposals & C/Fwd)	148,999	148,999	0	0	0
Cash Backed Reserves					
Plant Replacement Reserve	90,000	90,000	0	0	0
Infrastructure Reserve	150,000	150,000	0	0	0
Housing Reserve	50,000	50,000	0	0	0
Contribution from Rates and other revenue	1,449,223	1,449,223	4,000	1,139	(2,861)
Capital Funding Total	6,537,406	6,537,406	4,000	1,139	(2,861)

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$6.54 M	\$. M	0%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$4.57 M	\$. M	0%

INVESTING ACTIVITIES
NOTE 5
CAPITAL ACQUISITIONS (CONTINUED)

	Account Number	Original Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Capital Expenditure					
Land					
Buildings					
Administration Office and Chambers Refurbishn	2055	15,000	0	0	0
18 Hilton way asbestos fence replacement - C/F	2014	8,000	0	0	0
26 Thomas Street - repaint - C/F	2023	10,000	0	0	0
Cheetham Way new house / units	2045	250,000	0	0	0
Solar Panels - 8 Cheetham Way	2057	8,500	0	0	0
Solar Panels - 26 Hilton Way	2058	8,500	0	0	0
Solar Panels - 20 Cheetham Way	2059	8,500	0	0	0
Cemetery upgrade - stage 2 - C/F	2012	20,000	4,000	0	-4,000
Caravan Park Amenities Upgrade	2063	144,000	0	0	0
Road Board Building	2013	0	0	138	138
		472,500	4,000	138	-3,862
Plant & Equipment					
Replacement Vehicle - EMCS	2054	45,000	0	0	0
Replacement Vehicle - Doctor	2056	45,000	0	0	0
Replacement Vehicle - Mechanic	2064	45,000	0	0	0
Replacement Vehicle - Works Manager	2065	60,000	0	0	0
Backhoe	2066	140,000	0	0	0
Pneumatic Roller	2067	200,000	0	0	0
Water Tanker	2068	100,000	0	0	0
		635,000	0	0	0
Furniture & Equipment					
Administration Server and Networking Infrastru	2043	25,000	0	0	0
Medical Centre File Server	2042	15,000	0	0	0
Entry barriers system for Aquatic Centre - C/F	2026	9,500	0	0	0
		49,500	0	0	0
Infrastructure - Roads					
Soldiers Road R2R slk 10-65.66	2062	500,000	0	0	0
Kondinin Narembeen Road	2048	510,988	0	0	0
Merredin Narembeen Road SLK 11.7 - 12.3	2049	393,500	0	0	0
Merredin Narembeen Road SLK 24.5 - 30.06	2050	1,800,000	0	1,001	1,001
Townsite Intersection (C/F)	2015	572,977	0	0	0
Northmore Street Patch and Reseal	017S	11,500	0	0	0
Cheetham Way Reseal	018S	22,000	0	0	0
Longhurst Street Improvements	G136	90,000	0	0	0
Dual Use Footpath - Currall Street	2018	146,000	0	0	0
		4,046,965	0	1,001	1,001
Other Infrastructure					
Narembeen Bowling Club Resurfacing (C/F)	2046	110,441	0	0	0
Apex Park Precinct Upgrade	2061	647,000	0	0	0
Town Dam Fencing	2070	30,000	0	0	0
Grant Funded Projects		546,000	0	0	0
		1,333,441	0	0	0
TOTALS		6,537,406	4,000	1,139	-2,861

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2020

NOTE 6
GRANTS AND CONTRIBUTIONS

Grants and Contributions

	Current				
	Annual Budget	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Operating grants, subsidies and contributions					
General Purpose funding					
Financial Assistance Grant Operating (LG Grants Commission) - Income	640,820	640,820	0	0	0
Financial Assistance Grant Funding - Roads (LG Grants Com) - Income	446,234	446,234	0	0	0
	1,087,054	1,087,054	0	0	0
Law, order and public safety					
Emergency Services Levy (ESL) Contribution (DFES) - Income	4,000	4,000	333	0	(333)
Bush Fire Brigade Operating Grant (DFES) - Income	12,000	12,000	0	0	0
	16,000	16,000	333	0	-333
Community Amenities					
CRC Grants and Contributions	128,650	128,650	1,292	40,075	38,783
	128,650	128,650	1,292	40,075	38,783
Recreation and Culture					
Rec & Sport - Other Income	30,000	30,000	0	0	0
Library - Income	5,000	5,000	417	0	(417)
	30,000	30,000	0	0	0
Transport					
Direct Grant Funding (Main Roads) - Income	198,000	198,000	0	0	0
	198,000	198,000	0	0	0
Capital Acquisitions					
Economic Services					
Grant Funding - Skeleton Weed Program (DAFWA) - Income	231,000	231,000	0	0	0
	231,000	231,000	0	0	0
Operating grants, subsidies and contributions Total	1,695,704	1,695,704	2,042	40,075	38,033
Non-operating grants, subsidies and contributions					
General Purpose Funding					
Infrastructure Funding	546,000	546,000	0	0	0
	546,000	546,000	0	0	0
Recreation and Culture					
Drought Funding	500,000	500,000	0	0	0
	500,000	500,000	0	0	0
Transport					
Regional Road Group Funding (Main Roads) - Income	337,252	337,252	0	0	0
Roads to Recovery Funding (FDoT) - Income	500,000	500,000	0	0	0
Black Spot Funding - Income	572,977	572,977	0	0	0
Footpath Grants	73,000	73,000	0	0	0
Wheatbelt Secondary Freight Network	2,039,955	2,039,955	0	0	0
	3,523,184	3,523,184	0	0	0
Non-operating grants, subsidies and contributions Total	4,569,184	4,569,184	0	0	0
Grand Total	6,264,888	6,264,888	2,042	40,075	38,033

KEY INFORMATION

Shire of Narembeen
Bank Reconciliation - July 2020

	<u>Municipal</u>	<u>Reserves</u>	<u>Trust</u>
BW account #	5347926	5347900	5347934
GL Account #	11590100	1595500	1591000
Balance as per GL Cash at Bank GEN	\$ 1,845,789.83	\$ 2,801,414.89	\$ 8,501.16
Plus			
Unpresented Cheques/EFT	0.00		\$ -
Outstanding as per Synergy report	0.00	0.00	0.00
PLUS			
31/07 Banking not deposited shire	(17,761.27)		
30/07 Banking not deposited	(81.20)		
30/07 Banking not deposited CRC	(1,636.05)		
Posted in August	(1,570.00)		
Under Review	(268.50)		
TOTAL	(21,317.02)	0.00	0.00
Total	\$ 1,824,472.81	\$ 2,801,414.89	\$ 8,501.16
Balance as per BW Statement	\$ 1,824,472.81	\$ 2,801,414.89	\$ 8,501.16
Difference	\$ -	\$ -	\$ -

OUTSTANDING CHEQUES

Muni

\$ -

Trust

\$ -

Prepared By: Rachael Moore

Checked By: EMCS

Signed: _____

Signed: 

Date: _____

Date: 11/8/2020