

**MINUTES
ORDINARY COUNCIL MEETING**

26 APRIL 2016

**COUNCIL CHAMBERS
THE TOWN OF NARROGIN
89 EARL STREET
NARROGIN WA 6312**

Meaning of and CAUTION concerning Council's "In Principle" support:


When Council uses this expression it means that: (a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and (b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.

Disclaimer:

"Warning - Verbal Information & Advice: Given the inherent unreliability and uncertainty that surrounds verbal communication, the Town strongly recommends that, if a matter is of importance to you, then you should NOT act upon or otherwise rely upon any VERBAL information or advice you receive from the Town unless it is first confirmed in writing."

These minutes were confirmed at the Ordinary Council Meeting held on 10 May 2016

Signed:  Date 10/5/16
(Presiding Member at the meeting at which minutes were confirmed)

Council Minutes are 'Unconfirmed' until they have been adopted at the following meeting of Council.

**ORDINARY COUNCIL MEETING MINUTES
26 APRIL 2016**

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

7.33 pm – Mayor Ballard declared the meeting open.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members

Mayor L Ballard
Deputy Mayor Cr A Paternoster
Cr C Bartron
Cr C Ward
Cr J McKenzie
Cr M Kain
Cr D Russell
Cr P Schutz

Staff

Mr A Cook – Chief Executive Officer
Mr A Awang – Executive Manager Development & Regulator Services
Mr C Bastow – Director Corporate and Community Services
Mr T Evans – Executive Manager Technical Services
Ms C Thompson – Executive Assistant

Apologies

Cr M Fisher

Visitors

Mrs F Page
Mr M Page

3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA

Mr Cook declared an interest in item 10.2.047. The nature of his interest was ‘interest through persons “closely associated”’.

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

7.34 pm – Public question time commenced. There were no questions from the Public in attendance, however a request was received in writing from Mr B Seale, Narrogin Motel which was read to the Elected Members, by the Mayor, as follows:

1. Question received

Will council edit the report as tabled at item 10.2.048 to add to the first sentence under the comments section reference to the fact that by not executing this agreement does not prevent further lending from other institutions?

Summary of Response

The CEO responded that it is appropriate that this request be considered when the item is discussed by Council.

2. Question

Also under this same item, will council provide the proposed/anticipated disadvantages associated with this item?

Summary of Response

The CEO responded that the officer did report on the disadvantages being that of higher interest rates, the question is noted and can be discussed by Council when the agenda item is considered.

7.35 pm – The Presiding Person declared Public Question Time closed and noted that no questions have been taken on notice.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

COUNCIL RESOLUTION 0416.047 AND OFFICER'S RECOMMENDATION

Moved: Cr Russell

Seconded: Cr Ward

That Council:

Accept the minutes of the Ordinary Council Meeting held 12 April 2016 and be confirmed as an accurate record of proceedings.

CARRIED 8/0

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

9. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil

10. MATTERS WHICH REQUIRE DECISIONS

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10.1 DEVELOPMENT AND TECHNICAL SERVICES

Nil reports

10.2 CORPORATE AND COMMUNITY SERVICES

10.2.044 LIST OF ACCOUNTS FOR ENDORSEMENT – MARCH 2016

File Reference: 12.1.1
Disclosure of Interest: Nil
Applicant: Nil
Previous Item Nos: Nil
Date: 20 April 2016
Author: Tienneke Lester Finance Officer - Accounts

Attachments

- List of Accounts for Endorsement March 2016

Summary

Council is requested to endorse the payments as presented in the List of Accounts for Endorsement – March 2016.

Background

Pursuant to Section 6.8 (2)(b) of the *Local Government Act 1995*, where expenditure has been incurred by a local government it is to be reported to the next ordinary meeting of Council.

Comment

The attached "List of Accounts for Endorsement – March 2016" is presented to Council for endorsement. Below is a summary of activity.

Total Creditor Payments March 2016	\$890,956.49
Total Payroll Payments March 2016	\$185,707.37
Total Payments March 2016	\$1,076,663.86
Percentage paid by EFT March 2016	80%
Percentage paid by Cheque March 2016	3%
Percentage paid by Payroll March 2016	17%
Percentage of Local Suppliers & Wages paid March 2016	36%
Dollar Value spent with Local Suppliers March 2016	\$201,342.73
Percentage of Non-Local Suppliers March 2016	64%

Please note 'F' is fully funded, 'PF' is partially funded, 'R' is reimbursements and 'I' is insurance claims.

Consultation

Rhona Hawkins, Manager of Finance

Statutory Environment

Local Government Financial Regulations (1996) (as amended) 22, 32, and 34 apply.

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2015/16 Annual Budget, or resulting from a Council Motion for a budget amendment.

Strategic Implications

Nil

Voting Requirements

Simple Majority

COUNCIL RESOLUTION 0416.056 AND OFFICER'S RECOMMENDATION

Moved: Cr Bartron

Seconded: Cr Kain

That Council:

Endorse the payments as presented in the List of Accounts for Endorsement for the month of March 2016 for the Municipal Fund totalling \$1,076,663.86.

CARRIED 8/0

List of Accounts for Endorsement March 2016

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
1	EFT5192	04/03/2016	Best Office Systems	ADMIN PHOTOCOPIER Black and Colour Copies 23/01/16	-963.95	L	
2	EFT5193	04/03/2016	Ray White Narrogin	EMDRS WATER February 2016	-144.11	L	
3	EFT5194	04/03/2016	Coles Supermarket	COLES Various Department February 2016	-1527.08	L	PF
4	EFT5195	04/03/2016	Narrogin Fruit Market	ROAD MAINTENANCE 35 Lunches 28/02/16	-20.00	L	
5	EFT5196	04/03/2016	Courier Australia	FREIGHT Various Department 12/02/16	-40.46		PF
6	EFT5197	04/03/2016	Frank Weston & Co	CLAYTON ROAD DEPOT Maintenance 09/02/16	-429.14	L	
7	EFT5198	04/03/2016	Parrys Pty Ltd	WORKS UNIFORMS PPE Hat	-42.50	L	

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
8	EFT5199	04/03/2016	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust	AGED DISABILITY ACCESS UPGRADE Construction of New Concrete Footpath Fathom Street from Johnson to Glyde Street	-11896.50	L	F
9	EFT5200	04/03/2016	ARTS Narrogin Incorporated	OTHCUL ARTS Mothers' Day Dryandra Country Food and Wine Trail 2016	-2200.00	L	
10	EFT5201	04/03/2016	DFES Department of Fire & Emergency Services	FESA ESL LIABILITY 3rd quarter 2015/2016	-52380.24		F
11	EFT5202	04/03/2016	Road Signs Australia - Bibby Financial Services Australia Pty Ltd	NHC SIGNAGE No Parking, Pick up and Drop Off only	-52.80		F
12	EFT5203	04/03/2016	Colin John Bastow	NGNO Holden Cruze JH 2015 (MLC) (P4) Reimbursement for Fuel	-178.66		
13	EFT5204	04/03/2016	Narrogin Newsagency	ADMIN Stationery and Photocopier February 2016	-83.53	L	
14	EFT5205	04/03/2016	Narrogin Electrical Services	NCP UPGRADE Electrical Works	-1972.64	L	
15	EFT5206	04/03/2016	Thing-A-Me-Bobs	ADMIN GENERAL Christmas Office Decorations	-74.89	L	
16	EFT5207	04/03/2016	Narrogin Liquor Store	OTHGOV REFRESHMENT Council Meeting	-146.97	L	
17	EFT5208	04/03/2016	Ixom Operations Pty Ltd	WWTP CHLORINE 920kg 24/02/2016	-2691.70		
18	EFT5209	04/03/2016	RJ Smith Engineering	ADMIN WATER 15lt x 8 Bottle 16/02/16	-136.00	L	
19	EFT5210	04/03/2016	Shire of Wagin	REGIONAL REFUSED PROJECT Contribution	-5500.00		
20	EFT5211	04/03/2016	CY O'Connor Institute	NHC TRAINING Certificate III in Aged Care (Marianne Gill)	-91.42		F
21	EFT5212	04/03/2016	Goodyear Dunlop Tyres Pty Ltd	1AEK763 1991 Hino Roadsweeper (WORKS) (P24) 2 New Tyres and Fitting	-1065.72		
22	EFT5213	04/03/2016	Shire of Narrogin	DCCS HOUSING RENTAL 13 Hough St 05/02/16 - 30/06/16	-7419.71	L	
23	EFT5214	04/03/2016	Ashley Blyth Tree Lopping	OTHCUL CHRISTMAS LIGHTS Remove lights from Mackie Park	-704.00	L	
24	EFT5215	04/03/2016	New Security Installations Pty Ltd	ADMIN SECURITY Alarm Monitoring Annual Charge 24/03/16 - 23/03/17	-886.60		
25	EFT5216	04/03/2016	Narrogin Boilermakers	WORKS UNIFORMS 2x Shirts, Pants and a Hat (Ciara Taylor)	-176.00	L	
26	EFT5217	04/03/2016	Narrogin Chamber of Commerce	COUNCIL DONATION Yarloop Fire Victims Vouchers	-1100.00	L	
27	EFT5218	04/03/2016	Bob Waddell	OTHGOV MERGER Consulting Assistant with System Configuration as per Quote	-3894.00		F
28	EFT5219	04/03/2016	P.H & K.E Gow	FORREST STREET Detailed Survey Pick up of Forrest St/Narrakine Rd Intersection and Forrest Street from Olden to Glyde St (including both intersections)	-1815.00	L	F
29	EFT5220	04/03/2016	Earl Street Surgery	WORKS STAFF Medical Pre-Employment (Keenan Wenning)	-132.00	L	
30	EFT5221	04/03/2016	Crevet Pipelines	WWTP MAINTENANCE Gearbolts	-659.29		
31	EFT5222	04/03/2016	YMCA of Perth Inc	NRLC YMCA Subsidy for January 2016	-23118.06		
32	EFT5223	04/03/2016	Quick Corporate	ADMIN STATIONERY Freight 23/11/15	-13.20		
33	EFT5224	04/03/2016	Enlocus Pty Ltd	SKATE PARK Phase 4 Finalised Concept Design (75% Complete)	-3300.00		F
34	EFT5225	04/03/2016	AMPAC Debt Recovery Pty Ltd	RATES DEBT COLLECTION Ampac Expenses February 2016	-2913.82		

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
35	EFT5226	04/03/2016	Narrogin Joinery	OTHCUL ART STORAGE Partitions in NEXIS Gallery	-2156.00	L	PF
36	EFT5227	11/03/2016	Easifleet	EMPLOYEE COSTS Novated Lease Toni Reitmajer	-882.05		R
37	EFT5228	11/03/2016	Best Office Systems	NHC PHOTOCOPIER Black and Colour Copies 23/01/16	-227.60	L	F
38	EFT5229	11/03/2016	Great Southern Fuels	Monthly Fuel Account Various Department February 2016	-5697.97	L	PF
39	EFT5230	11/03/2016	Courier Australia	FREIGHT Various Department 19/02/16	-193.96		
40	EFT5231	11/03/2016	Narrogin Auto Electrics	NGN417 Mitsubishi Triton Ute (Ranger) (P7) Installation of UHF Radio	-93.50	L	
41	EFT5232	11/03/2016	Knightline Computers	NHC MAINTENANCE Diagnosed Network Issue Cryptolocker virus. Took equipment back to Knightline for assessment, SMSServer, HACSMS, offsite backups and NAS backup. SMS Server appeared to be main point of corruption.	-1444.00	L	F
42	EFT5233	11/03/2016	WA Rangers Association	ANIMAL UNIFORMS 2x Ranger shirts (Noel)	-72.10		
43	EFT5234	11/03/2016	Anderson, Munro & Wyllie.	OTHGOV AUDIT Road to Recovery Completion Year Ending June 2015	-770.00		
44	EFT5235	11/03/2016	Geoff Perkins Farm Machinery Centre	NHC FUEL Chainsaw and Whipper Sniper Oil Products	-136.24	L	F
45	EFT5236	11/03/2016	Narrogin Newsagency	LIBRARY NEWSPAPER February 2016	-24.00	L	
46	EFT5237	11/03/2016	Narrogin Electrical Services	LIBRARY MAINTENANCE Check Telephone Cable	-93.50	L	
47	EFT5238	11/03/2016	Mechanical & Diesel Services	NGN11555 Renault Kangoo (NHC) (P15) Fixing Timing Belt and Check Engine Fault	-3336.85	L	F
48	EFT5239	11/03/2016	Great Southern Waste Disposal	REFUSE COLLECTION February 2016	-48769.81	L	
49	EFT5240	11/03/2016	RJ Smith Engineering	LIBRARY WATER 15lt x 5 Bottle 15/01/16	-85.00	L	
50	EFT5241	11/03/2016	P & F Kulker Building Contractors	BOWLING CLUB UPGRADE Install Retaining Walls and Steps	-33145.50	L	
51	EFT5242	11/03/2016	Shire of Narrogin	SIGNS PARKING Disabled Sign Supply	-50.60	L	
52	EFT5243	11/03/2016	Narrogin Freightlines	FOOTPATH MAINTENANCE 3 Packs of Bricks and Fuel Levy Supply	-1547.19	L	
53	EFT5244	11/03/2016	Alexander Planning Consultants	NRLC CONSULTANCY Concept Plan for Swimming Pool Complex	-825.00		
54	EFT5245	11/03/2016	YMCA of Perth Inc.	NRLC YMCA Subsidy for February 2016	-23118.06		
55	EFT5246	11/03/2016	Maggie Signs & Decals	OTHGOV MERGER Advertising Corflute Sign for new logo promotion	-98.00	L	F
56	EFT5247	11/03/2016	Quick Corporate	NHC STATIONERY February 2016	-1491.29		F
57	EFT5248	11/03/2016	Fegan Building Surveying	BUILDING Contract Building Surveyor Certificate of Design Compliance x 7	-2491.50		
58	EFT5249	11/03/2016	Rylan Pty Ltd	KERBING Install and Supply Daghish, Argus, Havelock Street, and Admin Carpark	-62885.57		F
59	EFT5250	11/03/2016	Conway Highbury Pty Ltd	OTHGOV MERGER Consultancy Service and Travel Allowance February 2016	-18663.45		F

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
60	EFT5251	11/03/2016	Howard & Heaver Pty Ltd T/as H & H Architects	TOWNSCAPE Plan Grant Expenditure to Consultant Architect	-2970.00		F
61	EFT5252	11/03/2016	Verso Consulting Pty Ltd	AGEDOTHER Housing Needs Analysis for the MOU Group	-19800.00		
62	EFT5253	11/03/2016	Gray Design Space	OTHCUL GRANT LOTTERYWEST ART STORAGE 30% Progress Payment for Manufacture, Installation and Supply 30x30mm Duragal RHS Panel Construction with 50x50x5mm Galvanised Weldmesh for Art Hanging 75x50mm Duragal RHS Rail / Brace Construction for Awning Structure	-11374.44		
63	EFT5254	11/03/2016	Marsh Outdoor Living Centre	NCP MAINTENANCE Supply and Install Colour Bond 2 Door Shed (Cream)	-6500.00		F
64	EFT5255	18/03/2016	Narrogin Hire & Reticulation	GENERAL MAINTENANCE Various Place 04/02/16	-1653.53	L	
65	EFT5256	18/03/2016	Ray White Narrogin	DTES STAFF HOUSING RENTAL 46 Doney Street 02/03/16 - 29/03/16	-1200.00	L	
66	EFT5257	18/03/2016	Narrogin Packaging	Public Toilet Cleaning Products 18/02/16	-1089.05	L	
67	EFT5258	18/03/2016	Narrogin Fruit Market	OTHGOV REFRESHMENT Townscape Consultant Lunch 10/02/16	-97.80	L	
68	EFT5259	18/03/2016	Courier Australia	HEALTH FREIGHT 01-03/02/16	-26.94		
69	EFT5260	18/03/2016	Narrogin Retravision	DEPOT EQUIPMENT Water Heater for Shire depot	-949.00	L	
70	EFT5261	18/03/2016	Narrogin Electrical Appliance Testing	LIBRARY MAINTENANCE Testing and Tagging Electrical Appliances	-440.00	L	
71	EFT5262	18/03/2016	Knightline Computers	NHC IT Resolve Email Issue and NCP IT Install Cable for Free Wi-Fi Service	-865.00	L	F
72	EFT5263	18/03/2016	MAKIT Narrogin Hardware	HARDWARE Various Department 09/02/16	-888.92	L	
73	EFT5264	18/03/2016	Frank Weston & Co	SIGNS ADVERTISING 5 x Metal Sheets for Public Advertisement Stakes	-142.98	L	
74	EFT5265	18/03/2016	Landgate	ADMIN IT Slip Annual Service & Licensing Fee	-2584.63		
75	EFT5266	18/03/2016	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust	AGED ACCESS DISABILITY UPGRADE William Road Footpaths and Driveway	-2750.00	L	F
76	EFT5267	18/03/2016	Greenline Ag Pty Ltd	JOHN DEERE X320 Ride on Mower (Unlicensed) (P39) Supply New Catcher Unit	-752.24		
77	EFT5268	18/03/2016	Ballards of Narrogin	CARPARK UPGRADE Garden Beds Mulch for Admin Carpark	-1350.00	L	F
78	EFT5269	18/03/2016	Narrogin Electrical Services	TOWN HALL MAINTENANCE Repair Broken Light at Narrogin Town Hall	-112.75	L	
79	EFT5270	18/03/2016	Thing-A-Me-Bobs	ADMIN STATIONERY 2 x Padlock for Tender Box	-4.99	L	
80	EFT5271	18/03/2016	Duke of York Hotel	ROAD MAINTENANCE Refreshments	-55.00	L	
81	EFT5272	18/03/2016	Allans Bobcat and Truck Hire	CEMETERY Grave Digging 2 x	-880.00	L	
82	EFT5273	18/03/2016	Mechanical & Diesel Services	NGN12070 Mower Catcher Trailer (WORKS) (P29) Repair Slasher and NGN11845 Toro JD (MOWER) (P45) Carry Out Service	-3347.19	L	

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
83	EFT5274	18/03/2016	QUBE Logistics	WWTP FREIGHT Chlorine 920kg 28/02/16	-881.90		
84	EFT5275	18/03/2016	Great Southern Towing	OLOPS TOWAGE Abandoned Vehicle From Fox St to White Road Pound	-88.00	L	
85	EFT5276	18/03/2016	Farmworks Rural Pty Ltd	VERGE MAINTENANCE Chemical and Roundup for Weed Control	-492.80	L	
86	EFT5277	18/03/2016	Wormald	LIBRARY FIRE EQUIPMENT Service January 2016	-82.50		
87	EFT5278	18/03/2016	Cailles Gas Services	NCP MAINTENANCE Check HWS Laundry East Block	-95.00		
88	EFT5279	18/03/2016	Bob Waddell	OTHGOV MERGER Consulting Assistant with System Configurations per Quote	-2937.00		F
89	EFT5280	18/03/2016	OCLC (UK) Ltd	LIBRARY IT AMLIB Annual Maintenance	-2746.84		
90	EFT5281	18/03/2016	Infinite Energy - Efficient Homes Australia Pty Ltd	LIBRARY SOLAR POWER & HEATING Winaico Panels Installation as per quote	-21603.00		F
91	EFT5282	18/03/2016	All Services Roads	ROAD MAINTENANCE Inspection of Bridges as per quote and Travel Fee	-244.75		
92	EFT5283	18/03/2016	Market Creations Pty Ltd	Various Department IT Office 365 Subscription	-1013.54		
93	EFT5284	18/03/2016	Marketforce Pty Ltd	ADMIN ADVERTISING WA 10/02/16 Senior Finance Officer	-958.75		
94	EFT5285	18/03/2016	Belvedere Nursery	VERGE PLANTS Natives Plants for Admin Carpark	-407.05	L	F
95	EFT5286	18/03/2016	Narrogin Floral Studio	MEMBERS COUNCIL CONGRATULATORY Flowers to L & P Schutz	-60.00	L	
96	EFT5287	18/03/2016	Alexander Planning Consultants	NRLC CONSULTANCY Concept plans for Swimming Pool Complex	-4317.50		
97	EFT5288	18/03/2016	Reface Industries Pty Ltd	LIB GENERAL Consumables Disc Cleaning	-297.35		
98	EFT5289	18/03/2016	Quick Corporate	ADMIN STATIONERY March 2016	-1136.58		
99	EFT5290	18/03/2016	Allworks Civil	ADMIN CARPARK UPGRADE Line Marking Paint and New Asphalt Surface	-1084.95		F
100	EFT5291	18/03/2016	BOC Limited	DEPOT BOC Annual Container Service 27/02/16	-129.40		
101	EFT5292	18/03/2016	Talis Consulting's Pty Ltd Atf Talis Unit Trust	OTHGOV MERGER Data Capture and 15 Year Works Program Sealed and Unsealed Road Network	-11440.00		F
102	EFT5293	18/03/2016	Mallee River Enterprises	HEALTH ACCOMMODATION Mosquito Management Training Course (Shiralee L)	-480.00		
103	EFT5294	18/03/2016	Bks Electrical	ADMIN ELECTRICAL Install 2way lighting in CEO Office	-543.59	L	
104	EFT5295	18/03/2016	Gray Design Space	OTHCUL GRANT LOTTERYWEST ART STORAGE 30% progress payment for Manufacture, Installation and Supply 30x30mm Duragal RHS Panel Construction with 50x50x5mm Galvanised Weldmesh for Art Hanging	-11374.44		PF
105	EFT5296	18/03/2016	Preservation Australia Pty Ltd	LIBRARY STATIONERY January 2016	-277.00		
106	EFT5297	18/03/2016	Bitutek Pty Ltd	Bituman Works Supply, Spray and Reseal Various Streets	-134511.63		F
107	EFT5298	18/03/2016	Guardian Tactile Systems Pty Ltd	AGED DISABILITY ACCESS UPGRADE Terracotta Tiles, D Primer and Freight	-1722.79		F

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
108	EFT5299	18/03/2016	State Library of Queensland	LIBRARY STATIONERY Children Activity Stickers	-37.95		
109	EFT5300	24/03/2016	Department of Human Services	Payroll deductions	-854.16		
110	EFT5301	24/03/2016	Easifleet	EMPLOYEE COSTS Novated Lease Toni Reitmajer	-882.05		R
111	EFT5302	24/03/2016	Commandacom.	ADMIN TELEPHONE System Rental 27/04/16 - 27/07/16	-1646.70		
112	EFT5303	24/03/2016	Aaron Joseph Cook	REIMBURSEMENT CEO Contractual Rent March 2016	-2000.00	L	
113	EFT5304	24/03/2016	Best Office Systems	WORKS PHOTOCOPIER New Printer for Depot	-549.00	L	
114	EFT5305	24/03/2016	Narrogin Retravisoin	TOWN HALL MAINTENANCE Replacement Entrance Light Globes	-42.00	L	
115	EFT5306	24/03/2016	Knightline Computers	ADMIN - NHC IT Monthly Backup Checks for January 2016	-720.00	L	F
116	EFT5307	24/03/2016	Cafe 27	COUNCIL CATERING Meeting 22/3/16	-330.00	L	
117	EFT5308	24/03/2016	Susan Farrell	COUNCIL LAUNDRY Linen 15/03/16	-50.00	L	
118	EFT5309	24/03/2016	Narrogin Agricultural Repairs	SMALL PLANT (P38) Mower New Blades	-44.00	L	
119	EFT5310	24/03/2016	Ballards of Narrogin	ANIMAL POUND Dog Food 20kg	-70.00	L	
120	EFT5311	24/03/2016	Colin John Bastow	ONGN Holden Captiva (DCCS) (P5) Reimbursement of Fuel	-71.00		R
121	EFT5312	24/03/2016	Narrogin Electrical Services	ADMIN BUILDING MAINTENANCE Repair Lights and Toilet Fan	-1058.21	L	
122	EFT5313	24/03/2016	RJ Smith Engineering	LIBRARY WATER 15lt x 5 Bottles 08/03/16	-85.00	L	
123	EFT5314	24/03/2016	Public Transport Authority	TRANSWA TICKETS February 2016	-981.10		R
124	EFT5315	24/03/2016	Super Civil PTY LTD	CLAYTON ROAD OVAL UPGRADE Asphalt and Kerbing	-14140.00		
125	EFT5316	24/03/2016	Octave Holdings Pty Ltd T/as Narrogin Toyota	NGN219 Toyota Camry (NHC) (PA014C) and TRADE IN Toyota Camry (NHC) (PRO29)	-9617.78	L	F
126	EFT5317	24/03/2016	Ashley Blyth Tree Lopping	TREE PRUNING for Western Power, Lop, Remove and Grinding Trees from Fathom, Glyde and 52 Havelock Street	-4591.40	L	
127	EFT5318	24/03/2016	Bob Waddell	OTHGOV MERGER Consulting Assistant with System Configuration	-2112.00		F
128	EFT5319	24/03/2016	Upper Great Southern Junior Hockey Association	NRLC KIDSPORT VOUCHERS x 11	-1500.00		F
129	EFT5320	24/03/2016	Market Creations Pty Ltd	Various Department IT Migration Cost for Office 365	-8563.50		PF
130	EFT5321	24/03/2016	CY O'Connor Institute Narrogin Campus	ADMIN and WORKS Excel Training for 3 Persons	-447.33		
131	EFT5322	24/03/2016	Earl Street Surgery	LIBRARY MEDICAL Pre-Employment for Belinda Jane (18/03/16)	-132.00	L	
132	EFT5323	24/03/2016	Upper Great Southern Family Support Association Inc.	ADMIN ARCHIVE DISPOSAL 19/11/15	-2076.80		
133	EFT5324	24/03/2016	Fegan Building Surveying	BUILDING Contract Building Surveyor Certificate of Design Compliance	-1295.00		
134	EFT5325	24/03/2016	YMCA Perth - Narrogin Leisure Centre	NRLC KIDSPORT VOUCHERS x 2	-220.00		F

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
135	EFT5326	24/03/2016	Narrogin Consultancy Services	LOCAL EMERGENCY MANAGEMENT OFFICER Nov - Dec 2015	-1080.00	L	
136	EFT5327	24/03/2016	Civic Legal	TAFE Site Remediation Works Removal of Asbestos Professional Fees	-226.60		F
137	EFT5328	30/03/2016	Construction Industry Training Fund	BUILDING BCITF Levy February 2016	-368.20		R
138	EFT5329	30/03/2016	Department Of Commerce Building Commission	BUILDING BSL Collections February 2016	-896.00		R
139	EFT5330	31/03/2016	Australia Post	Various Departments Postage February 2016 Mailboxes 2016 Renewal	-1128.75		PF
140	EFT5331	31/03/2016	Leigh Ballard	MAYOR ALLOWANCES 01/01/16 - 31/03/16	-10025.00	L	
141	EFT5332	31/03/2016	Knightline Computers	LIBRARY IT Set Up Workroom Computers	-44.00	L	
142	EFT5333	31/03/2016	State Library of Western Australia	LIBRARY FREIGHT Recoup State Library 2015 - 16 Financial Year	-1169.16		
143	EFT5334	31/03/2016	Hancocks Home Hardware	NHC GENERAL Padlock for Shed	-100.00	L	F
144	EFT5335	31/03/2016	Narrogin Meals On Wheels	NHC MOW x 321 February 2016	-558.54	L	F
145	EFT5336	31/03/2016	Narrogin Newsagency	LIBRARY NEWSPAPERS 29/02/16 - 24/03/16	-107.43	L	
146	EFT5337	31/03/2016	Narrogin Electrical Services	ADMIN MAINTENANCE Repair Various Lights	-731.17	L	
147	EFT5338	31/03/2016	David Arthur Russell	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
148	EFT5339	31/03/2016	Arthur Reginald Paternoster	DEPUTY MAYOR ALLOWANCES 01/01/16 - 31/03/16	-3406.22	L	
149	EFT5340	31/03/2016	Jan Elizabeth McKenzie	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
150	EFT5341	31/03/2016	Michael Gerard Kain	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
151	EFT5342	31/03/2016	Narrogin Glass & Quick Fit Windscreens	MACKIE PARK TOILETS MAINTENANCE Repair Broken Window	-294.19	L	
152	EFT5343	31/03/2016	Octave Holdings Pty Ltd T/as Narrogin Toyota	SMALL PLANT (38) New Bar and Chain for Chainsaw	-90.51	L	
153	EFT5344	31/03/2016	Country Paint Supplies	1 EVP 731 Cat Skid Steer Loader (P36) (WORKS) 2 Cans Black Paint	-24.20	L	
154	EFT5345	31/03/2016	Goodyear Dunlop Tyres Pty Ltd	1TOQ338 Gardner Tipper Trailer (57) Tyre for Duel Wheel Trailer	-98.00		
155	EFT5346	31/03/2016	Ashley Blyth Tree Lopping	TREES MAINTENANCE Removal of Gnarojin Creeklne Trees	-550.00	L	
156	EFT5347	31/03/2016	Livingstone International Pty Ltd	NHC PPE Apron, Hand Towel and Plastic Shoe Cover	-326.58		F
157	EFT5348	31/03/2016	Bob Waddell	OTHGOV MERGER Consulting Assistant with System Configuration as per quote	-3036.00		F
158	EFT5349	31/03/2016	Market Creations Pty Ltd	ADMIN IT Installation of NAS, Qnap NAS and WD Hard Drives	-3326.64		F
159	EFT5350	31/03/2016	P.H & K.E Gow	GNAROGIN PARK CONTRACTOR Costs for Survey Pick Up, Drafting and Information Search	-1771.00	L	
160	EFT5351	31/03/2016	CY O'Connor Institute Narrogin Campus	ADMIN TRAINING 3 x Excel Books	-111.39	L	

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
161	EFT5352	31/03/2016	Narrogin Pumps Solar And Spraying	SMALL PLANT REPAIR KIT Trigger RL10	-14.05	L	
162	EFT5353	31/03/2016	Paul Marcel Schutz	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
163	EFT5354	31/03/2016	Colin John Ward	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
164	EFT5355	31/03/2016	Covs Parts Pty Ltd	1BBN838 Mitsubishi Side Tipping Truck (WORKS) (P25) Repairs 2x Light Globes	-28.51		
165	EFT5356	31/03/2016	Clive Malcolm Bartron	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
166	EFT5357	31/03/2016	Allworks Civil	NRLC MAINTENANCE Netball Court Line Marking	-880.00		
167	EFT5358	31/03/2016	Narrogin Consultancy Services	LOCAL EMERGENCY MANAGEMENT OFFICER Jan - March 2016	-1560.00	L	
168	EFT5359	31/03/2016	Murray John Fisher	MEMBERS ALLOWANCES 01/01/16 - 31/03/16	-2250.00	L	
169	EFT5360	31/03/2016	Bitutek Pty Ltd	Bituman Works Supply, Spray and Reseal Various Streets	-89369.28		F
170	DD1360.1	03/03/2016	Synergy	ADMIN ELECTRICITY Nov - Dec 2015	-1354.23		
171	DD1385.1	18/03/2016	Synergy	ELECTRICITY Various Department Jan - Mar 2016	-27165.22		PF
172	DD1386.1	18/03/2016	Telstra	TELEPHONE Landline Various March 2016	-2267.78		PF
173	DD1395.1	23/03/2016	Australian Taxation Office	BAS February 2016	-43409.70		
174	DD1397.1	24/03/2016	Water Corporation	SHOPS FEDERAL STREET WATER March - April 2016	-179.10		
175	45331	18/03/2016	Town of Narrogin - Petty Cash-Admin	REIMBURSEMENT Admin Petty Cash 29/01/16 - 15/03/16	-279.00		
176	45332	18/03/2016	Howard & Heaver Pty Ltd T/as H & H Architects	TOWNSCAPE Plan Grant expenditure to Consultant Architect	-29189.90		F
177	45333	24/03/2016	Narrogin Homecare - Petty Cash	NHC Petty Cash February 2016	-210.00	L	R
178	45334	24/03/2016	Town Of Narrogin	TRANSWA COMMISSION February 2016	-190.40		
179	45335	30/03/2016	Town Of Narrogin	BUILDING BCITF Commission February 2016	-16.50	L	
180	45336	31/03/2016	Town of Narrogin - Petty Cash-Admin	REIMBURSEMENT Petty Cash CATS meal allowance Jan/Feb 2016	-375.00		R
181	45337	31/03/2016	Christine Anne Gorton	Rates refund for assessment A263500 10 Lewis Street NARROGIN WA 6312	-301.71	L	
182	DD1390.1	23/03/2016	AustralianSuper	Superannuation contributions	-384.59		
183	DD1390.2	23/03/2016	Commonwealth Bank	Superannuation contributions	-286.83		
184	DD1390.3	23/03/2016	BT Super For Life	Superannuation contributions	-43.18		
185	DD1390.4	23/03/2016	MLC Nominees	Payroll deductions	-271.00		
186	DD1390.5	23/03/2016	BT Super For Life	Superannuation contributions	-218.20		
187	DD1390.6	23/03/2016	Onepath Custodians Pty Ltd	Superannuation contributions	-158.91		
188	DD1390.7	23/03/2016	Sunsuper	Superannuation contributions	-228.37		
189	DD1390.8	23/03/2016	MLC MasterKey	Superannuation contributions	-173.56		
190	DD1390.9	23/03/2016	A.N.Z. Australian Staff Superannuation Scheme	Superannuation contributions	-171.20		
191	DD1391.1	09/03/2016	AustralianSuper	Superannuation contributions	-422.59		

	Chq/EFT	Date	Name	Description	Amount	Type	Fund
192	DD1391.2	09/03/2016	BT Super For Life	Superannuation contributions	-283.83		
193	DD1391.3	09/03/2016	Onepath Custodians Pty Ltd	Superannuation contributions	-158.91		
194	DD1391.4	09/03/2016	Sunsuper	Superannuation contributions	-228.37		
195	DD1391.5	09/03/2016	MLC MasterKey	Superannuation contributions	-173.56		
196	DD1391.6	09/03/2016	A.N.Z. Australian Staff Superannuation Scheme	Superannuation contributions	-137.41		
197	DD1391.7	09/03/2016	Care Super	Superannuation contributions	-116.84		
198	DD1391.8	09/03/2016	Colonial First State	Superannuation contributions	-183.71		
199	DD1391.9	09/03/2016	Media Super	Superannuation contributions	-166.25		
200	DD1390.10	23/03/2016	Care Super	Superannuation contributions	-139.70		
201	DD1390.11	23/03/2016	ANZ Super Advantage	Superannuation contributions	-60.96		
202	DD1390.12	23/03/2016	WA Local Government Super Plan	Payroll deductions	-9785.69		
203	DD1390.13	23/03/2016	Colonial First State	Superannuation contributions	-183.71		
204	DD1390.14	23/03/2016	Media Super	Superannuation contributions	-166.25		
205	DD1390.15	23/03/2016	Rest Superannuation	Superannuation contributions	-78.24		
206	DD1390.16	23/03/2016	Qsuper	Superannuation contributions	-79.09		
207	DD1390.17	23/03/2016	Australian Ethical Superannuation	Superannuation contributions	-1312.10		
208	DD1390.18	23/03/2016	St Andrews Retirement Plan	Superannuation contributions	-92.46		
209	DD1390.19	23/03/2016	Rearden Campbell Superannuation Fund	Superannuation contributions	-184.11		
210	DD1390.20	23/03/2016	Colonial First State Investments	Superannuation contributions	-27.94		
211	DD1390.21	23/03/2016	Host Plus	Superannuation contributions	-261.00		
212	DD1390.22	23/03/2016	Concept One the Industry Superannuation Fund	Superannuation contributions	-196.52		
213	DD1390.23	23/03/2016	Hesta Superannuation	Superannuation contributions	-102.62		
214	DD1391.10	09/03/2016	Qsuper	Superannuation contributions	-109.01		
215	DD1391.11	09/03/2016	WA Local Government Super Plan	Payroll deductions	-9711.38		
216	DD1391.12	09/03/2016	Australian Ethical Superannuation	Superannuation contributions	-1312.10		
217	DD1391.13	09/03/2016	MLC Nominees	Superannuation contributions	-271.00		
218	DD1391.14	09/03/2016	Rearden Campbell Superannuation Fund	Superannuation contributions	-184.11		
219	DD1391.15	09/03/2016	Colonial First State Investments	Superannuation contributions	-66.04		
220	DD1391.16	09/03/2016	Concept One the Industry Superannuation Fund	Superannuation contributions	-196.52		
221	DD1391.17	09/03/2016	Hesta Superannuation	Superannuation contributions	-88.39		
222	DD1391.18	09/03/2016	Commonwealth Bank	Superannuation contributions	-286.83		
					-890956.49		

pay date	Nett Paid
9/03/2016	\$ 94,236.52
23/03/2016	\$ 91,470.85
total	<u>\$185,707.37</u>

Cheque Total	\$30,562.51	3%
EFT Total	\$860,393.98	80%
Payroll Total	\$185,707.37	17%
Total	<u>\$1,076,663.86</u>	

F	Funded
PF	Partially Funded
R	Reimbursement
I	Insurance
PRB	Partially Reimbursement
L	Local Supplier

Local Suppliers	\$201,342.73	19%
Employees	\$185,707.37	17%

10.2.045 MONTHLY FINANCIAL REPORTS - MARCH 2016

File Reference: 12.8.1
Disclosure of Interest: Nil
Applicant: Nil
Previous Item Nos: Nil
Date: 20 April 2016
Author: Rhona Hawkins – Manager Finance

Attachments

- Monthly Financial Report for the period ended 31 March 2016

Background

Council is requested to review the March 2016 Monthly Financial Reports.

Summary

In accordance with *Regulation 34 of the Local Government (Financial Management) Regulations 1996*, the Town is to prepare a monthly Statement of Financial Activity for approval by Council.

Comment

The March 2016 Monthly Financial Reports are presented for review.

Consultation

Colin Bastow, Director of Corporate and Community Services

Statutory Environment

Local Government Financial Regulations (1996) (as amended) 22, 32, and 34 apply.

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2015/16 Annual Budget, or resulting from a Council Motion for a budget amendment.

Strategic Implications

Nil

Voting Requirements

Simple Majority

COUNCIL RESOLUTION 0416.057 AND OFFICER'S RECOMMENDATION

Moved: Cr Ward

Seconded: Cr McKenzie

That Council:

Receive the March 2016 Monthly Financial Reports as presented.

CARRIED 8/0



MONTHLY FINANCIAL REPORT

FOR THE PERIOD ENDED 31 MARCH 2016

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Statement of Financial Activity by Nature and Type

Statement of Financial Activity by Statutory Reporting Program

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

TOWN OF NARROGIN
STATEMENT OF FINANCIAL ACTIVITY
(Nature or Type)
FOR THE PERIOD ENDED 31 MARCH 2016

	Note	Adopted Annual Budget	Revised Annual Budget 4	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) 3	Var. % (b)-(a)/(b) 300%	
Operating Revenues		\$	\$	\$	\$	\$	%	
Grants, Subsidies and Contributions	9	2,314,125	2,314,125	1,731,699	1,929,275	197,576	10%	▲
Profit on Asset Disposal	11	4,130	4,130	3,087	0	(3,087)	(100%)	▼
Fees and Charges		1,404,129	1,404,129	1,223,040	1,332,117	109,077	8%	▼
Interest Earnings		131,800	131,800	98,829	108,983	10,154	9%	▼
Other Revenue		155,000	155,000	116,244	105,551	(10,693)	(10%)	▼
Total (Excluding Rates)		4,009,184	4,009,184	3,172,899	3,475,925	303,026		
Operating Expense								
Employee Costs		(3,930,336)	(3,930,336)	(2,969,193)	(2,657,591)	311,602	12%	▼
Materials and Contracts		(3,724,392)	(3,724,392)	(2,792,236)	(3,122,241)	(330,005)	(11%)	▲
Utilities Charges		(669,822)	(669,822)	(535,427)	(444,692)	90,735	20%	▼
Depreciation (Non-Current Assets)		(1,324,892)	(1,324,892)	(993,609)	(954,091)	39,518	4%	▼
Interest Expenses		(44,846)	(44,846)	(33,624)	(27,946)	5,678	20%	▼
Insurance Expenses		(187,334)	(187,334)	(186,065)	(192,862)	(6,797)	(4%)	▼
Loss on Asset Disposal	11	(63,735)	(63,735)	(47,772)	(60,861)	(13,089)	(22%)	▼
Other Expenditure		(215,034)	(215,034)	(170,869)	(153,569)	17,300	11%	▼
Total		(10,160,390)	(10,160,390)	(7,728,795)	(7,613,854)	114,941		
Funding Balance Adjustment								
Add Back Depreciation		1,324,892	1,324,892	993,609	954,091	(39,518)	(4%)	▼
Adjust (Profit)/Loss on Asset Disposal	11	59,605	59,605	44,685	60,861	16,176	27%	▼
Movement in Leave Reserve (Added Back)		0	0	0	0	0		
Net Operating (Ex. Rates)		(4,766,709)	(4,766,709)	(3,517,602)	(3,122,977)	394,625		
Capital Revenues								
Grants, Subsidies and Contributions	9	869,088	869,088	651,798	5,936,314	5,284,516	89%	▲
Proceeds from Disposal of Assets	11	247,000	247,000	227,000	199,932	(27,068)	(14%)	▼
Proceeds from New Debentures	13	450,000	450,000	450,000	0	(450,000)	(100%)	▼
Proceeds from Sale of Investments		0	0	0	0	0		
Proceeds from Advances		0	0	0	0	0		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	10	2,906,885	2,906,885	0	0	0		
Total		4,472,973	4,472,973	1,328,798	6,136,246	4,807,448		
Capital Expenses								
Land and Buildings	11	(1,247,879)	(1,247,879)	(165,000)	(114,515)	50,485	44%	▼
Plant and Equipment	11	(589,848)	(589,848)	(469,848)	(533,190)	(63,342)	(12%)	▲
Furniture and Equipment	11	(63,000)	(63,000)	(55,000)	(22,663)	32,337	143%	▼
Infrastructure Assets - Roads	11	(459,252)	(459,252)	(459,252)	(257,537)	201,715	78%	▼
Infrastructure Assets - Footpaths	11	(50,000)	(50,000)	(50,000)	0	50,000	100%	▼
Infrastructure Assets - Drainage	11	(50,000)	(50,000)	(50,000)	(15,748)	34,252	217%	▼
Infrastructure Assets - Other	11	(1,308,472)	(1,308,472)	(363,472)	(409,732)	(46,260)	(11%)	▲
Repayment of Debentures	13	(144,809)	(144,809)	(82,686)	(83,469)	(783)	(1%)	▼
Transfer to Reserves	10	(733,990)	(733,990)	(721,484)	0	721,484	100%	▼
Total		(4,647,250)	(4,647,250)	(2,416,742)	(1,436,854)	979,888		
Net Capital		(174,277)	(174,277)	(1,087,944)	4,699,392	5,787,336		
Total Net Operating + Capital		(4,940,986)	(4,940,986)	(4,605,546)	1,576,415	6,181,960		
Rate Revenue		3,293,160	3,293,160	3,292,965	3,238,759	(54,206)	(2%)	
Opening Funding Surplus(Deficit)		1,647,827	1,650,598	1,650,598	1,650,598	0	0%	
Closing Funding Surplus(Deficit)	3	1	2,772	338,018	6,465,772	6,127,755		

TOWN OF NARROGIN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
FOR THE PERIOD ENDED 31 MARCH 2016

	Note	Adopted Annual Budget	Revised Annual Budget 4	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) 3	Var. % (b)-(a)/(b) 300%	Var
Operating Revenues		\$	\$	\$	\$	\$	%	
Governance		5,100	5,100	72	462,319	462,247	100%	▲
General Purpose Funding		783,915	783,915	587,898	625,969	38,071	6%	
Law, Order and Public Safety		31,500	31,500	26,589	37,007	10,418	28%	
Health		7,500	7,500	6,497	4,788	(1,709)	(36%)	
Education and Welfare		1,402,564	1,402,564	1,053,453	6,288,213	5,234,760	83%	▲
Housing		7,800	7,800	5,850	6,000	150	3%	
Community Amenities		974,121	974,121	895,123	908,321	13,198	1%	
Recreation and Culture		922,139	922,139	691,521	349,705	(341,816)	(98%)	▼
Transport		459,156	459,156	344,349	413,638	69,289	17%	▲
Economic Services		231,401	231,401	173,547	205,087	31,540	15%	▲
Other Property and Services		53,076	53,076	39,798	111,191	71,393	64%	▲
Total (Excluding Rates)		4,878,272	4,878,272	3,824,697	9,412,239	5,587,542		
Operating Expense								
Governance		(1,658,132)	(1,658,132)	(1,256,171)	(1,011,371)	244,800	24%	▼
General Purpose Funding		(166,081)	(166,081)	(125,837)	(155,814)	(29,977)	(19%)	▲
Law, Order and Public Safety		(261,860)	(261,860)	(199,487)	(174,225)	25,262	14%	▼
Health		(125,838)	(125,838)	(95,446)	(76,333)	19,113	25%	
Education and Welfare		(1,503,469)	(1,503,469)	(1,135,737)	(2,166,962)	(1,031,225)	(48%)	▲
Housing		0	0	(1,176)	0	1,176	100%	
Community Amenities		(1,261,878)	(1,261,878)	(950,277)	(790,633)	159,644	20%	▼
Recreation and Culture		(2,567,973)	(2,567,973)	(1,971,000)	(1,845,321)	125,679	7%	
Transport		(1,517,366)	(1,517,366)	(1,147,826)	(1,038,240)	109,586	11%	▼
Economic Services		(1,017,699)	(1,017,699)	(765,485)	(463,985)	301,500	65%	▼
Other Property and Services		(80,093)	(80,093)	(80,353)	109,031	189,384	(174%)	
Total		(10,160,390)	(10,160,390)	(7,728,795)	(7,613,853)	114,941		
Funding Balance Adjustment								
Add back Depreciation		1,324,892	1,324,892	993,609	954,091	(39,518)	(4%)	
Adjust (Profit)/Loss on Asset Disposal	10	59,605	59,605	44,685	60,861	16,176	27%	
Movement in Leave Reserve (Added Back)		0	0	0	0	0		
Net Operating (Ex. Rates)		(3,897,621)	(3,897,621)	(2,865,804)	2,813,339	5,679,142		
Capital Revenues								
Proceeds from Disposal of Assets	10	247,000	247,000	227,000	199,932	(27,068)	(14%)	▼
Proceeds from New Debentures	12	450,000	450,000	450,000	0	(450,000)	(100%)	▼
Proceeds from Sale of Investments		0	0	0	0	0		
Proceeds from Advances		0	0	0	0	0		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	9	2,906,885	2,906,885	0	0	0		
Total		3,603,885	3,603,885	677,000	199,932	(477,068)		
Capital Expenses								
Land and Buildings	10	(1,247,879)	(1,247,879)	(165,000)	(114,515)	50,485	44%	▼
Plant and Equipment	10	(589,848)	(589,848)	(469,848)	(533,190)	(63,342)	(12%)	▲
Furniture and Equipment	10	(63,000)	(63,000)	(55,000)	(22,663)	32,337	143%	▼
Infrastructure Assets - Roads	10	(459,252)	(459,252)	(459,252)	(257,537)	201,715	78%	▼
Infrastructure Assets - Footpaths	10	(50,000)	(50,000)	(50,000)	0	50,000	100%	▼
Infrastructure Assets - Drainage	10	(50,000)	(50,000)	(50,000)	(15,748)	34,252	217%	▼
Infrastructure Assets - Other	10	(1,308,472)	(1,308,472)	(363,472)	(409,732)	(46,260)	(11%)	▲
Repayment of Debentures	12	(144,809)	(144,809)	(82,686)	(83,469)	(783)	(1%)	
Transfer to Reserves	9	(733,990)	(733,990)	(721,484)	0	721,484	100%	▼
Total		(4,647,250)	(4,647,250)	(2,416,742)	(1,436,854)	979,888		
Net Capital		(1,043,365)	(1,043,365)	(1,739,742)	(1,236,922)	502,820		
Total Net Operating + Capital		(4,940,986)	(4,940,986)	(4,605,546)	1,576,416	6,181,962		
Rate Revenue		3,293,160	3,293,160	3,292,965	3,238,759	(54,206)	(2%)	
Opening Funding Surplus(Deficit)		1,647,827	1,650,598	1,650,598	1,650,598	0	0%	
Closing Funding Surplus(Deficit)	3	1	2,772	338,018	6,465,773	6,127,756		

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

1. SIGNIFICANT ACCOUNTING POLICIES

financial activity are:

(a) Basis of Accounting

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

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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

Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

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

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

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Land Held for Resale

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

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

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

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

(j) Depreciation of Non-Current Assets

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

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

Buildings	50 to 100 years
Furniture and Equipment	10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets clearing and earthworks construction/road base original surfacing and major re-surfacing - bituminous seals	not depreciated 50 years 20 years
Gravel roads clearing and earthworks construction/road base gravel sheet	not depreciated 50 years 12 years
Formed roads (unsealed) clearing and earthworks construction/road base	not depreciated 50 years
Footpaths - slab	40 years

Capitalisation Threshold

Plant, Property and Equipment (excluding Buildings) items to \$5,000 or greater, and Building and Infrastructure items to \$10,000 or greater.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Trade and Other Payables

provided to the local government prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave,

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

be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

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

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

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

(n) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable capitalised as part of the cost of the particular asset.

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

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

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications (Continued)

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications (Continued)

Interest expenses

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

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

(q) Statement of Objectives

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

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

GOVERNANCE

Members of Council, Civic Functions, Executive Support, Human Resources & Payroll, Security Services, Administration Support, Records Management, Information Technology and Financial Control.

GENERAL PURPOSE FUNDING

All Rate Revenue and Penalties, General Purpose Grant, Pensioners Deferred Rates Grant and Interest Revenue.

LAW, ORDER, PUBLIC SAFETY

Fire Prevention, Animal Control, General Ranger Services, Emergency Services.

HEALTH

Maternal and Infant Health, Preventative Services (Immunisation), Inspections, Pest Control.

HOUSING

The Town does not have any staff or other residential housing.

COMMUNITY AMENITIES

Sanitation Household Refuse, Refuse Site, Sewerage, Protection of the Environment, Town Planning, Cemeteries, Bus Shelters.

RECREATION AND CULTURE

Public Halls and Civic Centres, Aquatic Centre, Beaches, Recreation Grounds (Active and Passive), Arts, Leisure Development, Libraries, Museum, Arts Centre.

TRANSPORT

Road Maintenance, Footpaths, Bridges, Street Trees, Street Lighting, Cycle ways, Vehicle Crossovers, Depots, Parking.

ECONOMIC SERVICES

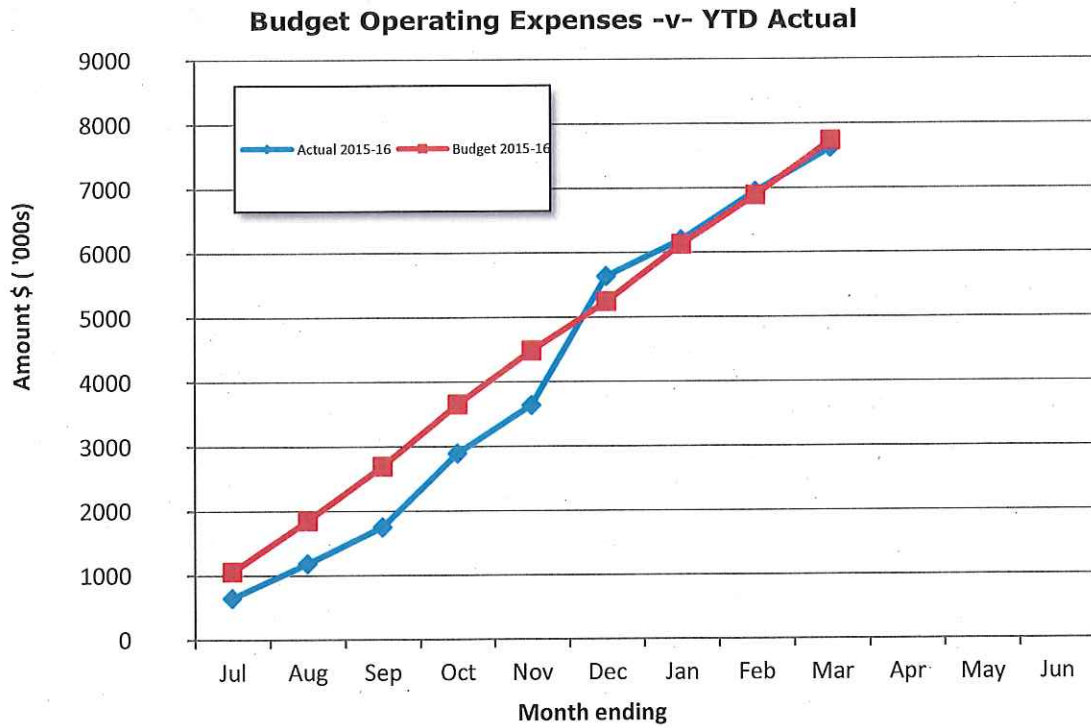
Rural Services, Tourism, Building Control, Economic Development.

OTHER PROPERTY & SERVICES

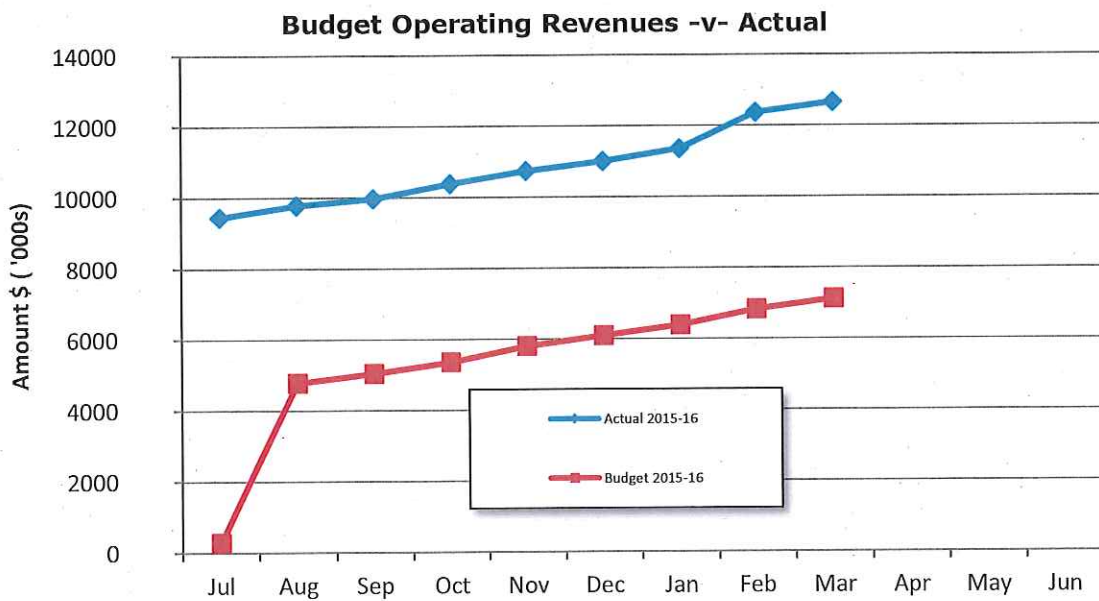
Private Works, Stocks and Miscellaneous Items.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 2 - Graphical Representation - Source Statement of Financial Activity



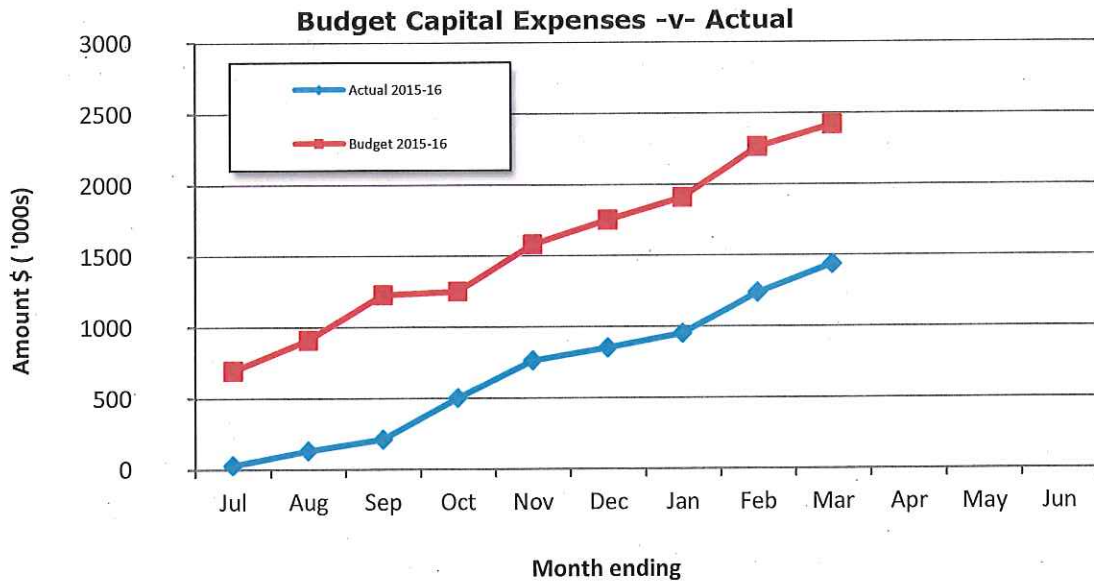
Comments/Notes - Operating Expenses



Comments/Notes - Operating Revenues

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 2 - Graphical Representation - Source Statement of Financial Activity

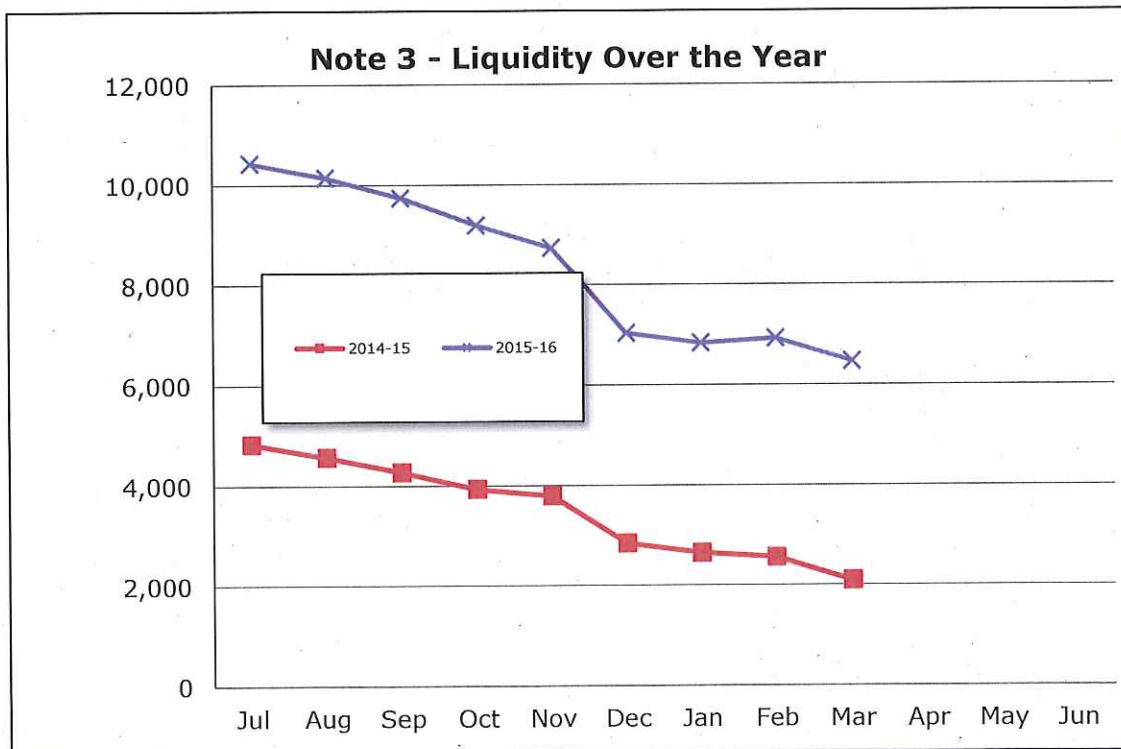


Comments/Notes - Capital Expenses

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 3: SURPLUS/(DEFICIT) POSITION

		Positive=Surplus (Negative=Deficit)		
		31/03/2016	29/02/2016	31/03/2015
Note		This Period	Last Period	Same Period Last Year
		\$	\$	\$
Current Assets				
4	Cash Unrestricted	6,202,664	6,924,460	1,883,680
4	Cash Restricted	4,167,800	4,167,800	2,596,408
7	Receivables - Rates and Rubbish, ESL, Excess Rates	358,944	567,715	469,767
7	Receivables -Other	356,510	233,888	251,578
		11,085,917	11,893,862	5,201,433
Less: Current Liabilities				
	Payables	(330,439)	(678,488)	(303,439)
	Loan Liability	(61,341)	(64,810)	(60,169)
	Provisions	(448,020)	(448,020)	(425,541)
		(839,799)	(1,191,319)	(789,149)
Net Current Asset Position		10,246,117	10,702,543	4,412,284
Less: Cash Restricted		(4,167,800)	(4,167,800)	(2,596,408)
Add Back: Component of Leave Liability not Required to be funded		326,113	326,113	214,342
Add Back: Current Loan Liability		61,341	64,810	60,169
Adjustment for Trust Transactions Within Muni		0	0	0
Net Current Funding Position		6,465,772	6,925,667	2,090,387



Comments - Net Current Funding Position

The Net Current Funding Position above includes Karinya Grant funds of \$3,975,741. The adjusted position is therefore \$2,949,925.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted		Restricted		Trust		Total Amount \$	Institution	Maturity Date
		\$		\$		\$				
(a) Cash Deposits	1.95%	2,224,183						2,224,183	NAB	On-Call
Municipal Account		1,200						1,200		
Cash Floats - Admin		150						150		
Library		100						100		
Homecare		0						0		
NRLC - Till 1		100						100		
Refuse Site		100						100		
Caravan Park		300						300		
Petty Cash - Admin		200						200		
Library		350						350		
Homecare		240						240		
CATS								0		
Reserve Account						76,350		76,350	NAB	On-Call
Trust Account	1.50%								NAB	
(b) Term Deposits	2.65%	3,975,741		4,167,800				3,975,741		
Karinya Grant - Restricted								4,167,800	NAB	31/03/2016
Reserve Term Deposit								0		
								0		
(c) Investments										
Total		6,202,664		4,167,800		76,350		10,446,813		

Comments/Notes - Investments

**TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016**

Note 5: MAJOR VARIANCES

Comments/Reason for Variance

5.1 OPERATING REVENUE (EXCLUDING RATES) - PROGRAM

5.1.1 GOVERNANCE

Permanent - Reimbursement income higher than anticipated due to Shire of Cuballing reimbursement for LG Dinner and CEO purchase of mobile phone.

Permanent - Insurance rebates for Advertising \$703, Wages Adjustment \$6,302, Claims Experience \$1,920, Valuation Costs \$20,500, and 2014/15 Surplus \$21,409

Permanent - Grant received for Amalgamation/Merger \$400,000

5.1.2 GENERAL PURPOSE FUNDING

Permanent - Reimbursement of debt collection is higher than anticipated.

5.1.3 LAW, ORDER AND PUBLIC SAFETY

Permanent - Fire prevention fines and penalties higher than expected.

Permanent - State Emergency Management Committee Grant \$10,000.

5.1.4 HEALTH

Permanent - Regulatory Fees and Charges and Penalties are lower than anticipated for this time of year.

5.1.5 EDUCATION AND WELFARE

Permanent - Grant Funding for the Dementia Wing at Narrogin Cottage Homes \$5,137,000

5.1.6 HOUSING

Nil

5.1.7 COMMUNITY AMENITIES

Nil

5.1.8 RECREATION AND CULTURE

Timing - Budget for grant income was loaded into Synergy and spread across twelve months.

5.1.9 TRANSPORT

Permanent - Roads to Recovery funds higher than anticipated \$67,120

5.1.10 ECONOMIC SERVICES

Permanent - Building Licence fees are higher than expected.

Permanent - Contribution from Caravan Park caretakers for rent \$10,000

Permanent - Fees and charges from Caravan Park higher due to more patronage.

5.1.11 OTHER PROPERTY AND SERVICES

Permanent - More private works has been carried out.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 5: MAJOR VARIANCES

Comments/Reason for Variance

5.2 OPERATING EXPENSES - PROGRAM

5.2.1 GOVERNANCE

Timing - Expenditure on Structural Reform (Merger) lower than anticipated.

5.2.2 GENERAL PURPOSE FUNDING

Permanent - Annual and Long Service Leave payout for previous Finance Officer - Rates.

Permanent - Debt collection expenses are higher than anticipated but offset by income reimbursement.

5.2.3 LAW, ORDER AND PUBLIC SAFETY

Timing - ESL payable on Town Buildings has not be paid as yet.

Timing - Fire Prevention salaries and wages is lower than expected.

Timing - Maintenance at the Animal Pound has occurred earlier than expected.

5.2.4 HEALTH

Timing - Health Salaries and Wages lower than budgetted.

5.2.5 EDUCATION AND WELFARE

Timing - Expenditure under the Home and Community Care Program is lower than anticipated.

Timing - Expenditure under the Home Care Packages is lower than anticipated.

Permanent - Partial funds paid to Karinya \$1,200,000

5.2.6 HOUSING

Nil

5.2.7 COMMUNITY AMENITIES

Timing - Waste disposal expenditure is lower than expected due to not receiving the Contractors invoices prior to closing off for the month.

Timing - Townscape expenditure has not occurred as per budget.

5.2.8 RECREATION AND CULTURE

Permanent - Salaries and wages paid to Leisure centre staff.

Timing - Expenditure on Utilities at the Leisure centre are lower than expected.

5.2.9 TRANSPORT

Timing - Maintenance expenditure on Roads is lower than anticipated.

5.2.10 ECONOMIC SERVICES

Timing - Caravan Park maintenance is lower than expected.

Timing - TAFE Project expenditure is lower than expected.

5.2.11 OTHER PROPERTY AND SERVICES

Timing - due to Public Works Overheads and Plant Operation Costs this will be rectified.

**TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016**

Note 5: MAJOR VARIANCES

Comments/Reason for Variance

5.3 CAPITAL REVENUE

5.3.1 PROCEEDS FROM DISPOSAL OF ASSETS

Nil

5.3.2 PROCEEDS FROM NEW DEBENTURES

Nil

5.3.3 PROCEEDS FROM SALE OF INVESTMENT

Nil

5.3.4 PROCEEDS FROM ADVANCES

Nil

5.3.5 SELF-SUPPORTING LOAN PRINCIPAL

Nil

5.3.6 TRANSFER FROM RESERVES (RESTRICTED ASSETS)

Timing - Reserve transfers will be completed as part of the end of year processes.

**TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016**

Note 5: MAJOR VARIANCES

Comments/Reason for Variance

5.4 CAPITAL EXPENSES

5.4.1 LAND HELD FOR RESALE

Nil

5.4.2 LAND AND BUILDINGS

Nil

5.4.3 PLANT AND EQUIPMENT

Nil

5.4.4 TOOLS

Nil

5.4.5 FURNITURE AND EQUIPMENT

Nil

5.4.6 INFRASTRUCTURE ASSETS - ROADS

Nil

5.4.7 INFRASTRUCTURE ASSETS - FOOTPATHS

Nil

5.4.9 INFRASTRUCTURE ASSETS - DRAINAGE

Nil

5.4.10 INFRASTRUCTURE ASSETS - PARKS AND OVALS

Nil

5.4.11 INFRASTRUCTURE ASSETS - OTHER

Nil

5.4.12 PURCHASES OF INVESTMENT

Nil

5.4.13 REPAYMENT OF DEBENTURES

Nil

5.4.14 ADVANCES TO COMMUNITY GROUPS

Nil

5.4.15 TRANSFER TO RESERVES (RESTRICTED ASSETS)

Timing - Reserve transfers will be completed as part of the end of year processes.

5.5 OTHER ITEMS

Nil

5.5.1 RATE REVENUE

Nil

5.5.2 OPENING FUNDING SURPLUS(DEFICIT)

Nil

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 6: BUDGET AMENDMENTS/VARIATION TO SURPLUS/(DEFICIT)
 Amendments to original budget since budget adoption. Surplus/(Deficit)

Description	Council Resolution		Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
Budget Adoption Variation between adopted budget opening position and actual			Opening Surplus(Deficit) Opening Surplus(Deficit) Opening Surplus(Deficit)	\$	\$	\$	\$
Closing Funding Surplus (Deficit)				0	2,771	0	2,772
							2,772
							2,772
							2,772

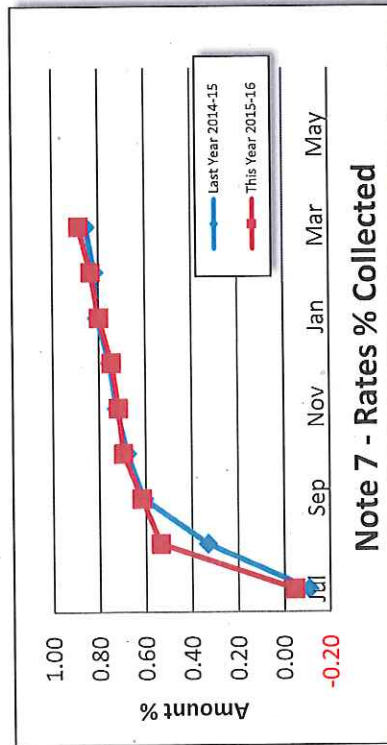
TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 7: RECEIVABLES

Receivables - Rates and Rubbish

Previous Year	
Rates Levied this year (YTD)	(Note 8)
Movement in Excess Rates	
Domestic Refuse Collection Charges	330,637
Domestic Services (Additional)	3,377
Commercial Collection Charge	41,280
Commercial Collection Charge (Additional)	44,604
Total Rates and Rubbish (YTD)	3,716,868
Less Collections to date	(3,582,396)
Equals Outstanding	465,110
Net Rates Collectable	88.51%
% Collected	

Pensioner Deferred Rates	(101,595)
Pensioner Deferred ESL	(4,570)
Total Rates and Rubbish, ESL, Excess Rates	(106,166)
	358,944



Note 7 - Rates % Collected

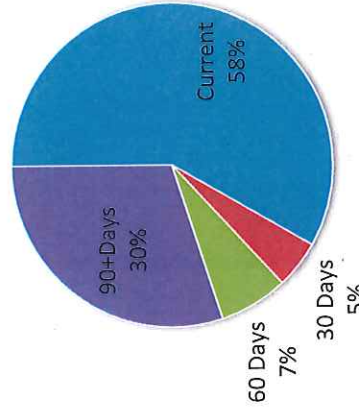
Comments/Notes - Receivables Rates and Rubbish

Receivables - Sundry Debtors	Current	30 Days	60 Days	90+Days
	\$ 189,415	\$ 15,488	\$ 22,390	\$ 97,561
Total Outstanding				324,854

Amounts shown above include GST (where applicable)

Rates Pensioner Rebate Claims	26,266
GST Input	45,389
Provision For Doubtful Debts	(40,000)
Total Receivables - Other (Note 3)	356,509

Note 7 - Accounts Receivable (non-rates)



Comments/Notes - Receivables General

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 March 2016

Note 8: RATING INFORMATION											
RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
General Rate	0.10057	1,943	28,275,680	2,843,685	2,777	0	2,846,462	2,843,685	2,362	0	2,846,047
GRV		1	1,328	1,035	(1,035)	0	0	1,035	0	0	1,035
UV - Mining Tenement	0.77937										
Sub-Totals		1,944	28,277,008	2,844,720	1,742	0	2,846,462	2,844,720	2,362	0	2,847,082
Minimum Payment											
GRV	1,006	443	3,264,542	445,658	0	0	445,658	445,658	420	0	446,078
UV - Mining Tenement	1,006	0	0	0	0	0	0	0	0	0	0
Sub-Totals		443	3,264,542	445,658	0	0	445,658	445,658	420	0	446,078
Total Rates Levied (Note 7)							3,292,120				3,293,160
Discounts							0				0
Rates Adjustments							0				0
Movement in Excess Rates							(53,361)				0
Amount from General Rates							3,238,759				3,293,160
Ex Gratia Rates							0				350
Specified Area Rates							0				0
Totals							3,238,759				3,293,510

Comments - Rating Information

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 9: GRANTS AND CONTRIBUTIONS

Program/Details	Provider	Approval (Yes/No)	2015-16 Budget	Variations Additions (Deletions)	Revised Grant	Recoup Status	
						Received	Not Received
GENERAL PURPOSE FUNDING			\$	\$	\$	\$	\$
RATES - Reimbursement of Debt Collection Costs (Inc GST)		Yes	0	(80)	(80)	(20)	(60)
RATES - Reimbursement of Debt Collection Costs (Exc GST)		Yes	(10,000)	(28,587)	(38,587)	(35,174)	(3,413)
GENGRANT - Financial Assistance Grant - General	Grants Commission (Untied)	Yes	(549,320)		(549,320)	(405,964)	(143,356)
GENGRANT - Financial Assistance Grant - Roads	Grants Commission (Roads)	Yes	(70,595)		(70,595)	(52,934)	(17,661)
MEMBERS							
MEMBERS - Reimbursements	Reimbursements	Yes	0	(1,123)	(1,123)	(1,123)	(0)
OTHER GOVERNANCE							
OTHGOV - Reimbursements	Reimbursements	Yes	(5,000)	(48,967)	(53,967)	(53,967)	0
OTHGOV - Grant Funding - Council		Yes	0		0	0	0
OTHGOV - Grant Funding - Council		Yes	0	(400,000)	(400,000)	(400,000)	0
LAW, ORDER, PUBLIC SAFETY							
FIRE - Reimbursements	FESA (SES)	Yes	0		0	0	0
ESL - SES Subsidy (Operating) Grant	FESA (SES Subsidy)	Yes	(6,000)		(6,000)	(3,600)	(2,400)
OLOPS - LEMC Contribution		Yes	(5,000)		(5,000)	(5,000)	0
OLOPS - State Emergency Management Grants		Yes	0	(10,000)	(10,000)	(10,000)	0
EDUCATION & WELFARE							
HACC - Recurrent Grant Funding	Dept. of Health & Ageing	Yes	(828,371)		(828,371)	(675,123)	(153,248)
HACC - Contributions & Donations	Dept. of Health & Ageing	Yes	0	(3,636)	(3,636)	(3,636)	0
HACC - Other Grants	Dept. of Health & Ageing	Yes	0	(697)	(697)	(697)	(0)
CHCP - Recurrent Grant Funding	Dept. of Health & Ageing	Yes	(203,000)		(203,000)	(107,343)	(95,657)
CHCP - Reimbursements	Dept. of Health & Ageing	Yes		(967)	(967)	(967)	(0)
CHSP - Recurrent Grant Funding	Bethanie Care	Yes	(80,000)	(39,875)	(119,875)	(119,875)	(0)
AGEDSNRS - Reimbursements	Reimbursements	Yes	(2,075)		(2,075)	(436)	(1,639)
AGEDOTHER - Baptist Care Contributions	Neurodegenerative Conditions Co-ordinating Care Program	Yes	(9,000)		(9,000)	0	(9,000)
AGEDOTHER - PATS Voucher Income	Neurodegenerative Conditions Co-ordinating Care Program	Yes	(2,000)		(2,000)	(1,204)	(796)

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 9: GRANTS AND CONTRIBUTIONS

Program/Details	Provider	Approval (Yes/No)	2015-16 Budget	Variations Additions (Deletions)	Revised Grant	Received	Recoup Status Received / Not Received
AGEDOTHER - CATS Contributions & Donations (inc GST)	Dept. of Veterans Affairs/CATS	Yes	(4,000)		(4,000)	(2,000)	(2,000)
AGEDOTHER - CATS Contributions & Donations (inc GST)	Travel Rebate	Yes	0	(2,500)	(2,500)	(2,500)	0
AGEDOTHER - CATS Contributions & Donations (Ex GST)	Donations	Yes	0	(100)	(100)	(100)	0
AGEDOTHER - Commonwealth Carers Respite Fees & Charges	Fees	Yes	(2,827)		(2,827)		(2,827)
AGEDOTHER - Juniper Community Income	Fees	Yes	(32,000)		(32,000)	(17,401)	(14,599)
AGEDOTHER - Grant Funding	Juniper Community Income	Yes	0	(6,337,000)	(6,337,000)	(5,175,741)	(1,161,259)
AGEDOTHER - Aged Friendly Communities Regional Grant	Juniper Community Income	Yes	(16,666)	(10,000)	(26,666)	(26,667)	1
WELFARE - Contributions & Donations	Donations	Yes	(550)		(550)		(550)
WELFARE - Grants	Donations	Yes	(110,000)		(110,000)	(455)	(109,545)
WELFARE - Grants	Donations	Yes	0	(42,000)	(42,000)	(42,000)	0
COMMUNITY AMENITIES							
SAN - Contributions & Donations	Shire of Narrogin	Yes	(12,000)		(12,000)	(9,000)	(3,000)
SAN - Reimbursements	Shire of Narrogin	Yes	0	(3,692)	(3,692)	(3,692)	(0)
COM AMEN - Contributions & Donations	Shire of Narrogin (incl Toilets)	Yes	(8,700)	(5,927)	(14,627)	(14,627)	(0)
COM AMEN - Grants	Shire of Narrogin (incl Toilets)	Yes	(27,771)		(27,771)	(27,772)	1
RECREATION AND CULTURE							
HALLS - Reimbursements	Reimbursements	Yes	(230)	(210)	(440)	(440)	0
HALLS - Contributions & Donations	Shire of Narrogin	Yes	(15,200)		(15,200)	(11,400)	(3,800)
NRRC - Pool Subsidy	Dept Sport and Recreation	Yes	0	(32,000)	(32,000)	(32,000)	0
NRRC - Reimbursements	Reimbursements	Yes	0	(10,208)	(10,208)	(10,208)	0
NRRC - Contributions & Donations	Shire of Narrogin	Yes	(39,500)		(39,500)	(29,625)	(9,875)
REC - Grants - Kids Sports	Dept Sport and Recreation	Yes	(35,000)		(35,000)	(35,000)	0
REC - Grants - Regional Talent Program	Dept Sport and Recreation	Yes	(29,000)		(29,000)	(25,000)	(4,000)
REC - Reimbursements - Other Recreation	Reimbursements	Yes	(61,980)		(61,980)	(50,380)	(11,600)
REC - Grants - Other Recreation	Dept Sport and Recreation	Yes	(20,000)	(3,056)	(23,056)	(23,056)	(0)
REC - Grants - Other Recreation	Dept Sport and Recreation	Yes	(200,000)		(200,000)	0	(200,000)
REC - Contributions & Donations	Shire Contribution	Yes	(38,600)		(38,600)	(29,950)	(8,650)
REC - Contributions & Donations	Shire Contribution	Yes	(400,000)		(400,000)	0	(400,000)

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 9: GRANTS AND CONTRIBUTIONS

Program/Details	Provider	Approval	2015-16 Budget	Variations Additions (Deletions)	Revised Grant	Received	Recoup Status Not Received
		(Yes/No)	\$	\$	\$	\$	\$
LIB - Reimbursements Lost Books	Reimbursements	Yes	(500)		(500)	0	(500)
LIB - Contributions & Donations	Reimbursements	Yes	(37,000)		(37,000)	(24,000)	(13,000)
LIB - Contributions & Donations	Reimbursements	Yes	0	(16)	(16)	(16)	(0)
LIB - Grant - Regional Library Services	State Government	Yes	(5,000)	(4,300)	(5,000)	5,061	(10,061)
LIB - Other Grants		Yes	0		(4,300)	(4,300)	0
HERITAGE - Contributions & Donations	Shire of Narrogin	Yes	(4,000)		(4,000)	(3,000)	(1,000)
OTHGUL - Contributions & Donations - Other Culture		Yes	(4,000)		(4,000)	(3,000)	(1,000)
OTHGUL - Grants - Other Culture		Yes	0		0	0	0
OTHGUL - Grants - Other Culture	Arts Storage Grant	Yes	0	(38,058)	(38,058)	(38,058)	0
OTHGUL - Grant Narrogin Litter Twitter Project		Yes	0		0	0	0
TRANSPORT							
ROADC - Regional Road Group Grants (MRWA)	Main Roads WA (RRG)	Yes	(123,088)		(123,088)	(64,895)	(58,193)
ROADC - Roads to Recovery Grant	Roads to Recovery	Yes	(146,000)	(67,120)	(213,120)	(213,120)	0
ROADM - Direct Road Grant (MRWA)	Main Roads WA (Direct/Lights)	Yes	(31,500)	(2,700)	(34,200)	(34,200)	0
ROADM - Street Lighting Subsidy	Main Roads WA (Direct/Lights)	Yes	(5,000)		(5,000)	0	(5,000)
ECONOMIC SERVICES							
TOUR - Reimbursements (Exc GST)	Reimbursements	Yes	0	(10,000)	(10,000)	(10,000)	0
ECONOM - Reimbursements	Reimbursements	Yes	(2,740)		(2,740)	310	(3,050)
OTHER PROPERTY AND SERVICES							
PWO - Other Reimbursements	Reimbursements	Yes	0	(2,418)	(2,418)	(1,284)	(1,134)
ADMIN - Reimbursements	Reimbursements	Yes	0	(1,981)	(1,981)	(1,980)	(0)
SAL - Reimbursement - Workers Compensation	Reimbursements	Yes	0	(27,032)	(27,032)	(27,032)	0
TOTALS			(3,183,213)	(7,134,250)	(10,317,463)	(7,865,589)	(2,451,874)

Comments - Grants and Contributions

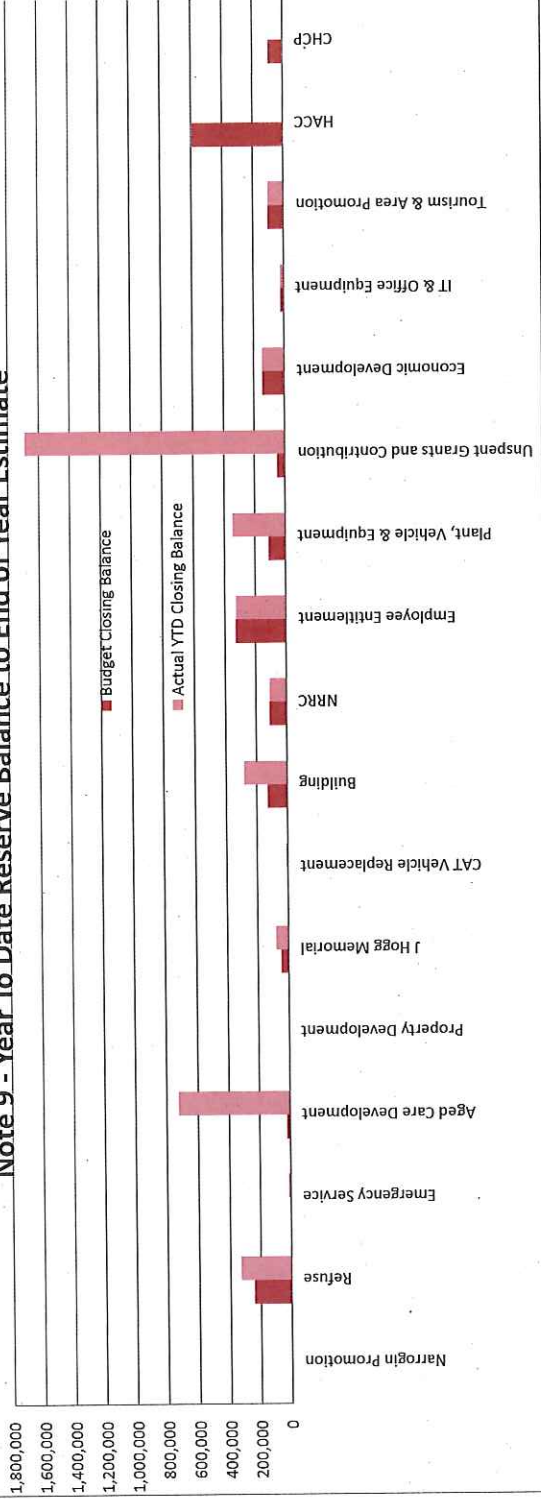
The above table of grants and contributions is not exhaustive but does contain that activity deemed important enough for inclusion in this table.

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 10: Cash Backed Reserve.

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Budget Closing Balance	Actual YTD Closing Balance
Narrogin Promotion	0	\$	\$	\$	\$	\$	\$		\$	\$
Refuse	329,707	3,852	0	0	0	91,000	0		242,559	329,707
Emergency Service	12,945	151	0	0	0	13,096	0		0	12,945
Aged Care Development	723,880	9,765	0	0	0	712,990	0		20,655	723,880
Property Development	0	0	0	0	0	0	0		0	0
J Hogg Memorial	82,787	967	0	0	0	35,000	0		48,754	82,787
CAT Vehicle Replacement	8,842	103	0	0	0	6,000	0		2,945	8,842
Building	281,792	3,292	0	0	0	155,000	0		130,084	281,792
NRRC	109,410	1,278	0	0	0	0	0		110,688	109,410
Employee Entitlement	326,113	3,810	0	0	0	0	0		329,923	326,113
Plant, Vehicle & Equipment	342,821	4,005	0	0	0	236,752	0		110,074	342,821
Unspent Grants and Contribution	1,687,047	19,711	0	0	0	1,657,047	0		49,711	1,687,047
Economic Development	142,454	1,664	0	0	0	0	0		144,118	142,454
IT & Office Equipment	20,000	234	0	0	0	0	0		20,234	20,000
Tourism & Area Promotion	100,000	1,168	0	0	0	0	0		101,168	100,000
HACC	0	0	0	590,812	0	0	0		590,812	0
CHCP	0	0	0	93,178	0	0	0		93,178	0
	4,167,798	50,000	0	683,990	0	2,906,885	0		1,994,903	4,167,798

Note 9 - Year To Date Reserve Balance to End of Year Estimate



TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 11: CAPITAL DISPOSALS AND ACQUISITIONS

Actual				Current Budget This Year				Variance (Under)Over
Cost	Accum Depr	Proceeds	Profit (Loss)	Original Budget	Revised Budget	YTD Budget	Actual	
\$	\$	\$	\$	\$	\$	\$	\$	\$
48,784	4,063	35,455	(9,266)	40,000	40,000	40,000	35,454.55	(4,545) ▼
35,684	3,568	24,628	(7,487)	27,000	27,000	27,000	24,628.41	(2,372) ▼
29,655	2,470	16,818	(10,367)	20,000	20,000	20,000	16,818.18	(3,182) ▼
18,750	4,866	12,273	(1,611)	10,000	10,000	10,000	12,272.73	2,273 ▲
23,909	2,188	13,636	(8,085)	14,000	14,000	14,000	13,636.36	(364) ▼
31,116	3,896	22,349	(4,870)	27,500	27,500	27,500	22,349.45	(5,151) ▼
32,995	6,992	20,000	(6,003)	20,000	20,000	0	0.00	0 †††
25,455	5,307	16,364	(3,784)	18,000	18,000	18,000	20,000.00	2,000 ▲
19,913	4,315	11,364	(4,234)	20,000	20,000	20,000	16,363.64	(3,636) ▼
				20,000	20,000	20,000	11,363.64	(8,636) ▼
				0	0	0	0.00	0 †††
21,588	1,975	14,744	(4,869)	16,500	16,500	16,500	14,743.64	(1,756) ▼
17,000	4,414	12,301	(285)	14,000	14,000	14,000	12,301.27	(1,699) ▼
304,847	44,054	199,932	(60,861)	247,000	247,000	227,000	199,931.87	(27,068)

Comments - Capital Disposal

Contributions Information				Current Budget				
Grants	Reserves	Borrowing	Total	Original Budget	Revised Budget	This Year		Variance (Under)Over
						YTD Budget	Actual	
\$	\$	\$	\$	\$	\$	\$	\$	\$
0	0	0	0	0	0	0	0	0
0	0	0	0	1,247,879	1,247,879	165,000	114,515	(50,485)
0	0	0	0	589,848	589,848	469,848	533,190	63,342
0	0	0	0	63,000	63,000	55,000	22,663	(32,337)
0	0	0	0	459,252	459,252	459,252	257,537	(201,715)
0	0	0	0	50,000	50,000	50,000	0	(50,000)
0	0	0	0	50,000	50,000	50,000	15,748	(34,252)
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	1,308,472	1,308,472	363,472	409,732	46,260
0	0	0	0	3,768,451	3,768,451	1,612,572	1,353,386	(259,186)

Comments - Capital Acquisitions

Contributions				Current Budget					
Grants	Reserves	Borrowing	Total	This Year					
				Original Budget	Revised Budget	YTD Budget	Actual	Variance (Under)Over	
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
0	0	0	0	450,000	450,000	150,000	43,257	(106,743)	▼
0	0	0	0	300,000	300,000	0	1,808	1,808	▲
0	0	0	0	20,000	20,000	0	0	0	↑↑↑
0	0	0	0	15,000	15,000	15,000	19,565	4,565	▲
0	0	0	0	140,000	140,000	0	0	0	↑↑↑
0	0	0	0	80,000	80,000	0	0	0	↑↑↑
0	0	0	0	0	0	0	0	0	↑↑↑
0	0	0	0	20,500	20,500	0	16,464	16,464	▲
0	0	0	0	0	0	0	0	0	↑↑↑
0	0	0	0	20,000	20,000	0	21,987	21,987	▲
0	0	0	0	7,000	7,000	0	2,326	2,326	▲
0	0	0	0	50,379	50,379	0	7,314	7,314	▲
0	0	0	0	70,000	70,000	0	0	0	↑↑↑
0	0	0	0	0	0	0	0	0	↑↑↑
0	0	0	0	75,000	75,000	0	1,793	1,793	▲
0	0	0	0	1,247,879	1,247,879	165,000	114,515	(50,485)	▲

Land & Buildings

OTHGOV - Capital Administration Building
 Administration Building (Capital)
 Building Renovation Administration
 Records Storage Shed

ANIMAL - Building (Capital)
 Animal Pound Building (Capital)

WELFARE - Building (Capital)
 Disability Toilet - Changing Places

SAN - Building (Capital)
 Regional Tip Site

COM AMEN - Building (Capital) - Other Community Amenities

HALLS - Building (Capital)
 Town Hall (Federal St) Building Capital

NRRC - Building (Capital)

REC - Other Rec Facilities Building (Capital)
 Clayton Road Oval Buildings Capital
 Bannister Street Oval Buildings Capital

LIB - Building (Capital)
 Library Building (Capital)

AERO - Building (Capital)
 Fairway Depot Building (Capital)

AERO - Building (Capital)

TOUR - Building (Capital)
 Caravan Park Renovations

Totals

Contributions				Current Budget				
				Plant & Equipment		This Year		Variance
Grants	Reserves	Borrowing	Total	Original Budget	Revised Budget	YTD Budget	Actual	(Under)/Over
\$	\$	\$	\$	\$	\$	\$	\$	\$
0	0	0	0	49,000	49,000	49,000	46,358	(2,642)
0	0	0	0	37,500	37,500	37,500	33,719	(3,781)
0	0	0	0	35,000	35,000	35,000	32,300	(2,700)
0	0	0	0	13,096	13,096	13,096	14,776	1,680
0	0	0	0	5,000	5,000	5,000	0	(5,000)
0	0	0	0	24,000	24,000	24,000	22,545	(1,455)
0	0	0	0	24,000	24,000	24,000	22,380	(1,620)
0	0	0	0	37,500	37,500	37,500	33,002	(4,498)
0	0	0	0	34,580	34,580	34,580	26,225	(8,355)
0	0	0	0	65,000	65,000	65,000	65,544	544
0	0	0	0	30,172	30,172	30,172	30,172	0
0	0	0	0	120,000	120,000	0	110,000	(10,000)
0	0	0	0	35,000	35,000	35,000	33,182	(1,818)
0	0	0	0	30,000	30,000	30,000	20,455	(9,545)
0	0	0	0	25,000	25,000	25,000	22,959	(2,041)
0	0	0	0	25,000	25,000	25,000	19,574	(5,426)
0	0	0	0	589,848	589,848	469,848	533,190	63,342

Contributions				Current Budget This Year				Variance (Under) Over
Grants	Reserves	Borrowing	Total	Original Budget	Revised Budget	YTD Budget	Actual	
\$	\$	\$	\$	\$	\$	\$	\$	\$
			0				3,024	
			0	25,000	25,000	25,000		(21,976)
			0	10,000	10,000	10,000	0	(10,000)
			0	8,000	8,000	0	0	0
			0	20,000	20,000	20,000	19,639	(361)
				63,000	63,000	55,000	22,663	(32,337)

OTHTGOV - Capital Furniture & Equipment
Corporate Additional Server
CHCP - Furniture & Equipment (Capital)
Mobile Works Solution (HACC)
LIB - Building (Capital)
Library Front Counter
Library Solar Power & Heating

Contributions				Current Budget					
Grants	Reserves	Borrowing	Total	This Year					
				Original Budget	Revised Budget	YTD Budget	Actual	Variance (Under)Over	
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			0	50,000	50,000	50,000	0	(50,000)	▼
			0	50,000	50,000	50,000	0	(50,000)	
			0	50,000	50,000	50,000	0	(50,000)	

Footpaths

ROADC - Footpaths (Capital)
Footpaths (Capital) - (SPARE)

Contributions				Current Budget					
Grants	Reserves	Borrowing	Total	This Year					
				Original Budget	Revised Budget	YTD Budget	Actual	Variance (Under)Over	
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			0	50,000	50,000	50,000	13,487	(36,513)	▼
			0	0	0	0	2,262	2,262	▲
			0	50,000	50,000	50,000	15,748	(34,252)	

Drainage

ROADC - Drainage (Capital)
Drainage Works
Drainage - Mokine Road

Contributions			Current Budget				Variance (Under)/Over		
Grants	Reserves	Borrowing	Total	Original Budget	Revised Budget	YTD Budget		Actual	
\$	\$	\$	\$	\$	\$	\$	\$	\$	
				108,872	108,872	108,872	90,178	(18,694)	▼
				11,000	11,000	11,000	4,039	(6,961)	▼
				50,000	50,000	0	0	0	↑↑↑
				0	0	0	2,307	2,307	▲
				50,000	50,000	0	2,514	2,514	▲
				8,600	8,600	8,600	0	(8,600)	▼
				6,500	6,500	6,500	5,549	(951)	▼
				20,000	20,000	20,000	10,000	(10,000)	▼
				400,000	400,000	0	0	0	↑↑↑
				0	0	0	0	0	↑↑↑
				10,000	10,000	10,000	9,921	(79)	▼
				30,000	30,000	0	16,637	16,637	▲
				11,000	11,000	11,000	0	(11,000)	▼
				25,000	25,000	25,000	36,545	11,545	▲
				60,000	60,000	60,000	66,218	6,218	▲
				7,500	7,500	7,500	7,500	(0)	▼
				35,000	35,000	0	0	0	↑↑↑
				10,000	10,000	0	10,850	10,850	▲
				16,000	16,000	0	6,973	6,973	▲
				334,000	334,000	0	0	0	↑↑↑
				35,000	35,000	35,000	86,454	51,454	▲
				10,000	10,000	0	4,558	4,558	▲
				40,000	40,000	40,000	37,556	(2,444)	▼
				20,000	20,000	20,000	5,135	(14,866)	▼
				10,000	10,000	0	6,798	6,798	▲
0	0	0	0	1,308,472	1,308,472	363,472	409,732	46,260	
				Totals					

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 12: TRUST FUND

Not included in this statement are as follows:

Trust Items	Opening Balance 1-Jul-15	Amount Received	Amount Paid	Closing Balance 31-Mar-16
	\$	\$	\$	\$
DoT Licensing	0	0	0	0
TransWA	0	0	0	0
Councillor Nomination Fees	0	320	(320)	0
Cultural Development	4,820	0	0	4,820
Public Open Space Bonds	49,560	0	0	49,560
Trust Other	250	250	0	500
Crossover/Footpath	8,150	7,150	(50)	15,250
Town Hall Facility Bonds	3,175	2,150	(1,875)	3,450
Musical Society	300	0	0	300
Narrogin Abbatoir Committee	480	0	0	480
Meat Inspection	1,990	0	0	1,990
	68,725	9,870	(2,245)	76,350

TOWN OF NARROGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2016

Note 13: INFORMATION ON BORROWINGS

Debt Repayments	Principal 1-Jul-15		New Loans		Principal Repayments		Principal Outstanding		Interest Repayments				
	2015-16 Budget \$	2015-16 Actual \$	2015-16 Budget \$	2015-16 Actual \$	2015-16 Budget \$	2015-16 Actual \$	2015-16 Budget \$	2015-16 Actual \$	2015-16 Budget \$	2015-16 Actual \$			
Governance													
Loan 125 - Corporate Software & Server Upgrade	0	0	0	0	43,952	21,795	92,381	114,538	4,177	2,339			
Loan 128 - Administration Building Upgrade	450,000	0	450,000	0	0	0	0	0	0	0			
Recreation & Culture													
Loan 121B - Narrogin Regional Recreation Complex	0	0	0	0	41,157	30,650	357,441	367,948	21,314	16,479			
Loan 126 - Town Hall Renovations	233,370	0	0	0	25,420	14,119	207,950	219,251	8,765	2,977			
Economic Services													
Loan 124 - Commercial Property	65,323	0	0	0	24,983	12,308	40,340	53,015	3,532	2,137			
Loan 127 - Industrial Land Purchase	159,841	0	0	0	9,297	4,597	150,544	155,244	7,058	4,015			
	993,465	0	450,000	0	144,809	83,469	1,298,656	909,996	44,846	27,947			

(SS) Self supporting loan financed by payments from third parties.
(SAR) Self Supporting Loan where financed by combination of Specified Area Rate and payment from third parties.
All other loan repayments are to be financed by general purpose revenue.

10.2.046 DRAFT LOCAL LAWS (5) – INTENT TO ADVERTISE.

File Reference:	14.8.1 and 19.6.4
Disclosure of Interest:	None
Applicant:	Not applicable
Previous Item Nos:	Not applicable
Date:	14 April 2016
Author:	Niel Mitchell, Project Manager Merger.

Attachments

- Draft Shire of Narrogin Cats Local Law 2016
- Draft Shire of Narrogin Cemetery Local Law 2016
- Draft Shire of Narrogin Dogs Local Law 2016
- Draft Shire of Narrogin Meeting Procedures Local Law 2016
- Draft Shire of Narrogin Parking Local Law 2016

Summary

The purpose of this report is –

- 1) To allow the Presiding Member to give notice to the meeting of the intention to make the proposed Local Laws as follows –
 - Draft Shire of Narrogin Cats Local Law 2016;
 - Draft Shire of Narrogin Cemetery Local Law 2016;
 - Draft Shire of Narrogin Dogs Local Law 2016;
 - Draft Shire of Narrogin Meeting Procedures Local Law 2016; and
 - Draft Shire of Narrogin Parking Local Law 2016.
- 2) For Council to give notice of the purpose and effect of the proposed local laws;
- 3) For Council to resolve intent to advertise the proposed local laws,
- 4) To allow for advertising of the proposed local law for public comment.

Background

The proposed Cats and Parking Local Laws have been put forward several times in recent times, but due to various circumstances it was felt advisable to recommence the process. These two have accordingly been updated.

While the draft Cats Local Law is completely new to the local government, the other four all repeal current local laws that are in some instances very out of date. The Dogs Local Law also repeals a current local law of the existing Shire of Narrogin

Critical note –

If the statutory processes are commenced now, then the Town as the continuing entity must initiate those processes and continue with them for the time being. As the draft Dogs Local Law repeals an existing Shire Local Law as well as Town bylaws, the final adoption of this local law cannot be made until after merger date, when there is the legal ability to do so.

Given the time required for the statutory processes, this does not impose a significant delay.

With these local laws being finalised after the merger date, it is presumed that the final adoption will be presented to the Commissioners, and therefore will be signed by the Chairman of Commissioners.

Comment

All proposed local laws have been circulated to the Shire of Narrogin elected members for initial comment. They may also make comment during the public consultation period as an organisation or individuals.

The proposed local laws are set out in the attachments to this report. In making a new local law, Council must comply with the provisions of section 3.12 of the Local Government Act, and any specific requirements of other legislation.

The *Local Government (Functions and General) Regulations* (Regulation 3) states that for the purpose of Section 3.12(2) of the Act, the person presiding at a council meeting is to give notice of the purpose of the local law by ensuring that the purpose and effect of the proposed local law is included in the agenda for that purpose and the minutes of the meeting of the council include the purpose and effect of the proposed local law.

- Draft Shire of Narrogin Cats Local Law 2016;
Purpose – to make provisions about the control of cats, the number of cats that may be kept on premises and the keeping of cats throughout the merged Shire of Narrogin and create offences for non-compliance.
Effect – to extend the controls over cats which exist under the *Cat Act 2011*
- Draft Shire of Narrogin Cemetery Local Law 2016;
Purpose – to provide for the management of the Narrogin Public Cemetery and create offences for non-compliance.
Effect – to repeal the existing bylaw and provide for the management and control of the Narrogin Public Cemetery
- Draft Shire of Narrogin Dogs Local Law 2016;
Purpose – to make provisions about the impounding of dogs, the number of dogs that may be kept on premises and the manner of keeping dogs and create offences for non-compliance throughout the merged Shire of Narrogin.
Effect – to repeal existing Dogs Local Laws and extend the controls over dogs which exist under the *Dog Act 1976*.
- Draft Shire of Narrogin Meeting Procedures Local Law 2016; and
Purpose – for the management of meeting of the local government
Effect – to repeal the existing Standing Orders Local Law, and provide for the conduct of Council, committee and electors meetings.
- Draft Shire of Narrogin Parking Local Law 2016.
Purpose – to provide for the management of operation of parking throughout the merged Shire of Narrogin generally

Effect – to repeal existing local laws and requiring a person parking a vehicle within the district is to comply with the provisions of this local law and any restrictions within areas specifically signed or marked.

As required by the *Local Government Act 1995 section 3.12*, the next steps include –

- Statewide public notice required inviting submissions
- Local public notice required inviting submissions
- Minister/s to be advised immediately after advertising for public comment –
 - o Minister for Local Government
- supporting documentation required to be sent to Minister/s–
 - o minutes of resolution of intent to adopt;
 - o copy of advert of intent to adopt;
 - o copy of the proposed local laws,

Notices are to invite the public to comment on the proposed local law, with submissions being open for a period of not less than 6 weeks.

The advertisement will be placed once Council has resolved its intent to make the local law.

After the submission period is closed, Council is required to consider any submissions received. Minor amendments not affecting the intent of the provisions can be made, but if significant changes are needed, the proposal must be readvertised.

If finally adopted, the proposed local law is then published in the Government Gazette, and comes into effect on the date specified. The Gazzetal copy and other documentation is then sent to the Parliamentary Joint Standing Committee on Delegated Legislation to review, which may then disallow or require changes, even though having been Gazetted.

Local Laws remaining under consideration –

- Local Government Act –
 - o Shire of Narrogin Public Places and Local Government Property Local Law
- Dividing Fences Act –
 - o Shire of Narrogin Fencing Local Law
- Health Act –
 - o Shire of Narrogin Health Local Law
- Local Government Act and Health Act –
 - o Shire of Narrogin Animals, Environment and Nuisance Local Law
- Bush Fires Act –
 - o Shire of Narrogin Bush Fire Brigades Local Law

Consultation

- Aaron Cook, CEO
- Guy Maley, Ranger
- Wendy Russell, officer responsible for Cemetery Local Law administration
- Legislation section, Dept of Local Government and Communities
- Peter den Boer, Manager, Bunbury Cemetery Board
- Town of Narrogin – elected members briefing meeting
- Shire of Narrogin – elected members information session

Statutory Environment

Local Government Act 1995 –

- 3.12 – Procedure for making local laws
 - (2) Notice of purpose and effect of local law to be given by the person presiding
 - (3) Statewide public notice required, and copies to Minister/s immediately after notice given, minimum 6 weeks notice
 - (3a) Local Public notice also required to be given
 - (4) After notice period, all submissions to be considered, and local law may then be made by absolute majority
 - (5) Publication in Government Gazette required
 - (7) Parliament to be advised within 10 working days of Gazettal
- s.3.13 – Significant changes require recommencement of proposal
- s.3.14 – Unless otherwise provided for, local laws come into effect 14 days after Gazettal
- s.3.15 – local public notice of the final adoption/making of a local law to be given

Interpretations Act 1984 –

- s.42(2) – after publication in the Government Gazette, Parliament may disallow within 14 sitting days of receipt

Cat Act –

- s.79 – local government may make local laws, and list of the purposes for which they may be made

Cemeteries Act 1986 –

- s.54 – local government may make local laws
- s.55 – list of purposes for which local laws may be made

Dog Act –

- s.49 – local government may make local laws
- s.51 – list of purposes for which local laws may be made

Policy Implications

Nil

Financial Implications

Cost of advertising

Strategic Implications

Nil

Voting Requirements

Simple Majority

COUNCIL RESOLUTION 0416.058 AND OFFICER'S RECOMMENDATION

Moved: Cr Schutz

Seconded: Cr Ward

That Council:

1. That Council pursuant to the *Local Government Act 1995 section 3.12(3) and (3a)*, and all other legislation enabling it, give Statewide and local public notice that it intends to make the following local laws –
 - Shire of Narrogin Cats Local Law 2016;
Purpose – to make provisions about the control of cats, the number of cats that may be kept on premises and the keeping of cats throughout the merged Shire of Narrogin and create offences for non-compliance.
Effect – to extend the controls over cats which exist under the Cat Act 2011
 - Shire of Narrogin Cemetery Local Law 2016;
Purpose – to provide for the management of the Narrogin Public Cemetery and create offences for non-compliance.
Effect – to repeal the existing bylaw and provide for the management and control of the Narrogin Public Cemetery
 - Shire of Narrogin Dogs Local Law 2016;
Purpose – to make provisions about the impounding of dogs, the number of dogs that may be kept on premises and the manner of keeping dogs and create offences for non-compliance throughout the merged Shire of Narrogin.
Effect – to repeal existing Dogs Local Laws and extend the controls over dogs which exist under the Dog Act 1976.
 - Shire of Narrogin Meeting Procedures Local Law 2016; and
Purpose – for the management of meeting of the local government
Effect – to repeal the existing Standing Orders Local Law, and provide for the conduct of Council, committee and electors meetings.
 - Shire of Narrogin Parking Local Law 2016.
Purpose – to provide for the management of operation of parking throughout the merged Shire of Narrogin generally
Effect – to repeal existing local laws and requiring a person parking a vehicle within the district is to comply with the provisions of this local law and any restrictions within areas specifically signed or marked.
2. That Council in accordance with the *Local Government Act 1995 section 3.12(3)* advise the Minister for Local Government of the proposed local laws.

CARRIED 8/0

**CAT ACT 2011
LOCAL GOVERNMENT ACT 1995**

SHIRE OF NARROGIN

CATS LOCAL LAW 2016

CONTENTS

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- 1.2 Commencement
- 1.3 Application
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PART 3 - KEEPING OF CATS

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- 7.2 General penalty
- 7.3 Modified penalties

- 7.4 Issue of infringement notice
- 7.5 Withdrawal of infringement notice

Schedule 1 – Application for a licence for cat management facility or cat breeder

Schedule 2 – Conditions of a permit for an approved cat management facility

Schedule 3 – Modified penalties

**CAT ACT 2011
LOCAL GOVERNMENT ACT 1995**

SHIRE OF NARROGIN

CATS LOCAL LAW 2016

Under the powers conferred by the powers conferred by the *Cat Act 2011* and the *Local Government Act 1995* and by all other powers, the Council of the Shire of Narrogin resolved to make the following local laws on the _____ day of _____ 2016.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Cats Local Law 2016*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Definitions

In this local law unless the context otherwise requires –

Act means the *Cat Act 2011*;

applicant means the occupier of premises who makes application for a permit under this local law;

approved cat breeder has the meaning given to it by section 3(1) of the Act;

cat has the meaning given to it by section 3(1) of the Act; but does not include the young of a cat normally kept on the premises less than 6 months old;

cat management facility has the meaning given to it by section 3(1) of the Act, and includes a cattery;

cattery means any premises where more than two cats are boarded, housed or trained temporarily, usually for profit, and where the occupier of the premises is not the ordinary keeper of the cats;

central business zone mean a lot zoned as central business in a local planning scheme;

commercial lot means a lot zoned under a local planning scheme as –

- (a) central business; or
- (b) service commercial,

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

effective control in relation to a cat means any of the following methods –

- (a) held by a person who is capable of controlling the cat;
- (b) securely tethered;
- (c) secured in a cage; or
- (d) any other means of preventing escape.

enclosed public space means a public place which is enclosed by walls, whether solid materials or glass, and includes attached or adjoining areas not permitted to the public, unless airflow between the areas is prevented, but does not include a cat management facility or veterinary clinic or hospital;

industrial lot means a lot zoned under a local planning scheme as industry;

keeper in relation to a cat means any of the following persons –

- (a) the owner of the cat as defined in the Act;
- (b) a person by whom the cat is ordinarily kept;
- (c) a person who has or appears to have immediate custody or control of the cat;
- (d) a person who keeps the cat, or has the cat in her or his possession for the time being;

- (e) a person who occupies any premises in which a cat is ordinarily kept or ordinarily permitted to live;
- (f) a permit holder of a permit which relates to the cat;
- (g) the holder of an exemption issued in relation to the cat;

local government means the Shire of Narrogin;

local planning scheme means a planning scheme of the local government made under the *Planning and Development Act 2005*;

local public notice has the meaning given to it by section 1.7 of the *Local Government Act 1995*;

nuisance means behaviour that includes where a cat –

- (a) excretes or urinates on premises being premises where the cat is not normally resident;
- (b) is, or is likely to be, injurious or dangerous to the health of any person or domestic or Australian indigenous animal;
- (c) creates a noise which persistently occurs or continues to a degree or extent which in the opinion of an authorised person, and has or could have a disturbing effect on the state of reasonable physical, mental, or social well-being of a person; or
- (d) is shown to be allowed to behave consistently in a manner contrary to the general interest of the community.

permit means a permit issued by the local government under clause 3.5 of this local law;

permit holder means a person who holds a valid permit granted under this local law;

premises includes the following –

- (a) land, whether or not vacant;
- (b) the whole or part of a building or structure whether of a permanent or temporary nature; and
- (c) a vehicle.

public place has the meaning given to it by section 3(1) of the Act;

RSPCA means the Royal Society for the Prevention of Cruelty to Animals (Inc) of Western Australia;

Schedule means a schedule to this local law;

set fee means a fee determined by the local government in accordance with sections 6.16 to 6.19 of the *Local Government Act 1995*.

PART 2 - IMPOUNDING OF CATS

2.1 Impounded cats

- (1) The local government may determine from time to time –
 - (a) the times when a cat management facility will be open for the reception and release of cats;
 - (b) times for the sale of cats from the cat management facility; and
- (2) The local government is to keep a proper record of impounded cats.
- (3) The record is to contain the following information about each impounded cat –
 - (a) if known the breed and sex of the cat;
 - (b) the colour, distinguishing markings and features of the cat;
 - (c) if known, the name and address of the owner;
 - (d) the date and time of seizure and impounding;
 - (e) the name and address of the authorised person who impounded the cat and, if applicable, the person who delivered a cat for impounding;
 - (f) the reason for the impounding;
 - (g) a note of any order made by an authorised person relating to the cat; and
 - (h) the date of the sale, release or destruction of the cat.
- (4) The record is to be available for inspection by the public.
- (5) A person shall not –
 - (a) unless the person is the owner of the cat management facility, or an authorised person, release or attempt to release a cat from a cat management facility;
 - (b) destroy, break into, damage or in any other way interfere with or render not cat proof a cat management facility; or
 - (c) destroy, break into, damage, or in any other way interfere with any container used for the purpose of catching, holding or conveying cats which have been seized.

- (6) A cat must not be release to a person until the person obtains the necessary permit or the cat is registered where –
- (a) a person wishes to reclaim a cat within the period stated in a notice of impounding; and
 - (b) a permit is required for the keeping of the cat, but the person does not have the necessary permit and/or the cat is not registered.

PART 3 - KEEPING OF CATS

3.1 Keeping of cats in non-residential zones

The keeping of cats is not permitted on a commercial or industrial lot unless –

- (a) associated with an occupied attached residence or caretaker's residence; or
- (b) is an approved cat management facility.

3.2 Limitation on the number of cats

(1) This clause does not apply to premises which have been –

- (a) Licensed under Part 4 of this local law as an approved cat breeder or cat management facility; or
- (b) granted an exemption under regulation 7 of the *Cat (Uniform Local Provisions) Regulations 2013*.

(2) The standard number of cats which may be kept on any premises is, for the purpose of regulation 6 of the *Cat (Uniform Local Provisions) Regulations 2013* –

- (a) two cats over the age of six months and the young of those cats under that age if the premises are zoned other than for the purposes of general agriculture under a local planning scheme; or
- (b) four cats over the age of six months and the young of those cats under that age if the premises are zoned for the purposes of general agriculture under a local planning scheme .

3.3 Cats for which a permit is required

Subject to clause 3.4 an occupier is required to have a permit to –

- (a) keep more than two cats over the age of six months and the young of those cats under that age if the premises are zoned other than for the purposes of general agriculture under a local planning scheme;
- (b) keep more than four cats over the age of six months and the young of those cats under that age if the premises are zoned for the purposes of general agriculture under a local planning scheme .
- (c) use any premises as a cat management facility; or
- (d) be an approved cat breeder.

3.4 Permits not required

(1) A permit is not required under clause 3.3 if the premises concerned are –

- (a) a refuge of the RSPCA or of any other animal welfare organisation;
- (b) a cat management facility which has been approved by the local government;
- (c) a veterinary surgery;
- (d) a pet shop;
- (e) premises with two or less cats; or
- (f) the subject of an exemption granted by the local government.

3.5 Application for permit

An application for a permit under clause 3.3 shall be –

- (a) made by an occupier of the premises where the cats are to be kept;
- (b) if for a cat management facility, in the form of Schedule 1 and accompanied by the plans of the premises to which the application relates to the satisfaction of the local government;
- (c) if for a cat breeder, in the form of Schedule 1;
- (d) accompanied by the consent in writing of the owner of the premises, where the occupier is not the premises to which the application relates; and
- (e) accompanied by the set fee.

3.6 Decision on application

- (1) The local government may, upon payment of the set fee –
 - (a) approve an application for a permit subject to the conditions outlined in clauses 4.1, 4.2, 4.3 or 4.4; or
 - (b) refuse to approve an application for a permit.
- (2) If the local government approves an application under subclause (1), then it shall issue to the applicant approval in writing.
- (3) If the local government refuses to approve an application under subclause (1), then it is to advise the applicant accordingly in writing.

3.7 Factors relevant to determination of application

- (1) In determining an application for a permit the local government may have regard to –
 - (a) the physical suitability of the premises for the proposed use;
 - (b) the suitability of the local planning scheme zoning of the premises for the proposed use;
 - (c) the environmental sensitivity and general nature of the location surrounding the premises for the proposed use;
 - (d) the structural suitability of any enclosure in which any cat is to be kept;
 - (e) the likelihood of a cat causing nuisance, inconvenience, or annoyance to the occupiers of adjoining land;
 - (f) the likely effect on the amenity of the surrounding area of the proposed use;
 - (g) the likely effect on the local environment including any pollution or other environmental damage which may be caused by the proposed use;
 - (h) any submissions received under subclause (2) within the time specified; and
 - (i) such other factors which the local government may consider to be relevant in the circumstances of the particular case.
- (2) The local government may require an applicant to –
 - (a) consult with adjoining landowners;
 - (b) advise the adjoining landowners that they may make submissions to the local government on the application for the permit within 14 days of receiving that advice, before determining the application for the permit; and
 - (c) give local public notice of the proposal.

3.8 Cats in other than public places

A cat shall not be in any place that is not a public place unless –

- (a) consent to its being there has been given by the occupier, or a person apparently authorised to consent on behalf of the occupier; and
- (b) it is under effective control.

3.9 Cats creating a nuisance

- (1) The keeper of a cat shall not allow a cat to create a nuisance.
- (2) Where, in the opinion of an authorised officer, a cat is creating a nuisance, the local government may give written notice to the keeper of the cat requiring that person to abate the nuisance.
- (3) When a nuisance has occurred and a notice to abate the nuisance is given, the notice remains in force for the period specified by the local government on the notice or until the notice is withdrawn by the local government.
- (4) A person given a notice to abate the nuisance shall comply with the notice within the period specified in the notice.

3.10 Abandonment of cats

The keeper of a cat shall not in any instance –

- (a) abandon a cat; or
- (b) leave a cat on premises while the premises are temporarily vacant, without daily arrangements for the care and welfare of the cats.

PART 4 - PERMITS FOR KEEPING OF CATS

4.1 Conditions applicable to all permits

- (1) Every permit is issued subject to the following conditions –
 - (a) each cat kept on the premises to which the permit relates shall be registered under the Act;
 - (b) each cat shall be contained on the premises unless under the effective control of a person;
 - (c) the permit holder will provide adequate space for the exercise of the cats;
 - (d) the premises shall be maintained in good order and in a clean and sanitary condition;
 - (e) such other conditions, as the local government considers appropriate.
- (2) In addition to the conditions subject to which a permit is to be issued under subclause (1), a permit may be issued subject to other conditions, as the local government considers appropriate.

4.2 Additional conditions for other than cat management facility

Where an application to keep more than two cats is approved under clause 3.6 for other than a cat management facility, the following conditions apply –

- (a) compliance with clause 4.1;
- (b) In the case of a multiple dwelling, where there is no suitable dividing fence, the written consent to the application for a permit of the occupier of the adjoining multiple dwellings has been obtained.
- (c) Without the consent of the local government, the permit holder will not substitute or replace any cat once that cat –
 - (i) dies; or
 - (ii) is permanently removed from the premises.

4.3 Additional conditions for cat management facility

- (1) The local government may approve an application under clause 3.6 for a cat management facility the following conditions apply –
 - (a) compliance with clause 4.1; and
 - (b) compliance with Schedule 2.
- (2) In respect of a particular application for a permit, the local government may vary any of the conditions contained in Schedule 2.
- (3) A cat management facility may be inspected by an authorised officer to ensure compliance with the conditions of the permit.

4.4 Additional conditions for approved cat breeders

- (1) Where a permit is approved under clause 3.6 as an approved cat breeder the following conditions apply –
 - (a) compliance with clause 4.1;
 - (b) compliance with clause 4.2;
 - (c) compliance with Schedule 2(4)(c) to (g) both inclusive;
- (2) The fee for an approved cat breeder is as specified in Schedule 3 to the *Cat Regulations 2012*.

4.5 Duration of permit

Unless otherwise specified in a condition on a permit, a permit for a cat management facility or as an approved cat breeder granted under clause 3.2(b) or (c), commences on the date of issue and is valid for a period of 12 months from the date of issue unless and until –

- (a) it is revoked; or
- (b) the permit holder ceases to reside at the premises to which the permit relates.

4.6 Permit not transferable

A permit is not transferable either in relation to the permit holder or the premises.

4.7 Renewal of permit

- (1) The local government may renew approval for a cat management facility or as an approved cat breeder granted under clause 3.2(b) or (c) upon –

- (a) payment of the set fee; and
 - (b) certification by the occupier that the circumstances of the original application are unchanged.
- (2) Where circumstances of the original application have changed, the application for renewal is to be considered an initial application.

4.8 Revocation of permits

- (1) A permit may be revoked by the local government if there is a breach of any condition of that permit or if the permit holder is convicted of a breach of any provision of this local law.
- (2) On revocation of a permit the permit holder is to be taken to have forfeited any set fees paid in respect of the permit.

PART 5 - CATS IN PUBLIC PLACES

5.1 Cats in public places

A cat shall not be in a public place unless the cat is, in the opinion of an authorised officer, under effective control.

5.2 Places where cats are prohibited absolutely

A cat shall not be in the following places at any time, whether or not under effective control –

- (a) an enclosed public place; or
- (b) any nature reserve.

PART 6 - MISCELLANEOUS

6.1 Fees and charges

Set fees and charges are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*.

6.2 Giving of a notice

A notice given under this local law may be given to a person –

- (a) personally;
- (b) by registered mail addressed to the person; or
- (c) by leaving it for the person at her or his address.

6.3 Objection and appeal rights

Any person who is aggrieved by the conditions imposed in relation to a permit, the revocation of a permit, or by the refusal of the local government to grant a permit may object to or appeal against the decision under Division 1 of Part 9 of the *Local Government Act 1995*.

PART 7 - ENFORCEMENT

7.1 Offences

Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.

7.2 General penalty

Any person who commits an offence shall be liable, upon conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

7.3 Modified penalties

- (1) An offence against a clause specified in Schedule 3 is a prescribed offence for the purposes of section 84 of the Act.

(2) The amount of the modified penalty for a prescribed offence is set out in the fourth column adjacent to the clause in Schedule 3.

7.4 Issue of infringement notice

Where an authorised person has reason to believe that a person has committed an offence in respect of which a modified penalty may be imposed, he or she may issue to that person a notice substantially in the form of Form 6 of the Schedule 1 of the *Cat Regulations 2012*.

7.5 Withdrawal of infringement notice

- (a) Whether or not the modified penalty has been paid, an authorised person may withdraw an infringement notice by sending a notice substantially in the form of Form 7 of the Schedule 1 of the *Cat Regulations 2012*.
- (b) A person authorised to issue an infringement notice under clause 7.4 cannot sign a notice of withdrawal.

Schedule 1 – Application for a licence for cat management facility or cat breeder
[cl. 3.2]
Shire of Narrogin

I / We (full name/s) –		
Postal address –		
Telephone number –		
Mobile number –		
Fax number –		
E-mail address –		
APPLY FOR A LICENCE	Under clause 3.3(b) for cat management facility	
	Under clause 3.3(c) as cat breeder	
Address of proposed premises –		
CAT MANAGEMENT FACILITY –		
For number of cats –		
Attached are –	a site plan of the premises showing the location of the cat management facility and all other buildings and structures and fences;	
	plans and specifications of the proposed cat management facility.	
CAT BREEDER -		
For number of cats –		
Breed of cats –		
Attached are –		
(a) copy of notice of proposed use to appear in newspaper; (if required)		
(b) copy of notice of proposed use to be given to adjoining premises; (if required)		

Signature of applicant/s –	
Date –	
NOTE – a licence will have effect for a period of 12 months if issued	
OFFICE USE ONLY	Application fee paid on – Receipt No –

Schedule 2 – Conditions of a permit for an approved cat management facility
[cl. 4.3]
Shire of Narrogin

An application for a permit for an approved cat management facility may be approved subject to the following conditions –

- (1) Compliance with the conditions of clause 4.1.
- (2) Buildings and structures –
 - (a) All building enclosures must be structurally sound, have impervious flooring, be well lit and ventilated and otherwise comply with all legislative requirements.
 - (b) There is to be a feed room, wash area, isolation cages and maternity section.
 - (c) Materials used in structures are to be approved by the local government.
 - (d) The internal surfaces of walls are to be smooth, free from cracks, crevices and other defects, where possible.
 - (e) All fixtures, fittings and appliances are to be capable of being easily cleaned, resistant to corrosion and constructed to prevent the harbourage of vermin.
 - (f) Washing basins and running hot and cold water are to be available.
 - (g) The walls shall be rigid, impervious and structurally sound;
 - (h) The roof shall be constructed of approved impervious materials;
 - (i) All untreated external surfaces of cattery shall be well maintained and aesthetically suitable as not to detract from the local environment and amenity.
 - (j) Each module and every part thereof shall not be at any less distance than nine metres from the boundaries of the land in the occupation of the owner of the cat management facility;
 - (k) Each module and each yard and every part thereof shall be behind the house line.
 - (l) Any other matter which in the opinion of the local government is deemed necessary for wellbeing of any person, or adjoining premises or the amenity of the area (or any part thereof).
- (3) Walk-in modules and enclosures –
 - (a) Cats shall be housed in walk-in modules that include a sleeping compartment and an exercise area or in colony pens.
 - (b) Walk-in modules must have a minimum floor area of 1.5 square metres and contain at least two levels including raised sleeping quarters.
 - (i) This size is for one cat only and an additional one square metre floor space is required for a second cat.
 - (ii) No more than two cats may be housed together in this type of accommodation.
 - (c) Cats may be multiple housed in colony pens.
 - (i) Each cat shall have a floor area of two square metres plus an individual sleeping area.
 - (ii) Only desexed compatible cats should be housed in this type of accommodation;
 - (d) The lowest internal height shall be at least 1.65 metres from the floor;

- (e) Each yard shall be securely fenced and kept securely fenced with a fence not less than 1.65 metres in height constructed of galvanised iron, wood, galvanised link mesh or netting;
- (f) All doors shall be provided with proper catches or means of fastening;
- (g) The upper surface of the floor shall be set at least 75mm above the surface of the surrounding ground and shall be constructed of granolithic cement finished to a smooth surface, it shall have a fall of not less than 1 in 100.
- (h) All modules and yards shall be surrounded by a drain which shall be properly laid, ventilated and trapped, and all floor washings shall be disposed of in accordance with the Health requirements of the local government; and
- (i) The floor of any yard shall be established and maintained to ensure a safe and hygienic environment.

(4) Management –

- (a) Cats must be housed singly except in the case of compatible cats from the same household with the written agreement of the keeper.
- (b) Enclosures are to be thoroughly cleaned each day and disinfected at least once a week to minimise disease.
- (c) No sick or ailing cat is to be kept on the premises.
- (d) The maximum number of cats to be kept on the premises stated on the permit is not to be exceeded.
- (e) An register is to be kept recording in respect of each cat or kitten, the –
 - (i) date of admission or birth if a kitten;
 - (ii) date of departure, sale or transfer;
 - (iii) breed, age, colour and sex;
 - (iv) the cat or kitten's microchip number; and
 - (v) the name and residential address of the keeper;
- (f) The register is to be made available for inspection on the request of an authorised person.
- (g) Any other matter which in the opinion of the local government is deemed necessary for the health and wellbeing of any cat, or person, or adjoining premises or the amenity of the area.

Schedule 3 – Modified penalties
[cl.7.3]

Item	Clause No.	Nature of offence	Modified penalty \$
1	2.1(5)(a)	Unauthorised release or attempted release of a cat	500
2	2.1(5)(b)	Interference with a pound	500
3	2.1(5)(c)	Interference with cage or container for seized cats	500
10	3.1	Keeping a cat in a non-residential zone	200
4	3.3(a)	Keeping more than two cats without a permit	200
5	3.3(b)	Failure to hold permit as a cat management facility	500
6	3.3(c)	Failure to hold permit as approved cat breeder	500
7	3.8	Cat in other than a public place not under effective control or with the consent of the occupier	200
8	3.9(1)	Cat creating a nuisance	200
9	3.9(4)	Failure to comply with notice to abate a nuisance	200

11	3.10(a)	Abandonment of a cat	500
12	3.10(b)	Failure to make adequate arrangement while temporarily absent	200
13	4.1	Failure to comply with conditions for all permits	200
14	4.2	Failure to comply with conditions of permit for other than a cat management facility	200
15	4.3	Failure to comply with conditions of permit for cat management facility	500
16	4.4	Failure to comply with conditions of permit for approved cat breeder	500
17	5.1	Cat in a public place not under effective control	200
18	5.2	Cat in a place where prohibited	200
	7.1	All other offences not specified	200

Dated this _____ day of _____ 2016.

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

R.S. YURYEVICH, Chairman of Commissioners

A.J. COOK, Chief Executive Officer.

**CEMETERIES ACT 1986
LOCAL GOVERNMENT ACT 1995**

SHIRE OF NARROGIN

CEMETERY LOCAL LAW 2016

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**CEMETERIES ACT 1986
LOCAL GOVERNMENT ACT 1995**

SHIRE OF NARROGIN

CEMETERY LOCAL LAW 2016

Under the powers conferred by the *Cemeteries Act 1986* and the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Narrogin resolved on _____ to adopt the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Cemetery Local Law 2016*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies to Narrogin Cemetery (Reserve 1875) located in the district.

1.4 Repeal

The *Bylaws Relating to Narrogin General Cemetery (Reserve 745)* published in the *Government Gazette* on 24 February 1950, and amended from time to time are repealed.

1.5 Definitions

In this local law, unless the context otherwise requires –

Act means the *Cemeteries Act 1986*;

ashes means so much of the remains of a dead body after the due processes of cremation as may be contained in a standard sized cremation urn of which the volume does not exceed 4,000 cubic centimetres, or such greater volume as approved by the CEO in writing;

assistance animal has the meaning set out in the *Disability Discrimination Act 1992* (Commonwealth);

authorised person means a person –

- (a) appointed by the local government under section 9.10 of the *Local Government Act 1995* for the purposes of performing any function or exercising any power, other than the giving of infringement notices, conferred upon an authorised person by this local law; or
- (b) authorised under section 64 of the Act to give infringement notices;

Board means the Council of the local government;

business day means any week day other than a public holiday in Western Australia;

CEO means the chief executive officer, for the time being, of the Board;

coffin means a coffin or other receptacle used for the transportation of a dead body to the grave site, or the receptacle used for the burial of a dead body in a grave;

Commissioner of Police means the Commissioner of Police for the time being appointed under the *Police Act 1892* and includes any person for the time being acting in that capacity;

disability has the meaning set out in the *Disability Discrimination Act 1992* (Commonwealth);

district means the district of the local government;

funeral director means a person –

- (a) holding current membership of –
 - (i) the Australian Funeral Directors Association, or
 - (ii) the National Funeral Directors Association; or
- (b) a person authorised by the personal representative of a deceased person, and approved by the CEO;

grant of right of burial means a right granted under clause 2.3 for immediate burial of a dead body, and for the purposes of this local law, includes placement of ashes in a grave, the niche wall or under a memorial plaque, or scattering of ashes within the cemetery;

headstone means a memorial designed for placement at the head of a grave, commemorating a grave or the placement of ashes;

interment includes, as the case may be –

- (a) burial of a dead body;
- (b) placement of ashes in a grave, niche wall or under a commemorative plaque; or
- (c) scattering of ashes;

interment permit means a single funeral permit issued by the local government under section 20 or 21 of the Act which entitles the holder to conduct the interment of a person named in the permit, and includes placement of ashes in a niche wall or memorial local, or scattering of ashes;

local government means the Shire of Narrogin;

mausoleum means a burial chamber wholly above or partially above and below ground level, so constructed as to allow the deposition of dead bodies into a compartment in the wall or floor and being sealed from view;

memorial has the meaning set out in the Act;

memorial plaque means a panel, plate or tablet designed or used for purposes of bearing a commemorative inscription;

monument means a sculpture, statue, cover of a grave or other form of memorial approved by the local government commemorating a grave or the placement of ashes, other than a headstone or memorial plaque;

natural stone means –

- (a) any variety of non-fabricated, naturally occurring stone or rock; or
- (b) any fabricated compound or fabricated aggregate which, in the opinion of the local government, has similar durability and aesthetic qualities as the materials specified in paragraph (a) above, suitable for decorative purposes and monumental sculpture and includes granite, but not glass, porcelain, ceramics or any pottery;

personal representative means –

- (a) the administrator or executor of an estate of a deceased person;
- (b) the person who, by law of practice, has the right to apply for administration of the estate of the deceased person; or
- (c) a person having the lawful custody of a dead body;

reservation means the pre-need purchase of a certificate made under clause 2.4 setting aside for use of the person reserving the grave, niche or memorial position, prior to any grant of right of burial made under clause 2.3;

set fee refers to fees and charges set by a resolution of the Board and published in the *Government Gazette*, under section 53 of the Act;

standard grave means a grave which does not exceed any of the following dimensions: 2m long, 1.2m wide and 2.1m deep;

utility services means municipal or public services and include the supply of water, electrical power, gas and refuse, building waste and sewerage disposal services;

vault means a below ground lined grave with one or more sealed compartments constructed to specifications approved from time to time by the Board; and

vehicle includes every conveyance and every object capable of being propelled or drawn on wheels, tracks or otherwise, and includes a bicycle and a skateboard.

PART 2 - ADMINISTRATION

2.1 Powers and functions of CEO

Unless a matter is specified to be determined by the Board, the CEO shall exercise all the powers and functions of the local government in respect of the cemetery.

2.2 Plans

- (1) The local government shall establish and maintain a plan of the cemetery showing –
 - (a) the location of areas set aside for burials, niche wall compartments, and placement of ashes in a garden;
 - (b) the location of an area to be used only for burials of persons of a particular religious denomination;
 - (c) the location of different areas of the cemetery to which different requirements for memorials apply;
 - (d) the location of areas set aside for the works and other uses as specified in sections 24(2)(a) and (b) of the Act; and
 - (e) areas restricted in accordance with clause 2.6.
- (2) The Board may from time to time establish and vary the boundaries of any area referred to in subclause (1).
- (3) The plans referred to in subclause (1) shall be open for inspection by members of the public during normal office hours of the local government.

2.3 Grant of right of burial

- (1) Upon payment of the set fee, a grave, niche compartment or memorial location shall be granted right of burial for a period in accordance with section 25(1) of the Act.
- (2) Upon payment of the set fee, a grant of right of burial shall be extended for a further period in accordance with section 25(2) or (4) of the Act.
- (3) A grant of right of burial made and recorded at the commencement of this local law, shall remain valid for the periods specified by the Act.
- (4) If the local government refuses to an application under subclause (1) or (2), written notice of the refusal is to be given to the applicant.

2.4 Pre-need services

- (1) Prior to issue of a grant of right of burial, and upon payment of the set fee, pre-need purchase of a certificate (reservation) for a specific position of gravesite, niche compartment or memorial location may be approved for a period not exceeding five years.
- (2) Upon payment of the set fee, pre-need purchase of a certificate may be renewed for a further period not exceeding five years.
- (3) Cancellation of a pre-need purchase certificate may be made by the person holding the reservation or authorised representative at any time.
- (4) For avoidance of doubt, pre-need purchase of a certificate is not a grant of right of burial.
- (5) If the local government refuses to an application under subclause (1) or (2), written notice of the refusal is to be given to the applicant.

2.5 Local government may enter into an agreement for maintenance

The local government may enter into an agreement with the holder of a grant of right of burial under clause 2.3 or holder of a pre-need certificate under clause 2.4 for the maintenance of an area of the cemetery at the expense of the holder.

2.6 Historical Indigenous areas

- (1) No interments or memorials are permitted in the portions of the cemetery identified by the Board under clause 2.2, except with the specific approval of the Board, as records of burials in this area are unobtainable, or pre-date establishment of the district.
- (2) Should evidence be discovered, reporting requirements of section 15 or section 41 of the Aboriginal Heritage Act 1972, as the case may require, shall be complied with.

PART 3 - APPLICATION FOR INTERMENT

3.1 Application for interment permit

- (1) A funeral director may apply for approval for interment in the cemetery.

- (2) An application for an interment permit is for a dead body, shall include coffin specifications and details of the vehicle transporting the dead body to the gravesite.
- (3) An application under subclause (1) shall be accompanied by the set fee.

3.2 Applications to be accompanied by certificates etc

- (1) An application under clause 3.1 shall be accompanied by a certificate issued under clause 3.3, in respect of the dead body.
- (2) The local government may require that an application under clause 3.1 be accompanied by either a medical certificate of death or a Coroner's order of burial, in respect of the dead body.

3.3 Certificate of identification

- (1) After a dead body is placed in a coffin and prior to the dead body being removed to the cemetery, a person who personally knew the deceased shall identify the dead body and shall provide a certificate of identification, unless –
 - (a) in the opinion of the funeral director, the dead body is not in a fit state to be viewed; or
 - (b) after reasonable effort the funeral director is unable to arrange for a person to identify the dead body.
- (2) A funeral director shall provide a certificate, where –
 - (a) in the opinion of the funeral director, the dead body is not in a fit state to be viewed; or
 - (b) after reasonable effort the funeral director is unable to arrange for a person to identify the dead body.

3.4 Minimum notice required

An application for interment shall be made with the local government at least four business days prior to the day proposed for interment otherwise an extra charge may be made.

3.5 Refusal of application

- (1) The local government may refuse an application for a interment permit if –
 - (a) in the opinion of the local government, either the coffin specifications or the details of the vehicle transporting the dead body to the gravesite are not structurally sound or are otherwise inadequate or inappropriate; or
 - (b) on any other grounds.
- (2) The local government may refuse an application for a pre-need certificate.
- (3) If the local government refuses to approve an application under subclause (1) or (2), written notice of the refusal is to be given to the applicant.

PART 4 - FUNERALS AND MEMORIAL SERVICES

4.1 Fixing times for interments

- (1) On receipt of a properly completed application form and the satisfaction of all other requirements of the Act and this local law, the local government may –
 - (a) approve a time for the funeral; and
 - (b) dig or re-open any grave that is required.
- (2) The time approved for an interment is at the discretion of the local government but will be as near as possible to the time requested by the applicant.
- (3) Except with the permission of the local government and subject to such conditions as may be applied, a person shall not carry out an interment –
 - (a) on a Saturday, a Sunday or a public holiday;
 - (b) commencing at any time other than between the hours 9:00 am to 2.00 pm; or
 - (c) to conclude later than 3.00pm.

4.2 Memorial services or processions

Upon application, the local government may permit, with or without interment or broadcasting of ashes –

- (a) conduct of a memorial service; or
- (b) a procession.

4.3 Processions

The time fixed by the local government for interment shall be the time at which the procession is to arrive at the cemetery gates, and, if not punctually observed, then the applicant who applied to hold the interment under clause 3.1 shall if required, pay the set fee for being late.

4.4 Conduct of interments by the local government

When conducting an interment, or for the purposes of deciding whether to conduct an interment, under section 22 of the Act the local government may –

- (a) require a written request to be made for the local government to conduct an interment;
- (b) in its absolute discretion, charge any person requesting it to conduct an interment the set fee for the conduct of that funeral;
- (c) where no fee or a reduced fee has been charged by it for the conduct of the interment, determine the manner in which the interment shall be conducted;
- (d) specify an area in the cemetery for the interment;
- (e) conduct the funeral notwithstanding the failure of a person to make any application or to obtain any consent required under this local law; and
- (f) do or require anything which considered is necessary or convenient for the conduct of the funeral by the local government.

PART 5 - INTERMENTS

5.1 Requirements for burials and coffins

A person shall not bring a dead body into the cemetery unless –

- (a) the local government has approved an application for the burial of that dead body in accordance with clause 3.1;
- (b) it is enclosed in a coffin which in the opinion of the local government is structurally sound and bears the name of the deceased person indelibly inscribed in legible characters on a plate properly affixed in a clearly visible position on the lid of the coffin; and
- (c) under the plate referred to in paragraph (b) there is a substantive lead strip bearing the surname of the deceased person stamped in legible characters, each character being not less than 10 mm in height.

5.2 Preparation of graves

- (1) A person shall not dig or prepare a grave or fill a grave, unless that person has the permission of the local government.
- (2) Regardless of prior grant of right of burial under clause 2.3 or gravesite approved upon application made under clause 3.1, the local government may direct the digging or preparation of a grave in an alternate position, where –
 - (a) evidence of a prior interment is found, or known to have occurred;
 - (b) access to the position is constrained;
 - (c) the digging or preparation of the grave is unreasonably difficult; or
 - (d) utility services may be interfered with.
- (3) Where an alternative position for the grave is directed under subclause (2), the local government is to advise the funeral director immediately.

5.3 Dimensions of graves

- (1) A person shall not bury a dead body in the cemetery other than in a standard grave, unless that person has the permission of the CEO.
- (2) Every grave prepared by the Board shall be dug at least 1.8m deep and shall not exceed 2.3m in depth, unless otherwise determined by the Board.
- (3) A person shall not bury a dead body within the cemetery so that the distance from the top of the coffin to the original surface of the ground is –
 - (a) subject to paragraph (b), less than 1600mm, unless that person has the permission of the CEO; or
 - (b) in any circumstances less than 750mm.

- (4) The permission of the local government in subclause (3) shall not be granted unless in the opinion of the CEO exceptional circumstances require granting of that permission.

5.4 Ashes not to be held by the local government

The local government shall not accept custody of ashes of a deceased person.

5.5 Disposal of ashes

- (1) Except in accordance with an approved application under clause 3.1, a person shall not bring or dispose of the ashes of a deceased person in the cemetery.
- (2) A funeral director, the personal representative of a deceased person whose body has been cremated, or other person approved by the CEO, may apply to the local government for permission to dispose of the ashes of that deceased person in the cemetery by one of the following methods, if that method is available –
 - (a) placed in a niche wall;
 - (b) placed under a family tree or shrub;
 - (c) placed under a bench seat;
 - (d) placed in a grave, vault or mausoleum;
 - (e) scattered in an area approved by the local government;
 - (f) placed in a memorial garden; or
 - (g) placed in or under other memorials approved by the local government.
- (3) The local government may require a person making an application under subclause (2) to provide additional information reasonably related to the application before determining the application.
- (4) The local government may –
 - (a) approve an application under subclause (2) unconditionally or subject to any conditions; or
 - (b) refuse to approve an application under subclause (2).
- (5) Where an application under subclause (2) has been approved subject to conditions, the applicant must comply with each of those conditions, as amended.
- (6) If the local government refuses to approve an application under subclause (2), written notice of the refusal is to be given to the applicant.

5.6 Vaults and mausoleums

- (1) A person shall not construct a vault or mausoleum within the cemetery, except with the specific approval of the Board.
- (2) A vault or mausoleum within the cemetery shall at all times remain the property of the local government.
- (3) An application under subclause (1) shall be in writing and shall be accompanied by payment of the set fee.
- (4) The local government may require a person making an application under subclause (1) to provide additional information reasonably related to the application before determining the application.
- (5) The Board may –
 - (a) approve an application under subclause (1) unconditionally or subject to any conditions; or
 - (b) refuse to approve an application under subclause (1).
- (6) Where an application under subclause (1) has been approved subject to conditions, the applicant must comply with each of those conditions, as amended.
- (7) If the Board refuses to approve an application under subclause (1), written notice of that refusal is to be provided to the applicant.
- (8) A person shall not place a dead body in a vault or mausoleum except –
 - (a) in a closed coffin;
 - (b) in a soundly constructed and sealed chamber; and
 - (c) in accordance with subclause (9).
- (9) The number of burials in a chamber must not exceed the number for which the chamber was designed.

5.7 Re-opening a grave

- (1) A person shall not reopen a grave without the approval of the local government.
- (2) If for the purpose of re-opening a grave in the cemetery, the local government finds it necessary to remove plants, grass, shrubs or other like matter from the grave, then the person ordering the re-opening of that grave shall bear the cost of the removal and any necessary reinstatement.

5.8 Exhumation of a coffin

- (1) Subject to subclause (2), a person shall not exhume a coffin in the cemetery for the purposes of reburial within 12 months after the date of its interment.
- (2) Subclause (1) shall not apply where the exhumation is ordered or authorised pursuant to the Act.
- (3) Subject to subclause (1) and (2) prior to any other exhumation, the holder of a grant of right of burial must have applied in writing to the CEO requesting the exhumation and the CEO has authorised the exhumation.

5.9 Opening of coffin

A person shall not open a coffin in the cemetery unless –

- (a) the coffin is opened for the purposes of the exhumation of a dead body; or
- (b) that person has produced to the CEO an order signed by the Commissioner of Police and the CEO has approved the opening of that coffin.

PART 6 - APPLICATIONS FOR MEMORIALS

6.1 Application to place memorial

- (1) Upon payment of the set fee, the local government may approve an application to place a memorial with or without conditions, including restricting use of materials such as wood, dimensions of memorial work etc, so as not to detract from the amenity of the cemetery.
- (2) The local government may require the written consent of the holder of the right of burial of the grave, the personal representative of a deceased person, or other person to the satisfaction of the CEO to accompany an application for a memorial made under section 30 of the Act.
- (3) Where written consent is not able to be produced, the local government may approve with or without conditions or decline an application in its absolute discretion.
- (4) If the local government refuses to approve an application under subclause (2), written notice of that refusal is to be provided to the applicant.

6.2 Australian War Graves

Notwithstanding anything in this local law to the contrary, the Office of Australian War Graves –

- (a) may place a complying memorial on a military grave; and
- (b) is not required to pay the set fee for any memorial that is placed upon a military grave.

PART 7 - MEMORIALS PERMITTED

7.1 Limitation on dimensions of memorials

- (1) No part of a memorial, including any grave cover, kerbing, boundary marker or enclosure is to extend beyond the standard dimensions of a gravesite.
- (2) No part of a monument above its base shall extend horizontally beyond its base.
- (3) Notwithstanding subclause (1), on request of the personal representative, the local government may approve a memorial over adjoining multiple gravesites, where –
 - (a) the persons interred are of the same family; or
 - (b) for other acceptable reason.

7.2 Specification for monument

- (1) A monument in the cemetery –
 - (a) shall be made of natural stone;
 - (b) shall be placed on a base of natural stone;

- (c) the portion not being a grave cover, shall comply with the following specifications –
 - (i) unless a greater height is approved by the CEO, the overall height of a monument above the original surface of the grave shall not exceed 1.2m;
 - (ii) the height of the base of the monument above the original surface of the grave shall not be less than 150mm nor more than 450mm;
 - (iii) the width of the base of the monument shall not exceed 1.2m;
 - (iv) the length of the base of the monument measured along the length of the grave shall not exceed 600m;
 - (d) the portion being a grave cover, shall comply with the following specifications
 - (i) unless a greater height is approved by the CEO, the overall height of a monument above the original surface of the grave shall not exceed 300mm;
 - (ii) the width of the grave cover shall not exceed 1.2m;
 - (iii) the length of the grave cover shall not exceed 2.4m; and
 - (e) shall have foundations extending to a depth of 1.0 metre unless concrete beam foundations are approved by the local government.
- (2) Subject to subclause (3) a memorial plaque may be attached to a monument that has been or is being erected.
- (3) The provisions of clause 7.4 and clause 7.5 apply to plaques that are attached to a headstone.

7.3 Specification for headstone

- (1) A headstone shall –
- (a) be made of natural stone;
 - (b) be placed on a base of natural stone;
 - (c) comply with the following specifications –
 - (i) be placed on proper and substantial foundations extending to a depth of 1 metre unless concrete beam foundations are provided
 - (ii) the height of the base of the headstone above the highest point of the original surface of the grave shall not be less than 150mm nor more than 200mm;
 - (iii) the overall height of the headstone, including the base, shall not exceed 1.2m;
 - (iv) the length of the base of the headstone measured across the width of the grave shall not exceed 1.2 metre;
 - (v) the width of the base of the headstone measured along the length of the grave shall not exceed 300mm; and
 - (vi) no part of a headstone above its base shall extend horizontally beyond that base.
 - (d) have foundations extending to the bottom of the grave unless concrete beam foundations are approved by the local government.
- (2) Subject to subclause (3) a memorial plaque may be attached to a headstone erected or being erected within the cemetery.
- (3) The provisions of clause 7.4 and clause 7.5 apply to plaques that are attached to a headstone.

7.4 Specification for memorial plaque

- (1) A memorial plaque shall –
- (a) be made of –
 - (i) admiralty bronze;
 - (ii) polished or brushed stainless steel, or
 - (iii) other material approved by the local government;
 - (b) have the dimensions not being more than –
 - (i) single – 380mm x 280mm; or
 - (ii) double – 560mm x 280mm.
- (2) If not mounted on a monument, headstone or wall other than a niche wall, a memorial plaque is to –
- (a) be mounted on a base not more than –
 - (i) single – 395mm x 295mm; or
 - (ii) double – 575mm x 295mm.

- (b) have foundations extending to a depth of 1.0 metre unless concrete beam foundations are approved by the local government.
 - (c) the highest part of the memorial plaque is to be not less than 150mm nor more than 450mm above the surrounding surface.
- (3) A memorial plaque –
- (a) made of admiralty bronze shall not exceed 20mm in thickness;
 - (b) made of polished or brushed stainless steel shall not exceed 8mm in thickness;
 - (c) made of stone
 - (i) shall not exceed 50mm in thickness if placed upon a base;
 - (ii) shall not be less than 100 millimetres in thickness if it is not to be placed upon a base mounting and
 - (d) shall be placed upon a base mounting approved by the local government.
- (4) A memorial plaque shall not to extend beyond the physical dimensions of the monument, headstone, base or other item on which it is mounted.

7.5 Specification for niche wall and other commemorative plaques

- (1) A niche wall or other commemorative plaque shall –
- (a) be made of –
 - (i) admiralty bronze;
 - (ii) polished or brushed stainless steel, or
 - (iii) other material approved by the local government;
 - (b) have the dimensions not being more than –
 - (i) single – minimum of 140mm x 115mm, to maximum of 145mm x 120mm
 - (ii) double – minimum of 275mm x 120mm, to maximum of 285mm x 125mm
- (2) If not mounted on a monument, headstone or wall, a niche wall or commemorative plaque is to –
- (a) be mounted on a base not more than –
 - (i) single – minimum of 155mm x 130mm, to maximum of 160mm x 135mm
 - (ii) double – minimum of 290mm x 1350mm, to maximum of 300mm x 140mm
 - (b) have foundations extending to a depth of 1.0 metre unless concrete beam foundations are approved by the local government.
 - (c) the highest part of the commemorative plaque is to be not less than 150mm nor more than 450mm above the surrounding surface.
- (3) A niche wall or commemorative plaque shall be –
- (a) made of admiralty bronze shall not exceed 20mm in thickness;
 - (b) made of polished or brushed stainless steel shall not exceed 8mm in thickness;
 - (c) placed upon a base mounting approved by the local government.
- (4) A commemorative plaque shall not to extend beyond the physical dimensions of the monument, headstone, base or other item on which it is mounted.

7.6 Specification for gravesite fencing

Any fencing used as a memorial or part of a memorial shall –

- (a) be a picket fence made of white powder coated aluminium or other materials approved by the local government;
- (b) have concrete foundations not less than 250mm square and 750mm deep not more than 1200mm apart, or concrete beam foundations approved by the local government;
- (c) unless otherwise approved by the local government, comply with the following specification –
 - (i) in length, not be more than 2400mm in length, nor less than 900mm;
 - (ii) in width, not be more than 1200mm in width, nor less than 900mm; and
 - (iii) in height, not less than 450mm, nor more than 550mm from the original surface of the grave.

7.7 Display of trade names on memorials not allowed

A person shall not display any trade names or marks on a memorial.

7.8 Use of wood

No wooden fence, railing or construction other than a cross, shall be allowed on or around a grave, other than as a temporary marker or with the permission of the local government.

PART 8 - MEMORIALS AND OTHER WORK

8.1 Numbering of graves

A person shall not carry out memorial work on a grave unless the number of that grave is, depending on the area where the grave is located, indelibly and legibly inscribed either on the base of the head of the monument or on the base of the headstone, or if this is not practicable, on the kerbing at the foot of the grave.

8.2 Carrying out memorial work

- (1) A person shall not carry out memorial work within the cemetery unless that person is authorised by the local government to do so under clause 6.1.
- (2) All material required in the erection and completion of any memorial work shall, be prepared before being taken to the cemetery.
- (3) The local government may place restrictions on the hours of work, access to the cemetery or other matters considered appropriate.
- (4) Memorial works shall be suspended during the conduct of any funeral within the cemetery.
- (5) Work is not permitted to be left unattended in an untidy or unsafe state.

8.3 Removal of sand, soil or loam

No sand, earth or other material shall be taken from any part of the cemetery for use in the construction of any memorial or other work, or cause any material to be removed from the cemetery except with the written approval of the local government.

8.4 Removal of rubbish

All refuse, rubbish or surplus material remaining after approved memorial works are completed shall be immediately removed from the cemetery by the person carrying out the same.

8.5 Plants and trees

No trees or shrubs shall be planted on any grave or within the cemetery except such as shall be approved by the local government.

8.6 Supervision

All workers, whether employed by the local government or by any other person, shall at all times while within the boundaries of the cemetery be subject to the supervision of the local government and shall obey any directions of the local government.

8.7 Placing of grave ornaments

- (1) A person shall not place vases or other grave ornaments –
 - (a) outside the perimeter of a grave in the cemetery as defined in the plans kept and maintained under section 40(2) of the Act; or
 - (b) outside of an area set aside by the Board as a memorial plaque section.
- (2) The use of glass, porcelain, ceramics or pottery is not permitted, other than that in place at commencement of this local law.

8.8 Hours of work

Except in accordance with the permission of an authorised person, a person shall not carry out memorial or other work within the cemetery –

- (a) during a funeral; or
- (b) other than between the hours of 8:00 am and 5:00 pm on a business day.

8.9 Unfinished work

A person who does not complete any work before 5:00 pm on a business day shall leave the work in a neat and safe condition to the satisfaction of the local government.

PART 9 - GENERAL

9.1 Vehicle access and speed limitation

- (1) A person shall drive a vehicle on a vehicular access way or the constructed roadway or other areas designated for the use of vehicles within the cemetery, unless otherwise authorised by the local government.
- (2) A person driving a vehicle, within the cemetery, shall not exceed the speed limit of 20 kilometres per hour, and shall comply with the signs and directions in the cemetery.

9.2 Assistance animals

This local law is subject to any written law and law of the Commonwealth about assistance animals as defined in the *Disability Discrimination Act 1992 (Commonwealth)* section 9(2).

9.3 Utility services

- (1) Other than with the approval of the local government, a person shall not –
 - (a) connect any device or equipment to any utility services supplied on or at the cemetery; or
 - (b) alter or interfere with utility services infrastructure located in the cemetery;
- (2) The local government may recover from a person the reasonable costs incurred by the local government for the supply to and use of any utility services by that person at the cemetery.

9.4 Damaging and removing of objects

Subject to clause 9.7, a person shall not damage, remove or pick any tree, plant, shrub or flower in the cemetery or any other object or thing on any grave or memorial or which is the property of the Board without the permission of the local government.

9.5 Withered flowers

A person may remove withered flowers from a grave or memorial and these are to be disposed of in an appropriate manner.

9.6 Littering and vandalism

A person shall not –

- (a) damage, deface or interfere with any monument or gravesite in any manner whatsoever;
- (b) break or cause to be broken any glass, ceramic or other material in or upon the cemetery;
- (c) discard, deposit, leave or cause to be discarded, deposited or leave any refuse or litter in the cemetery other than in a receptacle provided for that purpose.

9.7 Advertising

- (1) A person shall not advertise or carry on any trade, business or profession in the cemetery without the approval of the Board.
- (2) Upon payment of the set fee, the Board may consider and give approval subject to such conditions as the Board thinks fit.

9.8 Signs and directions of the Board

- (1) The local government may display, mark, place or erect a sign within the cemetery specifying conditions relating to the use of the cemetery.
- (2) A person shall obey all signs displayed, marked, placed or erected by the local government within the cemetery and any other lawful direction by the local government.

9.9 Removal from the cemetery

- (1) Any person failing to comply with any provisions of this local law or behaving in a manner that in the opinion of the local government is inappropriate in the cemetery may in addition to any penalty provided by this local law be ordered to leave the cemetery.
- (2) A person to whom an order under subclause (1) is given must comply with that order.

9.10 Local government may close cemetery

The local government may –

- (a) temporarily close the cemetery or any part of it;
- (b) exclude from the cemetery the public and all persons or so many of the public or so many persons as the local government consider to be necessary;
- (c) regulate, prohibit or restrict access to the cemetery or any part of it; or
- (d) direct persons to leave the cemetery or any part of it, for purposes of –
 - (i) a funeral or public convenience;
 - (ii) maintenance, redevelopment or extension of the cemetery;
 - (iii) public safety; or
 - (iv) other operational reasons.

9.11 Fireworks or firearms

Upon application, and subject to the approval of the Commissioner of Police, the CEO may permit an honour guard and discharge of firearms in a volley salute for a deceased military or police officer.

9.12 Liability for damage or works required to comply

- (1) Where a person –
 - (a) causes damage to any grave, memorial, structure, building, furniture, plant or any other item or thing in the cemetery;
 - (b) does a thing not authorised by this local law; or
 - (c) does not do a thing required by this local law;
 the local government may by notice in writing to that person require that person within the time required in the notice to, at the option of the local government –
 - (d) pay the costs of reinstating the property to the state it was in prior to the occurrence of the damage;
 - (e) pay the costs of replacing that property;
 - (f) pay the costs of works required to comply with this local law; or
 - (g) carry out works required to comply with this local law.
- (2) On a failure to comply with a notice issued under subclause (1), the local government may recover the costs referred to in the notice as a debt due to it.

9.13 Offence to fail to comply with notice

Whenever the local government gives a notice under this local law requiring a person to do any thing, if a person fails to comply with the notice, that person commits an offence.

9.14 Local government may undertake requirements of notice

Where a person fails to comply with a notice referred to in clause 9.13, the local government may do the thing specified in the notice and recover from the person to whom the notice was given, as a debt, the costs incurred in so doing.

PART 10 - OFFENCES AND MODIFIED PENALTIES

10.1 General penalties

A person who commits a breach of any provisions of this local law commits an offence and shall on conviction be liable to a penalty not exceeding \$500, and if the offence is a continuing one to a further penalty not exceeding \$20 for every day or part of a day during which the offence has continued.

10.2 Modified penalties

- (1) The offences specified in Schedule 1 are offences which may be dealt with under section 63 of the Act.
- (2) The modified penalty payable in respect of an offence specified in Schedule 1 is set out in the third column of Schedule 1.
- (3) The infringement notice referred to in section 63(1) of the Act shall be substantially in the form set out in the Schedule 2.
- (4) The notice withdrawing an infringement notice referred to in section 63(3) of the Act shall be substantially in the form set out in Schedule 3.

SCHEDULE 1 – MODIFIED PENALTIES

OFFENCES IN RESPECT OF WHICH MODIFIED PENALTIES APPLY

Item	Clause	Nature of offence	Modified Penalty \$
1	4.2(a)	Memorial service without permission	50
2	4.2(b)	Procession without permission	50
3	5.1	Failure to obtain approval to bring a dead body into the cemetery	50
4	5.2(1)	Unauthorised digging, preparation or filling of grave	50
5	5.3(1)	Unauthorised burial of dead body	50
6	5.5(1)	Unauthorised disposal of ashes	50
7	5.5(2)	Disposal of ashes in an unauthorised manner	50
8	5.6(1)	Unauthorised construction of vault or mausoleum	50
9	5.7(1)	Unauthorised reopening of a grave	50
10	5.8(1)	Unauthorised exhumation of a coffin	50
11	5.9	Unauthorised opening of a coffin	50
12	7.7	Use of trade name or mark on a memorial	50
13	8.1	Failure to place grave number on memorial or surrounds	50
14	8.2	Unauthorised construction of a memorial	50
15	8.3	Unauthorised use of materials taken from within the cemetery	50
16	8.4	Failure to remove rubbish and surplus materials	50
17	8.5	Unauthorised planting of tree or shrub	50
18	8.6	Failure to comply with direction of authorised person	50
19	8.7	Unauthorised grave ornaments	50
20	8.8	Works carried out during unauthorised times	50
21	8.9	Failure to leave uncompleted works in a tidy and safe condition	50
22	9.1(a)	Not driving vehicle on vehicular access way or constructed roadways or within designated areas	50
23	9.1(b)	Exceeding speed limit	50
24	9.3	Interference with utility services	50
25	9.4	Damaging or removing object	50
26	9.5	Failure to dispose of withered flowers correctly	50
27	9.6	Littering and/or vandalism	50

28	9.7	Unauthorised advertising and/or trading	50
29	9.8(2)	Failure to obey sign or lawful direction within cemetery	50
30	9.9(2)	Failure to comply with order to leave cemetery	50
31	9.10	Failure to comply with closure of all or part of cemetery	50
32	9.13	Failure to comply with notice within specified period	50

SCHEDULE 2 – INFRINGEMENT NOTICE

[cl. 10.2(3)]

INFRINGEMENT NOTICE

Shire of Narrogin

INFRINGEMENT NUMBER –		
To:		
Address:		
	It is alleged that –	
At –		
On –	Day	Date
Location –	Narrogin General Cemetery (Reserve 745)	
	You committed the following offence –	
Contrary to –	Shire of Narrogin Cemetery Local Law 2016	
Schedule 1 reference –	Item No. –	Clause –
Offence –		
Brief description –		
The modified penalty for the offence is –	\$	
	If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid at the Shire of Narrogin within a period of 28 days after the giving of this notice.	
Name of authorised person –		
Position –		
Signature –		
Date –		
	Payments may be made – a) On-line at www.narrogin.wa.gov.au b) EFT to _____ c) In person at – Shire of Narrogin, 89 Earl St, Narrogin during business hours	

	d) By mail to – Shire of Narrogin PO Box 188, Narrogin 6312 Please make cheques payable to Shire of Narrogin.
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SCHEDULE 3 – WITHDRAWAL OF INFRINGEMENT NOTICE

[cl. 10.2(4)]

WITHDRAWAL OF INFRINGEMENT NOTICE

Shire of Narrogin

To –	
Address –	
	It is advised that –
Infringement Notice No. –	
Dated –	
For the alleged offence of –	
	has been withdrawn.
The modified penalty of –	\$
Reason for withdrawal –	No further action will be taken.
(Delete whichever does not apply)	It is proposed to institute court proceedings for the alleged offence
Name of authorised person –	
Position –	
Signature –	
Date –	

Dated this _____ day of _____ 2016.

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

R.S. YURYEVICH, Chairman of Commissioners

A.J. COOK, Chief Executive Officer

DOG ACT 1976

SHIRE OF NARROGIN

DOGS LOCAL LAW 2016

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DOG ACT 1976

SHIRE OF NARROGIN

DOGS LOCAL LAW 2016

Under the powers conferred by the *Dog Act 1976*, the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Narrogin resolved on the _____ day of _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Dogs Local Law 2016*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

- (1) The *By-laws Relating to Dogs* made by the Town of Narrogin and published in the *Government Gazette* on 16 October 1987, are repealed.
- (2) The *Shire of Narrogin Dogs Local Law 2005* published in the *Government Gazette* on 7 June 2005, is repealed.

1.5 Definitions

In this local law unless the context otherwise requires –

Act means the Dog Act 1976;

adjoining includes land or premises which have a portion of a common boundary with a lot or is separated from that lot by a public reserve, road, right-of-way, pedestrian access way, access leg of a battle-axe lot or the equivalent not more than 6m in width;

authorised person means a person authorised by the local government to perform all or any of the functions conferred on an authorised person under this local law;

CEO means the Chief Executive Officer of the local government;

dangerous dog has the meaning given to it by section 3(1) of the Act;

district means the district of the Shire of Narrogin;

dog management facility has the meaning given to it in section 3(1) of the Act, and includes a kennel establishment;

infringement notice means the notice referred to in clause 7.4;

kennel establishment means any premises where more than the number of dogs under clause 3.4 over the age of three months are kept, boarded, trained or bred temporarily, usually for profit and where the occupier of the premises is not the ordinary keeper of the dogs;

licence means a licence to keep an approved kennel establishment on premises granted under clause 4.4;

licensee means the holder of a licence granted under clause 4.4;

local government means the Shire of Narrogin;

local planning scheme means a planning scheme of the local government made under the *Planning and Development Act 2005*;

notice of withdrawal means the notice referred to in clause 7.7(1).

owner, in relation to a dog, has the same meaning as in section 3(1) and (2) of the Act;

person liable for the control of the dog has the same meaning as in section 3(1) of the Act;

premises in addition to the meaning given to it in Section 3 of the Act, means the premises described in the application for a licence made under clause 4.1;

public place has the meaning given to it by section 3(1) of the Act;
Regulations means the Dog Regulations 2013;
Schedule means a schedule to this local law;
set fee means a fee or charge made by the local government in accordance with clause 2.1 or clause 4.9;
thoroughfare has the meaning given to it in section 1.4 of the *Local Government Act 1995*; and
transferee means a person who applies for the transfer of a licence to her or him under clause 4.13.

PART 2 - IMPOUNDING OF DOGS

2.1 Fees and charges

The following are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995* –

- (a) the charges to be levied under section 29(4) of the Act relating to the seizure and impounding of a dog;
- (b) the additional set fee payable under section 29(4) of the Act where a dog is released at a time or on a day other than those determined under clause 2.2; and
- (c) application for additional the costs of the destruction and the disposal of a dog referred to in section 29(15) of the Act.

2.2 Attendance of authorised person at dog management facility

An authorised person is to be in attendance at the dog management facility for the release of dogs at the times and on the days of the week as determined by the CEO.

2.3 Release of impounded dog

- (1) A claim for the release of a dog seized and impounded is to be made to an authorised person or if absent, to the CEO.
- (2) An authorised person is not to release a dog seized and impounded to any person unless that person has produced, to the satisfaction of an authorized person, evidence –
 - (a) of her or his ownership of the dog or of her or his authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the dog.

2.4 Unauthorised release

Unauthorised release of dogs is dealt with by section 43 of the Act.

PART 3 - KEEPING OF DOGS

3.1 Dogs to be confined

- (1) An occupier of premises on which a dog is kept must –
 - (a) cause a portion of the premises on which the dog is kept to be fenced in a manner capable of confining the dog;
 - (b) ensure the fence used to confine the dog and every gate or door in the fence is of a type, height and construction which having regard to the breed, age, size and physical condition of the dog is capable of preventing the dog at all times from passing over, under or through it;
 - (c) ensure that every gate or door in the fence is kept closed at all times when the dog is on the premises (unless the gate is temporarily opened in a manner that ensures that the dog remains confined) and is fitted with a proper latch or other means of fastening it;
 - (d) maintain the fence and all gates and doors in the fence in good order and condition; and
 - (e) where no part of the premises consists of open space, yard or garden or there is no open space or garden or yard of which the occupier has exclusive use or occupation, ensure that other means exist on the premises (other than the tethering of the dog) for effectively confining the dog within the premises.
- (2) Where an occupier fails to comply with subclause (1), he or she commits an offence.

3.2 Limitation on the number of dogs

- (1) This clause does not apply to premises which have been –
 - (a) Licensed under Part 4 of this local law as an approved kennel establishment; or

- (b) granted an exemption under section 26(3) of the Act.
- (2) The limit on the number of dogs which may be kept on any premises is, for the purpose of section 26(4) of the Act –
 - (a) two dogs over the age of three months and the young of those dogs under that age if the premises are zoned other than for the purposes of general agriculture under a local planning scheme; or
 - (b) four dogs over the age of three months and the young of those dogs under that age if the premises are zoned for the purposes of general agriculture under a local planning scheme .

3.3 Application to keep additional dog or dogs

Subject to clause 3.5, and upon application the local government may consider –

- (1) an application to keep one additional dog on premises that are zoned other than for the purposes of general agriculture under a local planning scheme shall –
 - (a) provide sufficient detail regarding the reason for keeping more than two dogs;
 - (b) provide written consent from owners and occupiers of any premises adjoining the premises; and
 - (c) in the case of a tenanted property, provide written consent from either the landowner or their appointed real estate agent.
- (2) an application to keep more than four dogs on premises zoned for the purposes of general agriculture under a local planning scheme shall –
 - (a) provide sufficient detail regarding the reason for keeping more than four dogs; and
 - (b) in the case of a tenanted property, provide written consent from either the landowner or their appointed real estate agent.
- (3) applications to keep an additional dog or dogs where –
 - (a) the property is deemed suitable by an authorised person –
 - (i) having sufficient space capable of confining all dogs;
 - (ii) noise, odours, fleas, flies and other vectors of disease will be effectively controlled;
 - (iii) the care and welfare of the dogs is considered adequate.
 - (b) the details of every dog proposed to be kept on the premises are provided including name, age, colour/description, breed, registration number and micro-chip details; and
 - (c) sufficient reason has been provided, including –
 - (i) to replace an elderly or sick dog not expected to live;
 - (ii) a family emergency resulting in the dog being inherited;
 - (iii) merging of two households;
 - (iv) where the applicants have had approval to keep an additional dog or dogs in another local authority; or
 - (v) on premises zoned for the purposes of general agriculture under a local planning scheme, the dog or dogs are required for stock management; or to be on the premises temporarily for the purposes of training for stock management.

3.4 Determination of application

In determining an application for a licence, the local government is to have regard to –

- (a) the matters referred to in clause 3.5;
- (b) the effect which approval of the proposed may have on the environment or amenity of the neighbourhood; and
- (c) whether approval of the application will create a nuisance for the owners and occupiers of adjoining premises.

3.5 Where application cannot be approved

The local government will not approve an application to keep an additional dog or dogs –

- (a) more than three dogs are proposed to be kept on premises zoned other than for the purposes of general agriculture under a local planning scheme; or
- (b) more than six dogs are proposed to be kept on premises zoned for the purposes of general agriculture under a local planning scheme.
- (c) where any dog already kept on the premises is a dangerous dog.

3.6 Conditions of approval

- (1) The local government may approve an application for a licence subject to any conditions as considered appropriate.
- (2) Approval of an application is not transferable to successive owners or occupiers of the premises.

3.7 Compliance with conditions of approval

A person who does not comply with the conditions of approval to keep an additional dog or dogs commits an offence.

PART 4 - APPROVED KENNEL ESTABLISHMENTS

4.1 Application for licence for approved kennel establishment

An application for a licence must be made substantially in the form of Schedule 1, and must be lodged with the local government together with –

- (a) plans and specifications of the kennel establishment, including a site plan;
- (b) copies of the notices to be given under clause 4.2;
- (c) written evidence that either the applicant or another person who will have the charge of the dogs, will reside on the premises or, in the opinion of the local government, sufficiently close to the premises so as to control the dogs and so as to ensure their health and welfare;
- (d) a written acknowledgement that the applicant has read and agrees to comply with any code of practice relating to the keeping of dogs nominated by the local government; and
- (e) the set fee for the application for a licence referred to in clause 4.9(1).

4.2 Notice of proposed use

- (1) An applicant for a licence must give notice of the proposed use of the premises as an approved kennel establishment after the application for a licence has been lodged –
 - (a) once in a newspaper circulating in the district; and
 - (b) to the owners and occupiers of any premises adjoining the premises.
- (2) The notices in subclause (1) must specify that –
 - (a) any written submissions as to the proposed use are to be lodged with the CEO within 14 days of the date the notice is given; and
 - (b) the application and plans and specifications may be inspected at the offices of the local government.
- (3) The local government may refuse to determine the application for a licence until the notice or notices, as the case may be, is given in accordance with its directions where –
 - (a) a notice given under subclause (1) does not clearly identify the premises; or
 - (b) a notice given under subclause (1)(a) is of a size or in a location in the newspaper which, in the opinion of the local government, would fail to serve the purpose of notifying persons of the proposed use of the premises.

4.3 Exemption from notice requirements

The requirements of clauses 4.1(b), 4.2 and 4.4(a) do not apply in respect of the application for a licence where under a local planning scheme an application for a licence is made in respect of premises on which an approved kennel establishment is either a –

- (a) permitted use; or
- (b) use which the local government may approve subject to compliance with specified notice requirements.

4.4 When application can be determined

An application for a licence is not to be determined by the local government until –

- (a) the applicant has complied with clause 4.2;
- (b) the applicant submits proof that the notices referred to in clause 4.2(1) have been given in accordance with that clause; and
- (c) the local government has considered any written submissions received within the time specified in clause 4.2(2)(a) on the proposed use of the premises.

4.5 Determination of application

In determining an application for a licence, the local government is to have regard to –

- (a) the matters referred to in clause 4.7;
- (b) any written submissions received within the time specified in clause 4.2(2)(a) on the proposed use of the premises;
- (c) any economic or social benefits which may be derived by any person in the district if the application for a licence is approved;
- (d) the effect which the kennel establishment may have on the environment or amenity of the neighbourhood;
- (e) whether the approved kennel establishment will create a nuisance for the owners and occupiers of adjoining premises; and
- (f) whether or not the imposition of and compliance with appropriate conditions of a licence will mitigate any adverse effects of the approved kennel establishment identified in the preceding paragraphs.

4.6 Where application cannot be approved

The local government cannot approve an application for a licence where –

- (a) an approved kennel establishment cannot be permitted by the local government on the premises under a local planning scheme; or
- (b) an applicant for a licence or another person who will have the charge of the dogs will not reside on the premises, or, in the opinion of the local government, sufficiently close to the premises so as to control the dogs and so as to ensure their health and welfare.

4.7 Conditions of approval

- (1) The local government may approve an application for a licence subject to the conditions contained in Schedule 2 and to such other conditions as the local government considers appropriate.
- (2) In respect of a particular application for a licence, the local government may vary any of the conditions contained in Schedule 2.

4.8 Compliance with conditions of approval

A licensee who does not comply with the conditions of a licence commits an offence.

4.9 Fees

- (1) On lodging an application for a licence, the applicant is to pay a set fee to the local government.
- (2) On the issue or renewal of a licence, the licensee is to pay a set fee to the local government.
- (3) On lodging an application for the transfer of a valid licence, the transferee is to pay a set fee to the local government.
- (4) The set fees referred to in subclauses (1) to (3) are to be imposed and determined by the local government under sections 6.16—6.19 of the Local Government Act 1995.

4.10 Form of licence

The licence is to be in the form determined by the local government and is to be issued to the licensee.

4.11 Period of licence

- (1) The period of effect of a licence is set out in section 27(5) of the Act.
- (2) A licence is to be renewed if the set fee referred to in clause 4.9(2) is paid to the local government prior to the expiry of the licence.
- (3) On the renewal of a licence the conditions of the licence at the time of its renewal continue to have effect.

4.12 Variation or cancellation of licence

- (1) The local government may vary the conditions of a licence.
- (2) The local government may cancel a licence –
 - (a) on the request of the licensee;
 - (b) following a breach of the Act, the Regulations or this local law; or
 - (c) if the licensee is not a fit and proper person.

- (3) The date a licence is cancelled is to be, in the case of –
 - (a) paragraph (a) of subclause (2), the date requested by the licensee; or
 - (b) paragraphs (b) and (c) of subclause (2), the date determined under section 27(6) of the Act.
- (4) If a licence is cancelled the set fee paid for that licence is not refundable for the term of the licence that has not yet expired.

4.13 Transfer

- (1) An written application for the transfer of a valid licence from the licensee to another person must be –
 - (a) made by the transferee;
 - (b) made with the written consent of the licensee; and
 - (c) lodged with the local government together with –
 - (i) written evidence that a person will reside at or within reasonably close proximity to the premises the subject of the licence;
 - (ii) the set fee for the application for the transfer of a licence referred to in clause 4.9(3); and
 - (iii) any other relevant information required.
- (2) The local government is not to determine an application for the transfer of a valid licence until the transferee has complied with subclause (1).
- (3) The local government may approve, whether or not subject to such conditions as it considers appropriate, or refuse to approve an application for the transfer of a valid licence.
- (4) Where the local government approves an application for the transfer of a valid licence, then on the date of approval, unless otherwise specified in the notice issued under clause 4.14(b), the transferee becomes the licensee of the licence for the purposes of this local law.

4.14 Notification

The local government is to give written notice to –

- (a) an applicant for a licence of the local government's decision on her or his application;
- (b) a transferee of the local government's decision on her or his application for the transfer of a valid licence;
- (c) a licensee of any variation made under clause 4.12(1);
- (d) a licensee when her or his licence is due for renewal and the manner in which it may be renewed;
- (e) a licensee when her or his licence is renewed;
- (f) a licensee of the cancellation of a licence under clause 4.12(2)(a); and
- (g) a licensee of the cancellation of a licence under paragraphs (b) or (c) of clause 4.12(2), which notice is to be given in accordance with section 27(6) of the Act.

4.15 Objections and appeals

- (1) The provisions of Division 1 of Part 9 of the *Local Government Act 1995* and regulation 33 of the *Local Government (Functions and General) Regulations 1996* apply to a decision where the local government makes a decision as to whether it will –
 - (a) grant an application for a licence;
 - (b) vary or cancel a licence; or
 - (c) impose or amend a condition to which a licence is subject.
- (2) Under these provisions, an affected person may have the right to object to, or to appeal against, a decision of the local government.

4.15 Inspection of kennel

With the consent of the occupier, an authorised person may inspect an approved kennel establishment at any time.

PART 5 - DOGS IN PUBLIC PLACES

5.1 Places where dogs are prohibited absolutely

- (1) Designation of places where dogs are prohibited absolutely is dealt with in the Act.
- (2) If a dog enters or is in a place specified in subclause (1), every person liable for the control of the dog at that time commits an offence.

- (3) Subclause (2) does not apply to a dog who is being used as an assistance animal as defined in the *Disability Discrimination Act 1992* (Commonwealth).

5.2 Places which are dog exercise areas

Designation of places which are dog exercise areas is dealt with in the Act.

PART 6 - MISCELLANEOUS

6.1 Fees and charges

Set fees and charges are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*.

6.2 Offence to excrete

- (1) A dog must not excrete on –
- (a) any thoroughfare or other public place; or
 - (b) any land which is not a public place without the consent of the occupier.
- (2) Subject to subclause (3), if a dog excretes contrary to subclause (1), every person liable for the control of the dog at that time commits an offence.
- (3) The person liable for the control of the dog does not commit an offence against subclause (2) if any excreta is removed immediately by that person.

PART 7 - ENFORCEMENT

7.1 Offences

A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence

7.2 General penalty

A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000 and if the offence is of a continuing nature, to an additional penalty not exceeding \$100 for each day or part of the day during which the offence has continued.

7.3 Modified penalties

- (1) The offences contained in the Schedule 3 are offences in relation to which a modified penalty may be imposed.
- (2) The amount appearing in the fourth column of Schedule 3 directly opposite an offence is the modified penalty payable in respect of that offence if the dog is not a dangerous dog.
- (3) The amount appearing in the fifth column of Schedule 3 directly opposite an offence is the modified penalty payable in respect of that offence if the dog is a dangerous dog.

7.4 Issue of infringement notice

Where an authorised person has reason to believe that a person has committed an offence in respect of which a modified penalty may be imposed, he or she may issue to that person a notice substantially in the form of Form 8 of the Schedule 1 of the Regulations.

7.5 Failure to pay modified penalty

Where a person who has received an infringement notice fails to pay the modified penalty within the time specified in the notice, or within such further time as may in any particular case be allowed by the CEO, he or she is deemed to have declined to have the offence dealt with by way of a modified penalty.

7.6 Payment of modified penalty

A person who has received an infringement notice may, within the time specified in that notice or within such further time as may in any particular case be allowed by the CEO, send or deliver to the local government the amount of the penalty, with or without a reply as to the circumstances giving rise to the offence, and the local government may appropriate that amount in satisfaction of the penalty and issue an acknowledgment.

7.7 Withdrawal of infringement notice

- (a) Whether or not the modified penalty has been paid, an authorised person may withdraw an infringement notice by sending a notice substantially in the form of Form 9 of the Schedule 1 of the Regulations.
- (b) A person authorised to issue an infringement notice under clause 7.4 cannot sign or send a notice of withdrawal.

7.8 Service of notices

An infringement notice or a notice of withdrawal may be served on a person personally, or by leaving it at or posting it to her or his address as ascertained from her or him, or as recorded by the local government under the Act, or as ascertained from inquiries made by the local government.

Schedule 1 – Application for a licence for an approved kennel establishment
 [cl. 4.1]
Shire of Narrogin

I / We (full name/s) –	
Postal address –	
Telephone number –	
Mobile number –	
Fax number –	
E-mail address –	
	Apply for a licence for an approved kennel establishment.
Address of proposed premises –	
For number of dogs –	
Breed of dogs –	
EITHER	Person residing on the premises.
Name	
As from	
OR	Person sufficiently close to the premises so as to control the dogs and ensure their health and welfare.
Name –	
Address –	
As from –	
	Attached are –
(a) a site plan of the premises showing the location of the kennels and yards and all other buildings and structures and fences;	
(b) plans and specifications of the proposed kennel establishment;	
(c) copy of notice of proposed use to appear in newspaper;	
(d) copy of notice of proposed use to be given to adjoining premises;	

(e) written evidence that a person will reside – <ul style="list-style-type: none"> • at the premises; or • sufficiently close to the premises so as to control the dogs and so as to ensure their health and welfare; and 	
(f) if the person in item (e) is not the applicant, written evidence that the person is a person in charge of the dogs.	
Signature of applicant/s –	
Date –	
NOTE – a licence will have effect for a period of 12 months if issued - Dog Act 1976 section 27(5)	
OFFICE USE ONLY	Application fee paid on – Receipt No –

Schedule 2 – Conditions of a licence for an approved kennel establishment
[cl. 4.7]
Shire of Narrogin

An application for a licence for an approved kennel establishment may be approved subject to the following conditions –

- (a) each kennel, unless it is fully enclosed, must have a yard attached to it;
- (b) each kennel and each yard must be at a distance of not less than –
 - (i) 25m from the front boundary of the premises and 5m from any other boundary of the premises;
 - (ii) 10m from any dwelling; and
 - (iii) 25m from any church, school room, hall, factory, dairy or premises where food is manufactured, prepared, packed or stored for human consumption;
- (c) each yard for a kennel must be kept securely fenced with a fence constructed of link mesh or netting or other materials approved by the local government;
- (d) the minimum floor area for each kennel must be calculated at 2.5 times the length of the breed of dog (when it is fully grown), squared, times the number of dogs to be housed in the kennel and the length of the dog is to be determined by measuring from the base of the tail to the front of its shoulder;
- (e) the floor area of the yard attached to any kennel or group of kennels must be at least twice the floor area of the kennel or group of kennels to which it is attached;
- (f) the upper surface of the kennel floor must be –
 - (i) at least 100mm above the surface of the surrounding ground;
 - (ii) smooth so as to facilitate cleaning;
 - (iii) rigid;
 - (iv) durable;
 - (v) slip resistant;
 - (vi) resistant to corrosion;
 - (vii) non-toxic;
 - (viii) impervious;
 - (ix) free from cracks, crevices and other defects; and
 - (x) finished to a surface having a fall of not less than 1 in 100 to a spoon drain which in turn must lead to a suitably sized diameter sewerage pipe which must be properly laid, ventilated and trapped in accordance with the health requirements of the local government;
- (g) all kennel floor washings must pass through the drain in item (f)(x) and must be piped to approved apparatus for the treatment of sewage in accordance with the health requirements of the local

- government;
- (h) the kennel floor must have a durable upstand rising 75mm above the floor level from the junction of the floor and external and internal walls, or internal walls must be so constructed as to have a minimum clearance of 50mm from the underside of the bottom plate to the floor;
 - (i) where a yard is to be floored, the floor must be constructed in the same manner as the floor of any kennel;
 - (j) from the floor, the lowest internal height of a kennel must be, whichever is the lesser of -
 - (i) 2m; or
 - (ii) 4 times the height of the breed of dog in the kennel, when it is fully grown, measured from the floor to the uppermost tip of its shoulders while in a stationary upright position;
 - (k) the walls of each kennel must be constructed of concrete, brick, stone or framing sheeted internally and externally with good quality new zincalume or new pre-finished colour coated steel sheeting or new fibrous cement sheeting or other durable material approved by the local government;
 - (l) all external surfaces of each kennel must be kept in good condition;
 - (m) the roof of each kennel must be constructed of impervious material;
 - (n) all kennels and yards and drinking vessels must be maintained in a clean condition and must be cleaned and disinfected when so ordered by an authorised person;
 - (o) all refuse, faeces and food waste must be disposed of daily into the approved apparatus for the treatment of sewage;
 - (p) noise, odours, fleas, flies and other vectors of disease must be effectively controlled;
 - (q) suitable water must be available at the kennel via a properly supported standpipe and tap; and
 - (r) the licensee or the person nominated in the application for a licence, must, in accordance with the application for the licence, continue to reside –
 - (i) at the premises; or
 - (ii) in the opinion of the local government, sufficiently close to the premises so as to control the dogs, and to ensure their health and welfare.

Schedule 3 – Prescribed offences

Item	Clause	Nature of offence	Modified penalty \$	Dangerous Dog Modified Penalty \$
1	3.1	Failing to provide means for effectively confining a dog	200	500
2	3.2	Failure to limit number of dogs	200	500
3	3.7	Failure to comply with conditions of approval to keep additional dog or dogs	200	500
4	4.8	Failing to comply with conditions of kennel establishment licence	200	500
5	6.2	Dog excreting in prohibited place	100	100

Dated this _____ day of _____ 2016

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

R.S. YURYEVICH, Chairman of Commissioners
A.J. COOK, Chief Executive Officer.

LOCAL GOVERNMENT ACT 1995

SHIRE OF NARROGIN

MEETING PROCEDURES LOCAL LAW 2016

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LOCAL GOVERNMENT ACT 1995

SHIRE OF NARROGIN

MEETING PROCEDURES LOCAL LAW 2016

Under the powers conferred by the *Local Government Act 1995* and under all other relevant powers, the Council of the Shire of Narrogin resolved on _____ to adopt the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Meeting Procedures Local Law 2016*.

1.2 Commencement

The local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law provides rules and guidelines which apply to the conduct of meetings of the Council, its committees and to meetings of electors.

1.4 Interpretation

(1) In this local law unless the context otherwise requires –

absolute majority has the meaning given to it in section 1.4 of the Act;

Act means the Local Government Act 1995;

CEO means the Chief Executive officer of the local government;

committee means a committee of the Council established under section 5.8 of the Act;

committee meeting means a meeting of a committee;

Council means the Council of the local government;

local government means the Shire of Narrogin;

meeting means a meeting of the Council or a committee, as the context requires;

member has the meaning given to it in section 1.4 of the Act;

Minister means the Minister for Local Government;

officer means an officer of the local government;

President means the President of the local government or other presiding member at a Council meeting under section 5.6 of the Act;

presiding member means –

(a) in respect of the Council, the person presiding under section 5.6 of the Act; and

(b) in respect of a committee, the person presiding under sections 5.12, 5.13, and 5.14 of the Act;

Regulations means the Local Government (Administration) Regulations 1996;

simple majority means more than 50% of the members present and voting; and

substantive motion means an original motion or an original motion as amended, but does not include an amendment or a procedural motion;

(2) Unless otherwise defined in this local law, the terms and expressions used in this local law are to have the meaning given to them in the Act and Regulations.

1.5 Repeal

The *Town of Narrogin Standing Orders Local Law* published in the *Government Gazette* on 14 August 1998 is repealed.

PART 2 - ESTABLISHMENT AND MEMBERSHIP OF COMMITTEES

2.1 Establishment of committees

- (1) The establishment of committees is dealt with in section 5.8 of the Act.
- (2) A Council resolution to establish a committee under section 5.8 of the Act is to include –
 - (a) the terms of reference of the committee;
 - (b) the number of Council members, officers and other persons to be appointed to the committee;
 - (c) the names or titles of the Council members and officers to be appointed to the committee;
 - (d) the names of other persons to be appointed to the committee or an explanation of the procedure to be followed to determine the appointments; and
 - (e) details of the delegation of any powers or duties to the committee under section 5.16 of the Act.
- (3) This local law is to apply to the conduct of committee meetings.

2.2 Types of committees

The types of committees are dealt with in section 5.9 of the Act.

2.3 Delegation of some powers and duties to certain committees

The delegation of some powers and duties to certain committees is dealt with in section 5.16 of the Act.

2.4 Limits on delegation of powers and duties to certain committees

The limits on the delegation of powers and duties to certain committees are dealt with in section 5.17 of the Act.

2.5 Appointment of committee members

The appointment of committee members is dealt with in sections 5.10 and 5.11A of the Act.

2.6 Tenure of committee membership

Tenure of committee membership is dealt with in section 5.11 of the Act.

2.7 Resignation of committee members

The resignation of committee members is dealt with in regulation 4 of the Regulations.

2.8 Register of delegations to committees

The register of delegations to committees is dealt with in section 5.18 of the Act.

2.9 Committees to report

A committee –

- (a) is answerable to the Council; and
- (b) is to report on its activities when, and to the extent, required by the Council.

PART 3 - CALLING AND CONVENING MEETINGS

3.1 Ordinary and special Council meetings

- (1) Ordinary and special Council meetings are dealt with in the Act.
- (2) An ordinary meeting of the Council, held on a twice monthly basis or otherwise as determined by the Council, is for the purpose of considering and dealing with the ordinary business of the Council.
- (3) A special meeting of the Council is held for the purpose of considering and dealing with Council business that is urgent, complex in nature, for a particular purpose or confidential.

3.2 Calling Council meetings

The calling of Council meetings is dealt with in section 5.4 of the Act.

3.3 Convening Council meetings

- (1) The convening of a Council meeting is dealt with in section 5.5 of the Act.

- (2) The CEO is to give at least 72 hours notice, for the purposes of section 5.5 of the Act, in convening a special meeting of the Council, subject to subclause (3).
- (3) Where, in the opinion of the President or at least one-third of the members, there is a need to meet urgently, the CEO may give a lesser period of notice of a special Council meeting.

3.4 Calling committee meetings

The CEO is to call a meeting of any committee when requested by the President, the presiding member of a committee or any two members of that committee.

3.5 Public notice of meetings

Public notice of meetings is dealt with in regulation 12 of the Regulations.

PART 4 - PRESIDING MEMBER AND QUORUM

4.1 Who presides

Who presides at a Council meeting is dealt with in section 5.6 of the Act.

4.2 When the Deputy President can act

When the Deputy President can act is dealt with in section 5.45 of the Act.

4.3 Who acts if no President

Who acts if there is no President is dealt with in section 5.35 of the Act.

4.4 Election of presiding members of committees

The election of presiding members of committees and their deputies is dealt with in section 5.12(1) of the Act.

4.5 Election of deputy presiding members of committees

The election of Deputy presiding members of committees is dealt with in section 5.12(2) the Act.

4.6 Functions of deputy presiding members

The functions of Deputy presiding members are dealt with in section 5.13 of the Act.

4.7 Who acts if no presiding member

Who acts if no presiding member is dealt with in section 5.14 of the Act.

4.8 Quorum for meetings

The quorum for meetings is dealt with in section 5.19 of the Act.

4.9 Reduction of quorum for Council meetings

The power of the Minister to reduce the number for a quorum and certain majorities is dealt with in section 5.7 of the Act.

4.10 Reduction of quorum for committee meetings

The reduction of a quorum for committee meetings is dealt with in section 5.15 the Act.

4.11 Procedure where no quorum to begin a meeting

The procedure where there is no quorum to begin a meeting is dealt with in regulation 8 of the Regulations.

4.12 Procedure where quorum not present during a meeting

If at any time during a meeting a quorum is not present, the presiding member is –

- (a) immediately to suspend the proceedings of the meeting for a period of up to 30 minutes; and
- (b) if a quorum is not present at the expiry of that period, the presiding member is to adjourn the meeting to some future time or date.

4.13 Names to be recorded

The names of the members then present are to be recorded in the minutes at any meeting –

- (a) at which there is not a quorum present; or
- (b) which is adjourned for want of a quorum.

PART 5 - BUSINESS OF A MEETING

5.1 Business to be specified

- (1) No business is to be transacted at any ordinary meeting of the Council other than that specified in the agenda, without the approval of the presiding member or the Council.
- (2) No business is to be transacted at a special meeting of the Council other than that given in the notice as the purpose of the meeting.
- (3) Where a meeting is adjourned to the next ordinary meeting of the Council then, unless the Council resolves otherwise, the business unresolved at the adjourned meeting is to be dealt with before considering Reports under Item 8 of clause 5.2(1) at that ordinary meeting.
- (4) Subject to subclause (3), no business is to be transacted at an adjourned meeting of the Council other than that –
 - (a) specified in the notice of the meeting which had been adjourned; and
 - (b) which remains unresolved.

5.2 Order of business

- (1) The order of business of an ordinary meeting of the Council shall be determined by the local government from time to time, and shall include –
 1. Declaration of Opening
 - 1.1 Opening
 - 1.2 Announcements by presiding member
 - 1.3 Announcement of visitors and presentations
 2. Record of attendance –
 - 2.1 Members present
 - 2.2 Staff attending
 - 2.3 Apologies
 - 2.4 Approved leave of absence
 3. Applications for leave of absence
 4. Declaration of interest –
 - 4.1 Financial
 - 4.2 Proximity
 - 4.3 Impartiality
 5. Public Question Time –
 - 5.1 Response to previous public questions taken on notice
 - 5.2 Public questions without notice
 6. Confirmation of minutes
 - 6.1 Council meetings – ordinary and special meetings
 - 6.2 Committees – all Committees established by Council
 7. Submissions –
 - 7.1 Petitions
 - 7.2 Presentations
 - 7.3 Deputations
 8. Reports –
 - 8.1 Member reports requiring decision
 - 8.2 Reports of committees requiring decision
 - 8.3 Reports of officers
 9. Member motions of which previous notice has been given
 10. New business of an urgent nature introduced by decision of the meeting

- 11. Meeting closed to public –
 - 11.1 Matters for which the meeting may be closed
 - 11.2 Public reading of resolutions made during a closed meeting
 - 12. Closure of meeting
- (2) Unless otherwise decided by the Council, the order of business at any ordinary or special meeting of the Council is to be the order in which that business stands in the agenda of the meeting.
- (3) In determining the order of business for any meeting of the Council, the provisions of the Act and Regulations relating to the time at which public question time is to be held are to be observed.

5.3 Motions of which previous notice has been given

- (1) Unless the Act, Regulations or this local law otherwise provide, a member may raise at a meeting such business as he or she considers appropriate, in the form of a motion, of which notice has been given in writing to the CEO and which has been included on the agenda.
- (2) A notice of motion under subclause (1) is to be given at least 7 working days before the meeting at which the motion is moved.
- (3) A notice of motion is to relate to the good governance of the district.
- (4) The CEO –
- (a) with the concurrence of the President, may exclude from the notice paper any notice of motion deemed to be, or likely to involve, a breach of any of this local law or any other written law;
 - (b) will inform members on each occasion that a notice has been excluded and the reasons for that exclusion;
 - (c) after consultation with the member where this is practicable, may make such amendments to the form but not the substance as will bring the notice of motion into due form; and
 - (d) may provide to the Council relevant and material facts and circumstances pertaining to the notice of motion on such matters as policy, budget and law.
- (5) A motion of which notice has been given is to lapse unless –
- (a) the member who gave notice of it, or some other member authorised by the originating member in writing, moves the motion when called on; or
 - (b) the Council on a motion agrees to defer consideration of the motion to a later stage or date.
- (6) If a notice of motion is given and lapses under subclause (5), notice of a motion in the same terms or to the same effect is not to be given again for at least 3 months from the date of such lapse.

5.4 New business of an urgent nature

- (1) In cases of urgency or other special circumstances, matters may, on a motion by the presiding member that is carried by the meeting, be raised without notice and decided by the meeting.
- (2) In subclause (1), "cases of urgency or other special circumstances" means matters that have arisen after the preparation of the agenda that are considered by the presiding member to be of such importance and urgency that they are unable to be dealt with administratively by the local government and must be considered and dealt with by the Council before the next meeting.

5.5 Adoption by exception resolution

- (1) In this clause "adoption by exception resolution" means a resolution of the Council that has the effect of adopting, for a number of specifically identified reports, the officer recommendation as the Council resolution.
- (2) Subject to subclause (3), the local government may pass an adoption by exception resolution.
- (3) An adoption by exception resolution may not be used for a matter –
- (a) in which an interest has been disclosed;
 - (b) that has been the subject of a petition or deputation;
 - (c) that is a matter on which a member wishes to make a statement; or
 - (d) that is a matter on which a member wishes to move a motion that is different to the recommendation.

PART 6 - PUBLIC PARTICIPATION

6.1 Meetings generally open to the public

Meetings being generally open to the public is dealt with in section 5.23(1) of the Act.

6.2 Meetings not open to the public

- (1) The CEO may, at any time, recommend that a meeting or part of a meeting be closed to members of the public.
- (2) The Council or a committee, in one or more of the circumstances dealt with in section 5.23(2) of the Act, may at any time, by resolution, decide to close a meeting or part of a meeting.
- (3) If a resolution under subclause (2) is carried –
 - (a) the presiding member is to direct everyone to leave the meeting except –
 - (i) the members; unless a relevant interest is declared; and
 - (ii) any officer specified by the presiding member; and
 - (b) the meeting is to be closed to the public until, at the conclusion of the matter justifying the closure of the meeting to the public, the Council or the committee, by resolution, decides otherwise.
- (4) A person who fails to comply with a direction under subclause (3)(a) may, by order of the presiding member, be removed from the meeting.
- (5) A resolution under this clause may be made without notice.
- (6) Unless the Council resolves otherwise, once the meeting is reopened to members of the public, the presiding member is to ensure that any resolution of the Council made while the meeting was closed is to be read out including a vote of a member to be included in the minutes.

6.3 Question time for the public

Question time for the public is dealt with in section 5.24 of the Act.

6.4 Question time for the public at certain meetings

Question time for the public at certain meetings is dealt with in regulation 5 of the Regulations.

6.5 Minimum question time for the public

Minimum question time for the public is dealt with in regulation 6 of the Regulations.

6.6 Procedures for question time for the public

Procedures for question time for the public are dealt with in regulation 7 of the Regulations.

6.7 Other procedures for question time for the public

- (1) A member of the public who raises a question during question time, is to state his or her name and address.
- (2) A question may be taken on notice by the Council for later response.
- (3) When a question is taken on notice the CEO is to ensure that –
 - (a) a response is given to the member of the public in writing; and
 - (b) a summary of the response is included in the agenda of the next meeting of the Council.
- (4) Where a question relating to a matter in which a relevant person has an interest is directed to the relevant person, the relevant person is to –
 - (a) declare that he or she has an interest in the matter; and
 - (b) allow another person to respond to the question.
- (5) A member of the public shall have two minutes to submit a question or questions, unless the presiding member agrees to extend the time permitted.
- (6) Each member of the public with a question is entitled to ask up to two questions before other members of the public will be invited to ask their questions.
- (7) Where a member of the public provides written questions then the presiding member may elect for the questions to be responded to as normal business correspondence.
- (8) The presiding member may decide that a public question shall not be responded to where –
 - (a) the same or similar question was asked at a previous meeting, a response was provided and the member of the public is directed to the minutes of the meeting at which the response was provided;

- (b) the member of the public uses public question time to make a statement, provided that the presiding member has taken all reasonable steps to assist the member of the public to phrase the statement as a question; or
 - (c) the member of the public asks a question that is offensive or defamatory in nature, provided that the presiding member has taken all reasonable steps to assist the member of the public to phrase the question in a manner that is not offensive or defamatory.
- (9) The presiding member may agree to extend public question time beyond the prescribed 15 minutes, but not more than an additional 15 minutes.
- (10) Where an answer to a question is given at a meeting, a summary of the question and the answer is to be included in the minutes.

6.8 Distinguished visitors

If a distinguished visitor is present at a meeting of the Council, the presiding member may acknowledge the presence of the distinguished visitor at an appropriate time during the meeting, and the presence of that visitor shall be recorded in the minutes.

6.9 Deputations

- (1) Any person or group wishing to be received as a deputation by the Council is to either –
 - (a) apply, before the meeting, to the CEO for approval; or
 - (b) with the approval of the presiding member, at the meeting, address the Council.
- (2) The CEO may either –
 - (a) approve the request and invite the deputation to attend a meeting of the Council; or
 - (b) refer the request to the Council to decide by simple majority whether or not to receive the deputation.
- (3) Unless the council resolves otherwise, a deputation invited to attend a Council meeting –
 - (a) is not to exceed 5 persons, only 2 of whom may address the Council, although others may respond to specific questions from members;
 - (b) is not to address the Council for a period exceeding 10 minutes without the prior agreement of the presiding member under subclause (1) or resolution of Council; and
 - (c) additional members of the deputation may be allowed to speak with the permission of the presiding member if providing additional information.
- (4) A person addressing the Council is to cease that address immediately after being directed to do so by the presiding member in order to preserve order, the time permitted has expired or the presentation has diverged from the purpose of the deputation.
- (5) A person who fails to comply with a direction of the presiding member under subclause (4) may, by order of the presiding member, be removed from the meeting.
- (6) Any matter which is the subject of a deputation to the Council is not to be decided by the Council until the deputation has completed its presentation.

6.10 Petitions

- (1) A petition to the local government is to –
 - (a) be addressed to the President;
 - (b) be made by electors of the district;
 - (c) state the request on each page of the petition;
 - (d) contain the name, address and signature of each elector making the request, and the date each elector signed;
 - (e) contain a summary of the reasons for the request; and
 - (f) state the name of the person to whom, and an address at which, notice to the petitioners can be given.
- (2) Upon receiving a petition, the local government is to submit the petition to the relevant officer to be included in his or her deliberations and report on the matter that is the subject of the petition, subject to subclause (3).
- (3) At any meeting, the Council is not to vote on any matter that is the subject of a petition presented to that meeting, unless –
 - (a) the matter is the subject of a report included in the agenda; and

(b) the Council has considered the issues raised in the petition.

6.11 Presentations

- (1) In this clause, a "presentation" means the acceptance of a gift or an award by the Council on behalf of the local government or the community.
- (2) A presentation may be made to the Council at a meeting only with the prior approval of the President or CEO.

6.12 Participation at committee meetings

- (1) In this clause a reference to a person is to a person who –
 - (a) is entitled to attend a committee meeting;
 - (b) attends a committee meeting; and
 - (c) is not a member of that committee.
- (2) Without the consent of the presiding member, no person is to address a committee meeting.
- (3) A person is not to address the committee for a period exceeding 3 minutes without the agreement of the presiding member.
- (4) A person addressing the committee with the consent of the presiding member is to cease that address immediately after being directed to do so by the presiding member.
- (5) A person who fails to comply with a direction of the presiding member under subclause (4) may, by order of the presiding member, be removed from the meeting.
- (6) The Council may make a policy dealing with the circumstances in which a person may be given consent to address a committee meeting.

6.13 Council may meet to hear public submissions

- (1) Where an item on the agenda at a Council meeting is contentious and is likely to be the subject of a number of deputations, the Council may resolve to meet at another time to provide a greater opportunity to be heard.
- (2) The CEO and the President shall set the time and date of the meeting to provide the opportunity to be heard.
- (3) Where the Council resolves to meet to provide the opportunity to be heard under subclause (1), the presiding member shall –
 - (a) instruct the CEO to provide local public notice of the time and date when the Council will meet to provide an opportunity to be heard;
 - (b) provide a written invitation to attend the meeting to provide the opportunity to be heard to all members of the public who have applied under clause 6.9 to make a deputation on the issue; and
 - (c) cause minutes to be kept of the meeting to provide the opportunity to be heard.
- (4) A meeting held under subclause (1) shall be conducted only to hear submissions. The council shall not make resolutions at a meeting to provide the opportunity to be heard.
- (5) At a meeting held under subclause (1), each person making a submission shall be provided with the opportunity to fully state his or her case.
- (6) A member of the public shall with prior approval of the presiding member be limited to 10 minutes in making an oral submission at the time of discussion of the item, but this period may be extended at the discretion of the presiding member.
- (7) Once every member of the public has had the opportunity to make a submission the presiding member is to close the meeting.
- (8) The CEO is to ensure that a report is included on the agenda of the next Council meeting summarising each submission made at the meeting.
- (9) The Council must not resolve on the matter that is the subject of a meeting to provide the opportunity to be heard until it has received the CEO's report under subclause (8).

6.14 Public inspection of agenda materials

The right of the public to inspect the documents referred to, and in accordance with, regulation 14 of the Regulations may be exercised at the office of the local government.

6.15 Confidentiality of information withheld

- (1) Information withheld by the CEO from the public under regulation 14(2) of the Regulations is to be –
 - (a) identified in the agenda of a Council meeting under the item "Matters for which meeting may be closed";
 - (b) marked "*Confidential*" in the agenda; and
 - (c) kept confidential by officers and members until the Council resolves or the CEO determines otherwise.
- (2) A member or an officer in receipt of confidential information under subclause (1) or information that is provided or disclosed during a meeting or part of a meeting that is closed to the public is not to disclose any of that information to any person other than another member or an officer to the extent necessary for the purpose of carrying out his or her duties.
- (3) Subclause (2) does not apply where a member or officer discloses the information to his or her lawyer or government officer for the purpose of seeking advice in order to lawfully fulfil his or her role and responsibilities.

6.16 Recording of proceedings

- (1) A person is not to use any electronic, visual or audio recording device or instrument to record the proceedings of the Council without the permission of the presiding member.
- (2) If the presiding member gives permission under subclause (1), the presiding member is to advise the meeting, immediately before the recording is commenced, that such permission has been given and the nature and extent of that permission.

6.17 Prevention of disturbance

- (1) A reference in this clause to a person is to a person other than a member.
- (2) A person addressing the Council shall extend due courtesy and respect to the Council and the processes under which it operates and shall comply with any direction by the presiding member.
- (3) A person observing a meeting shall not create a disturbance at a meeting, by interrupting or interfering with the proceedings, whether by expressing approval or dissent, by conversing or by any other means.
- (4) A person shall ensure that his or her mobile telephone or audible pager is not audible or used during any meeting of the Council.
- (5) The presiding member may expel a person from the meeting by ordering the person to leave the meeting room, if –
 - (a) after being warned, the person again acts contrary to this clause, or to this local law; or
 - (b) a person refuses or fails to comply with a direction of the presiding member.
- (6) A person who is ordered to leave the meeting room and fails to do so may by order of the presiding member, be removed from the meeting room, and if the presiding member orders, from the premises.
- (7) A person in breach of this clause is subject to the penalties specified in clause 19.1.

PART 7 - QUESTIONS BY MEMBERS

7.1 Questions by members

- (1) Members may ask questions relating to an item on the notice paper or on matters related to the good government of persons in the district.
- (2) A member requesting general information from an officer at a Council meeting may ask a question without notice and with the consent of the presiding member, may ask one or more further questions of that officer or another officer present at the meeting.
- (3) Where possible the officer shall endeavour to answer the question to the best of his or her knowledge and ability, however, if the information is unavailable or the answer requires research or investigation, the officer may ask that –
 - (a) the question be placed on notice for the next meeting of Council; and
 - (b) the answer to the question be given to the member who asked it within 14 days.

- (4) Every question and answer –
 - (a) is to be brief and concise; and
 - (b) is not to be accompanied by argument, expression of opinion or statement of facts, except to the extent necessary to explain the question or answer.
- (5) In answering any question, an officer may qualify his or her answer and may at a later time in the meeting or at a subsequent meeting alter, correct, add to or otherwise amend the original answer.

PART 8 - CONDUCT OF MEMBERS

8.1 Members to be in their proper places

- (1) At the first meeting held after each election day, Council will, by consensus, determine a position at the Council table for each member.
- (2) Each member is to occupy his or her allotted position at each Council meeting.

8.2 Official titles to be used

A speaker, when referring to the President, Deputy President or presiding member, or a member or officer, is to use the title of that person's office.

8.3 Entering or leaving a meeting

- (1) During the course of a meeting of the Council, a member is not to enter or leave the meeting without first advising the presiding member, in order to facilitate the recording in the minutes of the time of entry or departure, and ensuring a quorum is present in the meeting.
- (2) Where a member is leaving a meeting and does not intend to return, the member is to advise the presiding member of such prior to departing.

8.4 Members to indicate their intention to speak

A member of the Council who wishes to speak is to indicate his or her intention to speak by raising his or her hand or by another method agreed by the Council.

8.5 Priority of speaking

- (1) Where two or more members indicate, at the same time, their intention to speak, the presiding member is to decide which member is entitled to be heard first.
- (2) A decision of the presiding member under subclause (1) is not open to discussion or dissent.
- (3) A member is to cease speaking immediately after being asked to do so by the presiding member.

8.6 Presiding member may take part in debates

The presiding member may take part in a discussion of any matter before the Council, subject to compliance with this local law.

8.7 Relevance

- (1) A member is to restrict his or her remarks to the motion or amendment under discussion, or to a personal explanation or point of order.
- (2) The presiding member may at any time –
 - (a) call the attention of the meeting to –
 - (i) any irrelevant, repetitious, offensive or insulting language by a member; or
 - (ii) any breach of order by a member; and
 - (b) direct that member, if speaking, to discontinue his or her speech.
- (3) A member is to comply with the direction of the presiding member under subclause (2) by immediately ceasing to speak.

8.8 Speaking twice

Without the consent of the presiding member, a member is not to address the Council more than once on any motion or amendment except –

- (a) as the mover of a substantive motion, to exercise a right of reply;
- (b) to raise a point of order; or

- (c) to make a personal explanation.

8.9 Duration of speeches

A member is not to speak on any matter for more than 5 minutes without the consent of the Council which, if given, is to be given without debate.

8.10 No speaking after conclusion of debate

A member is not to speak on any motion or amendment –

- (a) after the mover has replied; or
- (b) after the question has been put.

8.11 No interruption

A member is not to interrupt another member who is speaking unless –

- (a) to raise a point of order;
- (b) to call attention to the absence of a quorum;
- (c) to make a personal explanation under clause 8.12; or
- (d) to move a procedural motion that the member be no longer heard under clause 11.1

8.12 Personal explanations

- (1) A member who wishes to make a personal explanation relating to a matter referred to by another member who is then speaking is to indicate to the presiding member his or her intention to make a personal explanation.
- (2) The presiding member is to determine whether the personal explanation is to be heard immediately or at the conclusion of the speech by the other member.
- (3) A member making a personal explanation is to confine his or her observations to a succinct statement relating to a specific part of the speech at which he or she may have been misunderstood.

8.13 No reopening of discussion

A member is not to reopen discussion on any Council decision, except to move that the decision be revoked or changed.

8.14 Adverse reflection

- (1) A member is not to reflect adversely on a decision of the Council except on a motion that the decision be revoked or changed.
- (2) Unless the meeting resolves, without debate, that the motion then before the meeting cannot otherwise be adequately considered, a member is not –
 - (a) to reflect adversely on the character or actions of another member or officer; or
 - (b) to impute any motive to a member or officer.
- (3) A member is not to use offensive or objectionable expressions in reference to any member, officer or other person.
- (4) If a member specifically requests, immediately after their use, that any particular words used by a member be recorded in the minutes –
 - (a) the presiding member is to cause the words used to be taken down and read to the meeting for verification; and
 - (b) the Council may, by resolution, decide to record those words in the minutes.

8.15 Withdrawal of offensive language

- (1) A member must withdraw the expression and make a satisfactory apology when directed by the presiding member, if the presiding member is of the opinion that an expression used by the member –
 - (a) in the absence of a resolution under subclause 8.14(2) –
 - (i) reflects adversely on the character or actions of another member or officer; or
 - (ii) imputes any motive to a member or officer; or
 - (b) is offensive or insulting,

- (2) If a member fails to comply with a direction of the presiding member under subclause (1), the presiding member may refuse to hear the member further on the matter then under discussion and call on the next speaker.

PART 9 - PRESERVING ORDER

9.1 Presiding member to preserve order

- (1) The presiding member is to preserve order, and, whenever considered necessary, may call any member to order.
- (2) When the presiding member speaks during a debate, any member then speaking, or indicating that he or she wishes to speak, and every member present is to preserve strict silence so that the presiding member may be heard without interruption.
- (3) Subclause (2) is not to be used by the presiding member to exercise the right provided in clause 8.6, but to preserve order.

9.2 Point of order

- (1) A member may object, by way of a point of order, only to a breach of –
 - (a) this local law; or
 - (b) any other written law.
- (2) Despite anything in this local law to the contrary, a point of order –
 - (a) takes precedence over any discussion; and
 - (b) until determined, suspends the consideration or discussion of any other matter.

9.3 Procedures on a point of order

- (1) A member who is addressing the presiding member is not to be interrupted except on a point of order.
- (2) A member interrupted on a point of order shall not continue until permitted, but is to remain silent until –
 - (a) the member raising the point of order has been heard; and
 - (b) the presiding member has ruled on the point of order.

9.4 Calling attention to breach

A member may, at any time, draw the attention of the presiding member to any breach of this local law.

9.5 Ruling by the presiding member

- (1) The presiding member is to rule on any point of order which is raised by either upholding or rejecting the point of order.
- (2) A ruling by the presiding member on a point of order –
 - (a) is not to be the subject of debate or comment; and
 - (b) is to be final unless the majority of members then present and voting, on a motion moved immediately after the ruling, dissent from the ruling.
- (3) Subject to a motion of dissent being carried under subclause (2), if the presiding member rules that –
 - (a) any motion, amendment or other matter before the meeting is out of order, it is not to be considered further; and
 - (b) a statement made or act done by a member is out of order, the presiding member may require the member to make an explanation, retraction or apology.

9.6 Continued breach of order

The presiding member may direct the member to refrain from taking any further part in the debate of that item, other than by voting, and the member is to comply with that direction, if a member –

- (a) persists in any conduct that the presiding member had ruled is out of order; or
- (b) refuses to make an explanation, retraction or apology required by the presiding member under clause 9.5(3).

9.7 Right of presiding member to adjourn

- (1) For the purpose of preserving or regaining order, the presiding member may adjourn the meeting for a period up to 15 minutes.

- (2) On resumption, the debate is to continue at the point at which the meeting was adjourned.
- (3) If, at any one meeting, the presiding member adjourns the meeting more than once for the purpose of preserving or regaining order, the second or subsequent adjournment may be to a later time on the same day or to another day.

PART 10 - DEBATE OF SUBSTANTIVE MOTIONS

10.1 Motions to be stated and in writing

Any member who wishes to move a substantive motion or an amendment to a substantive motion –

- (a) is to state the substance of the motion before speaking to it; and
- (b) if required by the presiding member, is to put the motion or amendment in writing.

10.2 Motions to be supported

- (1) A substantive motion or an amendment to a substantive motion is not open to debate until it has been seconded.
- (2) A motion to revoke or change a decision made at a Council meeting is not open to debate unless the motion has the support required under regulation 10 of the Regulations.

10.3 Unopposed business

- (1) Immediately after a substantive motion has been moved and seconded, the presiding member may ask the meeting if any member opposes it.
- (2) If no member opposes the motion, the presiding member may declare it carried without debate and without taking a vote.
- (3) A motion declared carried under this clause is to be recorded in the minutes as a unanimous decision of the Council.
- (4) This clause does not apply –
 - (a) if a member opposes a motion; or
 - (b) to a motion to revoke or change a decision which has been made at a Council meeting.

10.4 Only one substantive motion at a time

- (1) When a substantive motion is under debate at a meeting of the Council, no further substantive motion is to be accepted.
- (2) The Council is not to consider more than one substantive motion at any time.

10.5 Complex motions

The presiding member may require that a complex substantive motion, or a complex amendment to a substantive motion, is to be broken down and put in the form of more than one motion, each of which is to be put in sequence.

10.6 Order of call in debate

The presiding member –

- (a) is to manage debate in any manner considered appropriate to fully consider and determine the business before Council, and
- (b) may call speakers to a substantive motion or amendment in the following order –
 - (i) the mover to state the motion;
 - (ii) a seconder to the motion;
 - (iii) the mover to speak to the motion;
 - (iv) the seconder to speak to the motion;
 - (v) a speaker against the motion;
 - (vi) a speaker for the motion;
 - (vii) other speakers against and for the motion, alternating where possible; and
 - (viii) mover takes right of reply which closes debate.

10.7 Limit of debate

The presiding member may offer the right of reply and put a substantive motion to the vote if he or she believes that sufficient discussion has taken place even though all members may not have spoken.

10.8 Member may require motion to be read

A member may require the motion under discussion to be read at any time during a debate, but not so as to interrupt any other member who is speaking.

10.9 Consent of seconder required for alteration

The mover of a substantive motion may not alter the wording of the motion without the consent of the seconder.

10.10 Order of amendments

Any number of amendments may be proposed to a substantive motion, but when an amendment is moved to a substantive motion, no second or subsequent amendment is to be moved or considered until the first amendment has been withdrawn, carried or lost.

10.11 Form of an amendment

An amendment must add, delete, or substitute words to the substantive motion.

10.12 Amendment must not negate original motion

An amendment to a substantive motion cannot negate the original motion or the intent of the original motion.

10.13 Relevance of amendments

Each amendment is to be relevant to the motion in respect of which it is moved.

10.14 Mover of motion may speak on amendment

Any member may speak during debate on an amendment consistent with subclause 10.6(b).

10.15 Effect of an amendment

If an amendment to a substantive motion is carried, the motion as amended then becomes the substantive motion, on which any member may speak and any further amendment may be moved.

10.16 Withdrawal of motion or amendment

- (1) Subject to subclause (2), the Council may, without debate, grant leave to withdraw a motion or amendment on the request of the mover of the motion or amendment and with the approval of the seconder.
- (2) Where an amendment has been proposed to a substantive motion, the substantive motion is not to be withdrawn, except by consent of the majority of members present, until the amendment proposed has been withdrawn or lost.

10.17 Right of reply

- (1) The mover of a substantive motion has the right of reply.
- (2) The mover of any amendment to a substantive motion has a right of reply.
- (3) The right of the reply may only be exercised –
 - (a) where no amendment is moved to the substantive motion, at the conclusion of the discussion on the motion; or
 - (b) where one or more amendments have been moved to the substantive motion, at the conclusion of the discussion on the substantive motion and any amendments.
- (4) After the mover of the substantive motion has commenced the reply –
 - (a) no other member is to speak on the motion;
 - (b) there is to be no further discussion on, or any further amendment to, the motion.
- (5) The right of the reply is to be confined to rebutting arguments raised by previous speakers and no new matter is to be introduced.

- (6) At the conclusion of the right of reply, the substantive motion, or the substantive motion as amended, is immediately to be put to the vote.

PART 11 - PROCEDURAL MOTIONS

11.1 Permissible procedural motions

In addition to the right to move an amendment to a substantive motion a member may move the following procedural motions –

- (a) that the meeting proceed to the next item of business;
- (b) that the debate be adjourned;
- (c) that the meeting now adjourn;
- (d) that the question be now put;
- (e) that the member be no longer heard;
- (f) that the ruling of the presiding member be disagreed with; or
- (g) that the meeting be closed to the public.

11.2 No debate

- (1) The mover of a motion specified in clause 11.1(a), (b), (c), (f) or (g) may speak to the motion for not more than two minutes, the seconder is not to speak other than to formally second the motion, and there is to be no debate on the motion.
- (2) The mover of a motion specified in clause 11.1 (d) or (e) may not speak to the motion, the seconder is not to speak other than to formally second the motion, and there is to be no debate on the motion.

11.3 Procedural motion – right of reply on substantive motion

The carrying of a procedural motion which closes debate on the substantive motion or amendment and forces a decision on the substantive motion or amendment does not deny the right of reply to the mover of the substantive motion.

11.4 Meeting to proceed to the next business

- (1) The motion that the meeting proceed to the next item of business, if carried, has the effect that –
 - (a) the debate on the substantive motion or amendment ceases immediately;
 - (b) no decision is made on the substantive motion;
 - (c) the Council moves to the next item of business; and
 - (d) there is no requirement for the matter to be raised again for consideration.
- (2) No person who has moved, seconded, or spoken for or against the substantive motion, or any amendment to the substantive motion, may move a motion to proceed to the next business.

11.5 Debate to be adjourned

A motion that the debate be adjourned –

- (a) is to state the time and date or circumstances to which the debate is to be adjourned; and
- (b) if carried, has the effect that all debate on the substantive motion or amendment ceases immediately, but continues at the time stated in the motion.

11.6 Meeting now adjourn

- (1) A member is not to move or second more than one motion of adjournment during the same sitting of the Council.
- (2) Before putting the motion for the adjournment of the Council, the presiding member may seek leave of the Council to deal first with matters that may be the subject of an adoption by exception resolution under clause 5.5.
- (3) A motion that the meeting now adjourn –
 - (a) is to state the time and date or circumstances to which the meeting is to be adjourned; and
 - (b) if carried, has the effect that the meeting is adjourned to the time and date or circumstances specified in the motion.

- (4) A meeting adjourned under subclause (3) is to continue from the point at which it was adjourned, unless the presiding member or the Council determines otherwise.

11.7 Question to be put

- (1) If the motion that the question be now put is carried during debate on a substantive motion without amendment, the presiding member is to offer the right of reply and then put the motion to the vote without further debate.
- (2) If the motion that the motion be now put is carried during discussion of an amendment, the presiding member is to put the amendment to the vote without further debate.
- (3) This motion, if lost, causes debate to continue.
- (4) No person who has moved, seconded, or spoken for or against the substantive motion, or any amendment to the substantive motion, may move a motion that the question be now put.

11.8 Member to be no longer heard

If the motion that the member be no longer heard is carried, the speaker against whom the motion has been moved cannot speak further on the current substantive motion, or any amendment relating to it, except to exercise the right of reply if he or she is the mover of the substantive motion.

11.9 Ruling of the presiding member to be disagreed with

If the motion that the ruling of the presiding member be disagreed with, is carried, that ruling is to have no effect and the meeting is to proceed accordingly.

PART 12 - DISCLOSURE OF INTERESTS

12.1 Disclosure of interests

Disclosure of interests is dealt with in Division 6 of Part 5 of the Act.

PART 13 - VOTING

13.1 Motion – when put

- (1) Immediately after the debate on any motion is concluded and the right of reply has been exercised, the presiding member –
- (a) is to put the motion to the Council; and
 - (b) if requested by any member, is to again state the terms of the motion.
- (2) A member is not to leave the meeting when the presiding member is putting any motion.

13.2 Voting

Voting is dealt with in the Act and the Regulations.

13.3 Majorities required for decisions

The majorities required for decisions of the Council and committees are dealt with in the Act.

13.4 Method of taking vote

- (1) In taking the vote on any motion or amendment the presiding member –
- (a) is to put the motion, first in the affirmative, and then in the negative;
 - (b) may put the motion in this way as often as may be necessary to enable determination whether the affirmative or the negative has the majority of votes;
 - (c) may accept a vote on the voices or may require a show of hands; and
 - (d) subject to this clause, is to declare the result.
- (2) If a member calls for a show of hands, the result of the vote is to be determined on the count of raised hands.
- (3) If a member of council or a committee specifically requests that the details of the vote on a matter voted on at a meeting of the council or committee be recorded, the person presiding is to cause the vote or votes as the case may be, be recorded in the minutes of –
- (a) his or her vote; or,

(b) the vote of all members present.

13.5 Recording of votes

Recording of votes is dealt with in section 5.21(4) of the Act.

PART 14 - MINUTES OF MEETINGS

14.1 Keeping of minutes

The keeping and confirmation of minutes are dealt with in section 5.22 of the Act.

14.2 Content of minutes

- (1) The content of minutes is dealt with in regulation 11 of the Regulations.
- (2) In addition to the matters required by regulation 11 of the Regulations, the minutes of a Council meeting is to include, where an application for approval is refused or the authorisation of a licence, permit or certificate is withheld or cancelled, the reasons for the decision.

14.3 Public inspection of unconfirmed minutes

The public inspection of unconfirmed minutes is dealt with in regulation 13 of the Regulations.

14.4 Confirmation of minutes

- (1) When minutes of an ordinary meeting of the Council are distributed for consideration prior to their confirmation at the next meeting, if a member is dissatisfied with the accuracy of the minutes, the member may provide the local government with a written copy of the alternative wording to amend the minutes no later than 7 clear working days before the next ordinary meeting of the Council.
- (2) At the next ordinary meeting of the Council, the member who provided the alternative wording shall, at the time for confirmation of minutes –
 - (a) state the item or items with which he or she is dissatisfied; and
 - (b) propose a motion clearly outlining the alternative wording to amend the minutes.
- (3) Members must not discuss items of business contained in the minutes, other than discussion as to their accuracy as a record of the proceedings.

PART 15 - ADJOURNMENT OF MEETING

15.1 Meeting may be adjourned

The Council may adjourn any meeting –

- (a) to a later time on the same day; or
- (b) to any other time on any other day, including a time which coincides with the conclusion of another meeting or event.

15.2 Effect of adjournment

Where any matter, motion, debate or meeting is adjourned under this local law debate is to be resumed at the next meeting at the point where it was interrupted.

PART 16 - REVOKING OR CHANGING DECISIONS

16.1 Requirements to revoke or change decisions

The requirements to revoke or change a decision made at a meeting are dealt with in regulation 10 of the Regulations.

16.2 Limitations on powers to revoke or change decisions

- (1) Subject to subclause (2), the Council or a committee is not to consider a motion to revoke or change a decision –
 - (a) where, at the time the motion is moved or notice is given, any action has been taken under clause 16.3 to implement the decision; or
 - (b) where the decision is procedural in its form or effect.

The Council or a committee may consider a motion to revoke or change a decision of the kind described in subclause (1)(a) if the motion is accompanied by a written statement of the legal and financial consequences of carrying the motion.

16.3 Implementing a decision

(1) In this clause –

authorisation means a licence, permit, approval or other means of authorising a person to do anything;

implement, in relation to a decision, includes –

- (i) communicate notice of the decision to a person affected by, or with an interest in, the decision; and
- (ii) take any other action to give effect to the decision; and

valid notice of revocation motion means a notice of motion to revoke or change a decision that complies with the requirements of the Act, Regulations and the Local Laws and may be considered, but has not yet been considered, by the Council or a committee as the case may be.

- (2) Subject to subclause (4), and unless a resolution is made under subclause (3), a decision made at a meeting is not to be implemented by the CEO or any other person until the afternoon of the first business day after the commencement of the meeting at which the decision was made.
- (3) The Council or a committee may, by resolution carried at the same meeting at which a decision was made, direct the CEO or another person to take immediate action to implement the decision.
- (4) A decision made at a meeting is not to be implemented by the CEO or any other person –
 - (a) if, before commencing any implementation action, the CEO or that person is given a valid notice of revocation motion; and
 - (b) unless and until the valid notice of revocation motion has been determined by the Council or the committee as the case may be.
- (5) The CEO is to ensure that members of the public attending the meeting are informed by an appropriate notice at the commencement of both agenda and minutes of the meeting, that a decision to grant an authorisation –
 - (a) is to take effect only in accordance with this clause; and
 - (b) cannot be acted upon by the person who has been granted the authorisation unless and until the decision has been implemented in accordance with this clause.

PART 17 - SUSPENSION OF LOCAL LAW

17.1 Suspension of local law

- (1) A member may at any time move that the operation of one or more of the provisions of this local law be suspended.
- (2) A member moving a motion under subclause (1) is to state the reasons for the motion but no other discussion is to take place.
- (3) Unless the meeting resolves otherwise, a resolution to suspend the operation of the clause or clauses to which the motion relates is for the duration of the meeting.

17.2 Where local law does not apply

- (1) The presiding member is to decide any question relating to the conduct of the meeting in situations where –
 - (a) one or more provisions of this local law have been suspended; or
 - (b) a matter is not regulated by the Act, the Regulations or this local law.
- (2) The decision of the presiding member under subclause (1) is final, except where a motion is moved and carried under clause 11.10.
- (3) Notwithstanding the provisions of subclause (1), the presiding member may call for a vote on a ruling open to him or her under subclause (1).
- (4) The vote is to be taken without a motion and without debate and the presiding member shall be bound by the outcome of the vote.

PART 18 - MEETINGS OF ELECTORS

18.1 Electors' general meetings

Electors' general meetings are dealt with in section 5.27 of the Act.

18.2 Matters for discussion at electors' general meetings

The matters to be discussed at electors' general meetings are dealt with in regulation 15 of the Regulations.

18.3 Electors' special meetings

Electors' special meetings are dealt with in section 5.28 of the Act.

18.4 Requests for electors' special meetings

Requests for electors' special meetings are dealt with in regulation 16 of the Regulations.

18.5 Convening electors' meetings

Convening electors' meetings is dealt with in section 5.29 of the Act.

18.6 Who presides at electors' meetings

Who presides at electors' meetings is dealt with in section 5.30 of the Act.

18.7 Procedure for electors' meetings

- (1) The procedure for electors' meetings is dealt with in section 5.31 of the Act and regulation 18 of the Regulations.
- (2) In exercising his or her discretion to determine the procedure to be followed at an electors' meeting, the presiding member is to have regard to this local law.

18.8 Participation of non-electors

A person who is not an elector of the local government shall not take part in any discussion at an electors' meeting unless the meeting, by resolution, permits the person do so.

18.9 Voting at electors' meetings

Voting at electors' meetings is dealt with in regulation 17 of the Regulations.

18.10 Minutes of electors' meetings

Minutes of electors' meetings are dealt with in section 5.32 of the Act.

18.11 Decisions made at electors' meetings

Decisions made at electors' meetings are dealt with in section 5.33 of the Act.

PART 19 - ENFORCEMENT

19.1 Penalty for breach

A person who breaches a provision of this local law commits an offence, and is liable for a penalty up to \$5,000 with a minimum penalty of \$1,000, and if the breach is of a continuing nature, a further penalty of up to \$500 with a minimum of \$100 in respect of each day during which the offence has continued.

19.2 Who can prosecute

Who can prosecute is dealt with in the Act.

Dated this _____ day of _____ 2016

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

R.S. YURYEVICH, Chairman of Commissioners

A.J COOK, Chief Executive officer.

LOCAL GOVERNMENT ACT 1976

SHIRE OF NARROGIN

PARKING LOCAL LAW 2016

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LOCAL GOVERNMENT ACT 1976

SHIRE OF NARROGIN

PARKING LOCAL LAW 2016

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Narrogin resolved on the _____ day of _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Parking Local Law 2016*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

The *Town of Narrogin Parking Facilities By-Laws No. 19* published in the *Government Gazette* on 11 May 1979 are repealed.

1.5 Definitions

(1) In this local law unless the context otherwise requires –

Act means the *Local Government Act 1995*;

authorised person means a person authorised by the local government to perform any of the functions of an authorised person under this local law;

authorised motor vehicle means a motor vehicle authorised by the local government, CEO, authorised person or by any written law to stop or park on a thoroughfare or on a parking facility;

bicycle has the meaning given to it by the Code;

bicycle path has the meaning given to it by the Code;

built-up area means the areas under a local planning scheme, including both sides of thoroughfares immediately adjoining, zoned as –

- (a) central business;
- (b) service commercial;
- (c) residential; and
- (d) rural townsite.

bus stop has the meaning given to it by the Code;

bus zone has the meaning given to it by the Code;

caravan has the meaning given to it by section 5 of the *Caravan Parks and Camping Grounds Act 1995*;

carriageway has the meaning given to it by the Code;

CBD means the area of Narrogin townsite bounded by, and including both sides of the thoroughfares –

- (a) Clayton Road,
- (b) Earl Street;
- (c) Park Street; and
- (d) the western boundary of Great Southern railway.

centre in relation to a carriageway, has the meaning given to it by the Code;

CEO means the Chief Executive Officer of the local government;

children's crossing has the meaning given to it by the Code;

Code means the *Road Traffic Code 2000*;

commercial motor vehicle –

- (a) means a motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of passengers; and
- (b) includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

continuous dividing line has the meaning given to it in the Code;

disability parking permit has the meaning given to it by the *Local Government (Parking for People with Disabilities) Regulations 2014*;

disabled parking bay means a part of a parking facility or carriageway which is identified or marked by painted lines, symbols, inscriptions or signs as a bay for the parking of motor vehicles driven by or carrying a disabled person;

district means the district of the local government;

driver means any person driving or in control of a motor vehicle;

edge line has the meaning given to it by the Code;

emergency motor vehicle has the meaning given to it by the Code;

footpath has the meaning given to it by the Code;

GVM or "gross motor vehicle mass" has the meaning given to it by the *Road Traffic (Motor vehicles) Act 2012*;

heavy motor vehicle has the meaning given to it by the Code;

infringement notice means the notice referred to in clause 7.5;

keep clear area means a portion of a carriageway that lies –

- (a) between 2 consecutive signs inscribed with the words "KEEP CLEAR" and each with an arrow pointing generally towards the other; or
- (b) between a sign inscribed with the words "KEEP CLEAR" and whichever of the following that lies in the general direction indicated by an arrow inscribed on the sign –
 - (i) the end of the carriageway; or
 - (ii) an area in which stopping is prohibited; or
 - (iii) the furthest point of "KEEP CLEAR" markings.

keep clear marking has the meaning given to it by the Code;

kerb means the constructed border or edge of the portion of a road paved for the use of vehicular traffic where any constructed border exists at the edge of the paved road and whether any footpath has been constructed or not;

level crossing has the meaning given to it by the Code;

loading zone has the meaning given to it by the Code;

local government means the Shire of Narrogin;

local planning scheme means a local planning scheme and includes any structure plan adopted or approved by the local government made under the *Planning and Development Act 2005*;

median strip has the meaning given to it by the Code;

motor cycle has the meaning given to it by the Code;

motor vehicle has the meaning given to it in the *Road Traffic (Administration) Act 2012*, but does not include a motorised scooter; and

motorised scooter has the meaning given to it by the Code, and includes a motorised wheelchair that is designed so as to be not capable of a speed exceeding 10 km/h;

nature strip has the meaning given to it in the Code

no parking area has the meaning given to it in the Code;

no parking sign means –

- (a) a sign with the words "no parking" in red letters on a white background, or
- (b) the letter "P" within a red annulus and a red diagonal line across it on a white background;

no stopping area has the meaning given to it in the Code;

no stopping sign means a sign with –

- (a) the words "no stopping" or "no standing" in red letters on a white background;
- (b) the words "no stopping" or "no standing" in white letters on a red background; or
- (c) the letter "S" within a red annulus and a red diagonal line across it on a white background;

notice of withdrawal means the notice referred to in clause 7.6(1).

occupier has the meaning given to it in section 1.4 of the Act;

owner where used in relation to –

- (a) a motor vehicle licensed under the *Road Traffic (Motor vehicles) Act 2012*, means the person in whose name the motor vehicle has been registered under the *Road Traffic (Motor vehicles) Act 2012*;
- (b) any other motor vehicle, means the person who owns, or is entitled to possession of that motor vehicle; and
- (c) land, has the meaning given to it in section 1.4 of the Act;

park has the meaning given to it by the Code;

parking area has the meaning given to it by the Code;

parking bay and **parking lane** means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a motor vehicle may be parked;

parking control sign has the meaning given to it by the Code;

parking facilities includes –

- (a) land, buildings, shelters, places, parking bays, parking lanes and other facilities open to the public generally for the parking of motor vehicles with or without charge; and
- (b) signs, notices and facilities used in connection with the parking of motor vehicles;

path has the meaning given to it in the Code;

pedestrian crossing has the meaning given to it by the Code;

public bus has the meaning given to it by the Code, and includes a school bus in the performance of its duties;

public place means any place to which the public has access whether or not that place is on private property;

reserve means any land—

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an otherwise unvested facility within section 3.53 of the *Land Administration Act 1997*;

right of way means a thoroughfare separating two portions of land by a public reserve, road, laneway, pedestrian access way, and includes the access leg of a battle-axe lot or the equivalent not more than 6m in width;

Schedule means a Schedule to this local law;

school bus means a motor vehicle that is used solely or principally for the carriage of children to and from school, and is equipped to seat 8 or more persons, including the driver;

shared zone has the meaning given to it by the Code;

sign includes a parking control sign or other sign, inscription, road marking, painted line, mark, structure or other device or method approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking facilities or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the stopping and parking of motor vehicles;

special purpose motor vehicle has the meaning given to it by the Code;

stop in relation to a motor vehicle, has the meaning given to it by the Code;

symbol includes any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this local law shall be also deemed to include a reference to the corresponding symbol;

taxi has the meaning given to it by the Code;

taxi zone has the meaning given to it by the Code;

thoroughfare has the meaning given to it in section 1.4 of the Act;

traffic island has the meaning given to it by the Code;

trailer has the meaning given to it by the Code;

verge has the same meaning as *nature strip*.

- (2) Unless the context otherwise requires, where a term is used, but not defined, in this local law, and that term is defined in the *Road Traffic Act 1974*, the *Road Traffic (Administration) Act 2013*, the *Road Traffic (Motor vehicles) Act 2012* or in the Code, then the term shall have the meaning given to it in that Act or the Code.

PART 2 - ADMINISTRATION

2.1 Powers of the local government

The local government may, by resolution, prohibit or regulate by signs or otherwise, including but not limited to –

- (a) the stopping or parking of any motor vehicle or any class of motor vehicles;
- (b) parking bays;
- (c) parking facilities;
- (d) permitted time and conditions of parking in parking bays and parking facilities which may vary with the locality;
- (e) permitted classes of motor vehicles which may park in parking bays and parking facilities;
- (f) permitted classes of persons who may park in specified parking bays or parking facilities; and
- (g) the manner of parking in parking bays and parking facilities.

2.2 Thoroughfares under control of Commissioner of Main Roads

- (1) Subject to subclause 2, this local law does not apply to –
 - (a) the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
 - (b) prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and
 - (c) any road which comes under the control of the Commissioner of Main Roads.
- (2) Upon request of the local government, the control of parking and parking facilities on a thoroughfare under the control of the Commissioner of Main Roads may be delegated by the Commissioner of Main Roads to the local government

2.3 Parking not under the control of the local government

- (1) This local law does not apply to a parking bay, parking lane or parking facility that is not occupied, managed or controlled by the local government, unless the local government and the owner or occupier of that land or facility have agreed in writing that this local law will apply to that land or facility.
- (2) The agreement referred to in subclause (1) may be made on such terms and conditions as the parties may agree.

2.4 Classes of motor vehicles

For the purpose of this local law, motor vehicles are divided into the following classes –

- (a) public buses and school buses;
- (b) commercial motor vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other motor vehicles.

PART 3 - PARKING THROUGHOUT THE DISTRICT

Division 1 – District generally

3.1 Application of Part 3

- (1) This Part applies to the whole of the district.
- (2) This Part is subject to the provisions of Part 4 which may override those of this Part.
- (3) This Part is further subject to the provisions of Part 5 which may override those of Part 4 or this Part.

3.2 Parking for people with disabilities

For avoidance of doubt, and notwithstanding clause 2.3(1), the provisions of the *Local Government (Parking for People with Disabilities) Regulations 2014*, apply throughout the district to all parking bays, parking lanes or parking facilities, whether under the control of the local government or not, which are a public place.

3.3 Parking motor vehicle on a carriageway

- (1) A person parking a motor vehicle on a carriageway other than in a parking bay shall park it –
 - (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the motor vehicle is parked;
 - (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the motor vehicle is parked;
 - (c) so that at least 3 metres of the width of the carriageway lies between –
 - (i) the motor vehicle and the farther boundary of the carriageway, any continuous dividing line or median strip, or
 - (ii) between the motor vehicle and a motor vehicle parked on the farther side of the carriageway;
 - (d) so that the front and the rear of the motor vehicle respectively is not less than 1 metre from any other motor vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this local law; and
 - (e) so that it does not obstruct any motor vehicle on the carriageway.

3.4 Parking near a railway level crossing

A person shall not park a motor vehicle so that any portion of the motor vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

3.5 Parking on reserves

No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a motor vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

3.6 General prohibitions on parking

- (1) This clause does not apply to a motor vehicle parked in a parking bay nor to a bicycle in a bicycle rack.
- (2) Subclauses (2)(c), (e) and (g) do not apply to a public bus which parks in a bus zone.
- (3) Subject to any law relating to intersections with traffic control signals a person shall not park a motor vehicle so that any portion of the motor vehicle is –
 - (a) between any other stationary motor vehicles and the centre of the carriageway;
 - (b) on or adjacent to a median strip;
 - (c) obstructing a right of way, private drive or carriageway or so close as to deny a motor vehicle reasonable access to or egress from the right of way, private drive or carriageway;
 - (d) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the motor vehicle would obstruct traffic;
 - (e) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
 - (f) on any footpath, children's crossing or pedestrian crossing;
 - (g) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous dividing lines or between a double longitudinal line consisting of a continuous dividing line and a broken or dotted line and the boundary of a carriageway nearer to the continuous dividing line, unless there is a distance of at least 3 metres clear between the motor vehicle and the double longitudinal line;
 - (h) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
 - (i) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
 - (j) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the motor vehicle is parked, unless a sign or markings on the carriageway indicate otherwise.
- (4) A person shall not park a motor vehicle so that any portion of the motor vehicle is within 20 metres of the approach side or within 10 metres of the departure side of –
 - (a) a sign inscribed with the words "Bus Stop" or "Hail Bus Here" (or with equivalent symbols depicting these purposes) unless the motor vehicle is a public bus stopped to take up or set down passengers;

or

- (b) a children's crossing or pedestrian crossing.

3.7 Restrictions on parking in particular areas

- (1) Subject to subclause (2), a person shall not park a motor vehicle in a thoroughfare, part of a thoroughfare, or part of a parking facility –
 - (a) if by a sign it is set apart for the parking of motor vehicles of a different class;
 - (b) if by a sign it is set apart for the parking of motor vehicles by persons of a different class; or
 - (c) during any period when the parking of motor vehicles is prohibited by a sign.
- (2) The driver may park a motor vehicle in a thoroughfare or a part of a thoroughfare or part of a parking facility, except in a thoroughfare or a part of a thoroughfare or part of a parking facility to which a disabled parking sign relates for twice the period indicated on the sign, if –
 - (a) the driver's motor vehicle displays a valid disability parking permit sticker; and
 - (b) a disabled person to which the valid disability parking permit relates is either the driver of the motor vehicle
- (3) A person shall not park a motor vehicle in a bay marked "M/C" unless it is a motorcycle without a sidecar or a trailer, or it is a bicycle.
- (4) A person shall not, without the prior permission of the local government, the CEO, or an authorised person, park a motor vehicle in an area designated by a sign stating "Authorised Motor vehicles Only".

3.8 Motor vehicles not to obstruct a thoroughfare or public place

A person shall not leave a motor vehicle, or any part of a motor vehicle, in a thoroughfare or public place including a right of way, so that it obstructs the use of any part of that thoroughfare or public place without the permission of the local government or unless authorised under any written law.

3.9 Authorised person may order motor vehicle on thoroughfare to be moved

The driver of a motor vehicle shall not park that motor vehicle on any part of a thoroughfare in contravention of this local law after an authorised person has directed the driver to move it.

3.10 Suspension of parking limitations for urgent, essential or official duties

- (1) Where by a sign the parking of motor vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an authorised person may, subject to the Code, permit a person to park a motor vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.
- (2) Where permission is granted under subclause (1), the local government, the CEO or an authorised person may prohibit the use by any other motor vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

Division 2 – No Parking and No Stopping

3.11 No parking

A driver shall not stop on a length of carriageway or in an area to which a "no parking" sign applies, unless the driver is –

- (a) is dropping off, or picking up, passengers or goods;
- (b) remains within three metres of the motor vehicle at all times; and
- (c) completes the dropping off, or picking up, of the passengers or goods within two minutes of stopping and drives on.

3.12 No stopping

- (1) A driver shall not stop on a length of carriageway, or in an area, to which a "no stopping" sign applies or in a "keep clear area".
- (2) A driver must not stop at the side of a carriageway marked with a continuous yellow edge line.

3.13 Application of particular definitions

For the purposes of the application of clause 3.12 and clause 3.13 an arrow inscribed on a sign erected at an

angle to the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the carriageway.

Division 3 – Stopping in particular circumstances

3.14 Stopping near an obstruction

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

3.15 Stopping on a bridge, etc.

A driver shall not stop a motor vehicle on a bridge, causeway, ramp or similar structure unless –

- (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a parking control sign does not prohibit stopping or parking; or
- (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

3.16 Stopping on crests, curves, etc.

A driver shall not stop a motor vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking motor vehicle, from a distance of 50 metres within a built-up area, and from a distance of 150 metres outside a built-up area.

3.17 Stopping near a fire hydrant etc

A driver shall not stop a motor vehicle so that any portion of the motor vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless –

- (a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and remains within three metres of the motor vehicle at all times; or
- (b) the driver is driving a taxi, and the driver stops in a taxi zone and remains within three metres of the motor vehicle at all times.

3.18 Obstructing access to and from a path, driveway, etc.

A driver shall not stop a motor vehicle so that any portion of the motor vehicle is in front –

- (a) of a path, in a position that obstructs access by motor vehicles or pedestrians to or from that path;
- (b) on or across a driveway or other way of access for motor vehicles travelling to or from adjacent land;

unless –

- (c) the driver is dropping off, or picking up, passengers; or
- (d) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law.

Division 4 – Signs

3.19 Part of thoroughfare to which sign applies

Where under this local law the parking of motor vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which –

- (a) lies beyond the sign;
- (b) lies between the sign and the next sign beyond that sign; and
- (c) is on that side of the thoroughfare nearest to the sign.

3.20 Pre-existing signs

(1) A sign is deemed for the purposes of this local law to have been erected by the local government under the authority of this local law that where that sign –

- (a) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this local law; and
- (b) relates to the parking of motor vehicles within the district,

(2) An inscription, word, number, expression or symbol on a sign referred to in subclause (1) operates and has effect according to its tenor, and where the inscription, word, number, expression or symbol relates

to the stopping of motor vehicles, it is to be deemed for the purposes of this local law to operate and have effect as if it related to the parking of motor vehicles.

3.21 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this local law.

3.22 Unauthorised signs and defacing of signs

A person shall not without the authority of the local government –

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this local law;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this local law or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this local law.

3.23 General provisions about signs

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this local law.
- (2) The first three letters of any day of the week when used on a sign indicate that day of the week.

Division 5 – Zones for particular motor vehicles

3.24 Stopping in a loading zone

A person shall not stop a motor vehicle in a loading zone unless it is –

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle that completes the dropping off or picking up of passengers within two minutes of stopping and then drives on,

but, in any event, shall not remain in that loading zone –

- (c) for longer than a time indicated on the "loading zone" sign; or
- (d) longer than 30 minutes, if no time is indicated on the sign.

3.25 Stopping in a taxi zone or a bus zone

- (1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.
- (2) A driver shall not stop in a bus zone unless the driver is driving a public bus or a school bus.

3.26 Stopping in a shared zone

A driver shall not stop in a shared zone unless –

- (1) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law;
- (2) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law;
- (3) the driver is dropping off, or picking up, passengers or goods; or
- (4) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

3.27 Other limitations in zones

A person shall not stop a motor vehicle in a zone to which a sign applies if stopping the motor vehicle would be contrary to any limitation in respect to classes of persons or motor vehicles, or specific activities allowed, as indicated by additional words on a parking control sign that applies to the zone.

PART 4 - PARKING IN BUILT-UP AREAS

Division 1 – Built-up areas generally

4.1 Application of Part 4

- (1) This Part applies to the built up areas of a built-up area.
- (2) This Part overrides any inconsistent provisions of Part 3.
- (3) This Part is subject to the provisions of Part 5 which may override those of this Part.

4.2 No parking of motor vehicles exposed for sale and other circumstances

A person shall not park a motor vehicle on any portion of a thoroughfare –

- (a) for the purpose of exposing it for sale;
- (b) if that motor vehicle is not licensed under the *Road Traffic (Motor vehicles) Act 2012*;
- (c) if that motor vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the motor vehicle to be moved to a place other than a thoroughfare.

4.3 Parking on a carriageway with heavy and long motor vehicles

- (1) Unless engaged in the picking up or setting down of goods, a person shall not park on any part of a carriageway for any period exceeding one hour, a motor vehicle or any combination of motor vehicles, that together with any projection on, or load carried by, the motor vehicle or combination of motor vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes.
- (2) Nothing in this clause affects the operation of any other clause in this local law or any other written law relating to the parking or stopping of motor vehicles.

4.4 Double parking

- (1) A driver shall not stop a motor vehicle so that any portion of the motor vehicle is between any other stopped motor vehicle and the centre of the carriageway.
- (2) This clause does not apply to –
 - (a) a driver stopped in traffic; or
 - (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this local law.

4.5 Event Parking

- (1) A temporary sign may indicate that all or part of a parking facility, thoroughfare or public place is set aside, during the period indicated in the sign, for the parking of motor vehicles by persons attending a particular event.
- (2) The local government may issue to a person a permit in respect of all or part of a parking facility, thoroughfare or public place for an event referred to in subclause (1).
- (3) A person must not park or stop a motor vehicle, or permit a motor vehicle to remain parked, in any area that is set aside under subclause (1) unless the permit issued under subclause (2) for the relevant event is displayed inside the motor vehicle so that it is clearly visible to an authorised person examining the ticket from outside the motor vehicle.

Division 2 – Parking bays, parking lanes, and parking facilities

4.6 Motor vehicles to be within parking bays or parking lanes on thoroughfare

- (1) Subject to subclause (2) and (3), a person shall not park a motor vehicle in a parking bay in a thoroughfare otherwise than –
 - (a) parallel to and as close to the kerb as is practicable;
 - (b) wholly within the parking bay or parking lane; and
 - (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the bay is situated.
- (2) If a motor vehicle is too long or too wide to fit completely within a single parking bay then the person parking the motor vehicle shall do so within the minimum number of parking bays needed to park that motor vehicle.
- (3) A person shall not park a motor vehicle partly within and partly outside a parking area.

4.7 Parking prohibitions and restrictions

- (1) A person shall not –
 - (a) park a motor vehicle so as to obstruct an entrance to, or an exit from parking facilities, or an access way within parking facilities;
 - (b) except with the permission of the local government or an authorised person, park a motor vehicle on any part of a parking facility contrary to a sign referring to that part;
 - (c) permit a motor vehicle to park in any part of parking facilities, if an authorised person directs the driver of such motor vehicle to move the motor vehicle; or
 - (d) park or attempt to park a motor vehicle in a parking bay in which another motor vehicle is parked, unless –
 - (i) parking of a motorcycle and a bicycle together in a bay marked "M/C", and
 - (ii) the bicycle is parked in accordance with subclause (2).
- (2) A person must not park a bicycle –
 - (a) in a parking bay other than in a bay marked for motorcycles only; and
 - (b) other than against the kerb.
- (3) Notwithstanding the provisions of subclause (1)(b) a driver may park a motor vehicle in a bay or facility (except in a parking area for people with disabilities) for twice the length of time allowed, provided that –
 - (a) the driver's motor vehicle displays a current disability parking permit; and
 - (b) a person with disabilities to which that disability parking permit relates is either the driver of or a passenger in the motor vehicle.

4.8 Angle parking

- (1) This clause does not apply to –
 - (a) a motor vehicle with a mass including any load, of over 4.5 tonnes; or
 - (b) a person parking either a motor cycle without a trailer or a bicycle.
- (2) Where a sign associated with a parking area is inscribed with the words "angle parking", or with an equivalent symbol depicting this purpose, a person stopping or parking a motor vehicle stop or shall park the motor vehicle at an angle and in the position indicated by the inscription on the parking sign or by marks on the carriageway.

Division 3 – Stopping in particular circumstances

4.9 Stopping at or near a bus stop

A driver shall not stop a motor vehicle so that any portion of the motor vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, measured in the direction of traffic movement on that portion of the thoroughfare, unless –

- (a) the motor vehicle is a public bus stopped to take up or set down passengers; or
- (b) the driver stops at a place on a length of carriageway, or in an area permitted by a parking control sign.

4.10 Stopping on a path, median strip, or traffic island

The driver of a motor vehicle (other than a bicycle or an animal) shall not stop so that any portion of the motor vehicle is on a path, traffic island or median strip, unless permitted by a parking control sign.

4.11 Stopping on verge

- (1) A person shall not stop so that any portion of the following is on or projects over a verge –
 - (a) stop a motor vehicle (other than a bicycle);
 - (b) stop a commercial motor vehicle or any combination of motor vehicles that exceeds 4.5 tonnes GVM, a public bus, a trailer or caravan unattached to a motor vehicle; or
 - (c) stop any motor vehicle (other than a bicycle) during any period when the stopping of motor vehicles on that verge is prohibited by a sign adjacent and referable to that verge.
- (2) Subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the land adjacent to that verge, or is a person authorised by the occupier of that land to stop the motor vehicle so that any portion of it is on the verge.

- (3) Subclause (1)(b) does not apply to a commercial motor vehicle or any motor vehicle with a GVM that exceeds 4.5 tonnes when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the land adjacent to the portion of the verge on which the motor vehicle is parked, provided no obstruction is caused to the passage of any motor vehicle or person using a carriageway or a path.

4.12 Stopping on a carriageway with motor cycle parking sign

The driver of a motor vehicle shall not stop on a length of carriageway, or in an area, to which a "motor cycle parking" sign applies, or an area marked "M/C" unless –

- (a) the motor vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

4.13 Stopping on a carriageway with a bicycle sign

Unless dropping off or picking up passengers, the driver of a motor vehicle (other than a bicycle) must not stop on a length of carriageway to which any of the following apply –

- (a) a "bicycle path" sign;
- (b) a "bicycle parking" sign; or
- (c) a "dual use path" or other sign indicating bicycles are permitted to use the path.

PART 5 - PARKING IN THE CBD

5.1 Application of Part 5

- (1) This Part applies to the thoroughfares and parking facilities within the CBD.
- (2) This Part overrides any inconsistent provisions of Part 3 or Part 4.

5.2 Timed parking

- (1) Where indicated by a sign, timed parking applies to CBD thoroughfares from 8.00 am to 6.00 pm Monday to Friday and 8.00 am to 12.30 pm Saturday, except public holidays.
- (2) The period for which parking is permitted is that indicated on the sign.

5.3 Authorised person may mark tyres

- (1) An authorised person may mark the tyres of a motor vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.
- (2) A person shall not remove a mark made by an authorised person so that the purpose of the making the mark is defeated or likely to be defeated.

5.4 No movement of motor vehicles to avoid time limitation

- (1) Where the parking of motor vehicles in a thoroughfare or parking facility is permitted for a limited time, a person shall not move a motor vehicle within the thoroughfare or parking facility so that the total time of parking exceeds the maximum time allowed for parking in the thoroughfare or parking facility.
- (2) Where the parking of motor vehicles in a thoroughfare is permitted for a limited time, a person shall not move a motor vehicle to another bay within 50 metres so that the total time of parking exceeds the maximum time permitted, unless the motor vehicle has first been removed from the vicinity for at least 30 minutes.

PART 6 - MISCELLANEOUS

6.1 Removal of notices on motor vehicle

A person, other than the driver of the motor vehicle or a person acting under the direction of the driver of the motor vehicle, shall not remove from the motor vehicle any notice put on the motor vehicle by an authorised person.

6.2 Emergency and special purpose motor vehicles

Notwithstanding anything to the contrary in this local law, the driver of –

- (a) an emergency motor vehicle may, in the course of their duties and when it is expedient and safe to do

- so or where they believes that it is expedient and safe to do so, stop, or park the motor vehicle at any place, at any time; and
- (b) a special purpose motor vehicle may, only in the course of his or her duties and when it is necessary and safe to do so, stop, or park the motor vehicle in any place, at any time.

6.3 Removal and impounding of motor vehicles

- (1) The impounding of motor vehicles and other goods shall be carried out in accordance with Part 3 Division 3 Subdivision 4 of the Act and regulation 29 of the *Local Government (Functions and General) Regulations 1996*.
- (2) An employee authorised specifically for the purposes of section 3.39 of the Act and this clause may remove and impound any motor vehicle that is involved in a contravention that can lead to impounding.
- (3) A person authorised to impound a motor vehicle in accordance with subclause (2) may use reasonable force to exercise the power given by that clause.
- (4) The form of the notice referred to in section 3.42 of the Act is set out in Schedule 1.

6.4 Notice to owner of motor vehicle involved in offence

The owner of a motor vehicle may be required to identify the driver or person in charge of a motor vehicle at the time when an offence is alleged to have been committed by sending a notice substantially in the form of Form 1 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

PART 7 - ENFORCEMENT

7.1 Legal proceedings

Evidentiary provisions relating to offences involving motor vehicles are contained in Division 3 of Part 9 of the Act.

7.2 Offences

A person who breaches a provision of this local law commits an offence.

7.3 General penalty

A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000 and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of the day during which the offence has continued.

7.4 Modified penalties

- (1) The offences contained in the Schedule 4 are offences in relation to which a modified penalty may be imposed.
- (2) The amount appearing in the final column of Schedule 3 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

7.5 Issue of infringement notice

Where an authorised person has reason to believe that a person has committed an offence in respect of which a modified penalty may be imposed, he or she may issue to that person a notice substantially in the form of either –

- (a) Form 2 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*; or
- (b) Schedule 2 of this local law, in accordance with section 9.18 of the Act.

7.6 Withdrawal of infringement notice

- (a) Whether or not the modified penalty has been paid, an authorised person may withdraw an infringement notice by sending a notice substantially in the form of Form 3 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.
- (b) A person authorised to issue an infringement notice under clause 7.5 cannot sign or send a notice of withdrawal.

Schedule 1 – Notification of Impoundment of Motor vehicle
 [cl. 6.3]
Shire of Narrogin

To (full name/s) –	
Of (address) –	
	Department of Transport records indicate that you are the registered owner of the motor vehicle detailed below and notice is hereby given that the motor vehicle has been impounded in accordance with the provisions of the <i>Local Government Act 1995</i> .
Make –	
Model –	
Registration –	
Impounded from –	
Positioned at/near –	
Date impounded –	
Time impounded –	
	The motor vehicle has been taken to a secure facility.
Facility address –	
	IT IS A REQUIREMENT THAT ALL PAYMENTS ARE RECEIVED PRIOR TO THE RELEASE OF THE MOTOR VEHICLE.
Documentation required –	The following must be produced before payment can be accepted and release of the motor vehicle is permitted— <ul style="list-style-type: none"> • Current Motor vehicle Registration Document. • Drivers licence or other legal form of identification. • Payment receipt (required for motor vehicle release at secure facility).
Payment in person only –	Chief Executive Officer Shire of Narrogin, 89 Earl Street, (PO Box 188), NARROGIN 6312 Between – 8.30am and 4.30pm Monday to Friday (except public holidays) Payments by cash, cheque or EFTPOS.
	The motor vehicle will then be available for release, by contacting the Shire to make the necessary arrangements
Motor vehicle impound fee –	
Additional days storage fee or part thereof	
(1) Subject to clause 2 below, if your motor vehicle is not collected within 2 months after the date of this notice the Shire may either –	
(a) under section 3.46 of the <i>Local Government Act 1995</i> refuse to allow the motor vehicle to be collected until the Shire's costs of removing and keeping the motor vehicle have been paid to the Shire; or	
(b) under section 3.47 of the <i>Local Government Act 1995</i> sell or otherwise dispose of the motor vehicle and credit the money received from that sale or disposal to the Shire's Trust Fund except to the	

<p>extent required to meet the cost and expenses incurred by the Shire in removing, impounding and selling of the motor vehicle.</p> <p>(2) If the Local Government has made a declaration that in accordance with 3.40A(4) of the <i>Local Government Act 1995</i> the motor vehicle is an abandoned wreck then the motor vehicle may be disposed of within 7 days of that declaration being made.</p>	
<p>If you are convicted of an offence against this Local Law, section 3.48 of the <i>Local Government Act 1995</i> allows the Shire to recover from you its outstanding expenses incurred in the removing, impounding and selling of the motor vehicle.</p>	
Take note –	Unless all fees are paid for and the motor vehicle collected within 2 months from the date of impounding, the Shire may sell the subject motor vehicle.
Authorised person – Name	
Signature	
Title	
Date issued –	

Schedule 2 – Infringement notice and notice requiring owner of motor vehicle to identify motor vehicle
[cl. 7.5(b)]
Shire of Narrogin

INFRINGEMENT NUMBER –	
To (full name/s) –	
Of (address) –	
	It is alleged that –
On (day) –	
At (time) –	
	Your motor vehicle –
Make –	
Model –	
Registration –	
As from	
	Was involved in the commission of the following offence –
Details of offence –	
	Contrary to –
Local Government (Parking for People with Disabilities) Regulations 2014 –	
Shire of Narrogin Parking Local Law 2016, clause –	

The modified penalty item number is –	
The modified penalty for the offence is –	\$
If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid within a period of 28 days after the giving of this notice	
Unless within 28 days after being served with this notice – (a) you pay the modified penalty; or (b) you – (i) inform the Chief Executive Officer or another authorised person at the Shire of Narrogin as to the identity and address of the person who was the driver or person in charge of the above motor vehicle at the time the offence is alleged to have been committed; or (ii) satisfy the Chief Executive Officer that the above motor vehicle had been stolen or was being unlawfully used at the time the offence is alleged to have been committed, you will, in the absence of proof to the contrary, be deemed to have committed the above offence and court proceedings may be instituted against you.	
If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any motor vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable. If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any motor vehicle licence you hold being suspended without your knowledge.	
In person or by mail to –	Chief Executive Officer Shire of Narrogin, 89 Earl Street, (PO Box 188), NARROGIN 6312 Between – 8.30am and 4.30pm Monday to Friday (except public holidays) Payments by cash, cheque or EFTPOS.
Electronic payment or correspondence –	Refer website at www.narrogin.wa.gov.au Quoting infringement number enquiries@narrogin.wa.gov.au
Authorised person – Name	
Signature	
Title	
Date issued –	

Schedule 3 – Prescribed offences

[cl. 7.4]

Item	Clause	Nature of offence	Modified penalty \$
1	3.2	Unauthorised parking in a disabled parking space or unauthorised display of a disability parking permit are dealt with by the <i>Local Government (Parking for People with Disabilities) Regulations 2014</i>	As per the Regulations
2	3.3	Failure to park correctly on a carriageway without markings	50

3	3.4	Parking too close to a railway level crossing	100
4	3.5	Unauthorised parking on a reserve	50
5	3.6	Failure to comply with general prohibitions on parking	50
6	3.7	Failure to comply with restrictions on parking in particular areas	50
7	3.8	Motor vehicle obstructing a thoroughfare or public place	100
8	3.9	Failure to comply with instruction of authorised person	100
9	3.10(1)	Failure to obtain permission to park a motor vehicle other than as provided by this local law	50
10	3.10(2)	Failure to comply with conditions of suspension of parking requirements	100
11	3.11	Failure to comply with "no parking" sign	50
12	3.12	Failure to comply with "no stopping" sign	50
13	3.14	Stopping near an obstruction	50
14	3.15	Stopping on a bridge etc	100
15	3.16	Stopping on crests/curves	100
16	3.17	Stopping near fire hydrant	50
17	3.18	Obstructing path, a driveway etc	50
18	3.21	Failure to comply with sign	50
19	3.22	Unauthorised placement, misuse or obstruction of a sign	100
20	3.24	Stopping unlawfully in a loading zone	50
21	3.25	Stopping unlawfully in a taxi or bus zone	50
22	3.26	Stopping in a shared zone	50
23	3.27	Stopping in a zone contrary to a sign	50
24	4.2	Parking of a motor vehicle on a verge for sale or repair, of if unlicensed motor vehicle, unattached trailer or caravan.	50
25	4.3	Failure to comply with limitations on heavy and long motor vehicles	100
26	4.4	Double parking	50
27	4.5(1)	Failure to comply with event parking sign	50
28	4.5(3)	Failure to display required event permit information	50
29	4.6	Failure to park with marked bay or lane	50
30	4.7(1)	Creating an obstruction or incorrectly parked in a parking facility	50
31	4.7(2)	Incorrect parking of a bicycle in a parking facility	50
32	4.7(3)	Unauthorised extended parking in a facility	50
33	4.8	Failure to comply with angle parking	50
34	4.9	Stopping at or near bus stop	50
35	4.10	Stopping on path, median strip or traffic island	50
36	4.11	Stopping on verge	50
37	4.12	Stopping in a motorcycle parking area	50
39	4.13	Stopping in a bicycle area	50
40	5.2	Failure to comply with timed parking sign	50
41	5.3(2)	Unauthorised making or removal of mark	100

42	5.4	Moving motor vehicle to avoid time limitations	50
43	6.1	Removing notice from motor vehicle	100
44	6.2(b)	Unauthorised parking of special purpose motor vehicle	50
45		All other offences not specified	50

Dated this _____ day of _____ 2016

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

R.S. YURYEVICH, Chairman of Commissioners

A.J. COOK, Chief Executive Officer.

7.45pm Mr Cook declared an interest in the following item and departed chambers

10.2.047 LEASE RAILWAY INSTITUTE HALL

File Reference: 5.4.10
Disclosure of Interest: Mr Aaron Cook
Applicant: Not Applicable
Previous Item Nos: Nil
Date: 8 April 2016.
Author: Colin Bastow, Director Corporate & Community Services.

Attachments

- Narrogin Gymnastic Club (Inc.) Proposal
- JSW Training & Community Services

Summary

Council to consider leasing the Railway Institute Hall to Narrogin Gymnastic Club (Inc.).

Background

The Town has advertised for submissions from community groups and businesses to lease the Railway Institute Hall as the PCYC has withdrawn from its current lease agreement for commercial reasons.

Comment

The Railway Institute Hall is surplus to the Town's current operational requirements as the Town Hall and John Higgins Community Centre is available for casual hire by the community and both of these facilities are currently underutilised.

To ensure that the Railway Institute Hall is appropriately maintained and can provide benefit to the local community, it is recommended that this facility be leased to a worthy organisation who can provide suitable services.

It has been the Town's recent practice to offer a 3 to 5 year lease term, as this period of time allows the Town the ability to quickly amend agreements to ensure the facility is being used for the agreed purpose and continues to provide benefits to the community.

The Town had received some interest from various community groups with regards to the possible uses of the Railway Institute Hall, however only two submissions were received.

There has been discussion about how the Town may be able to support the Narrogin Gymnastic Club in finding a suitable permanent facility. By allowing the Club to lease the Railway Institute Hall at a subsidised rental it will enable their members time to fundraise for the construction of a more suitable facility.

The only concern with leasing the Railway Institute Hall to the Narrogin Gymnastic Club is the possible damage to the wooden floor. The moving of heavy equipment and mats may scratch the newly renovated wooden floor. There also may be a requirement to install metal supports in the flooring. The Town should require a suitable bond be paid, to ensure any repair works are undertaken at the Lessee's expense.

Further discussions with the Narrogin Gymnastic Club will be required before a final lease agreement can be agreed to by both parties. This report's recommendation will allow the DCCS to negotiate with the club to ensure the best interest of the Town and community is taken into consideration.

The Narrogin Gymnastic Club has about nine months to find a more permanent facility to operate from before their current lease agreement expires.

Attached is the Narrogin Gymnastic Club's Proposal that will provide additional information about the submission.

Although the JSW Training proposal is considered to be a very worthy service, it is not supported on this occasion due to the uncertain future of the training program. JSW officers have commented during an onsite inspection that the Railway Institute Hall that the Hall is not ideal for their purposes and that their proposal is only for its use to the end of December 2016.

Attached is the JSW submission that provides additional information about the proposal.

Consultation

- Aaron Cook - CEO

Statutory Environment

Local Government Act 1995 s. 35.8 Disposal of property.

Local Government (Functions and General) Regulations 1996 r.30 Disposition of property excluding from s.3.58 of the Act.

As the Narrogin Gymnastic Club Inc. is a sporting club the Town is not required to comply with the requirement of the *Local Government Act 1995 section 3.58*.

Policy Implications

Nil.

Financial Implications

Narrogin Gymnastic Club annual rental of \$5,000 per annum for 5 years.

JSW rental April to December 2016 of \$6,000.

Strategic Implications

Nil.

Voting Requirements

Simple Majority.

COUNCIL RESOLUTION 0416.059 AND OFFICER'S RECOMMENDATION

Moved: Cr Bartron

Seconded: Cr Russell

That Council:

1. approves a 5 year lease with an option for a further extension of the Railway Institute Hall, No 105 (Lot 1679) Federal Street Narrogin, to the Narrogin Gymnastic Club (Inc.) for an annual rental of \$5,000 subject to the payment of a \$1,000 bond, and
2. The lease agreement be prepared by the Director of Corporate and Community Services to the satisfaction of the Town's Chief Executive Officer.

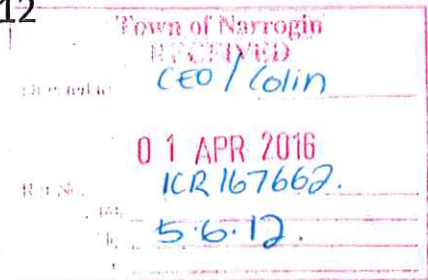
CARRIED 8/0

Note: The Officer advised the meeting that an email was received from JSW informing the Town that they withdraw their proposal to lease the Railway Institute Hall. This action did not affect the Officer's recommendation as presented to Council.

Narrogin Gymnastic Club (Inc)

PO Box 1091, Narrogin, WA 6312

Email: NgnGymClub.sec@gmail.com



25th March 2016

Attention: Aaron Cook
Chief Executive Officer
Town of Narrogin
PO Box 188
Narrogin WA 6312

Dear Aaron

Ref: Railway Institute Hall

We are writing to you to express our interest in leasing the Railway Institute Hall in Federal Street that has now become vacant.

The Narrogin Gymnastics Club would like to use the Railway Institute Hall for coaching of gymnastics, gymnastics displays and other matters to do with the club such as meetings, coaching courses etc. The club has a short term lease of a shed in the Narrogin Industrial Park but is looking for a permanent home.

Over the last six years, the Narrogin Gymnastics Club has grown from 9 members to over 85 boys and girls between the ages of 5 and 16. These children are rural kids that come from a range of different backgrounds and travel up to 70 kilometres away to learn gymnastics. They would not have the opportunity to learn this amazing sport if our small rural club was not running. We have four fully trained coaches and are encouraging some of our older members to develop their coaching skills and qualifications. However our limited facilities and equipment mean there are always a number of children on our waiting list which is frequently up to and over a year long.

The club is currently running training sessions three nights a week after school for 2 to 3 ½ hours depending on the night, but we are hoping to expand these coaching times as our younger coaches develop and we have a permanent home. We run committee meetings every quarter and the coaches meet monthly. Gymnastics requires specialised equipment including sprung floors, matting, beams, parallel bars, ropes and trampolines. The vast majority of this equipment needs to be set up permanently and this would restrict the use of the hall by other community groups to those who could work around or with our equipment (such as Tai-kwondo, Tai Chi, fitness classes, ballet, drama, yoga etc). Should we be successful, we would be open to negotiation on this.

The Narrogin Gymnastics Club is prepared to offer the Town of Narrogin a rent of \$5,000 per annum plus the costs of water, electricity and any other utilities. The Narrogin Gymnastics Club would be responsible for cleaning the hall and would also organise and pay for any

minor repairs. We would be seeking a long term lease (minimum of five years) and be prepared to renegotiate the rent after this time.

Securing a long term lease on suitable premises is part of a larger plan which will enable the children and the Narrogin Gymnastics Club to:

- I. Improve safety for children with up to date/high quality equipment with appropriate Australian standard safety parameters.
- II. Build on and consolidate past competition successes with giving children access to high quality equipment
- III. Retain and attract more children to the club with access to safe/high quality equipment
- IV. Build up different kinds of skills with a wider range of equipment with different gymnastics purposes and skill sets
- V. Be equitable as both male and female children are catered for
- VI. Be inclusive as the Club caters for KidSport recipients (a total of 7 children)
- VII. Be inclusive as the Club caters for children with physical/mental challenges (a total of two children).

The Narrogin Gymnastics Club is happy to make a formal presentation of this tender to the Town of Narrogin.

Yours sincerely

Emma Mutch
President
Narrogin Gymnastics Club



BUNBURY | BUSSELTON | MARGARET RIVER | MANJIMUP

Freecall 1800 641 375 | Email: info@jsw.org.au | for all branches

PO Box 998, Bunbury WA 6231 | 08 9721 5033

About JSW

JSW Training & Community Services (JSW) is a community based, not for profit organisation with over two decades of dedicated, consistently cutting edge community services and accredited training experiences across the southwest region.

JSW's vision and commitment is to 'make a positive difference' to the lives of the most vulnerable members of the community. Our mission is to relieve disadvantage and build resilience and community connectedness by supporting our clients to engage with education, training and employment. We support over 5000 clients annually to find the strength and skills they need to take their lives in positive productive directions.

While JSW's services are available to anyone in the community, we specialize in working with severely marginalized and disengaged young people and their families. We provide early intervention services with individuals and families to minimize risks and negotiate and overcome crises. Our work with marginalized young people and their families makes a significant contribution to reducing antisocial and criminal behavior by alleviating the circumstances linked to disengagement, dysfunction, substance abuse and criminality

JSW is a registered training organisation with more than 25 qualifications on our scope of registration in the industry areas of Business, Retail, Hospitality, Horticulture and Community Services. JSW succeeds where mainstream education has failed in delivering accredited and non-accredited training to disengaged people of all ages through face to face training, workplace based training through traineeship arrangements and within the school system.

We are an award winning organisation having won the State 'Training Initiative Award' in 2012, runner up for the State "Small Training Provider of the Year" 2015, runner up for the 'WA Small Training Provider of the Year Award' in 2011 and 'WA Small Training Provider of the Year Award' in 2009.

Our unique blend of intensive personal support and innovative training has enabled hundreds of people to reconnect to their community and to forge meaningful education and training pathways. We equip

all our clients to take responsibility for their personal and career development through finding their strengths and applying them in realistic and sustainable ways. We also wrap an integrated set of counseling, health and wellbeing and career development services around our young people to further support their successful transition 'learning or earning'.

Our longstanding capacity to foster success in the lives of disadvantaged and vulnerable people is evidenced by JSW's consistent representation in the state training awards since 2009 and our preferred provider status with key funding bodies including the Departments of Child Protection and Family Support, Training and Workforce Development and Education.

JSW employs a combination of 50 full and part time staff and provides a service to over 5000 clients across the South West annually. JSW's head office is located in Bunbury with a permanent full time office in Busselton, Manjimup and Fremantle. Outreach offices can be found in Community Resource Centres in Collie, Harvey, Brunswick and Margaret River.

JSW's suite of current community services based programs and services include:

- Preferred provider status for the delivery of the Department of Training and Workforce Development's career development program Workforce Development Contact (WDC)
- The Social and Wellbeing Program funded through the national Prime Minister and Cabinet. This program provides advocacy and brokerage services to resolve housing, financial and personal issues and increase access to sustainable employment and training for Indigenous people.
- Delivery of Youth South West (YSW) Service, funded by the Department for Child Protection and Family Support across the South West and Warren Blackwood region. This program assists clients who are severely disadvantaged and/or at risk i.e. homeless, have offending histories and behaviours, substance abuse problems, sexual, physical and/or emotional abuse backgrounds, problematic relationships, poor social skills, extremely low academic levels, cultural differences, geographic isolation and very dysfunctional families of origin.
- Delivery of the Leadership for program which diverts young people from criminal and antisocial behaviour by targeting their individual needs, working across multiple settings (family, school, peers), dealing with multiple risk factors.

JSW's suite of current training based programs and services include:

- More than 120 students signed up in traineeship arrangements throughout the South West, Great Southern, Wheatbelt, Peel and Metro regions
- 14 face to face programs delivered in the communities of Bunbury and Busselton

Background

The Department of Education Participation and Transition unit have been in discussion with JSW regarding the delivery of an engagement and transition program for young people between the ages of 15 – 17 years of age in Narrogin. Approximately 20 young people in Narrogin and surrounding communities in this age group have been identified as not being engaged in the education system and attending school regularly. In 2015, PCYC successfully delivered a training program to this cohort with 100% success of engaging and transitioning young people to further education, employment and training opportunities in 2016. With the withdrawal of the services by PCYC, it has left a gap within the Narrogin community. JSW has been approached by the Department of Education to develop a similar program, based on our organizations successes achieved in the Bunbury and Busselton communities with similar age groups delivering similar life skills, self esteem building programs.

Further to our stakeholder consultation, it has been identified that there is a lack of other training opportunities within the Narrogin community that caters for people with major barriers to employment, for example long term unemployed people, people with substance abuse problems etc.

With the state wide freeze on employment and the current restructure of the TAFE system in WA, CY O'Connor TAFE are unable to meet this gap with localized training programs at the Narrogin TAFE campus. Consultation has indicated that disadvantaged and marginalized members of the community are not successfully engaged in the local TAFE due to their barriers being too complex and TAFE's inability to provide wraparound mentoring services.

Our Proposal

JSW proposes to deliver 5-6 accredited classroom based training programs to the Narrogin community to a range of disadvantaged and marginalized target groups. The programs would commence in May 2016 and finish in December 2016. Essentially JSW would be setting up a training facility within the hall for formal and informal learning. All training programs would be facilitated by Audrey Parnell as the trainer and a Support Worker would be employed to provide essential wraparound pastoral care to the students. .

The specific training programs are as follows;

1. Offer a 15 week / 2 day a week program to youth at risk 15-24 year olds enrolled in the Certificate I in Gaining Access to Training and Employment (GATE). This program would start on 3rd May and finish on 23rd August 2016. This program will be delivered on a Tuesday and Wednesday.
2. Following successful completion of the GATE program, students within this youth at risk cohort group would be articulated into a Certificate II in Leadership Development. This program would be delivered for a further 15 weeks commencing on 30th August and finish on 9th December 2016. This program will be delivered on a Tuesday and Wednesday.
3. Offer an 18 week / 2 day a week program to people wanting to study Certificate II in Community Services or Certificate III in Community Services. This program would be delivered

on a Thursday and Friday and commence on 5th May. The face to face component would conclude on 26th August 2016.

4. Commence delivery of an intensive Certificate IV in Community Services program starting on the 1st September 2016 and concluding the face to face delivery component on the 9th December 2016.
5. Offer a one day a week program to women in the community to enroll in a Certificate I in New Opportunities for Women (NOW), focusing on young mothers predominantly. This program would run on a Monday, commencing 18th July 2016 and finishing on 9th December 2016.

JSW is an approved Preferred Provider of Training, under the Participation Program, funded by the Government of Western Australian, Department of Training and Workforce Development (DTWD). All above training programs attract various funding streams through the DTWD. Individuals may undertake study in a qualification with little or no experience in the chosen industry. Typically, entrance requirements into the majority of training programs are based on the following:

- Job Seekers- must be unemployed or under employed and hold a newstart card; or youth allowance card; or have a referral from a job seeker broker (job active member).
- People With A Disability -must have evidence from Centrelink of being in receipt of a disability support pension or a sickness allowance from Centrelink or have a referral from a broker for people with a disability (disability employment network member)
- Aboriginal People -must be an aboriginal person.
- Culturally And Linguistically Diverse (CALD) People -must be born overseas and speak English as a second language
- Youth At Risk - must be aged 16 to 24; and not be fully engaged in education, employment or training. referral from a broker of youth at risk (department of education)

The community services qualifications are also available to members of the community that do not meet eligibility requirements as these qualifications are listed on the State Skill Shortage list, and guarantees subsidized funding places.

Face to face programs would be delivered between the hours of 9.30am and 3.00pm. This program times coincide with the school bus timetable.

Initially, JSW will be focused on establishing Vocation and Education Training (VET) training as stated above. There is potential to deliver Leadership and Management training and other qualifications listed on JSW's scope of registration, pending demand could be met. This may include weekend and night classes.

JSW has already commenced discussions with other state government departments about opportunities to expand our current successful service delivery model provided within the South West region. Our aim would be to develop and deliver more community based programs that focus on life skills, crime prevention programs, mentoring and family support programs for young people and their families. Many

of our other programs that we would like to establish in the Narrogin community focus on diverting young people away from criminal and antisocial behavior by targeting their individual needs, working across multiple settings (family, school, peers), dealing with multiple risk factors and being culturally specific.

Target Group

People generally participating and engaging in JSW's training programs are extremely high risk, often coming from dysfunctional families, with very little emotional care, and often lacking the support and encouragement to participate in furthering their employment or educational opportunities. Many clients come from cross generational drug and alcohol abuse, with limited financial stability and security. Other presenting issues typically include:

- Poor mental health
- Low self-esteem and confidence
- Poor communication skills
- Participation in high risk activities
- Engagement in criminal activities
- Sedentary lifestyle
- Poor socio-economic status
- Experiencing trauma

Community Partnerships

Our success does not occur from working in isolation when we commence a program of any description. It is achieved via collaboration and partnerships with a full range of key stakeholders committed to increasing the well-being of our communities and the people that we work with. We would expect that the following agencies and organizations at the very minimum would be consulted with and involved in some degree of our operations:

- The Department of Education
- The Department of Corrective Service Youth Justice Services unit
- The Department for Local Government and Communities
- The Department for Child Protection and Family Support
- The Western Australian Police Force
- Centrelink
- Directions WA
- Forrest Personnel
- Job Active Networks including Max Employment, Skillhire
- Surrounding Community Resource Centres

It is an expectation of all of our training program requirements that local connections and partnerships are established. This could include various community festivals and shows or other community based organizations delivering individual and volunteering services. This approach not only promotes active and positive citizenship but provides in many cases valuable physical man power support to volunteer based organizations and activities. As a result, individual sense of belonging to a community, feeling good about self is achieved thus lifting the profile of the program and contributing to the social fabric of the community.

Community benefits and outcomes

The community benefits of training programs in the way that JSW delivers them, are far reaching. Benefits include:

- Diversionary activities diverting people from criminal and self-harming activity
- Reengaging people back into education, training or employment
- Participation in sport and recreation activities
- Participation in healthy lifestyle nutrition sessions
- Community and volunteer engagement
- A holistic approach to working alongside the young people's families and carers to improve the wellbeing and resilience of their extended networks and promote reconnection with support services, education and employment
- Providing young people with developmental and support services to enable them to overcome offending behaviour and become a fully autonomous individual
- Assisting participants to change behaviour and attitudes
- Assist with re-engagement with School
- Positive relationships and interaction with local Police
- Safer communities
- Providing an insight into individual student personal strengths and how these could translate into potential career paths that they can see as achievable
- Providing increased confidence and fluency in communicating in life generally through participation in team building and activities that challenge and stretch the participants on a personal level
- Providing increased knowledge of job search skills and career development
- Increasing understanding of and capacity to identify and meet employer expectations in terms of workplace presentation and conduct
- Increasing opportunities to access employment, education and training opportunities by being more job ready at conclusion of the project

Recipe for success

JSW staff work from a community development and client services framework. We focus on a strengths based perspective, working with clients to identify personal strengths in order to enhance their resilience building capacity within their wider environment. The overall aim is to support the individual as being their own "agency of change".

Strong collaborative practices, between JSW and the wider community, enables clients to access support prior to significant events occurring. This practice enables the client to be a part of the main decision making process regarding his/her future ensuring stable employment/ and education pathways to be achievable, sustainable and successful.

JSW has a strong track record of achieving outcomes. For some individuals simply attending on a day to day basis and establishing a positive, functional and work-type ready routine is a major achievement at an individual level. Our strong links into the community promote volunteering opportunities and cross pollination of information through excursions and guest presentations. The work experience requirements of our training programs exposes students to real life work environments. Many of our students articulate into further education and training. Whilst a large proportion of our students successfully gain employment.

Our focus is on the individual. Each student has their own individual pathway plan which is regularly reviewed to ensure that all parties are focused on the best outcome for that student.

Rent Proposal

JSW would like to propose to enter into a partnership with the Town of Narrogin from April – December 2016. This will allow JSW to successfully assess the demand for our services and enable us to potentially create new community based partnerships and programs based on community need.

JSW is not currently in a position to commit to a 3- 5 year lease agreement due to the nature of the funding of training and community programs.

JSW would be prepared to pay \$6,000 for the lease on the Railway Institute Hall from April – December 2016. This equates to \$750 per month.

We acknowledge that outgoings would be the responsibility of JSW and share this cost with the current tenants that share the facility, the Narrogin Tourist Centre.

We would be prepared to work with our community groups or businesses to share the space if this was an option.

Contact Details

Posy Barnes

Chief Executive Officer

JSW Training & Community Services

p: 08 9721 5033 m: 0404 823 644

a: 3-5 Bourke St, Bunbury WA 6230

w: www.jsw.org.au e: posy@jsw.org.au

7.52pm Mr Cook returned to Chambers

10.2.048 WESTERN AUSTRALIAN TREASURY CORPORATION (WATC) MASTER LENDING AGREEMENT

File Reference: 12.11.1
Disclosure of Interest: Nil
Applicant: Not Applicable
Previous Item Nos: Nil
Date: 20 April 2016.
Author: Colin Bastow, Director Corporate & Community Services

Attachments

- Master Lending Agreement

Summary

Council to consider authorising the signing of the attached Master Lending Agreement.

Background

The Western Australian Treasury Corporation (WATC) has changed its lending practices which has resulted in them only providing loan funding to those local governments that have agreed to the Master Lending Agreement.

The Town has budgeted for a new loan of \$450,000 in the 2015/16 Budget to fund the construction of new Council Chambers. Unfortunately, the Town will not be able to access WATC loan funding for this project, unless it agrees to the Master Lending Agreement.

WATC loans are usually provided at a lower interest rate than that offered by the banks.

Comment

The Town is not obligated to sign the WATC Master Lending Agreement. However, if the Town decides not to sign the agreement, then it will not be able to source any additional loan funding in the future, **from the WATC.**

The Shire of Narrogin has already agreed to the WATC's Master Lending Agreement which means these loans will be subject to this agreement even when the Town takes over responsibility for these loans.

All of the Town's outstanding loans have come from the WATC, with the most recent ones having terms and conditions that are similar to that of the Master Lending Agreement. Therefore the benefits of committing to the Master Lending Agreement is considered to outweigh any disadvantages.

Consultation

- Tamara Marsh - WATC

Statutory Environment

Nil.

Policy Implications

Nil.

Financial Implications

The Town may be required to pay higher interest rate on any future loans, if it is unable to source funding from the WATC.

Strategic Implications

Nil.

Voting Requirements

Simple Majority

COUNCIL RESOLUTION 0416.060 and Officer's Recommendation

Moved: Cr Ward

Seconded: Cr Russell

That Council:

1. accepts the WATC Master Lending Agreement as presented;
2. authorise the CEO and Mayor to sign the agreement; and
3. approve the use of the Corporate Seal.

CARRIED 8/0

Note: The Officer agreed to include words as suggested by Mr Seale in his submission to Public Question time in the first paragraph of the background section.

Commonly-used abbreviations:	
WATC	Western Australian Treasury Corporation
CEO	Chief Executive Officer

MASTER LENDING AGREEMENT

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION

AND

TOWN OF NARROGIN

DATED AS OF 1 May 2016

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This Agreement dated as of the 1 day of May 2016

BETWEEN

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

AND

TOWN OF NARROGIN (ABN 46 564 581 944) (*Borrower*)

WHEREAS:

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

The Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

Act means the Western Australian Treasury Corporation Act 1986.

Addendum means an addendum to this Agreement.

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

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

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

Annexure means an annexure to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Existing Facility Agreements means:

(a) Loan Agreements

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
125	\$220,000.00	3.3300% p.a.	31/05/13	31/05/18
126	\$281,386.00	3.8600% p.a.	31/05/13	31/05/23
127	\$177,243.00	4.4800% p.a.	26/06/13	26/06/28

(b) Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
124	\$280,000.00	5.9700% p.a.*	31/12/02	30/12/17
121B	\$750,000.00	5.6100% p.a.*	19/05/03	18/05/23

*guarantee fee incorporated into the interest rate.

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

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

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

First Schedule means the first schedule to this Agreement.

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

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

Increased Costs means those costs described in clause 19.

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

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

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

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

Mandatory Prepayment Notice means a notice referred to in clause 27 requiring the Borrower to repay to the Corporation the outstanding Advances specified in the notice, or terminating any specified Forward Lendings, on the Designated Date specified in the notice.

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

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

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

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

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

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

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

Prepayment means a Mandatory Prepayment or a Voluntary Prepayment.

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

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

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

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

PPSA Law means:

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

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

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

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

Second Schedule means the second schedule to this Agreement.

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

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

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

State means the State of Western Australia.

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

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

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

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

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

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;

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

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

1.4 If the Corporation reasonably forms the opinion that there has been a change in a market convention that is relevant to this Agreement, or to any Product or transaction under this Agreement, the Corporation shall notify the Borrower of such change and this Agreement and the affected transactions shall be amended as provided in the notice to the Borrower from the Corporation setting out those amendments required by the Corporation. Upon request by the Borrower, the Corporation will provide to the Borrower a copy of information on the new market convention from a recognised financial market body in the relevant market.

2. PRODUCTS:

2.1 The Corporation offers to:

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

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

2.2 The terms and conditions on which:

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

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

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

2.4 The Corporation may at its discretion from time to time remove Products or incorporate additional Products into this Agreement together with Annexures relevant thereto by giving written notice of such removal or addition to the Borrower. The removal of a Product will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

2.5 Subject to clause 18, the Corporation may on not

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

- 2.6 Subject to clause 2.7, and unless expressly provided otherwise, the terms and conditions contained in clauses 1 to 33 of this Agreement are applicable to all Products.
- 2.7 Where any term or condition of an Annexure in respect of a Product is inconsistent with any term or condition in clauses 1 to 33 of this Agreement, then the term or condition contained in the Annexure in respect of the Product shall prevail to the extent of the inconsistency.

3. TERMINATION OF FACILITY OR PART THEREOF:

- 3.1 The Facility commences on the date hereof and continues until the Termination Date. Subject to clause 3.3, any part of the Facility may be terminated at any time by either Party giving no less than 30 days' written notice to the other of the amount and/or type of Product or Products that are cancelled.
- 3.2 The Facility may be terminated:
- (a) (i) at any time by either Party providing at least 30 days' written notice to the other;
 - (ii) at any time by mutual agreement of the Parties;
 - (b) on the date specified in a notice served by the Corporation on the Borrower following an Other Event of Default in accordance with clause 26.2; and
 - (c) immediately, upon the occurrence of a Vires Event of Default, in accordance with clause 26.1,

and the date on which the Facility is terminated in

accordance with this clause 3.2 is the Termination Date.

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

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

4. FACILITY LIMIT

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

5. SECURITY, PPSA SECURITY INTEREST AND

5.1 The Borrower charges the Secured Property to the Corporation to secure the payment of the Secured Money to the Corporation.

ATTACHMENT:

- 5.2 The Charge is a PPSA Security Interest.
- 5.3 The Borrower acknowledges and agrees:
- (a) the Corporation has given value for the PPSA Security Interest in the Secured Property by its provisions under this Facility or the Existing Facility Agreements or by providing or continuing to make available any financial accommodation under or in connection with this Facility or the Existing Facility Agreements;
 - (b) nothing in this Agreement or in any of the Existing Facility Agreements constitutes an agreement that a security interest under this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA;
 - (c) it has not made any agreement with a secured party to vary the time of attachment of a PPSA Security Interest; and
 - (d) for the purposes of sub section 20(2) of the PPSA, the Charge covers the present and future interests and rights of the Borrower in the Borrower's General Funds.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

- 6.1 The Borrower represents and warrants that:
- (a) it is a local government constituted under the Local Government Act;
 - (b) it has in full force and effect all approvals, authorisations and consents necessary to enter validly into this Agreement, to borrow and to fulfil its obligations in relation to each Advance provided hereunder and to give the Charge;
 - (c) this Agreement has been validly executed by the Borrower;
 - (d) the Borrower has complied with all requirements under the Local Government

Act and Regulations under the Local Government Act in respect of this Agreement, and that all Advances have been approved by the Borrower in its annual budget or satisfy the provisions of Section 6.20(2) of the Local Government Act;

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

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

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

7. APPLICATIONS FOR ADVANCES

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

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

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

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

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

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

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

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

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

Voluntary Prepayment, or such later time or date as the Corporation may agree.

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

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

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

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

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

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

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

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

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

Prepayment is made.

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

**17. GOVERNMENT
GUARANTEE:**

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

18. FEES:

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

of any new Fee or the amendment of an existing Fee, and shall specify in any such notice the amount or method of calculation of the Fee and the manner in which the Fee will be charged.

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

19. INCREASED COSTS:

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

20. METHOD OF PAYMENT:

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

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

21. TIME OF PAYMENT:

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

relevant due date.

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

- (c) if in the reasonable opinion of the Corporation, it is likely that a Vires Event of Default will occur because of a proposed change in law, regulation or official directive, and the Corporation notifies the Borrower that upon the occurrence of the change in law, regulation or official directive, the Facility is terminated on the Termination Date specified in the notice and all outstanding Advances are due and payable, and all Forward Lendings are terminated, on the Designated Date specified in the notice;
- (d) a receiver is appointed in respect of any of the income of the Borrower
- (e) the Borrower fails to make payment of any amount payable to the Corporation, whether under this Agreement or under any other arrangement with the Corporation, when due and the failure continues for more than 15 Business Days. The Corporation will use reasonable endeavours to notify the chief executive officer of the Borrower of the failure not less than 10 Business Days before exercising the Corporation's rights arising under this Agreement as a consequence of such failure;
- (f) the Borrower is in breach of any other material term of this Agreement (including a term or condition included in the Agreement pursuant to clause 26.2(c)), and if the breach is capable of remedy, if it is not remedied within 20 Business Days of the Borrower becoming aware of the breach;
- (g) the Borrower fails to pay any other indebtedness of the Borrower for moneys borrowed or raised when due in an amount which the Corporation reasonably considers to be material in the context of the indebtedness of the Borrower to the Corporation under this Agreement unless liability to pay that other indebtedness is being contested by the Borrower in good faith and with due diligence;
- (h) any power, authorisation, approval or consent required by the Borrower for the purposes of borrowing or fulfilling its obligations under this Agreement is withdrawn or ceases to be current

or valid or is found to be defective or inadequate by the Corporation; and

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

26. EFFECT OF DEFAULT:

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

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

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

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

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

- (ii) any or all Forward Lending commitments to remain in force; and
- (iii) the Borrower to continue to borrow under any or all Products,

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

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

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

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

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

**27. MANDATORY
PREPAYMENT
PROCEDURE:**

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

27.2 Mandatory Prepayment of Advances and

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

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

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

**28. PERSONAL
PROPERTY
SECURITIES ACT
2009**

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

(a) apply for and effect (in any manner the Corporation considers necessary or appropriate) any registration of a financing statement on the PPSA Register in connection with any PPSA Security Interest created or expressed to be created under this Agreement;

(b) complete any document associated with this Agreement, including any financing statement or financing change statement; and

(c) recover from the Borrower, at the Corporation's absolute discretion, any costs incurred by the Corporation in relation to the abovementioned matters.

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

(b) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind described in section 275(1) of the PPSA confidential and not to

disclose any such information to any other person except where such disclosure is otherwise permitted or authorised under this Agreement or an Existing Facility Agreement.

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

**29. VARIATION OF
ADVANCES OR
FORWARD
LENDINGS:**

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

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

30. NOTICES:

- 30.1 Subject to paragraph 30.3, all requests, notices and other communications required to be given, made or sent to the Corporation by the Borrower under this Agreement are to be in writing and addressed to " Head of Client Debt Finance and Investments" of the Corporation or to such other officer of the Corporation as the Corporation nominates to the Borrower from time to time. The Borrower may also send requests, notices and other communication via a digital platform as nominated by the Corporation at its sole discretion.
- 30.2 All requests, notices, and other communications

required to be given, made, or sent to the Borrower by the Corporation under this Agreement are to be in writing and addressed to the officer of the Borrower designated for such purposes, or such other officer of the Borrower as the Borrower nominates to the Corporation from time to time, and in the absence of a designation or nomination shall be addressed to the chief executive officer of the Borrower. The Corporation may however at its discretion elect to send such notices and other communications to the Borrower via a digital platform.

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

The Borrower:

- (a) must ensure that each email notice is either signed by means of an electronically produced signature of an Authorised Signatory or states that it is being sent by a named Authorised Signatory of the Borrower, and the Borrower shall give prior written advice to the Corporation as to which of these alternative procedures it wishes to use from time to time;
- (b) in any legal proceedings in respect of or in any way relating to this Agreement, expressly waives any right to raise any claim, defence or waiver of liability based upon the signing, or purported signing, of an email notice by means of an electronically produced signature of an Authorised Signatory or purporting to be sent by an Authorised Signatory as the case may be; and

- (c) must send all email notices to the specified email address of the Corporation notified by the Corporation to the Borrower from time to time. Email notices will only be taken to have been received by the Corporation when actually received.

30.4 The Corporation may at any time give written notice to the Borrower that it will no longer accept email notices, either generally, or on the conditions set out above or for any specified purpose. The Corporation may at any time withdraw any such notice or give written notice to the Borrower of alternative conditions on which it is then willing to accept email notices.

31. OTHER TERMS:

31.1 The Borrower shall provide to the Corporation:

- (a) a copy of the resolution authorising:-

- (i) the execution of this Agreement under the Common Seal of the Borrower; and

- (ii) the Chief Executive Officer, an agent of the Borrower or any one of the Senior employees of the Borrower who are authorised by the Chief Executive Officer from time to time to sign schedule documents and instructions under this Agreement on behalf of the Borrower.

- (b) Upon request by the Corporation copies of the resolutions passed by the Borrower authorising the borrowings under this Agreement from time to time; and

- (c) a list of names, position titles and sample signatures of the Authorised Signatories as advised by the Chief Executive Officer from time to time.

31.2 The Borrower agrees to provide to the Corporation such additional information as the Corporation may require from time to time to enable it to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, and acknowledges that where legally obliged to do so, the Corporation will disclose the information

provided to relevant regulatory and law enforcement agencies.

31.3 The Corporation will use all reasonable endeavours to meet the borrowing and prepayment requirements of the Borrower under this Agreement. The Borrower acknowledges that this Facility does not create an obligation for the Corporation to lend under it.

31.4 The Facility is made available and will be maintained subject to compliance with relevant laws and subject to the Borrower obtaining all authorisations, approvals and consents necessary for it to enter into this Agreement and accept the Facility and to fulfil its obligations hereunder, including obligations incurred in respect of Advances provided from time to time.

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

(a) the Charge has first priority over the Secured Property for the full amount of the Secured Moneys for the purposes of section 6.24 of the Local Government Act and section 61 of the PPSA and the other creditor has second priority over the Secured Property only after the full amount of the Secured Money has been received by the Corporation; and

(b) the priority in clause 31.5(a) applies despite any provision of the PPSA and despite the respective times of registration of the financing statements in respect of this Agreement and the other creditor's PPSA

Security Interest under that Act.

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

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

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

**32. GOVERNING
LAW AND
JURISDICTION:**

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

33. SURVIVAL:

Except to the extent provided otherwise herein, the respective rights and obligations of the Parties in respect of Advances, Forward Lendings and obligations that continue following termination of the Facility under

clause 3.2(a) or clause 26.2 and all Outstanding Payments shall survive termination of the Facility, and the terms and conditions of this Agreement continue to apply as if the Facility remained on foot.

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

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

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

THE COMMON SEAL of)
TOWN OF NARROGIN)
was hereunto affixed)
in the presence of:)

Chief Executive Officer

Mayor

Name Print

Name Print

FIRST SCHEDULE

As at 1 May 2016, the Corporation makes the following Products available to the Borrower:

1. Short Term Lending
2. Term Fixed Rate Lending

SECOND SCHEDULE

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

ANNEXURE 1

SHORT TERM LENDING

As at 1 May 2016, provisions specifically referable to Short Term Lending under this Agreement are as follows:

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

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

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

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

<p>DRAWDOWN NOTICES:</p>	<ol style="list-style-type: none"> 1. Advances under this Facility will be made by the Corporation to the Borrower substantially in the form of the "Form of Request for an Advance ("Drawdown Notice") attached to this Annexure. 2. Subject to the terms and conditions of this Facility, Advances will be made on dates specified in a Drawdown Notice given by the Borrower to the Corporation and signed by an Authorised Signatory. If a date specified in a Drawdown Notice is not a Business Day, the Advance will be made on the next following Business Day unless another arrangement is agreed to by the Corporation in its discretion. 3. Once given, a Drawdown Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation. <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Drawdown Notice whether it has consented to the withdrawal if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
<p>REDRAWING:</p>	<p>Subject to the terms of the Agreement, amounts repaid or voluntarily prepaid under Facilities governed by this Annexure may be redrawn by the giving of an appropriate Drawdown Notice.</p>
<p>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:</p>	<p>The representations and warranties contained in the Agreement are deemed to be repeated each time a Drawdown Notice is submitted to the Corporation;</p> <ol style="list-style-type: none"> (a) an Advance provided under a Drawdown Notice will not result in the Facility being exceeded as at the date the Drawdown Notice is given or at any time up to the Maturity Date of the proposed Advance, after allowing for any reduction in the Facility Limit of which notice has been given prior to receipt of the Drawdown Notice by the Corporation; and (b) Drawdown Notices and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose shall be valid and binding on the

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

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

FORM OF REQUEST FOR A SHORT TERM LENDING ADVANCE
(DRAWDOWN NOTICE) ⁽¹⁾⁽²⁾ (Effective as at 1 May 2016)

MASTER LENDING FACILITY FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
TOWN OF NARROGIN

TO: HEAD OF CLIENT DEBT FINANCE AND INVESTMENTS
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Town of Narrogin requests the following Short Term Lending Advance:

Date of Advance:⁽²⁾ _____

Amount: _____

Maturity Date:⁽³⁾ (specify) _____

Account:⁽⁴⁾ _____

Any other details: _____

For and on behalf of Town of Narrogin:

Authorised Signatory

Date

Note:

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

ANNEXURE 2
TERM FIXED RATE LENDING

As at 1 May 2016, provisions specifically referable to Term Fixed Rate Lending under this Facility are as follows:

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

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

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

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

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

THIRD SCHEDULE

MASTER LENDING AGREEMENT FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
TOWN OF NARROGIN

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

TO: HEAD OF CLIENT DEBT FINANCE AND INVESTMENTS
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Town of Narrogin gives notice of the following prepayment of a Loan under this Agreement:

Date of Prepayment:(2) _____

Loan Number _____

Amount: (3) _____

(debt face value / market value)
(circle the alternative which applies)

For and on behalf of Town of Narrogin:

Authorised Signatory

Date

Note:

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

FOURTH SCHEDULE

Form of acceptance of the firm rate quote

Summary of Terms of Loan and Repayment Schedule

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

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

Note:

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

CERTIFICATION FOR ACCEPTANCE OF FIRM RATE QUOTE

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

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

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

Accepted for and on behalf of Town of Narrogin on this _____ day of _____ 20_____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Town of Narrogin		

FIFTH SCHEDULE

MASTER LENDING AGREEMENT BETWEEN
WESTERN AUSTRALIAN TREASURY CORPORATION AND
TOWN OF NARROGIN

SHORT TERM LENDING ADDENDUM NO: []

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

PURPOSE OF BORROWING: []

PROJECT FACILITY LIMIT: []

TERMINATION DATE [DD /MM/ YYYY].

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

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

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

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

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

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

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

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

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

Accepted for and on behalf of Town of Narrogin on this _____ day of _____ 20____

Signature of the Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Town of Narrogin		

10.2.049 REQUEST FOR DONATION NARROGIN PRIMARY SCHOOL P&C

File Reference: 2.10.1
Disclosure of Interest: Nil
Applicant: Narrogin Primary School P&C
Previous Item Nos: Nil
Date: 21 April 2016
Author: Mr Aaron Cook - Chief Executive Officer

Attachments

- Letter from the Narrogin Primary School P&C

Summary

It is presented for Council to consider the request for donation towards the P&C fundraising Quiz Night.

Background

Previously Council have supported similar type events, however, it has been a considerable period of time since a direct request such as this has been presented to Council.

Comment

It is proposed to consider the request from the Narrogin Primary School P&C with a cash contribution of \$270.00 to assist in the payment of the hire of the John Higgins Centre and a small pack of Town of Narrogin memorabilia that could be auctioned.

If accepted the Narrogin Primary School P&C will be advised in writing and requested to invoice the town for \$270.00 and the pack of memorabilia will be provided prior to the event if accepted.

Consultation

Nil

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

There are funds within the budgeted donation account to cover the proposed resolution.

Strategic Implications

Nil

Voting Requirements

Simple Majority

COUNCIL RESOLUTION 0416.061 AND OFFICER'S RECOMMENDATION

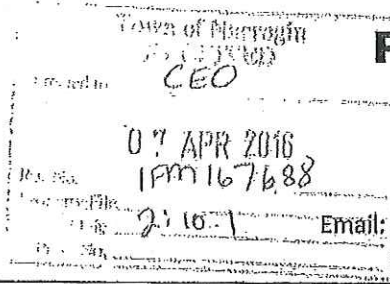
Moved: Cr Paternoster

Seconded: Cr Ward

That Council:

Approve the Narrogin Primary School P&C request for donation to a fundraising quiz night through a contribution of \$270 to pay for half of the hire of the John Higgins Centre and provide a small pack of Town of Narrogin Memorabilia to be auctioned if accepted.

CARRIED 8/0



The Shire President
Town of Narrogin
PO Box 188
NARROGIN WA 6312

Dear Sir

NARROGIN PRIMARY SCHOOL – P & C QUIZZ NIGHT

Narrogin Primary School P & C will be holding a quizz night on Friday 13 May 2016 and we hope that you will assist us in making this a successful night by donating an item or service which could be used as a prize.

The Narrogin Primary School P & C works has volunteers who work tirelessly to improve our school. This year we have a number of projects that we would like to complete, including upgrading existing outdoor facilities and creating an adventure playground.

It is hoped that these will assist our children, especially those who do not get opportunities at home to enjoy these types of experiences.

The P & C holds the quizz night every alternate year as its major fundraising event. If you are able to assist us, we will provide advertising for your business. By way of recognition to the school as a whole, a list of sponsors being provided to each participant of the quizz night as well as general advertising. We encourage all of our school members to support our sponsors as they have supported us.

Our records show that you have previously donated prizes and we would really appreciate it if you were able, again, to assist us:

Please advise us if you are able to assist by emailing us at lbh@lbh.net.au.

We thank you in anticipation for your assistance.

NARROGIN PRIMARY SCHOOL P & C COMMITTEE

11. ELECTED MEMBER'S MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

Nil

13. CLOSURE OF MEETING

8.01 pm – Mayor Ballard declared the meeting closed.