



SHIRE OF  
MT MARSHALL

Received

04 APR 2018

File No F1116

Officer CEO-email

Copy PRES-email

## Minister for Transport; Planning; Lands

Our ref: 72-09150

Cr Tony Sachse  
President  
Shire of Mt Marshall  
PO Box 20  
BENCUBBIN WA 6477

Dear Cr Sachse

### REGIONAL AIRPORTS DEVELOPMENT SCHEME: SUBMISSION FOR 2017-19 FUNDS

I am pleased to advise that the Shire of Mt Marshall has been allocated up to \$238,400 (ex GST) for airstrip widening, fencing and lighting at Beacon Airport under the 2017-19 Regional Airports Development Scheme (RADS) second funding round.

Should you wish to accept the amount offered, a funding deed outlining the terms and conditions of the grant will need to be signed by the Shire and the Department of Transport (DoT). Once the funding deed has been signed by both parties, works as stipulated in the deed can proceed.

Please note that payment of the grant will be made following acceptance by DoT that the completed works are consistent with the terms and conditions outlined in the funding deed.

It is a condition of the grant that the Shire undertake the works to allow completion of the project by 13 May 2019 as payment is scheduled for the 2018-19 financial year. In addition, you are required to seek approval from DoT for all press releases and public announcements relating to the award and use of the grant.

Please respond in writing within two weeks of receipt of this letter to the DoT RADS team at GPO Box C102, Perth WA 6839, or email [rads@transport.wa.gov.au](mailto:rads@transport.wa.gov.au) to accept this grant and progress the execution of the funding agreement.

I look forward to the successful completion of your project.

Yours sincerely

HON RITA SAFFIOTI MLA  
MINISTER FOR TRANSPORT

28 MAR 2018

Attachment 12.1.9a



## Australian Government

### Department of Infrastructure, Regional Development and Cities

Shire of Mt.Marshall  
 Attention: Mr John Nuttall  
 PO Box 20  
 BENCUBBIN WA 6477

Dear Mr Nuttall

**Re: Remote Airstrip Upgrade – Funding Approval**

I am pleased to advise that the application for funding to upgrade the Beacon aerodrome under Round Five of the Australian Government's *Regional Aviation Access Programme (RAAP) – Remote Airstrip Upgrade (RAU) Funding Component* has been successful.

The Minister for Infrastructure and Transport, the Hon Michael McCormack MP, has approved funding up to a maximum of \$157,000 (GST exclusive with no GST payable) for upgrade works at the Beacon aerodrome.

The provision of funding is subject to the following conditions:

1. Your organisation's acceptance of the offer of funding;
2. A funding agreement being executed between your organisation and the Australian Government within one month of the date of this letter;
3. Funding received under the Programme is held in an account under your organisation's name with an authorised deposit taking institution, with all receipts and expenditure on project activities to be separately identified and audited; and
4. Confirmation of funding from third party contributions to the project, where applicable.

Please note the Minister's approval of funding is for the 2017-18 to 2018-19 financial years. Works on the project need to be undertaken and completed and expenditure acquitted by the completion date in the funding agreement and by no later than 30 June 2019. The Minister has absolute discretion to withdraw funding if the project is not completed prior to the end of the 2018-19 financial year.

Your written response to this offer, and execution of a funding agreement, is required within one month of the date of this letter either via return mail, facsimile to 02 6274 6749 or email to [RAAP@infrastructure.gov.au](mailto:RAAP@infrastructure.gov.au).

Should you accept this offer, a Departmental officer will contact you regarding the final agreed budget, project timing, milestones, payments and reporting requirements.

If you have any questions about the conditions of approval or any other matters please contact the Remote Aviation Programmes Section on 1300 768 578 or email [RAAP@infrastructure.gov.au](mailto:RAAP@infrastructure.gov.au)

I look forward to the successful completion of your project.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Rush'.

Michael Rush  
Director  
Remote Aviation Programmes  
3 April 2018



Australian Government

Department of Infrastructure, Regional Development and Cities

#### **DEED OF AGREEMENT**

FUNDING AGREEMENT IN RELATION TO FUNDING FOR THE UPGRADE OF  
THE **BEACON AERODROME** UNDER THE REGIONAL AVIATION ACCESS  
PROGRAMME – REMOTE AIRSTRIP UPGRADE FUNDING COMPONENT

The Commonwealth of Australia as represented by the Department of Infrastructure,  
Regional Development and Cities  
ABN 86 267 354 017

Shire of Mt Marshall  
ABN 44 012 430 676

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## **FUNDING AGREEMENT (LONG FORM)**

### **FUNDING AGREEMENT IN RELATION TO FUNDING FOR THE UPGRADE OF THE BEACON AERODROME UNDER THE REGIONAL AVIATION ACCESS PROGRAMME – REMOTE AIRSTRIP UPGRADE FUNDING COMPONENT**

#### **Parties**

This Funding Agreement is made between and binds the following parties:

1. **The Commonwealth of Australia** as represented by the Department of Infrastructure, Regional Development and Cities  
ABN 86 267 354 017, 111 Alinga Street, Canberra, Australian Capital Territory  
(**Commonwealth**)
2. **Shire of Mt Marshall**  
ABN 44 012 430 676, 80 Monger Street, Bencubbin, Western Australia  
(**Recipient**)

#### **Context**

- A. The Commonwealth is undertaking the Regional Aviation Access Programme – Remote Airstrip Upgrade Funding Component to enhance the safety and accessibility of aerodromes in remote locations across Australia and facilitate improved delivery of essential goods and services.
- B. The Recipient submitted an application to obtain funding under the Program to conduct the Activity. The Activity will help achieve the objectives of the Program.
- C. The Commonwealth has agreed to provide Funding to the Recipient to support the carrying out of the Activity.
- D. The Recipient agrees to accept the Funding for the purposes, and subject to the terms and conditions, set out in this Agreement.

#### **Operative provisions**

In consideration of the mutual promises contained in this Agreement, the parties to this Funding Agreement agree as follows:

#### **1. Interpretation**

##### **1.1. Definitions**

1.1.1. In this Agreement, unless the context indicates otherwise:

- |                          |  |
|--------------------------|--|
| <b>Activity</b>          | means the activity described in Item A and includes the provision to the Commonwealth of the Activity Material;                    |
| <b>Activity Material</b> | means any Material: <ol style="list-style-type: none"><li>a. created by the Recipient for the purpose of this Agreement;</li></ol> |



	<ul style="list-style-type: none"> <li>b. provided or required to be provided to the Commonwealth under the Agreement; or</li> <li>c. derived at any time from the Material referred to in paragraphs a or b,</li> </ul> <p>and includes</p> <ul style="list-style-type: none"> <li>d. any Existing Material incorporated in the Material referred to in paragraphs b or c; and</li> <li>e. any Reports;</li> </ul>
<b>Activity Objectives</b>	means the objectives of the Activity described in Item A;
<b>Activity Period</b>	means the period specified in Item A during which the Activity must be completed;
<b>Agreement</b>	means this document and includes any Schedules and Annexures;
<b>Annexure</b>	means any annexure to Schedule 1;
<b>Approved Auditor</b>	<p>means a person who is:</p> <ul style="list-style-type: none"> <li>a. registered as a company auditor under the <i>Corporations Act 2001</i> (Cth) or an appropriately qualified member of the Institute of Chartered Accountants in Australia or of CPA Australia;</li> <li>b. not a principal, member, shareholder, officer, agent, subcontractor, employee or related entity of the Recipient or of a related body corporate (the terms 'related entity' and 'related body corporate' have the same meaning as in section 9 of the <i>Corporations Act 2001</i> (Cth)); and</li> <li>c. not the Recipient's Qualified Accountant;</li> </ul>
<b>Asset</b>	means any item of property, purchased, leased, hired, financed, created or otherwise brought into existence either wholly or in part with use of the Funding, which has a value of over \$5,000 exclusive of GST, but excludes any Intellectual Property Rights;
<b>Auditor-General</b>	means the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other entity that may, from time to time, perform the functions of that office;
<b>Australian Accounting Standards</b>	refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth);
<b>Australian Auditing Standards</b>	refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of

	the <i>Australian Securities and Investments Commission Act 2001</i> (Cth);
<b>Australian Privacy Principle</b>	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth).
<b>Budget</b>	means the budget set out in Item C;
<b>Business Day (in a place)</b>	means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified in Item M;
<b>Commonwealth</b>	where the context permits, includes officers, delegates, employees and agents and successors of the Department of Infrastructure, Regional Development and Cities;
<b>Commonwealth Material</b>	means any Material: <ol style="list-style-type: none"> <li>provided by the Commonwealth to the Recipient for the purposes of this Agreement; or</li> <li>derived at any time from the Material referred to in paragraph a;</li> </ol>
<b>Completion Date</b>	means the day after the Recipient has done all that it is required to do under clauses 2 and 6 of this Agreement to the satisfaction of the Commonwealth;
<b>Confidential Information</b>	means: <ol style="list-style-type: none"> <li>the information described in Item N; and</li> <li>information that the parties agree in writing after the Date of this Agreement is confidential information for the purposes of this Agreement;</li> </ol>
<b>Date of this Agreement</b>	means the date written on the execution page of this Agreement, or if no date or more than one date is written there, then the date on which the Agreement is signed by the last party to do so;
<b>Depreciated</b>	means the amount representing the reduction in value of an Asset calculated in accordance with Australian Accounting Standards;
<b>Director</b>	means any of the following: <ol style="list-style-type: none"> <li>a person appointed to the position of a director or alternate director and acting in that capacity for a body corporate within the meaning of the <i>Corporations Act 2001</i> (Cth) regardless of the name given to their position;</li> <li>a member of the governing committee of an Aboriginal and Torres Strait Islander corporation</li> </ol>

under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

- c. a member of the committee of an organisation incorporated pursuant to State or Territory laws relating to the incorporation of associations; or
- d. a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate;

**Dispose** means to sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts and 'Disposal' means the method of so disposing;

**Existing Material** means all Material in existence prior to the Date of this Agreement:

- a. incorporated in;
  - b. supplied with, or as part of; or
  - c. required to be supplied with, or as part of,
- the Activity Material;

**Financial Year** means each period from 1 July to the following 30 June occurring during the Term, or any part of such a period occurring at the beginning or end of the Term;

**Funding** means:

- a. the amount or amounts (in cash or kind) payable by the Commonwealth under this Agreement as specified in Item B, and
- b. any interest earned on the Funding once paid by the Commonwealth to the Recipient;

**GST** has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Information Officer** means any of the information officers appointed under the *Australian Information Commissioner Act 2010* (Cth) when performing privacy functions as defined in that Act;

**Intellectual Property** includes:

- a. all copyright (including rights in relation to phonograms and broadcasts);
- b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and

	<ul style="list-style-type: none"> <li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;</li> </ul> <p>but does not include:</p> <ul style="list-style-type: none"> <li>d. Moral Rights;</li> <li>e. the non-proprietary rights of performers; or</li> <li>f. rights in relation to confidential information;</li> </ul>
<b>Material</b>	means any thing in relation to which Intellectual Property rights arise;
<b>Milestone</b>	means a milestone or stage of completion of the Activity as set out in Item A;
<b>Moral Rights</b>	<p>includes the following rights of an author of copyright Material:</p> <ul style="list-style-type: none"> <li>a. the right of attribution of authorship;</li> <li>b. the right of integrity of authorship; and</li> <li>c. the right not to have authorship falsely attributed;</li> </ul>
<b>Open Access Licence</b>	<p>means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Australian Government open access licence and any Creative Commons Attribution licence (see <a href="http://creativecommons.org.au/learn-more/licences/">http://creativecommons.org.au/learn-more/licences/</a>);</p>
<b>Other Contributions</b>	means financial or in-kind resources (with in-kind resources valued at cost) other than the Funding or the Recipient Contributions, which are specified in Item D and are to be used by the Recipient to perform the Activity;
<b>Personnel</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a. in relation to the Recipient - any natural person who is an officer, employee, agent, or professional advisor of the Recipient or its subcontractors; and</li> <li>b. in relation to the Commonwealth - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of the Commonwealth;</li> </ul>
<b>Privacy Act</b>	refers to the <i>Privacy Act 1988</i> (Cth);
<b>Program</b>	means the Regional Aviation Access Programme – Remote Airstrip Upgrade Funding Component under which the Commonwealth is able to provide the Funding to the Recipient;

<b>Program Guidelines</b>	refers to the guidelines for the Program, if any, as described in Item A;
<b>Program Objectives</b>	means the objectives of the Program, as set out in the Program Guidelines or otherwise in Item A;
<b>Qualified Accountant</b>	means a person who is a member of the Institute of Chartered Accountants in Australia or of CPA Australia;
<b>Recipient</b>	includes, where the context permits, the officers, employees, agents, volunteers and subcontractors, and successors of the Recipient;
<b>Recipient Contributions</b>	means the financial or in-kind resources (with in-kind resources valued at cost, other than the Funding or Other Contributions, which are specified in Item D and are to be used by the Recipient to perform the Activity;
<b>Records</b>	includes documents, information and data stored by any means and all copies and extracts of the same;
<b>Report</b>	means Activity Material that is provided to the Commonwealth for reporting purposes as stipulated in Item E;
<b>Schedule</b>	means the schedule to this Agreement and may include Annexures and incorporate other documents by reference;
<b>Specified Personnel</b>	NOT USED
<b>Term</b>	refers to the period described in clause 1.4;
<b>Third Party Interest</b>	means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the Recipient in connection with the Agreement, including any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest; and
<b>Undepreciated</b>	in relation to the value of an Asset, means the value of the Asset which has not been Depreciated.

## 1.2. Interpretation

1.2.1. In this Agreement, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;

- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. the use of the word “includes” or “including” in relation to a right or obligation of a party, does not limit or restrict the scope of that right or obligation;
- i. a reference to a clause is a reference to a clause in this Agreement;
- j. a reference to an Item is a reference to an Item in the Schedule;
- k. the Schedule and any attachments form part of the Agreement;
- l. if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail; and
- m. if any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails.

**1.3. Guidance on construction of Agreement**

- 1.3.1. This Agreement records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. As far as possible all provisions of this Agreement will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If any clause in this Agreement is void or otherwise unenforceable then that clause will be severed to the extent it is void and unenforceable and the rest of the Agreement remains in force.
- 1.3.4. A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed or prepared that provision.

**1.4. Duration of Term**

- 1.4.1. The Term of this Agreement commences on the Date of the Agreement and, unless terminated earlier, it expires on the Completion Date.

**2. Activity**

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**2.1. Conduct of Activity**

- 2.1.1. The Recipient agrees to carry out the Activity:

- a. to achieve the Activity Objectives;
- b. to assist the Program to meet the Program Objectives;
- c. to meet the Milestones;
- d. within the Activity Period;
- e. in an efficient, effective, economical and ethical manner;
- f. in accordance with this Agreement; and
- g. diligently and to a high standard.

2.1.2. Where the Commonwealth is satisfied that the Recipient does not have the capacity to adequately:

- a. manage the Funding; or
- b. undertake the Activity in accordance with this Agreement,  
the Commonwealth may by written notice immediately:
- c. suspend, reduce or cease the release of Funding to the Recipient; and/or
- d. require the Recipient to refund some or all of the Funding to the Commonwealth; or
- e. terminate the Agreement in accordance with the provisions of clause 15.2.

## 2.2. **Liaison and monitoring**

2.2.1. The Recipient agrees to:

- a. liaise with and provide information to the Commonwealth as reasonably notified by the Commonwealth; and
- b. comply with all of the Commonwealth's reasonable requests, directions or monitoring requirements.

2.2.2. In relation to conducting a review and final evaluation of the Program, the Recipient agrees to:

- a. provide all reasonable assistance required by the Commonwealth;
- b. respond to all of the Commonwealth's reasonable requests; and
- c. provide any information the Commonwealth reasonably requires.

2.2.3. Each of the parties may nominate, from time to time, a person who has authority to receive and sign notices and written communications for each of them under this Agreement and accept any request or direction in relation to the Activity.

2.3. **NOT USED**

2.4. **NOT USED**

2.5. **Responsibility of the Recipient**

2.5.1. The Recipient is fully responsible for the performance of the Activity and for ensuring compliance with the requirements of this Agreement, and will not be relieved of that responsibility because of any:

- a. involvement by the Commonwealth in the performance of the Activity;
- b. subcontracting of the Activity;
- c. acceptance by the Commonwealth of Specified Personnel; or
- d. payment of any amount of Funding to the Recipient.

2.6. **Reports**

2.6.1. The Recipient agrees to provide to the Commonwealth written Reports in the manner specified in Item E.

**3. Funding**

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3.1. **Payment of Funding**

3.1.1. Subject to sufficient funds being available, and compliance by the Recipient with this Agreement, the Commonwealth agrees to provide the Recipient with the Funding at the times and in the manner specified in Item B.

3.1.2. The Commonwealth is not responsible for the provision of additional money to meet any expenditure in excess of the Funding.

3.2. **Commonwealth's right to suspend payment or reduce the amount of Funding**

3.2.1. Without limiting the Commonwealth's rights, the Commonwealth may suspend any payment in whole or in part until the Recipient has performed its obligations under this Agreement.

3.2.2. The Commonwealth may reduce the amount of Funding payable under this Agreement where the Recipient receives or is entitled to receive any other funding from the Commonwealth of Australia or a State, Territory or local government in relation to the Activity or a similar activity. The Recipient agrees to inform the Commonwealth in writing within 20 Business Days of entering into any arrangement (whether contractual or statutory) under which the Recipient is entitled to receive such funding.

3.2.3. The Commonwealth may reduce the amount of Funding payable under this Agreement where the Recipient:



- a. owes money to the Commonwealth, or
  - b. has money that the Recipient should have, but has not yet, acquitted
- under any arrangement with the Commonwealth (whether contractual, statutory or otherwise).
- 3.2.4. Notwithstanding such suspension of any payments or reduction in the amount of the Funding, the Recipient agrees to continue to perform any obligations under this Agreement.

#### **4. Taxes, duties and government charges**

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- 4.1.1. Except as provided by clause 4, the Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 4.1.2. Unless otherwise indicated, any Funding and all other consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.
- 4.1.3. If one party (the supplier) makes a taxable supply to the other party (the taxable supply recipient) under this Agreement, on receipt of a tax invoice from the supplier, the taxable supply recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 4.1.4. No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

#### **5. Debt and Interest**

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- 5.1.1. In this clause 5, '**Interest**' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis.
- 5.1.2. The Recipient agrees, upon request of the Commonwealth, to pay any amount owed or payable to the Commonwealth or which the Commonwealth is entitled to recover from the Recipient under this Agreement, including if demanded by the Commonwealth any Interest, as a debt due by the Recipient without further proof of the debt by the Commonwealth being necessary. Such payment is without prejudice to any other rights available to the Commonwealth under the Agreement, under statute, at law or in equity.
- 5.1.3. If the Commonwealth notifies the Recipient that an amount is to be refunded or otherwise paid to the Commonwealth and the amount is not refunded or paid within 20 Business Days, or as otherwise notified by the Commonwealth, the Recipient agrees to pay Interest,

unless the Commonwealth notifies the Recipient otherwise, on the amount outstanding after the expiry of the date it was due, until the amount is paid in full.

- 5.1.4. In respect to any obligation the Recipient may have under this Agreement to pay the Commonwealth any Interest, the Recipient agrees that the Interest represents a reasonable pre-estimate of the loss incurred by the Commonwealth.

## **6. Management of Funding**

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### **6.1. Use of Funding**

- 6.1.1. The Recipient agrees to spend the Funding only for the Activity in accordance with this Agreement.

### **6.2. Budget**

- 6.2.1. The Recipient agrees to only spend the Funding for the Activity and in accordance with the Budget.
- 6.2.2. NOT USED.
- 6.2.3. The Recipient agrees to obtain prior written approval from the Commonwealth for any transfer of Funding between categories of expenditure items within the Budget which exceed a percentage of the total Budget as specified in Item C.
- 6.2.4. NOT USED.

### **6.3. Account and financial records**

- 6.3.1. The Recipient agrees to ensure that the Funding is held in an account in the Recipient's name and which the Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia and that is an account that complies with any other requirements specified in Item B in the Schedule.
- 6.3.2. NOT USED.
- 6.3.3. The Recipient must, in relation to the account referred to in clause 6.3.1:
- a. notify the Commonwealth, prior to the receipt of any Funding, of details sufficient to identify the account;
  - b. on notification from the Commonwealth, provide the Commonwealth and the authorised deposit-taking institution with a written authority for the Commonwealth to obtain any details relating to any use of the account;
  - c. if the account changes, notify the Commonwealth within 10 Business Days of the change occurring and provide the Commonwealth with details of the new account; and

- d. unless the Recipient is a sole director company or an individual, ensure that as a minimum, two signatories are required to operate the account.

6.3.4. The Recipient agrees to:

- a. keep financial accounts and records relating to the Funding and the Activity that identify:
  - i. all receipts and payments related to the Activity; and
  - ii. all interest earned on the Funding;
- b. unless otherwise notified by the Commonwealth, prepare financial statements for the Activity in accordance with Australian Accounting Standards including:
  - i. NOT USED
  - ii. NOT USED
- c. arrange for the audit of those accounts and records in accordance with Australian Auditing Standards.

6.4. **Use as security**

- 6.4.1. Except with the prior written approval of the Commonwealth, the Recipient agrees not to use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of, any litigation:
  - a. the Funding;
  - b. this Agreement or any of the Commonwealth's obligations under the Agreement; or
  - c. any Assets or Intellectual Property Rights in Activity Material.

6.5. **Refunds of unexpended and misspent Funds**

- 6.5.1. If at any time during the term of this Agreement (including on the Completion Date):
  - a. there remains an amount of Funding that has not been spent or legally committed for expenditure in accordance with the Agreement and the period in which that Funding was expected to be spent or legally committed has passed; or
  - b. an amount of Funding has been spent in contravention of the Agreement, the Commonwealth may (at its discretion and in addition to any other rights it may have) by notice in writing to the Recipient:
  - c. require the Recipient to refund this amount to the Commonwealth within 20 Business Days (or other such period specified in the notice); or

- d. reduce any further payments of Funding to the Recipient (if applicable) by an amount up to this amount.

6.5.2. If clause 6.5.1.a applies, the Commonwealth may by notice in writing require the Recipient to otherwise deal with this amount in accordance with any conditions that the Commonwealth considers appropriate, including conditions relating to the ongoing use and expenditure by the Recipient of that amount for particular goals or objectives associated with the Activity.

6.5.3. The Recipient must immediately notify the Commonwealth in writing if any of the events in clauses 6.5.1.a or 6.5.1.b occurs.

6.5.4. This clause survives termination or expiry of the Agreement.

## **7. Recipient Contributions, Other Contributions and Cost Savings**

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### **7.1. Recipient Contributions**

7.1.1. The Recipient agrees to provide the Recipient Contributions for the Activity at the times and in the amounts specified in Item D.1 of the Schedule. The Recipient Contributions must not include any amount that has been provided to the Recipient by the Commonwealth of Australia or a State, Territory or local government.

### **7.2. Other Contributions**

7.2.1. The Recipient must ensure that the persons identified in Item D.2 provide the Other Contributions at the times and in the amounts specified in Item D.2.

7.2.2. The Recipient must, within 20 Business Days after a written request from the Commonwealth to do so, provide to the Commonwealth satisfactory written evidence that confirms the persons identified in Item D.2 will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions.

7.2.3. If, for any reason, the Recipient fails to provide the Recipient Contributions (including any part thereof) or is not able to obtain the Other Contributions (including any part thereof) as required under this Agreement, then the Commonwealth may:

- a. suspend payment of the Funding or an instalment of the Funding until the Recipient Contributions are provided and/or the Other Contributions are obtained (as the case may be);
- b. reduce the total Funding payable under this Agreement by an amount that, in the Commonwealth's opinion, represents an equivalent proportion of the overall reduction in the total value of the Recipient Contribution and/or the Other Contributions (as the case may be) resulting from the failure; or

c. terminate this Agreement in accordance with clause 15.2.

7.2.4. The Recipient must notify the Commonwealth in writing as soon as possible after it becomes aware of any likely or actual failure (for any reason) to provide the Recipient Contributions (including any part thereof) and/or obtain the Other Contributions (including any part thereof) as required under this Agreement.

7.2.5. The Recipient agrees to notify the Commonwealth within 10 Business Days of entering into any arrangement under which the Recipient is entitled to receive any additional monetary or in-kind contributions in respect of the Activity that are not identified as Other Contributions in Item D.2. Any such additional contribution that the Recipient becomes entitled to receive after the Date of this Agreement constitutes Other Contributions for the purposes of the Agreement (and Schedule 1 is deemed to be varied accordingly) on the date on which the Recipient notifies the Commonwealth of that contribution under this clause 7.2.5.

### 7.3. **Cost Savings**

7.3.1. Subject to compliance with this Agreement, the Recipient must:

- a. continually identify any costs saving or efficiency measures in carrying out the Activity; and
- b. in consultation with the Commonwealth:
  - i. implement those costs saving or efficiency measures;
  - ii. ensure that any reductions in expenditure for the Activity that result from those costs saving or efficiency measures are accounted for and allocated equitably in proportion to the relative total values of the Funding, the Recipient Contributions and the Other Contributions (as applicable) as committed to the Activity.

## 8. **Assets (NOT USED)**

## 9. **Records**

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### 9.1. **Keeping Records**

9.1.1. The Recipient must create and maintain full and accurate accounts and records of the conduct of the Activity including, without limitation, all:

- a. progress against the Milestones;
- b. receipt and use of Funding;
- c. Other Contributions (if any);
- d. Recipient Contributions (if any); and

- e. creation, acquisition and Disposal of Assets.

**9.2. Retention of Records**

- 9.2.1. The Recipient agrees to create and maintain records and accounts under clause 9.1.1 and retain them for a period of no less than 7 years after the end of the Term.

**10. Intellectual Property**

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**10.1. Use of Commonwealth Material**

- 10.1.1. The Commonwealth grants a royalty-free, non-exclusive licence for the Recipient to use, reproduce and adapt the Commonwealth Material for the purposes of this Agreement.
- 10.1.2. The Recipient agrees to use the Commonwealth Material strictly in accordance with any conditions or restrictions the Commonwealth may notify to the Recipient.

**10.2. Rights in Activity Material**

- 10.2.1. Subject to this clause 10, Intellectual Property in Activity Material vests or will vest in the Recipient.
- 10.2.2. Clause 10.2.1 does not affect the ownership of Intellectual Property in any Commonwealth Material incorporated into the Activity Material.
- 10.2.3. The Recipient grants to (or will procure for) the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, exploit, communicate, adapt and distribute the Activity Material for any purpose.
- 10.2.4. The Recipient agrees that the licence granted in clause 10.2.3 includes a right for the Commonwealth to licence the Activity Material to the public under an Open Access Licence.
- 10.2.5. The Recipient agrees, on request by the Commonwealth, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 10.
- 10.2.6. The Recipient warrants that:
  - a. it is entitled; or
  - b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Activity Material in the manner provided for in this clause 10.

### 10.3. **Moral Rights**

10.3.1. In this clause 10.3:

- Permitted Acts** means any of the following classes or types of acts or omissions:
- a. using, reproducing, adapting or exploiting all or any part of the Activity Material, with or without attribution or authorship;
  - b. supplementing the Activity Material with any other Material;
  - c. using the Activity Material in a different context to that originally envisaged; and
  - d. releasing the Activity Material to the public under an Open Access Licence;
- but does not include false attribution of authorship.

10.3.2. Where the Recipient is a natural person and the author of the Activity Material he or she:

- a. consents to the performance of the Permitted Acts by the Commonwealth or any person claiming under or through the Commonwealth (whether occurring before or after the consent is given); and
- b. acknowledges that their attention has been drawn to the Commonwealth's general policies and practices regarding Moral Rights.

10.3.3. Where clause 10.3.1 does not apply, the Recipient agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Commonwealth or any person claiming under or through the Commonwealth (whether occurring before or after the consent is given) and, upon request, will provide the executed original of any such consent to the Commonwealth; and
- b. to ensure that each author's attention is drawn to the Commonwealth's general policies and practices regarding Moral Rights.

10.3.4. This clause 10.3 does not apply to any Commonwealth Material incorporated in the Activity Material.

## 11. **Confidential Information**

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### 11.1. **Confidential Information not to be disclosed**

- 11.1.1. Subject to clause 11.2.1, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

**11.2. Written Undertakings**

11.2.1. The Recipient must, on request by the Commonwealth at any time, arrange for:

- a. its Personnel; or
- b. any person with a Third Party Interest,

to give a written undertaking in a form acceptable to the Commonwealth relating to the use and non disclosure of the Commonwealth's Confidential Information.

**11.3. Exceptions to Obligations**

11.3.1. The obligations on the parties under this clause 11.3 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- b. is disclosed to a party's internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;
- c. is disclosed by the Commonwealth to the responsible Minister;
- d. is disclosed by the Commonwealth, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. is shared by the Commonwealth (including other agencies), where this serves the Commonwealth of Australia's legitimate interests;
- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 11.3.

11.3.2. Where a party discloses Confidential Information to another person pursuant to clauses 11.3.1.a - 11.3.1.e, the disclosing party must notify the receiving person that the information is confidential.

11.3.3. In the circumstances referred to in clauses 11.3.1.a, 11.3.1.b and 11.3.1.e, the disclosing party agrees not to provide the information unless the receiving person agrees to keep the information confidential (subject to the exceptions in this clause 11.3).

11.3.4. The Recipient agrees to secure all of the Commonwealth's Confidential Information against loss and unauthorised access, use, modification or disclosure.

**11.4. Period of Confidentiality**

11.4.1. The obligations under this clause 11.4 will continue, notwithstanding the expiry or termination of this Agreement:

- a. in relation to an item of information described in Item N – for the period set out in respect of that item; and



- b. in relation to any item of information agreed after the Date of this Agreement to be Confidential Information – for the period agreed by the parties in writing in respect of that item, and if no such period is agreed by the parties, in perpetuity.

**11.5. No reduction in Privacy Obligations**

- 11.5.1. This clause 11 does not detract from any of the Recipient's obligations under the Privacy Act or under clause 19.1.

**12. Acknowledgement and publicity**

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**12.1. Acknowledgement of support**

- 12.1.1. Unless otherwise notified by the Commonwealth, the Recipient agrees, in all publications, promotional and advertising materials, public announcements and activities by the Recipient or on the Recipient's behalf in relation to the Activity, or any products, processes or inventions developed as a result of it, to acknowledge the financial and other support the Recipient has received from the Australian Government, in the manner set out in Item I, or as otherwise approved by the Commonwealth prior to its use.
- 12.1.2. Where the Recipient has been provided with Funding to produce any publication, a copy of the publication must, on request, be provided to the Commonwealth.

**12.2. Right to publicise Funding**

- 12.2.1. The Commonwealth reserves the right to publicise and report on the awarding of Funding to the Recipient. The Commonwealth may do (but is not limited to doing) this by including the Recipient's name, the amount of the Funding given to the Recipient, the date the Agreement commences and its term, and the title, location, purpose and a brief description of the Activity in media releases, general announcements about the Funding, annual reports or through any other means as determined by the Commonwealth.

**12.3. No restriction on advocacy activities**

- 12.3.1. The Commonwealth confirms that, subject to clause 12.3.2:
  - a. no right or obligation arising under this Agreement should be interpreted as limiting the Recipient's ability to enter into public debate or criticism of the Commonwealth of Australia or its agencies, employees, servants or agents;
  - b. the Commonwealth does not require the Recipient to obtain advance approval of any involvement by the Recipient in public debate or advocacy activities.
- 12.3.2. Nothing in this clause 12.3 limits or derogates from the Recipient's obligations under clauses 11 and 19.1.

### **13. Liability**

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#### **13.1. Proportionate liability regime**

- 13.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Recipient under or in connection with this Agreement.

#### **13.2. Indemnity**

- 13.2.1. The Recipient indemnifies the Commonwealth from and against any:

- a. cost or liability incurred by the Commonwealth;
- b. loss of or damage to property of the Commonwealth; or
- c. loss or expense incurred by the Commonwealth in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth,

arising from:

- d. any breach by the Recipient of the Agreement;
- e. any act or omission involving fault by the Recipient in connection with this Agreement;
- f. the use of Assets; or
- g. the use by the Commonwealth of the Activity Material, including any claims by third parties about the ownership or right to use the Intellectual Property in the Activity Material.

- 13.2.2. The Recipient's liability to indemnify the Commonwealth under clause 13.2.1 will be reduced proportionally to the extent that any act or omission involving fault on the part of the Commonwealth or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

- 13.2.3. The right of the Commonwealth to be indemnified under this clause 13.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

#### **13.3. Meaning of 'fault'**

- 13.3.1. In this clause 13, 'fault' means any negligent or unlawful act or omission or wilful misconduct.

## **14. Dispute resolution**

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### **14.1. Procedure for dispute resolution**

- 14.1.1. The parties agree that a dispute arising under this Agreement will be dealt with as follows, and that, subject to clause 14.4, neither party will commence legal proceedings in relation to that dispute until this procedure is completed:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
  - b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
  - c. the representatives will try to settle the dispute by direct negotiation between them;
  - d. failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 14.1.1.b), the parties may agree to refer the dispute to an independent third person with power:
    - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
    - ii. to mediate and recommend some form of non-binding resolution;
  - e. the parties will co-operate fully with any process instigated under clause 14.1.1.d in order to achieve a speedy resolution; and
  - f. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties) may agree in writing), either party may commence legal proceedings.

### **14.2. Costs**

- 14.2.1. Each party will bear its own costs of complying with this clause 14 [Dispute resolution], and the parties will bear equally the cost of any third person engaged under clause 14.1.1.d.

### **14.3. Continued performance**

- 14.3.1. Despite the existence of a dispute, the Recipient will (unless requested in writing by the Commonwealth not to do so) continue to perform the Recipient's obligations under this Agreement.

### **14.4. Application of clause**

- 14.4.1. This clause 14 does not apply to:

- a. legal proceedings by either party for urgent interlocutory relief; or
- b. action by the Commonwealth under or purportedly under clauses 3, 6, 15 and 19.1.

## **15. Termination or reduction in scope of Agreement**

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### **15.1. Termination for convenience**

- 15.1.1. The Commonwealth may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement immediately.
- 15.1.2. The Recipient agrees, on receipt of a notice of termination or reduction, to:
  - a. stop or reduce the performance of the Recipient's obligations as specified in the notice;
  - b. take all available steps to minimise loss resulting from that termination or reduction;
  - c. continue performing any part of the Activity not affected by the notice; and
  - d. immediately return to the Commonwealth any Funding in accordance with clause 15.1.5, or deal with any such Funding as directed by the Commonwealth.
- 15.1.3. In the event of termination under clause 15.1.1, the Commonwealth will be liable only:
  - a. to pay Funding due and owing to the Recipient under the payment provisions of the Agreement before the date of the notice of termination; and
  - b. to reimburse any expenses the Recipient unavoidably incurs that relate directly and entirely to the Activity and not covered by clause 15.1.3.a.
- 15.1.4. The Commonwealth will not be liable to pay amounts under 15.1.3.a and 15.1.3.b which would, added to any payments already paid to the Recipient under this Agreement, together exceed the Funding set out in Item B.
- 15.1.5. The Commonwealth will be entitled to recover from the Recipient any part of the Funding which:
  - a. is not legally committed for expenditure by the Recipient in accordance with the Agreement and due and payable by the Recipient by the date that the notice of termination is received; or
  - b. has not, in the Commonwealth's opinion, been spent by the Recipient in accordance with the Agreement.
- 15.1.6. In the event of a reduction in the scope of the Agreement under clause 15.1.1, the Commonwealth's liability to pay any part of the

Funding will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Activity.

- 15.1.7. The Commonwealth's liability to pay any compensation under or in relation to this clause 15.1 is subject to:
- a. the Recipient's compliance with this clause 15.1; and
  - b. the Recipient's substantiation of any amount claimed under clause 15.1.3.b.
- 15.1.8. The Recipient will not be entitled to compensation for loss of prospective profits or loss of any benefits that would have been conferred on the Recipient.

**15.2. Termination for fault**

- 15.2.1. If the Recipient does not comply with any of its obligations under this Agreement, then the Commonwealth:
- a. *if it considers that the non-compliance is not capable of remedy* - may by notice terminate this Agreement immediately; or
  - b. *if it considers that the non-compliance is capable of remedy* - may, by notice require that the non-compliance be remedied within the time specified in the notice, and if not remedied within that time, may terminate the Agreement immediately by giving a second notice.
- 15.2.2. The Commonwealth may also by notice terminate this Agreement immediately if:
- a. the Recipient comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or has an order made against it for the purpose of placing it under external administration;
  - b. the Recipient is unable to pay all its debts as and when they become due and payable or it fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
  - c. proceedings are initiated with a view to obtaining an order for winding up the Recipient, or any shareholder, member or director convenes a meeting for the purpose of considering or passing of any resolution for winding up the Recipient;
  - d. in relation to this Agreement, the Recipient breaches any law of the Commonwealth of Australia, or of a State or Territory;
  - e. the Recipient becomes bankrupt or enters into a scheme of arrangement with creditors;

- f. another clause of this Agreement allows for termination under this clause 15.2; or
- g. the Commonwealth is satisfied that any statement made in the Recipient's application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding.

15.2.3. Where the Commonwealth terminates this Agreement under clause 15.2 the Commonwealth:

- a. will be liable only to pay Funding due and owing to the Recipient under the payment provisions of the Agreement before the date of the notice of termination; and
- b. will be entitled to recover from the Recipient any part of the Funding which:
  - i. is not legally committed for expenditure by the Recipient in accordance with the Agreement and payable by the Recipient by the date that the notice of termination is received; or
  - ii. has not, in the Commonwealth's opinion, been spent by the Recipient in accordance with the Agreement.

### 15.3. **Preservation of other rights**

15.3.1. Clause 15.2 does not limit or exclude any of the Commonwealth's other rights under this Agreement.

## 16. **Notices**

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### 16.1. **Format, addressing and delivery**

16.1.1. A notice under this Agreement is only effective if it is in writing, and addressed as follows:

- a. *if given by the Recipient to the Commonwealth* - addressed to the Commonwealth at the address specified in Item L, or other address as notified by the Commonwealth; or
- b. *if given by the Commonwealth to the Recipient* - given by the Commonwealth and addressed as specified in Item L, or other address as notified by the Recipient.

16.1.2. Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 16.

### 16.2. **When received**

16.2.1. Subject to clause 16.2.2, a notice is deemed to be received:

- a. *if delivered by hand* - upon delivery to the relevant address;

- b. *if sent by prepaid post* - upon delivery to the relevant address; or
- c. *if transmitted electronically* - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

16.2.2. If a notice is received:

- a. after 5.00 pm on any Business Day; or
- b. on a day that is not a Business Day,

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 16.

**17. NOT USED**

**18. Work Health and Safety**

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**18.1. Use of Commonwealth's premises**

18.1.1. The Recipient agrees, when using the Commonwealth's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

**18.2. Assistance to the Commonwealth**

18.2.1. Without limiting clause 2.2 of this Agreement, the Recipient agrees to, on request, give all reasonable assistance to the Commonwealth, by way of provision of information and documents, to assist the Commonwealth and its officers (as defined in the *Work Health and Safety Act 2011* (WHS Act)) to comply with the duties imposed on them under the WHS Act.

18.2.2. The Recipient acknowledges that the Commonwealth may direct the Recipient to take specified measures in connection with the Recipient's work under this Agreement or otherwise in connection with the Activity that the Commonwealth considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Recipient must comply with the direction. The Recipient agrees that it is not entitled to an adjustment to the Funding merely because of compliance with the direction.

18.3. **NOT USED**

19. **General Provisions**

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19.1. **Obligations of Recipient in relation to privacy**

- 19.1.1. The Recipient agrees, in conducting the Activity:
- a. not to do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of an Australian Privacy Principle; and
  - b. to comply with any directions, guidelines, determinations or recommendations of the Commonwealth, to the extent that they are consistent with the Australian Privacy Principles.
- 19.1.2. The Recipient agrees to notify the Commonwealth immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 19.1.
- 19.1.3. The provisions of this clause 19.1 survive termination or expiration of this Agreement.

19.2. **Audit and Access**

- 19.2.1. The Recipient agrees:
- a. to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where obligations under this Agreement are being carried out; and
  - b. to permit those persons to inspect and take copies of any Material relevant to this Agreement.
- 19.2.2. The rights referred to in clause 19.2.1. are subject to:
- a. the Commonwealth providing reasonable prior notice; and
  - b. the reasonable security procedures in place at the premises.
- 19.2.3. The Auditor-General and Information Officer (and their delegates) are persons authorised for the purposes of clause 19.2.1.
- 19.2.4. This clause 19.2 does not detract from the statutory powers of the Auditor-General or Information Officer.

19.3. **Access to Documents**

- 19.3.1. In this clause 19.3, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth). This clause 19.3 only applies if this Agreement is a 'Commonwealth contract', as defined in the *Freedom of Information Act 1982* (Cth).
- 19.3.2. Where the Commonwealth has received a request for access to a document created by, or in the possession of, the Recipient or any



subcontractor that relates to the performance of this Funding Agreement (and not to the entry into the Funding Agreement), the Commonwealth may at any time by written notice require the Recipient to provide the document to the Commonwealth and the Recipient must, at no additional cost to the Commonwealth, promptly comply with the notice.

- 19.3.3. The Recipient must include in any subcontract relating to the performance of this Agreement provisions that will enable the Recipient to comply with its obligations under this clause 19.3.

19.4. **Insurance**

- 19.4.1. The Recipient agrees:

- a. to effect and maintain the insurance specified in Item G and
- b. on request, to provide proof of insurance acceptable to the Commonwealth.

- 19.4.2. This clause 19.4 continues in operation for so long as any obligations remain in connection with this Agreement.

19.5. **Extension of provisions to subcontractors and Personnel**

- 19.5.1. In this clause 19.5:

**Requirement** means an obligation, condition, restriction or prohibition binding on the Recipient under this Agreement.

- 19.5.2. The Recipient agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this Agreement imposes all relevant Requirements on the other party.

- 19.5.3. The Recipient agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Commonwealth.

19.6. **Conflict of interest**

- 19.6.1. In this clause 19.6:

**Conflict** means any matter, circumstance, interest or activity involving or affecting the Recipient, its Personnel or subcontractors which may or may appear to impair the ability of the Recipient to perform the Activity diligently and independently.

19.6.2. The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of the Recipient's obligations under the Agreement.

19.6.3. If during the Term a Conflict arises, the Recipient agrees to:

- a. notify the Commonwealth immediately;
- b. make full disclosure of all relevant information relating to the Conflict; and
- c. take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that Conflict.

19.7. **Relationship of parties**

19.7.1. The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Recipient have any power or authority to bind or represent the Commonwealth.

19.7.2. The Recipient agrees:

- a. not to misrepresent its relationship with the Commonwealth; and
- b. not to engage in any misleading or deceptive conduct in relation to the Activity.

19.8. **Waiver**

19.8.1. A failure or delay by a party to exercise any right or remedy it holds under this Agreement or at law does not operate as a waiver of that right.

19.8.2. A single or partial exercise by a party of any right or remedy it holds under this Agreement or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

19.9. **Variation of Agreement**

19.9.1. No variation of this Agreement is binding unless it is agreed in writing and signed by both parties.

19.10. **Assignment**

19.10.1. The Recipient cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior written approval.

19.10.2. The Recipient agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first consulting the Commonwealth.

19.11. **Survival**

- 19.11.1. Unless the contrary intention appears, the expiry or earlier termination of this Agreement will not affect the continued operation of any provision relating to:
- a. Intellectual Property;
  - b. confidentiality;
  - c. security;
  - d. privacy;
  - e. dealing with copies;
  - f. books and records;
  - g. audit and access;
  - h. an indemnity;
  - i. acknowledgement and publicity;
  - j. rights or obligations following termination or expiry of the Agreement; or
  - k. any other provision which expressly or by implication from its nature is intended to continue.

19.12. **Compliance with Legislation and Policies**

- 19.12.1. In this clause 19.12:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth of Australia, or of a State, Territory or local authority.

- 19.12.2. The Recipient agrees to comply with any Legislation applicable to its performance of this Agreement.
- 19.12.3. The Recipient agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Recipient (including by reference to an internet site), including those listed in Item K.

19.13. **Applicable law and jurisdiction**

- 19.13.1. This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item M.
- 19.13.2. The parties submit to the jurisdiction of the courts of that State or Territory.

## **SCHEDULE 1 PARTICULARS**

### **A. Program and Activity**

(Recital A, clauses 1.1.1 and 2.1.1)

#### **A.1. Program**

The Regional Aviation Access Programme – Remote Airstrip Upgrade Funding Component is a national programme aimed at assisting the upgrade of aerodromes in remote and isolated communities across Australia. The programme seeks to enhance the safety and accessibility of remote aerodromes, thereby facilitating improved delivery of essential goods and services including health care. Programme guidelines are available at: <https://infrastructure.gov.au/aviation/regional/index.aspx>

#### **A.2. Activity**

The Activity Period commences on the Date of this Agreement and ends on **31 October 2018**.

The Activity is to upgrade the Beacon Airstrip by:

1. Grading and rolling the runway to reinstate a smooth surface and remove scouring;
2. Re-establishing the western drain by cleaning out and deepening the v-drain;
3. Clearing vegetation for a 90m runway strip;
4. Purchasing new runway lighting
5. Purchasing and installing new marker cones for the runway, runway strip, taxiway and apron;
6. Moving the windsock including providing a new pole and lights;
7. Purchasing and installing approximately 3000m of fencing and gates around the airstrip;
8. Undertaking a survey pick up and geometric design to establish the correct longitudinal and transverse slope and address drainage issues;
9. Constructing the airstrip to the new design.

#### **A.3 Activity Objectives**

The works will improve the safety and accessibility of the airstrip, and in particular allow the airstrip to be used at night for emergency medical evacuations.

#### A.4 Milestones

Milestone	Deliverable
1	Execution of the Funding Agreement
2	Commencement of tender process
3	Commencement of on ground works
4	Acceptance of Final Report

#### B. Funding and Payment

(clauses 1.1.1, 3.1, 6)

The total Funding for the Activity is **\$157,000** GST exclusive. The Funding will be paid as follows:

Payment	Amount	Milestone	Due Date
1	\$15,700	1	Upon execution of the Funding Agreement
2	\$62,800	2	30 May 2018
3	\$62,800	3	10 July 2018
4	\$15,700	4	Upon Acceptance of the Final Report by the Commonwealth

#### Invoicing

Invoices for this project are to be submitted exclusive of GST. Payments made under the programme do not include GST where the applicant is a State/Territory or Local Government organisation or related entity.

## C. Budget

(clause 6.2)

Expenditure Item	Funding	Recipient Contributions	Other Contributions	Total Cost
Vegetation Clearing and Permits	\$0	\$55,000	\$0	\$55,000
Runway Lighting and Windsock	\$0	\$16,800	\$32,000	\$48,800
Marker Cones	\$0	\$8,000	\$0	\$8,000
Fencing	\$0	\$20,000	\$0	\$20,000
Survey and Design	\$0	\$20,000	\$0	\$20,000
Construction	\$157,000	\$0	\$168,000	\$325,000
<b>TOTALS</b>	<b>\$157,000</b>	<b>\$119,800</b>	<b>\$200,000</b>	<b>\$476,800</b>

## D. Recipient Contributions and Other Contributions

(clause 7)

### D.1. Recipient Contributions

Recipient Contributions are specified in the following table. Any financial or in-kind assistance that the Recipient has received from the Commonwealth of Australia or a State, Territory or local government and which the Recipient intends to, or is required to, use to perform the Activity must not be included in Recipient Contributions.

The Shire of Mt Marshall is contributing **\$119,800** (GST exclusive) to the project.

### D.2. Other Contributions

The Other Contributions for the Activity are specified below.

The Western Australian State Government is contributing **\$200,000** (GST exclusive) to the project.

Please note that any cost savings will be distributed evenly as stated in Clause 7.3.

## E. Reporting

(clauses 1.1.1, 2.6)

### E.1. Progress Reports

The Recipient must provide the Commonwealth with Progress Reports. Progress Reports will be taken to be required against Milestones triggering a payment unless otherwise requested by the Department. Each progress Report

must include, but need not be limited to, the following information for the Reporting period:

- a. the Recipient's name;
- b. the names of all the Recipient's subcontractors;
- c. the full Activity title;
- d. the amount of Funding payable under the Agreement;
- e. any interest earned on the Funding;
- f. a statement of the Funding, Recipient Contributions and Other Contributions received to date including the amount spent and the amount remaining in the account referred to in clause 6.3.1;
- g. the part of the Term to which the Report relates;
- h. a description and analysis of the progress of the Activity to date, including detail of the Activity Objectives and Program Objectives achieved during the period to which the Report relates and reasons why any Activity Objectives and, if applicable, Program Objectives have not been met;
- i. a clear summary of the work undertaken in the period to which the Report relates and an analysis of the effectiveness of this work;
- j. a discussion and statement as to whether the timeframes and any Milestones for the Activity (and specifically during the Report period) are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Activity (including any subsequent Milestones and the overall completion of the Activity);
- k. a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Recipient proposes to take to address this; and
- l. an accompanying statement as set out in item E.4.

**E.2. Not Applicable**

**E.3. Final Report**

Within 60 Business Days of completion of the Activity Period or the termination or expiry of this Agreement, whichever is the earlier, the Recipient must provide the Commonwealth with a Final Report.

The Final Report must be a stand-alone document that can be used for public information dissemination purposes.

The Final Report must contain the matters identified in Item **Error! Reference source not found.**

In addition, the Final Report must also: Provide evidence that the approved project activity has been completed, including the achievement of milestones where relevant;

- a. Evaluate the Activity and include a detailed discussion as to whether the Activity Objectives and Outcomes were achieved, and if not, an explanation of why any Activity Objectives and Outcomes were not met;
- b. Provide feedback, where relevant, on the performance and management of the project Activity by your organisation and on the administration of funding by this Department to assist in the improved delivery of future projects.

The Recipient must also include in the Final Report a discussion of any other matters relating to the performance of the Activity, which the Commonwealth notifies the Recipient is required to be included in the Final Report. Any such requirement will be notified to the Commonwealth at least 20 Business Days before the Final Report is due.

#### **E.4. Accompanying statement**

E.4.1. Each Progress Report and Annual Report, and the Final Report must be accompanied by a statement that:

- a. all Funding, Other Contributions and Recipient Contributions received were spent for the purpose of the Activity and in accordance with this Agreement, and that the Recipient has complied with the Agreement;
- b. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;
- c. unless the Activity Period has expired or the Agreement has been terminated, the unspent portion of the Funding (if any) is available for use within the next reporting period;
- d. the financial information is presented in accordance with any other financial Reporting requirements the Commonwealth may notify to the Recipient;
- e. NOT USED; and
- f. at the time the Report or financial statement is provided to the Commonwealth, the Recipient is able to pay all the Recipient's debts as and when they fall due and the Recipient has sufficient resources to discharge all the Recipient's debts at the end of the current Financial Year.

E.4.2. The statement referred to in item E.4.1 must be provided:

- a. if the Recipient is an incorporated body, by the Recipient's Chairperson, Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution. Satisfactory evidence of the authorisation is to be provided to the Commonwealth before the statement is made;



- b. if the Recipient is an unincorporated association or partnership, by:
  - i. a majority of the members; or
  - ii. a person or persons authorised by a majority of the members to act on behalf of the members in accordance with the Recipient's Constitution. Satisfactory evidence of the authorisation is to be provided to the Commonwealth before the statement is made;
- c. if the Recipient is a joint venture, the Chief Executive Officer or Chief Financial Officer of each joint venturer must certify the one statement; or
- d. if the Recipient is an individual, by that individual.

**E.5. Audit and certification**

E.5.1. The Annual Report and Final Report must be accompanied by a copy of a letter to the Recipient from the Approved Auditor, or a report from the Approved Auditor, that includes:

- a. specific comment on the adequacy of financial controls being maintained by the Recipient;
- b. specific comment on the Recipient's financial position as it relates to any issues affecting the Recipient's ability to repay surplus Funding or complete the Activity with available Funding;
- c. specific comment on the Recipient's ability to meet the Recipient's taxation liabilities and any costs associated with any court or tribunal orders made against the Recipient or involving the Recipient;
- d. specific comment on the Recipient's compliance with the Recipient's obligations to pay superannuation entitlements;
- e. where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended; and
- f. an itemised list of fees paid to Directors, stating how much was paid, to whom, when and what travel costs were involved.

**E.6. Other Reports**

Throughout the Term, the Commonwealth may require the Recipient to provide ad-hoc Reports concerning:

- a. any significant developments concerning the Activity; and
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement.

The Recipient must provide any such ad-hoc Reports within the timeframe notified by the Commonwealth.

**F. NOT USED**

**G. Insurance**

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(clause 19.4)

The Recipient must maintain:

- a. workers compensation insurance as required by law where the Recipient carries out activities under this Agreement;
- b. public liability insurance to the value of at least \$10 million for each and every claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be; and
- c. insurance against any loss or damage to an Asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants.

**H. NOT USED**

**I. Acknowledgement and publicity**

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(clause 12)

In addition to the requirements set out under Clause 12, the recipient must provide the Commonwealth with advance notice of, and the opportunity to participate in, any planned launches, opening ceremonies or public announcements and activities.

**J. NOT USED**

**K. NOT USED**

**L. Notices**

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(clause 16.1)

The Commonwealth's details for notices are as follows:

Mr Michael Rush  
Director  
Remote Aviation Programmes Section  
Department of Infrastructure, Regional Development and Cities  
GPO Box 594  
CANBERRA ACT 2601  
Ph. 02 6274 6889  
Email. Michael.Rush@infrastructure.gov.au

The Recipient's details for notices are as follows:

Mr John Nuttall  
Chief Executive Officer  
Shire of Mt Marshall  
PO Box 20  
BENCUBBIN WA 6477  
Ph. 08 9685 1202  
Email. ceo@mtmarshall.wa.gov.a

**M. Applicable Law**

(clause 19.13)

The laws of the Australian Capital Territory will govern the construction of, and other matters related to, the Agreement.

**N. Confidential Information**

(clause 11)

**Commonwealth's Confidential Information**

Agreement Provisions/Schedules/Attachments

Item	Period of Confidentiality
Nil	

Agreement related material

Item	Period of Confidentiality
Nil	

**Recipient's Confidential Information**

Agreement Provisions/Schedules/Attachments

Item	Period of Confidentiality
Nil	

Agreement related material

Item	Period of Confidentiality
Nil	

**Executed as a deed**

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This Funding Agreement is made on

SIGNED SEALED AND DELIVERED )  
for and on behalf of the )  
**COMMONWEALTH OF** )  
**AUSTRALIA**, as represented by the )  
**Department of Infrastructure,**  
**Regional Development and Cities:**

---

Name of signatory

---

*Signature*

In the presence of:

---

Name of witness

---

*Signature of witness*

SIGNED SEALED AND DELIVERED )  
for and on behalf of the **Shire of Mt** )  
**Marshall** by its authorised signatory: )  
)

---

Name of authorised signatory

---

*Signature*

In the presence of:

---

Name of witness

---

*Signature of witness*



**From:** Donna Cooper  
**To:** [John Nuttall](#)  
**Cc:** [Nadine Richmond](#)  
**Subject:** RE: Pergandes Sheep Yards  
**Date:** Wednesday, 28 March 2018 5:58:26 PM

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Hi John,

No dramas from our end. Still happy for people to enjoy our district's history and see Mr Pergande's hard work.

Regards,

Murray & Donna

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**From:** John Nuttall [mailto:[ceo@mtmarshall.wa.gov.au](mailto:ceo@mtmarshall.wa.gov.au)]  
**Sent:** Wednesday, 28 March 2018 4:16 PM  
**To:** Donna Cooper  
**Cc:** Nadine Richmond  
**Subject:** Pergandes Sheep Yards

Dear Murray & Donna,

It has been brought to my attention that the Shire held a lease with you which provided the ability for the Shire to utilise the Pergandes Sheep Yards as a tourist attraction. That lease was signed in September 2006 and ran for 10 years.

The lease expired in 2016, and I am not aware that any new lease was discussed or prepared.

Would you please let me know if you would be prepared to enter another lease on similar terms to the previous one? If so I can take the matter to Council in April, and then arrange for a new lease to be drawn up and executed.

If you would wish to discuss the matter with me, please do not hesitate to contact me.

Regards,

John



**John Nuttall**

Chief Executive Officer

80 Monger Street

PO Box 20 BENCUBBIN WA 6477

T: (08) 9685 1202

M: 0427 851 202 E: [ceo@mtmarshall.wa.gov.au](mailto:ceo@mtmarshall.wa.gov.au)



[www.mtmarshall.wa.gov.au](http://www.mtmarshall.wa.gov.au)

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The information contained in this email communication may be confidential. You should only read, disclose, re-transmit, copy, distribute, act in reliance on or commercialise the information if you are authorised by the Shire of Mt Marshall to do so. If you are not the intended recipient of this email communication, please notify us immediately by email to [admin@mtmarshall.wa.gov.au](mailto:admin@mtmarshall.wa.gov.au) or reply by email direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are those of the individual sender, except where the sender specifically states them to be the views of the Shire of Mt Marshall. While every effort has been made to ensure the integrity of this email the Shire of Mt Marshall does not represent, warrant or guarantee that the integrity of this communication has been maintained nor that the communication is free of errors, virus or interference.



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# Shire of Mt Marshall

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# Economic Development Guide

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2018



# Introduction

The Shire of Mt Marshall outlined the need for an Economic Development Strategy in the 2017/18 – 20220/21 Corporate Business Plan and the 2017/18 -2026/27 Strategic Community Plan. This guide is the first step towards establishing an Economic Development Strategy and allows Council to establish clear guidelines and strategies in the development and promotion of the local economy.

Local Government's role in Economic Development of the Shire includes infrastructure works, business assistance programs, local promotional campaigns and the awarding of Economic Development Grant funding to local groups and businesses, all in the aim of increasing economic activity and growth within the Shire.

The purpose of this Economic Development Guide is to provide a framework for Council initiatives, projects and activities that will contribute to the growth of the Shire of Mt Marshall's economy. The guide applies to Bencubbin and Beacon - the two major towns within the Shire of Mt Marshall, as well as the smaller localities of Gabbin, Welbungin, Cleary and Wialki.

The timeframe for this guide is "short term", being zero to five years.

## **This Economic Development Guide:**

- Provides demographic information about Bencubbin, Beacon and the Shire as a whole.
- Provides economic statistics
- Outlines key economic strategies identified in the Corporate Business Plan and Strategic Community Plan.
- Identifies appropriate strategies, actions and projects that will assist in furthering economic development within the Shire.
- Detailed actions including responsible council / staff member, time frames and required resources.



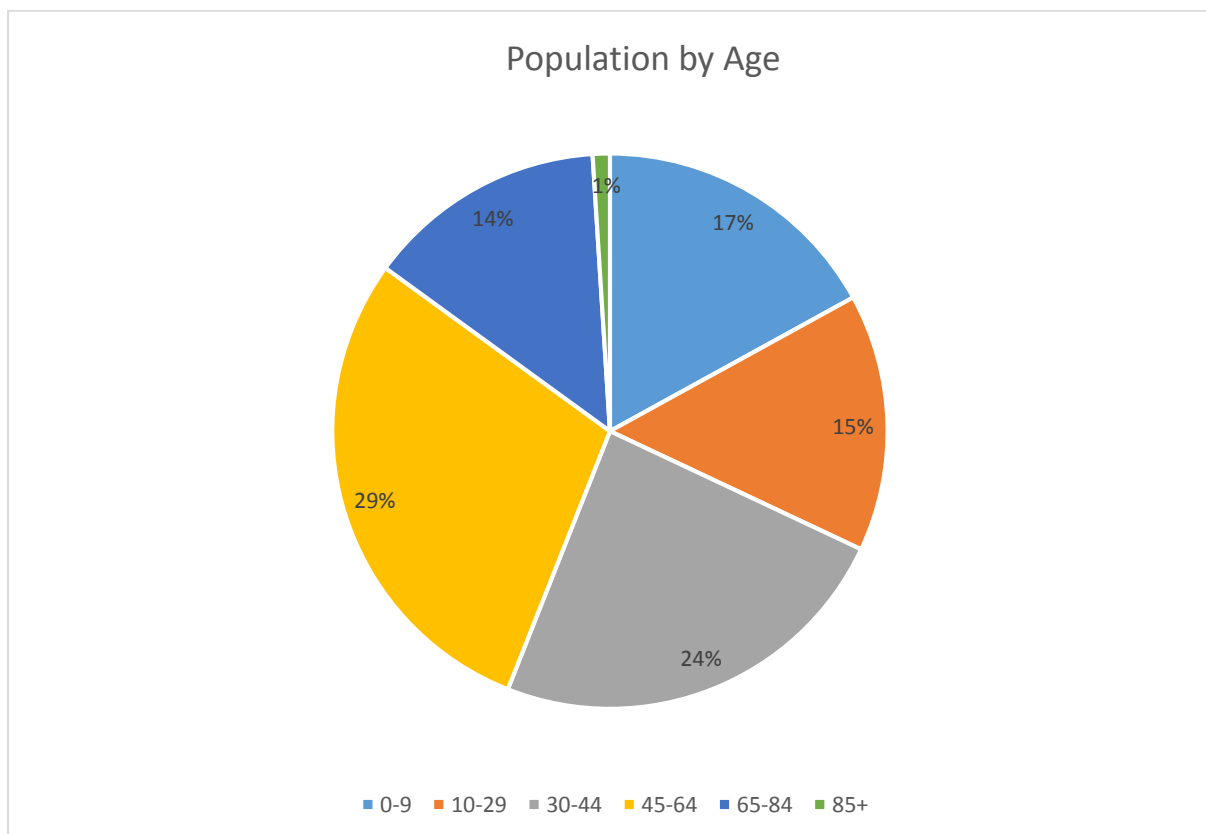
# Profile of Mt Marshall

## Population Figures

Population data from the 2016 census shows the Shire's population has increased from 486 to 527 (6.25%). Of the 527 people 54.1% were male and 45.9% were female. Aboriginal and/or Torres Strait Islander people made up 1.0% of the population. The median age has risen from 35 to 42 in the last 10 years.

There are 142 families within the Shire with an average of 1.7 children per household. The medium weekly household income is \$1,227. As a comparison note, the weekly household income of a family in Joondalup is \$1,957 and \$1,664 in Mundaring.

Age	Bencubbin	Beacon	TOTAL	% of population
0-9	41	30	71	17%
10-29	33	20	53	13%
30-44	59	37	96	23%
45-64	65	52	117	29%
65-84	39	24	63	15%
85+	8	3	11	3%

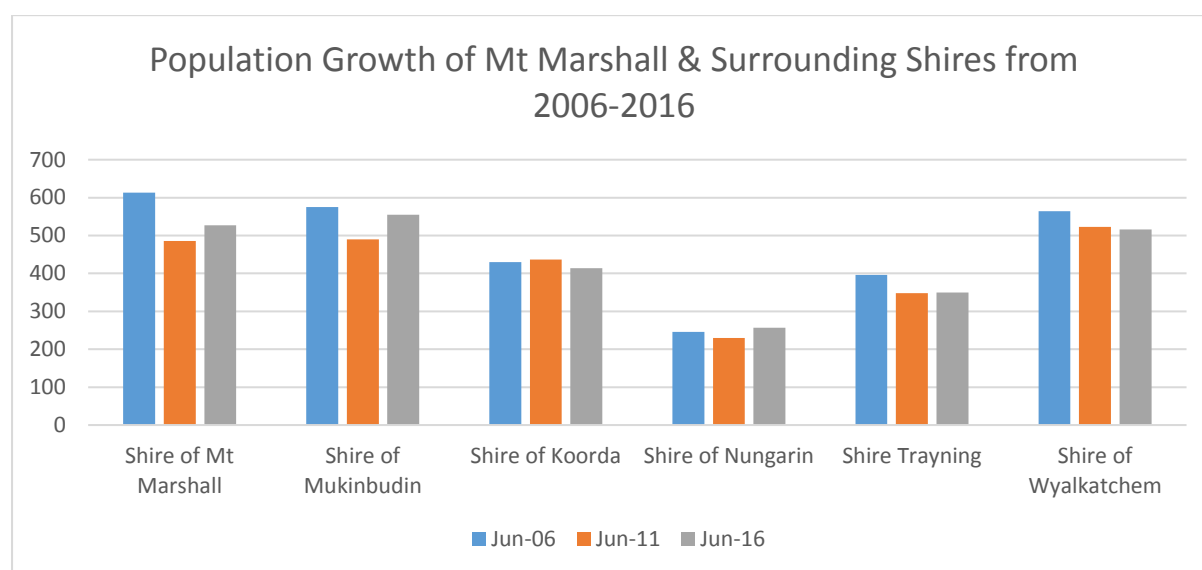


### Population Growth / Decline within the Shire of Mt Marshall and surrounding areas

According to Australian Bureau of Statistics, The Shire of Mt Marshall saw a significant decrease in population in the ten years from 2006-2016. This was a strong trend amongst surrounding Shires, however, Mt Marshall had the highest fall in population.

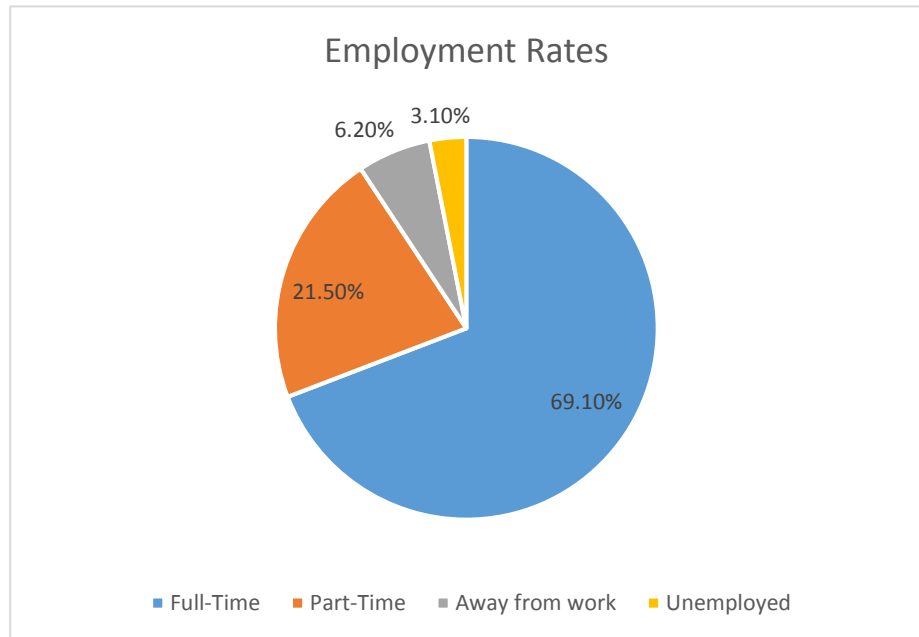
The 2016 Census statistics revealed a slight reversal in the long term trend of population decline, with an increase of 41 people from 2011-2016. This trend was common within the region, with all Shires except Koorda experiencing small scale growth over the past five years.

Town	June 2006	June 2011	June 2016	Difference 2006 - 2016
Shire of Mt Marshall	613	486	527	- 86
Shire of Mukinbudin	575	490	555	- 20
Shire of Koorda	430	437	414	- 16
Shire of Nungarin	246	230	257	+ 10
Shire of Trayning	396	348	350	- 46
Shire of Wyalkatchem	564	523	516	- 48



## Workforce and Un-Employment Rates

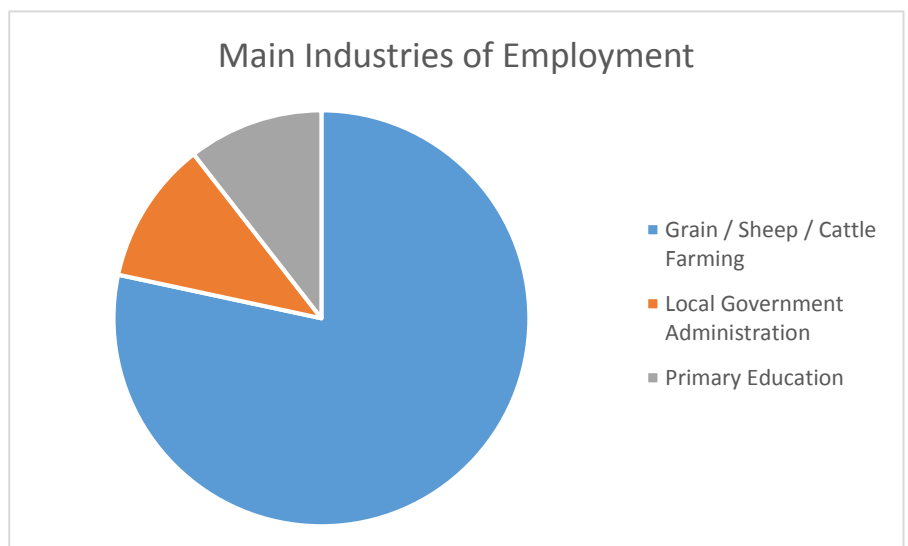
According to the 2016 Census, 288 people aged 15 years and over reported being in the labour force. Of the 288 people, 69.1% worked fulltime, 21.5% worked part-time, 6.2% were away from work and 3.1% were unemployed.



## Economic Sectors

The main economic sector within the Shire of Mt Marshall is Grain / Sheep Farming, followed by Local Government Administration and then Primary Education. These statistics indicate the importance of the Shire and Primary Schools as a major provider of employment within the Shire, other than farming. The positions available at the Shire and Primary school often provide complimentary income to farming households,

or provide a job for one half of a partnership involved within the farming industry. It is crucial to have jobs available outside of the farming industry to attract families and young people to the community.



## Education

- Bencubbin Primary School as of February 2018 has 24 Children and employs 9 staff (full-time and part-time).
- Beacon Primary School as of February 2018 has 23 Children and employs 11 staff (full-time and part-time).

## **Daycare Service**

The Little Bees daycare service was established in July 2015 and operates in Bencubbin on Monday, Tuesday and Wednesday each week. In October 2016 Little Bees extended its services to Beacon, operating there on Thursdays. The service is provided by the Shire of Mt Marshall under the guidance of Great Beginnings Family Daycare.

Little Bee's is a great asset to community members and allows mothers to return to work after having a baby, provides fulltime employment for a community member and is a great incentive for families considering a move to the Shire.

## **Corporate Business Plan**

The following key priorities, relevant to this guide, were identified in the Shire of Mt Marshall Corporate Business Plan;

### **Actively support and develop local and new businesses**

- Employ an Economic Development Officer
- Prepare an Economic Development Strategy
- Economic Development Fund Initiatives to the value of \$120,000
- Develop and support local and regional tourism

### **The development of local and regional tourism**

- Promote the Shire as a place to live, work and visit
- Maintain website with up-to-date tourism information
- Review and maintain Land for Sale section of Websites
- Review current business information and directories
- Forge and link with 'Heartlands' Directory
- Investigate online accommodation booking system
- Complete water tank handover and promote it as a tourist attraction

## **Strategic Community Plan**

The following key priorities, relevant to this guide were identified in the Shire of Mt Marshall Strategic Community Plan;

### **Actively support and develop local and new business**

- Develop a local Economic Development Strategy.
- Maintain/review town planning strategies to make our Shire attractive for potential new business.
- Lobby for the technological infrastructure necessary to support commercial and business growth.
- Lobby for the provision of reliable electricity supply from government agencies with respect to both headworks charges and reliability.
- Support processes that will enhance local business access to professional services/advice.
- Support opportunities for all businesses.

- Encourage the consideration of renewable energy generation technologies.

### **The development of local and regional tourism**

- Advocate, promote and market the Shire of Mt Marshall as a place to live, work and visit.
- Assist with the provision of relevant tourist information and marketing services.
- Support a coordinated approach for regional tourism promotion and management.
- Facilitate the development of local tourism activities associated with the Shire's diverse natural, social and built heritage.
- Develop partnerships to actively support visitor growth.
- Encourage eco-tourism.

### **An effective and efficient transportation network**

- Plan for the provision and delivery of transport services and infrastructure in the Shire in close consultation with the State and Federal governments and the local community.
- Maintain an efficient, safe and good quality local road network.
- Advocate for improvement and provision of appropriate regional transport links, including rail, air and bus services.

### **A sense of place through public infrastructure and facilities**

- Provide commercial and industrial land aligned to economic need and growth.

### **Strong representation on behalf of the Community**

- Facilitate resource sharing and actively participate in partnerships on a regional basis.

## **Key Strategic Directions**

<b>Actions</b>	<b>Background Information</b>	<b>Specific Actions</b>	<b>Responsible</b>	<b>Timeline</b>
Prepare an Economic Development Strategy (EDS)	This guide is the first step in the development of an EDS. An EDS will be developed within the next 5 years once financial provisions have been made to employ a consultancy company.	Develop an Economic Development Guide (EDG) followed by an Economic Development Strategy.	EDO	EDG Complete  EDS by June 2020
Economic Development Fund Grant	The 2017/18 budget allocated \$120,000 in funds to this grant initiative. This fund aims to	Promote and advertise the next round of funding which will be in March 2018.	EDO	March 2018

	provide businesses and community groups an opportunity to receive financial assistance for projects that will be of benefit to the Mt Marshall Community and economy.	Review funding approval and acquittal processes and make appropriate amendments / improvements.	EDO / CEO / FAM & Council	March – June 2018
Promote the Shire as a place to live, work and visit.	The Shire of Mt Marshall is a safe and quiet place to live, with small but prosperous communities. Bencubbin is just three hours from Perth and both towns have a wide range of services available. Housing is limited but very affordable as is residential land.	EDO to build relationship with NEWROC, Heartlands and Wheatbelt Way.	EDO	Underway & Ongoing
		Ensure tourist information is up-to-date on website and Facebook page. Promote Mt Marshall on social media as a place to visit – Facebook and Instagram.	EDO	February 2018 – onwards
		Liaise with NEWtravel to encourage motorcycle, photography and other clubs to visit the area.	EDO	March 2018
		Liaise with NEWtravel to correct, develop and expand information specific to the Shire of Mt Marshall on the Wheatbelt Way App and Website on annual basis.		
		Ensure the Shire Office, Resource Centre's and surrounding towns stock the Mt Marshall Tourist Brochure.	EDO	Underway and Ongoing.
		Advertise vacant land online; <ul style="list-style-type: none"> <li>- Website</li> <li>- Heartlands</li> <li>- NEWROC</li> <li>- Gumtree</li> <li>- Facebook Marketplace</li> <li>- Realestate.com.au</li> </ul>	EDO	Underway and ongoing.
		Investigate online accommodation booking system.	EDO	February / March 2018
		Complete water tank handover and promote as tourist destination when complete.	CEO / EDO	August 2018

		Investigate 'Workers Camp' style accommodation in Beacon.	CEO	Research phase underway. Completion approx. October 2018.
Forge Relationships with Local Businesses – including small, home based businesses	The Shire of Mt Marshall hasn't employed an Economic Development Officer since late 2014. There has been no thorough liaising between local businesses and the Shire since this time. It is imperative for the EDO to build communication channels and relationships with the local businesses quickly.	Set-up a 'Business After Hours' at least twice yearly. Liaise with WBN.	EDO	February / March 2018  September 2018
		Conduct a 'Business Brain Storm' or survey at the first meeting to get a sense of what the local businesses within the Shire need and want, and to get some ideas to boost the local economy.	EDO	First BAH in March 2018
	Starting an online business is becoming increasingly easier with the use of the internet, social media and the likes. Opportunities to start an online business are endless if people have the motivation, skills and resources in place.	Look at holding a 'women in business' conference (or the likes) to encourage women within the Shire and surrounding towns to start their own small businesses or to provide them with the skills to grow or develop a current small business.	EDO / CDO	Begin research February 2018 with aim to hold conference June 2018
	The Bencubbin and Beacon Community Resource Centre's will be holding various training sessions in 2018 all aimed at giving local business the opportunities to learn new skills.	Assist the Community Resource Centres in promoting any business focused initiatives, training, information etc.  EDO to attend all sessions.	EDO	TBA
		Become a member of WBN / Heartlands and begin an E-Newsletter to small businesses in the Shire with relevant and interesting information.	EDO	Membership complete  First newsletter to be sent late Feb 2018

	<p>The Small Business Friendly Local Governments initiative aims to recognise government authorities in Western Australia that are committed to actively supporting small businesses in their local area.</p> <p>Participating local governments will provide the Small Business Development Corporation with updates on how they are meeting these commitments.</p>	<p>Sign up to the Small Business Friendly Local Governments Charter to show we are committed to work with, and support, small business by:</p> <ul style="list-style-type: none"> <li>• offering enhanced customer service</li> <li>• reducing red tape</li> <li>• making on-time payments</li> <li>• having a process in place to handle disputes</li> <li>• introducing other activities to improve the operating environment for small businesses in their area</li> </ul>	EDO	Join in February 2018. Establish and promote May 2018
Promote local Businesses	Assist local businesses with the promotion of their business and the services that they offer to the community.	Add a business directory to the Shire of Mt Marshall Website.	EDO / EA	April 2018
		Run a 'Business in Focus' Campaign – use our website, social media and local newspapers to advertise one local business per week. Offer some interesting information about the owner, staff and what services they offer. Try to coincide with any specials they might have running.	EDO	March 2018 and ongoing until March 2019 or until all willing businesses have been showcased
		Buy Local / Shop Local Campaign – develop an interesting campaign to encourage local people to buy local.	EDO	Investigate options in March 2018
		Encourage small businesses to liaise with one another in developing relationships and business deals.	EDO	Ongoing – will begin at first BAH
		Signage – undertake an audit on tourism signage in the area. Encourage local businesses to improve their signage at entrances to town.	EDO	March 2018 – must be complete before tourist season



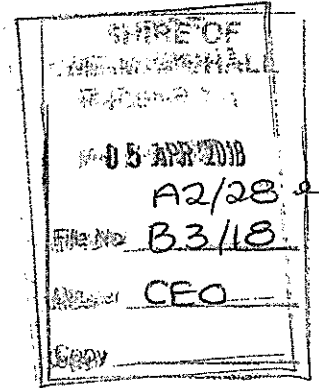
Provide Commercial and Industrial Land aligned to economic need and growth	The need for industrial land in Beacon has been identified. LandCorp has recently advised that they cannot assist with the development.	Shire of Mt Marshall to investigate the option of developing industrial land in Beacon. Information that may assist the Shire with this has been requested from LandCorp. Council to decide if this is a viable pursuit.	EDO / CEO	Underway and ongoing
		Re-advertise Bencubbin Industrial lots online – website, Gumtree, Heartlands etc.		
Investigate potential new sectors / jobs.	As technology expands, so do the opportunities for alternative sectors to be developed in rural areas.	Investigate Smart Shade Houses / Aquaculture and how to use the greenhouse in Bencubbin.	EDO/CDO	April 2018 and ongoing
		Engage with Australian Apprenticeship Pathways and provide local businesses with information about employing apprentices / trainees.		
Promote the Bencubbin complex upgrades as a venue for hire for conferences, meetings etc.	The Bencubbin Community Resource Centre currently manage bookings for the Complex and will continue to do so with the new upgraded building. The upgrades will provide an excellent, modern venue to hold meetings, functions etc.	Advertise the venue on the Shire website and direct bookings to the Bencubbin Community Resource Centre.	EDO	Complex expected to be complete by June 2018. Promotion to begin shortly after.
		Encourage the Bencubbin Community Resource Centre to promote the building as a venue for hire on their website.		
Town Beautification	Both Bencubbin & Beacon are maintained to a high standard, though Beacon is lacking curbing which would significantly improve the aesthetics of the streetscape.  Item 12.5.6 from February 2017 Minutes highlights the equity imbalance and should be referred to.  Close community consultation should take place before pursuing any high cost town beautification works.	Investigate street curbing in Beacon.  Investigate the installation of an Art Trail / Public Art, Swings and grassed playgrounds in both towns.	EDO	August 2018
Affordable housing	In order to attract people to the communities, there needs to be affordable housing available.	Promote and encourage the construction of more family sized homes in the towns of Bencubbin & Beacon.	EDO / CDO	April 2018 and ongoing

Bendigo Bank Agency	<p>There is currently no bank agency in Bencubbin. Some basic banking services are offered by the Post Office.</p> <p>Bendigo Bank reinvest money spent at agencies back into the communities.</p>	<p>Investigate community demand for Bendigo Bank Agency in Bencubbin. If a need is identified, liaise with Bendigo Bank in Mukinbudin to establish what the requirements of opening an agency (security etc.) are. Write to the Bencubbin Community Resource Centre President presenting this information and encourage them to open a Bendigo Bank Agency. If this is not a viable option, investigate the option of opening a branch at the Shire Office. Also re-brand ATM machine once agency is running.</p>	EDO	February 2018 and ongoing
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# J & M JEFFRIES

PO Box 54 Bencubbin 6477  
[jeffriesfarms@bigpond.com](mailto:jeffriesfarms@bigpond.com)



5<sup>th</sup> April 2018

Mr John Nutall  
Chief Executive Officer  
Shire of Mt Marshall  
PO Box 20  
BENCUBBIN WA 6477

Dear Sir,

## ***Council intention to dispose of 29 Brown Street, Bencubbin***

It is with concern that we the undersigned strongly object to the sale of the above property for what we believe to be a meagre amount of \$19,000 well below the advertised valuation of the property of \$85,000 - \$95,000.

Accepting such a low tender will most certainly send the wrong message about property and housing, to people both present and future, wishing to buy or sell in our town.

Whilst we appreciate that we are not aware of the facts why Council would consider such a tender, it does seem to us as being most contentious.

Yours sincerely,

John & Margaret Jeffries

A stylized handwritten signature in dark ink, appearing to read 'J.E. Jeffries'.

A cursive handwritten signature in dark ink, appearing to read 'Margaret Jeffries'.

Mr John Nuttall

CEO Shire of Mt Marshall

Bencubbin

Good morning,

To be distributed to Shire Administration and Councillors

SHIRE OF MT MARSHALL	
09 APR 2018	
File No	A2/28 & 83/18
Officer:	CEO
Copy:	

Submission relevant to intention to dispose of the property 29 Brown St Bencubbin WA

I was appalled to see the offer of \$19000 for the house 29 brown St Bencubbin 6477. A property valued at \$85-\$95K by an independent professional valuator. When I first saw this intention to dispose I believed it to be a typing error. I have now been told that this is the value of the offer.

What message does this convey to the community of Bencubbin, Mt Marshall and others?

1. That the Shire will consider and accept any offer for a house in town irrespective of an adverse outcome for the district. In this case around 22% of the valuation by a professional valuator.
2. Community members are apathetic- or do we recognise that any objections to the shire administration /Councillors decisions will result in the decision being made anyway.
3. I hold no property or mortgage in Bencubbin townsite. How does the Shire explain and justify their willingness to accept a ludicrous offer to community members holding significant mortgages in the town of Bencubbin. Their property will be devalued.
4. Community members wishing to sell a house in town are unlikely to be able to sell for anything near the professional valuation.
5. Are the rates going to be lowered? Given that the Shire administration and Councillors acceptance of \$19000-00 will lower the rate value for 29 Brown St. Conceivably also lower the rate value of any dwelling in Bencubbin town.
6. The Shire is setting a negative & non productive precedent. eg If a \$120K property loan is now devalued are community members paying a \$120K mortgage for a property (using the Shire's precedent) with a value of less than \$35000. What message will this give to banks and other lending authorities
7. If land in the area valued at \$100 a hectare was deliberately sold at \$20 a hectare there would be an outcry with many properties loosing valuation & equity. This also stands for town properties.

I place in writing my submission objecting to the acceptance by Mt Marshall Shire of \$19000 for the property 29 Brown St Bencubbin 6477. A written reply with justification for decision made by the Shire is requested.

Yours sincerely

Diane Morgan; Ratepayer

1112 Andrews tank Rd

Bencubbin 6477

08/04/2018

9 April 2018

Chief Executive Office  
Shire of Mt Marshall  
PO Box 20  
Bencubbin WA 6477

SHIRE OF MT MARSHALL	
Received	
09 APR 2018	
File No	A2/28.e 33/18
Officer	CEO
Copy	

Dear President, Councillors and CEO;

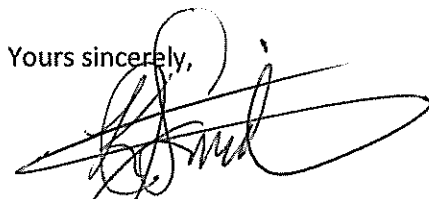
**Re: Submission in Opposition to selling 29 Brown Street, Bencubbin**

I wish to submit an objection to the proposed disposition of property 29 Brown Street Bencubbin for the following reasons:

- The offered prices of \$19,000 by Mr Craig Anderson is way too low if the property has been recently valued at \$85,000 - \$90,000.
- The sale of the property at this price will result in a significant reduction in value of the Bencubbin residential property market.
- The impact of this is that all residential property in Bencubbin will result in a decrease in value and this is not of benefit to the community and ratepayers.
- By not putting this property into the market place (sale or tender) this further limits the ability to attract new residents to the community.

I would like to offer the Shire of Mt Marshall \$35,000 to purchase this property.

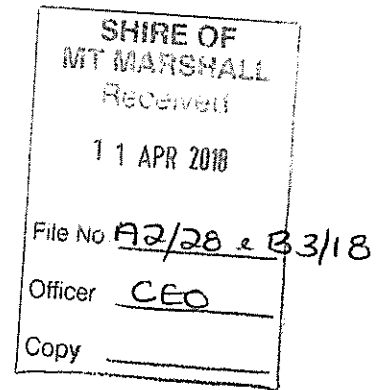
Yours sincerely,



Kevin Smith  
Bencubbin  
M: 0428 999816

## Nadine Richmond

**From:** John Nuttall  
**Sent:** Tuesday, 10 April 2018 8:27 PM  
**To:** Nadine Richmond  
**Subject:** Fwd: Sale of 29 Brown St Bencubbin



For records please

Sent from my iPhone



**John Nuttall**  
Chief Executive Officer  
80 Monger Street  
PO Box 20 BENCUBBIN WA 6477  
T: (08) 9685 1202  
M: 0427 851 202 E: [ceo@mtmarshall.wa.gov.au](mailto:ceo@mtmarshall.wa.gov.au)



[www.mtmarshall.wa.gov.au](http://www.mtmarshall.wa.gov.au)

Begin forwarded message:

**From:** Ann Gillett <[anngillett70@gmail.com](mailto:anngillett70@gmail.com)>  
**Date:** 10 April 2018 at 8:23:25 pm AWST  
**To:** <[ceo@mtmarshall.wa.gov.au](mailto:ceo@mtmarshall.wa.gov.au)>  
**Subject:** Sale of 29 Brown St Bencubbin

Dear John,

We are totally against the sale of 29 Brown St Bencubbin at the ridiculous price of \$19000, when the valuation is at least \$85000.

Is the Shire trying to down grade the Bencubbin housing market?

It is unbelievable that council could even consider such a meagre tender.

We hope common sense prevails and, an offer closer to the value of the property is achieved.

Yours Sincerely  
Peter & Ann Gillett.

The information contained in this email communication may be confidential. You should only read, disclose, re-transmit, copy, distribute, act in reliance on or commercialise the information if you are authorised by the Shire of Mt Marshall to do so. If you are not the intended recipient of this email communication, please notify us immediately by email to [admin@mtmarshall.wa.gov.au](mailto:admin@mtmarshall.wa.gov.au) or reply by email direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are those of the individual sender, except where the sender specifically states them to be the views of the Shire of Mt Marshall. While every effort has been made to ensure the integrity of this email the Shire of Mt Marshall does not represent, warrant or guarantee that the integrity of this communication has been maintained nor that the communication is free of errors, virus or interference.

Intention to Dispose of Property  
29 Brown Street, Bencubbin

In regards of the purchase of 29 Brown Street, Bencubbin. There is a great difference between the offer of \$19,000 and the valuation by Landmark as between \$85,000 and \$95,000.

There has been concern expressed that the offer of \$19,000 if accepted would be detrimental to the house prices in the town of Bencubbin. There is currently a house on the market in Hammond Street for \$110,000.

It is a view that those people effected by offer of \$19,000 fear a backlash if they were to express any opposition to the offer.

Some people have concern that one of the Councillors remained in the room and voted in favour of the resolution.

Mr Anderson is generally well regarded in the community.

*Jim. Cargy*

*11 April 2018*

SHIRE OF MT MARSHALL	
Received	
11 APR 2018	
File No	<u>72/28 + 33/18</u>
Officer	<u>CEO</u>
Copy	_____



<b>CHIEF EXECUTIVE OFFICER - JOHN NUTTALL</b>				
<b>REF</b>	<b>DECISION</b>	<b>STATUS</b>	<b>COMMENT</b>	<b>ESTIMATED COMPLETION</b>
<b>2018/2 – 011 March 2018</b>	<b>That Council:</b> <ol style="list-style-type: none"> <li><b>1. subject to Clause 19.2 of the current Agreement for Refuse and Waste Disposal Services, accept the option to extend the contract by a further three years;</b></li> <li><b>2. Direct the Chief Executive Officer to confirm acceptance of the option in writing to Avon Waste and enter negotiations with Avon Waste regarding collection rates under the extended contract; and</b></li> <li><b>3. subject to those negotiations, endorse a further contract of three years being entered into, and the Common Seal be placed upon that contract</b></li> </ol>	<b>Ongoing</b>	<b>Correspondence regarding extension of contract has been sent.</b>	<b>June 2018</b>

<b>CHIEF EXECUTIVE OFFICER - JOHN NUTTALL</b>				
<b>REF</b>	<b>DECISION</b>	<b>STATUS</b>	<b>COMMENT</b>	<b>ESTIMATED COMPLETION</b>
<b>2018/2 – 008 March 2018</b>	<b>That Council:</b> 1. Resolve the Shire should be part of the Local Action Group – Skeleton Weed Search Program, and direct the Chief Executive Officer to confirm the same in writing to the appropriate officers;	<b>Complete</b>		
<b>2018/2 – 007 March 2018</b>	<b>That Council:</b> 1. Subject to S3.58 (3) Local Government Act 1995 determine to dispose of the Shire Owned property at 27 Rowlands Street, Beacon; 2. Subject to S3.58 (3) Local Government Act 1995 direct the Chief Executive Officer to give local public notice that it is the intention of Council to dispose of 27 Rowlands Street, Beacon for \$40000 subject to any public comment; and 3. Direct the Chief Executive Officer to present any public comments along with a final recommendation relating to disposal of 27 Rowlands Street Beacon, to the April Ordinary Meeting of Council.	<b>Complete</b>	<b>Item in April Agenda</b>	
<b>2018/2 – 006 March 2018</b>	<b>That Council:</b> 1. Subject to S3.58 (3) Local Government Act 1995 determine to dispose of the Shire Owned property at 29 Brown Street, Bencubbin; 2. Subject to S3.58 (3) Local Government Act 1995 direct the Chief Executive Officer to give local public notice that it is the intention of the Shire to dispose of 29 Brown Street, Bencubbin for \$19000 subject to any public comment; and 3. Direct the Chief Executive Officer to present any public comments along with a final recommendation relating to disposal of 29 Brown Street Bencubbin, to the April Ordinary Meeting of Council.	<b>Complete</b>	<b>Item in April Agenda</b>	

CHIEF EXECUTIVE OFFICER - JOHN NUTTALL				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2018/2 – 005 March 2018	That Council, through the CEACA delegate at the Special Meeting on 26 March 2018, vote against adoption of the Constitution as currently presented, based upon the perceived risks presented in Sections 10.2 and 19.3 of the presented Constitution.	Complete		
2017/09-15 September 2017	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. resolve that new workers accommodation be constructed in Beacon to replace the Beacon Barracks accommodation;</li> <li>2. resolve that the new accommodation be sited to the West of the current Beacon Caravan Park;</li> <li>3. direct the Chief Executive Officer and obtain full costings for the new camp and present them to Council for a budget to be agreed as soon as possible; and</li> <li>4. direct the Chief Executive Officer to write to Public Transport Authority (WA) and request that one of the existing rooms be retained and gifted to the Shire to be preserved and used as a historical feature for the town.</li> </ol>	Ongoing	<p>Extension on the date of Beacon Barracks closure to December 2018.</p> <p>Clearing Application made</p> <p>Investigations into options underway.</p> <p><b>Item in April agenda. Matter to be listed in budget considerations for 2018/2019.</b></p>	December 2018
2017/07-4 July 2017	That Council, pursuant to section 58 Land Administration Act 1997 and clause 9 Land Administration Regulations 1998, endorse the closure of the section of Bencubbin-Kellerberrin Road as outlined in the sketch, and direct the Chief Executive Officer to request the Minister for Lands to take the necessary steps to permanently close that section of road.	Ongoing	A request has been sent to the Minister and awaiting their response.	June 2018

CHIEF EXECUTIVE OFFICER - JOHN NUTTALL				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2017/06-5 June 2017	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. subject to Section 6.8 (1) (b), increase the budget for the Bencubbin Recreation Complex Redevelopment capital expenditure account (8548) by \$75,000, to make a total of \$2,675,000. (Absolute Majority)</li> <li>2. subject to Section 6.8 (1) (b), increase the income for the Bencubbin Recreation Complex Redevelopment by \$75,000, with that income being provided by the BCRC. That income is to be held in reserve as contingency monies and be used only for unforeseen and necessary works arising during the course of the building project. (Absolute Majority)</li> <li>3. agree that the amount of contingency required for the project be \$99,258.</li> <li>4. agree that any unused contingency money, up to the value of \$75,000, be returned to the BCRC at the end of the building project.</li> <li>5. agree that should savings to the verbal quote be achieved during final negotiations with Devlyn, the BCRC contingency payment be reduced accordingly to achieve the contingency amount of \$99,258.</li> </ol>	Ongoing	<p>Written quote received. Engineering drawings being prepared.</p> <p>Contract currently being prepared. Awaiting for notification of start date.</p> <p>Builders on site from 18 September. Works are due to be completed mid-June 2018.</p>	June 2018

CHIEF EXECUTIVE OFFICER - JOHN NUTTALL				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2017/04-10 April 2017	<p>That Council:</p> <ol style="list-style-type: none"> <li>Subject to funding being provided by Water Corporation for essential works as indicated in attachment 12.1.15a accept the offer from Water Corporation of the transfer of ownership from the Water Corporation to the Shire of Mt Marshall of the following AA Dams: <ul style="list-style-type: none"> <li>Warkutting Tank</li> <li>Gabbining Tank</li> <li>Marindo Rocks</li> <li>Beebeegnying Tank</li> <li>Sand Soak Dam</li> </ul> </li> <li>Decline the offer from Water Corporation of the transfer of ownership from the Water Corporation to the Shire of Mt Marshall of the following AA Dams: <ul style="list-style-type: none"> <li>Wiacubbing Dam</li> <li>Gabbin Dam</li> <li>Snake Soak Dam</li> </ul> </li> <li>Direct the Chief Executive Officer to communicate the above resolution to the Water Corporation, and make the necessary arrangements for the transfer of the assets into the control of the Shire of Mt Marshall</li> </ol>	Ongoing	<p>Correspondence sent to Water Corporation advising them of the resolution, and asking to enter discussions regarding funding.</p> <p>Water Corp have agreed to pay \$5,000 per tank. Transfer of assets is underway.</p> <p>Matter sits with the Department of Lands.</p> <p>Department waiting on the outcome of native title settlement prior to any transfer.</p>	November 2018

CHIEF EXECUTIVE OFFICER - JOHN NUTTALL				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2017/022 February 2017	<p>That:</p> <ol style="list-style-type: none"> <li>1. Council Acknowledge an historic equity imbalance in the provision of facilities between the towns of Beacon and Bencubbin;</li> <li>2. A desktop review be undertaken on proposed infrastructure upgrades for Beacon and that a further report be made to Council with a view to implementing a 5 year development program for the town;</li> <li>3. That the Shire's Community Development Officer investigate and report on other local government models for the development and support of volunteers in both communities; and</li> <li>4. That any agreed infrastructure development program and volunteer support program be incorporated into the Shire's Community Strategic Plan</li> </ol>	Ongoing	<p>This will be a 'work in progress' for some time. Initial conversations have taken place with CDO. This will link to the SCP which will be adopted by the end of the financial year.</p> <p>The Strategic Community Plan is being presented to the August meeting, which is the starting point of the review.</p> <p>The Strategic Community Plan and the Corporate Business Plan were adopted in September and will hopefully address some issues.</p>	
2017/019 February 2017	That the Shire of Mt Marshall seek the freehold title of Reserves 22783 (43 Brown St, Bencubbin) and Reserve 23238 (16 Rowlands St, Beacon) to enable the freehold disposal of the land to the Central East Aged Care Alliance Inc for the purpose of "Aged Persons Accommodation".	Ongoing	<p>This matter is progressing, firstly through Housing Authority and then to Dept. of Lands</p> <p>Housing Authority has responded and the matter now sits with the Dept. Of Lands.</p> <p><b>Recent information has been received indicating that the matter is nearing conclusion.</b></p>	<b>May 2018</b>

CHIEF EXECUTIVE OFFICER - JOHN NUTTALL				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2016/120 Aug 2016	3. The Shire of Mt Marshall enter into a legal agreement with the Bencubbin Community Recreation Council for the repayment of the self-supporting loan of \$250,000.	Ongoing	<p>Draft agreement received from McLeods. Needs amending to suit local circumstances pending award of construction contract.</p> <p>Draft annotated and served on BCRC for comment.</p> <p>Following up the draft agreement with the BCRC.</p> <p>Negotiations ongoing with the BCRC.</p> <p>Matter followed up at last committee meeting</p>	<b>May 2018</b>

ENVIRONMENTAL HEALTH OFFICER – PETER TOBOSS				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2016/104 July 2016	That Council endorse, in accordance with section 3.12 of <i>Local Government Act 1995</i> , the giving of 42 days state wide public notice of intention to make the <i>Shire of Mt Marshall Health Amendment Local Law 2016</i> .	Stalled	Needs serious reworking	July 2018
		Reviewing	Await new EHO commencing to deal with this issue	
			EHO is currently reviewing the Health Local Laws. Upon completion of the reviewing process, a draft Shire of Mt Marshall Health Local Laws 2018 will be produced. Changes to the Health Act 1911 and the new Public Health Act 2016 is step forward to review and amend the old Shire of Mt Marshall Health Local Laws.	



# ENVIRONMENTAL HEALTH OFFICER - PETER TOBOSS

REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2011/197 December 2011	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Proceed with legal action for failing to comply with the Notice served under the Health Act 1911 Part V Dwellings Division 1 Houses unfit for occupation Sec. 139 served to Mrs GM Trainor by registered post on the 14/10/2009.</li> <li>2. That the dwelling located on Lot 10 Hammond Street Gabbin being of brick veneer, suspended timber floors and timber framed roof with clay tiles be declared condemned and that the dwelling is to be demolished and that a notice to that effect be issued with immediate effect and that the Land is to be cleaned up after removal of the dwelling pursuant to Health Act 1911 Part V Dwellings Division 1 Houses unfit for occupation Sec. 138 and that the demolition be completed within 82 days.</li> <li>3. After 82 days from the serving of the demolition notice that the principal Environmental Health Officer/Building Surveyor inspect Lot 10 Hammond Street Gabbin to determine compliance with the demolition notice.</li> </ol>	To be reviewed	<p>Scoping document for McLeods to be written and submitted for legal opinion/advice to proceed or not.</p> <p>Letter received from Trainors builder asking for info about what required for a building permit. Inspection of dwelling imminent.</p> <p>Building license issued for renovations, Works progressing.</p> <p>At completion of 2 years from date issue of license will investigate if suitable progress has been made BL issued 30/3/2012 and will expire on the 30/3/2014</p> <p>Will investigate works undertaken at expiry of BL and review.</p> <p>Oct 2014 - Inspection done, unable to track down builder for a report of works completed. Letter sent to owners of house requesting update of progress and intent for house. Continued over page</p>	<p>Be reviewed early April (expiry of BL) Onsite inspection planned 17 June 2014 to determine extent of works, letter to be written to Builder &amp; owners to say this will occur.</p> <p>PEHO is yet to establish contact with the owner/owners to discuss their action plan. It is estimated to be completed by April 2018</p>

ENVIRONMENTAL HEALTH OFFICER – PETER TOBOSS				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2011/197 December 2011 (continued)		Ongoing	<p>House inspected on 10/8/2016 – House is in need of repairs. Owner has advised that the Shire withdrew its order to demolish after an appeal was lodged with the State Administrative Tribunal. The owner will be undertaking repairs in the next few weeks.</p> <p>Await new EHO commencing to deal with this issue</p> <p>November 2017 - PEHO conducted site inspection; property is vacant with no person living in it. PEHO is yet to establish contact with the owner/owners and discuss the Health Notice placed on the property.</p>	

ENVIRONMENTAL HEALTH OFFICER – PETER TOBOSS				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2009/081 April 2009	That the dwelling located on Lot 94, Lindsay St, Beacon being of weather board walls over wooden stud frames, suspended timber floors and timber framed iron clad roof be declared unfit for human habitation from immediate effect of date of notification and also the Council place a work order on the said dwelling to bring the dwelling up to a standard deemed by the Environmental Health Officer/Building Surveyor to be compliant with the Health Act 1911, Shire of Mt Marshall Health Local Laws 2007 and Local Government (Miscellaneous Provisions) 1960 and that a period of time being 90 days of notification of dwelling unfit for habitation to be allowed to do such works and in the event of works not commenced to bring the dwelling to the said standard that a demolition order be placed on the said dwelling.	Ongoing	<p>Works inspected by EHO/BS and are acceptable. House Unfit for habitation to stay in effect until rear plumbing is confirmed done. Discussions with Ruth DeJong said they were keen to fix plumbing so they could get workers into the house BUT were out on jobs Statewide. Works ongoing when workhands available.</p> <p>House inspected on 10/08/2016. The house remains unfit for habitation by the owner's workers. The owner has been informed that the house needs to be made good before the order can be lifted and used for habitation.</p> <p>November 2017 - PEHO conducted site inspection; property is vacant with no person living in it. Health Notice on the door at the time of inspection. PEHO is yet to establish contact with the owner/owners.</p>	Ongoing.

FINANCE & ADMINISTRATION MANAGER – TANIKA MCLENNAN								
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION				
2018/2 – 022 March 2018	<p>That:</p> <p>1. the 7.5 month road budget review be received; and</p> <p>2. the following roadworks job be approved, utilising funds saved on Roads to Recovery and Council funded jobs to date:</p> <p><b>R2R031 Mouroubra Road \$26,198</b></p>	Complete						
2016/172 November 2016	<p>That:</p> <p>1) In accordance with section 6.71 of the Local Government Act 1995, ownership of Lots 45 and 46 Rowlands Street, Beacon (A6870 and A6871) be transferred to the Shire of Mt Marshall;</p> <p>2) In accordance with section 6.8 of the Local Government Act 1995, expenditure of \$1,300.02 be approved to settle outstanding water rates on Lots 45 and 46 Rowlands Street, Beacon; and</p> <p>3) In accordance with section 6.12 of the Local Government Act 1995, the following rates be written off:</p> <table><tr><td>A6870</td><td>\$7,867.50</td></tr><tr><td>A6871</td><td>\$7,867.50</td></tr></table>	A6870	\$7,867.50	A6871	\$7,867.50		<p>Transfer lodged, awaiting notification of completion.</p> <p>Document rejected for want of the Common Seal. Awaiting its return to affix Common Seal.</p> <p>Document resubmitted, awaiting confirmation of transfer</p> <p>Landgate advised that documents were still progressing through their legal team and could not give an estimated completion time.</p>	<p>Complete</p> <p>Complete</p> <p>December 2017</p>
A6870	\$7,867.50							
A6871	\$7,867.50							

<b>REGULATORY OFFICER – JACK WALKER</b>				
<b>REF</b>	<b>DECISION</b>	<b>STATUS</b>	<b>COMMENT</b>	<b>ESTIMATED COMPLETION</b>
<b>2018/2 – 020 March 2018</b>	<p><b>Planning approval be granted for the construction of a storage shed incorporating a 6m sea container and 9m Telecommunication mast on Location 3151 Burakin – Wialki Road, Beacon with the following conditions:</b></p> <p>a) the proposed development will be classified as a Class 10A structure (non-habitable building - shed) under the National Construction Codes (BCA). The construction of Class 10A structures outside of town site boundaries within the Shire of Mt Marshall does not require a building permit, however, it is the responsibility of the applicant to ensure that the proposed structure complies with all structural requirements specified by the relevant Australian Standards;</p> <p>b) the proposed storage shed may only be used for storage purposes and must not be used for habitation at any time.</p>	<b>Completed</b>	<b>DA has been issued to South West Wireless WA and Town Planning fees have been paid.</b>	<b>March 2018</b>

<b>REGULATORY OFFICER – JACK WALKER</b>				
<b>REF</b>	<b>DECISION</b>	<b>STATUS</b>	<b>COMMENT</b>	<b>ESTIMATED COMPLETION</b>
<b>2018/2 – 019 March 2018</b>	<p>Planning approval be granted for the construction of a storage shed incorporating a sea container adjacent to the existing 30m tower on Location 2096 Aitken – Koonkoobing Road, Welbungin with the following conditions:</p> <p>a) the proposed development will be classified as a Class 10A structure (non-habitable building - shed) under the National Construction Codes (BCA). The construction of Class 10A structures outside of town site boundaries within the Shire of Mt Marshall does not require a building permit, however, it is the responsibility of the applicant to ensure that the proposed structure complies with all structural requirements specified by the relevant Australian Standards;</p> <p>b) the proposed storage shed may only be used for storage purposes and must not be used for habitation at any time.</p>	<b>Completed</b>	<b>DA has been issued and Town Planning fees have been paid.</b>	<b>March 2018</b>

REGULATORY OFFICER – JACK WALKER				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2018/1 – 012 February 2018	That Council, pursuant to section 58 Land Administration Act 1997 and clause 9 Land Administration Regulations 1998, endorse the closure of the section of Potts Road as outlined by the Department of Planning, Lands and Heritage SmartPlan below and direct the Chief Executive Officer to request the Minister for Lands to take the necessary steps to permanently close that section of road.	Ongoing	Waiting on a reply from the Minister	May 2018
2017/05-18 May 2017	That: 1. Council resolve not to proceed with the Extractive Industries Local Law.	Completed		
	2. The Chief Executive Officer be directed to draw up and present to Council an Extractive Industries Local Planning Policy.	Current	Staff are in the process of drafting a policy	May 2018
2016/178 November 2016	That: 1. an application be submitted to Main Roads WA to have Medlin Street, Calderwood Drive, Lindsay Street, Shemeld Street and Hamilton Street Beacon added to the RAV Network 4 and RAV Network 7; and	Completed	Advice from MRDWA is that the application was not successful. Reason given was that “MRD will not be adding RAV ACCESS at this point in time due to the regions Network Strategy”	October 2017
	2. an application be submitted to Main Roads WA seeking permission to install Give Way signs at the East end of Calderwood Drive, Beacon and the West end of the Beacon Grain Bin Road.	Ongoing	Main Roads have been advised and will assess the situation.	April 2018

REGULATORY OFFICER – JACK WALKER				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2016/155 Oct 2016 Continued	h) Consent is given to the Department of Fire and Emergency Services to issue identity cards to Mt Marshall Fire Brigade members.	Ongoing	DFES require all volunteers to submit a photo, waiting for harvest and holidays to be completed before following up	April 2018
2016/110 July 2016	<p>That Council endorse the recommendation of the Wheatbelt North East Sub Regional Road Group in relation to the Wheatbelt Freight Plan as follows: That:</p> <p>a) The following “Collector” Routes within the WNE SRRG road network:</p> <ol style="list-style-type: none"> <li>1 Wyalkatchem to Southern Cross Route</li> <li>2 Cunderdin to Wyalkatchem Route</li> <li>3 Wongan Hills to Koorda Route</li> <li>4 Hines Hill to Burakin Route</li> <li>5 Kulja to Dalwallinu Route</li> <li>6 Kellerberrin to Beacon Route</li> <li>7 Warralakin to Burracoppin Route</li> <li>8 Bruce Rock to Moorine Rock Route</li> </ol> <p>be endorsed as our Wheatbelt Freight Plan routes.</p> <p>b) All of the 2030 roads within these eight (8) WFP “collector” routes be allocated a single RAV access level of Network 7.</p> <p>c) All of the 2030 roads within these eight (8) WFP “collector” routes be allocated an AMMS level of 2, except for the Mukinbudin / Wialki Rd within the Shire of Mukinbudin from SLK 0.0 – 25.00 (Mukinbudin – Bonnie Rock Rd intersection), which is to be kept at its current level 3.</p>	Ongoing	Awaiting confirmation that the Wheatbelt Freight Plan has been adopted.	April 2018



ENGINEERING ADMINISTRATION OFFICER – JACK WALKER				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2008/083 April 2008	<p>That the Shire of Mt Marshall Local Law Relating to Dogs be amended as follows:</p> <p>15    2)    Remove (e) Beacon Recreation Reserve No 36172</p> <p>15    (2)    Remove (f) Bencubbin Recreation Reserve No 21535</p> <p>15    (2)    Amend (g) to be denoted (e)</p> <p>Insert 15 (3) Fouling of Streets and Public Places</p> <p>Any person liable for the control of a dog as defined in Section 3(1) of the Act, who permits the dog to excrete on any street or public place or on any land within the District without the consent of the occupier commits an offence unless the excreta is removed forthwith and disposed of either on private land with the consent of the occupier or in such other manner as the local government may approve.</p> <p>16    (2)    Remove (a) All freehold land owned by the Shire of Mt Marshall.</p> <p>16    (2)    Remove (b) All reserves owned by the Shire of Mt Marshall or under the care control and management of the Shire.</p> <p>Insert 16 (2) (a) Beacon Recreation Reserve No 36172 (outside the fenced oval area) providing there are no organised activities upon this reserve.</p> <p>Insert 16 (2) (b) Bencubbin Recreation Reserve No 29824.</p>	Ongoing	Proposed changes to be advertised.	September 2009

<b>EXECUTIVE ASSISTANT – NADINE RICHMOND</b>				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2018/2 – 012 March 2018	That Council adopt the revised Policy and Procedures Manual 2018	Complete	Updated Policy Manual now available on the Shire's website and in Councillors dropbox.	
2018/2 – 010 March 2018	3. Subject to Section 5.10 (1) Local Government Act 1995 appoint Mr Murray Cooper to be the farmer representative on the Local Action Group – Skeleton Weed Search Program	Complete	Committee booklet updated and available.	
2018/2 – 009 March 2018	2. Subject to Section 5.10 (1) Local Government Act 1995 appoint Cr SR Putt to be the Councillor representative on the Local Action Group – Skeleton Weed Search Program; and	Complete	Committee booklet updated and available.	
2018/2 – 004 March 2018	That the Compliance Audit Return (as attached) for the period from 1 January 2017 to 31 December 2017 be adopted and recorded in the minutes as required by the Local Government (Audit) Regulations 1996.	Complete	CAR Submitted via DLGC's Smarthub	
2016/122 Aug 2016	That Council authorise the President and Acting CEO to apply the Shire of Mt Marshall common seal in accordance with the Local Government Act 1995, Section 9:49A (3) to the Shire of Mt Marshall Health Amendment Local Law 2016.			

## COMMUNITY DEVELOPMENT OFFICER – OLIVIA GRANICH

REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2017/022 February 2017	<p>That:</p> <ol style="list-style-type: none"> <li>1. Council Acknowledge an historic equity imbalance in the provision of facilities between the towns of Beacon and Bencubbin;</li> <li>2. A desktop review be undertaken on proposed infrastructure upgrades for Beacon and that a further report be made to Council with a view to implementing a 5 year development program for the town;</li> <li>3. That the Shire's Community Development Officer investigate and report on other local government models for the development and support of volunteers in both communities; and</li> <li>4. That any agreed infrastructure development program and volunteer support program be incorporated into the Shire's Community Strategic Plan</li> </ol>	Ongoing	CDO liaising with Volunteers WA Wheatbelt Hub to source information that will assist with the development of the report.	

## COMMUNITY DEVELOPMENT OFFICER – OLIVIA GRANICH

REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2016/190 December 2016	<p>That:</p> <ol style="list-style-type: none"> <li>the Shire of Mt Marshall engage a consultant to undertake a Needs Assessment &amp; Feasibility Study for a new Mt Marshall Aquatic Centre based on the methodology and deliverables outlined in the Needs Assessment &amp; Feasibility Study Criteria; and</li> <li>for the purposes of the study, the site for any new aquatic facility be confined to the Beacon Recreation Complex site, the Bencubbin Recreation Complex site and the current aquatic centre site.</li> </ol>	<b>Ongoing</b>	<p>CDO acquired quotes from consultants to undertake this work. ABV Leisure Consultants to undertake the project. ABV currently reviewing Shires strategic documents and pool history. Survey and public consultation complete. Draft Needs Assessment presented in September, provided to Council to review.</p> <p>ABV are currently working on the Feasibility Study and cost estimates for the recommended options from the Needs Analysis. Draft report expected to be presented in Feb/March 18.</p> <p>CDO is acquiring quotes to engage a Quantity Surveyor to cost the capital works, lifecycle costings and lifespan replacement cost for the Mt Marshall Aquatic centre. Concept plans are nearing completion and are expected to be presented April 18.</p> <p><b>Continued over page</b></p>	

<b>COMMUNITY DEVELOPMENT OFFICER – OLIVIA GRANICH</b>				
REF	DECISION	STATUS	COMMENT	ESTIMATED COMPLETION
2016/190 December 2016		Ongoing	Quantity Surveyor has been engaged and costings expected to be complete by the end of April 18.	



# Shire of Mt Marshall

— THE SANDALWOOD SHIRE —

## Meeting Dates 2018/2019

### Ordinary Meetings of Council

17 July 2018	Recess - January 2019
21 August 2018	12 February 2019
18 September 2018	19 March 2019
16 October 2018	16 April 2019*
20 November 2018 *	21 May 2019
18 December 2018	18 June 2019*

Ordinary meetings of Council are held on the third Tuesday of every month in Council Chambers, 80 Monger St, Bencubbin commencing at 3:00pm (unless advertised otherwise). These meetings are open to the public, with the first 15 minutes set aside as public question time.

\* Being held at Beacon Country Club, Lucas Street, Beacon

An Electors' General Meeting is held each financial year (typically in February) with notification being provided in the local newspapers.

The dates and commencement times of the following Council committees are yet to be advised. They will be advertised locally.

**Mt Marshall Audit Committee**

**Bush Fire Advisory Committee**

**Local Emergency Management Committee**

**Mt Marshall Safety Committee**

**Bencubbin Multipurpose Complex Steering Committee**

Meeting agendas are available online at [www.mtmarshall.wa.gov.au](http://www.mtmarshall.wa.gov.au), or upon request from the Executive Assistant, Ms Nadine Richmond by phoning 08 9685 1202, or emailing [ea@mtmarshall.wa.gov.au](mailto:ea@mtmarshall.wa.gov.au)



## **Shire of Mt Marshall**

### **Monthly Statement of Financial Activity**

**For the Period 1 July 2017 to 31 March 2018**

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**Shire of Mt Marshall**  
**Statement of Financial Activity**  
**For the period 1 July 2017 to 31 March 2018**

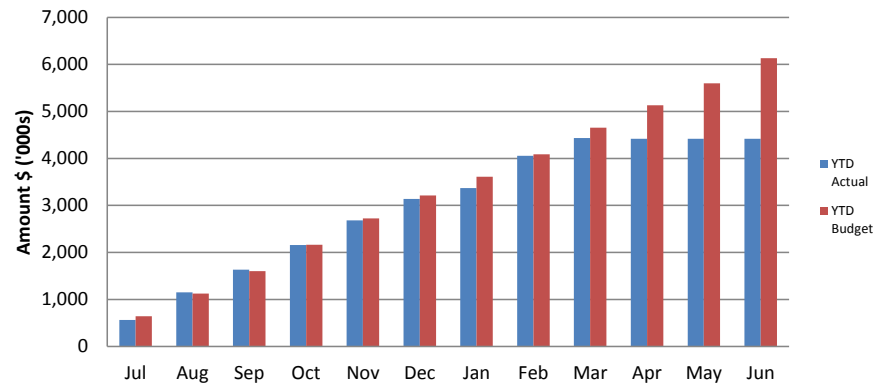
		Actual YTD 2017/2018	Budget YTD 2017/2018	Original Full Year Budget 2017/2018	Variance Budget to Actual YTD	
	NOTE				%	\$
<b>Operating Revenue</b>						
Governance		45,626	24,520	28,399	86%	21,106
General Purpose Funding		929,008	1,000,176	1,322,909	(7%)	(71,168)
Law, Order & Public Safety		324,168	10,068	13,443	3120%	314,100
Health		112,851	98,100	130,800	15%	14,751
Education & Welfare		84,540	60,814	81,101	39%	23,726
Housing		125,916	128,097	170,820	(2%)	(2,181)
Community Amenities		109,868	137,509	139,899	(20%)	(27,641)
Recreation & Culture		478,440	942,915	1,051,449	(49%)	(464,475)
Transport		1,165,041	1,384,835	2,006,528	(16%)	(219,794)
Economic Services		122,515	168,325	221,935	(27%)	(45,810)
Other Property & Services		60,980	59,688	74,600	2%	1,292
		<b>3,558,952</b>	<b>4,015,046</b>	<b>5,241,882</b>		
<b>Operating Expenses</b>						
Governance		(323,515)	(370,728)	(431,176)	(13%)	47,213
General Purpose Funding		(45,450)	(52,020)	(69,371)	(13%)	6,570
Law, Order & Public Safety		(154,482)	(85,794)	(112,080)	80%	(68,688)
Health		(174,334)	(185,336)	(267,025)	(6%)	11,002
Education & Welfare		(186,808)	(184,267)	(243,435)	1%	(2,541)
Housing		(384,798)	(427,996)	(541,937)	(10%)	43,198
Community Amenities		(157,537)	(193,214)	(257,623)	(18%)	35,677
Recreation & Culture		(669,724)	(627,896)	(849,490)	7%	(41,828)
Transport		(1,975,916)	(2,075,211)	(2,771,956)	(5%)	99,295
Economic Services		(325,078)	(423,024)	(562,388)	(23%)	97,946
Other Property & Services		(34,727)	(28,325)	(24,981)	23%	(6,402)
		<b>(4,432,369)</b>	<b>(4,653,811)</b>	<b>(6,131,463)</b>		
<b>Adjustments for Non-Cash (Revenue) and Expenditure</b>						
(Profit)/Loss on Asset Disposals	2	32,401	60,000	60,000		
Employee benefit Provisions Cash Backed		1,697	4	4		
Depreciation on Assets		1,826,284	1,515,039	2,272,558		
<b>Capital Revenue and (Expenditure)</b>						
Purchase Property Plant & Equipment	1	(2,213,534)	(2,501,579)	(3,230,361)		
Purchase Infrastructure Assets	1	(1,122,658)	(2,248,581)	(2,679,978)		
Repayment of Debenture	3	(55,258)	(55,258)	(106,412)		
Proceeds from New Debenture	3	0	0	0		
Self-Supporting Loan Principal Income		8,128	8,128	19,407		
Proceeds from Disposal of Assets	2	122,777	122,777	260,000		
<b>Reserves and Restricted Funds</b>						
Transfers to Reserves	4	(467,793)	(467,793)	(486,659)		
Transfers from Reserves	4	1,050,570	1,050,570	1,633,127		
ADD Net Current Assets July 1 B/Fwd.	5	1,788,610	1,787,900	1,787,900		
LESS Net Current Assets Year to Date	5	(1,434,122)	7,563	0		
<b>Amount Raised from Rates</b>	<b>6</b>	<b>(1,336,315)</b>	<b>(1,359,995)</b>	<b>(1,359,995)</b>		



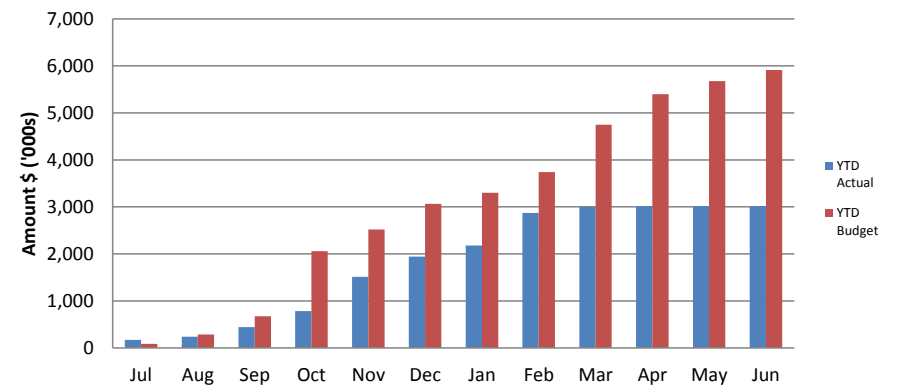
## Shire of Mt Marshall

For the period 1 July 2017 to 31 March 2018

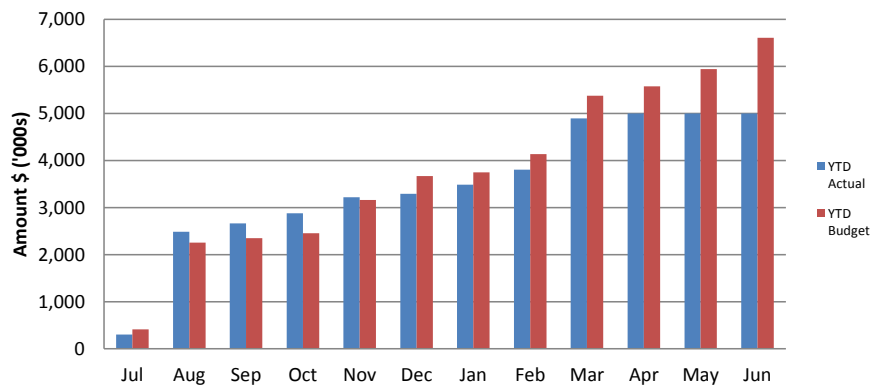
### Operating Expenditure



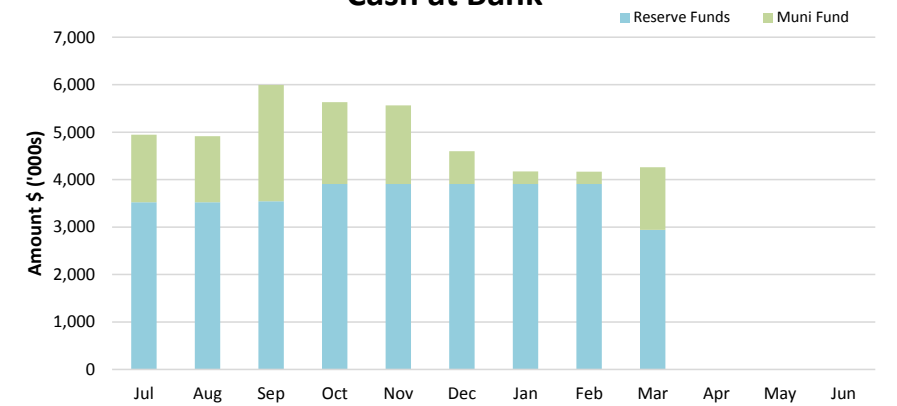
### Capital Works & Equipment Purchases



### Operating Income



### Cash at Bank



# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

	2017/18 Adopted Budget \$	31-Mar-18 Actual \$	31-Mar-18 Budget YDT \$
<b>1. ACQUISITION OF ASSETS</b>			
The following assets have been acquired during the period under review:			
<b><u>By Program</u></b>			
<b>Governance</b>			
<i>Administration General</i>			
Purchase Vehicle - Admin	85,000	77,658	85,000
<b>Law Order &amp; Public Safety</b>			
<i>Fire Vehicles</i>			
Isuzu FSS600 Fire Tender	0	330,521	0
<b>Health</b>			
<i>NEW Health Vehicles</i>			
New Health Purchase Of Motor Vehicle	25,000	72,805	25,000
<b>Education &amp; Welfare</b>			
<i>Aged &amp; Disabled Welfare</i>			
Purchase Land & Buildings - Welfare Aged	81,600	81,600	81,600
Land & Buildings - Other Welfare	0	0	0
<b>Community Amenities</b>			
<i>Protection of the Environment</i>			
Land & Buildings - Community Amenities	5,000	0	5,000
<i>Other Community Ammenities</i>			
Beacon And Bencubbin Water Collection	57,750	30,217	43,308
Purchase Of Plant	12,000	12,463	12,000
<b>Recreation and Culture</b>			
<i>Sporting Facilities</i>			
Land & Buildings - Sporting Facilities	15,000	2,873	15,000
Infrastructure Other Purchases	30,000	0	30,000
Land & Buildings - Bencubbin Recreation	2,447,761	1,495,260	1,718,979
<b>Transport</b>			
<i>Construction - Roads, Bridges, Depots</i>			
Roads To Recovery Road Works	918,567	292,662	801,614
State Road Projects Grant	1,163,861	731,917	1,163,861
Municipal Road Construction	89,800	66,950	89,800
Footpath Construction	20,000	750	19,998
<i>Road Plant Purchases</i>			
Plant Purchases	440,000	86,606	440,000
Motor Vehicle Purchases	97,000	53,749	97,000
<i>Airstrips</i>			
Beacon Airstrip Upgrade	400,000	0	100,000
<b>Economic Services</b>			
<i>Tourism &amp; Area Promotion</i>			
Purchase Land And Buildings	22,000	0	22,000
<i>Other Economic Services</i>			
Infrastructure Other	0	0	0
	<u>5,910,339</u>	<u>3,336,192</u>	<u>4,750,160</u>

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

1. ACQUISITION OF ASSETS (Continued)	2017/18 Adopted Budget \$	31-Mar-18 Actual \$	31-Mar-18 Budget YDT \$
The following assets have been acquired during the period under review:			
<b><u>By Class</u></b>			
Land Held for Resale - Current	0	0	0
Land Held for Resale - Non Current	0	0	0
Land	0	0	0
Land & Buildings	2,571,361	1,579,732	1,842,579
Furniture & Equipment	0	0	0
Motor Vehicles	207,000	204,212	207,000
Plant & Equipment	452,000	429,590	452,000
Infrastructure - Roads	2,172,228	1,091,692	2,055,275
Infrastructure - Footpaths	20,000	750	19,998
Infrastructure - Ovals & Parks	0	0	0
Infrastructure - Other	487,750	30,217	173,308
	<u>5,910,339</u>	<u>3,336,192</u>	<u>4,750,160</u>

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

### 2. DISPOSALS OF ASSETS

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

<u>By Program</u>	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	March 2018 Actual \$	2017/18 Budget \$	March 2018 Actual \$	2017/18 Budget \$	March 2018 Actual \$
<b>Administration</b>						
Admin Vehicle	47,000	46,445	60,000	52,727	13,000	6,282
<b>Law Order &amp; Public Safety</b>						
1998 Hino Fire Appliance	0	50,939	0	16,364	0	(34,576)
<b>Health</b>						
NEW Health Vehicles	0	35,504	60,000	35,504	60,000	0
<b>Housing</b>						
Lot 158 Brown St, Bencubbin	105,000	0	20,000	0	(85,000)	0
<b>Transport</b>						
Grader	110,000	0	70,000	0.00	(40,000)	0
UD Nissan 5 Tonne Mtc	22,000	0	20,000	0.00	(2,000)	0
Utility - MM276	13,000	13,041	10,000	9,090.91	(3,000)	(3,950)
Utility - MM136	13,000	0	10,000	0	(3,000)	0
Utility - MM170	10,000	9,248	10,000	9,090.91	0	(157)
	320,000	155,178	260,000	122,777	(60,000)	(32,401)

### By Class of Asset

	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	March 2018 Actual \$	2017/18 Budget \$	March 2018 Actual \$	2017/18 Budget \$	March 2018 Actual \$
Motor Vehicles	47,000	132,889	120,000	104,595	73,000	(28,294)
Land & Buildings	105,000	0	20,000	0	(85,000)	0
Plant & Equipment	168,000	22,289	120,000	18,182	(48,000)	(4,107)
	320,000	155,178	260,000	122,777	(60,000)	(32,401)

### Summary

Profit on Asset Disposals  
Loss on Asset Disposals

2017/18 Adopted Budget \$	March 2018 Actual \$
73,000	6,282
(133,000)	(38,683)
(60,000)	(32,401)

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

### 3. INFORMATION ON BORROWINGS

#### (a) Debenture Repayments

Particulars	Principal 1-Jul-17	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$
<b>General Purpose Funding</b>									
Loan 119 - Benny Mart *	29,831	0	0	10,913	8,128	18,918	21,703	797	642
<b>Housing</b>									
Loan 118 - Staff Housing	114,773	0	0	55,613	27,377	59,160	87,396	6,348	3,485
<b>Recreation &amp; Culture</b>									
Loan 120 - Bencubbin Rec Complex Shire	432,600	0	0	14,699	7,279	417,901	425,321	16,515	5,407
Loan 121 - Bencubbin Rec SAR	491,300	0	0	16,693	8,267	474,607	483,033	18,756	6,141
Loan 122 - Bencubbin Rec Complex CRC*	250,000	0	0	8,494	4,207	241,506	245,793	9,544	3,125
<i>(Anticipated Lending Dates 2017/18)</i>									
	1,318,504	0	0	106,412	55,258	1,212,092	1,263,246	51,960	18,801

(\*) Self supporting loan financed by payments from third parties.

All other loan repayments were financed by general purpose revenue.

#### (b) New Debentures - 2016/17

Council is currently negotiating new debentures in relation to the Bencubbin Recreation Complex Redevelopment as above.

It is anticipated that the new debentures will be taken out in the 2017/18 financial year and no repayments will be made during the current financial year.

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

	2017/18 Adopted Budget \$	March 2018 Actual \$
<b>4. CASH BACKED RESERVES</b>		
<b>(a) Plant Replacement Reserve</b>		
Opening Balance	423,392	423,392
Amount Set Aside / Transfer to Reserve	10,585	7,685
Amount Used / Transfer from Reserve	(73,000)	(73,000)
	<u>360,977</u>	<u>358,077</u>
<b>(b) Aged Care Units Reserve</b>		
Opening Balance	169,020	169,020
Amount Set Aside / Transfer to Reserve	4,225	3,065
Amount Used / Transfer from Reserve	(81,600)	(81,600)
	<u>91,645</u>	<u>90,485</u>
<b>(c) Community Housing Reserve</b>		
Opening Balance	39,103	39,103
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	(39,103)	(39,103)
	<u>0</u>	<u>(0)</u>
<b>(d) Housing Reserve</b>		
Opening Balance	33,500	33,500
Amount Set Aside / Transfer to Reserve	214,941	217,503
Amount Used / Transfer from Reserve	0	0
	<u>248,441</u>	<u>251,003</u>
<b>(e) Employee Entitlements Reserve</b>		
Opening Balance	93,414	93,414
Amount Set Aside / Transfer to Reserve	2,335	1,697
Amount Used / Transfer from Reserve	0	0
	<u>95,749</u>	<u>95,111</u>
<b>(f) Public Amenities &amp; Buildings Reserve</b>		
Opening Balance	552,005	552,007
Amount Set Aside / Transfer to Reserve	13,800	10,015
Amount Used / Transfer from Reserve	(308,700)	(308,700)
	<u>257,105</u>	<u>253,322</u>
<b>(g) Mt Marshall Aquatic Centre Development Reserve</b>		
Opening Balance	868,179	868,179
Amount Set Aside / Transfer to Reserve	71,704	66,353
Amount Used / Transfer from Reserve	0	0
	<u>939,883</u>	<u>934,532</u>
<b>(h) Community Bus Reserve</b>		
Opening Balance	115,072	115,072
Amount Set Aside / Transfer to Reserve	2,877	2,087
Amount Used / Transfer from Reserve	0	0
	<u>117,949</u>	<u>117,159</u>

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

	2017/18 Adopted Budget \$	March 2018 Actual \$
<b>4. RESERVES (Continued)</b>		
<b>(i) Bencubbin Recreation Complex Reserve</b>		
Opening Balance	1,138,653	1,138,653
Amount Set Aside / Transfer to Reserve	28,466	20,667
Amount Used / Transfer from Reserve	(1,128,847)	(546,289)
	<u>38,272</u>	<u>613,031</u>
<b>(j) Office Equipment Reserve</b>		
Opening Balance	15,941	15,941
Amount Set Aside / Transfer to Reserve	399	288
Amount Used / Transfer from Reserve	0	0
	<u>16,340</u>	<u>16,229</u>
<b>(k) Economic Development Reserve</b>		
Opening Balance	4,250	4,250
Amount Set Aside / Transfer to Reserve	70,106	70,909
Amount Used / Transfer from Reserve	0	0
	<u>74,356</u>	<u>75,159</u>
<b>(l) Integrated Planning/Financial Reporting Reserve</b>		
Opening Balance	1,878	1,878
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	(1,878)	(1,878)
	<u>0</u>	<u>0</u>
<b>(m) Beacon Accommodation Reserve</b>		
Opening Balance	68,834	68,834
Amount Set Aside / Transfer to Reserve	51,721	51,842
Amount Used / Transfer from Reserve	0	0
	<u>120,555</u>	<u>120,676</u>
<b>(n) Medical Enhancement Reserve</b>		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	7,500	7,588
Amount Used / Transfer from Reserve	0	0
	<u>7,500</u>	<u>7,588</u>
<b>(o) Bencubbin Community Resource Centre Reserve</b>		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	8,000	8,093
Amount Used / Transfer from Reserve	0	0
	<u>8,000</u>	<u>8,093</u>
<b>Total Cash Backed Reserves</b>	<u><u>2,376,772</u></u>	<u><u>2,940,466</u></u>

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

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

	2017/18 Adopted Budget \$	March 2018 Actual \$
<b>4. RESERVES (Continued)</b>		
<b>Cash Backed Reserves (Continued)</b>		
<b>Summary of Transfers To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
Plant Replacement Reserve	10,585	7,685
Aged Care Units Reserve	4,225	3,065
Community Housing Reserve	0	0
Housing Reserve	214,941	217,503
Employee Entitlements Reserve	2,335	1,697
Public Amenities & Buildings Reserve	13,800	10,015
Mt Marshall Aquatic Centre Development Rese	71,704	66,353
Community Bus Reserve	2,877	2,087
Bencubbin Recreation Complex Reserve	28,466	20,667
Office Equipment Reserve	399	288
Economic Development Reserve	70,106	70,909
Integrated Planning/Financial Reporting Reserv	0	0
Beacon Accommodation Reserve	51,721	51,842
Medical Enhancement Reserve	7,500	7,588
Bencubbin Community Resource Centre Reser	8,000	8,093
	<b>486,659</b>	<b>467,793</b>
<b>Transfers from Reserves</b>		
Plant Replacement Reserve	(73,000)	(73,000)
Aged Care Units Reserve	(81,600)	(81,600)
Community Housing Reserve	(39,103)	(39,103)
Housing Reserve	0	0
Employee Entitlements Reserve	0	0
Public Amenities & Buildings Reserve	(308,700)	(308,700)
Mt Marshall Aquatic Centre Development Rese	0	0
Community Bus Reserve	0	0
Bencubbin Recreation Complex Reserve	(1,128,847)	(546,289)
Office Equipment Reserve	0	0
Economic Development Reserve	0	0
Integrated Planning/Financial Reporting Reserv	(1,877)	(1,878)
Beacon Accommodation Reserve	0	0
Medical Enhancement Reserve	0	0
Bencubbin Community Resource Centre Reser	0	0
	<b>(1,633,127)</b>	<b>(1,050,570)</b>
<b>Total Transfer to/(from) Reserves</b>	<b>(1,146,468)</b>	<b>(582,777)</b>



## Shire of Mt Marshall

### Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

#### 4. RESERVES (Continued)

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

**Plant Replacement Reserve**

- To fund the purchase of plant which exceeds Council's capitalisation threshold, so as to avoid undue heavy burden in a single year

**Aged Care Units Reserve**

- To fund capital works on existing Aged Care Units or construction of new Aged Care Units.

**Community Housing Reserve**

- To fund the future maintenance of Homeswest Joint Venture/Community Housing projects

**Housing Reserve**

- To fund the replacement of housing and any major maintenance

**Employee Entitlement Reserve**

- To be used to fund Long Service Leave requirement / other accrued leave

**Public Amenities & Buildings**

- To help fund future building maintenance requirements to the shire's buildings.

**Mt Marshall Aquatic Centre Development**

- To finance future capital and maintenance upgrades for the Mt Marshall Aquatic Centre

**Community Bus Reserve**

- To finance the replacement of the community bus

**Bencubbin Recreation Complex**

- To provide funding for future extensions to the Bencubbin Complex

**Office Equipment**

- To replace office equipment as required

**Integrated Planning/Financial Reporting Reserve**

- To set aside funds for expenditure on Council's integrated planning process.

**Beacon Accommodation Reserve**

- To set aside funds for the provision of transient accommodation in Beacon.

**Economic Development Reserve**

- To set aside funds for Economic Development initiatives.

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

	2017/18 B/Fwd Per Approved Budget \$	2016/17 B/Fwd Per Financial Report \$	March 2018 Actual \$
<b>5. NET CURRENT ASSETS</b>			
<b>Composition of Estimated Net Current Asset Position</b>			
<b>CURRENT ASSETS</b>			
Cash - Unrestricted	2,448,039	2,448,039	1,367,054
Cash - Restricted Unspent Grants	0	0	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	3,523,240	3,523,240	2,940,464
Rates Outstanding	129,874	129,874	177,181
Sundry Debtors	202,045	202,045	114,361
Provision for Doubtful Debts	(63,433)	(63,433)	(56,951)
Gst Receivable	(79)	79,237	7,980
Accrued Income/Payments In Advance	0	0	(1,593)
Loans - Clubs/Institutions	0	0	0
Inventories	21,963	21,963	5,364
	<u>6,261,649</u>	<u>6,340,965</u>	<u>4,553,860</u>
<b>LESS: CURRENT LIABILITIES</b>			
Sundry Creditors	(801,179)	(801,179)	(11,332)
Accrued Interest On Loans	(8,055)	(8,055)	0
Accrued Salaries & Wages	(4,823)	(4,823)	(922)
Income In Advance	0	0	0
Gst Payable	(1)	(79,317)	(5,453)
Payroll Creditors	(1,291)	(581)	(28,104)
Accrued Expenses	0	0	0
FBT Liability	0	0	0
Current Employee Benefits Provision	(228,574)	(228,574)	(228,574)
Current Loan Liability	(1)	(106,413)	(51,155)
	<u>(1,043,924)</u>	<u>(1,228,942)</u>	<u>(325,540)</u>
<b>NET CURRENT ASSET POSITION</b>	<b>5,217,725</b>	<b>5,112,023</b>	<b>4,228,320</b>
Less: Cash - Reserves - Restricted	(3,523,240)	(3,523,240)	(2,940,464)
Less: Cash - Unspent Grants - Restricted	0	0	0
Less: Current Loans- Clubs / Institutions	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	93,414	93,414	95,111
Add Back : Current Loan Liability	1	106,413	51,155
Adjustment for Trust Transactions Within Muni	0	0	0
<b>ESTIMATED SURPLUS/(DEFICIENCY) C/FWD</b>	<u><b>1,787,900</b></u>	<u><b>1,788,610</b></u>	<u><b>1,434,122</b></u>

# Shire of Mt Marshall

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

For the Period 1 July 2017 to 31 March 2018

### 6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2017/18 Rate Revenue \$	2017/18 Interim Rates \$	2017/18 Back Rates \$	2017/18 Total Revenue \$	2017/18 Budget \$
<b>General Rate</b>								
GRV	0.126380	131	765,707	96,770			96,770	96,770
UV	0.018321	310	69,319,494	1,270,002			1,270,002	1,270,002
Mining	0.018321	1	4,100	753			753	753
<b>Sub-Totals</b>		442	70,089,301	1,367,525	0	0	1,367,525	1,367,525
<b>Minimum Rates</b>	<b>Minimum \$</b>							
GRV	395	42	194,853	16,590			16,590	16,590
UV	395	25	53,998	9,875			9,875	9,875
Mining	395	12	10,593	4,740			4,740	4,740
<b>Sub-Totals</b>		37	64,591	14,615	0	0	31,205	31,205
Discounts							1,398,730	1,398,730
Rates Written off							(53,979)	(50,000)
<b>Total Amount of General Rates</b>							(147)	(200)
Movement in Excess Rates							1,344,604	1,348,530
Ex Gratia Rates							(24,176)	(3,536)
Specified Area Rates							15,887	15,000
<b>Total Rates</b>							28,262	28,262
							1,336,316	1,388,256

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

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

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

## Shire of Mt Marshall

### Notes to and forming part of the Statement of Financial Activity

**For the Period 1 July 2017 to 31 March 2018**

#### 7. TRUST FUNDS

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

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	March 2018 Balance \$
Police Licensing	36,024	118,983	(154,740)	267
Aged Care Beautification	829	0	0	829
Unclaimed Monies	59	0	0	59
Nomination Deposits	0	560	(560)	0
Prepaid Rates	0	0	0	0
Tree Planting Nursery	1,000	0	0	1,000
Sundry Creditors	0	0	0	0
Housing Bonds	9,580	2,230	(2,930)	8,880
Staff Social Club	4,280	1,805	(3,685)	2,400
Newroc Advance Account	0	0	0	0
Portable Toilet Bonds	0	0	0	0
Deposit on Land	1,000	0	(1,000)	0
Emergency Services Levy	0	0	0	0
Building Levy	0	0	0	0
Mt Marshall LCDC	0	0	0	0
Benc - Beacon Tourist Committee	0	0	0	0
Rehabilitation Bonds	5,000	0	0	5,000
	<u>57,772</u>	<u>123,578</u>	<u>(162,915)</u>	<u>18,435</u>

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

### 8. OPERATING STATEMENT

	March 2018 Actual \$	2017/18 Adopted Budget \$	2016/17 Actual \$
<b>OPERATING REVENUES</b>			
Governance	45,626	28,399	49,490
General Purpose Funding	2,265,325	2,682,903	4,836,924
Law, Order, Public Safety	324,168	13,443	742,593
Health	112,851	130,800	0
Education and Welfare	84,540	81,101	80,434
Housing	125,916	170,820	172,430
Community Amenities	109,868	139,899	134,683
Recreation and Culture	478,440	1,051,449	60,894
Transport	1,165,040	2,006,528	1,659,802
Economic Services	122,515	221,935	201,433
Other Property and Services	60,980	74,600	56,581
<b>TOTAL OPERATING REVENUE</b>	<b>4,895,269</b>	<b>6,601,876</b>	<b>7,995,265</b>
<b>OPERATING EXPENSES</b>			
Governance	323,515	431,176	357,127
General Purpose Funding	45,450	69,371	54,794
Law, Order, Public Safety	154,482	112,080	132,004
Health	174,334	267,025	146,457
Education and Welfare	186,808	243,435	219,609
Housing	384,798	541,937	389,369
Community Amenities	157,537	257,623	249,870
Recreation & Culture	669,724	849,490	869,037
Transport	1,975,916	2,771,956	3,469,845
Economic Services	325,078	562,388	375,237
Other Property and Services	34,727	24,981	18,976
<b>TOTAL OPERATING EXPENSE</b>	<b>4,432,369</b>	<b>6,131,463</b>	<b>6,282,326</b>
<b>CHANGE IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b>462,900</b>	<b>470,413</b>	<b>1,712,939</b>

# Shire of Mt Marshall

## Notes to and forming part of the Statement of Financial Activity

For the Period 1 July 2017 to 31 March 2018

### 9. BALANCE SHEET

	March 2018 Actual \$	2016/17 Actual \$
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	4,307,518	5,971,279
Trade and Other Receivables	240,619	355,493
Inventories	5,364	21,963
<b>TOTAL CURRENT ASSETS</b>	<b>4,553,501</b>	<b>6,348,735</b>
<b>NON-CURRENT ASSETS</b>		
Other Receivables	10,083	10,083
Inventories	0	0
Property, Plant and Equipment	18,776,424	17,153,888
Infrastructure	90,208,456	90,476,260
Work in Progress	0	0
<b>TOTAL NON-CURRENT ASSETS</b>	<b>108,994,963</b>	<b>107,640,231</b>
<b>TOTAL ASSETS</b>	<b>113,548,464</b>	<b>113,988,966</b>
<b>CURRENT LIABILITIES</b>		
Trade and Other Payables	45,811	893,954
Long Term Borrowings	51,155	106,413
Provisions	228,574	228,574
<b>TOTAL CURRENT LIABILITIES</b>	<b>325,540</b>	<b>1,228,941</b>
<b>NON-CURRENT LIABILITIES</b>		
Trade and Other Payables	0	0
Long Term Borrowings	1,201,759	1,201,759
Provisions	17,382	17,382
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>1,219,141</b>	<b>1,219,141</b>
<b>TOTAL LIABILITIES</b>	<b>1,544,681</b>	<b>2,448,082</b>
<b>NET ASSETS</b>	<b>112,003,783</b>	<b>111,540,884</b>
<b>EQUITY</b>		
Trust Imbalance	0	0
Retained Surplus	78,653,351	77,607,676
Reserves - Cash Backed	2,940,463	3,523,240
Revaluation Surplus	30,409,968	30,409,968
<b>TOTAL EQUITY</b>	<b>112,003,782</b>	<b>111,540,884</b>

## Shire of Mt Marshall

For the Period 1 July 2017 to 31 March 2018

### Report on Significant Variances (greater than 10% and \$5,000)

#### Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. grants were budgeted for but not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

#### The Materiality variances adopted by Council are:

Actual Variance to YTD Budget up to 5%:	Don't Report
Actual Variance exceeding 10% of YTD Budget	Use Management Discretion
Actual Variance exceeding 10% of YTD Budget and a value greater than \$5,000:	Must Report

**Shire of Mt Marshall**  
**Report on Significant Variances - Operating Income & Expenditure**  
**For the Period 1 July 2017 to 31 March 2018**

	31 March 2018 YTD	31 March 2018 YTD	Budget to Actual YTD	Budget to Actual YTD	Components of Variance	
	Actual	Budget	%	Favourable/ (Unfavourable)	Favourable/ (Unfavourable)	
	\$	\$	%	\$	\$	
<b>Revenues/Sources</b>						
Governance	45,626	24,520	86%	21,106	15,517 7,273 (1,683)	Bencubbin Centenary grant & bench seat contributions Realisation on disposal of asset <i>Minor Items</i>
General Purpose Funding	929,008	1,000,176	(7%)	(71,168)	2,905  6,677 6,097 (86,864) 17	Interest on Reserves over budget - timing  Interest on muni investments over budget Rates debt collection income over budget - offset by expenditure FAGS under budget <i>Minor Items</i>
Law, Order, Public Safety	324,168	10,068	3120%	314,100	314,158 (57)	DFES fire truck grant- offset by cost of fire truck <i>Minor Items</i>
Health	112,851	98,100	0%	14,751	(20,754) 35,504 -	NEW Health Reimbursement invoice not yet done Contribution - NEW Health Vehicle <i>Minor Items</i>
Education and Welfare	84,540	60,814	39%	23,726	6,383 13,692 3,651	Childcare fees charged - over budget Family Support Grant - timing <i>Minor Items</i>
Housing	125,916	128,097	(2%)	(2,181)	(2,181)	<i>Minor Items</i>
Community Amenities	109,868	137,509	(20%)	(27,641)	(28,875) 1,234	Water Grant income - grant not acquired <i>Minor Items</i>
Recreation and Culture	478,440	942,915	(49%)	(464,475)	(458,700) (5,775)	Final 50% NSRF grant still to be claimed <i>Minor Items</i>
Transport	1,165,041	1,384,835	(16%)	(219,794)	22,767  (25,320) (253,260) 34,545 1,473	Main Roads Direct Grant over budget Black spot grant not yet claimed. Waiting on Brookfield Rail. Roads to Recovery Grant - Works program behind Proceeds/realisation of disposal of assets <i>Minor Items</i>
Economic Services	122,515	168,325	(27%)	(45,810)	(25,000)  (7,092) (15,071) 1,353	AA Dams Grant not received Workers Camp rental income under budget Beacon Barracks income under budget, offset by reduced expenditure <i>Minor Items</i>
Other Property and Services	60,980	59,688	2%	1,292	1,292	<i>Minor Items</i>
<b>Total Revenues excl Rates</b>	<b>3,558,952</b>	<b>4,015,046</b>	<b>(11%)</b>	<b>(456,094)</b>		
<b>Amount Raised from Rates</b>	<b>1,336,315</b>	<b>1,359,995</b>	<b>(2%)</b>	<b>(23,679)</b>	<b>(21,530)</b> <b>(2,150)</b>	Movement in excess rates <i>Minor Items</i>



**Shire of Mt Marshall**  
**Report on Significant Variances - Operating Income & Expenditure**  
**For the Period 1 July 2017 to 31 March 2018**

	31 March 2018		Budget to Actual YTD	Budget to Actual YTD Favourable/ (Unfavourable)	Components of Variance Favourable/ (Unfavourable)	
	YTD Actual \$	YTD Budget \$				
(Expenses)/(Applications)			%	\$	\$	
Governance	(323,515)	(370,728)	13%	47,213	18,588 28,293 332	Consultants under budget Records Management - not yet purchased <i>Minor Items</i>
General Purpose Funding	(45,450)	(52,020)	13%	6,570	9,440 (2,870)	Valuation Expenses - Invoice not yet received for GRV reval <i>Minor Items</i>
Law, Order, Public Safety	(154,482)	(85,794)	(80%)	(68,688)	(34,576) (42,389) 1,494 2,250 4,533	Loss on disposal of fire truck Depreciation on disposed fire truck Fire fighting training under budget Purchase of Minor Equipment under budget <i>Minor Items</i>
Health	(174,334)	(185,336)	6%	11,002	16,118 (5,116)	EHO Scheme, not yet invoiced <i>Minor Items</i>
Education and Welfare	(186,808)	(184,267)	(1%)	(2,541)	(4,794) 2,252	Little Bees Salaries over budget - timing of Leave <i>Minor Items</i>
Housing	(384,798)	(427,996)	10%	43,198	(30,733) (40,237) 85,000 23,052 6,116	Community Housing mtc over budget - timing. All building mtc jobs have been issued and are being worked through when time permits Other Housing mtc under budget - 158 Brown Street to be sold Loss on disposal of 158 Brown Street under budget - not yet sold Staff housing mtc under budget - timing. All building mtc jobs have been issued and are being worked through when time permits <i>Minor Items</i>
Community Amenities	(157,537)	(193,214)	18%	35,677	6,145 1,779 18,076 4,109 5,569	Town Planning consultant under budget Cemeteries under budget Refuse collection under budget Public Toilets under budget <i>Minor Items</i>
Recreation & Culture	(669,724)	(627,896)	(7%)	(41,828)	(60,230) 13,469 4,934	Public Halls over budget - timing Recreation Grounds under budget - timing <i>Minor Items</i>
Transport	(1,975,916)	(2,075,211)	5%	99,295	72,312 12,159 4,647 4,402 2,756 43,893 (45,415) 4,541	Road Maintenance under budget Street Cleaning under budget - timing Street Lighting under budget Traffic signs under budget - timing Airstrip mtc under budget Loss on disposal of grader - timing Infrastructure Depreciation under budget <i>Minor Items</i>
Economic Services	(325,078)	(423,024)	23%	97,946	54,654 14,813 14,097 16,285 (1,904)	Economic Development fund - portion not yet claimed Standpipes under budget Employment of Economic Development Officer - EDO started in December. 5 months wage allocation not used Beacon Barracks Exp under budget, offset by reduced income <i>Minor Items</i>
Other Property and Services	(34,727)	(28,325)	(23%)	(6,402)	(4,083) (2,320)	Plant Insurance over budget <i>Minor Items</i>
<b>Total Expenses/Applications</b>	<b>(4,432,369)</b>	<b>(4,653,811)</b>	<b>(6%)</b>	<b>48,980</b>		

**Shire of Mt Marshall**  
**Capital Expenditure Report on Significant Variances**  
**For the Period 1 July 2017 to 31 March 2018**

	Full Year Budget	31 March 2018 YTD Actual	YTD Budget	Budget to Actual YTD %	Budget to Actual YTD Favourable/ (Unfavourable)	Commentary
	\$	\$	\$	%	\$	
<b>Capital Expenditure</b>						
<b>Governance</b>						
Purchase Vehicle - Admin	85,000	77,658	85,000	0%	7,342	Vehicle under budget, trade in also under budget
<b>Law Order &amp; Public Safety</b>						
Isuzu FSS600 Fire Tender	-	330,521	-	100%	(330,521)	Fully covered by DFES Grant
<b>Health</b>						
New Health Purchase Of Motor Vehicle	25,000	72,805	25,000	100%	(47,805)	Vehicle costs were unknown, NEW Health budget only included change over costs
<b>Education &amp; Welfare</b>						
Purchase Land & Buildings - Welfare Aged	81,600	81,600	81,600	0%	-	
<b>Community Amenities</b>						
Land & Buildings - Community Amenities	5,000	-	5,000	0%	5,000	Cemetery Works - project fallen behind
Water Collection Projects	57,750	30,217	43,308	30%	13,091	Additional project approved to spend remainder of budget
Portable Toiles	12,000	12,463	12,000	0%	(463)	
<b>Recreation &amp; Culture</b>						
Beacon Recreation Ground Power Upgrade	15,000	2,873	15,000	81%	12,127	Final cost under budget
Other Infrastructure - Beacon Central & Hall Car Parks	30,000	-	30,000	0%	30,000	Timing of project
Bencubbin Rec Complex	2,447,761	1,495,260	1,718,979	13%	223,720	Timing of project
<b>Transport</b>						
Road Construction	2,172,228	1,091,692	2,055,275	47%	963,583	Program behind
Footpath Construction	20,000	750	19,998	0%	19,248	Program behind
Plant Purchases	440,000	86,606	440,000	0%	353,394	Timing - Plant not yet changed over
Beacon Airstrip Upgrade	400,000	-	100,000	0%	100,000	Timing - Grant approved, project to carry over to 2018/19
Motor Vehicle Purchases	97,000	53,749	97,000	45%	43,251	Timing - 1 x Ute still to come
<b>Economic Services</b>						
Sandalwood Shops Capital Works	22,000	-	22,000	0%	22,000	Completed, allocated to mtc account - to be corrected
<b>Total Capital Expenditure</b>	<b>5,910,339</b>	<b>3,336,192</b>	<b>4,750,160</b>	<b>30%</b>	<b>1,413,968</b>	