



**AGENDA**  
**ORDINARY MEETING**  
**OF COUNCIL**

**16 NOVEMBER 2021**

# NOTICE OF MEETING

Please be advised that the next

## Ordinary Meeting of Council

is to be held on

**Tuesday, 16 November 2021**

commencing at **6:30pm**

in the Council Chambers at 73 Austin Street, Cue



Richard Towell

Chief Executive Officer

### DISCLAIMER

The advice and information contained herein is given by and to the Council without liability or responsibility for its accuracy. Before placing any reliance on this advice or information, a written inquiry should be made to the Council giving entire reasons for seeking the advice or information and how it is proposed to be used.

Please note this agenda contains recommendations, which have not yet been adopted by Council.

**SHIRE OF CUE**  
**DISCLOSURE OF FINANCIAL INTEREST AND INTERESTS AFFECTING IMPARTIALITY**  
**To: Chief Executive Officer**

As required by section 5.65(1)(a) or 5.70 of the Local Government Act 1995 and Council's Code of Conduct, I hereby declare my interest in the following matter/s included on the Agenda paper for the Council meeting to be held on \_\_\_\_\_(Date)

Item No.	Subject	Details of Interest	Type of Interest Impartial/Financial	*Extent of Interest

(see below)

\* Extent of Interest only has to be declared if the Councillor also requests to remain present at a meeting, preside, or participate in discussions of the decision making process (see item 6 below). Employees must disclose extent of interest if the Council or Committee requires them to.

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**NB**

- This notice must be given to the Chief Executive Officer prior to the meeting or at the meeting immediately before the matter in which you have declared an interest is discussed, Section 5.65(1) (a) & (b).
- It remains Councillors'/Employees' responsibility to make further declarations to the Council if a matter arises during the course of a meeting and no previous declarations have been made.
- It is a Councillor's/Employee's responsibility to ensure the interest is brought to the attention of the Council/Committee when the Agenda item arises and to ensure that it is recorded in the minutes.
- It remains the Councillor's responsibility to ensure that he/she does not vote on a matter in which a declaration has been made. The responsibility also includes the recording of particulars in the minutes to ensure they are correct when such minutes are confirmed.
- It is recommended that when previewing Agenda, Councillors mark Agendas with items on which an interest is to be declared and complete the declaration form at the same time.
- Councillors may be allowed to remain at meetings at which they have declared an interest and may also be allowed to preside (if applicable) and participate in discussions and the decision making process upon the declared matter subject to strict compliance with the enabling provisions of the Act and appropriately recorded resolutions of the Council. Where Councillors request consideration of such Council approval the affected Councillor must vacate the Council Chambers in the first instance whilst the Council discusses and decides upon the Councillor's application.

**Remember: The responsibility to declare an interest rests with individual Councillors / Employees. If in any doubt seek legal opinion or, to be absolutely sure, make a declaration.**

Office Use Only: Date/Initials

- Particulars of declaration given to meeting \_\_\_\_\_
- Particulars recorded in the minutes: \_\_\_\_\_
- Signed by Chief Executive Officer \_\_\_\_\_

**Local Government Act 1995 - SECT 5.23**

**Meetings generally open to the public**

5.23. (1) Subject to subsection (2), the following are to be open to members of the public:

- (a) All Council meetings; and
- (b) All meetings of any committee to which a local government power or duty has been delegated.

(2) If a meeting is being held by a Council or by a committee referred to in subsection (1) (b), the Council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following --

- (a) A matter affecting an employee or employees;
  - (b) The personal affairs of any person;
  - (c) A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;
  - (d) Legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting;
  - (e) A matter that if disclosed, would reveal;
    - (i) A trade secret;
    - (ii) Information that has a commercial value to a person; or
    - (iii) Information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government;
  - (f) A matter that if disclosed, could be reasonably expected to;
    - (i) Impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law;
    - (ii) Endanger the security of the local government's property; or
    - (iii) Prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
  - (g) Information which is the subject of a direction given under section 23 (1a) of the Parliamentary Commissioner Act 1971; and
  - (h) Such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

**SHIRE OF CUE**

**REVOKING OR CHANGING DECISIONS MADE AT COUNCIL MEETINGS**

Local Government (Administration) Regulations 1996 (**Regulation No.10**)

If a previous Council decision is to be changed then support for a revocation motion must be given by an **Absolute Majority** of Councillors (that is at least 4 Councillors) if a previous attempt to rescind has occurred within the past three months or, if no previous attempt has been made the support must be given by at least **1/3rd** of all Councillors (that is at least 3 Councillors).

Regulation 10(1a) also requires that the support for revocation must be in writing and signed by the required number of Councillors, including the Councillor who intends to move the revocation motion.

Any revocation motion must be carried by the kind of vote that put the motion into place in the first instance (that is, if carried originally by an Absolute Majority or Special Majority vote then the revocation motion must also be carried by that same kind of vote).

If the original motion was carried by a Simple Majority vote then any revocation motion must be carried by an Absolute Majority vote.

---

To the Presiding Member,

The following Councillors give notice of their support for the bringing forward to the Council meeting to be held on \_\_\_\_\_ of a motion for revocation of Council resolution number \_\_\_\_\_ as passed by the Council at its meeting held on \_\_\_\_\_

**Councillor's Names**

**Councillor's Signature**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SHIRE OF CUE  
Ordinary Council Meeting  
AGENDA**

To be held in the Council Chambers, 73 Austin Street Cue on  
Tuesday 16 November 2021 commencing at 6:30pm

<b>1.</b>	<b>DECLARATION OF OPENING .....</b>	<b>7</b>
<b>2.</b>	<b>APOLOGIES AND APPROVED LEAVE OF ABSENCE .....</b>	<b>8</b>
<b>3.</b>	<b>DISCLOSURE OF MEMBERS' INTERESTS.....</b>	<b>8</b>
<b>4.</b>	<b>PUBLIC QUESTION TIME.....</b>	<b>8</b>
<b>5.</b>	<b>CONFIRMATION OF MINUTES.....</b>	<b>8</b>
<b>6.</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE .....</b>	<b>8</b>
<b>7.</b>	<b>DEPUTATIONS.....</b>	<b>8</b>
<b>8.</b>	<b>PETITIONS .....</b>	<b>8</b>
<b>9.</b>	<b>ANNOUNCEMENTS WITHOUT DISCUSSION .....</b>	<b>8</b>
<b>10.</b>	<b>REPORTS .....</b>	<b>9</b>
<b>10.1</b>	<b>ACCOUNTS &amp; STATEMENTS OF ACCOUNTS .....</b>	<b>9</b>
<b>10.2</b>	<b>FINANCIAL STATEMENT .....</b>	<b>11</b>
<b>10.3</b>	<b>RISK MANAGEMENT PLAN .....</b>	<b>13</b>
<b>10.4</b>	<b>MRVC DRAFT DEED OF CONTRIBUTION .....</b>	<b>15</b>
<b>11.</b>	<b>MOTIONS BY MEMBERS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN .....</b>	<b>19</b>
<b>12.</b>	<b>MOTIONS FOR CONSIDERATION AT THE NEXT MEETING .....</b>	<b>19</b>
<b>13.</b>	<b>NEW BUSINESS OF AN URGENT NATURE.....</b>	<b>19</b>
<b>14.</b>	<b>MATTERS FOR WHICH THE MEETING MAY BE CLOSED .....</b>	<b>19</b>
<b>15.</b>	<b>CLOSURE.....</b>	<b>19</b>

## **1. DECLARATION OF OPENING**

The meeting was opened at

The Presiding Member welcomed those present and read the following disclaimer:

*No responsibility whatsoever is implied or accepted by the Shire of Cue for any act, omission or statement or intimation occurring during this Meeting.*

*It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of council's decision, which will be provided within fourteen (14) days of this Meeting.*

### **PRESENT:**

Councillor Les Price, Deputy Shire President – Presiding Member

Councillor Ian Dennis

Councillor Ron Hogben

Councillor Leonie Fitzpatrick

Councillor Julie Humphreys

Councillor Liz Houghton

### **STAFF:**

Mr Richard Towell, Chief Executive Officer

Mr Glenn Boyes, Deputy Chief Executive Officer

Ms Cheryl Walton, Manager Finance

Mrs Janelle Duncan, Executive Assistant

### **VISITOR:**

Mr Eugene Ferraro, Ferraro Planning and Development Consultancy

### **GALLERY:**

**2. APOLOGIES AND APPROVED LEAVE OF ABSENCE**

---

Councillor Ross Pigdon, Shire President

**3. DISCLOSURE OF MEMBERS' INTERESTS**

---

**4. PUBLIC QUESTION TIME**

---

**5. CONFIRMATION OF MINUTES**

---

***Council Decision:***

**Voting Requirement:** Simple Majority

**MOVED:**

**SECONDED:**

That the Minutes of the Ordinary Meeting 19 October 2021 are confirmed as a true and correct record of the meeting.

**CARRIED:**

**6. APPLICATIONS FOR LEAVE OF ABSENCE**

---

**7. DEPUTATIONS**

---

**8. PETITIONS**

---

**9. ANNOUNCEMENTS WITHOUT DISCUSSION**

---

Rates Incentive Prize Draw



## 10. REPORTS

---

### 10.1 ACCOUNTS & STATEMENTS OF ACCOUNTS

APPLICANT: Shire of Cue

DISCLOSURE OF INTEREST: Nil

AUTHOR: Cheryl Walton – Manager Finance

DATE: 9 November 2021

***Matters for Consideration:***

To receive the List of Accounts Due and Submitted to the Ordinary Council Meeting on 16 November as attached – see [Appendix 1](#).

***Background:***

The local government under its delegated authority to the CEO to make payments from the municipal and trust funds is required to prepare a list of accounts each month showing each account paid and presented to Council at the next ordinary Council meeting. The list of accounts prepared and presented to Council must form part of the minutes of that meeting.

***Comments:***

The list of accounts are for the month of October 2021.

Please note the credit card transactions are now shown at the top of the list of accounts in the same format as the Municipal transactions.

***Statutory Environment:***

*Local Government (Financial Management Regulations) 1996 – Clause 13.*

***Policy Implications:***

Nil.

***Financial Implications:***

Nil.

***Strategic Implications:***

Nil.

***Consultation:***

Richard Towell, Chief Executive Officer  
Glenn Boyes, Deputy Chief Executive Officer

**Officer’s Recommendation:**

**Voting Requirement:** Simple Majority

That Council endorse the payments for the period 1 October 2021 to 31 October 2021 as listed at [Appendix 1](#), which have been made in accordance with delegated authority per LGA 1995 S5.42.

**October 2021**

Municipal Fund Bank EFTs	10221 - 10353	\$	629,404.65
Direct Debit Fund Transfer	General	\$	41,793.55
Direct Debit Fund Transfer	Credit Card	\$	221.00
Payroll		\$	166,303.35
BPAY		\$	21,864.93
Cheques		\$	0.00
<b>Total</b>		<b>\$</b>	<b>859,587.48</b>

<b>Council Decision:</b>	<b>Voting requirement:</b> Simple Majority
<b>MOVED:</b>	<b>SECONDED:</b>
<b>CARRIED:</b>	

# APPENDIX 1

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
<b>Credit Card</b>							
1	Direct Debit	29/10/2021	Commonwealth Bank	Integrity Coach Lines bus ticket from Port Hedland to Cue for Staff Member (\$221.00)	(221.00)	1	CSH
			<b>Total Credit Card</b>		<b>(221.00)</b>		
<b>Direct Debit</b>							
2	Direct Debit	02/10/2021	1 - CBA MERCHANT FEE	CBA MERCHANT FEE	(321.96)	1	FEE
3	Direct Debit	02/10/2021	1 - CBA MERCHANT FEE	CBA MERCHANT FEE	(243.96)	1	FEE
4	Direct Debit	15/10/2021	2 - BANK FEES	BANK FEES	(76.12)	1	FEE
5	BPAY	28/10/2021	Ampol (Caltex Australia Petroleum Pty Ltd)	Fuel card purchases September 2021 (\$1,442.87), 26/09 Premium Diesel A 110.57L @ \$1.44, 01/09 Adblue 77.87L @ \$1.35, 01/09 Diesel 310.03L @ 1.44, 10/09 Diesel 107.56L @ \$1.45, 20/09 Diesel 137.23L @ \$1.47, 01/09 Diesel 71.39L @ \$1.43. 03/09 Premium Diesel A 61.48L @ \$1.43, 08/09 Diesel 69.12L @ \$1.47 and 10/09 Diesel 50.72L @ \$1.45	(1,442.87)	1	CSH
6	Direct Debit	31/10/2021	Superchoice Superannuation Payment - Oct 21	Payroll Deductions - Superannuation	(39,158.64)	1	CSH
7	Direct Debit	29/10/2021	Debra Anne Saggars	Rent for 8 Darlot St between 24/10/2021 - 06/11/2021 (\$550.00)	(550.00)	1	CSH
			<b>Total Direct Debit's</b>		<b>(41,793.55)</b>		
<b>EFT</b>							
8	EFT10221	01/10/2021	Aqua Pump & Irrigation	2 x 19mm x 50m Poly pipe, 2 x 25mm x 50m Poly pipe, 25 x 25mm x 19mm Red joiner and 100 x 19mm Ratchet clip for GROH Houses (\$381.10)	(381.10)	1	CSH
9	EFT10222	01/10/2021	Cheryl Walton	Reimbursement for police clearance check (\$49.90)	(49.90)	1	CSH
10	EFT10223	01/10/2021	Dianne Lois Wandmaker	Reimbursement for chalkboard paint, 3 x door handles with spare latches and Hydrochloric acid for Tourist Park (\$141.75)	(141.75)	1	CSH
11	EFT10224	01/10/2021	Elite Electrical Contracting	Repair of air con in hut 6 at Tourist Park (\$115.50)	(115.50)	1	CSH
12	EFT10225	01/10/2021	Elizabeth Houghton	Elected member expense claim September 21 (\$1,799.29)	(1,799.29)	1	CSH
13	EFT10226	01/10/2021	Five Star	Konika Minolta C454E Black/ Colour meter read for September 21 (\$343.17)	(343.17)	1	CSH
14	EFT10227	01/10/2021	Ian Dennis	Elected member expense claim September 21 (\$1,834.93)	(1,834.93)	1	CSH
15	EFT10228	01/10/2021	Leonie Fitzpatrick	Elected member expense claim September 21 (\$528.00)	(528.00)	1	CSH
16	EFT10229	01/10/2021	Leslie Matthew Price	Elected member expense claim September 2021 (\$2,199.56)	(2,199.56)	1	CSH
17	EFT10230	01/10/2021	Midwest Windscreens & Windows	Supply and fit new windscreen for P78 - Nissan Daycab (\$715.00), P93 - Volkswagen Amarok (\$505.00) and return travel (\$110.00)	(1,330.00)	1	CSH
18	EFT10231	01/10/2021	NAPA Auto Parts	Ryco 4WD filter service kit and 10L Penrite Enviro engine oil for P93 - Amarok Dual Cab Ute (\$293.27)	(293.27)	1	CSH
19	EFT10232	01/10/2021	Nick Stevenson	Stonemasonry works at Old Gaol for 10 day in September plus 7 x bags of lime putty (\$7,161.50)	(7,161.50)	1	CSH
20	EFT10233	01/10/2021	Queen of The Murchison Guest House & Cafe	Accommodation for 1 x person from Supercivil for Cue-Beringarra Road works from 23/08/2021 - 29/08/2021 (\$1,079.10)	(1,079.10)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
21	EFT10234	01/10/2021	Ronald Paul Clive Hogben	Elected member expense claim August and September 21 (\$1,056.00)	(1,056.00)	1	CSH
22	EFT10235	01/10/2021	Ross William Pigdon	Elected member expense claim September 2021 (\$2,958.30)	(2,958.30)	1	CSH
23	EFT10236	01/10/2021	Sigma Chemicals	UV lamp for filtration system at Water Park (\$220.00)	(220.00)	1	CSH
24	EFT10237	01/10/2021	Trephleene Pty Ltd T/A Canine Control	Ranger services on 20/09/2021 (\$1,540.29)	(1,540.29)	1	CSH
25	EFT10238	01/10/2021	Truck Centre (WA) Pty Ltd	Filter kit for P38 - Prime Mover (\$246.10)	(246.10)	1	CSH
26	EFT10239	01/10/2021	Wheatbelt Services Pty Ltd	1200 x 2400 non-reflective anti-graffiti sign with 4 struts for Walga Rock (\$792.00)	(792.00)	1	CSH
27	EFT10240	05/10/2021	AIT Specialists Pty Ltd	Calculation of Fuel Tax Credit for 01/08/2021 - 31/08/2021 (\$565.84)	(565.84)	1	CSH
28	EFT10241	05/10/2021	Countrywide Fridge Lines Pty Ltd	Freight costs on bollards for walking trail (\$134.75), perspex for Heritage Centre display cabinets (\$100.38) and signage for Tourist Park (\$27.50)	(262.63)	1	CSH
29	EFT10242	05/10/2021	Cue Roadhouse & General Store	Food and drink expenses for Youth Program Blue Light Disco (\$62.50) and 35.78L of ULP 91 @ \$1.55L for P42 - Small Engines (\$55.43)	(117.93)	1	CSH
30	EFT10243	05/10/2021	Geraldton Fuel Company Pty Ltd	Supply of 9,900L of diesel to Shire Depot @ \$1.4535/L (\$14,389.65), 4L of brake fluid (\$57.00) and carton of 24 GP grease cartridges (\$287.97)	(14,734.62)	1	CSH
31	EFT10244	05/10/2021	Hersey's Safety Pty Ltd	400 x Jarrah guide posts (\$4,180.00) and freight for traffic signage (\$165.00)	(4,345.00)	1	CSH
32	EFT10245	05/10/2021	LO-GO Appointments	Contracting services for Rates Officer for the week ending 18/09/2021 (\$241.40) and 25/09/2021 (\$93.87)	(335.27)	1	CSH
33	EFT10246	05/10/2021	Lawrence Hinrichs	Reimbursement for electrical plug purchased for P59 - Bore Boss (\$125.46)	(125.46)	1	CSH
34	EFT10247	05/10/2021	Luscombe	6 x 10pk 1L UHT milk (\$109.37), 1000 x 1.5g instant coffee packs (\$98.99) and 150 x scotch finger biscuits for events and meetings (\$51.62)	(259.98)	1	CSH
35	EFT10248	05/10/2021	Office National	4 x Rapid span 1800 x 700mm C leg desk (\$865.30) and 3 x Rapid span 1500 x 700mm C leg desk for Main Admin Building (\$596.38) and 1 x Rapid Span mobile filing cabinet for Main Admin Building (\$175.40)	(1,637.08)	1	CSH
36	EFT10249	05/10/2021	Professional PC Support Pty Ltd	PPS Management services for October 2021 (\$2,314.76)	(2,314.76)	1	CSH
37	EFT10250	05/10/2021	Statewide Bearings	2 x 12V Battery for P80 - Crew Cab Ute (\$418.00), 2 x 12V Battery for P22 - Tipping Town Ute (\$429.00), 2 x Linear ball bearing for P30 - Autopatch Truck (\$15.40) and 1 x Drive Belt for P30 - Autopatch Truck (\$24.20)	(886.60)	1	CSH
38	EFT10251	05/10/2021	The Workwear Group Pty Ltd	Protective clothing for maintenance staff (\$416.15)	(416.15)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
39	EFT10252	05/10/2021	Toll Ipec Pty Ltd	Freight costs on roller glass for Cue Beringarra Rd (\$18.85), septic tank lid for 24 hour stop point (\$29.35), cream cement for GROH houses (\$119.13), service kit for P38 - Prime Mover (\$16.52), filter kit for P78 - Nissan Daycab (\$18.85), printing supplies for main admin building (\$26.14) and cleaning chemicals for Tourist Park (\$71.32)	(300.16)	1	CSH
40	EFT10253	05/10/2021	WesTrac Pty Ltd	Glass upper sliding panel for P36 - Pad Foot Roller (\$320.82)	(320.82)	1	CSH
41	EFT10254	13/10/2021	Bethany Michaela McCall	Staff Electricity Reimbursement 60 days 03/08/21 - 01/10/21 (\$269.26)	(269.26)	1	CSH
42	EFT10255	13/10/2021	Crown Hotels Perth	Accommodation expenses for LG Convention 19/9/21-23/9/21 (\$9,075.30)	(9,075.30)	1	CSH
43	EFT10256	13/10/2021	David Gray & Co Pty Ltd	1 x 5L Bifenthrin aqua, 2 x 20L Thermal fogging (mosquito ulv), 3 x 20L Chemforce shutdown 450 and 2 x 1L Fusilade forte for Pest Control (\$5,157.90)	(5,157.90)	1	CSH
44	EFT10257	13/10/2021	Galvins Plumbing Supplies	Stormwater pipe and parts for connecting water tanks for GROH houses and staff houses (\$382.16)	(382.16)	1	CSH
45	EFT10258	13/10/2021	Hi Constructions	New jarrah floorboards to be used in 3 rooms and old flooring to be used to refurbish the last room of Railway Building (\$8,500.00), change to ablution block converting to disability toilet and change to drainage at Railway Building (\$10,000.00), building works as per tender 2020/21 on the Cue Railway Station final payment (\$785.72), re-screw railway building corrugated roof sheets (\$2,624.11) and installing footings on the verandah posts on the platform of Railway Building final payment (\$1,000.00)	(22,909.83)	1	CSH
46	EFT10259	13/10/2021	LGIS Insurance Broking	1st instalment membership contribution credit for 2021/2022 (\$2,286.09cr), annual property insurance 2nd instalment for 2021/22 (\$35,965.00), annual management liability insurance 2nd instalment for 2021/22 (\$14,834.43) and annual workers' compensation insurance 2nd instalment for 2021/22 (\$30,030.77)	(78,544.11)	1	CSH
47	EFT10260	13/10/2021	Local Government Professionals Australia	LG Professionals Annual State Conference 2021- CEO (\$1,360.00) and attendance fee for Project Management Essentials course on 18/10/2021-19/10/2021 (\$860.00)	(2,220.00)	1	CSH
48	EFT10261	13/10/2021	Moore Stephens	Review of accounting standards for non-cash transactions and impairment of roads (\$4,950.00)	(4,950.00)	1	CSH
49	EFT10262	13/10/2021	NAPA Auto Parts	12V 11T Starter motor for P12 - Sign Truck (\$443.30)	(443.30)	1	CSH
50	EFT10263	13/10/2021	Rovertson Pty Ltd	Labour hire for Grader driver for Cue-Beringarra Rd (\$2,002.00)	(2,002.00)	1	CSH
51	EFT10264	13/10/2021	Statewide Bearings	Lube filter for P58 - Kubota Mower (\$86.92)	(86.92)	1	CSH
52	EFT10265	13/10/2021	SuperCivil Pty Ltd	Supply of a 6 tonne flocon and operator for a 10 hour day by 7 days (\$19,250.00)	(19,250.00)	1	CSH
53	EFT10266	13/10/2021	URL Networks Pty Ltd	VOIP charges for September 2021 (\$183.93)	(183.93)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
54	EFT10267	13/10/2021	Western Independent Foods	Freight costs on 48 x Individually wrapped toilet rolls and 16 x 90mt paper towel rolls (\$184.26), freight costs on 12 x 1L UHT fullcream milk and 3kg Raw sugar for Depot Supplies (\$61.70) and freight costs on reticulation parts and piping for GROH Houses, office supplies for Main Admin Building and Workboots for Depot Staff (\$121.70)	(367.66)	1	CSH
55	EFT10268	14/10/2021	Debra Anne Saggars	Rent for 8 Darlot St between 10/10/2021 - 23/10/2021 (\$550.00)	(550.00)	1	CSH
56	EFT10269	15/10/2021	Bitutek Pty Ltd	Supply and spray 4,480L 50/50 Cutback Bitumen @ \$3.08/L for Cue-Beringarra Road (\$18,203.24)	(18,203.24)	1	CSH
57	EFT10270	15/10/2021	Cue Roadhouse & General Store	10.55L ULP 91 @ 154.9c/L for P19 - Whipper Snipper (\$16.34)	(16.34)	1	CSH
58	EFT10271	15/10/2021	Easifleet	Easifleet vehicle lease expense for October 2021 (\$1,213.27)	(1,213.27)	1	CSH
59	EFT10272	15/10/2021	Great Northern Rural Services	2 x 5L Silvan prograde hand sprayer for trees and landscaping (\$169.16)	(169.16)	1	CSH
60	EFT10273	15/10/2021	LO-GO Appointments	Contracting services for Rates Officer for the week ending 02/10/2021 (\$253.59)	(253.59)	1	CSH
61	EFT10274	15/10/2021	Murchison Club Hotel	Meal expenses after Council meeting on 28/09/2021 (\$345.50)	(345.50)	1	CSH
62	EFT10275	15/10/2021	Nick Stevenson	Stoneworks at the Bank of NSW between 11/10/21 and 12/10/21 (\$1,050.00)	(1,050.00)	1	CSH
63	EFT10276	15/10/2021	Rema Tip Top Australia	Tyre valve adaptor for Depot Supplies (\$25.28)	(25.28)	1	CSH
64	EFT10277	15/10/2021	The Block Makers	180 x Tforce speckled blocks and 90 x Speckled capping (\$2,422.50)	(2,422.50)	1	CSH
65	EFT10278	15/10/2021	Toll Ipec Pty Ltd	Freight costs on UV light for the Water Park and Service kit for P93 - Amarok Dual Cab Ute (\$56.77)	(56.77)	1	CSH
66	EFT10279	15/10/2021	WALGA	WALGA induction program for elected members and 2021 WA Local Government Convention Costs for CEO, Councillors and Partners (\$9,825.00)	(9,825.00)	1	CSH
67	EFT10280	21/10/2021	Bell & Co	Refund of overpayment (\$220.50)	(220.50)	1	CSH
68	EFT10281	22/10/2021	Accwest Pty Ltd	General accounting assistance with AASB 1059 review for the annual report (\$330.00)	(330.00)	1	CSH
69	EFT10282	22/10/2021	Bunnings Building Products Pty	12 x 20kg Lanko floor leveller for Shire Hall Maintenance (\$336.48)	(336.48)	1	CSH
70	EFT10283	22/10/2021	Central West Pump Service	Grundfos sololift WC3 pump for toilet block at Depot (\$1,043.90)	(1,043.90)	1	CSH
71	EFT10284	22/10/2021	Countrywide Fridge Lines Pty Ltd	Freight cost on Amart furniture delivery of 2 x wardrobes, 1 x outdoor setting and 1 x coffee table for Staff Houses (\$478.50)	(478.50)	1	CSH
72	EFT10285	22/10/2021	Cue Roadhouse & General Store	20.84L ULP 91 @ 154.9c/L for Water slide for Youth program and watering trees, 11.41L UPL 91 @ 159.9c/L for Water slide for Youth program, 12.88L ULP 91 @ 159.9c/L for pump for watering trees, 1 x 2L milk from Admin Building, Various biscuits and 2 x 2L milk for First Aid course, 5 x bags of ice for CRC Sundowner and Cleaning supplies for Main Admin Building (\$154.09)	(154.09)	1	CSH
73	EFT10286	22/10/2021	Elizabeth Houghton	Elected member expense claim October 2021 (\$528.00)	(528.00)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
74	EFT10287	22/10/2021	Ian Dennis	Elected member expense claim October 2021 (\$528.00)	(528.00)	1	CSH
75	EFT10288	22/10/2021	Julie Ann Humphreys	Elected member expense claim October 2021 (\$528.00)	(528.00)	1	CSH
76	EFT10289	22/10/2021	LO-GO Appointments	Contracting services for Rates Officer for the week ending 16/10/2021 (\$276.76)	(276.76)	1	CSH
77	EFT10290	22/10/2021	Leonie Fitzpatrick	Elected member expense claim October 2021 (\$528.00)	(528.00)	1	CSH
78	EFT10291	22/10/2021	Leslie Matthew Price	Elected member expense claim October 2021 (\$881.74)	(881.74)	1	CSH
79	EFT10292	22/10/2021	Midwest Windscreens & Windows	5mm x 369 x 329 Toughened glass for P91 - Lighting Tower (\$300.00)	(300.00)	1	CSH
80	EFT10293	22/10/2021	NAPA Auto Parts	3 x 74mm lever switch and 24v twin air horn for P66 - Street Sweeper (\$137.23)	(137.23)	1	CSH
81	EFT10294	22/10/2021	Nick Stevenson	Stonemasonry works at Bank of NSW for 10 day in October and 6 x bags of lime putty (\$6,359.50)	(6,359.50)	1	CSH
82	EFT10295	22/10/2021	Queen of The Murchison Guest House & Cafe	Accommodation and meal expenses for Murdoch Veterinary Program for 17/10/2021 - 19/10/2021 (\$3,909.85)	(3,909.85)	1	CSH
83	EFT10296	22/10/2021	Ronald Paul Clive Hogben	Elected member expense claim October 2021 (\$528.00)	(528.00)	1	CSH
84	EFT10297	22/10/2021	Sydney (Ji Hyun) Kim	Reimbursement for various halloween costumes and arts and crafts products for Youth Program (\$324.25) and reimbursement for 18 x bags of various sugar free lollies for Council Meetings (\$40.65)	(364.90)	1	CSH
85	EFT10298	22/10/2021	The Workwear Group Pty Ltd	Wide brim hat for protective clothing (\$9.35)	(9.35)	1	CSH
86	EFT10299	22/10/2021	Trepleene Pty Ltd T/A Canine Control	Ranger services on 12/10/2021 (\$1,540.29)	(1,540.29)	1	CSH
87	EFT10300	22/10/2021	Wren Oil	Administration and compliance fees for the collection and disposal of 4,300L of waste oil from Rubbish Tip (\$16.50)	(16.50)	1	CSH
88	EFT10301	22/10/2021	General Terrain Services Pty Ltd	Contract supervision of AGRN888 flood damage works between 02/09/2021 - 15/09/2021 (\$23,976.26) and 16/09/2021 - 21/09/2021 (\$10,015.73)	(33,991.99)	1	CSH
89	EFT10302	22/10/2021	Greenfield Technical Services	Contract administration of AGRN888 flood damage repairs for the period 01/08/2021 - 31/08/2021 (\$10,708.50), Contract administration of AGRN888 flood damage repairs for the period 01/09/2021 - 30/09/2021 (\$15,163.27) and preparation of RRG funding submission for 2022/23 period (\$770.00)	(26,641.77)	1	CSH
90	EFT10303	22/10/2021	Lacy Bros Pty Ltd	Supply of equipment and labour for AGRN888 flood damage repairs from 02/09/2021 - 15/09/2021 (\$228,582.75)	(228,582.75)	1	CSH
91	EFT10304	27/10/2021	AIT Specialists Pty Ltd	Calculation of Fuel Tax Credit for 01/09/2021 - 30/09/2021 (\$295.24)	(295.24)	1	CSH
92	EFT10305	27/10/2021	ATOM Supply	1 x general purpose 2.5mm electrode, 12 x M riggers gloves and 24 x XL riggers gloves for Depot Supplies (\$281.54)	(281.54)	1	CSH
93	EFT10306	27/10/2021	Abrolhos Steel	2,000 x 12 x 11 x 65mm timber tek screws for Railway Building (\$517.00)	(517.00)	1	CSH
94	EFT10307	27/10/2021	Alcolizer Technology	6 month contract for LE5 Alcolizer sample (\$146.30)	(146.30)	1	CSH
95	EFT10308	27/10/2021	Aqua Pump & Irrigation	100 x Mini 4mm bubbla inlet and 100 x 4mm dripper inlet for Depot Supplies (\$228.80)	(228.80)	1	CSH



**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
96	EFT10309	27/10/2021	Atyeo's Environmental Health Services Pty Ltd	Environmental Health services for the period 25/08/21 - 07/10/21 (\$5,586.82)	(5,586.82)	1	CSH
97	EFT10310	27/10/2021	Australia Post	Postage supply for the period 01/09/21 - 30/09/21 (\$74.24)	(74.24)	1	CSH
98	EFT10311	27/10/2021	Countrywide Fridge Lines Pty Ltd	Freight cost on guide posts and Walga Rock sign (\$297.00)	(297.00)	1	CSH
99	EFT10312	27/10/2021	Cue Community Resource Centre	Printing of Dryblower for June to September 2021 (\$2,800.00)	(2,800.00)	1	CSH
100	EFT10313	27/10/2021	Integrity Sampling	Random staff drug and alcohol testing in Cue on 21/09/2021 (\$2,360.49)	(2,360.49)	1	CSH
101	EFT10314	27/10/2021	LO-GO Appointments	Contracting services for Rates Officer for the week ending 09/10/2021 (\$229.20)	(229.20)	1	CSH
102	EFT10315	27/10/2021	Lawrence Hinrichs	Reimbursement for workboots, 3 x kettles for Tourist Park, switches for P30 - Autopatch truck, hand towels and toilet paper for Cemetery toilets and Tourist Park (\$596.07)	(596.07)	1	CSH
103	EFT10316	27/10/2021	Mark Smith Pty Ltd	Unblock drains and wash out piping at Tourist Park (\$2,582.25), unblock drains at SH07 - 47 Dowley Street (\$767.80) and pump out septic tank at RV overflow site on 18/07/21 and 01/09/2021 (\$1,320.00)	(4,670.05)	1	CSH
104	EFT10317	27/10/2021	Murchison Club Hotel	Meal expense at Council Forum on 12/10/2021 (\$47.00)	(47.00)	1	CSH
105	EFT10318	27/10/2021	Professional PC Support Pty Ltd	PPS Management services for November 2021 (\$2,314.76) and TK-5274K toner cartridge to suit Kyocera 6630CIDN printer (\$214.50)	(2,529.26)	1	CSH
106	EFT10319	27/10/2021	Sigma Chemicals	12 x 20L Sigma liquid chlorine and 8 x 20L DG Drum deposit for the Water Playground (\$280.94)	(280.94)	1	CSH
107	EFT10320	27/10/2021	St John Western Australia Ltd	Two day equipment hire at first aid training course for staff members (\$220.00)	(220.00)	1	CSH
108	EFT10321	27/10/2021	Statewide Bearings	15 x 20m 1/4 rubber O ring for P30 - Autopatch Truck (\$96.53)	(96.53)	1	CSH
109	EFT10322	27/10/2021	AV Truck Services Pty Ltd	Clutch booster including freight for P38 - Prime Mover (\$544.02)	(544.02)	1	CSH
110	EFT10323	27/10/2021	Aaron Nicholas Hall	Reimbursement of clear tubing, hoses, floats and wire for installing water level reader in P39 / P55 - Water Tankers (\$106.29)	(106.59)	1	CSH
111	EFT10324	27/10/2021	Aqua Pump & Irrigation	100mm Type C camlock for P39 - Water Tanker (\$54.00)	(54.00)	1	CSH
112	EFT10325	27/10/2021	Building & Construction Industry	BCITF levy payment for BP21-006 - 11 Dowley St (\$631.75), BP21-003 - 23 Dowley St (\$351.75) and BCITF levy payment for BP21-004 - 32 Robinson St (\$631.75)	(1,615.25)	1	CSH
113	EFT10326	27/10/2021	Building Commission	Building Services Levy for September 2021 (\$675.00) and Building Services Levy August 2021 (\$370.63)	(1,045.63)	1	CSH
114	EFT10327	27/10/2021	Canine Control	Murdoch University Sterilisation Program for 17/10/2021 - 18/10/2021 including 14 x microchips @ \$55 each (\$2,319.20)	(2,319.20)	1	CSH
115	EFT10328	27/10/2021	Elizabeth Houghton	Refund of candidate nomination deposit for Local Council Election (\$80.00)	(80.00)	1	CSH
116	EFT10329	27/10/2021	Golden West Lubricants (Total Oil)	1 x 20L 150 Bar oil, 5 x 1L 2T synthetic motor oil, 1 x 20L Finadet truck wash and 1 x 20L Finadet water based degreaser for various plant items (\$303.70)	(303.70)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
117	EFT10330	27/10/2021	Ian Dennis	Refund of candidate nomination deposit for Local Council Election (\$80.00)	(80.00)	1	CSH
118	EFT10331	27/10/2021	Julie Ann Humphreys	Refund of candidate nomination deposit for Local Council Election (\$80.00)	(80.00)	1	CSH
119	EFT10332	27/10/2021	Murchison Club Hotel	Meal expenses after council meeting on 19/10/2021 (\$416.00)	(416.00)	1	CSH
120	EFT10333	27/10/2021	Neil William Barnden	Labour to erect garden sheds at GROH Houses and repairs to floor at Old Muni Chambers (\$3,740.00)	(3,740.00)	1	CSH
121	EFT10334	27/10/2021	Peter John Tegg	Refund of candidate nomination deposit for Local Council Election (\$80.00)	(80.00)	1	CSH
122	EFT10335	27/10/2021	Toll Ipec Pty Ltd	Freight cost on Library stock (\$135.08), freight cost on printer toner for Admin Building and Depot (\$38.70) and freight cost on water samples for Water Playground (\$14.19)	(187.97)	1	CSH
123	EFT10336	27/10/2021	Western Independent Foods	12 x 1L UHT full cream milk for Depot and freight on 4 packages (\$91.20)	(91.20)	1	CSH
124	EFT10337	29/10/2021	Water Corporation	Water Usage and Charges between 12/08/2021 - 14/10/2021 (\$22,965.79), 10 Chesson St - Staff House (\$59.82), 12 Chesson St - Staff House (\$119.31), 15 Allen St - Staff House (\$48.67), L22-23 Austin St - Depot (\$949.96), 18 Dowley St - Staff House (\$362.84), 19 Burt St - Staff House (\$221.56), 2 Chesson St - Tourist Park (\$3,554.54), 23 Allen St - Staff House (\$346.11), 29 Robinson St - Staff House (\$381.43), 33 Robinson St - Brockman Park (\$2,903.66), 47 Dowley St - Staff House (\$70.95), 47 Marshall St - Staff House (\$255.02), 52-58 Dowley St - Tennis Courts (\$114.62), 57 Marshall St - Staff House (\$245.72), L5 Austin St - Median Strip (\$1,675.61), 72 Austin St - Post Office (\$8.19), 75 Austin St - Admin Office (\$903.30), 79 Austin St - Public Water Access (\$1,132.54), 8 Victoria St Water - Playground (\$2,576.18), 15 Wittenoorn St (\$739.78), Darlot St - Median Strip (\$51.85), L51 Marshall St - Standpipe (\$3,212.94), L500 Robinson St - Median Strip (\$92.79), L637 Wittenoorn St - Reserve (\$1,913.03), Lot 592 Heydon Place (\$74.76), Lot 593 Heydon Place (\$101.74), 46 Dowley St (\$35.48), 64 Austin St (\$46.81), 14 Chesson - Staff House (\$202.97), 29 Allen St - GROH House (\$312.31), 28 Dowley St - GROH House (\$251.30)	(22,965.79)	1	CSH
125	EFT10338	29/10/2021	Angela Pickering	Electricity reimbursement for 60 days between 03/08/2021 - 01/10/2021 (\$391.76)	(391.76)	1	CSH
126	EFT10339	29/10/2021	Atyeo's Environmental Health Services Pty Ltd	Environmental Health Services for the period 11/10/2021 - 25/10/2021 (\$3,601.04)	(3,601.04)	1	CSH
127	EFT10340	29/10/2021	Five Star	Konika Minolta C454E Black/ Colour meter read for October 21 (\$395.14)	(395.14)	1	CSH
128	EFT10341	29/10/2021	Geraldton Fuel Company Pty Ltd	Supply 10,000L of diesel to Shire Depot @ 1.59c/L (\$15,978.00)	(15,978.00)	1	CSH
129	EFT10342	29/10/2021	Geraldton Toyota	Tail light lens and body for P41 - Toyota Coaster Bus (\$286.55)	(286.55)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
130	EFT10343	29/10/2021	Hersey's Safety Pty Ltd	3 x 15kg bag of rags, 1 x Champion IMP buck bolt, assorted tape, chalking gun, stanley blades and delivery for Depot (\$654.14)	(654.14)	1	CSH
131	EFT10344	29/10/2021	JMH Mechanical Services	Flexi service and parts for P87 - Prime Mover (\$380.37)	(380.37)	1	CSH
132	EFT10345	29/10/2021	Janelle Duncan	Staff house rental for 6 Price Street between 04/10/2021 - 01/11/2021 and electricity usage for 60 days between 03/08/2021 - 01/10/2021(\$1,578.96)	(1,578.96)	1	CSH
133	EFT10346	29/10/2021	LO-GO Appointments	Contracting services for Rates Officer for the week ending 23/10/2021 (\$60.96)	(60.96)	1	CSH
134	EFT10347	29/10/2021	Margaret McCracken	Electricity reimbursement for 60 days from 03/08/2021 - 01/10/2021 (\$349.82)	(349.82)	1	CSH
135	EFT10348	29/10/2021	Ross William Pigdon	Elected member expense claim October 2021(\$1,846.40)	(1,846.40)	1	CSH
136	EFT10349	29/10/2021	Total Tools	1 x Chainsaw chain 250mm CC 40C Makita for P25 - Chainsaw (\$14.10), 2 x Chainsaw bars 250mm 10 Makita for P25 - Chainsaw (\$37.40) and 2 x Chainsaw chain 250mm CC 40C Makita for P25 - Chainsaw (\$31.02)	(82.52)	1	CSH
137	EFT10350	29/10/2021	Trephleene Pty Ltd T/A Canine Control	Ranger Services on 17/10/2021 and 18/10/2021 (\$1,540.29)	(1,540.29)	1	CSH
138	EFT10351	29/10/2021	Truckzone Pty Ltd	Seal and lining kit P61 - Prime Mover (\$176.51) and 10PK1940 fan belt and 8PK1600 fan belt for P61 - Prime Mover (\$139.18)	(315.69)	1	CSH
139	EFT10352	29/10/2021	Tyre & Tube Specialists	23.5-25 ARMOUR L5 LUG loader tyre for P46 - Wheel Loader (\$8,008.00)	(8,008.00)	1	CSH
140	EFT10353	29/10/2021	Western Independent Foods	12 x 1L UHT full cream milk for Depot Supplies (\$88.00)	(88.00)	1	CSH
			<b>Total EFT's</b>		<b>(629,404.65)</b>		
<b>BPAY</b>							
141	BPAY	08/10/2021	State Library of WA	Better Beginnings packs for Library 2021 (\$5.50)	(5.50)	1	CSH
142	BPAY	08/10/2021	Horizon Power	Electricity for 60 days from 03/08/2021 - 01/10/2021 (\$15,789.47)	(15,789.47)	1	CSH
143	BPAY	08/10/2021	Telstra Corporation Ltd	Phone charges for the period 13/09/2021 - 12/10/2021 (\$3,301.39), Staff House 12 Chesson Street Phone Charges 9963 1026 (\$55.00), Office Phone Charges 9963 1111 (\$55.00), Staff House 15 Allen Street Phone Charges 9963 1591 (\$55.00), Staff House 47 Marshall Street Phone Charges 9963 1959 (\$55.00), Telecommunications - Admin GEN- Internet and Data Charges for Office N9025434R (\$2,886.40), Staff House 15 Allen Street Internet and Data Charges N9043602R (\$59.99) and Telstra Technician Testing (\$135.00)	(3,823.43)	1	CSH
144	BPAY	21/10/2021	Department of Transport	12 Month license and insurance for the period 11/11/2021 - 10/11/2022 for P88 - Kubota Ride on Mower (\$81.40)	(81.40)	1	CSH
145	BPAY	21/10/2021	Horizon Power	Electricity for 8 Darlot Street Staff House for 18 days from 14/09/2021 - 01/10/2021 (\$91.61)	(91.61)	1	CSH
146	BPAY	21/10/2021	Pivotel Satellite Pty Ltd	Satellite phone charges for October 2021 (\$60.00)	(60.00)	1	CSH
147	BPAY	28/10/2021	Midland The Good Guys	1 x 431L Westinghouse top mount refrigerator and 1 x 1200W Sharp inverter microwave for SH07 and SH10 - Staff Houses (\$1,273.00)	(1,273.00)	1	CSH

**List of Accounts Paid as of October 2021**

#	Type	Date	Name	Description	Amount	Bank	Type
148	BPAY	28/10/2021	Horizon Power	Electricity supply for 24 days from 02/10/2021 - 25/10/2021 (\$79.78), 29 Allen Street - GROH House (\$43.41) and 28 Dowley St (\$36.37)	(79.78)	1	CSH
149	BPAY	17/10/2021	DHS Official Receipts CSA Account - Oct 21	Payroll deductions	(660.74)	1	CSH
			<b>Total BPAY's</b>		<b>(21,864.93)</b>		
<b>CHEQUES</b>							
150	CHEQUES		No Cheques for the month		0.00		
			<b>Total Cheques</b>		<b>0.00</b>		
<b>PAYROLL</b>							
151	PAYROLL	03/10/2021	Payroll Direct Debit of Net Pays	Payroll Direct Debit of Net Pays	(50,465.85)		
152	PAYROLL	17/10/2021	Payroll Direct Debit of Net Pays	Payroll Direct Debit of Net Pays	(54,158.25)		
153	PAYROLL	31/10/2021	Payroll Direct Debit of Net Pays	Payroll Direct Debit of Net Pays	(61,679.25)		
			<b>Total Payroll</b>		<b>(166,303.35)</b>		
				<b>TOTAL PAYMENTS</b>	<b>(859,587.48)</b>		
				Total Credit Card	(221.00)		
				Total Direct Debits	(41,793.55)		
				Total EFTs	(629,404.65)		
				Total BPAY	(21,864.93)		
				Total Cheque	0.00		
				Total Payroll	(166,303.35)		
				<b>TOTAL PAYMENTS</b>	<b>(859,587.48)</b>		

## 10.2 FINANCIAL STATEMENT

APPLICANT:	Shire of Cue
DISCLOSURE OF INTEREST:	Nil
AUTHOR:	Cheryl Walton – Manager Finance
DATE:	9 November 2021

### ***Matters for Consideration:***

The Statements of Financial Activity are for the period ended 31 October 2021 including the following reports:

- Graphical Representation – Source Statement of Financial Activity
- Statement of Financial Activity
- Major Variances
- Net Current Funding Position
- Cash and Investments
- Trust Fund
- Cash Backed Reserve
- Receivables
- Capital Disposals
- Borrowings
- Capital Acquisitions
- Rate Revenue
- Grants and Contributions

see [Appendix 2](#).

### ***Background:***

Under the *Local Government (Financial Management Regulations 1996)*, a monthly Statement of Financial Activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but presents a complete overview of the financial position of the local government at the end of each month. The Statement of Financial Activity for each month must be adopted by Council and form part of the minutes.

### ***Comments:***

The Statements of Financial Activity are for the month of October 2021.

### ***Statutory Environment:***

*Local Government (Financial Management Regulations) 1996 – Clause 14.*

**Policy Implications:**

Nil.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Consultation:**

Richard Towell – Chief Executive Officer

Glenn Boyes – Deputy Chief Executive Officer

**Officer's Recommendation:**

**Voting Requirement:** Simple Majority

That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period ended 31 October 2021, as presented at [Appendix 2](#).

**Council Decision:**

**Voting requirement:** Simple Majority

**MOVED:**

**SECONDED:**

**CARRIED:**

# APPENDIX 2



**Shire of Cue**

73 Austin Street Cue WA 6640

PO Box 84 Cue WA 6640

(08) 9963 8600

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

# **SHIRE OF CUE**

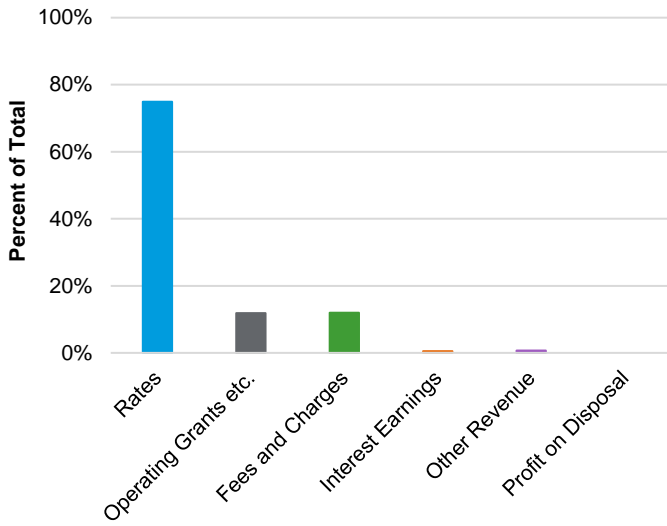
## **MONTHLY FINANCIAL REPORT**

**For the Period Ending 31 October 2021**

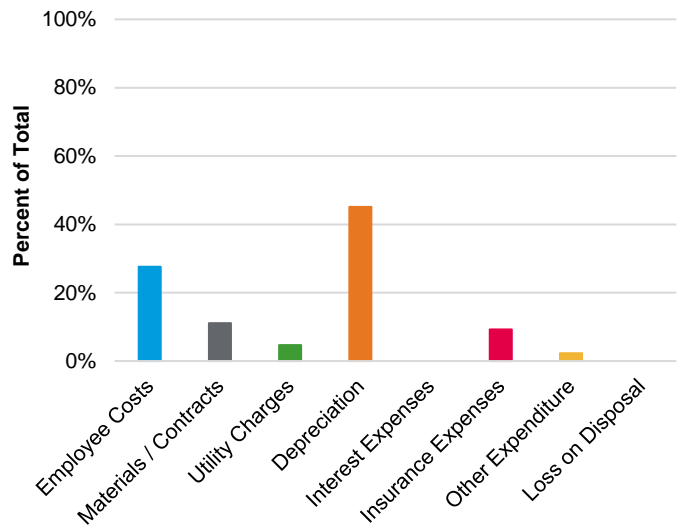


**SHIRE OF CUE**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ending 31 October 2021**  
**SUMMARY GRAPHS - OPERATING**

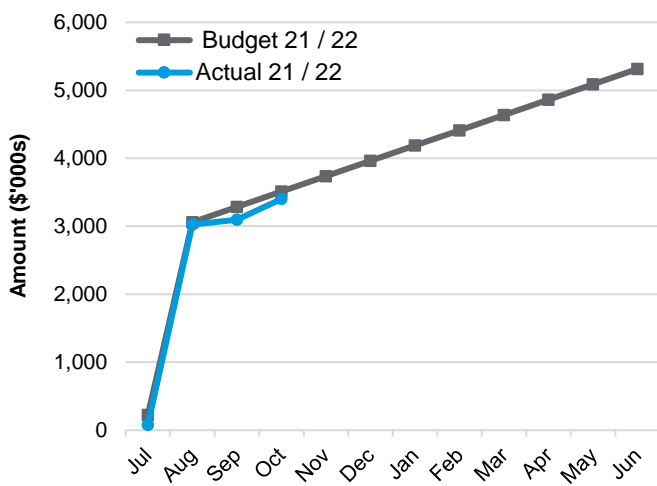
**Operating Revenue**



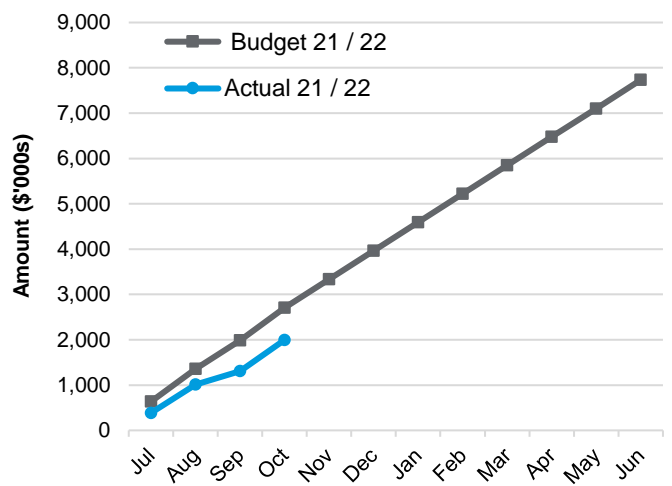
**Operating Expenditure**



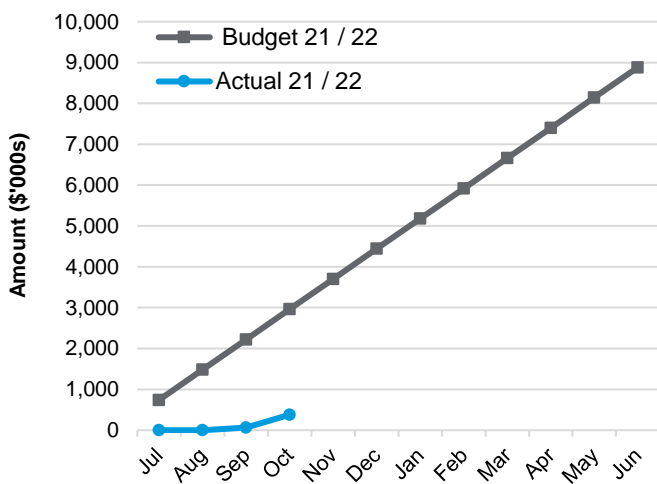
**Operating Revenue**



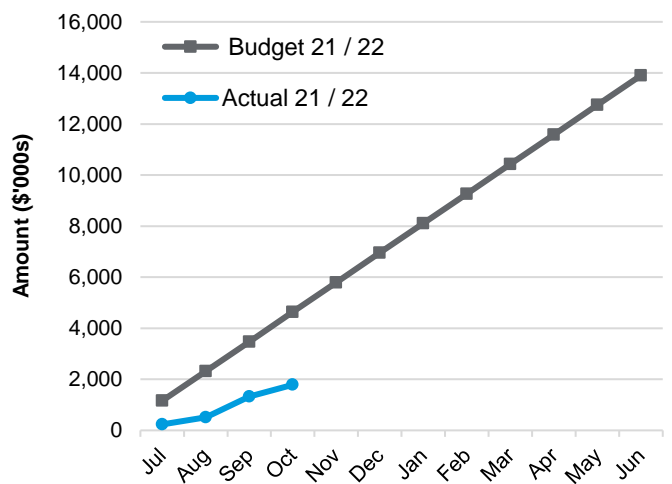
**Operating Expenses**



**Capital Revenue (inc. Flood Damage)**

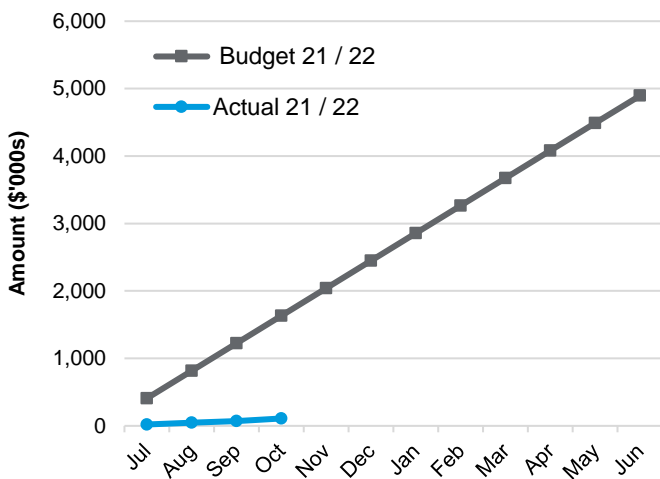


**Capital Expenses (inc. Flood Damage)**

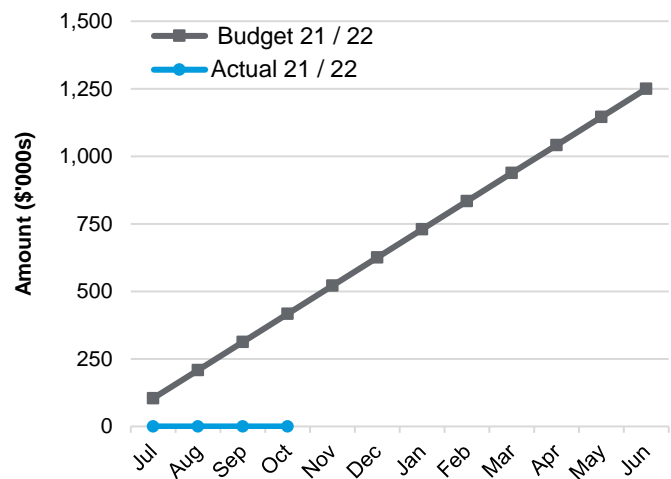


**SHIRE OF CUE**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ending 31 October 2021**  
**SUMMARY GRAPHS - CAPITAL**

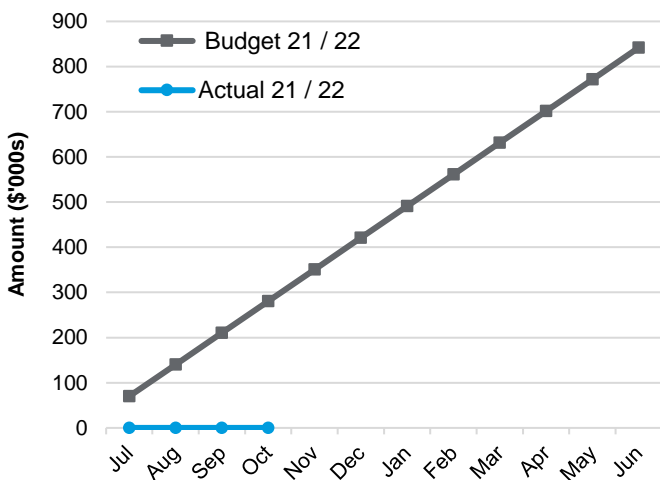
**Land and Buildings (exc. GROH Housing)**



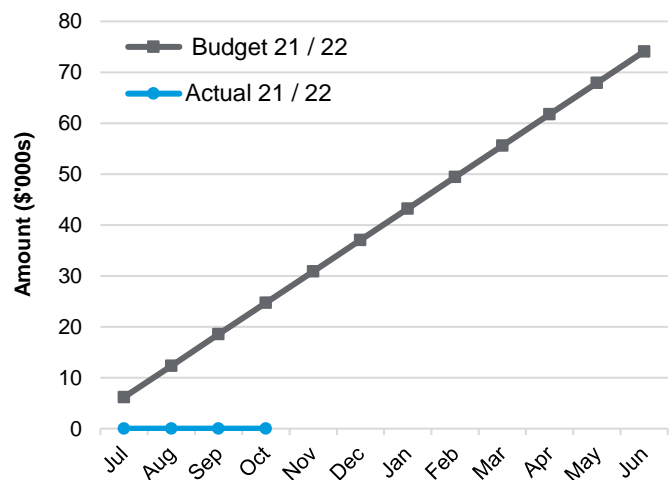
**Staff Housing**



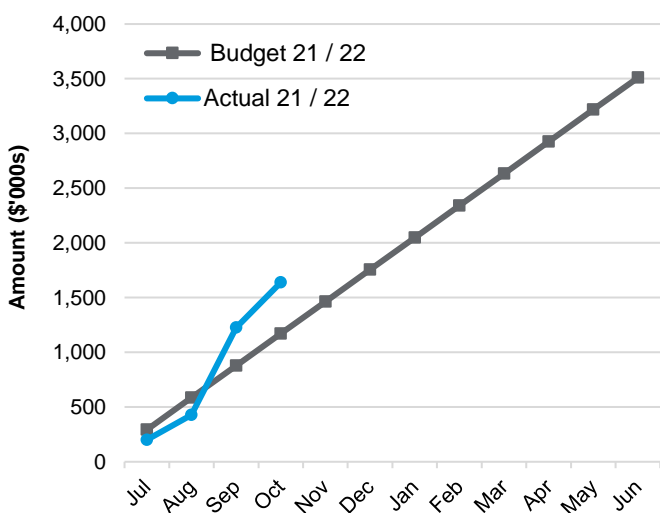
**Plant and Equipment**



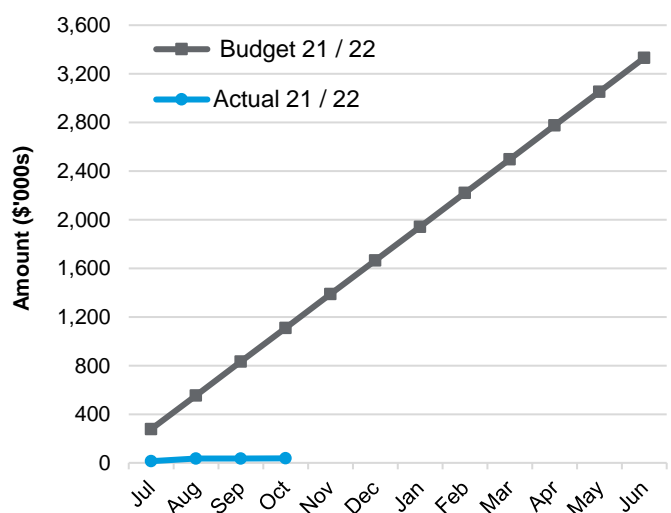
**Furniture and Equipment**



**Roads**



**Other Infrastructure**



**SHIRE OF CUE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**  
**NATURE OR TYPE**

	Note	Annual Budget \$	YTD Budget \$	YTD Actual \$	Var* \$	Var* %
<b>Opening Funding Surplus / (Deficit)</b>	2	4,130,145	4,130,145	4,127,551		
<b>Revenue from Operating Activities</b>						
Rates	9	2,498,645	2,529,303	2,548,419	19,116	1%
Grants, Subsidies and Contributions	10(a)	1,759,510	586,496	403,483	(183,014)	(31%)
Fees and Charges		855,380	326,325	407,592	81,267	25%
Interest Earnings		61,280	20,420	18,139	(2,281)	(11%)
Other Revenue		100,000	33,320	23,871	(9,449)	(28%)
Profit on Disposal of Assets	6	40,400	13,464	-	(13,464)	(100%)
		<b>5,315,215</b>	<b>3,509,328</b>	<b>3,401,503</b>		
<b>Expenditure from Operating Activities</b>						
Employee Costs		(2,344,960)	(771,964)	(550,630)	221,334	29%
Materials and Contracts		(1,748,970)	(582,580)	(221,197)	361,383	62%
Utility Charges		(435,800)	(145,192)	(93,200)	51,992	36%
Depreciation on Non-current Assets		(2,703,700)	(901,196)	(900,000)	1,196	0%
Interest Expenses		(22,500)	(7,500)	-	7,500	100%
Insurance Expenses		(165,750)	(193,796)	(184,508)	9,288	5%
Other Expenditure		(305,700)	(101,876)	(45,708)	56,168	55%
Loss on Disposal of Assets	6	(5,600)	(1,864)	-	1,864	100%
		<b>(7,732,980)</b>	<b>(2,705,968)</b>	<b>(1,995,243)</b>		
<b>Excluded Non-cash Operating Activities</b>						
Depreciation and Amortisation		2,703,700	901,196	900,000		
(Profit) / Loss on Asset Disposal		(34,800)	(11,600)	-		
<b>Net Amount from Operating Activities</b>		<b>251,135</b>	<b>1,692,956</b>	<b>2,306,260</b>		
<b>Investing Activities</b>						
Grants, Subsidies and Contributions	10(b)	8,882,020	2,960,656	379,516	(2,581,140)	(87%)
Proceeds from Disposal of Assets		160,000	53,332	-	(53,332)	(100%)
Land and Buildings	8(a)	(6,145,500)	(2,048,424)	(109,450)	1,938,974	95%
Plant and Equipment	8(b)	(842,000)	(280,668)	-	280,668	100%
Furniture and Equipment	8(c)	(74,100)	(24,696)	-	24,696	100%
Infrastructure Assets - Roads	8(d)	(3,508,980)	(1,169,644)	(1,638,710)	(469,066)	(40%)
Infrastructure Assets - Other	8(e)	(3,331,210)	(1,110,300)	(37,222)	1,073,078	97%
<b>Net Amount from Investing Activities</b>		<b>(4,859,770)</b>	<b>(1,619,744)</b>	<b>(1,405,866)</b>		
<b>Financing Activities</b>						
Transfer from Reserves	4	1,254,070	-	-	-	
Repayment of Debentures	7	(92,800)	(46,400)	(46,197)	203	0%
Transfer to Reserves	4	(682,780)	(10,927)	(30,669)	(19,742)	(181%)
<b>Net Amount from Financing Activities</b>		<b>478,490</b>	<b>(57,327)</b>	<b>(76,866)</b>		
<b>Closing Funding Surplus / (Deficit)</b>	2	-	<b>4,146,030</b>	<b>4,951,079</b>		

\* - Note 1 provides an explanation for the relevant variances shown above.

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

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**1. EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2021/22 year is \$25,000 or 10% whichever is the greater.

<b>Reporting Program</b>	<b>Var</b>	<b>Var</b>	<b>Var</b>	<b>Timing /</b>	<b>Explanation of Variance</b>
	<b>\$</b>	<b>%</b>		<b>Permanent</b>	
<b>Operating Revenues</b>					
Grants, Subsidies and Contributions	(183,014)	(31%)	▼	Timing	Timing of grants
Fees and Charges	81,267	25%	▲	Timing	Tourist park and airport fees higher than budgeted. Timing of commercial rental income
<b>Operating Expense</b>					
Employee Costs	221,334	29%	▲	Timing	Employee vacancies and staffing levels
Materials and Contracts	361,383	62%	▲	Timing	Expenditure less than budgeted
Utility Charges	51,992	36%	▲	Timing	Expenditure less than budgeted
Other Expenditure	56,168	55%	▲	Timing	Expenditure less than budgeted
<b>Capital Revenues</b>					
Grants, Subsidies and Contributions	(2,581,140)	(87%)	▼	Timing	Timing of grants and contributions, including flood damage reimbursements
Proceeds from Disposal of Assets	(53,332)	(100%)	▼	Timing	Timing of disposals
<b>Capital Expenses</b>					
Land and Buildings	1,938,974	95%	▲	Timing	See Note 8 (Timing of projects)
Plant and Equipment	280,668	100%	▲	Timing	See Note 8 (Timing of plant replacement)
Infrastructure - Roads	(469,066)	(40%)	▼	Timing	See Note 8 (Timing of roads projects and flood damage works)
Infrastructure - Other	1,073,078	97%	▲	Timing	See Note 8 (Timing of projects)

**Financing**

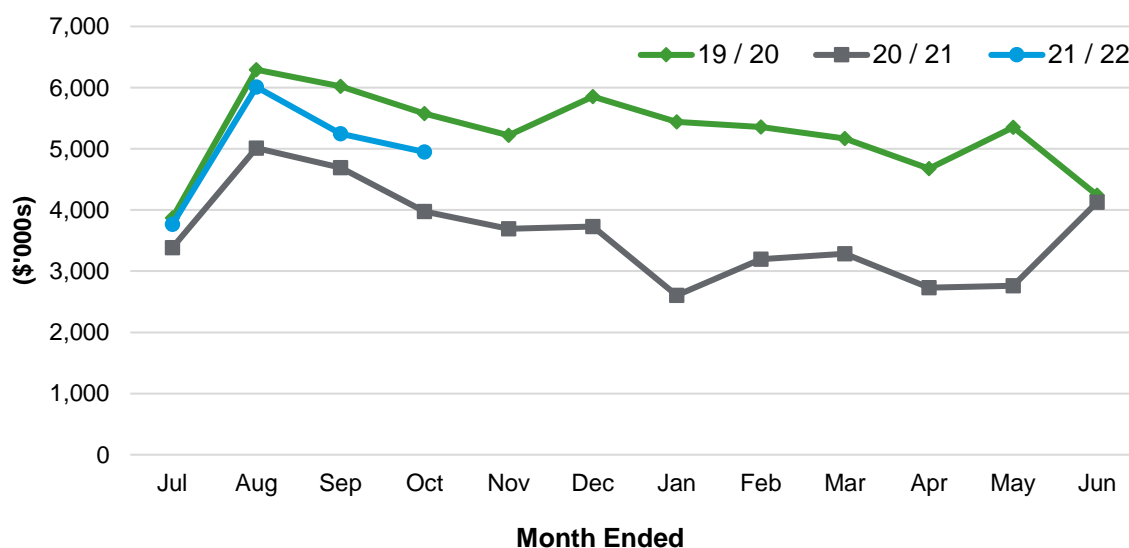
No financing activities have material variances over the threshold

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**2. NET CURRENT FUNDING POSITION**

	Note	31/10/2021	30 Jun 21
		\$	\$
<b>Current Assets</b>			
Cash Unrestricted	3	3,571,300	3,661,606
Cash Restricted	3	7,047,699	6,868,421
Receivables - Rates	5(a)	422,657	291,361
Receivables - Other	5(b)	521,809	129,380
ATO Receivable		51,958	134,935
Provision for Doubtful Debts		(33,910)	(33,910)
Accrued Income / Prepayments		597,690	1,120,185
Inventories		67,026	43,665
<b>Total Current Assets</b>		<b>12,246,229</b>	<b>12,215,643</b>
<b>Current Liabilities</b>			
Sundry Creditors		441	(921,598)
Rates Received in Advance		(9,155)	(3,330)
Revenue Received in Advance		(1,037,060)	(888,993)
GST Payable		(56,663)	(19,634)
Payroll Creditors		(54,388)	(50,120)
Deposits and Bonds		(31,855)	(8,000)
Loan Liability	7	(46,608)	(183,981)
Accrued Expenses		-	(86,740)
Accrued Salaries and Wages		-	(33,877)
<b>Total Payables</b>		<b>(1,235,289)</b>	<b>(2,196,273)</b>
Provisions		(169,179)	(169,179)
<b>Total Current Liabilities</b>		<b>(1,404,468)</b>	<b>(2,365,452)</b>
Less: Cash Reserves	4	(5,937,290)	(5,906,621)
Less: Loan Liability	7	46,608	183,981
<b>Net Funding Position</b>		<b>4,951,079</b>	<b>4,127,551</b>

**Net Funding Position**



**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**3. CASH AND FINANCIAL ASSETS**

	Unrestricted	Restricted	Total	Interest	Maturity
	\$	\$	Amount	Rate	Date
(a) Cash and Cash Equivalents			\$	%	
Cash On Hand	970		970	0.00	N/A
Cheque Account	163,592		163,592	0.00	N/A
Online Saver Account	2,524,355		2,524,355	0.20	N/A
Cash Deposit	510,195		510,195	0.37	14 Mar 22
Cash Deposit	192,188	110,183	302,371	0.50	04 Dec 21
Cash Deposit	180,000		180,000	0.45	18 Nov 21
Cash Deposit		1,000,225	1,000,225	0.28	23 Mar 22
Reserves Deposit		82,754	82,754	0.45	18 Nov 21
Reserves Deposit		1,531,002	1,531,002	0.35	10 Feb 22
Reserves Deposit		1,164,760	1,164,760	0.55	24 Oct 22
Reserves Deposit		1,343,278	1,343,278	0.55	25 Jul 22
Reserves Deposit		1,159,008	1,159,008	0.55	25 Aug 22
Reserves Deposit		656,487	656,487	0.55	11 Jun 22
<b>Total Cash / Financial Assets</b>	<b>3,571,300</b>	<b>7,047,699</b>	<b>10,618,999</b>		

**(b) Trust Fund**

Description	Opening Balance 01 Jul 21 \$	Amount Received \$	Amount Paid \$	Closing Balance 31/10/2021 \$
Cue LCDC	2,080	-	-	2,080
<b>Total Funds in Trust</b>	<b>2,080</b>	<b>-</b>	<b>-</b>	<b>2,080</b>

The current interest rate for this type of bank account is 0.00% when funds held are less than \$500,000

**4. CASH BACKED RESERVES**

**YTD Actual**

Reserve Name	Balance 01 Jul 21 \$	Transfers from \$	Interest Received \$	Transfer to \$	Balance 31/10/2021 \$
Long Service Leave	63,409	-	329	-	63,738
Building Maintenance	598,347	-	3,107	-	601,454
Plant Replacement	517,888	-	2,688	-	520,576
Streetscape	319,655	-	1,660	-	321,315
Sports Facilities	123,079	-	639	-	123,718
Tourist Park Development	254,225	-	1,319	-	255,544
Water Playground	61,147	-	317	-	61,464
Beringarra Road	2,530,506	-	13,143	-	2,543,649
Tourism	124,168	-	645	-	124,813
Housing / Land Development	218,246	-	1,133	-	219,379
Heritage	631,446	-	3,278	-	634,724
Road Maintenance	234,661	-	1,218	-	235,879
Infrastructure	229,844	-	1,193	-	231,037
<b>Total Cash Backed Reserves</b>	<b>5,906,621</b>	<b>-</b>	<b>30,669</b>	<b>-</b>	<b>5,937,290</b>

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**5. RECEIVABLES**

**(a) Rates Receivable**

	<b>31/10/2021</b>
	\$
Current	261,906
Previous Year	34,022
Second Previous Year	36,623
Third Previous Year or Greater	90,107
<b>Total Rates Receivable Outstanding</b>	<b>422,657</b>

**(b) General Receivables\***

	<b>31/10/2021</b>
	\$
Current	400,793
30 Days	86,371
60 Days	2,257
90+ Days	32,388
<b>Total General Receivables Outstanding</b>	<b>521,809</b>

\* - Amounts may include GST

**6. DISPOSAL OF ASSETS**

	<b>Annual Budget Profit / (Loss)</b>	<b>YTD Proceeds on Disposal</b>	<b>YTD Actual Profit / (Loss)</b>
	\$	\$	\$
<b>Plant and Equipment</b>			
Caterpillar 226B3SC Skid Steer Loader	17,100	-	-
Mack Trident Prime Mover CD 775	(5,600)	-	-
CAT 301.7D Mini Excavator	17,300	-	-
Town Crew Supervisor Ute	6,000	-	-
<b>Total Profit or (Loss)</b>	<b>34,800</b>	<b>-</b>	<b>-</b>

**7. INFORMATION ON BORROWINGS**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>
	\$	\$	\$
<b>GROH Housing</b>			
Principal Repayments	92,800	46,400	46,197
Interest and Fees	22,500	7,500	-
<b>Total Repayments</b>	<b>115,300</b>	<b>53,900</b>	<b>46,197</b>

**Principal Outstanding**

Principal Outstanding 01 Jul	843,839	843,839	843,839
Principal Repayments	(92,800)	(46,400)	(46,197)
<b>Principal Outstanding Current Month</b>	<b>751,039</b>	<b>797,439</b>	<b>797,642</b>

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**8. CAPITAL ACQUISITIONS**

**(a) Land and Buildings**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Staff Unit Housing Development	1,250,000	416,664	-	416,664
Pensioner Housing Development	1,000,000	333,324	-	333,324
GROH Housing	70,000	23,332	29,138	(5,806)
Staff Housing	430,000	143,332	1	143,331
Great Fingal Mine Office	2,000,000	666,664	-	666,664
Old Railway Building and Youth Centre	250,000	83,332	33,580	49,752
Town Hall Upgrades	340,000	113,324	-	113,324
Heritage Building Renovations	130,000	43,328	15,115	28,213
Bowling Green Upgrade	10,000	3,332	-	3,332
Works Depot Improvements	50,000	16,664	-	16,664
Tourist Park House and Office	80,000	26,660	17,704	8,956
Tourist Park Ablutions	100,000	33,332	-	33,332
Old Gaol Restoration	80,000	26,664	10,545	16,119
Heydon Place Industrial Development	250,000	83,324	1,278	82,047
Old Municipal Building Improvements	60,000	19,992	-	19,992
Pension Hut Renovation	10,500	3,500	-	3,500
Administration Building Improvements	35,000	11,656	-	11,656
Heritage Discovery Centre	-	-	2,090	(2,090)
<b>Total Land and Buildings</b>	<b>6,145,500</b>	<b>2,048,424</b>	<b>109,450</b>	<b>1,938,974</b>

**(b) Plant and Equipment**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Prime Mover	300,000	100,000	-	100,000
Mini Excavator	200,000	66,667	-	66,667
Caterpillar Skid Steer Loader	120,000	40,000	-	40,000
4 x 4 Dual Cab 3 Tonne Truck	100,000	33,333	-	33,333
Town Crew Tipping Tray Ute	45,000	15,000	-	15,000
Cleaners Van	35,000	11,667	-	11,667
Road Maintenance Equipment	20,000	6,667	-	6,667
Town Maintenance Equipment	12,000	4,000	-	4,000
Workshop Equipment	10,000	3,333	-	3,333
<b>Total Plant and Equipment</b>	<b>842,000</b>	<b>280,668</b>	<b>-</b>	<b>280,668</b>



**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**8. CAPITAL ACQUISITIONS (Continued)**

**(c) Furniture and Equipment**

	<b>Annual Budget \$</b>	<b>YTD Budget \$</b>	<b>YTD Actual \$</b>	<b>YTD Variance \$</b>
Council	10,000	3,332	-	3,332
Staff Housing	15,000	5,000	-	5,000
Pension Hut	10,000	3,332	-	3,332
Administration	39,100	13,032	-	13,032
<b>Total Furniture and Equipment</b>	<b>74,100</b>	<b>24,696</b>	<b>-</b>	<b>24,696</b>

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**8. CAPITAL ACQUISITIONS (Continued)**

**(d) Infrastructure - Roads**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Flood Damage Reimbursement (AGRN888)	1,940,000	646,664	1,025,533	(378,869)
Road Train Assembly Area	252,600	84,200	-	84,200
Roads to Recovery	351,880	117,292	382,355	(265,063)
Construction - Muni Funds Roads	440,000	146,660	48,377	98,283
Regional Roads Group	274,500	91,496	182,445	(90,949)
Cue-Beringarra Road	150,000	50,000	-	50,000
Grid Widening Program	100,000	33,332	-	33,332
<b>Total Infrastructure - Roads</b>	<b>3,508,980</b>	<b>1,169,644</b>	<b>1,638,710</b>	<b>(469,066)</b>

**(e) Other Infrastructure**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Waste Site - Fencing and Improvements	325,000	108,324	-	108,324
Deep Sewerage	240,000	80,000	-	80,000
Cemetery Niche Wall	35,000	11,656	-	11,656
Playground Equipment	220,000	73,324	-	73,324
Sporting Facilities	100,000	33,328	4,590	28,738
Oval Infrastructure	50,000	16,664	-	16,664
Walk and Cycle Trails	27,610	9,200	980	8,220
Airport Runway Resealing	1,200,000	399,992	3,230	396,762
Artificial Lawn and Retic	45,000	14,992	-	14,992
Museum Project	180,000	59,992	855	59,137
Austin Street Development	100,000	33,332	-	33,332
Garden Rock Development	100,000	33,332	-	33,332
Streetscape	75,000	24,992	-	24,992
Tourist Park Improvements	40,000	13,324	35	13,289
CCTV	50,000	16,664	-	16,664
RV Site	30,000	9,992	164	9,828
Oasis Visitor Parking Project	23,000	7,664	-	7,664
Standpipe Automation	60,000	20,000	27,368	(7,368)
LRCIP Funded Projects	430,600	143,528	-	143,528
<b>Total Infrastructure - Other</b>	<b>3,331,210</b>	<b>1,110,300</b>	<b>37,222</b>	<b>1,073,078</b>

<b>Total Capital Expenditure</b>	<b>13,901,790</b>	<b>4,633,732</b>	<b>1,785,382</b>	<b>2,848,350</b>
----------------------------------	-------------------	------------------	------------------	------------------

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ending 31 October 2021

**9. RATING INFORMATION**

	<b>Rateable Value</b>	<b>Rate in</b>	<b>Number of Properties</b>	<b>Annual Budget Revenue</b>	<b>YTD Actual Revenue</b>
	<b>\$</b>	<b>\$</b>	<b>#</b>	<b>\$</b>	<b>\$</b>
<b>General Rates</b>					
GRV Residential	561,648	0.109067	93	61,257	61,257
GRV Commercial	304,708	0.109067	6	33,233	33,234
GRV Vacant Land	-	0.109067	0	-	-
GRV M & T Workforce	246,750	0.300000	2	74,025	74,025
UV Mining	7,666,802	0.290984	355	2,230,917	2,240,510
UV Pastoral	563,097	0.078631	14	44,277	42,270
<b>Total General Rates</b>				<b>2,443,709</b>	<b>2,451,296</b>
<b>Minimum Rates</b>					
GRV Residential	105,449	463.00	47	21,761	21,761
GRV Commercial	-	463.00	0	-	-
GRV Vacant Land	5,888	463.00	37	17,131	16,668
GRV M & T Workforce	-	463.00	0	-	-
UV Mining	103,631	463.00	130	60,190	60,653
UV Pastoral	12,295	463.00	4	1,852	2,315
<b>Total Minimum Rates</b>				<b>100,934</b>	<b>101,397</b>
<b>Total General and Minimum Rates</b>				<b>2,544,643</b>	<b>2,552,693</b>
<b>Other Rate Revenue</b>					
Rates Written-off				(6,355)	-
Discounts / Concessions				(43,643)	(2,309)
Incentive Prize				(1,000)	-
Interim and Back Rates				5,000	(1,966)
<b>Total Funds Raised from Rates</b>				<b>2,498,645</b>	<b>2,548,419</b>

**SHIRE OF CUE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ending 31 October 2021**

**10. GRANTS, SUBSIDIES AND CONTRIBUTIONS**

**(a) Operating Grants, Subsidies and Contributions**

	<b>Grant Provider</b>	<b>Annual Budget \$</b>	<b>YTD Budget \$</b>	<b>YTD Actual \$</b>
General Commission Grants	WA Government	712,346	237,448	200,314
Roads Commission Grants	WA Government	164,580	54,860	48,172
ESL Grant	FESA	7,500	2,500	4,890
Youth Program Grant		-	-	650
Donations Received		800	264	-
MRWA RRG Direct Grant	MRWA	130,284	43,428	130,284
Road Maintenance		660,000	220,000	-
Diesel Fuel Rebate		40,000	13,332	19,173
Sundry Income Admin		44,000	14,664	-
<b>Total Grants, Subsidies and Contributions</b>		<b>1,759,510</b>	<b>586,496</b>	<b>403,483</b>

**(b) Non-operating Grants, Subsidies and Contributions**

	<b>Grant Provider</b>	<b>Annual Budget \$</b>	<b>YTD Budget \$</b>	<b>YTD Actual \$</b>
Local Roads / Community Infrastructure	Federal	1,239,135	413,044	-
Pensioner Housing Development	WA Government	1,000,000	333,332	-
Deep Sewerage	Royalties for Regions	240,000	80,000	-
Waste Site Development		100,000	33,332	-
Great Fingall Mine Development	WA Government	1,500,000	500,000	-
Great Fingall Mine Development	Contribution	250,000	83,332	-
Railway Building	WA Government	330,000	110,000	-
Playground	WA Government	110,000	36,664	-
Flood Damage Reimbursement (AGRN888)	DFES	1,786,000	595,332	-
Airport Grants and Contributions	RADS	400,000	133,332	-
Airport Grants and Contributions	Contribution	400,000	133,332	-
Roads to Recovery	Federal	351,885	117,292	-
Road User Agreements	Contribution	900,000	300,000	316,516
RRG - RRG Road Project Grant	RRG	140,000	46,664	-
Heydon Place Industrial Development		135,000	45,000	63,000
<b>Total Grants, Subsidies and Contributions</b>		<b>8,882,020</b>	<b>2,960,656</b>	<b>379,516</b>

### 10.3 RISK MANAGEMENT PLAN

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Glenn Boyes – Deputy Chief Executive Officer  
 DATE: 11 November 2021

***Matters for Consideration:***

Receiving of the Risk Management Plan.

***Background:***

The System and Procedures review, which falls under Regulation 17 of the *Local Government (Audit) Regulations 1996 (WA)*, was completed in May 2020 and recommended the Shire implement a Risk Management Plan. The Risk Management Plan can be found at [Appendix 3](#).

***Comments:***

The Shire has developed a framework for the introduction of structured risk management. Risk Management is generally carried out at all levels of the Shire – from operational staff to Councillors – however it is important to document and provide a context within which these risk decisions are made. The Risk Management Plan provides that framework and assists in raising awareness of the importance of risk management in all areas of work.

***Statutory Environment:***

Nil

***Policy Implications:***

Nil

***Financial Implications:***

Nil

***Strategic Implications:***

*Shire of Cue Strategic Community Plan 2017-2027*

*Outcome 2.1.2 Continue to improve and review organisational plans*

*Outcome 2.1.3 Maintain accountability and financial responsibility*

***Consultation:***

Richard Towell – Chief Executive Officer

**Committee Decision:**

**Voting Requirement:** Simple Majority

That Council adopt the Risk Management Plan.

**Committee Decision:**

**Voting requirement:** Simple Majority

**MOVED:**

**SECONDED:**

**CARRIED:**

# APPENDIX 3



**Shire of Cue**

73 Austin Street Cue WA 6640

PO Box 84 Cue WA 6640

(08) 9963 8600

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

# **RISK MANAGEMENT PLAN**

## **2021 – 2022**

**November 2021**

---



## Contents

Contents .....	1
Introduction .....	2
Risk Management Procedures .....	2
Governance .....	2
Framework Review .....	2
Operating Model .....	2
Category 1 – Identify .....	2
Category 2 – Monitor .....	2
Category 3 – Audit .....	3
Roles and Responsibilities .....	3
CEO / Council .....	3
Audit Committee .....	3
Senior Management .....	3
Work Areas .....	3
Risk and Control Management .....	3
A – Context .....	3
1. Organisational Context .....	3
2. Specific Risk Assessment Context .....	4
a) Strategic Context .....	4
b) Operational Context .....	4
c) Project Context .....	4
B – Identification .....	4
C – Analysis .....	4
D – Evaluation .....	5
E – Treatment .....	5
F – Monitoring and Review .....	5
G – Communication and Consultation .....	5
Reporting Requirements .....	5
Indicators .....	5
a) Identification .....	5
b) Validity of Source .....	6
c) Tolerances .....	6
d) Monitor and Review .....	6
Risk Acceptance .....	6
Appendix A .....	7
Measures of Consequences .....	7
Likelihood .....	8
Risk Matrix .....	8
Risk Acceptance Criteria .....	9
Control Ratings .....	10

## Introduction

The Risk Management Plan (Plan) sets out the Shire's approach to identify, assess, manage, report and monitor risks. The Plan is based on the Australia/New Zealand Standard ISO Risk Management standards.

By adopting the Plan we hope to ensure:

- Strong corporate governance
- Compliance with relevant legislation, regulations and internal policies
- Integrated Planning and Reporting requirements are met
- Uncertainty and its effects on objectives is understood
- Minimise adverse effects on the Shire's financial position

## Risk Management Procedures

### Governance

Appropriate governance of risk management within the Shire provides:

- Transparency of decision making
- Clear identification of the roles and responsibilities of risk management functions
- An effective Governance Structure to support the risk framework

### Framework Review

The Plan should be reviewed annually.

### Operating Model

The Shire's risk management model includes three categories labelled identify, monitor and audit. This model ensures roles, responsibilities and accountabilities for decision making are structured to demonstrate effective governance and assurance.

#### ***Category 1 – Identify***

All operational areas of the Shire are responsible for ensuring that risks within their scope of operations are identified, assessed, managed, monitored and reported. The responsibilities include:

- Establishing and implementing appropriate processes and controls for the management of risk
- Undertaking adequate analysis to support the decision-making process of risk
- Prepare risk acceptance proposals where necessary
- Retain primary accountability for the ongoing management of their risk and control environment

#### ***Category 2 – Monitor***

Senior management manages risk, drafts and implements procedures and provides the necessary tools and training to support the first category. Additional responsibilities include:

- Providing independent oversight of risk matters as required
- Monitoring and reporting on emerging risks
  - Co-ordinating the Shire's risk reporting for senior management and the Audit Committee

### **Category 3 – Audit**

Internal and/or external audits should be performed on all operational areas of the Shire. This will provide assurance that risk has been minimised.

### **Roles and Responsibilities**

#### **CEO / Council**

- Review and approve the Shire’s Risk Management Plan
- Appoint / Engage External Auditors to report on financial statements annually
- Establish and maintain an Audit Committee in terms of the Local Government Act

#### **Audit Committee**

- Support Council in providing effective corporate governance
- Oversight of all matters that relate to the conduct of external audits
- Independent, objective and autonomous in deliberations

#### **Senior Management**

- Undertake internal audits as required under Local Government (Audit) regulations
- Liaise with Council in relation to risk acceptance requirements
- Approve and review the appropriateness and effectiveness of the Risk Management Plan
- Promote a low risk culture in the Shire
- Analyse and discuss emerging risks, issues and trends
- Document decisions and actions arising from risk matters
- Manage identified risks
- Oversee and facilitate the Risk Management Framework
- Support reporting requirements for risk matters

#### **Work Areas**

- Promote risk management culture within work areas
- Manage and report on specific risk issues as required
- Assist in the Risk and Control Management process as required
- Highlight any emerging risks or issues accordingly
- Hold risk management meetings to discuss the following:
  - New or emerging risks
  - Review existing risks
  - Control adequacy
  - Outstanding issues and actions

### **Risk and Control Management**

All work areas of the Shire are required to assess and manage risk on an ongoing basis. To ensure alignment with the AS/NZ ISO Risk Management standards, the following approach is to be adopted.

#### **A – Context**

The first step in the risk management process is to understand the context within which the risks are to be assessed and what is being assessed. This forms two elements as shown below.

##### **1. Organisational Context**

The Shire’s Risk Management procedures provide the basic information and guidance regarding the organisational context to conduct a risk assessment. This includes Risk

Assessment and Acceptance Criteria (Appendix A) and any other tolerance tables as developed.

Any changes or additions to the Risk Themes must be approved by the CEO.

All risk assessments are to utilise these documents to allow consistent and comparable risk information to be developed and considered within the planning and decision making processes.

## **2. Specific Risk Assessment Context**

The specific risk assessment context is to be determined prior to and used within the risk assessment process. The specific risk assessment context has been divided into the following three categories:

### **a) Strategic Context**

This constitutes the Shire's external environment and high-level direction. Inputs to establishing the strategic risk assessment environment may include:

- The Shire's vision
- Stakeholder analysis
- Environment Scan / SWOT Analysis
- Existing Strategies / Objectives / Goals

### **b) Operational Context**

The Shire's day to day activities, functions, infrastructure and services. Prior to identifying operational risks, the operational area should identify its key activities i.e. what is trying to be achieved. Note: these may already be documented in business plans, budgets etc.

### **c) Project Context**

Project Risk has two main components:

- Direct refers to the risks that may arise as a result of project activity (i.e. impacting on current or future process, resources or IT systems) which may prevent the Shire from meeting its objectives
- Indirect refers to the risks which threaten the delivery of project outcomes

In addition to understanding what is to be assessed, it is also important to understand who are the key stakeholders or areas of expertise that may need to be included within the risk assessment.

## **B – Identification**

The following questions can be used as a guideline to help identify risks:

- What can go wrong? / What are areas of uncertainty?
- How could this risk eventuate?
- What are the current measurable activities that mitigate this risk from eventuating?
- What are the potential consequential outcomes of the risk eventuating?

## **C – Analysis**

To analyse the risks, the Shire's Risk Assessment and Acceptance Criteria (Appendix A) is applied:

- Based on the documented controls, analyse the risk in terms of Existing Control Ratings
- Determine relevant consequence categories and rate how bad it could be if the risk eventuated with existing controls in place
- Determine how likely it is that the risk will eventuate to the determined level

- of consequence with existing controls in place
- By combining the measures of consequence and likelihood, determine the risk rating

## **D – Evaluation**

Evaluate the risks analysis and make a decision on the based on the following:

- Controls Assurance (i.e. are the existing controls in use, effective, documented, up to date and relevant)
- Existing Control Rating
- Level of Risk
- Risk Acceptance Criteria (Appendix A)
- Risk versus Reward / Opportunity

The decision should be documented and acceptable risks should be monitored and reviewed.

## **E – Treatment**

For unacceptable risks, determine treatment options that may improve existing controls and/or reduce consequences/likelihood to an acceptable level.

Risk treatments may involve actions such as avoid, share, transfer or reduce the risk with the treatment selection and implementation to be based on:

- Cost versus benefit
- Ease of implementation
- Alignment to organisational values / objectives

## **F – Monitoring and Review**

The Shire should review the Plan annually or if one of the following occurs:

- A change to context
- A treatment is implemented
- An incident occurs or due to audit/regulator findings

## **G – Communication and Consultation**

Throughout the risk management process, stakeholders will be identified, and where relevant, be involved in or informed of outputs from the risk management process.

Risk management awareness and training will be provided to staff as part of their OS&H Program.

## **Reporting Requirements**

Each Work Area is responsible for ensuring:

- They continually provide updates in relation to new and emerging risks
- Work through risk procedures and provide relevant updates
- Ensure risks/issues reported to senior management are reflective of the current risk and control environment

## **Indicators**

Indicators are required to be used for monitoring and validating risks and controls. The following describes the process for the creation and reporting of indicators:

### **a) Identification**

The following represent the minimum standards when identifying appropriate indicator risks and controls:

- The risk description and causal factors are fully understood
- The indicator is fully relevant to the risk or control

- Predictive indicators are adopted wherever possible
- Indicators provide adequate coverage over monitoring risks and controls

### ***b) Validity of Source***

In all cases an assessment of the data quality, integrity and frequency must be completed to ensure that the indicator data is relevant to the risk or control.

If the data or source changes during the life of the indicator, the data is required to be revalidated to ensure reporting of the indicator against a consistent baseline.

### ***c) Tolerances***

Tolerances are set based on the Shire's Risk Appetite. They may be set and agreed over three levels:

- Green – within appetite; no action required
- Amber – the indicator must be closely monitored and relevant actions set and implemented to bring the measure back within the green tolerance
- Red – outside risk appetite; the indicator must be escalated to senior management where appropriate actions are to be implemented to bring the measure back within tolerances.

### ***d) Monitor and Review***

All active indicators are updated as per their stated frequency of the data source.

When monitoring and reviewing indicators, the overall trend should be considered over a longer timeframe than individual data movements. The trend of the indicators is specifically used as an input to the risk and control assessment.

## **Risk Acceptance**

Day-to-day operational management decisions are generally managed under the delegated authority framework of the Shire. The following process is designed to provide a framework for risks which fall outside tolerances.

The 'Risk Acceptance' must be in writing, be signed and cover the following:

- A description of the risk
- An assessment of the risk (e.g. Impact consequence, materiality, likelihood, working assumptions etc)
- Details of any mitigating action plans or treatment options in place
- An estimate of the expected remediation date.

Reasonable action should be taken to mitigate the risk. A lack of budget to remediate a material risk outside of appetite is not sufficient justification in itself to accept a risk. Accepted risks must be continually reviewed through standard operating reporting structure.

## Appendix A

### Measures of Consequences

Rating (Level)	Health	Financial Impact	Service Interruption	Compliance	Reputational	Property	Environment
Insignificant (1)	Near-Miss or First Aid	Less than \$2,000	No material service interruption - backlog cleared < 6 hours	No noticeable regulatory or statutory impact	Unsubstantiated, low impact, low profile or 'no news' item	Inconsequential damage	Contained, reversible impact managed by on site response
Minor (2)	Medical type injuries	\$2,001 - \$15,000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non-compliances	Substantiated, low impact, low news item	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate (3)	Lost time injury >14 Days	\$15,001 - \$200,000	Medium term temporary interruption – backlog cleared by additional resources, < 1 week	Short term non-compliance but with significant regulatory requirements imposed	Substantiated, public embarrassment, moderate impact, moderate news profile	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major (4)	Long-term disability / multiple injuries	\$200,001 - \$500,000	Prolonged interruption of services – additional resources; performance affected, < 1 month	Non-compliance results in termination of services or imposed penalties	Substantiated, public embarrassment, high impact, high news profile, third party actions	Significant damage requiring internal and external resources to rectify	Uncontained, reversible impact managed by external agencies
Extreme (5)	Fatality, permanent disability	More than \$500,000	Indeterminate prolonged interruption of services – non-performance, > 1 month	Non-compliance results in litigation, criminal charges or significant damages or penalties	Substantiated, public embarrassment, high multiple impacts, high widespread multiple news profile, third party actions	Extensive damage requiring prolonged period of restitution. Complete loss of plant, equipment and building	Uncontained, irreversible impact

## Likelihood

Level	Rating	Description	Frequency
5	Almost Certain	The event is expected to occur in most circumstances	More than once per year
4	Likely	The event will probably occur in most circumstances	At least once per year
3	Possible	The event should occur at some time	At least once in 3 years
2	Unlikely	The event could occur at some time	At least once in 10 years
1	Rare	The event may only occur in exceptional circumstances	Less than once in 15 years

## Risk Matrix

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Extreme 5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)



## Risk Acceptance Criteria

Risk Rank	Description	Criteria	Responsibility
LOW (1-4)	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Senior management
MODERATE (5-9)	Monitor	Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Senior management
HIGH (10-16)	Urgent Attention Required	Risk acceptable with excellent controls, managed by executive management and subject to monthly monitoring	Senior management / CEO
EXTREME (17-25)	Unacceptable	Risk only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by highest level of authority and subject to continuous monitoring	CEO / Council

## Control Ratings

Rating	Foreseeable	Description
Effective	There is little scope for improvement.	Processes (Controls) operating as intended and / or aligned to Policies and Procedures; are subject to ongoing maintenance and monitoring and are being continuously reviewed and tested.
Adequate	There is some scope for improvement.	Whilst some inadequacies have been identified; Processes (Controls) are in place, are being addressed / complied with and are subject to periodic review and testing.
Inadequate	A need for corrective and / or improvement actions exist.	Processes (Controls) not operating as intended, do not exist, or are not being addressed / complied with, or have not been reviewed or tested for some time.

**10.4 MRVC DRAFT DEED OF CONTRIBUTION**

APPLICANT: Murchison Regional Vermin Council  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Richard Towell – Chief Executive Officer  
 DATE: 12 November 2021

**Matters for Consideration:**

To consider a draft Deed of Contribution for a possible merger of the MRVC and MRBA

**Background:**

Following a request received from the MRVC for Council to consider a possible merger with the MRBA, at the ordinary meeting of council held 18 May 2021, Council resolved the following:

<i>Council Decision:</i> 10052021	Voting requirement: Simple Majority
MOVED: Cr Price	SECONDED: Cr Houghton
That Council advise the Murchison Regional Vermin Council that it is prepared to consider the possibility of a merger of the MRVC and the Meekatharra Rangelands Biosecurity Association, however requires further detailed information to be provided justifying the merger and an exploration of the appetite of the current Minister for Housing and Local Government to introduce legislative change to reduce the level of compliance requirements for smaller councils.	
CARRIED: 7/0	

**Comments:**

The MRVC have put forward a draft Deed of Contributions and at their meeting on 13 October 2021 resolved that the Deed be referred to the MRVC member shires for consideration.

An extract of the minutes of the MRVC meeting pertaining to this item are attached at [Appendix 4](#).

**Statutory Environment:**

LOCAL GOVERNMENT ACT 1995 - SECT 3.63

3.63 . Dissolution or partial dissolution of regional local government

- (1) A regional local government is to be wound up —
  - (a) at the direction of the Minister; or

- (b) in accordance with the establishment agreement.
- (2) A participant may, in accordance with the establishment agreement, withdraw from the regional local government and cease to be a participant.

**Policy Implications:**

Nil

**Financial Implications:**

The Shire provides a budget allocation each year for MRVC precepts. This amount has increased significantly in the past few years from around \$12,000 per annum from 2102 to 2108, to \$19,000 in 2019 attributable to Meekatharra Council leaving the MRVC and up to \$32,000 in 2020 attributable to there being a redistribution of contributions amongst the participating Councils. This represents approximately 73% of pastoral rates raised in the current budget.

The draft deed of contribution proposes precepts to remain at current levels and increase at a minimum annual adjustment of 3% per annum. The Draft deed of Contributions is silent on cost savings or reduced precepts. If the proposal is accepted, this will need to be taken into consideration for future budgeting.

**Strategic Implications:**

Shire of Cue Community Strategic Plan 2017-2027.

*Environmental Objective*

- Outcome 4.1 To protect and uphold our natural environment*
- 4.1.1 Support biosecurity management within our shire*

**Consultation:**

- Cr Ross Pigdon – Shire President, MRVC member.
- Cr Les Price – Deputy Shire President, MRVC member.

**Officer’s Recommendation:**                      **Voting Requirement:** Simple Majority

That Council advise the Murchison Regional Vermin Council that it has considered the Draft deed of Contribution and would like the MRVC to consider a cost structure that is reflective of actual budgeted costs for the year ahead with any cost savings or reductions reflected in the precepts as opposed to a continual minimum 3% increase.

and

That Council would still like to see further detailed information justifying the merger and an exploration of proposed Local Government legislative changes to reduce the level of compliance requirements for smaller councils that could maintain the MRVC in its current state.

***Council Decision:***

**Voting requirement:** Simple Majority

**MOVED:**

**SECONDED:**

# APPENDIX 4

## 12.6 Possible Merger MRVC and MRBA

<b>File</b>	MRVC
<b>Officer</b>	Geoff Brooks - CEO
<b>Amended By:</b>	N/A
<b>Disclosure of Interest:</b>	Nil
<b>Meeting Date:</b>	13 October 2021

### Application

To consider a draft Deed of Contribution for a possible merger of the MRVC and MRBA and note the response from the Minister for Local Government to the merger proposal.

### Background

As advised at the Ordinary Meeting on 11 August a draft Deed of Contribution has been arranged. This document, which was prepared by Ryan Moss Origenlegal, is an attachment to this report.

### Current Position

#### Draft Deed

The attached draft deed incorporates the following key conditions:

- A commitment from MRVC member shires to make annual financial contributions to the MRBA over a ten-year period for the purpose of maintaining and upgrading the Nos 1 and 2 Vermin Fences.
- Contributions are based on current 2021/2022 precepts and are increased 3% annually. There is provision, subject to agreement by individual Shires, for an increase in contributions over and above the 3% in the event of major work required as a result of events such as flooding.
- Contributions are to be paid into an account specifically set up by the MRBA to manage fence upgrade and maintenance. This was set out in the draft Constitution considered by Council at the Ordinary Meeting on 11 August.

Subject to any changes required by Council it is proposed to refer the draft deed to member shires for consideration and input.

#### Response from the Minister for Local Government

A response from the Minister to Council's letter of 07 July is attached. The letter points out that subject to agreement by member Shires the wind up of the MRVC will require consent by the Governor.

#### Constitution

As requested at the Ordinary Meeting on 11 August the draft constitution was referred to member council CEOs for comment. One comment has been received from the Shire of Yalgoo CEO suggesting that in clause 24 "Distribution of Surplus Property on Winding Up of the Associations" specific reference to distribution to another Association should be broadened to allow for distribution back to other organisations such as local government. As a consequence, clause 24 has been updated as follows:

- *"If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to recipients as identified in the Distribution Plan approved by*

*the Commissioner in accordance with Part 10 of the Associations Incorporation Act (2015)."*

With incorporation of the above change the draft constitution, as considered by Elected Members at the Ordinary Meeting on 11 August, has been referred to the MRBA. This document will be considered by the MRBA Committee of Management at their meeting on 12 October.

**Consultation**

MRVC Chairman

**Statutory Environment**

Local Government Act 1995 - Division 4

**Policy Implications**

Nil

**Financial Implications**

Nil

**Strategic Implications**

Nil

**Voting Requirements**

Simple Majority

**COUNCIL RESOLUTION**

**Moved:** Cr Payne

**Seconded:** Cr Pigdon

- *That Councillors reviews the attached draft Deed of Contribution.*
- *That subject to the incorporation of changes coming out of this review the draft Deed of Contribution is referred to the MRVC member shires for consideration.*
- *That Councillors note the response from the Minister for Local Government to the merger proposal.*

**CARRIED 7/0**

In discussion Cr Price advised that establishing the MRVC as a Regional Corporation was an option to a merger with the MRBA. Cr Price indicated he would obtain further information from WALGA on the Charter and proposed legislative changes relating to Regional Corporations.



## **Deed of Contribution**

**Meekatharra Rangelands Biosecurity Association Inc.**

(ABN 12 098 358 988)

(MRBA)

**Murchison Regional Vermin Council**

(ABN 28 431 267 089)

(MRVC)

**Shire of Yalgoo**

(ABN 74 086 787 099)

-and-

**Shire of Sandstone**

(ABN 34 049 933 669)

-and-

**Shire of Mount Magnet**

(ABN 14 556 214 295)

-and-

**Shire of Cue**

(ABN 86 892 991 980)

-and-

(Participants)

Ref: RJM:1377

Doc No:

**Origen Legal**

Centre Park Business Centre  
Suite 10,755 Albany Highway  
EAST VICTORIA PARK WA 6101  
Telephone +61 8 6323 2318  
Fax: +61 8 9467 6135  
Web: [www.origenlegal.com](http://www.origenlegal.com)

## TABLE OF CONTENTS

<b>1. DEFINITIONS AND INTERPRETATION</b> .....	<b>1</b>
1.1 DEFINITIONS .....	1
1.2 INTERPRETATION.....	2
<b>2. AGREEMENT AND TERM</b> .....	<b>3</b>
2.1 COMMENCEMENT .....	3
2.2 FORMER CONTRIBUTION ARRANGEMENTS TERMINATED.....	4
<b>3. OBJECTS</b> .....	<b>4</b>
3.1 OBJECTS .....	4
3.2 PERFORMANCE OF THE OBJECTS .....	4
<b>4. CONTRIBUTION PAYMENTS</b> .....	<b>4</b>
4.1 ANNUAL PRECEPT PAYMENTS (MRVC).....	4
4.2 CONTRIBUTION PAYMENTS .....	5
4.3 ANNUAL ADJUSTMENT OF CONTRIBUTION PAYMENTS.....	5
4.4 INVOICING.....	5
4.5 METHOD OF PAYMENT.....	5
<b>5. GST</b> .....	<b>6</b>
5.1 INTERPRETATION.....	6
5.2 PAYMENT OF GST .....	6
5.3 TAX INVOICE .....	6
<b>6. NOTICES</b> .....	<b>6</b>
6.1 FORM .....	6
6.2 SERVICE.....	6
6.3 ADDRESS FOR SERVICE.....	6
6.4 DELIVERY .....	6
6.5 FACSIMILE AND EMAIL.....	7
6.6 VALID NOTICE .....	7
<b>7. MISCELLANEOUS</b> .....	<b>7</b>
7.1 NO MERGER.....	7
7.2 SEVERANCE.....	7
7.3 ENTIRE AGREEMENT.....	7
7.4 FURTHER CO-OPERATION .....	7
7.5 RELATIONSHIP OF THE PARTIES.....	7
7.6 EXECUTION OF SEPARATE DOCUMENTS .....	7
7.7 VARIATION.....	8
7.8 FURTHER ASSURANCES .....	8
7.9 GOVERNING LAW .....	8
<b>SCHEDULE</b> .....	<b>9</b>
<b>EXECUTED AS A DEED</b> .....	<b>11</b>

**THIS DEED** is made on the date specified in **Item 1** of the Schedule between the Parties identified in **Item 2** of the Schedule.

## RECITALS

- A. The Meekatharra Rangelands Biosecurity Association Inc. (ABN 12 098 358 988) (**MRBA**) is an incorporated industry body established in 2008 under the *Associations Incorporation Act 2015* and the *Biosecurity and Agriculture Management Act 2007* (WA) with a membership of pastoralists in the municipal boundaries of the Shires of Yalgoo, Mount Magnet, Cue, Sandstone and Meekatharra.
- B. The Murchison Regional Vermin Council (ABN 28 431 267 089) (**MRVC**) is a Local Government Entity established under the provisions of the *Local Government Act 1995*. The MRVC member councils are the same as the Participants in this Deed.
- C. The Murchison Region Vermin Cell Fence (**MRVC Fence**) consist of the No.1 and No.2 State Vermin Barrier Fence being 1,007 kilometres in length. The MRVC currently oversees and facilitates funding for the maintenance of the MRVC Fence by way of Annual Precept Payments levied by the MRVC to the Participants.
- D. Largely to address the significant compliance burden imposed on WA local government authorities, the MRVC has proposed a merger with the MRBA which will bring together, into one organisation, responsibility for the maintenance of the MRVC Fence.
- E. Both the MRBA Committee of Management and MRVC Councillors have agreed in principle to the merging of the MRVC with the MRBA and the formation of a new incorporated association. This new association will have a constitution that provides for the maintenance of the MRVC Fence.
- F. To facilitate the merger, the Participants have agreed to support the ongoing long-term funding for the establishment, operation and maintenance of MRVC Fence by way of Contribution Payments to be annually levied by the MRBA (instead of the MRVC) to each of the Participants.
- G. The MRBA has established an Administrative Fund under which the Contribution Payments paid by the Participants will be operated by the MRBA under the governance of the MRBA Committee of Management, exclusively for the purpose of funding the establishment, operation and maintenance of MRVC Fence.
- H. The Parties have agreed to enter this Deed to set out the terms and conditions of the Contribution Payments.

## THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

---

#### 1.1 Definitions

In this Deed, unless the contrary intention appears:

**ADI** means an authorised deposit-taking institution within the meaning given in the *Banking Act 1959* (Cth) section 5(1);

**Administrative Fund** means an interest-bearing ADI account established by the MRBA pursuant to cl. 3.1 to facilitate the Objects;

**Authority** includes any federal, state or local authority, and a person authorised to carry out a statutory function;

**Annual Precept Payment** means the payments levied by the MRVC to the Participants as specified in Recital C;

**Business Day** means any day other than a Saturday, Sunday or public holiday in Western Australia;

**Commencement Date** means the commencement date of the Term of this Deed referred to in **Item 3** of the Schedule;

**Constitution Agreement** means the Murchison Regional Vermin Council Constitution dated 14 October 1985 between the Participants;

**Contribution Payment** means the contribution payments (as adjusted from time to time in accordance with cl. 4.3 of this Deed) to be made by the Participants to the MRBA (commencing in the Financial Year ending 30 June 2022) as specified in **Item 5** of the Schedule;

**Financial Year** means an accounting period consisting of twelve (12) months commencing on 1 July and ending on 30 June;

**GST** means the goods and services tax as provided for by the GST Law;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time;

**GST Law** means the GST Act and any associated legislation including without limitation delegated legislation;

**Law(s)** includes any present or future requirement of any statute, regulation, proclamation, ordinance or by-law, whether State, Federal, local or otherwise;

**MRVC Fence** means the fence described in Recital C;

**MRBA Committee of Management** means the committee of management of the MRBA of up to 11 members appointed from time to time as provided by the constitution of the MRBA;

**Objects** mean the objects described in cl.3.1 of this Deed;

**Party** means the parties, or a party, to this Deed;

**Recognised Biosecurity Group (RBG) framework** means the shared-responsibility partnership arrangements through the Recognised Biosecurity Group (RBG) mechanism under the *Biosecurity and Agriculture Management Act 2007* (WA); and

**Term** means the period specified in **Item 4** of the Schedule.

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) A reference to one gender includes the others;
- (b) A reference to this Deed or another instrument includes any amendment or replacement of it and notwithstanding any change in the identity of the Parties.
- (c) If any Party to this Deed comprises two or more persons then, unless expressly stated otherwise in this Deed, the obligations of those persons shall be joint and several.
- (d) A provision of this Deed (including any agreement, representation or warranty) which is in favour of, or creates an obligation in respect of, two or more persons is for the benefit of, or observance by, them jointly and severally.
- (e) A reference to any person includes that person's legal personal representatives and if any person is a corporation a reference to that person shall include its successors and assigns. The word "person" shall also include a firm, a body corporate, an unincorporated association, an authority or body politic.
- (f) A reference to a person in this Deed includes an individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether governmental, semi-governmental or local).
- (g) Any reference to an association (whether incorporated or not) is taken to include:

- (i) officers or representatives;
  - (ii) employees;
  - (iii) agents;
  - (iv) sub-contractors;
  - (v) successors; and
  - (vi) assigns,
- of the said association.
- (h) Words denoting the singular number include the plural number and vice versa and words importing one gender include the other genders.
  - (i) The headings in this Deed are for reference only and shall not form part of this Deed or affect its construction or interpretation.
  - (j) References to writing include any mode of representing or reproducing words in tangible and permanently visible form.
  - (k) References to this Deed include its recitals and any schedule or annexure.
  - (l) Where under or pursuant to this Deed or anything done under this Deed the day on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing must be done on the immediately succeeding Business Day.
  - (m) Provisions or terms of this Deed or another document, agreement understanding, or arrangement include a reference to both express and implied provisions and terms.
  - (n) "\$" or "dollars" is a reference to the lawful currency of Australia.
  - (o) References to statutes, regulations and by-laws include reference to all statutes, regulations, and by-laws which amend, consolidate or replace the statutes regulations or by-laws referred to and also include any notices or orders issued under any statutes regulations or by-laws for the time being in force.
  - (p) References to institutes, bodies, associations and authorities whether statutory or otherwise will if any institute, body, association or authority ceases to exist or is reconstituted renamed or replaced or its powers or functions are transferred to any other institute, body, association or authority be deemed to refer respectively to the institute, body, association, or authority established or constituted in place thereof or as nearly as may be succeeds to the powers or functions of the institute, body, association or authority referred to.
  - (q) Unless otherwise provided in this Deed references to clauses are to clauses in this Deed.
  - (r) A cross reference to a clause number is a reference to its sub-clauses.

## **2. AGREEMENT AND TERM**

---

### **2.1 Commencement**

- (a) This Deed takes effect from the Commencement Date is binding on the Parties for the Term.
- (b) This Deed:
  - (i) constitutes the entire agreement between the Parties as to its subject matter; and
  - (ii) in relation to that subject matter, supersedes any prior understanding, arrangement, or agreement (including any agreement between the Participants under the Constitution Agreement or any funding or contribution agreement between the Participants and the MRVC by way of Annual Precept Payments), and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

## 2.2 Former Contribution Arrangements Terminated

Any former agreement between the Parties for contribution payments (including any agreement between the Participants under the Constitution Agreement or any funding or contribution agreement between the Participants and the MRVC by way of Annual Precept Payments) terminates at the Commencement Date, without prejudice to any rights or obligations of any Party that may have accrued before the date of termination.

## 3. OBJECTS

---

### 3.1 Objects

- (a) The MRBA has established an Administrative Fund, operated under the governance of the MRBA Committee of Management for the purpose of funding the establishment, operation and maintenance of MRVC Fence and the discharge of any obligation relating to the establishment, operation and maintenance of MRVC Fence.
- (b) Subject to the provisions of this Deed, the Administrative Fund and the Contribution Payments made by the Participants paid into and held in the Administrative Fund must only be applied and maintained exclusively for the purpose of funding the establishment, operation and maintenance of MRVC Fence and the discharge of any obligation relating to the establishment, operation and maintenance of MRVC Fence.

### 3.2 Performance of the Objects

The Parties acknowledge and agree that:

- (a) in administering the Administrative Fund and facilitating the Objects the MRBA must, at all times perform its obligations under this Deed and facilitate and achieve the Objects specified in cl. 3.1 in accordance with its statutory functions, powers and obligations under all relevant Laws in force from time to time, including:
  - (i) the *Biosecurity and Agriculture Management Act 2007* (WA);
  - (ii) the Recognised Biosecurity Group (RBG) framework;
  - (iii) the *Associations Incorporation Act 2015* (WA);
  - (iv) the *Local Government Act 1995* (WA); and
  - (v) the *Local Government (Financial Management) Regulations 1996* (WA); and
- (b) this Deed does not set out all of the statutory and other obligations that apply to the MRBA in administering the Administrative Fund and facilitating and achieving the Objects and does not in any way vary or reduce MRBA's statutory functions, powers or obligations in that regard.

## 4. CONTRIBUTION PAYMENTS

---

### 4.1 Annual Precept Payments (MRVC)

The Parties acknowledge and agree that as and from the Commencement Date:

- (a) Each of the Participants has paid the Annual Precept Payment levied by the MRVC for the:
  - (i) the Financial Year ending 30 June 2019;
  - (ii) the Financial Year ending 30 June 2020; and
  - (iii) the Financial Year ending 30 June 2021;
- (b) the Shire of Sandstone has paid the Annual Precept Payment levied by the MRVC for the Financial Year ending 30 June 2022 in the amount of \$10,942 (plus GST); and
- (c) each of the following Participants must make the Annual Precept Payment levied by the MRVC (as if it were a Contribution Payment under this Deed) for the Financial Year ending 30 June

2022 to the MRBA (in accordance with cl. 4.2 and the other terms of this Deed) by no later than the end of the Financial Year ending 30 June 2022 as follows:

- (i) the Shire of Yalgoo - in the amount of \$32,827.00 (plus GST);
- (ii) the Shire of Mount Magnet - in the amount of \$32,827.00 (plus GST); and
- (iii) the Shire of Cue - in the amount of \$32,827.00 (plus GST).

#### 4.2 Contribution Payments

- (a) Except as otherwise provided in this Deed, for the duration of the Term, the Participants agree to pay the Contribution Payments by no later than 30 September in each Financial Year to the MRBA in the amount and the manner set out in clauses 4.3 to 4.5.
- (b) The MRBA must deposit every Contribution Payment received from a Participant to the credit of the Administrative Fund and all interest accruing in respect of amounts so received will vest in the MRBA and such interest must, subject to this Deed, be administered by the MRBA only in furtherance of facilitating the Objects.

#### 4.3 Annual Adjustment of Contribution Payments

- (a) The Contribution Payments for each Participant shall be reviewed annually and adjusted in accordance with cl 4.3(b) by the MRBA Committee of Management within two (2) months before the end of each Financial Year.
- (b) The Contribution Payments for each Participant shall be increased each successive Financial Year for the duration of the Term by a minimum amount a of a fixed percentage of three per cent (3%) per annum.
- (c) Notwithstanding cl. 4.3(b), if such a fixed percentage increase (of three per cent (3%)) is, in the opinion of the MRBA Committee of Management, not reasonably sufficient to properly facilitate and achieve the Objects in the successive Financial Year, the MRBA Committee of Management may submit a written business case submission to each of the Participants after the commencement of each Financial Year (and before 1 August) setting out the factors justifying any further increase in the amount of the Contribution Payments for each Participant in the subsequent Financial Year.
- (d) Upon receipt of the business case submission referred to in cl. 4.3(c), the Participants and the MRBA Committee of Management must negotiate in good faith to determine the amount any further increase in the amount of the Contribution Payments for each Participant in the subsequent Financial Year by 1 August after the commencement of the subsequent Financial Year (or as otherwise agreed by the Participants and the MRBA).
- (e) Except as otherwise provided in this Deed, the Contribution Payments as reviewed and adjusted pursuant to this cl. 4.3 are payable by the Participants in the next Financial Year by no later than 30 September.

#### 4.4 Invoicing

As soon as reasonably practicable after the commencement of each Financial Year (and before 1 August), the MRBA must raise and issue a tax invoice to each Participant for:

- (a) the Contribution Payment (as annually reviewed and adjusted pursuant to cl. 4.3(a) and (b));
- (b) any taxes (such as GST if applicable) on the Contribution Payments; and
- (c) any other amount due pursuant to this Deed.

#### 4.5 Method of Payment

All payments to be made under this Deed by the Participants to, or at the direction of the MRBA must, unless otherwise notified in writing by the MRBA, be made by way of electronic funds transfer to any bank account as notified in writing by the MRBA to the Participants from time to time.

## 5. GST

---

### 5.1 Interpretation

Expressions used in this clause 5 have the same meanings as when used in the GST Act.

### 5.2 Payment of GST

Each amount payable by a Party under this Deed in respect of a taxable supply by the other Party is expressed as a GST exclusive amount and the recipient of the supply must in addition to that amount and at the same time, pay to the supplier GST payable in respect of that supply.

- (a) Except where this Deed states otherwise, the Contribution Payments and all other amounts agreed to be paid by the Participants to the MRBA, being the consideration for the supply expressed in this Deed, are exclusive of GST.
- (b) In respect of any liability of the MRBA for GST under this Deed for any consideration for any other taxable supply, the Participants must pay to the MRBA at the same time as any payment is made involving the MRBA in GST liability, the additional amount of GST, together with the payment to which it relates.
- (c) If the MRBA is entitled to an input tax credit in relation to any amount recoverable from the Participants under clause 5.2(b), the amount payable by the Participants will be reduced by the amount of the input tax credit which the MRBA has received or claims and is entitled to receive.

### 5.3 Tax invoice

The making of each payment by the Participants under clause 5.2(b) is subject to the MRBA delivering to the Participants, as required under the GST Act, tax invoices in a form that complies with the GST Act and the regulations to enable the Participants to claim input tax credits in respect of the taxable supply.

## 6. NOTICES

---

### 6.1 Form

A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.

### 6.2 Service

In addition to any other method of service provided by law, the Notice may be:

- (a) sent by prepaid post to the address of the addressee set out in this Deed or subsequently notified;
- (b) sent by facsimile to the facsimile number of the addressee;
- (c) sent by email to the email address of the addressee; or
- (d) delivered at the address of the addressee set out in this Deed or subsequently notified.

### 6.3 Address for Service

The address for service, facsimile number, and email addresses for the parties to this Deed is as specified in **Item 6** of the Schedule or any other address, facsimile number or email address in the same country subsequently notified by one Party to the other Party to this Deed.

### 6.4 Delivery

If the Notice is sent or delivered in a manner provided by cl. 6.2 it must be treated as given to and received by the party to which it is addressed:

- (a) if sent by post, on the second Business Day (at the address to which it is posted) after posting;



- (b) if sent by facsimile before 5 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (c) if otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

#### **6.5 Facsimile and email**

- (a) A facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice.
- (b) An email is not treated as given or received if the sender's computer reports that the message has not been delivered.
- (c) A facsimile or email is not treated as given or received if it is not received in full and in legible form, and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.

#### **6.6 Valid Notice**

- (a) A Notice sent or delivered in a manner provided by cl. 6.2 must be treated as validly given to and received by the Party to which it is addressed even if the addressee has become Insolvent or is deregistered or is absent from the place at which the Notice is delivered or to which it is sent, or if the Notice is returned unclaimed.
- (b) Any Notice by a Party may be given and may be signed by its solicitor.

### **7. MISCELLANEOUS**

---

#### **7.1 No merger**

The terms and conditions of this Deed or anything done under or in connection with this Deed or any other agreement between the MRBA and Participants will not operate as a merger of any of the rights and remedies of the parties in or under this Deed, or in or under any other agreement, all of which will continue in full force and effect.

#### **7.2 Severance**

If any provision of this Deed or its application to any person or circumstance is or becomes invalid or unenforceable, that provision will be taken to be omitted without invalidating or modifying the remaining provisions of this Deed, which will continue in full force and effect as if the invalid or unenforceable provision had not been included in it.

#### **7.3 Entire agreement**

This Deed covers the whole of the agreement between the Parties and no further or other covenants or provisions, whether in respect of the Premises or otherwise, will be considered to be implied or to arise between the parties by way of any collateral or other agreement.

#### **7.4 Further co-operation**

Each party must do anything (including executing documents) another Party reasonably requires in writing to give full effect to this Deed.

#### **7.5 Relationship of the parties**

This Deed does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the Parties. No party is liable for an act or omission of another Party, except to the extent set out in this Deed.

#### **7.6 Execution of separate documents**

This Deed is properly executed if each Party executes this Deed or an identical document. In the latter case, this Deed takes effect when the last of the identical documents is executed.

**7.7 Variation**

This Deed may only be varied by the Parties in writing.

**7.8 Further Assurances**

Each Party must do anything (including executing agreements and documents) necessary to give full effect to this Deed.

**7.9 Governing Law**

This Deed will be governed by and construed in accordance with the law for the time being in force in Western Australia and the Parties, by entering into this Deed, are deemed to have submitted to the exclusive jurisdiction of the courts of that State.

## SCHEDULE

### Item 1 Date of this Deed

The.....day of.....2021

### Item 2 Parties

**Meekatharra Rangelands Biosecurity Association Inc.** (ABN 12 098 358 988) c/- Challa Station, Mount Magnet, WA 6638 (**MRBA**)

**Murchison Regional Vermin Council** (ABN 28 431 267 089) c/- Shire of Mount Magnet of 90 Hepburn Street Mount Magnet WA 6638 (**MRVA**)

**Shire of Sandstone** (ABN 34 049 933 669) of 23 Hack Street Sandstone WA 6639

-and-

**Shire of Yalgoo** (ABN 74 086 787 099) of 37 Gibbons Street Yalgoo WA 6635

-and-

**Shire of Mount Magnet** (ABN 14 556 214 295) 90 Hepburn Street Mount Magnet WA 6638

-and-

**Shire of Cue** (ABN 86 892 991 980) of 73 Austin Street Cue WA 6640

**(Participants)**

### Item 3 Commencement Date

The.....day of.....2021

### Item 4 Term

10 years commencing on the Commencement Date

### Item 5 Contribution Payments

The Contribution Payments for each Participant (commencing in the Financial Year ending 30 June 2022) are as follows:

- (a) the Shire of Yalgoo - in the amount of \$32,827.00 (plus GST);
- (b) the Shire of Mount Magnet - in the amount of \$32,827.00 (plus GST); and
- (c) the Shire of Cue - in the amount of \$32,827.00 (plus GST); and
- (d) the Shire of Sandstone - in the amount of \$10,942 (plus GST), as reviewed and adjusted in accordance with clause 4.3 of this Deed.

### Item 6 Address for Service of Notices

#### The MRBA

By Mail and Delivery: c/- Challa Station, Mount Magnet, WA 6638

By Email: gpbrooks2000@yahoo.com.au

### **The MRVC**

By Delivery: c/- Shire of Mount Magnet of 90 Hepburn Street Mount Magnet WA 6638

By Mail: PO Box 62 Mount Magnet WA 6638

By Email: shire@mtmagnet.wa.gov.au

### **The Shire of Yalgoo**

By Delivery: 37 Gibbons Street Yalgoo WA 6635

By Mail: PO Box 40 Yalgoo WA 6635

By Email: shire@yalgoo.wa.gov.au

### **The Shire of Sandstone**

By Mail and Delivery: 23 Hack Street Sandstone WA 6639

By Email: reception@sandstone.wa.gov.au

### **The Shire of Mount Magnet**

By Delivery: 90 Hepburn Street Mount Magnet WA 6638

By Mail: PO Box 62 Mount Magnet WA 6638

By Email: shire@mtmagnet.wa.gov.au

### **The Shire of Cue**

By Delivery: 73 Austin Street Cue WA 6640

By Mail: PO Box 84 Cue WA 6640

By Email: shire@cue.wa.gov.au

**EXECUTED as a deed**

EXECUTED for and on behalf of **Meekatharra Rangelands Biosecurity Association Inc.** (ABN 12 098 358 988) whose common seal was hereunto affixed by authority of a resolution of its Committee of Management and in accordance with its constitution:

.....  
Signature of Executive Officer

.....  
Signature of Chairman

.....  
Full name of Executive Officer

.....  
Full name of Chairman

EXECUTED for and on behalf of **Murchison Regional Vermin Council** (ABN 28 431 267 089) in accordance with a resolution of the MRVC and section 9.49A of the *Local Government Act 1995* (WA):

.....  
Signature of Chief Executive Officer

.....  
Signature of Chairman

.....  
Full name of Chief Executive Officer

.....  
Full name of Chairman

EXECUTED for and on behalf of the **Shire of Sandstone** (ABN 34 049 933 669) whose common seal was hereunto affixed in accordance with section 9.49A of the *Local Government Act 1995* (WA):

.....  
Signature of Chief Executive Officer

.....  
Signature of Shire President

.....  
Full name of Chief Executive Officer

.....  
Full name of Shire President

EXECUTED for and on behalf of the **Shire of Yalgoo** (ABN 74 086 787 099) whose common seal was hereunto affixed in accordance with section 9.49A of the *Local Government Act 1995* (WA):

.....  
Signature of Chief Executive Officer

.....  
Signature of Shire President

.....  
Full name of Chief Executive Officer

.....  
Full name of Shire President

EXECUTED for and on behalf of the **Shire of Mount Magnet** (ABN 14 556 214 295) whose common seal was hereunto affixed in accordance with section 9.49A of the *Local Government Act 1995* (WA):

.....  
Signature of Chief Executive Officer

.....  
Signature of Shire President

.....  
Full name of Chief Executive Officer

.....  
Full name of Shire President

EXECUTED for and on behalf of the **Shire of Cue** (ABN 86 892 991 980) whose common seal was hereunto affixed in accordance with section 9.49A of the *Local Government Act 1995* (WA):

.....  
Signature of Chief Executive Officer

.....  
Signature of Shire President

.....  
Full name of Chief Executive Officer

.....  
Full name of Shire President



**Hon John Carey MLA**  
**Minister for Housing; Local Government**

Our Ref: 78-01922

6 SEP 2021

Mr Jorgen Jensen  
Chairman  
Murchison Regional Vermin Council  
Email: [yoweragabbie.stn@gmail.com](mailto:yoweragabbie.stn@gmail.com)

Dear Mr Jensen

Thank you for your correspondence dated 7 July 2021 regarding the future of the Murchison Regional Vermin Council (MRVC).

The MRVC's recent proposal to form an association may represent a positive move for the organisation. However, I must reserve any decision until I have had an opportunity to consider the business plan and charter of the replacement body. It would be advisable for the MRVC to consult with the Department of Mines, Industry Regulation and Safety (DMIRS), as they are responsible for the administration of the *Associations Incorporations Act 2015*.

I note that the formation of an association would potentially require the formal disestablishment of the MRVC, depending on whether the MRVC's members wish to join the association as a regional council or as individual member councils. Information about associations can be found at the DMIRS website at:

<https://www.commerce.wa.gov.au/taxonomy/term/327/>

If a formal winding up of the MRVC becomes necessary, I will need to be satisfied that the MRVC's members have agreed to a cessation of the organisation in accordance with the establishment agreement and applicable legislation. I encourage you to forward those relevant documents to the Department of Local Government, Sport and Cultural Industries at [legislation@dlgsc.wa.gov.au](mailto:legislation@dlgsc.wa.gov.au) if needed.

My understanding is that the MRVC was originally formed as a "Regional Council" under the now-repealed *Local Government Act 1960*. This will mean cessation of the entity would also require the approval of the Governor, due to the transitional arrangements relating to entities formed under that Act.

The concept of "multi-tier regulation" is currently being considered as part of the McGowan Government's next phase of targeted reforms to the *Local Government Act 1995* and the sector will receive further information once it becomes available.

Yours sincerely

HON JOHN CAREY MLA  
MINISTER FOR HOUSING; LOCAL GOVERNMENT

**11. MOTIONS BY MEMBERS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

---

**12. MOTIONS FOR CONSIDERATION AT THE NEXT MEETING**

---

**13. NEW BUSINESS OF AN URGENT NATURE**

---

**14. MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

---

**15. CLOSURE**

---

The Presiding Member thanked those present for attending the meeting and declared the meeting closed at

**To be confirmed at Ordinary Meeting on the 21 December 2021.**

**Signed:.....**

**Presiding Member at the Meeting at which time the Minutes were confirmed.**