

## ORDER OF BUSINESS

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## **6 MATTERS REQUIRING COUNCIL DECISION**

### **6.1 List of Accounts – October 2018**

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**RESPONSIBLE OFFICER:** DCEO  
**FILE REFERENCE:** 12.06  
**AUTHOR:** DCEO  
**STRATEGIC REFERENCE/S:** 12.01  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

Attached is the list of accounts paid during the month of October 2018 for Council's consideration.

**BACKGROUND & COMMENT:**

Nil

**FINANCIAL IMPLICATIONS:**

Nil

**STATUTORY AND PLANNING IMPLICATIONS:**

Nil

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**OFFICER'S RECOMMENDATION:**

That October payments being cheque no.'s 37043 – 30753; EFT No's 14556 - 14672, DD6687.1 – DD6709.1 (Municipal), credit card payments, creditor payments, payroll and other vouchers from the Municipal Fund totalling \$709,702.89 be received.

**VOTING REQUIREMENTS:**

Simple majority required.

Attachment 4

### **6.2 Financial Reports – October 2018**

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**RESPONSIBLE OFFICER:** DCEO  
**FILE REFERENCE:** 12.01  
**AUTHOR:** DCEO  
**STRATEGIC REFERENCE/S:** 12.01  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

Attached are the financial reports for the period ending 31 October 2018.

**BACKGROUND & COMMENT:**

Nil

**FINANCIAL IMPLICATIONS:**

Nil

**STATUTORY AND PLANNING IMPLICATIONS:**

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires local governments to prepare each month a statement of financial activity reporting on the revenue and expenditure of funds for the month in question.

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**OFFICER'S RECOMMENDATION:**

That Council endorse the monthly financial statement for the period ending 31 October 2018.

**VOTING REQUIREMENTS:**

Simple majority required.

Attachment 5 - to be provided prior to meeting date

**6.3 Review of Code of Conduct**

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**NAME OF APPLICANT:** CEO  
**RESPONSIBLE OFFICER:** CEO  
**FILE REFERENCE:** 04.04 Corporate Management – Review of Code of Conduct  
**AUTHOR:** CEO  
**STRATEGIC REFERENCE/S:**  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

Council is required to review the Code of Conduct within 12 months of an electoral cycle. As the Code forms part of the policy manual, it was given a cursory assessment for the June 2018 policy review, but to be sure that it is given special attention – it is again reviewed at this meeting.

The Policy Manual and Administrative Procedures and Operational Guidelines (APOG) Manual have been sent out to Councillors previously, the Code of Conduct is Policy item A1. Copy is included in this report.

**BACKGROUND & COMMENT:**

The Council adopted changes to the Policy Manual at the June 2018 meeting and whilst the Code was considered under this review, it is required to have its own review to meet the electoral cycle compliance.

The Code of Conduct establishes the basis for the culture of the organisation and commits Councillors and staff alike to behaviours that are recognised as appropriate. This review is aimed at establishing if the detailed behaviours still conforms to Council and the Shire's view on appropriate professional conduct. The Code has originated from the WALGA model template and has had some slight revisions over time.

The review of the document identifies no shortcomings and recommends no changes.

**FINANCIAL IMPLICATIONS:**

In the review of the Code of Conduct - Nil.

**STATUTORY AND PLANNING IMPLICATIONS:**

Council is required by the Local Government Act 1995 to review the Code of Conduct within 12 months of the election cycle. Whilst Council reviews the complete Policy Manual on an annual basis in June each year, the Code of Conduct requires its own review every two years.

**POLICY IMPLICATIONS:**

Nil, no changes are recommended to the Code of Conduct.

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**OFFICER'S RECOMMENDATION:**

That the Shire of Kulin Code of Conduct reviews for November 2018 as detailed be adopted.

**VOTING REQUIREMENTS:**

Absolute majority required.

Attachment 6

## 6.4 Office Closure - Christmas

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**NAME OF APPLICANT:** CEO  
**RESPONSIBLE OFFICER:** CEO  
**FILE REFERENCE:** 22.16  
**AUTHOR:** CEO  
**DISCLOSURE OF INTEREST:** Nil

### **SUMMARY:**

As has been the case in past years the Shire Office has been closed during the Christmas & New Year period.

This year Christmas day falls on Tuesday, as such proposed dates for office closure are Monday 24 December to Tuesday 1 January 2018 (inclusive). The Administration Office will reopen on 2<sup>nd</sup> January 2019.

During that period of 7 days, 3 are public holidays, with the remaining 4 to be taken as either annual or unpaid leave (depending on an individuals accumulated entitlement).

### **BACKGROUND & COMMENT:**

The December Ordinary Meeting of Council will be held on Wednesday 19 December 2018.

This is also the date agreed to for the Annual Electors Meeting, with a possible start time of 11.30am followed by a light luncheon prior to the commencement of the Concept Forum at 1.00pm.

The annual Shire Christmas Party will be held same day at the Freebairn Recreation Centre from 6.00pm.

Outside staff Christmas function at the depot is scheduled for Thursday 20 December 2018.

Christmas New Year closure usually requires a senior staff member to be present in Kulin during the period to instigate Fire and Movement of Vehicle Bans and address any emergency responses if required. Staff will resolve who these contacts will be closer to the closure when all staff Christmas movements are known.

### **FINANCIAL IMPLICATIONS**

Nil

### **STATUTORY AND TOWN PLANNING IMPLICATIONS**

Nil

### **POLICY IMPLICATIONS:**

Nil

### **COMMUNITY CONSULTATION:**

Community will be advised in Update and on Notice Boards of the closure.

### **WORKFORCE IMPLICATIONS:**

Staff will establish emergency contacts for Administration, Works, Bushfire and Ranger services during the period.

### **RECOMMENDATION**

Council approve the Administration Office Closure for 2018/19.

### **VOTING REQUIREMENTS**

Simple majority required

## 6.5 Council Meeting Dates 2019

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**NAME OF APPLICANT:** DCEO  
**RESPONSIBLE OFFICER:** DCEO  
**FILE REFERENCE:** 13.03  
**AUTHOR:** DCEO  
**STRATEGIC REFERENCE/S:** SCP 2013-2017 – 4.3 Excellent Customer Service, 4.4 Communication with ratepayers  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

Legislation requires meeting dates are advertised in advance, for all Council meetings to be held in the following year. As Council does not hold any committee meetings that have delegated powers there are no committee meetings requiring the necessary notification.

**BACKGROUND & COMMENT:**

Proposed meeting dates and times are as follows:

Date	Time
20 February 2019	1:00PM
20 March 2019	1:00PM
17 April 2019	1:00PM
15 May 2019	3:00PM
19 June 2019	1:00PM
17 July 2019	1:00PM
21 August 2019	1:00PM
18 September 2019	1:00PM
16 October 2019	1:00PM
20 November 2019	3:00PM
18 December 2019	1:00PM

Quarterly meetings of the Audit Committee – March, June, September & December – no change to start time.

**FINANCIAL IMPLICATIONS:**

Nil

**STATUTORY AND TOWN PLANNING IMPLICATIONS:**

Nil

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**RECOMMENDATION:**

That Council advertise that all 2019 Ordinary Council meetings are to be held on the third Wednesday of each month, commencing at the indicated times, excluding January 2019 when no meeting is held. Meeting dates and times changed due to extraordinary circumstances will be advertised in the Shire of Kulin Update and on the Council's Website.

**VOTING REQUIREMENTS:**

Simple majority required.

**6.6 RoeROC Memorandum of Understanding**

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**NAME OF APPLICANT:** CEO

**RESPONSIBLE OFFICER:** CEO

**FILE REFERENCE:** 13.07

**AUTHOR:** CEO

**STRATEGIC REFERENCE/S:**

**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

The Roe Regional Organisation of Councils (RoeROC) was established in October 2006 to facilitate voluntary cooperation and resource sharing between the Shires of Corrigin, Kondinin, Kulin and Narembeen.

The regional purposes for which RoeROC is established are to:

- a) Undertake the activities defined as projects and services in accordance with Clause 7:
- b) Provide a means for the Member Councils, through voluntary participation and the integration and sharing of resources, where requirements of clause 7.1 are met, to:

- (i) Assess the possibilities and methodology of facilitating a range of services and facilities on a regional basis including, without limitation, the services and facilities described in Schedule 2;
- (ii) Promote, initiate, undertake, manage and facilitate the services and facilities described in Schedule 2;
- (iii) Promote productive effectiveness and financial benefit to the Member Councils where there are common and shared community of interest linkages;

The objectives of RoeROC shall be:

- a) To carry out the Regional Purposes in a manner which enhances and assists in the advancement of the Region,
- b) To form a strategic alliance for the retention of infrastructure, community services and population, increased funding for development and maintenance/improvement of local road network, economic development initiatives, promotion and marketing initiatives, retention of health services, salinity and environment and general local government industry issues,
- c) To encourage cooperation and resource sharing on a regional basis
- d) Not to detract from the relationships an individual shire holds within its community, with the state and federal governments and other entities it interacts with in the course of usual business.

The previous Memorandum of Understanding Expired on 30 June 2018. The members of RoeROC have reviewed and present a draft copy of the MOU from 1 July 2018 to 30 June 2023 for Council endorsement and finalisation.

**STATUTORY AND TOWN PLANNING IMPLICATIONS:**

Local Government Act 1995

**FINANCIAL IMPLICATIONS:**

Member Councils are required to make an annual financial contribution towards the operations of RoeROC as determined by RoeROC, the contributions to be in equal shares, and may also be requested to contribute towards specific projects or initiatives of RoeROC.

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**STRATEGIC IMPLICATIONS:**

Projects and programs undertaken will align with the Shire's Community Strategic Plan

**VOTING REQUIREMENT:**

Simple Majority

Attachment 7

## **6.7 Roe Regional Environmental Health Services Scheme**

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**NAME OF APPLICANT:** CEO

**RESPONSIBLE OFFICER:** CEO

**FILE REFERENCE:** 13.07

**AUTHOR:** CEO

**STRATEGIC REFERENCE/S:**

**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

The Roe Regional Organisation of Councils (RoeROC) was established in October 2006 to facilitate voluntary cooperation and resource sharing between the Shires of Corrigin, Kondinin, Kulin and Narembeen.

Since its establishment RoeROC has worked to deliver a number of shared services to its member Councils. The Roe Regional Environmental Health Services Scheme (RREHSS) provides an environmental health service that also includes the Shire of Lake Grace. RREHSS operates under a Memorandum of Understanding (MOU) between the Councils commencing 1 July 2018 and expiring on the 30 June 2023. The MOU can be extended by the Member Councils in writing.

**STATUTORY AND TOWN PLANNING IMPLICATIONS:**

Local Government Act 1995

**FINANCIAL IMPLICATIONS:**

Scheme Costs and Administration Costs are included in the annual budget each year based on the visitation schedule included in schedule 1 of the MOU

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**STRATEGIC IMPLICATIONS:**

Projects and programs undertaken will align with the Shire's Community Strategic Plan

**VOTING REQUIREMENT:**

Simple Majority

Attachment 8

**6.8 Shire Residences - Staff Utilities - Cost of Water**

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**RESPONSIBLE OFFICER:** CEO  
**FILE REFERENCE:** Shire Residences - Staff Utilities - Cost of Water  
**AUTHOR:** CEO  
**STRATEGIC REFERENCE/S:**  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

Substantial increases to the Water Corporation's billing for residential water use has resulted in a review of the Shire's current arrangement for residential water.

Estimates of the Water Corporation residential water increases could see the current water costs treble for the Shire.

Adopt a method of providing subsidised water consumption for staff.

**BACKGROUND & COMMENT:**

Water Corporation has announced substantial increases in water consumption charges to commence in 2019.

Currently the Shire has a practice whereby the cost of consumption at each residence is paid by the Shire. This is done so that staff will have no cost pressure to maintain lawns and gardens.

During 2016/17, the Water Corporation proceeded to a billing regime whereby scaled rates were applied to consumption and this has changed the environment in which we operate. Previously with flat rate charges each quarter, accounts included the quarterly charge for water rates and a consumption fee based on the reading. The 2016/17 change, saw a scaled approach on cumulative consumption (targeting high users) and this started to bite.

Currently the annual consumption across all residential properties is \$15k at an average of \$1500pa for consumption. It is anticipated under new scale arrangements announced for 2018/19 – the Shire's bill for consumption could increase to approx. \$4500 per household.

Description	Location	Avg Daily Consumption Litres	Water Consumption July - Aug	Water Consumption Sept - Nov	Water Consumption Nov - Jan	Water Consumption Feb - Apr	Water Consumption Apr - Jun	Total Price
			65	75	75	75	75	
Wayne Clancy	Lot 193 Wright St (No 8)	222	14	31	48	64	81	\$ 144.40
Grant Jenks	Lot 6 Bull St (NO 23)	603	39	58	87	126	174	\$ 324.30
Denis Brandis	14 Stewart St (Unit 1 & 2) Lot 289	889	58	124	191	258	324	\$ 750.03
Noel Mason	17 McInnes Street Lot 4-5	921	60	129	198	267	336	\$ 813.27
Ryan Brandis	Lot 35 Bowey Way	1254	82	176	270	364	458	\$ 1,456.21
Lydia Young	Johnston St Units - Unit 1	159	10	22	34	46	58	\$ 103.42
Neville Williams	Lot 9 Wright St (No 19)	794	52	111	171	230	290	\$ 599.80
Jonathon Quinn	Lot 15 Bull St (No 3)	667	43	93	143	193	243	\$ 488.18
Owen Jenks	Lot 89 Johnston St	2889	188	404	621	838	1054	\$ 6,780.46
Dot Snow	Lot 3, McInnes St (No 19)	492	32	69	106	143	180	\$ 338.55
Hostel	90 Johnston Street	1905	124	267	410	552	695	\$ 3,333.34
(Bank House) - Tim & Steph Bradford	Lot 32 Bowey Way (No 12)	968	63	136	208	281	353	\$ 902.86
Emerg Services Building	Lot 312 Johnston St No. 20	1540	100	216	331	447	562	\$ 2,056.27
Child Care	Lot 297 - Kulin Child Care	1397	91	196	300	405	510	\$ 1,730.25
Pool	Lot 161 Lake Grace Rd	1984	129	278	427	575	724	\$ 3,611.80
Judd Hobson	3 Hodgson Rd Kulin WA (Lot 112)	841	55	118	181	244	307	\$ 1,303.38
Cassi-Dee Vandenberg	9 Rankin St Kulin WA (Lot 108)	1175	76	165	253	341	429	\$ 660.44
								<b>\$ 25,396.95</b>

It is argued that the additional cost should not be the Shires alone and that the time has arrived whereby tenants may have to pay for some of the cost – as a means of keeping consumption to the minimum. The downside being the quality of gardens at Shire residences, because even if explained, tenants always react to increases by reducing water on gardens.

A proposal to increase the Shire's contribution has been considered to match the Water Corporations approach to billing. If Council allowed consumption allowances based on quarterly billing – then the impact may be minimised for the individual employee.

#### **Quarterly Consumption Allowance \$\$'s**

First bill	\$ 100
Second bill	\$ 200
Third bill	\$ 400
Final June bill	<u>\$ 800</u>

**Total Allowance \$1500**

\$1500 would be on average more than the Shire has paid in the past for water at each residence – therefore it can be argued that the Shire has created the system to only target high end water users.

The Shire may need to consider allowing for the upgrade to a more water wise garden at one – two residences per annum over the next 5 years – in an attempt to reduce lawn and more to more areas of flowering native gardens.

Staff currently maintain a process of compiling accounts from Water Corporation on a continuous spreadsheet, so extracting the data to calculate the applicable allowance won't be as difficult as it appears. Invoices to staff can be done at the time of Water Corporation payment. As staff contributions to utilities rise, so too will staff question value of gardens.



**STATUTORY ENVIRONMENT:**

Local Government Act 1995

**POLICY IMPLICATIONS:**

Any proposal adopted to provide a staff benefit would need to be reviewed against actual Water Corporation billing in June July 2019. The actual usage patterns that this will create may shift behaviour.

The Shire staff will always be checking payment anomalies to ensure that some residential properties are not using excessive water, are being billed incorrectly or meters are being misread.

Three (3) senior staff currently have utility allowances as part of their remuneration packages. The CEO is the only staff member where this impact is likely to have ramifications, in terms of exceeding the Salaries Tribunal determination. On the salary for the new CEO, this is not likely to trigger.

**FINANCIAL IMPLICATIONS:**

Current actual costs could treble under the new Water Corporation billing arrangements – if so Council could expect to pay up to \$45k per year for water consumption at it 9 major residences. Shire currently pays approx. \$15k for consumption.

Any calculation of allowance needs to be activated by the Water Corporation December billing cycle – when the first of the higher charges will begin to bite.

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

For each of the staff currently receiving their water consumption for free, yes this is likely to impact and cause some disgruntlement. Council's response to upgrading water allowances and gardens may be the only affordable response to this point.

The Shire should complete its preferred proposal – then advise staff of the implementation, indicating that it will be willing to quickly address any obvious reductions in consumption, e.g. turning off sections of garden not requiring all year round watering, or reducing lawn areas etc.; and will endeavour to take action to address 1-2 gardens based on the consumption patterns i.e. highest users first. Invoices for consumption will be issued to staff and recouped through the payroll process.

**OFFICER'S RECOMMENDATION:**

Shire adopt a scaled contribution to residential water consumption accounts by allowing a \$1500 consumption allowance. The allowance be implemented immediately following staff notification.

**VOTING REQUIREMENTS:**

Simple Majority

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**6.9 Freebairn Recreation Centre - Bowling Green Shelter**

**RESPONSIBLE OFFICER:** CEO

**FILE REFERENCE:**

**AUTHOR:** DCEO

**STRATEGIC REFERENCE/S:**

**DISCLOSURE OF INTEREST:**

**SUMMARY:**

Prior to budget preparations the Kulin Bowling Club requested that Council consider contributing towards the construction of new shade shelters on the Freebairn Recreation Centre bowling greens. The estimated cost of the construction was \$45,000. The bowling club requested a contribution of \$15,000 from Council and indicated that they were also seeking further funding from the Country Sporting and Recreation Facilities Funds (CSRFF) of \$15,000. The remainder of the cost would be covered by the bowling club. During budget preparation Council approved a one third contribution of \$15,000 to the Kulin Bowling Club to assist with the construction costs.

**BACKGROUND & COMMENT:**

Initially the Kulin Bowling Club enquired to Taryn (Community Development Officer) for assistance in preparing a funding application to the Country Sporting and Recreation Facilities Funds (CSRFF) for funding to construct the shelter prior to the beginning of the 2018/2019 season. Taryn informed the club that in order to get the funding the club would be required to provide one third of the funding and the remaining two thirds would be provided by the Shire (1/3) and the CSRFF also providing one third. Taryn also explained that if the club was to apply for funding now the funds would not be available until early in 2019. Taryn provided the following information in her March 2018 Council forum report:

Kulin Bowling Club

*Kulin Bowling Club have contacted the Shire in regards to the replacement of shade structures at the bowling greens. The current structures are the original ones that were moved from the old bowling club. These structures have past their use by date. The frames are broken and in some sections becoming unrepairable, and all the shade needs replacing. This will become a safety issue into the future.*

*The Bowling Club propose to build purpose built shade structures. The initial quote for these works is \$45,000. Part of the high cost is due to the layout of the 14 rink greens, with long stretches on both sides of the greens needing replacement.*

*Kulin Bowling Club request that the Shire of Kulin put \$15,000 (1/3) into budget considerations for the 2018/19 budget. The bowling club will be requesting the balance of the remaining insurance claim of \$9,169.37 also be put towards the shade structure. The bowling club will do significant in-kind works and also financial contribution to the remainder of the project.*

Council adopted to contribute a total of \$29,000 towards the cost of building the bowling club shade shelters at the Freebairn Recreation Centre during the preparation of the 2018/2019 Annual Budget. This figure is made up of a \$15,000 cash contribution towards the materials and construction of the structure as well as labour, overhead and plant costs. The labour, overhead and plant costs were included to cover any incidental assistance which may be provided by the Shire with the removal of existing and construction of the new shelters. While it was unknown exactly what in kind support (in the form of labour and plant) would be required, it seemed likely that these costs would be incurred by the Shire therefore a budget for this expenditure was included in the project.

As the bowling club wanted the shade structures in place before the 2018/2019 season they did not apply for CSRFF funding as it was outside the grant period and instead made application to the Kulin Bush Races Committee (KBR Inc.). They were successful and received \$13,500 (\$14,850 inc GST) from KBR Inc.

The construction of the shades has been completed the Building Maintenance Officer has reported some major issues with the structural integrity of the structure erected by the bowling club. Information has been provided in the Building Maintenance Officer's forum report. There was substantial work required to ensure the structure was safely constructed. The cost of labour, plant and materials related to providing this assistance is \$14,687.46.

The Kulin Bowling Club have sent Council the invoice from the company who provided the materials. Contrary to the quote value of \$45,000 provided by the Bowling Club initially, the cost of the structure was just \$30,127. KBR Inc have paid \$13,500 and the Council have been asked to pay \$16,627 and recover the remaining \$1,627 from the bowling club which forms their contribution. The total cost of the project for each of the groups will be:

	Materials/Contribution	In Kind
Shire of Kulin	\$15,000	\$14,687
KBR Inc	\$13,500	Nil
Kulin Bowling Club	\$ 1,627	Unknown

The question is, based on the fact that Council and staff were under the impression that the cost of the project would be split in thirds (\$10,042 would be each contribution), are Council still comfortable contributing the entire \$15,000?

**FINANCIAL IMPLICATIONS:**

Nil, a \$15,000 contribution has been provided for in the budget. If Council are happy to go ahead with the contribution the funds are available to be dispersed.

**STATUTORY AND PLANNING IMPLICATIONS:**

Nil

**STRATEGIC & POLICY IMPLICATIONS:**

Nil

**COMMUNITY/CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**RECOMMENDATION:**

For Council consideration.

**VOTING REQUIREMENTS:**

Simple majority required.

## **7 COMPLIANCE**

### **7.1 Compliance Reporting – General & Financial Compliance October 2018**

**NAME OF APPLICANT:** CEO  
**RESPONSIBLE OFFICER:** CEO  
**FILE REFERENCE:** 12.05 Compliance 12.06 – Accounting Compliance  
**STRATEGIC REFERENCE/S:** CBP 4.1 Civic Leadership, 4.1.8 Compliance methods  
**AUTHOR:** CEO/DCEO  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

This report addresses General and Financial Compliance matters for October 2018. This process is not definitive, each month additional items and/or actions may be identified that are then added to the monthly checklist. Items not completed each month e.g. quarterly action - will be notations.

The report provides a guide to the compliance requirements being addressed as part of staff workloads and demonstrates the degree of internal audit being completed.

**BACKGROUND & COMMENT:**

The Compliance team and works staff commence the monthly compliance effort immediately after the Shire meeting each month. At that time, the executive support officer will email the assigned staff member their compliance requirements for the coming month.

As the month progresses, staff in conjunction with their manager, the CEO or DCEO will determine the extent of work/action needed to complete items. During Agenda week, the Compliance Team again meets to ensure the monthly report/list is reviewed and that compliance items are completed. In preparing the Agenda report, the CEO or DCEO will sign off on completed items.

Prior month items not completed previously will be reported in the following month so Council remains aware.

Outstanding September 2018

**FOI Statement** - Send FOI Statement to Commissioner – *After Audit November*

**Record Keeping Plan Compliance** - Comment in Annual Report - *November*

**Bushfire Firebreak Inspections** - *Ranger organised to undertake November – Completed*

**Audit Committee September** – *Council meeting November to accept Annual Report & contact meeting with Auditor*

**ABS return** - Submit annual return - *After Audit report finalised*

**ESL Reconciliation** – Annual ESL return - *After Audit has been finalised*

**CBH Ex Gratia Rates** - Annual Invoice CBH – *Unsure check November*

**Water Usage Charges** - invoices for water standpipe consumption - *N/A awaiting Council decision November*

**Check town blocks for wild oats** – Annual inspection - *Send notice to clean up – Completed*

**R2R Annual report** – Annual Audited R2R Report due - *After Audit received*

**Swimming pool water sampling** - Season opening 5 Nov – *testing by EHO approx. 20 Oct 2018 – Completed*

Outstanding October 2018

**Electors Meeting** – 56 days after adoption Annual Report

**Audit Report** – to Dept. of Local Government – Copy to Council Website

**Bush Fire Ban Processes** – Planned for 28<sup>th</sup> Nov 2018

**Water Usage Charges** - invoices for water standpipe consumption - *N/A awaiting Council decision November*

**WALGA Roads Return** – requires audit completion and information

**Airconditioner filters** – Clean filters – Ambrose to make start

**Audit Report to DRD for CRC Expenditure** – DCEO to arrange after Audit

**FINANCIAL IMPLICATIONS:**

In terms of meeting compliance - normal administration expense. There may be items that require additional administrative effort to complete or require external assistance to resolve. In those cases, individual financial implications will be reported.

**STATUTORY AND PLANNING IMPLICATIONS:**

Nil

**POLICY IMPLICATIONS:**

Identified as necessary – this report Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**OFFICER'S RECOMMENDATION:**

That Council receive the General & Financial Compliance Report for October 2018 and note the matters of non-compliance.

**VOTING REQUIREMENTS:**

Simple majority required.

Attachment 9 – General Compliance Checklist Table for October 2018

## **7.2 Compliance Reporting – Delegations Exercised – October 2018**

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**NAME OF APPLICANT:** CEO  
**RESPONSIBLE OFFICER:** CEO  
**FILE REFERENCE:** 12.05 - Compliance  
**STRATEGIC REFERENCE/S:** CBP 4.1 Civic Leadership, 4.1.8 Compliance methods  
**AUTHOR:** CEO  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

To report back to Council actions performed under delegated authority for the period ending 31 October 2018.

To provide a comprehensive report listing of the delegations able to be exercised following adoption of a more substantial array of delegations in June 2017.

**BACKGROUND & COMMENT:**

This report is prepared for Council detailing actions performed under delegated authority by the respective officers under each of the delegation headings:

**ADMINISTRATION**

**Policy Delegation**

	<b>Officers</b>
A1 Acting Chief Executive Officer	(CEO)
A2 Agreements for Payments of Debts to Council	(CEO/DCEO)
A3 Casual Hirer's Liability	(CEO)
A4 Complaint Handling	(CEO)
A5 Fees & Charges – Discounts	(CEO/DCEO/MW/MLS/CRC)
A6 Investment of Surplus Funds	(CEO/DCEO)
A7 IT & Social Media – Use of	(CEO)
A8 Legal Advice, Representation & Cost Reimbursement	(CEO)
A9 Payments from Municipal and Trust Funds	(CEO-to numerous staff – purchase orders)
A10 Use of Common Seal	(CEO)
A11 Writing Off Debts	(CEO)
A12 Housing	(CEO)
A13 Procedure for Unpaid Rates Finance	(CEO)

**GOVERNANCE**

G1	Applications for Planning Consent	(CEO)
G2	Building Licences and Swimming Pools	(EHO/Building Surveyor)
G3	Cemeteries Act 1986	(CEO)
G4	Health Act 1911 Provisions	(EHO)

**HUMAN RESOURCES**

H1	Grievance Procedures	(CEO)
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**COMMUNITY SERVICES**

CS1	Bushfire Control – Shire Plant for Use of	(CEO)
CS2	Bushfire Control – Plant Use for Adjoining Shires	(CEO)
CS3	Bushfire Prohibited / Restricted Burning Periods – Changes	(Shire President/CEO)
CS4	Bushfire Training Administration	(CEO)
CS5	Cat Ownership Limit – Cat Control	(CEO)
CS6	Dog Control – Attacks	(CEO)
CS7	Dog Ownership Limit – Dog Control	(CEO)
CS8	Sea Containers Use of – Town Planning	(CEO)
CS9	Second Hand Dwellings	(CEO)
CS10	Temporary Accommodation	(CEO)
CS11	Unauthorised Structures – Building Control	(CEO)
CS12	Kulin Bush Races	(Kulin Bush Races Committee)
CS13	Freebairn Recreation Club Committee	(FRC Club Committee)
CS14	Kulin Child Care Centre Management Committee	(KCCC Mgmt. Committee)
CS15	General – Community Services Practices	(CEO)
CS20	Seed Collection	(CEO)

**WORKS**

W1	Gravel Supplies	(MW)
W2	Roads – Clearing	(CEO)
W3	Roads – Damage to	(MW)
W4	Roads – Roadside Markers – Management of	(MW)
W5	Stormwater Drainage	(MW)
W6	Street Trees	(CEO)
W7	Streetscape – Improvements	(CEO)
W8	Roadside Burning	(MW)
W9	Temporary Road Closures	(MW)
W10	General – Works Practices Approvals	

**COMMENT:**

The following details the delegations exercised within the Shire relative to the delegated authority for the month of September 2018 and are submitted to Council for information (excluding delegations under A9, Payments – refer to individual order and payment listed in Accounts paid).

**G2 Building Licences**

3/10/2018 - Lot 1121 Harvey Rd Holt Rock 6355, Modesty Rock Farming - Hillson Nominees - TR Homes New Residence

**STATUTORY ENVIRONMENT:**

*Building Act 2011*  
*Bushfires Act 1954*  
*Cemeteries Act 1986*  
*Health (Asbestos) Regulations 1992;*  
*Health (Miscellaneous Provisions) Act 1911;*  
*Local Government Act 1995*  
*Public Health Act 2016*  
*Shire of Kulin TPS2*  
*Town Planning Development Act*  
*Town Planning Scheme*  
*Trustees Act, Part III,*  
*Criminal Procedure Act 2004;*

**FINANCIAL IMPLICATIONS:**

Nil in terms of exercising delegation and reporting to Council though there may be financial implications in the case of each delegation exercised.

**STATUTORY AND PLANNING IMPLICATIONS:**

Nil

**POLICY IMPLICATIONS:**

There are no known policy implications relating to this report.

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**OFFICER'S RECOMMENDATION:**

That Council receive the Delegation Exercised Report for October 2018.

**VOTING REQUIREMENTS:**

Simple majority required.

### **7.3 Annual Report 2017/18 – Auditors Report**

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**NAME OF APPLICANT:** DCEO  
**RESPONSIBLE OFFICER:** DCEO  
**FILE REFERENCE:** 12.05 Audit Return and Review  
**AUTHOR:** CEO  
**DISCLOSURE OF INTEREST:** Nil

**SUMMARY:**

This report is submitted for Council consideration following a Meeting of the Shire of Kulin Audit Committee on the 21 November 2016.

The Shire of Kulin Annual Report 2017/18 has been audited by Councils Auditor, Byfields. The Auditor has provided the Independent Auditor's Report. It should be noted that no issues of inaccuracy or non-compliance with the Shire's Annual Financial Report for the year ended 30 June 2018 have been identified.

**COMMENT:**

Each year, as part of Council's audit process, an Independent Audit is undertaken to assess Council's Annual Financial Report and the legitimacy and accuracy of Council's accounts.

An Independent Audit Report is then produced by the Auditor and provided to the Chief Executive Officer, President and the Minister, Department for Local Government. The Report is included in Council's Annual Report. Any issues arising from the Independent Audit Report are to be investigated and action taken to resolve those issues.

Council's Auditor, Ms Leanne Oliver, will attend a teleconference at 2.15pm on the 21 November to discuss the audit report and take questions from Audit Committee members.

**FINANCIAL IMPLICATIONS:**

Nil

**STATUTORY AND TOWN PLANNING IMPLICATIONS:**

Nil

**POLICY IMPLICATIONS:**

Nil

**COMMUNITY CONSULTATION:**

Nil

**WORKFORCE IMPLICATIONS:**

Nil

**RECOMMENDATION OF AUDIT COMMITTEE:**

AGENDA OF ORDINARY MEETING TO BE HELD 21 NOVEMBER 2018

That the Auditors Report for the 2017/18 financial Year be received and the accompanying management letter be noted. Questions arising from the Audit Report and management letter requiring action be addressed by the CEO. The Shire of Kulin Annual Report 2017/18 be received.

**VOTING REQUIREMENTS:**

Simple majority required.

Attachment 10 – to be provided prior to meeting date

**8 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

**9 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

# Kulin Child Care Centre

## Minutes of a meeting of the Kulin Child Care Centre Management committee held on Tuesday 23<sup>rd</sup> October 2018

**ATTENDANCE:** Elle Bowey, Steph Marsh, Taryn Scadding, Michael Lucchesi (Council Representative)  
**APPOLOGIES:** Sarah Gangell, Elana Frantom, Melina McBow, Megan Syred

### CONFIRMATION OF MINUTES

Minutes were presented from meeting held 21<sup>st</sup> August 2018  
Moved Michael Lucchesi, seconded Steph Marsh

CARRIED

### BUSINESS ARISING FROM MINUTES

- Cubby – have a busy bee in January/February
  - *Taryn has spoken to Ryan and we will be looking at a plan to erect on site. Seeing as the materials are raw wood, we need to get it constructed sooner rather than later to avoid damage and it must be done all at the same time so all materials are used.*
  - *Cubby location has been determined*
- Main Gate – Security - Get pricing for main gate key pad. Discussion regarding security cameras

### CO-ORDINATOR REPORT

- No report

### FINANCIAL STATEMENT

No Financial Statement presented.

### GENERAL BUSINESS

Melbourne Cup – information presented from Megan Syred email. Contact parents to donate sweets once we have an indication of numbers

Teacher Liaison – Steph Marsh will take on this role as Sarah Gangell has resigned from the KCCC Committee

Christmas Holidays – Centre to be closed at COB Friday 21<sup>st</sup> December 2018 and will reopen Monday 14<sup>th</sup> January 2019  
Approved

Mums Morning Swimming – KCCC could offer parents a set fee to use the centre while they attend swimming. Cost would be \$10-\$12/child for up to 90 minutes. This service would be available between 10am and 11.30am.  
Elle Bowey to discuss with Swimming Pool Manager the opportunity to open the pool for mums on weekday mornings.

Query raised regarding opening the Centre earlier during harvest.

Our license is from 8am – 5.30pm Monday – Friday. Educators work from 7.30am – 5.30pm (10 hour day). It is not an option for educators to work longer hours, and if we were to consider opening earlier we would need a split shift. Our current staffing will not allow for this, therefore we are unable to change our opening hours.

KCCC Management Committee

Taryn to advertise Committee positions available. Current committee to consider community members we can approach to join the committee.

Sarah Gangell	Resigned from Committee
Elana Frantom	Term Expired 2017 Taryn to discuss with Elana if she wishes to continue
Elle Bowey	Term Expires 2019
Steph Marsh	Term Expires 2018 (Steph will continue)
Megan Syred	Term Expires 2018 (Taryn to discuss with Megan if she wishes to continue)

There being no further business the meeting was closed at 10.00am

Next meeting Tuesday 27<sup>th</sup> November 2018



## THE FREEBAIRN RECREATION CLUB

Minutes of Sporting Council Meeting of Freebairn Recreation Club  
Held at the Freebairn Recreation Centre on Monday 22nd October 2018 commencing at  
6.05pm

### 1. Declaration of Opening/Announcement of Visitors

The Chairman of the Freebairn Recreation Club welcomed all present and declared the meeting open at 6.05pm.

### 2. Record of Attendance/Apologies

#### Attendance

J. Noble (Chairman)	D. Carroll (Basketball)	N. Thompson (Shire)
J. Owen (Hockey)	A. Parnell (Netball)	J. Hobson (Bowls)
R. Smoker (Hockey)	N. Lewis (Football)	S. Bradford (Netball)
T. McAdam (Men's Hockey)	M. Berrigan (Tennis)	P. Roads (Golf)
E. McPherson (Tennis)	A. Buttigig (FRAC)	R. Tyson (FRC)
T. Murphy (Cricket)		

#### Apologies

T Scadding , W Gangell, B. West, M. McBow, T. Harrington

### 3. Confirmation of Minutes of Previous Meeting

Sporting Council Meeting

*Moved A. Parnell Seconded J. Owen that the minutes of the Sporting Council Meeting held on 23<sup>rd</sup> October 2017 be confirmed as a true and correct record.*

*Carried*

3.1 Business Arising - Nil

### 4. General Business

#### Cricket Club

Tom was welcomed to the meeting as this is the first time Cricket has sent a representative. He communicated that the club is very happy and grateful for the upkeep of the turf. Because the Colts Carnival has been played on the oval for the past 2 years the club is hopeful that there could be an option for another slab to be laid over the existing turf as it can become problematic and almost dangerous.

J. Hobson spoke on behalf of the Shire and advised there are preliminary plans in place to either place a new slab on the existing one or alternatively pull back the grass in the 3m perimeter surrounding the existing wicket and re-lay the grass.

Tom was appreciative of this advice and the club will work with the shire to resolve the issue.

#### Football Club

Nahi complimented the presentation of the ground throughout the football season. The Colts Carnival was again a great success and from the perspective of the KKFC is becoming better each year.

Overall the KKFC is very happy with the facilities and grounds.

He did note that several of the outdoor tower lights are no longer working and will need replacement. On behalf of the Shire, Judd agreed to follow up on this.

#### Netball Club

Overall the Netball Club is very happy with the facility and noted that other towns enjoyed playing here. One thing to note is that on combined sports days especially, the court areas become very messy and this mess is not made solely by the netball patrons. People are attending with their children and quite often the sports storeroom is raided for equipment which contributes to the

mess. An option may be to have the Football Club and Netball Club supply several FRC ONLY balls for the kids to play with rather than allowing them access to this storeroom.

Ruth advised that this storeroom should ideally be locked during games but unfortunately due the amount of traffic and the number of people with keys it is often left open and the kids help themselves.

It was agreed that there should be a supply of balls available to kids and these are to be kept in an area away from the storeroom on game days.

#### Bowling Club

The Bowling Club is happy with the facility and looking forward to enjoying their new shelters for the season.

#### Tennis Club

Meaghan advised the tennis club is looking to install new lights at the courts.

The Club is also going to be re-writing its Constitution this year. There are queries regarding licensing options for the club as it currently sits under a joint committee arrangement between Golf and Tennis. The Golf Club have relocated to the FRC and no longer utilise that building. Nicole explained that for the time being the Tennis Club will need to appoint a Temporary Manager if the Approved Manager is not available, this person needs to hold a current Responsible Service of Alcohol (RSA) accreditation when alcohol is being sold. There is a need for both the Golf and Tennis Clubs to update their constitutions to reflect these changes. A collaborative approach between the Golf, Tennis and FRC will be pursued.

The Club is also going to be seeking quotes for the resurfacing of the courts.

Meaghan queried who is responsible for the cleaning of the facility. Ruth confirmed it is managed through the FRC and if there are any issues they should be communicated to her.

#### Golf Club

Phil advised the Club was displeased they were unable to utilise what is now the Camp Kulin office for their recent Ladies Golf Carnival. Ruth advised that there was a lot of communication between herself and both the Ladies Captain and Club Secretary regarding options for an office space for this carnival and it was agreed that the front reception area was more than adequate. This space was utilised for the carnival and all feedback has been positive. Ruth advised that not having access to the office space did not prove problematic and the carnival ran very well.

The Club President was displeased that the KKFC took their celebrations to the Golf Club after their Premiership win in September. Phil asked why that space was used? Nahi advised it was to minimise the risk associated with people drink driving, the club is close to the FRC and it provided a convenient and open space for the Club to gather once the Rec Centre closed. On behalf of the Club he acknowledged the Golf clubs concerns and they will make changes in the future should it be necessary.

#### Basketball

The season has just commenced and so far things are running smoothly. Dee queried if the re-surfacing of the courts was still a consideration and if an account exists to finance this. Will the re-surfacing occur in the near future?

On behalf of the Shire, Nicole advised that a fund does exist and this is something that should be looked at in the next 1-2 years.

Jarron thanked all clubs for their input to the meeting and reiterated that this is the forum for things to be expressed. He also noted that clubs are encouraged to communicate any issues either to a FRAC committee member or Ruth as soon as it arises rather than letting issues linger.

Ruth assured attendees that this certainly is the case and communication channels are always open.

#### **5. Closure of Meeting**

The meeting was closed at 6:36 pm.

# THE FREEBAIRN RECREATION CLUB

Minutes of Annual General Meeting of Freebairn Recreation Club held at the Freebairn Recreation Centre Monday 22<sup>nd</sup> October 2018 commencing at 6:45 pm

## Declaration of Opening/Announcement of Visitors

The Chairman of the Freebairn Recreation Club welcomed all present and declared the meeting open at 6.45.

### 1 Record of Attendance/Apologies

#### Attendance

J. Noble (Chairman)	D. Carroll	N. Thompson
J. Owen	A. Parnell	J. Hobson
R. Smoker	N. Lewis	S. Bradford
T. McAdam	M. Berrigan	P. Roads
E. McPherson	A. Buttigig	J. Wilson
T. Murphy	B. Hallam	R. Tyson
P. West		

#### Apologies

W Gangell, C. Vandenberg, B. West

### 2 Confirmation of Minutes of Previous Freebairn Recreation Club Meetings

Annual General Meeting - 23rd October 2017

*Moved A Buttigig Seconded J Owen that the minutes of the Annual General Meeting held on 23<sup>rd</sup> October 2017 be confirmed as a true and correct record.*

*Carried*

### 3 Chairperson's Report

J Noble presented his report.

Jarron thanked Ruth and the committee for their dedication and noted his appreciation of their willingness to contribute and help when requested.

He thanked the Shire for their ongoing quality maintenance and upkeep of recreation grounds and facilities.

The FRAC committee successfully coordinated Corporate Bowls evenings throughout the months of February and March in 2017 and this proved a great success. Special thanks to Nicole for coordinating the purchase and preparation of food for these evenings.

Jarron advised attendees that he will not be standing for the committee again as after 5 years he feels he has contributed and it is time for someone else to become involved. He has thoroughly enjoyed his time on the committee and as Chair and will still be available to help out where needed in the future cooking burgers or steaks.

This led to a call for nominations for the position of Chair of the FRAC.

J. Noble nominated T McAdam. Travis accepted the nomination and all members were in favour.

*Moved J Noble Seconded J Owen that the position of Chairperson be held by T McAdam.*

*Carried*

Travis then assumed the position of Chair for the rest of the meeting.

He began by thanking Jarron for his dedicated 5 years of service to the committee.

#### **4 Managers Report**

Ruth Tyson presented her Manager's report for all to read.

*Moved J. Noble, Seconded P. West that the Manager's Report be accepted.*

*Carried*

#### **5 Financial Report**

Financials to the 30 June 2018 were presented.

Nicole provided a very brief overview of the Repairs and Maintenance component of the report.

*Moved N. Thompson, Seconded J Noble that the financials presented to the 30 June 2018 be accepted.*

*Carried*

#### **6 Election of Committee**

Existing members are:

T. Mc Adam

J. Owen

A. Buttigig

J. Hobson

B. West

C. Vandenberg

R. Tyson (non-voting)

All existing members will continue on the committee.

Travis called for any others present to become involved and explained the commitment required. Quarterly meetings and several occasions involving cooking meals throughout the year.

E. McPherson, P. Roads and J. Wilson were subsequently nominated and accepted.

Thank you to Emily, Phil and Jack and a warm welcome to the committee.

#### **7 Election of Club Auditor**

Byfields Business Solutions

Moved J Owen, Seconded A. Buttigig

*Carried*

#### **8 General Business**

- On behalf of the Bowling Club, B. Hallam requested additional trophy cabinets be made available for Bowls. T McAdam queried if they have done any homework regarding dimensions and cost. This has not been undertaken yet but Bhel will take it back to the club and communicate with Ruth regarding proposed dimensions, cost and location.

- P. Roads requested the relocation of the Golf Honour Boards from the Golf Club to the FRC. Judd is happy to assist in coordinating the movement and will liaise further with Phil.
- Phil also commented on the state of the Kath Room when golfers come in for afternoon tea after their round and there have been other fixtures at the FRC. It is often messy due to a high number of children at the centre while their parents play sport.  
Ruth agreed it is a regular issue and perhaps the provision of balls for the kids to play with may help alleviate some of these issues. However, it is also up to parents to monitor their kids. We also need to be mindful that it is a community centre and children are an integral part of our community.
- T. McAdam queried where we are at with the installation of a commercial size dishwasher in the FRC kitchen. Ruth advised that communication has been ongoing and the next step is to put a detailed but succinct report to Council regarding the dimensions and proposed location of the dishwasher. A preferred model has been identified.  
A. Parnell confirmed that the Women's Football Committee has funds to contribute to allow the purchase and installation of the dishwasher. An online meeting needs to be convened to authorise the release of these funds.  
Ruth is going to email the specs to Travis so he can do some further work from a plumbing perspective as to the best location for the dishwasher.  
Ideally this information will be presented at the November Council Meeting.
- R Tyson requested members to consider whether Friday the 2<sup>nd</sup> or the 9<sup>th</sup> of November would suit the majority for a FRAC Dinner at the Centre. The purpose of the dinner would be a pre-harvest gathering allowing community members to come together prior to the commencement of the busy harvest season.
- It was agreed this would take place on the 9<sup>th</sup> of November and probably be a Steak, Sausages and Salad menu and open to the entire community.
- J. Owen sought permission from the committee to do a short 5 minute presentation on behalf of the Bendigo Bank on this night and put an amount of money over the bar. All were in agreement.
- Finally, anyone who uses the FRC kitchen, please note on the whiteboard anything you believe needs replacement or purchase. If we identify issues early we can resolve them.

## 9 Closure of Meeting

As there was no further business, the meeting was closed at 7:13 pm.

Next Meeting - February 2019

# **RoeROC**

*Roe Regional Organisation of Councils  
Corrigin – Kondinin – Kulin - Narembeen*

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## **COUNCIL MINUTES**

**Shire of Kulin  
Council Chambers  
Thursday 1 November 2018**

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## 1. Opening and Announcements

Shire of Kulin Deputy President, Rodney Duckworth - Acting Chair, opened the meeting at 1.03pm.

## 2. Record of Attendance

Cr Rodney Duckworth Nicole Thompson	Deputy President, Shire of Kulin Minutes, Shire of Kulin
Cr Rhonda Cole Cr Kellie Mortimore Chris Jackson	President, Shire of Narembeen Councillor, Shire of Narembeen CEO, Shire of Narembeen
Mia Dohnt	CEO, Shire of Kondinin
Cr Lynette Baker Cr Des Hickey Natalie Manton	President, Shire of Corrigin Councillor, Shire of Corrigin CEO, Shire of Corrigin
Lauren Pittman	Roe Health EHO

## 3. Apologies

Cr Barry West Noel Mason Will Pearce Cr Sue Meeking	President, Shire of Kulin CEO, Shire of Kulin, Secretary Roe Health EHO President, Shire of Kondinin
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## 4. Guests

Cr Jeanette De Landgraff Denise Gobbart	President, Shire of Lake Grace CEO, Shire of Lake Grace
Zeta Welch Kellie Porter	Rural Health West Rural Health West

## 5. Minutes of Meetings – RoeROC Council Meeting – 20 September 2018

### Comment

Approval required by Council for the minutes of the RoeROC meeting held on held 20 September 2018.

### **RESOLUTION 01/1018**

*That the Minutes of the RoeROC Meeting held 20 September 2018 be confirmed as a true and correct record.*

**Moved Cr Rhonda Cole**

**Seconded Cr Lyn Baker**

**Carried**

## Business Arising from the Minutes

Nil



## 6. Presentations

Kellie Porter provided some history on Rural Health West advising that due to a shortage of GP's, Shire's came together (originally through the Eastern Wheatbelt Primary Care Group) to find a solution to attract GP's to their towns. Rural Health West, along with the 5 member Councils, created a model which has been somewhat successful along the way. Rural Health West's funding (from State and Federal Government) has changed slightly and now covers Primary and Allied Health.

Kellie provided information on the following:-

- John Flynn Placement Program – encourages medical students to undertake a future rural career through rural placements. Medical students are matched with a rural doctor and spend 2 weeks each year over 4 years working in the rural community and immersing themselves in community activities whilst engaging with community members.
- Wheatbelt Medical Student Immersion Program (WMSIP) – brings 160 medical students to Wheatbelt communities for 4 days where they are exposed to the opportunities and limitations of working as a GP in a rural area. Currently Curtin and Notre Dame with UWA coming on board in 2020, which will create an increased need for additional host communities. Please consider if your town can help out in 2020.
- Recruitment – currently 107 general practice vacancies, 14 in the Wheatbelt (noted that this area has been easier to staff than in the past).

Questions from RoeROC Committee to Rural Health West:-

- Cr Lyn Baker – are the WMSIP students first years? *Notre Dame yes, Curtin 2<sup>nd</sup> year.*
- Cr Rodney Duckworth – do you need a local doctor on board to host a WMSIP student? *Yes it's good if they involved.*
- Cr Rhonda Cole asked about the recruitment of Doctors back to England? *Money is not enough to attract our Doctors.*

### Shire Updates

Narembeen - Cr Kellie Mortimore

- Dr Peter Lines has been long term in Narembeen
- Building has been extended with additional consulting rooms
- Providing OT, physio, optometrist and attracting allied health so people don't leave town

Kondinin – Mia Dohnt

- Dr Mackie
- Audit passed and license renewed
- OT, physio and podiatrist services currently available
- 4 staff due to leave hospital in the next few months

Lake Grace – Denise Gobbart

- Olly & Abby are 2 years into 5 year contract, there is some angst in the community about work days and that they go to Perth every weekend
- Accreditation of surgery is finished
- On-call allowance has been removed (State government decision)
  - *Narembeen still receive the On-call allowance, possibly due to doctor residing in town full time*
- Due to roll out ETS on the wards - this will be of huge benefit
- Looking at getting a 3<sup>rd</sup> doctor and rotating on a week about basis

Corrigin – Cr Lyn Baker

- Dr Raj 4 days per week which the community are used to
- ETS in wards would be a huge bonus
- Corrigin appears to have one of the worst ambulance transfer rates in the state and currently have one senior volunteer leaving and another currently out of action

- Encourage everyone to read and comment on the Country Ambulance Strategy – KPI's for volunteers are a big concern; volunteers needs more support
  - *Narembeen looking at making a submission*
- Hospital has been refurbished and underwent accreditation last week along with Wogolin House (aged units).
- Visiting podiatrist, physio and chiropractor; dentist resides in town
- Wellness Centre could be better utilised in the future for allied health services
- Hospital uses a lot of agency nurses

Discussion on recent snake bite incident in Southern Cross and the requirements of stocking anti-venom in regional hospitals.

Health Workforce Scholarship Program (HWSP)

Kellie provided information on the above program which is an initiative of the Australian Government Dept Health designed to improve access to health services needed in rural areas. The \$1m program aims to support health professionals in rural and remote area's to develop their skills, capacity and scope of practice. Rural medical, nursing, midwifery, dentistry and allied health professionals can apply – as long as they meet a community need.

Cr Rodney Duckworth thanked Kellie and Zeta from Rural Health West for their time in attending the meeting.

Kellie Porter and Zeta Welch left the meeting at 1.35pm.

CR Lyn Baker advised that the Rural Health West Board is reviewing the company's Constitution and one suggestion is to have a seat on the Board allocated to Local Government. As this is her last term, Lyn urged all local governments to become members and highlighted the importance to have a Local Government Representative on the Board as they understand the issues at ground level and how any proposed services or programs will work in the community. Suggested WALGA may help with this appointment.

**7. Matters for Decision**

**7.1 Finances – presented by Shire of Corrigin**

<b>RESOLUTION 02/1018</b>	
<i>The RoeROC Financial Statements prepared by the Shire of Corrigin as at the 1 November 2018 indicating;</i>	
<i>Bendering Refuse Site balance</i>	<i>\$ 4,768.67</i>
<i>Environmental Health Service Scheme YTD expenditure</i>	<i>\$58,342.54</i>
<i>be received.</i>	
<b>Moved Mia Dohnt</b>	<b>Seconded Lyn Baker</b>
<b>Carried</b>	

**7.2 RoeROC Regional Health Scheme MOU – Draft**

Comments

- Corrigin changed from 3 days to 2 days – due to Lauren's Bendering work. Lauren would like to go to 3 days per fortnight for next year
- Budget for year to year – this may be best included in operational guidelines not the MOU
- Shire of Lake Grace hadn't seen the draft MOU, copy to be sent ASAP

## RESOLUTION 03/1018

*That the RoeROC Regional Health Scheme MOU be adopted, subject to approval by the Shire of Lake Grace*

**Moved Mia Dohnt**

**Seconded Cr Rhonda Cole**

**Carried**

### Lake Grace Comments

- *Item 1.1.4 Costs Schedule means Schedule 1 – what was previously called Cost Schedule is now referred to as Visitation Schedule. This may cause confusion in the future.*
- *Term Item 2.1 refers to a three (3) year period 1 July 2018 to 30 June 2023 – Are you considering a 3 or 5 year MOU?*

## 7.3 RoeROC MOU - Draft

### Comments

- Some minor changes to tidy up dates, add in secretariat (host Council) and ensure consistent terminology
- The footnote on page 5 leaves the door open for additional contributions for any regional project that comes up
- Election of chair - leave it as host council supplies otherwise the meeting couldn't take place
- Rotation of host Council after Local Government elections (2 year rotation but could keep it longer if helpful) - 5.3.1, Mia to reword and send out (see below)

## RESOLUTION 04/1018

*That subject to clarifying years of tenure and rotation the RoeROC MOU be adopted.*

**Moved Cr Rhonda Cole**

**Seconded Cr Lyn Baker**

**Carried**

### Changes

#### 5.3.1 Election of Chairperson and Deputy Chairperson

- *The members of the RoeROC shall elect a Chairperson, Deputy Chairperson and secretariat on a rotational basis as decided by Member Councils following the bi-annual local government elections:*
- *If the office of Chairperson or Deputy Chairperson becomes vacant or are absent from meetings then the members of RoeROC shall elect a new Chairperson or Deputy Chairperson, as the case requires.*

## 7.4 Environmental Health – Lauren Pittman

### Bendering Tip

- Presented photographs of Bendering Tip as at end of October showing new trenches
- Updated plan – *are we still going ahead with mounding or now back to digging trenches?*
  - **Agreed Lauren to debrief with Noel Mason and Shire Works Managers and prepare a report to be circulated via email**
- Need to look into purchasing and fitting water tank
- There is an exposed pipe on road heading into site – *Kondinin to put gravel over it*

### Recycling

- What has been the feedback regarding no glass into recycling? Are the 140L bins still big enough?
- Avon Waste unable to pick up red bins in Kondinin due to weight
- Need to keep reminding residents about no glass in recycling

### Scheme

Chris Jackson brought to the groups attention that Will Pearce is currently looking after 5 Roe Shires and is employed by the Shire of Corrigin but doesn't actually work for Shire of Corrigin. Could one of the 5 Shire's he works for consider taking on the Scheme administration? Not sure how it would work, issues to work through. For consideration.

In regards to Will spending more time in Lake Grace and due to the travel being a factor it would be beneficial for the CEO's to look into this further. Lake Grace may in time need a full time EHO.

Chris commented that he is mindful that the group works together to resolve issues and felt it was important to put them on table.

### ***Meeting agreed to accept Lauren Pittman's status update***

### Standpipes

Suggested that this matter be raised at the next zone meeting – leave it with Bruce Wittber?

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## **8. Other Matters**

### **8.1 2019 Meeting Dates**

The following meeting would normally be 20 June 2019. CEO's have agreed to hold a "pre-budget" meeting, possibly April to discuss what combined expenditures and projects could be possible in 2019/20. With Shires now setting draft Budgets in June, is a June meeting still suitable? Possibly May meeting could suit more Shires?

### ***Agreed next meeting to be held Thursday 21 March 2019 in Kulin***

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## **9. Closure**

Cr Rodney Duckworth wished everyone a Merry Christmas, Happy Harvest & Happy New Year.

There being no further business, the meeting was declared closed at 2.30pm.

## Shire of Kulin

EFT &amp; Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
<b>TRIP</b>			
<b>TRUST</b>			
<b>MUNICIPAL</b>			
EFT14556	02/10/2018	ALL-WAYS FOODS	\$762.69
		Cleaning Supplies	
EFT14557	02/10/2018	KLEENHEAT GAS	\$756.00
		Gas Cylinders	
EFT14558	02/10/2018	VARLEY AGSOLUTIONS	\$52.35
		Road Maintenance Supplies	
EFT14559	02/10/2018	MULLAN ELECTRICAL & AIR	\$10,355.56
		Electrical Repairs	
EFT14560	02/10/2018	WESTRAC PTY LTD	\$221.18
		Parts & Repairs	
EFT14561	04/10/2018	ANDERSEN & PERRY PAINTING	\$3,150.00
		Supply & Paint Interior Unit Two Johnston Street	
EFT14562	04/10/2018	BLACKWOODS	\$9.53
		Parts & Repairs	
EFT14563	04/10/2018	COV'S PARTS	\$78.19
		Parts & Repairs	
EFT14564	04/10/2018	LANDGATE	\$16.60
		DLI Invoices	
EFT14565	04/10/2018	OFFICEWORKS BUSINESS DIRECT	\$192.87
		Stationery	
EFT14566	10/10/2018	CHILD SUPPORT AGENCY	\$256.01
		Payroll Deductions	
EFT14567	10/10/2018	ALL-WAYS FOODS	\$63.25
		Cleaning Supplies	
EFT14568	10/10/2018	BLACKWOODS	\$73.00
		Parts & Repairs	
EFT14569	10/10/2018	JR & A HERSEY PTY LTD	\$1,766.37
		Depot Supplies	
EFT14570	10/10/2018	KULIN SOCIAL CLUB	\$150.00
		Payroll Deductions	
EFT14571	10/10/2018	KULIN SHIRE TRIP FUND	\$870.00
		Payroll Deductions	
EFT14572	10/10/2018	KULIN SHIRE TRUST FUND	\$795.00
		Payroll Deductions	
EFT14573	11/10/2018	AVON WASTE	\$12,023.59
		Rubbish Service	
EFT14574	11/10/2018	AUSTRALIA POST- MAILWEST	\$127.74
		Postage	
EFT14575	11/10/2018	AIRPORT PUBLICATIONS	\$128.34
		Brochure Stands Fee	
EFT14576	11/10/2018	ALL-WAYS FOODS	\$230.82
		Cleaning Supplies	
EFT14577	11/10/2018	AGRIFUTURES AUSTRALIA	\$160.00
		RWA Ticket, Taryn Scadding	
EFT14578	11/10/2018	BOC GASES	\$95.11
		Cylinder Rent	
EFT14579	11/10/2018	BEST OFFICE SYSTEMS	\$2,095.78
		Photocopying Fee	
EFT14580	11/10/2018	BALLARDS OF NARROGIN	\$1,425.00
		Black Mulch	
EFT14581	11/10/2018	COUNTRY WIDE FRIDGE LINES PTY TLD	\$181.06
		Bar Freight	

# Shire of Kulin

EFT & Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
EFT14582	11/10/2018	COURIER AUSTRALIA Freight	\$130.27
EFT14583	11/10/2018	DAIMLER TRUCKS PERTH Parts & Repairs	\$249.68
EFT14584	11/10/2018	DIGITAL MONOPOLY PTY LTD Supply & Install SSL Certificate	\$198.00
EFT14585	11/10/2018	DEPARTMENT OF MINES, INDUSTRY REGULATION AND Building Service Levy	\$966.81
EFT14586	11/10/2018	DAVID GRAY & CO PTY LTD Parts & Repairs	\$221.74
EFT14587	11/10/2018	FEGAN BUILDING SURVEYING Building Service	\$497.75
EFT14588	11/10/2018	ITR WESTERN AUSTRALIA Grader Blades	\$7,810.00
EFT14589	11/10/2018	SOUTH WEST ISUZU Parts & Repairs	\$499.32
EFT14590	11/10/2018	KULIN HARDWARE & RURAL Various Building, Depot & Road Maintenance Supplies	\$9,189.56
EFT14591	11/10/2018	KULIN BUSH RACES INC Backpackers Gift, Shirts	\$110.00
EFT14592	11/10/2018	KULIN LIBRARY, POST OFFICE AND MAIL Library Service Fee	\$1,323.30
EFT14593	11/10/2018	LANDMARK PRODUCTS PTY LTD Drinking Fountain	\$2,101.00
EFT14594	11/10/2018	MARKETFORCE Advertising, CEO Position	\$3,152.05
EFT14595	11/10/2018	PACIFIC BRANDS WORKWEAR Staff Uniforms, Rachael Boyd	\$487.30
EFT14596	11/10/2018	NEWDEGATE STOCK & TRADING CO Distillate & Unleaded Fuel	\$48,982.74
EFT14597	11/10/2018	ROE TOURISM ASSOCIATION Membership	\$5,000.00
EFT14598	11/10/2018	R MUNNS ENGINEERING CONSULTING SERVICES Revaluation of Roads & Drainage	\$4,510.00
EFT14599	11/10/2018	SWAN BREWERY COMPANY PTY LTD Alcohol Purchase	\$850.46
EFT14600	11/10/2018	SPYKER BUSINESS SOLUTIONS IT Support	\$3,841.48
EFT14601	11/10/2018	THE HONDA SHOP Parts & Repairs	\$1,608.00
EFT14602	11/10/2018	SW TAYLOR OSH Service	\$1,210.00
EFT14603	11/10/2018	ULTIMO PARTNERS PTY LTD Plant Hire	\$3,840.67
EFT14604	11/10/2018	WESTRAC PTY LTD Parts & Repairs	\$2,763.09
EFT14605	19/10/2018	AIR LIQUIDE WA Cylinder Rent	\$21.00
EFT14606	19/10/2018	AUSTRALIAN TAXATION OFFICE BAS Statements August & September 2018	\$112,530.19
EFT14607	19/10/2018	BENARA NURSERIES Street Trees & Tress for Judd Hobson's House	\$1,117.22
EFT14608	19/10/2018	BT EQUIPMENT P/L Parts & Repairs	\$530.31
EFT14609	19/10/2018	COURIER AUSTRALIA Freight	\$362.17
EFT14610	19/10/2018	JULIE DALL Embroidery, Staff Uniforms	\$336.00
EFT14611	19/10/2018	DOROTHY SNOW Reimbursement, Pool Lifeguard Registration	\$150.00
EFT14612	19/10/2018	GANGELLS AGSOLUTIONS Various Building, Depot & Road Maintenance Supplies	\$2,840.00

# Shire of Kulin

EFT & Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
EFT14613	19/10/2018	GREAT SOUTHERN QUARRIES P/L Bluemetal Fines	\$33.66
EFT14614	19/10/2018	JR & A HERSEY PTY LTD Depot Supplies	\$125.40
EFT14615	19/10/2018	HYDRECO HYDRAULICS (WA) PTY LTD Parts & Repairs	\$44.00
EFT14616	19/10/2018	SOUTH WEST ISUZU Parts & Repairs	\$325.78
EFT14617	19/10/2018	KLEENHEAT GAS Yearly Facility Fees	\$128.89
EFT14618	19/10/2018	KULIN BUSH RACES INC Bar Purchase	\$105.60
EFT14619	19/10/2018	KULIN IGA Catering & Cleaning Supplies	\$1,303.76
EFT14620	19/10/2018	LAWN DOCTOR Core, Sweep & Sand Oval	\$7,460.75
EFT14621	19/10/2018	ELISE MULLAN Catering, Council Meeting October 2018	\$480.00
EFT14622	19/10/2018	IXOM OPERATIONS PTY LTD Chlorine Gas Cylinders	\$961.40
EFT14623	19/10/2018	EXURBAN RURAL & REGIONAL PLANNING Town Planning Consulting Services	\$289.75
EFT14624	19/10/2018	ROOF RESTORATIONS AUST. Roof Restoration, Noel Mason's House, Balance Owing	\$5,500.00
EFT14625	19/10/2018	SHIRE OF CORRIGIN ROEHOE ROE Regional Environmental Health Services Scheme	\$4,679.40
EFT14626	19/10/2018	SOUTHERN CROSS AUSTEREO PTY LTD Around the Town Radio Advertising	\$55.00
EFT14627	19/10/2018	THE AG SHOP Parts & Repairs	\$316.63
EFT14628	19/10/2018	OFFICEWORKS BUSINESS DIRECT Stationery	\$787.79
EFT14629	19/10/2018	WESTRAC PTY LTD New Caterpillar STD Roller	\$148,050.73
EFT14630	19/10/2018	WA HINO SALES & SERVICE Parts & Repairs	\$383.34
EFT14631	24/10/2018	CHILD SUPPORT AGENCY Payroll Deductions	\$254.74
EFT14632	24/10/2018	ALL-WAYS FOODS Cleaning Supplies	\$174.19
EFT14633	24/10/2018	LANDGATE Rural UV Chargeable	\$121.10
EFT14634	24/10/2018	FEGAN BUILDING SURVEYING Building Services	\$819.50
EFT14635	24/10/2018	KULIN SOCIAL CLUB Payroll Deductions	\$200.00
EFT14636	24/10/2018	KULIN SHIRE TRIP FUND Payroll Deductions	\$870.00
EFT14637	24/10/2018	KULIN SHIRE TRUST FUND Payroll Deductions	\$855.00
EFT14638	24/10/2018	THE FLOWER FARMACY Wreath, Camp Hart Service	\$100.00
EFT14639	24/10/2018	WA CONTRACT RANGER SERVICES Ranger Services	\$514.25
EFT14640	25/10/2018	ALL-WAYS FOODS Cleaning Supplies	\$146.43
EFT14641	25/10/2018	AUSTRALIAS GOLDEN OUTBACK Advertising, Holiday Planner 2019	\$1,675.00
EFT14642	25/10/2018	AUSTRAL MERCANTILE COLLECTIONS PTY LTD Bad Debt Expense	\$283.90
EFT14643	25/10/2018	ANDERSEN & PERRY PAINTING Painting of Doors, Frames & Air Vents - Memorial Hall	\$4,200.00

# Shire of Kulin

EFT & Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
EFT14644	25/10/2018	COUNTRY WIDE FRIDGE LINES PTY TLD Alcohol Purchase	\$109.66
EFT14645	25/10/2018	COURIER AUSTRALIA Freight	\$236.31
EFT14646	25/10/2018	CONNELLY IMAGES Vehicle Signage	\$555.50
EFT14647	25/10/2018	DIGITAL MONOPOLY PTY LTD Website Hosting Annual Renewal	\$396.00
EFT14648	25/10/2018	GARPEN PTY LTD Parts & Repairs	\$60.00
EFT14649	25/10/2018	IKES HOME IMPROVEMENT AND GLASS CENTRE Parts & Repairs	\$225.17
EFT14650	25/10/2018	JO WILSON DESIGN Camp Kulin Logo Design	\$150.00
EFT14651	25/10/2018	KULIN IGA Camp Kulin Catering Supplies	\$2,731.71
EFT14652	25/10/2018	KULIN TYRE SERVICE Tyres, Tubes & Batteries	\$1,233.00
EFT14653	25/10/2018	LEARNING DISCOVERY Child Care, Picture Story Books	\$123.50
EFT14654	25/10/2018	LOCAL GOVERNMENT SUPERVISORS ASS OF WA INC Registration to 2018 LGSA Conference & Expo, Judd Hobson	\$929.50
EFT14655	25/10/2018	METROCOUNT 6V welded Battery Packs	\$104.50
EFT14656	25/10/2018	MODERN TEACHING AIDS PTY LTD Art & Craft Supplies	\$319.01
EFT14657	25/10/2018	MULLAN ELECTRICAL & AIR Electrical Repairs, Unit One Ellson Street	\$279.74
EFT14658	25/10/2018	NARROGIN TOYOTA Parts & Repairs	\$275.90
EFT14659	25/10/2018	NEWDEGATE STOCK & TRADING CO Distillate & Unleaded Fuel	\$63,534.27
EFT14660	25/10/2018	RAW CREATIVE Artwork Central Wheatbelt Visitor Guide	\$65.00
EFT14661	25/10/2018	REDBOURNE GROUP Kindcare Annual Licence	\$1,100.00
EFT14662	25/10/2018	THE WEMBLEY THEATRE COMPANY Performance of Sleeping Beauty	\$1,850.00
EFT14663	31/10/2018	ALL-WAYS FOODS Cleaning Supplies	\$277.37
EFT14664	31/10/2018	BLACKWOODS Parts & Repairs	\$1,012.94
EFT14665	31/10/2018	COV'S PARTS Parts & Repairs	\$634.38
EFT14666	31/10/2018	EASTWAY FOOD SUPPLY Catering Supplies	\$157.40
EFT14667	31/10/2018	KLEENHEAT GAS Gas Cylinders	\$635.30
EFT14668	31/10/2018	LOMBARDI PTY LTD Parts & Repairs	\$1,315.27
EFT14669	31/10/2018	MCINTOSH & SON Parts & Repairs	\$598.99
EFT14670	31/10/2018	NARROGIN STIHL Parts & Repairs	\$91.30
EFT14671	31/10/2018	OFFICEWORKS BUSINESS DIRECT Stationery	\$146.07
EFT14672	31/10/2018	WESTRAC PTY LTD Parts & Repairs	\$8,689.54
37043	11/10/2018	TELSTRA Integrated Messaging	\$156.00
37044	11/10/2018	WATER CORPORATION Water Usage & Rates	\$12,869.00



# Shire of Kulin

EFT & Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
37045	11/10/2018	SYNERGY Electricity Usage	\$1,772.15
37046	19/10/2018	AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY Broadcasting Retransmission Renewal	\$44.00
37047	19/10/2018	NARROGIN STIHL Oil	\$49.79
37048	19/10/2018	TELSTRA Phone Usage & Equipment Rent	\$2,226.81
37049	19/10/2018	WATER CORPORATION Water Usage & Rates	\$476.42
37050	19/10/2018	SYNERGY Electricity Usage	\$5,878.25
37051	25/10/2018	WESTNET INTERNET SERVICES ADSL Service, Medical Centre	\$109.90
37052	25/10/2018	KULIN AOOB'S Donation, Cover Cost of Trailer Hire	\$100.00
37053	25/10/2018	SYNERGY Electricity Usage	\$7,100.80
DD6687.1	07/10/2018	WA LOCAL GOVT SUPERANNUATION PLAN Payroll Deductions	\$8,841.56
DD6687.2	07/10/2018	AUSTRALIAN SUPERANNUATION Superannuation Contribution	\$690.31
DD6687.3	07/10/2018	PRIME SUPERANNUATION Superannuation Contribution	\$384.45
DD6687.4	07/10/2018	MLC MASTERKEY SUPERANNUATION Superannuation Contribution	\$121.08
DD6687.5	07/10/2018	REST SUPERANNUATION Superannuation Contribution	\$172.37
DD6687.6	07/10/2018	THE PIPA SELF MANAGED SUPER FUND Superannuation Contribution	\$178.56
DD6687.7	07/10/2018	BENDIGO SUPERANNUATION PLAN Superannuation Contribution	\$168.38
DD6688.1	07/10/2018	WA LOCAL GOVT SUPERANNUATION PLAN Superannuation Contribution	\$388.72
DD6688.2	21/10/2018	WA LOCAL GOVT SUPERANNUATION PLAN Superannuation Contribution	\$414.36
DD6691.1	10/10/2018	BENDIGO BANK Bank Charges	\$1.20
DD6691.2	01/10/2018	FIRST DATA MERCHANT SOLUTIONS AUSTRALIA PTY LTD Bank Charges	\$374.76
DD6691.3	01/10/2018	BENDIGO BANK Bank Charges	\$41.60
DD6691.4	09/10/2018	BENDIGO BANK Bank Charges	\$7.65
DD6691.5	05/10/2018	BENDIGO BANK Bank Charges	\$0.75
DD6691.6	04/10/2018	CARLTON UNITED BREWERIES PTY LTD Alcohol Purchase	\$1,762.41
DD6691.7	03/10/2018	BENDIGO BANK Bank Charges	\$0.75
DD6691.8	02/10/2018	BENDIGO BANK Bank Charges	\$579.61
DD6691.9	01/10/2018	WESTNET INTERNET SERVICES ADSL Service	\$209.90
DD6697.1	11/10/2018	BENDIGO BANK Bank Charges	\$4.80
DD6697.2	15/10/2018	AUSTRALIAN LIQUOR MARKETERS PTY LTD - METCASH Alcohol Purchase	\$3,040.86
DD6701.1	21/10/2018	WA LOCAL GOVT SUPERANNUATION PLAN Payroll Deductions	\$10,435.60
DD6701.2	21/10/2018	AUSTRALIAN SUPERANNUATION Superannuation Contribution	\$725.14

# Shire of Kulin

EFT & Chq Listing for period ended 31 October 2018

CHQ / EFT No.	DATE	DESCRIPTION	AMOUNT
DD6701.3	21/10/2018	PRIME SUPERANNUATION Superannuation Contribution	\$384.44
DD6701.4	21/10/2018	MLC MASTERKEY SUPERANNUATION Superannuation Contribution	\$139.82
DD6701.5	21/10/2018	REST SUPERANNUATION Superannuation Contribution	\$154.85
DD6701.6	21/10/2018	THE PIPA SELF MANAGED SUPER FUND Superannuation Contribution	\$178.55
DD6701.7	21/10/2018	BENDIGO SUPERANNUATION PLAN Superannuation Contribution	\$163.05
DD6704.1	25/10/2018	BENDIGO BANK Bank Charges	\$1.35
DD6704.2	24/10/2018	BENDIGO BANK Bank Charges	\$8.40
DD6704.3	19/10/2018	BENDIGO BANK Bank Charges	\$3.90
DD6709.1	25/10/2018	BENDIGO BANK Bank Charges	\$3.45
#4911294	09/10/2018	SHIRE OF KULIN Bulk Payroll PPE 091018	\$59,997.98
#4911625	09/10/2018	SHIRE OF KULIN One Off Payroll PPE 091018	\$1,063.56
#4936476	24/10/2018	SHIRE OF KULIN Bulk Payroll PPE 241018	\$65,726.13
Sub-total: EFT & Chq Payments			\$709,702.89
TOTAL PAYMENTS FOR MONTH ENDING 30 October 2018			\$709,702.89

**Bendigo Business Credit Card**

Date	Transaction	Withdrawals	Payments	Balance
<b>Opening balance</b>				<b>\$4,966.53</b>
2 Oct 18	PUMA MT MELVILLE, MOU NT MELVILL AUS RETAIL PURCHASE 30/09 CARD NUMBER 552638XXXXXXXX426 1	PMU 120 0152 726 78.93	DCEO Fuel	5,045.46
3 Oct 18	POST KULIN LPO KUI, KULIN AUS RETAIL PURCHASE 01/10 CARD NUMBER 552638XXXXXXXX194 1	113920 31 44.00	ID checks Sale of land Town Dam	5,089.46
3 Oct 18	POST KULIN LPO KUI, KULIN AUS RETAIL PURCHASE 01/10 CARD NUMBER 552638XXXXXXXX194 1	" 44.00	"	5,133.46
4 Oct 18	Kulin Community Bank, KULIN AUS RETAIL PURCHASE 03/10 CARD NUMBER 552638XXXXXXXX194 1	MU27 0151 749 26.85	Plate Change	5,160.31
4 Oct 18	MAIN ROADS WA HEAVY, WELSHPOOL AUS RETAIL PURCHASE 02/10 CARD NUMBER 552638XXXXXXXX706 1	MU79 0132 730 50.00	Overage permit	5,210.31
5 Oct 18	Kulin Community Bank, KULIN AUS RETAIL PURCHASE 04/10 CARD NUMBER 552638XXXXXXXX194 1	MU27 0151 749 335.65	Registration Holden TRB2R	5,545.96
6 Oct 18	BP BRIDGETOWN R/H 5, BRIDGETOWN AUS RETAIL PURCHASE 05/10 CARD NUMBER 552638XXXXXXXX426 1	MU120 0152 726 64.86	DCEO Fuel	5,610.82
14 Oct 18	PERIODIC TFR 00074214151201 00000000000		4,966.53	644.29
18 Oct 18	STUMPY'S GATEWAY ROA, BROOKTON AUS RETAIL PURCHASE 16/10 CARD NUMBER 552638XXXXXXXX706 1	32.60	Staff Training Meals - Judith Hobson Nicole Thompson	676.89

EC42000 31  
 Beads Forum +  
 FRAC Liquor Licensing  
 ...continued overleaf >  
[www.bendigobank.com.au](http://www.bendigobank.com.au)

Date Paid \_\_\_/\_\_\_/\_\_\_ Amount \$ \_\_\_\_\_

**Bendigo Business Credit Card - Payment options**

- Pay in person:** Visit any **Bendigo Bank** branch to make your payment.
- Internet banking:** Pay your credit card using ebanking 24 hours a day, 7 days a week.  
[www.bendigobank.com.au](http://www.bendigobank.com.au)
- Register for Internet or Phone Banking** call **1300 BENDIGO** (1300 236 344). This service enables you to make payments conveniently between your Bendigo Bank accounts 24/7.

**Pay by post:** Mail this slip with your cheque to -  
**PO Box 480  
 Bendigo VIC 3552.**  
 If paying by cheque please complete the details below.

**Billers code: 342949**  
**Ref: 691211254**

Bank@Post™ Pay at any Post Office by Agency Banking **Bank@Post^** using your credit card.



**Bendigo Business Credit Card**

BSB number	633-000
Account number	691211254
Customer name	SHIRE OF KULIN
Minimum payment required	\$43.80
Closing Balance on 31 Oct 2018	\$1,460.29
Payment due	14 Nov 2018
Date	Payment amount

Drawer	Chq No	BSB	Account No	\$	¢

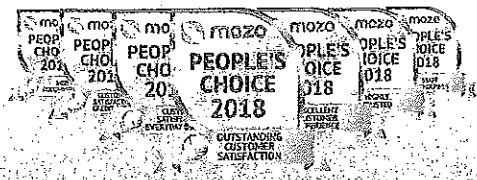
^ Fees will apply for payments made using Bank@Post. Refer to Bendigo Bank Schedule of Fees & Charges and Transaction Account Rebates.

**Bendigo Business Credit Card** (continued)

Date	Transaction	Withdrawals	Payments	Balance
18 Oct 18	BETTER CHOICE ROLE3, ROLEYSTONE AUS RETAIL PURCHASE 16/10 CARD NUMBER 552638XXXXXX194 1	MV27 0152 728	90.04 CEO Fuel	766.93
18 Oct 18	TELSTRA BILL DIR DEB, ADELAIDE AUS RETAIL PURCHASE 16/10 CARD NUMBER 552638XXXXXX426 1	112030 47	65.33 Aquatic Centre Internet	832.26
20 Oct 18	GLOBE AUSTRALIA PTY, MALAGA AUS RETAIL PURCHASE 18/10 CARD NUMBER 552638XXXXXX706 1	P2203 0132 730	286.00 Parts	1,118.26
20 Oct 18	CAPS AUSTRALIA PTY 1, WELSHPOOL AUS RETAIL PURCHASE 18/10 CARD NUMBER 552638XXXXXX706 1	E 122121	52.28 Depot Supplies	1,170.54
24 Oct 18	POST KULIN LPO KU1, KULIN AUS RETAIL PURCHASE 22/10 CARD NUMBER 552638XXXXXX194 1	E113240 31	181.00 Ruth Tyson ID check for Approved Manager App	1,351.54
26 Oct 18	GIFT ENGRAVING, WHIT FIELD AUS RETAIL PURCHASE 25/10 CARD NUMBER 552638XXXXXX194 1	EO41110	92.75 Gift	1,444.29
30 Oct 18	CARD FEE 4 @ \$4.00	EO32108 31	16.00	1,460.29
<b>Transaction totals / Closing balance</b>		<b>\$1,460.29</b>	<b>\$4,966.53</b>	<b>\$1,460.29</b>

AUTOMATIC PAYMENTS HAVE BEEN SPECIFIED FOR YOUR ACCOUNT.

Bendigo Bank suggests you carefully check all entries on your statement. Apparent errors or possible unauthorised transactions are to be promptly reported to your branch. It is important that you notify Bendigo Bank of any disputed transactions as soon as possible as Bendigo Bank's ability to investigate disputed transactions and to subsequently process a chargeback in your favour is restricted by the time limits imposed under the operating rules of the applicable credit card scheme. If you wish to obtain further information about this product (including your chargeback rights) or you have a question or concern about your account or its operation please contact your local Bendigo Bank Branch (details supplied on the front of the statement).



**The people have spoken**  
**Outstanding Customer Satisfaction**

14207511 / E 1811 / S 4256 / R331 / 000/421415000567

## A1 CODE OF CONDUCT - MEMBERS AND STAFF

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### Administration

**PREAMBLE:** The Shire of Kulin has adopted the model Code of Conduct which provides elected members and staff in Local Government with consistent guidelines for an acceptable standard of professional conduct. The Code addresses in a concise manner the broader issue of ethical responsibility and encourages greater transparency and accountability in individual Local Governments. The Model Code is complementary to the principles adopted in the Local Government Act and regulations which incorporates four fundamental aims to result in:-

- a) better decision making by Local Governments;
- b) greater community participation in the decisions and affairs of Local Governments;
- c) greater accountability of Local Governments to their communities; and
- d) more efficient and effective Local Government.

**OBJECTIVE:** The Code provides a guide and a basis of expectations for elected members and staff. It encourages a commitment to ethical and professional behaviour and outlines principles in which individual and collective Local Government responsibilities may be based.

### POLICY:

#### Role of Elected Members

A Councillor's primary role is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future, for the Local Government will be the focus of the Councillor's public life.

A Councillor is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives. In fulfilling the various roles, elected members' activities will focus on:

- achieving a balance in the diversity of community views to develop an overall strategy for the future of the community;
- achieving sound financial management and accountability in relation to the Local Government's finances;
- ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
- working with other governments and organisations to achieve benefits for the community at both a local and regional level;
- having an awareness of the statutory obligations imposed on Councillors and on Local Governments.

### 1. Conflict and Disclosure of Interest

#### 1.1 Conflict of Interest

- (a) Members and staff will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- (b) Staff will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Local Government, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- (c) Members and Staff will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing which may otherwise be in conflict with the Council's functions.

- (d) Members and Staff who exercise a recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.
- (e) Staff will refrain from partisan political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity.

An individual's rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination and this is supported by anti-discriminatory legislation.

### **1.2 Pecuniary Interest**

Members and staff will adopt the principles of disclosure of pecuniary interest as contained within the Local Government Act.

### **1.3 Disclosure of Interests Affecting Impartiality**

Members are required to disclose any conflicts of interest of a non-financial nature that they may have that could be perceived as likely to affect the judgement of that person to act impartially. Details of the nature of the disclosure by the member must be recorded in the minutes of the meeting.

Staff and consultants who are providing advice to the meeting must make the disclosure at the time of giving such advice.

### **1.4 Disclosure of Interest**

- (a) Members and appropriate staff will disclose, in a written return or at the relevant meeting, the interests which might be in conflict with their public or professional duties.
- (b) Whenever disclosure is required, recommended in this Code, or otherwise seems appropriate, it will be made promptly, fully, and in writing within the register provided.

## **2. Personal Benefit**

### **2.1 Use of Confidential Information**

Members and staff will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways which are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organisation.

### **2.2 Intellectual Property**

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Local Government upon its creation unless otherwise agreed by separate contract.

### **2.3 Improper or Undue Influence**

Members and staff will not take advantage of their position to improperly influence other members or staff in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

### **2.4 Gifts and Bribery**

- (a) Members and staff will not seek or accept (directly or indirectly) from any person or body, any immediate or future gift, reward or benefit (other than gifts of a token kind, or moderate acts of hospitality) for themselves or for any other person or body, relating to their status with the Local Government or their performance of any duty or work which touches or concerns the Local Government.

- (b) If any gift, reward or benefit is offered and is in excess of \$200 (other than gifts of a token kind, or moderate acts of hospitality), disclosure will be made in a prompt and full manner and in writing in the appropriate register.

### **3. Conduct of Members and Staff**

#### **3.1 Personal Behaviour**

- (a) Members and staff will:
  - (i) act, and be seen to act properly and in accordance with the requirements of the law and the terms of this Code;
  - (ii) perform their duties impartially and in the best interests of the Local Government uninfluenced by fear or favour;
  - (iii) act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interests of the Local Government and the community;
  - (iv) make no allegations which are improper or derogatory (unless true and in public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
  - (v) always act in accordance with their obligation of fidelity to the Local Government.
  
- (b) Members will represent and promote the interests of the Local Government, while recognising their special duty to their own constituents.

#### **3.2 Honesty and Integrity**

Members and Staff will:

- (a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- (b) bring to the notice of the Mayor/President any dishonesty or possible dishonesty on the part of any other member, and in the case of an employee, to the Chief Executive Officer.
- (c) be frank and honest in their official dealing with each other.

#### **3.3 Performance of Duties**

- (a) While on duty, staff will give their whole time and attention to the Local Government's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Local Government.
  
- (b) Members will at all times exercise reasonable care and diligence in the performance of their duties, being consistent in their decision making but treating all matters on individual merits. Members will be as informed as possible about the functions of the Council and treat all members of the community honestly and fairly.

#### **3.4 Compliance with Lawful Orders**

- (a) Members and Staff will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution cannot be achieved, with the Chief Executive Officer.
  
- (b) Members and Staff will give effect to the lawful policies of the Local Government, whether or not they agree with or approve of them.

#### **3.5 Administrative and Management Practices**

Members and staff will ensure compliance with proper and reasonable administrative practices and conduct professional and responsible management practices.

#### **3.6 Corporate Obligations**

- (a) Standard of Dress:-

Staff are expected to comply with neat and responsible dress standards at all times. Management reserves the right to raise the issue of dress with individual staff.

- (b) Communication and Public Relations:
- (i) All aspects of communication by staff (including verbal, written or personal), involving Local Government's activities, should reflect the status and objectives of that Local Government. Communications should be accurate, polite and professional.
  - (ii) As a representative of the community, Members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of the Council. In doing so, Members should acknowledge that:
    - as a member of the Council there is respect for the decision making processes of the Council which are based on a decision of the majority of the Council;
    - information of a confidential nature ought not to be communicated until it is no longer treated as confidential;
    - information relating to decisions of the Council on approvals, permits and so on ought only be communicated in an official capacity by a designated officer of the Council;
    - information concerning adopted policies, procedures and decisions of the Council is conveyed accurately.

### **3.7 Relationships between Members and Staff**

An effective Councillor will work as part of the Council team with the Chief Executive Officer and other members of staff. That teamwork will only occur if Members and Staff have a mutual respect and co-operate with each other to achieve the Council's corporate goals and implement the Council's strategies. To achieve that position Members need to:

- accept that their role is a leadership, not a management or administrative one;
- acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
- refrain from publicly criticising staff in a way that casts aspersions on their professional competence and credibility.

### **3.8 Appointments to Committees**

As part of their representative role Members are often asked to represent the Council on external organisations. It is important that Members:

- clearly understand the basis of their appointment; and
- provide regular reports on the activities of the organisation.

## **4. Dealing with Council Property**

### **4.1 Use of Local Government Resources**

Members and staff will:

- (a) be scrupulously honest in their use of the Local Government's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- (b) use the local Government resources entrusted to them effectively and economically in the course of their duties and
- (c) not use the Local Government's resources (including the services of Council staff) for private purposes (other than when supplied as part of a contract of employment),



unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

#### **4.2 Travelling and Sustenance Expenses**

Members and staff will only claim or accept travelling and sustenance expenses arising out of travel related matters which have a direct bearing on the services, policies or business of the Local Government in accordance with Local Government policy and the provision of the Local Government Act.

#### **4.3 Access to Information**

Staff will ensure that members are given access to all information necessary for them to properly perform their functions and comply with their responsibilities as members.

Members will ensure that information provided will be used properly and to assist in the process of making reasonable and informed decisions on matters before the Council.

**HEAD OF POWER:** Local Government Act 1995

***RoeROC***

***Roe Regional Organisation of Councils***

---

SHIRE OF CORRIGIN

and

SHIRE OF KONDININ

and

SHIRE OF KULIN

and

SHIRE OF NAREMBEEN

# MEMORANDUM OF UNDERSTANDING

July 2018 to June 2023

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## **AGREEMENT**

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This Memorandum of Understanding (MOU) dated 1<sup>st</sup> July 2018 between

the **SHIRE OF CORRIGIN** of Lynch Street, CORRIGIN, Western Australia, and

the **SHIRE OF KONDININ** of Gordon Street, KONDININ, Western Australia, and

the **SHRE OF KULIN** of Johnston Street, KULIN, Western Australia, and

the **SHIRE OF NAREMBEEN** of 1 Longhurst Street, NAREMBEEN, Western Australia.

("the Member Councils")

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## **OPERATIVE PART**

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### **1 NAME**

The name of the regional organisation of councils is the Roe Regional Organisation of Councils (RoeROC).

### **2 REGIONAL PURPOSES**

The regional purposes for which RoeROC is established are to:

- a) Undertake the activities defined as projects and services in accordance with Clause 7:
- b) Provide a means for the Member Councils, through voluntary participation and the integration and sharing of resources, where requirements of clause 7:1 are met, to:
  - (i) Assess the possibilities and methodology of facilitating a range of services and facilities on a regional basis including, without limitation, the services and facilities described in Schedule 2;
  - (ii) Promote, initiate, undertake, manage and facilitate the services and facilities described in Schedule 2;
  - (iii) Promote productive effectiveness and financial benefit to the Member Councils where there are common and shared community of interest linkages;

### **3 OBJECTIVES**

The objectives of RoeROC shall be:

- a) To carry out the Regional Purposes in a manner which enhances and assists in the advancement of the Region,
- b) To form a strategic alliance for the retention of infrastructure, community services and population, increased funding for development and maintenance/improvement of local road network, economic development initiatives, promotion and marketing initiatives, retention of health services, salinity and environment and general local government industry issues,
- c) To encourage cooperation and resource sharing on a regional basis
- d) Not to detract from the relationships an individual shire holds within its community, with the state and federal governments and other entities it interacts with in the course of usual business.

### **4 DEFINITIONS**

In this Memorandum of Understanding unless the context requires otherwise;

"Act" means the Local Government Act 1995;

"Project" means the undertaking of any activity for a Regional Purpose described in clause 2(b);

"Proposal" means the proposal to undertake a Project;

"Region" means the districts of the Member Councils;

"Regional Purposes" means any regional purpose referred to in clause 2.

"RoeROC" means the Roe Regional Organisation of Councils;

"Secretariat" means an employee of the host Member Council who provides secretarial support to the RoeROC.

## **5 THE ORGANISATION**

### **5.1 Appointment of members**

- a) The President and Chief Executive Officer of a Member Council are members of RoeROC.
- b) A Member Council may appoint one elected member and one Officer as a deputy from the Council of the Member Council who are able to attend the RoeROC meetings.
- c) A Member Council may appoint a nominee in lieu of the Shire President or Chief Executive Officer under sub-clause 5.1(a).

**Footnote:** Deputy Chief Executive Officers or similar positions as well as Councillors from each of the Member Councils are encouraged to attend meetings.

### **5.2 Tenure of members of ROEROC**

A member of RoeROC shall hold office until either:

- a) The member ceases to be a member of the Council or CEO of the Member Council or
- b) The member is removed by the Member Council.

### **5.3 Election of Chairperson and Deputy Chairperson**

- (1) The members of the RoeROC shall elect a Chairperson, Deputy Chairperson and secretariat on a rotational basis as decided by Member Councils following the bi-annual local government elections.:

If the office of Chairperson or Deputy Chairperson becomes vacant or are absent from meetings then the members of RoeROC shall elect a new Chairperson or Deputy Chairperson, as the case requires.

### **5.4 Tenure of Chairperson and Deputy Chairperson**

- (1) The Chairperson and Deputy Chairperson should hold those offices until the election of a new chairperson and deputy chairperson pursuant to clause 5.3 (1).
- (2) The Chairperson and Deputy Chairperson in office at time of extension or renewal of this MOU shall continue in office until an election is held as required by clause 5.3 (1)

### **5.5 Role of Chairperson**

The Chairperson:

- a) Presides at meetings of RoeROC;
- b) Carries out civic and ceremonial duties on behalf of RoeROC;
- c) Speaks on behalf of RoeROC; and
- d) Liaises with the Secretariat on RoeROC's affairs and the performance of its functions.

### **5.6 Role of Deputy Chairperson**

- (1) The Deputy Chairperson performs the functions of the Chairperson, when authorised to do so, under this clause.
- (2) The Deputy Chairperson may perform the functions of Chairperson if;
  - a) The office of Chairperson is vacant; or
  - b) The Chairperson is not available or is unable or unwilling to perform the functions of Chairperson,

### **5.7 Role of Members of Roe Regional Organisation of Council**

A member of RoeROC:

- a) Represents the interests of the electors and residents of the Region;
- b) Facilitates communication between the community of the Region and RoeROC;
- c) Participates in the RoeROC's decision-making processes at meetings of the RoeROC and its committees; and
- d) Performs such other functions as are given to the member.

## **6 FINANCIAL CONTRIBUTIONS**

### **6.1 Annual or Capital Contributions**

Member Councils are required to make an annual financial contribution towards the operations of RoeROC as determined by RoeROC, the contributions to be in equal shares, and may also be requested to contribute towards specific projects or initiatives of RoeROC.

### **6.2 Manner of Payment**

The contributions referred to in clauses 6.1 shall be paid by each Member Council to RoeROC in the manner determined by RoeROC.

## **7 PROJECTS OR SERVICES**

### **7.1 Requirements**

RoeROC shall only undertake a Project or Service in accordance with this clause and provided that:

- a) RoeROC is satisfied that any services and facilities that it will provide:
  - i) Integrate and coordinate, so far as practical, with any provided by the Commonwealth, State or any public body;
  - ii) Within the district of a Member Council, do not duplicate, to an extent that the Member Council consider inappropriate, services or facilities provided by the Commonwealth, the State or any body or person, whether public or private; and
  - iii) Are managed efficiently and effectively;
- b) The requirements for the preparation of a business plan under section 3.59 of the Act, if applicable, are complied with.

**Footnote:**

In certain circumstances, a proposal to undertake a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59.  
Nothing prevents RoeROC or Member Councils to provide a financial contribution to regional projects and services at any time.

### **7.2 Project Plan to be Prepared**

Where RoeROC is considering a proposed Project or Service it shall prepare a Project Plan.

### **7.3 Contents of a Project Plan**

A Project Plan should include:

- a) A clear definition of the proposed Project or Service;
- b) Details of the expected cost and benefits for the Member Councils;
- c) A project time-line with performance milestones clearly outlined;
- d) The proportion (and the basis of its calculation) in which the Project Member Councils will make contributions towards:



- i) The acquisition of any asset of a capital nature required for the Project or Service;
  - ii) The operating expenditure, including administrative expenses, relating to the Project or Service.
- (e) The manner of payment of the contributions referred to in paragraph (d);
  - (f) The proportion entitlement or liability, as the case may be (and the basis of its calculation) of the Project Member Councils in the event that the Project or Service is wound up;
  - (g) The manner of payment of the entitlement or liability referred to in paragraph (i);
  - (h) The procedure for the giving of notice by a Project Member Council wishing to withdraw from the Project or Service including the period of notice;
  - i) The proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Project Member Council when withdrawal of that Project Member Council from the Project or Service takes effect;
  - j) The amount, if any, of interest payable where contributions are not made on the due date for payment; and
  - k) The entitlement, if any, of a Member Council which is not a Project Member Council to join a Project or Service and the procedure to be followed including the period of notice given by that Member Council.

#### **7.4 Member Councils to be Given Project Plan**

Upon completion of the Project Plan RoerOC shall give a copy of the Project Plan to each of the Member Councils.

#### **7.5 Election to Participate in Project**

Each Member Council shall, within a reasonable period determined by RoerOC, elect whether to participate in the New Project or Service by giving notice of its election to RoerOC.

#### **7.6 Project Member Councils**

The Member Councils, which elect to participate in a Project or Service, are the Project Member Councils in respect of that Project or Service.

#### **7.7 Review of Project Plan**

- (1) As soon as practicable after the period referred to in clause 7.5, RoerOC shall:
  - a) Review the Project Plan and its viability having regard to the number of Member Councils who have elected to participate;
  - b) Decide whether to proceed with the Project or Service; and
  - c) Give notice to each of the Project Member Council of its decision.
- (2) Where the number of Member Councils which have elected to participate is less than the number, if any, specified in the Project Plan or less than all of the Member Councils where no number is specified, then RoerOC will give the Member Councils an opportunity to withdraw their election before the RoerOC decides to proceed under clause 7.7(b).

#### **7.8 Project Member Councils to be Bound**

Where RoerOC decides to proceed with a Project or Service and gives notice of its decision to each of the Project Member Councils in accordance with clause 7.7, then each of the Project Member Councils shall be bound by the terms of the Project Plan as if those terms were set out in this Agreement.

## **7.9 Winding Up of Project or Service**

The RoeROC Council may resolve to wind up a Project or Service. An absolute majority vote will be required by the RoeROC Council to resolve to wind up any project or service.

## **7.10 Division of Assets**

- (1) Subject to sub-clause (2), if a Project or Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project or Service then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Member Councils in the proportions referred to in the Project Plan.
- (2) Sub-clause (1) shall not apply where the Project Member Councils advise RoeROC that a realisation of the property and assets is not necessary.

## **7.11 Division of Liabilities**

If a Project or Service is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project or Service then the liability or debt is to be met by the Project Member Councils in the proportions referred to in the Project Plan.

## **7.12 Indemnification by Project Member Councils of the RoeROC**

If a Project or Service is wound up then the Project Member Councils shall indemnify RoeROC (in the proportions referred to in the Project Plan) with respect to that liability or debt.

## **7.13 Current Projects**

All current projects and services are listed in schedule 3 as updated from time to time

# **8 TERM AND TERMINATION**

## **8.1 Term of Agreement**

Unless otherwise wound up or extended, this Agreement will terminate on 30 June 2023.

## **8.2 Winding up by Agreement**

The Member Councils may, by agreement, wind up RoeROC.

## **8.3 Division of Assets**

If the RoeROC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of RoeROC then the property and assets shall be realised and the Proceeds along with any surplus funds shall be divided among each of the Member Councils in the same proportions as the contributions of a particular Member Council to RoeROC.

## **8.4 Division of Liabilities**

If RoeROC is to be wound up and there remains any liability or debt in excess of the realised property and assets of RoeROC then the liability or debt is to be met by each of the Member Councils in the same proportions as the contributions of a particular Member Councils to the assets of RoeROC bear to the total of such contributions by all Member Councils.

# **9 WITHDRAWAL OF A MEMBER COUNCIL**

## **9.1 Withdrawal**

A Member Council may, at any time between 1 July and 31 December in any year, give to RoeROC notice of its intention to withdraw from RoeROC.

## **9.2 When Withdrawal to Take Effect**

The withdrawal of a Member Council shall take effect from the end of the financial year, in which notice of withdrawal under clause 9.1 is given.

## **9.3 Entitlement or Liability of Withdrawing Member Council**

As soon as practicable following the withdrawal of a Member Council, RoeROC shall:

- a) Distribute to the Member Council an amount equal to the proceeds and any surplus funds which would have been payable if RoeROC was wound up; or
- b) Be entitled to recover from the Member Council an amount equal to the liability or debt which would be payable by the Member Council if the RoeROC was wound up, as the case may be.

## **9.4 Member Councils May be Required to Pay Distribution**

If the RoeROC is unable to meet the distribution referred to in clause 9.3(a) from funds on hand then, unless the RoeROC decides otherwise, the Member Council (other than the Member Council that has withdrawn) shall pay the distribution in the proportions equal to their respective equities in the RoeROC.

# **10 ADMITTING NEW MEMBERS**

- (1) Section 3.65 of the Local Government Act 1995 is to apply if a Regional Local Government is established.
- (2) Prospective new members may be admitted and shall be required to;
  - a) Submit a project plan to RoeROC that responds to the guidelines described in section 7.3 – Contents of a Project Plan
  - b) On entry a new member shall be required to contribute to RoeROC a sum that is described in the project plan as "the entry sum" and in addition a sum equal to the current year's contribution schedule as described in section 6.1 or a discretionary sum agreed to by the RoeROC.

### **Footnote:**

1. Part 3 Division 4 Section 3.65 (2) of the Local Government Act 1995 describes the process of amending the Establishment Agreement.

# **11 DISPUTE RESOLUTION**

## **11.1 Dispute**

In the event of any dispute or difference ('dispute') arising between the Member Councils and RoeROC or any of them at any time as to any matter or thing of whatsoever nature arising under or in connection with this Memorandum of Understanding, then a Member Councils or RoeROC or the Member Councils (as the case may be) may give to the other Member Councils and RoeROC (as the case may be) notice in writing ('dispute notice') adequately identifying the matters, the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Member Council or RoeROC of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

## **11.2 Arbitration**

At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon

receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

### **11.3 Legal Representation**

For the purposes of the Commercial Arbitration Act 1985, the Member Councils consent to each other and to ROEROC being legally represented at any such arbitration.

## **12 INTERPRETATION**

### **12.1 Interpretation**

In this Memorandum of Understanding unless the context requires otherwise:

- a) Words importing the singular include the plural and vice versa;
- b) Words importing any gender include the other genders;
- c) References to persons include corporations and bodies politic;
- d) References to a person include the legal personal representatives, successors and assigns of that person;
- e) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- f) References to this or any other document include the document as varied or replaced, and not withstanding any change in the identity of the parties;
- g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- h) An obligation of two or more parties shall bind them jointly and severally;
- i) If a word or phrase is defined cognate words and phrases have corresponding definitions;
- j) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- k) An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- l) Reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- m) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- n) References to this Memorandum of Understanding include its schedules.

### **12.2 Headings and Footnotes**

Headings and footnotes shall be ignored in construing this Memorandum of Understanding.

### **12.3 Time**

- a) References to time are to local time in Perth, Western Australia;
- b) Where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

### **13 AMENDMENT OF MEMORANDUM OF UNDERSTANDING**

- (1) The Member Councils may amend this Memorandum of Understanding by unanimous agreement of the Member Councils.
- (2) This Memorandum of Understanding can be amended to include another local government as a party to the amending agreement.

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**Schedule 1 – Execution**

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EXECUTED by the Parties

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

## Schedule 2 – Regional Purposes

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### 1. Cooperation

To provide a strong and cohesive regional group that has the capacity to provide leadership and practical projects that will enhance the region.

### 2. Tourism & Event Coordination

To maximise the potential of tourism and community events in the region through the coordination of tourism and marketing activities, individual events, staging of major events and promotions including, but not limited to;

- The marketing and development of the Roe Regional Tourism Strategy.
- The marketing and promotion of events and attractions.
- Coordinating and/or staging events in the South Eastern Wheatbelt region to maximise community benefit.

### 3. Resource Sharing

To promote inter-council cooperation and resource sharing opportunities where these add value and do not diminish the way individual councils provide services to their communities. These opportunities can include but are not limited to the following;

- Enhance the finance/compliance capability of individual councils.
- Joint purchasing of plant items.
- Facilitate resource sharing of technical/professional officer positions for two or more local governments by creating the blue print for successful joint arrangements.
- Establish a central facility for local government functions such as rating, accounting and records management.
- Develop the capacity as a group to tender for and undertake major and minor works.

### 4. Economic and Community Building

To implement strategies relating to issues of regional significance that foster and promote development opportunities that benefit the region. These opportunities can include, but are not limited to;

- Developing and implementing alternative power systems in the region using renewable resources.
- Lobby for tax incentive schemes for new industries.
- Lobby for the delivery of tertiary and further education to regional areas.
- Lobby for a regional tourist drives and routes.
- Facilitating niche marketing and branding for the region.

### 5. Health and Community Services

To act as a catalyst to promote the well-being of the regional community and undertake activities including, but not limited to;

- Lobby government for continued stability and incentives for the provision of doctors.
- Lobbying government for education of nurses to meet the needs of rural areas.
- Lobbying for changes to accident, emergency and hospital care in the region.
- Facilitating improved health resources for the vulnerable members of the RoeROC community.

## 6. Environment

To provide leadership, coordination and information on regional natural resource management practices and undertake activities including, but not limited to;

- Achieving improved control and utilisation of surface and sub-surface water resources.
- Achieving improved land management practices across the region.
- Ensure the long-term economic future of the region through sustainability practices.
- Implementing progressive Natural Resource Management initiatives.
- Reporting on the state of the environment in the RoeROC region.

## 7. Recreation

To provide planning and leadership in the coordination and development of recreational activities and facilities in the region including, but not limited to;

- Regional Recreational planning
- Improving participation in and awareness of various sporting and recreational activities (ie supporting be-active coordinators).

## 8. Transport

To provide representation, planning and input into the coordination and development of transport networks in the region including, but not limited to;

- Obtaining Federal and State funding for road networks.
- Lobbying for further input into MRWA road maintenance programs.
- Lobbying for greater input into the regulation of transport operators ie: school bus, heavy haulage, etc.
- Liaise on regional transport issues.



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## Schedule 3 – Existing Projects and Services

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Regional waste site agreement (Bendering Tip)  
Licence to use land  
Regional Regional Environmental Health Services Scheme

DRAFT

### **Roe Regional Environmental Health Services Scheme – renewal of the MOU**

The Roe Regional Organisation of Councils (RoeROC) was established in October 2006 to facilitate voluntary cooperation and resource sharing between the Shires of Corrigin, Kondinin, Kulin and Narembeen.

Since its establishment RoeROC has worked to deliver a number of shared services to its member Councils. The Roe Regional Environmental Health Services Scheme (RREHSS) provides an environmental health service that also includes the Shire of Lake Grace. RREHSS operates under a Memorandum of Understanding (MOU) between the Councils commencing 1 July 2018 and expiring on the 30 June 2023. The MOU can be extended by the Member Councils in writing.

Member Councils are asked to consider the extension of the MOU

## ROE REGIONAL ENVIRONMENTAL HEALTH SERVICES SCHEME

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the First day of July 2018

#### **BETWEEN:**

the **SHIRE OF CORRIGIN** of 9 Lynch Street, **CORRIGIN, WA;**

the **SHIRE OF KONDININ** of 11 Gordon Street, **KONDININ, WA;**

the **SHIRE OF KULIN** of Johnston Street, **KULIN, WA;**

the **SHIRE OF LAKE GRACE** of 1 Bishop Street, **LAKE GRACE, WA;** and

the **SHIRE OF NAREMBEEN** of 1 Longhurst Street, **NAREMBEEN, WA.**

collectively known as the ("**Member Councils**")

#### **BACKGROUND**

- A. Each of the Member Councils are local government authorities established under the Local Government Act 1995.
- B. Each of the Member Councils is required to provide Environmental Health Services within its council area in accordance with the Health Act 1911.
- C. The Member Councils currently have an arrangement with each other with respect to the employment of Environmental Health Officers and the provision of Environmental Health Services. ("the Scheme").
- D. Each of the Member Councils agrees that the Scheme shall be collectively known as **Roe Regional Environmental Health Services Scheme (RREHSS)**. The Scheme will operate under the shortened title of **RoeHealth**
- E. The Member Councils desire to formalise their agreement and understanding in relation to the Scheme and have agreed to enter into this Memorandum of Understanding in this regard. However, the Member Councils agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them the Member Councils agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.

**AND THE MEMBER COUNCILS AGREE:**

**1. Definitions & Interpretation**

**1.1 Definitions**

- 1.1.1 “**Act**” means the Local Government Act 1995;
- 1.1.2 “**Scheme Costs**” means all costs incurred by the Host Council including, but not limited to, the employment of the Environmental Health Officers (salary, training costs, sick leave, annual leave, long service leave and reimbursement of expenses), costs for time incurred by any other staff member or consultant, hardware, software licences, vehicle costs, communication costs, stationery, and any other resources associated with operating the Scheme;
- 1.1.3 “**Billing Period**” means the quarterly periods of each financial year when Tax invoices are issued by the Host Council;
- 1.1.4 “~~Costs~~ **Visitation Schedule**” means Schedule 1 attached to this Memorandum;
- 1.1.5 “**Host Council**” means the **Shire of Corrigin**;
- 1.1.6 “**Environmental Health Services**” means the services outlined in Schedule 1 attached to this Memorandum;
- 1.1.7 “**Committee**” means the group of representatives appointed by each of the Member Councils in accordance with Clause 4.1 of this Memorandum;
- 1.1.8 “**Scheme**” means the Roe Regional Environmental Health Services Scheme;
- 1.1.9 “**Memorandum**” means this Memorandum of Understanding;
- 1.1.10 “**Operating Guidelines**” means the guidelines (as amended from time to time) referred to in Clause 6 and Schedule 1 of this Memorandum;
- 1.1.11 “**Other Member Councils**” means the Member Councils that are not the Host Council.

**1.2 Interpretation**

- 1.2.1 .
- 1.2.1 *Unless the contrary intention appears:*
- 1.2.1.1 Words noting the singular shall include the plural and vice versa.

- 1.2.1.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
- 1.2.1.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently enforce at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution therefore.
- 1.2.1.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.
- 1.2.1.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.

## 2. **Term**

- 2.1 The term of this Memorandum shall be five (5) years commencing 1 July 2018 and expiring on the 30 June 2023, unless otherwise agreed or extended by the Member Councils in writing.
- 2.2 The term shall be reviewed by the Member Councils not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.

## 3. **Negotiate In Good Faith**

The Member Councils agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.

## 4. **The Member Councils Obligations**

The Member Councils agree that each of them shall have the following obligations in respect of **Roe Regional Environmental Health Services Scheme**;

### 4.1 **Host Council**

On behalf of the Other Member Councils, the Host Council agrees;

#### 4.1.1 **Administration**

- 4.1.1.1 to administer the Scheme in accordance with this Memorandum and the Operating Guidelines; and
- 4.1.1.2 to be accountable to the Other Member Councils in a manner determined for the administration of the Scheme and the facilitation of the Scheme;

#### 4.1.2 **Membership of the Committee**

- 4.1.2.1 to appoint the Chief Executive Officer or delegated officer to the Committee;
- 4.1.2.2 to appoint a proxy for each of the representatives in Clause 4.1.2.1.
- 4.1.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;
- 4.1.2.4 to delegate such powers to the Chief Executive Officer of the Host Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines;

#### 4.1.3 **Finances**

- 4.1.3.1 to administer and account to the Other Member Councils in accordance with the method set out in the ~~Cost~~-Visitation Schedule for the Scheme Costs and the Administration Costs and to issue to the Other Member Councils on a quarterly basis a tax invoice specifying the amount of the Scheme Costs and Administration Costs that each of the Other Member Councils are responsible for during that Billing Period. An adjustment will be made in the following July invoice to reflect the actual expenditure for the previous year.
- 4.1.3.2 to prepare with the assistance from the Other Member Councils, in accordance with this Memorandum, the budgets for the Scheme; and
- 4.1.3.3 to meet all auditing requirements for all monies received and paid for in relation to the Network;

#### 4.1.4 **Environmental Health Officers**

- 4.1.4.1 to enter into, on behalf of the Other Member Councils, an enterprise agreement (“EA”) or other employment or contractual arrangements with the Environmental Health Officers on terms and conditions that the Host Council determines appropriate;
- 4.1.4.2 to instruct the Environmental Health Officers in accordance with directions given to it by the Committee (if any);
- 4.1.4.3 to provide the Environmental Health Officers with office facilities, office equipment and resources, (including but not limited to stationery, postage resources, and telephone facsimile and photocopying facilities) and any other

administrative assistance or resources required to be provided to enable the Environmental Health Officers to effectively carry out their duties;

4.1.4.4 to nominate a representative (which at the commencement of the Memorandum shall be the Chief Executive Officer) to;

(a) liaise with the Environmental Health Officers in relation to the terms, conditions and operation of the Scheme; and

(b) supervise the conduct of and compliance of Environmental Health Officers Administrator with the EA;

4.1.4.5 not to terminate the Environmental Health Officers without the approval of the Other Member Councils. For the purposes of this clause, "approval" means the written approval of a majority of the Other Member Councils received after a request has been made by the Host Council to the Other Member Councils requesting their vote;

## 4.2 The Other Member Councils

The Other Member Councils agree;

### 4.2.1 Finance

to pay to the Host Council within fourteen (14) days of having received a tax invoice the amount specified in the tax invoice (GST inclusive) given during each Billing Period in accordance with Clause 4.1.3.1 for its share of the Scheme Costs and the Administration Costs.

### 4.2.2 Membership of the Committee

4.2.2.1 to appoint the Chief Executive Officer or delegated officer and to the Committee;

4.2.2.2 to appoint a proxy for each of the representatives in Clause 4.2.2.1;

4.2.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;

4.2.2.4 to delegate such powers to the Chief Executive Officer of the relevant Member Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines.

#### 4.3 All Member Councils

The Member Councils agree:

##### 4.3.1 Reporting

To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of the Scheme.

#### 5. Scheme Committee

5.1 The Member Councils agree to establish a Committee for the purposes specified below.

5.2 The Committee representatives shall meet at the times and places determined by the Committee (but in any case at least quarterly) for the purposes of;

5.2.1 considering the strategic direction of the Scheme;

5.2.2 considering any major policy issues in relation to the Scheme; and

5.2.3 reviewing, discussing and preparing budgets for the Scheme.

5.3 Each Member Council representative on the Committee shall be responsible for exercising their delegated authority and for the reporting back to their respective Council upon the exercise of those powers.

5.4 In the event of a conflict arising between the representatives of the Committee or if the Committee is divided in its votes on a decision required to be made by it, then the Committee will be required to report to their respective Councils for their determination.

5.5 The Member Councils agree that their respective Chief Executive Officer shall have delegated to them the necessary powers to make such decisions on behalf of the respective Member Council with respect to the Scheme.

5.6 The Committee shall at its first meeting (and annually thereafter) appoint amongst the representatives a Chairperson who shall hold office for a term of one (1) year but is eligible for reappointment for a further term, unless he/she resigns in which case the Committee shall appoint a new Chairperson to chair the meetings.

5.7 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

#### 6. Operational Guidelines

6.1 Upon execution of this Memorandum, the Chief Executive Officer or delegate of each of the Member Councils shall prepare and implement Operational



Guidelines which the Chief Executive Officers or delegates shall be capable of amending from time to time as the Chief Executive Officers or delegates see fit.

- 6.2 Notwithstanding the provisions of this Memorandum, the Member Councils agree that the Operational Guidelines shall be the operative document that facilitates the operational management of the Scheme.
- 6.3 The Member Councils shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the network in accordance with the Operational Guidelines.
- 6.4 The Councils agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

## 7. Variation

The Member Councils agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by **all** the Member Councils.

## 8. Withdrawal

- 8.1 If a Member Council of **Roe Regional Environmental Health Services Scheme** wishes to no longer participate, that Council may upon giving twelve (12) months written notice (the "Notice Period") to the other Member Councils withdraw from this Memorandum and the Network in which event that Council, as at and from the expiration of the Notice Period, shall no longer be a part of this Memorandum or the Scheme.
- 8.2 Notwithstanding withdrawing from the Network that Council shall still be liable for its contribution to all costs as per the Cost Schedule for the duration of the Notice Period.

## 9. Additional Members

- 9.1 If another council wish to join the Scheme, subject to the unanimous agreement of the Member Councils, that council may join in this Memorandum and the Scheme, provided that the council agrees;
  - 9.1.1 to be bound by the terms and conditions of this Memorandum;
  - 9.1.2 to contribute a share of the initial Scheme Costs and Administration Costs, with the contribution and use thereof to be determined by the Member Councils.

## 10. No Partnership

This Memorandum does not create or evidence a partnership between the Member Councils.

## 11. Acknowledgement

The Member Councils acknowledge and agree that each of the Member Councils may in its own right engage the other Member Council staff for their services, however any agreed costs incurred by the Council in doing so shall be borne solely by the respective Council.

## 12. Winding Up

12.1 Subject to the Member Councils extending or otherwise entering into a new agreement, at the expiration of this Memorandum, each of the participating Member Councils at that time shall be provided with the following:

12.1.1 a readable copy of all records (hard copy or otherwise), in an appropriate format, associated with the Scheme; and

12.1.2 a share of the proceeds in accordance with the percentages specified in the Cost Schedule upon the realisation of any of the assets forming part of the Scheme (as opposed to those owned by the individual Councils) after the payment of all liabilities (outstanding or contingent) if any.

12.2 If upon winding up the liabilities (outstanding or contingent) exceed the assets forming part of the Scheme (as opposed to those owned by the individual Councils) each Member Council shall contribute a share towards the payment of the liabilities in accordance with the formula specified in the Cost Schedule.

## 13. Disputes Between Member Councils

13.1 The Member Councils agree to work together in good faith to resolve any matter requiring their direction or resolution.

13.2 In the event of any dispute or difference ('dispute') arising between the Member Councils or any of them at any time as to any matter or thing of whatsoever nature arising under or in connection with this Memorandum of Understanding, then a Member Council may give to the other Member Council/s (as the case may be) notice in writing ('dispute notice') adequately identifying the matters, the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Member Council of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

13.3 At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

13.4 The costs (if any) of arbitration shall be borne equally by the Member Councils involved in the arbitration.

**EXECUTED** as a Memorandum of Understanding

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

## SCHEDULE 1

### ROE REGIONAL ENVIRONMENTAL HEALTH SERVICES SCHEME (ROEHEALTH) OPERATIONAL GUIDELINES

These Operational Guidelines have been prepared in accordance with Clause 6 of the Roe Regional Environmental Health Services Scheme Memorandum of Understanding (MOU). The Scheme will operate under the shortened title of RoeHealth.

#### **Role of the Scheme**

##### Governance

The members of the scheme agree to work together to ensure that the provision of environmental health services are provided in an effective and accountable manner under the statutory authority of each local government.

##### Services Schedule

The following Environmental Health Services will be provided by (but not limited to) the Scheme:

- General health application enquiries;
- Caravan Park and Camping Grounds Compliance and Licensing;
- Effluent disposal applications;
- Food Premises inspections, enforcement and general enquiries;
- Hairdressing premises compliance;
- Liquor licencing compliance in relation to environmental health requirements;
- Investigation of notifiable diseases;
- Pest Control licencing and enforcement;
- Public building inspections and enforcement;
- Tobacco products compliance;
- Unauthorised discharge issues;
- Waste management coordination;
- Wastewater reuse scheme compliance;
- Water Sampling;
- Compliance and enforcement of Health Act 1911 and subsidiary legislation;
- Training of administrative staff in Environmental Health administration; and
- Any other services broadly consistent with Environmental Health Services.

### Visitation Schedule

The following service schedule is agreed by the scheme members as a general principle but may be varied from time to time:

Local Government	Percentage of Scheme Time/Costs	Equivalent Days Per Fortnight
Shire of Corrigin	16.66%	2
Shire of Kulin	16.66%	2
Shire of Kondinin	25%	3
Shire of Lake Grace	25%	3
Shire of Narembeen	16.66%	2

Scheme members agree that in the interests of effectiveness, some services may be provided remotely or that the EHOs may provide services to other scheme members during the normal round of visits to local governments so long as generally each local government receives their equivalent share of services each year.

### Scheme equipment and resources

Scheme costs include the purchase and replacement of motor vehicles. In the event of winding up, the value of any motor vehicles will be distributed in accordance with the Clause 12 of the MOU.

### **Role of the EHO**

#### Service Delivery

The Scheme Environmental Health Officers will endeavour to provide environmental health services in a fair and equitable manner in accordance with the general principle of the Visitation Schedule.

#### Record Keeping

Environmental Health Officers will ensure that appropriate records are created and maintained and are made available to the relevant local government for retention in their records management system.

### **Role of Member Councils**

#### Flexibility in visitation

Member Councils agree to be flexible in their expectation of visitation and the method of service delivery so long as generally each local government receives their equivalent share of services each year.

#### Office space

Member Councils agree to provide an appropriate workstation and office space for Environmental Health Officers whilst visiting their local government.

#### Access to ITC networks

Member Councils will provide reasonable access for Environmental Health Officers to ITC networks and the internet.

Record keeping

Member Councils will establish appropriate records management systems for environmental health related records.

Administrative support

Member Councils agree to provide reasonable administrative support to Environmental Health Officers in the conduct of their normal duties.

Nominated Liaison person

Each Member Council will nominate a Staff Member to be the contact person for their local government to liaise with Environmental Health Officers to ensure regular two way communication, continuity of service and expectations.

Role of the Member Council CEO

The CEO of each Member Council agrees to take an active interest in the Scheme and the services provided by the Environmental Health Officers to ensure that:

- a. The services provided are within the scope and expectation of each Council;
- b. The local government is represented at all Scheme Committee Meetings; and
- c. The role of the Environmental Health Officers is appropriately supported.

**Role of the Host Council**

Financial records & reporting

The Host Council will ensure that appropriate financial records are kept for all Scheme income and expenditure and financial reports are presented at the end of each quarter to Member Councils.

HR management

The Host Council will apply contemporary human resource management practices to the employment and management of employees providing services to the Scheme.

Record keeping

The Host Council is responsible for creating and maintaining records in relation to the administration, financial management and human resources management of the Scheme.

# GENERAL COMPLIANCE CHECKLIST – OCTOBER 2018

Class	Task	Date	Frequency	Detail	Yes/No
Governance	Electors Meeting	1/10/2018	Annual	Annual Electors Meeting to be held within 56 days of acceptance of the Annual Report by Council.	Due for 19 December meeting
Governance	Annual Financial Report and Audit Report	1/10/2018	Annual	Send Audit Report to Department of Local Government within 30 days of receiving Audit Report. Place copy of Annual Financial Report and Audit report & Annual report on the Council Website	Not completed  Not completed
Governance	Code of Conduct	1/10/2018	Biennial	Code of conduct to be observed by Councillors, committee members and employees. The code is required to be reviewed within 12 months after each ordinary elections day	Nov 2018 Meeting
Governance	Date Stamps	1/10/2018	Annual	Check all date stamps to ensure they cover the next year. Order new stamps as required.	Yes completed
Governance	Delegations Review	1/10/2018	Annual	Annual review of delegations (by Council to Committees & CEO and by CEO to Staff) required. Note exclusions (LGA s5.43) and absolute majority (LGA s5.42)	Completed June 2018
Governance	Delegations Review - Purchasing	1/10/2018	Annual	Authorised Officers Purchasing Delegations - review listing and level of delegation	Completed June 2018
Governance	Council Committees Review	1/07/2018	Biennial	Review terms of reference and committee composition established biennially after new elections -- and reviewed each November for changes	Nov 2018 Meeting
Governance	Elections	1/10/2018	Biennial	Advise President of responsibility to report misconduct and corruption to CCC	N/A – no election
Governance	Elections	1/10/2018	Biennial	Take photo of new Council	N/A – no election
Governance	Elections		Biennial	Last day for returning officer to give state-wide notice of the election (19th day)	N/A – no election
Governance	Elections		Biennial	Appointment of Committees, review delegations to committees (add in Camp Kulin portfolio), send election report to Minister, advertise election results, code of conduct	N/A – no election
Governance/SAO	Review Elected Members Induction Manual	30/10/18	Biennial	Ensure Induction Manual is updated with policy, Regs and compliance items	N/A – no election
Governance	Financial Interests declaration	1/10/2018	Biennial	New Councillors to lodge with the CEO a Primary Financial Interests Return within 3 months of appointment/election	N/A – no election
Governance	Election of President	1/09/2018	Biennial	Election of President, Deputy President, Committee Delegates and Council representatives following the election	N/A – no election



# GENERAL COMPLIANCE CHECKLIST – OCTOBER 2018

Governance/SAO	Gifts Register - reminder	30/10/18	Twice yearly	Send reminder to staff and members to Update Gifts register with new entries, includes election gifts and notifiable gifts 10 days after knowledge of receiving. (Oct April)	Yes completed Nov 15
Governance/SAO	Complete and Bind Minutes for Previous Year	30/10/18	Biannual	Bind Minutes as required	Not required
Governance/SAO	Elected Members Training	30/11/18	Biannual	Investigate and organise training as required	Ongoing
Bushfire Governance	Annual Fire Training Day	1/11/2018	Annual	Conduct Fire training day	No – not this year
Bushfire Governance	Update Contact Lists	1/11/2018	Annual	Update contact lists and review DFES, CFO and LEMC information for summer season	Completed October 2018
Bushfire Governance	Bushfire Training - Walkthrough	1/11/2018	Annual	Desktop training of staff in Harvest Ban, txt msg alerts, standpipe on/off, emergency calls, Fire reports, and updated brigade & FCO changes	Yes planned for Nov 28 <sup>th</sup>
Bushfire Governance	Bushfire Firebreak Inspection	1/10/2018	Annual	Arrange for firebreaks inspection after 31 October	Completed Nov 2018
Bushfire Governance	Bushfire Firebreaks	1/10/2018	Annual	Remind property owners fire breaks required to be installed and maintained through 15 March	Yes completed
DCEO/SAO	Office Closure over Xmas	31/10/2018	Annual	October Agenda Item - Advertise on Website	Nov 2018
DCEO/CSO	Dog License Renewals due	31/10/2018	Annual	Licenses expire 31 October - reminders early in month for known late payers	Yes renewals issued
DCEO	Update Creditors details	31/01/18	Quarterly	via Finance Officer - list and analyse suppliers details to detect duplicates. Cull inactive accounts	Completed
DCEO	Broadcasting/Retransmission Apparatus Licence	31/10/18	Annual	Check TV licence has been paid (expires 09/11/2018)	Completed
Finance	Rates Outstanding 3 years	1/10/2018	Annual	Commence process for property sale for 3 years outstanding rates	Review completed – nil for sale but some collection action likely
SFO	DrumMuster - Monthly Forms	1/10/2018	Monthly	Send in DrumMuster Forms on a monthly basis	Completed
SFO	Key to Kulin reimbursement		Quarterly		Yes 22 Nov
SFO	Water Usage Charges	Monthly	Monthly	Review Non local water users - and issue invoices for Water Standpipe Consumption	On hold until decision on Standpipes
WM	Cape Tulip Oct	1/10/2018	Annual	Check and spray as required	Completed
WM	Stinkweed Sept – Oct – Airstrip	1/10/2018	Annual	Check and spray as required	Completed

# GENERAL COMPLIANCE CHECKLIST – OCTOBER 2018

WM	Put up/take down truck entering signs at harvest	Nov & Jan		Lake Grace Road	Sign Up 1 Nov 2018
SAO/WM	Spraying of Council buildings	31/03/2019	Bi annual	FRC, Pool, Pingaring Golf Club, Emergency Services Building, Shire Office, Medical Centre, Kulin Depot	Yes underway Proteck
WM/DCEO	WALGA Roads Return to be Completed	31/08/2018	Annual	WALGA roads asset expenditure report to be completed by end of October	No – still being completed
WM/TO	Road Construction & Maintenance Review	01/10/18	Monthly	Review previous month road construction and maintenance - complete recoups, MRD line marking requests, MRD Form 8 etc. as required - Advise DCEO of invoices required for MRD and private works recovery - complete report to CEO/Council	Yes completed
WM/TO	Christmas decorations erection	1/12/2018	Annual	Check in with Red	No – Santa not coming this year
WM/Oval Mtce	Waste Water Recycling Scheme water samples		Monthly	Start-up test, beginning of month tests (no more than 4 weeks apart), keep record of residual chlorine and PH on Form	Commenced - Ambrose now trained to do this task – not EHO.
TO	Airconditioner filters	1/10/2018	6 months	Clean filters in airconditioner	Not completed
CRC	Servicing of Bush Fire Radio's	1/10/2018	Annual	Contact BFCO's with radio's to see if all in working order	Yes Completed
CRC	Advertise Australia Day Awards locally	Update	Annual	Advertise Australia Day Awards in Update	Yes completed
CRC	Shire Audit Report to DRD for CRC Expenditure	1/10/2018	Annual	Submit Shire annual audit report on CRC expenditure and include Certificate of Currency	DCEO to finalise
CRC	Quarterly Stats to DRD	1/10/2018	Quarterly	Submit quarterly statistics to Dept. Regional Development	N/A under contract
CRC	Updating of Town Notice Board/Website		Weekly		Completed
CDO	Kulin CCC Management Committee	1/10/2018	Annual	Positions to be advertised	Yes in Update
FRC	Camp Hart – summary from FRC Bowls Night	1/10/2018	Annual	DCEO to allocate to Trust	DCEO to complete
FRC	Monthly Stock on Hand		Monthly	Report to DCEO	Completed
SPM	Aquatic facility operations manual	1/10/2018	Annual	Annual review of operations manual required before opening	Yes completed
SPM	Pre-Season Pool Start-up	1/10/2018	Annual	Breathing apparatus and oxy-viva tests done. Renew training e.g. lifeguard qualification; dangerous goods handling	Completed
SPM	Swimming Pool Water Sampling		Oct>Apr	due once a month in opening season	Commenced Nov