

AGENDA



SHIRE OF MORAWA 17th April

Councillors and Senior Staff are reminded that the next Ordinary Meeting of the Morawa Shire Council will be held in the Morawa Shire Chambers, Winfield Street, Morawa on Thursday 17th April 2014

Presentation by TPG

12pm

Council Meeting

1pm



Sean Fletcher
Chief Executive Officer
Date: 11th April 2014



17th April 2014

AGENDA INDEX

1. **Declaration of Opening**
 - 1.1 Recording of those present
 - 1.2 Apologies
 - 1.3 Approved leave of absence
 - 1.4 Welcoming of visitors to the meeting
 - 1.5 Announcements by the presiding member without discussion
2. **Public Question Time**
 - 2.1 Response to previous public questions taken on notice
 - 2.2 Public question time
3. **Declarations of Interest**
4. **Confirmation of Minutes of Previous Meetings**
 - 4.1 Confirmation of Minutes 20th March 2014 – Ordinary Council Meeting
 - 4.2 Confirmation of minutes 20th March 2014 – Annual Electors Meeting
5. **Public Statements, Petitions, Presentations and Approved Deputations**
6. **Method of Dealing with Agenda Business**
7. **Reports**
 - 7.1 Reports from committees**
 - 7.1.1 Morawa Community Aged Care Committee Report
 - 7.1.1a Attachment to Above Report
 - 7.2 Reports from the Chief Executive Officer
 - 7.2.1 Status Report
 - 7.2.1a Status Report Attachment
 - 7.2.2 Manager Finance and Accounting**
 - 7.2.2.1 Accounts Due for Payment March 2014
 - 7.2.2.1a List of Creditors March 2014 (Attachment)
 - 7.2.2.2 Reconciliations March 2014
 - 7.2.2.3 Monthly Financial Statements March 2014
 - 7.2.2.4 Outstanding Rate Debtors 31 March, 2014
 - 7.2.2.5 Outstanding Debtors
 - 7.2.3 Community Youth Development Officer**
 - 7.2.3.1 Nil
 - 7.2.4 Project Officer**
 - 7.2.4.1 Proposed Amendment No. 3 to Local Planning Scheme No. 2 (Omnibus Scheme Amendment)
 - 7.2.4.1a Attachment to Above Report
 - 7.2.4.1b Attachment to Above Report
 - 7.2.4.2 Proposed Draft Local Planning Policy Morawa Town Centre Urban Design Guidelines
 - 7.2.4.2a Attachment to Above Report
 - 7.2.5 Deputy Chief Executive Officer**
 - 7.2.5.1 Agreement to Perform Works Level Crossing upgrade Brookfield Rail -Shire of Morawa

7.2.5.1 Attachment to Above Report
7.2.5.2 Western Australian Treasury Corporation
(WATC) Execution of Master Lending Agreement

7.2.5.2 Attachment to Above Report

7.2.6 Chief Executive Officer - Other

7.2.6.1 Strategic Plan Update and Progress report

7.2.6.4 Correspondence

7.2.6.5 Information Bulletin

8. New Business of an Urgent Nature

9. Applications for Leave of Absence

10. Motions of Which Previous Notice Has Been Given

11. Questions from Members without Notice

12. Meeting Closed to Public

12.1 Matters for which the meeting may be closed

12.2 Public reading of resolutions that may be made public

13. Closure

Next Meeting

Ordinary Meeting 15th May,2014

DISCLAIMER

INFORMATION FOR PUBLIC ATTENDING COUNCIL MEETINGS

PLEASE NOTE:

THE RECOMMENDATIONS CONTAINED IN THIS AGENDA ARE OFFICERS RECOMMENDATIONS ONLY AND SHOULD NOT BE ACTED UPON UNTIL COUNCIL HAS RESOLVED TO ADOPT THOSE RECOMMENDATIONS.

THE RESOLUTIONS OF COUNCIL SHOULD BE CONFIRMED BY PERUSING THE MINUTES OF THE COUNCIL MEETING AT WHICH THESE RECOMMENDATIONS WERE CONSIDERED.

MEMBERS OF THE PUBLIC SHOULD ALSO NOTE THAT THEY ACT AT THEIR OWN RISK IF THEY ENACT ANY RESOLUTION PRIOR TO RECEIVING AN OFFICIAL WRITTEN NOTIFICATION OF COUNCILS DECISION.

**Sean Fletcher
CHIEF EXECUTIVE OFFICER**

COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee to examine subjects and then report to Council.
3. Generally all meetings are open to the public, however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant** or **in common with a significant number of electors** or **ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Chairman of meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, ie seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration. The Agenda closes the Monday week prior to the Council Meeting (ie ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Morawa Shire offices seventy two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda.
9. Public Question Time – Statutory Provisions – Local Government Act 1995.
 1. Time is to be allocated for questions to be raised by members of the public and responded to at:
 - (a) Every ordinary meeting of a council; and
 - (b) Such other meetings of councils or committees as may be prescribed

Procedures and the minimum time to be allocated for the asking of and responding to questions raised by members of the public at council or committee meetings are to be in accordance with regulations.

9A. Question Time for the Public at Certain Meeting - s5.24 (1) (b)

Local Government (Administration) Regulations 1996

- Reg 5 For the purpose of section 5.24(1)(b), the meetings at which time is to be allocated for questions to be raised by members of the public and responded to are:
- (a) every special meeting of a council; and
 - (b) every meeting of a committee to which the local government has delegated a power or duty.

Minimum Question Time for the Public – s5.24 (2)

- Reg 6 (1) The minimum time to be allocated for the asking of and responding to questions raised by members of the public at ordinary meetings of councils and meetings referred to in regulation 5 is fifteen (15) minutes.
- (2) Once all the questions raised by members of the public have been asked and responded to at a meeting referred to in sub regulation (1), nothing in these regulations prevents the unused part of the minimum question time period from being used for other matters.

Procedures for Question Time for the Public – s5.24 (2)

Local Government (Administration) Regulations 1996

- Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:
- (a) by the person presiding at the meeting; or
- (b) in the case where the majority of members of the council or committee present at the meeting disagree with the person presiding, by the majority of members,
- having regard to the requirements of sub regulations (2) and (3).
- (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by the council or the committee, as the case may be.
- (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask the question and receive a response.
- (4) Nothing in sub regulation (3) requires:
- (a) A council to answer a question that does not relate to a matter affecting the local government;
- (b) A council at a special meeting to answer a question that does not relate to the purpose of the meeting; or
- (c) A committee to answer a question that does not relate to a function of the committee.

10. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Morawa Shire Offices within ten (10) working days after the Meeting.

SHIRE OF MORAWA
REQUEST FOR WORKS AND SERVICES

REPORT ON REQUESTS FOR WORKS AND SERVICES REQUIRING
ATTENTION BY THE CHIEF EXECUTIVE OFFICER OR DELEGATED TO
OTHER STAFF BY THE CHIEF EXECUTIVE OFFICER FOR ACTION.

To the Chief Executive Officer,
I submit the following for consideration at the _____ meeting held

On _____ Council
Date

Chief Executive Officer

Received Date

Filed On: _____
Date

Item No:	Subject Matter	CEO Action
1.		
2.		
3.		
4.		
5.		
6.		

Councillors Name/Signature _____

Date: _____

OFFICE USE ONLY	TICK
1. Given to Chief Executive Officer	
2. Placed on Status/Information Report	
3. Action Recorded on Report	

**DECLARATION OF
FINANCIAL INTEREST FORM**

TO: THE CHIEF EXECUTIVE OFFICER

AS REQUIRED BY SECTION 5.65 OF THE LOCAL GOVERNMENT ACT 1995,

I HEREBY DISCLOSE MY INTEREST IN THE FOLLOWING MATTERS OF

THE AGENDA PAPERS FOR THE COUNCIL MEETING DATED _____

AGENDA ITEM No.	SUBJECT	NATURE OF INTEREST	MINUTE No.

DISCLOSING PERSON'S NAME: _____

SIGNATURE: _____ DATE: _____

NOTES:

1. For the purpose of the financial interest provisions you will be treated as having a financial interest in a matter if either you, or a person with whom you are closely associated, have a Direct or indirect financial interest or a proximity interest in the matter.
NB: it is important to note that under the Act you are deemed to have a financial interest in a matter if a person with you are closely associated has financial interest or proximity interest. It is not necessary that there be a financial effect on you.
2. This notice must be given to the Chief Executive Officer prior to the meeting.
3. It is the responsibility of the individual Councillor or Committee Member to disclose a Financial interest. If in doubt, seek appropriate advice.
4. A person who has disclosed an interest must not preside at the part of the meeting relating to The matter, or participate in, be present during any discussion or decision-making procedure relating to the matter unless allowed to do so under Section 5.68 or 5.69 of the Local Government Act 1995.

OFFICE USE ONLY:

1. PARTICULARS OF DECLARATION GIVEN TO MEETING
2. PARTICULARS RECORDED IN MINUTES
3. PARTICULARS RECORDED IN REGISTER.

CHIEF EXECUTIVE OFFICER _____ DATED _____

1 Declaration of Opening

The Shire President to declare that the meeting open at 13.00pm

1.1 Recording of Those Present

Cr K J Chappel	President
Cr D S Carslake	Deputy President
Cr D B Collins	
Cr D J Coaker	
Cr D S Agar	
Cr M J Thornton	
Cr K P Stokes	
Mr S Fletcher	Chief Executive Officer
Mr D Williams	Deputy Chief Executive Office
Mr P Buist	Principal Works Manager
Ms W Gledhill	Manager of Accounting and Finance

1.2 Recording of Apologies

1.3 Recording Leave of Absence Previously Approved

1.4 Welcoming of Visitors to the Meeting

1.5 Announcements by the Presiding Member without Discussion

2 Public Question Time

2.1 Response to previous public questions taken on notice

2.2 Public question time

3 Declaration of Interest

Members are to declare financial, proximity and indirect interests.

4 Confirmation of Minutes of Previous Meeting

4.1 Confirmation of Minutes

20th March – Ordinary Council Meeting

5 Public Statements, Petitions, Presentations and Approved Deputations

6 Method of Dealing with Agenda Business

7 Reports

7.1 Reports from Committees

Nil

7.2 Reports from the Chief Executive Officer

<i>Date of Meeting:</i>	17 April 2014
<i>Item No:</i>	7.1.1
<i>Subject:</i>	Morawa Community Aged Care Committee Report
<i>Date & Author:</i>	7 April 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	Council Briefing Session 8 April 2014

SUMMARY

The Morawa Community Aged Care Report provides an update on the progress of matters regarding the Committee.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Shire of Morawa April 2014 Status Report.

BACKGROUND INFORMATION

The Morawa Community Aged Care Committee met for the first time on 18 March 2014. In particular, the Committee:

- Reviewed its terms of reference;
- Workshopped key actions for the next six to 12 months; and
- Set its meeting dates for 2014 i.e. to meet every third Tuesday of each month.

OFFICER'S COMMENT

Provided for Council's information is the Committee's action matrix which is attached. In summary the key steps or work of the Committee includes:

Component	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Establish Committee • Appointment • 1 st Meeting								
Compliance Framework: • Support materials • Develop policies								
Develop Service Delivery Plan (Fees & charges, risk management, LTFFP)								
Handover of units: • Joint Venture • Other								
Implement property management								
Resolve other matters e.g. stakeholder access								
Implement engagement process: • Community, Unit users								

Legend

Completed	Projected
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Timeline: Key Steps of the Work of the Committee 2014

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Council Briefing Session 8 April 2014.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Not Applicable

STRATEGIC IMPLICATIONS

Not Applicable

RISK MANAGEMENT

Not Applicable

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council accepts the Morawa Community Aged Care Report submitted by the Chief Executive Officer.

Attachment 7.2: Outcomes of Workshop Morawa Community Aged Care Committee Meeting 18 March 2014

Responsibilities	Typical Scope	Outcome and Implementation Process
<p>1. The effective administration and financial management of the Facility including the development and review of appropriate reports</p>	<ul style="list-style-type: none"> The Committee will need to satisfy itself that there is appropriate administrative support and functions in place. Financial reports regarding the management of the Morawa Aged Care Units will need to be available at each ordinary committee meeting. 	<p>Agendas/Minutes</p> <ul style="list-style-type: none"> Performed by the CYDO <p>Financial Reports and Support</p> <ul style="list-style-type: none"> Initially by Shire finance staff; Property management function in future? <p>Auditor</p> <ul style="list-style-type: none"> Shire's auditor (UHY Haines Norton)
<p>2. Determine fees and charges for the use of the Facility, subject to the Council's adoption of the budget</p>	<ul style="list-style-type: none"> Council as part of the budget process must set fees and charges each year for the services and facilities it provides. The Committee will need to recommend what the fees and charges are each year in accordance with Council's requirements and those of the Department of Housing. 	<ul style="list-style-type: none"> All nine (9) units will be under the management of the Shire. Preliminary fees and charges for consideration at the next MCAC meeting (15 April 2014): <ul style="list-style-type: none"> Will need an indication of the current fees for the Joint Venture Units (based on DoH criteria); Will need an indication of fees and charges for Independent Units: <ul style="list-style-type: none"> No means testing; Straight rental arrangements; Lease for Life criteria; What others are doing; Determine level of funding that the Shire of Perenjori is willing to contribute due to links with Morawa Perenjori Health Service; Determine suitability of an "entry" fee as opposed to a bond.
<p>3. Ensure that all fees and charges received associated with the management of the Facility are deposited into the appropriate Shire bank accounts</p>	<p>Depending on the nature of the fees and charges set will determine where the fees and charges raised are deposited:</p> <ul style="list-style-type: none"> For the Joint Venture houses the fees and charges raised would need to go into an appropriate reserve for ongoing maintenance and repairs according to Department of Housing guidelines; For the units developed by the Shire, the income would be 	<p>Department of Housing</p> <ul style="list-style-type: none"> CEO to commence follow-up with Trevor Gregory regarding the transfer arrangements for the Joint Venture units: <ul style="list-style-type: none"> Review of agreements; Works to be undertaken by Department of Housing before handover;

	<p>deposited subject to how those units are used:</p> <ul style="list-style-type: none"> ○ Normal lease/rent into the municipal account; ○ Lease for Life into an appropriate account/trust. 	<ul style="list-style-type: none"> ○ Establishment of appropriate accounts. <p>Morawa Aged Care Units (MACU)</p> <ul style="list-style-type: none"> • CEO to meet with Brian and Betty Ross to commence handover process: <ul style="list-style-type: none"> ○ Brief the Ross's on proposal: <ul style="list-style-type: none"> ▪ Determine existing arrangements and processes; ▪ Review financial arrangements and purposing of MACU funds. ○ Shire staff to become familiar with processes.
<p>4. Noting or authorising relevant capital works, maintenance and repairs within budgetary constraints</p>	<ul style="list-style-type: none"> • All capital works, maintenance and repairs must not exceed the budget set and approved by Council for the Aged Housing sub-program area. • There are a range of maintenance and repair matters that are operational in nature and thus will occur at staff level. An inventory of repairs and costs incurred would be monitored by the Committee. • In some cases the Committee may be asked by Shire staff to prioritise certain expenditure through the reallocation of costs to cover a key expense providing it does not exceed the budget for the Aged Housing sub-program area; • If further funding is required then this must be submitted to Council for consideration. 	<p>Startup Funds</p> <ul style="list-style-type: none"> • Will need to determine the level of startup funds (MACU Funds); • Whole of life costs will need to be considered. <p>Maintenance</p> <ul style="list-style-type: none"> • It would be prudent to have a maintenance contract in place; • CEO will need to seek a service provider; • Committee will need to review requirements closely for first 12 months. <p>Property Manager</p> <ul style="list-style-type: none"> • For 9 units, 0.4 FTE is required with appropriate skills, knowledge (Ratio is normally 1 FTE to 20-24 units/properties)
<p>5. Reviewing the needs of the occupants:</p> <p>a. Internally through ongoing involvement of the users in the development and use of the Facility;</p> <p>b. Externally through encouraging public interest, participation and involvement in the development and use of the Facility.</p>	<p>As part of any good service delivery model, there is the need to review the needs of the occupants on a regular basis. This would involve consultation with the users or potential users and seeking input from them regarding the suitability of the aged units as a facility</p>	<p>Engagement Process</p> <ul style="list-style-type: none"> • Tenant meetings; • Newsletter; • Update to the community at large.

<p>6. Ensuring compliance with community housing requirements and legislation</p>	<p>This is a key governance requirement that includes ensuring that there is compliance with the appropriate legislation concerning those units that were built or maintained with assistance from the Department of Housing i.e. the Joint Venture Housing units. The range of applicable legislation/policies includes:</p> <ul style="list-style-type: none"> • Community Housing Allocations Policy; • Community Housing Income and Asset Limits Policy; • Community Housing Registration Policy; • Community Housing Rent Setting Policy 	<p>Support Materials</p> <ul style="list-style-type: none"> • CEO to develop reference manual or package of information regarding requirements: <ul style="list-style-type: none"> ○ DoH requirements; ○ What other local governments are doing; ○ Other information. • Committee to develop appropriate policies based on this information: <ul style="list-style-type: none"> ○ Waiting lists and sensitivities handled by staff.
<p>7. Development of Council policies for the successful management of the Facility which are consistent with the directions and instructions of Council</p>	<p>The Committee may need Council to adopt policies from time to time that will assist both the Committee and support staff</p>	<p>Self explanatory</p>
<p>8. Where appropriate, make recommendations to Council on the needs and requirements of the level of service required regarding the Aged units including major repairs and/or upgrades or the provision of additional services</p>	<p>The committee will need to make recommendations from time to time to Council on the incurring of major costs. This may include:</p> <ul style="list-style-type: none"> • Major repairs e.g. replacement of damaged key plant, fittings and equipment; • Major Upgrades e.g. the construction of additional units or other rooms/facilities, the purchase of plant, fittings and equipment; • The need to provide additional services e.g. those other than aged accommodation but compliment the needs of the units users 	<p>Budget Submissions</p> <ul style="list-style-type: none"> • The Committee will need to submit these requirements to Council based in part on Item 10 or changing circumstances.
<p>9. Minimising the Shire’s public liability risk exposure</p>	<p>Incumbent on the Shire is the need to ensure that the risk to the public that enters the Facility is minimised</p>	<p>Insurance Schedules CEO to review requirements with Local Government Insurance Services</p>
<p>10. Maximising the sustainable use of the Facility: a. Develop and review a Facility service delivery plan and risk management plan; b. Develop and review the long term financial plan and budget each year for Council’s consideration.</p>	<p>As the aged units are a key service to the community, the Committee will need to develop appropriate informing strategies that feed into the Shire’s Strategic Community Plan and the Corporate Business Plan including:</p> <ul style="list-style-type: none"> • Service delivery plan (strategic/action plan); • Risk management plan; and • A long term financial plan and budgets 	<p>Business & Governance Planning Process</p> <ul style="list-style-type: none"> • The Committee will need to workshop these requirements; • WACHS will be a key stakeholder: <ul style="list-style-type: none"> ○ Recognition on progression of use; ○ Care and cooperation by hospital to residents. • Look into additional units on (old) hospital land; • Feasibility of private “lifestyle village”.

		<p>Implementation Timeframe</p> <ul style="list-style-type: none"> • Six months: Management of Facility • 12 months: All Key Requirements In Place
<p>11. Other Issues</p>	<p>Other Matters Raised 18 March 2018</p>	<p>Fencing and Access to Hospital</p> <ul style="list-style-type: none"> • Fencing will be required to at least the back of the carport to help with intrusive lighting; • Important to ensure that there remains ease of access to the hospital for residents. <p>Lawn Area</p> <ul style="list-style-type: none"> • Responsibility belongs to the Hospital

Matrix: Morawa Community Aged Care Committee Key Issues

<i>Date of Meeting:</i>	17 April 2014
<i>Item No:</i>	7.2.1
<i>Subject:</i>	Status Report
<i>Date & Author:</i>	7 April 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	20 March 2014 (Last Update to Council)

SUMMARY

The Status Report provides an update on the progress of matters that have come before Council where a decision was made.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Shire of Morawa April 2014 Status Report.

BACKGROUND INFORMATION

The Status Report provides an update on the progress of matters that have come before Council where a decision was made.

OFFICER'S COMMENT

As per the Status Report

COMMUNITY CONSULTATION

As per the Status Report

COUNCILLOR CONSULTATION

As per the Status Report

STATUTORY ENVIRONMENT

Shire of Morawa Meeting Procedures Local Law 2012 (Standing Orders).

The author stated in the November 2013 Status Report that the Status Report is not listed in the Standing Orders. In the December update to Council, the author advised this report was moved from Section 5 of the Agenda and located within Section 7.2 which is for reports from the Chief Executive Officer as per the Standing Orders. In due course, the Status Report will be moved to the Information Bulletin.

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Not Applicable

STRATEGIC IMPLICATIONS

Not Applicable

RISK MANAGEMENT

Not Applicable

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council accepts the Shire of Morawa April 2014 Status Report submitted by the Chief Executive Officer.

MEETING	ITEM	ACTION REQUIRED	RESPONSE	OFFICER	TIME FRAME
Jun-06	10.20	Consider community options for use of existing Morawa Hospital.	<ul style="list-style-type: none"> Hospital has been transferred to the Shire under an interim deed of arrangement through the Dept of Health until permanent transference has been completed via resolution of an outstanding native title matter. Morawa's selection as a Super Town may also offer some opportunities. TPG has suggested that old Hospital could be turned into a modern Backpacker's Hostel to service Morawa and the region. Another option is an over 55's Retirement Village or converting the site into a potential camp school for education purposes. An engineering assessment is being coordinated to clarify the condition of the building. A scope of works is currently being prepared follow up requested on 8 May 2013. Engineer was onsite 12-06-2013 report to follow. Still waiting. EHO sent reminder 11 November 2013 re report. The report was received on 26 November 2013. Council advised of its contents at the Briefing Forum on 19 December 2013; CEO and DCEO did a thorough walkthrough of the site on 6 January 2014 re the report; CEO discussed further with Council at the Briefing Forums on 11 February 2014 and March 2014; Council visited the site on 20 March 2014. Initial discussions followed the site visit. It is recommended that a workshop on the matter is held at an appropriate time in the future. 	CEO	Dec-14

Sep-07	General Business	Contact Western Power to clarify an updated maintenance position on silicon coating works on Three Springs to Morawa power lines.	<p>Western Power has deferred any plans to conduct any upgrade works to the Morawa feeder until at least 2014. Minister has advised that new feeder would improve reliability, but unable to justify cost. An alternative option may be to establish a renewable power supply system to service the Morawa community. Draft Ministerial Briefing Note prepared for proposal to establish a solar / thermal power station as a pilot project in Morawa. Meeting held with Hon Mia Davies to seek support and direction for the project. Further meetings coordinated with Western Power and the Department of Regional Development. Council has committed up to \$40,000 to advance planning aspects for the North Midlands Solar Thermal Power Project. CRV tasked to secure equity funding commitment and revenue stream components for project. Design request submitted, together with application fee, to Western Power for preliminary capital costs for project to connect to Grid. Indian Ocean Group has completed Risk Management and Due Diligence components for the project. Site tour at Lake Cargelligo NSW undertaken in October 2011. Shire President & CEO met with Minister for Regional Development, Hon Brendan Grylls in Perth on 24th November 2011. State Govt Super Towns has confirmed funding of \$500k to complete a Feasibility Study for the project. State Govt has confirmed \$3.775 million in LEED funding to CRV for the project. CRV has indicated a preference to progress the project in two stages.</p> <ul style="list-style-type: none"> • A further update on the status of this project has been provided as a report to Council. • Legal advice received and Council advised at the Briefing Forum 19 December 2013 that there is no funding obligation/implication for the Shire of Morawa should it chose to reallocate the \$500,000 feasibility funding for the Solar Thermal project to another key project. • Shire President and CEO met with Paul Rosair (Head of DRD) on 17 February 2014 to discuss the reallocation of the funding for the Solar Thermal feasibility study to another key project. The outcomes of the meeting included a letter from the Shire to include: <ul style="list-style-type: none"> ○ A Council resolution confirming the reallocation of funding; and ○ A copy of the Shire's legal advice regarding the Shire's obligations to CRV in this matter; ○ An update regarding the meeting was provided to Council by the Shire President and the CEO at the February Council meeting on 20 February 2014. • A confidential item (12.1.1.) went to 20 March 2014 Meeting 	CEO	Aug-13
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			<p>meeting regarding the status of the North Midlands Solar Thermal Power Project. As a result, Council resolved to:</p> <ul style="list-style-type: none"> o Suspend the North Midlands Solar Thermal Power Project; o CEO is no longer required to: <ul style="list-style-type: none"> ▪ Develop a business case regarding the NMSTPP. ▪ Develop an agreement between the participants in the NMSTPP about the appropriate legal structure. o Reallocate the \$500,000 awarded to the Shire of Morawa for the North Midlands Solar Thermal Feasibility Study (and any interest earned) to the upgrading of the Morawa Airport in accordance with the Corporate Business Plan 2012-2016 – Project 20, which is a high priority project; o Authorised the Chief Executive Officer to seek the reallocation of the SuperTowns’ funding of \$500,000 from the North Midlands Morawa Solar Feasibility Project to the Upgrade of the Morawa Airport Project; o Released to the Director General of the Department of Regional Development the Shire’s legal advice provided by CS Legal dated 14 November 2014 regarding Solar Thermal Project Advice. <p>The CEO wrote to the Department of Regional Development on 2 April 2014.</p> <ul style="list-style-type: none"> • <u>Note:</u> The Town overhead lines have been upgraded to accommodate the future needs. Also, transformers have been installed on the residential sub-vision (Stage 1) on White Ave to meet future demands and stages 2, 3 and 4. Transformers have also been installed at the Sports Oval to cater for future demand as well. 		
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Mar-08	8.1.2	Sinosteel Midwest Corporation Ltd – Entry Statement Project (Gateway Project)	<ul style="list-style-type: none"> • DPI has offered assistance to ensure that Ministerial Directions in relation to the Rail Siding development are met. Council has agreed to undertake an internal design review to establish suitable on ground structures going forward. CYDO has been commissioned to manage this project with initial community meeting held. Review process will incorporate the main town entry statements and a new northern entry statement along the realigned Mingenew – Morawa Road. Preliminary designs were rejected by Council at September 2010 Meeting. Public tender process initiated to seek alternate design proposals has been suspended. Shire is seeking preliminary design proposals on an array of various concepts for further Council consideration. Visiting artists from Geraldton toured site on 15th March 2011. Preliminary concept designs rejected by Council. Council Working Group established and met to identify a way forward to further the concept design process. Landscape adviser identified and visitation to site occurred on 29th November 2011 with a following submission. TPG have provided a proposal to provide a scoping design role under the Morawa Super Town Project. • Council sub-committee and SMC representative met with principal consultants in Perth on 27th February 2012. Initial design proposal received and on site meeting held on 7th May 2012. Further design received for Council consideration. • Informal discussion held between ACEO and Scott Whitehead (SMC) – June 2013? Topics included: <ul style="list-style-type: none"> ○ Gateway project; ○ Future fund; ○ Radio tower • Options now required to address status of this project: <ul style="list-style-type: none"> ○ CEO (Sean Fletcher) met with Scott Whitehead on 20 December 2013 and had a further meeting with SMC Legal Advisor Stuart Griffiths on 22 January 2014; ○ Discussions highlighted that SMC is willing to allocate \$100,000 to the project or this level of funding to another town based project; ○ Council informed of status at the Briefing Forum on 11 February 2014. • The CEO suggested to Council at the February Council meeting that perhaps it was time to revisit the Gateway Project. Council suggested that this should be done at the Briefing Forum regarding the Old Morawa Hospital. Some preliminary discussion was had on 20 March 2014. 	CEO / CYDO	Dec-13
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Oct-09	8.1.2	Morawa Sports Ground Amenities Upgrade	<ul style="list-style-type: none"> • Official opening held 9 December 2013 with over 85 persons in attendance and three members of parliament including the Minister for Sport. • Council resolved at the November 2013 OCM that further designs and costings were required regarding the roof over the patio area. Four designs were received early March but failed to address the area over the canteen area were returned for correction. Final designs and quotes were received 4 April 2014; • Works regarding the playground are progressing: <ul style="list-style-type: none"> ○ Limestone base completed and sand base compacted; ○ Play equipment, shade sails, soft fall and now to commence 8 April 2014; ○ Paving quotes are pending. • Councillors were given the opportunity on 20 February 2014 to review the Pavilion and discuss suggestions regarding the hanging, display and storing of the sporting clubs honour boards and memorabilia. A discussion with the clubs was held on 26 March 2014 regarding the placement of the honour boards and memorabilia within the Pavilion. • Other works regarding the BBQ will occur shortly: <ul style="list-style-type: none"> ○ Installation for gas or electrical BBQ in the same. Two quotes received are \$7,200 or 7,900 (electrical connection will cost \$4,500 or \$2,700). • The CCTV quotes are pending. Approximate cost is \$8,000; • Other rectifications include: <ul style="list-style-type: none"> ○ Kitchen door window to occur 11 April 2014; ○ Repairs to toilet holders shortly; ○ Correction to sensor in Ladies Toilet by 11 April 2014; ○ Hand basin in Ladies toilet is affected by distance from the hot water system – options under consideration; ○ Airconditioning controllers fixed 7 April 2014. 	CEO	Oct-13
Feb-10	8.2.2	Morawa Perenjori Trail Master Plan	<ul style="list-style-type: none"> • Initiate action to source grant funds to assist with development of Morawa Perenjori Trail Master Plan. R4R grant application lodged with the MWDC has been unsuccessful. Further grant funding options are being pursued. Approval for part funding for the Bush trial project has been received (\$65,000). Further funding for other projects is being sought from Lotteries West. A report was prepared for the August 2013 meeting for Council's consideration. Outcome was to defer project until Council's contribution could be budgeted. • Second application seeking \$65,000 was submitted in February 2013. There has been a delay due to State Elections in 	CEO	Dec-12

			<p>assessment of the application. Notification on the outcome of this application is expected January 2014;</p> <ul style="list-style-type: none"> • Notified 5 March 2014 that the above application was unsuccessful; • The DCEO suggested on 20 March 2014 that perhaps there was an opportunity to combine the approved funding to the Gateway project. 		
Jul-10	8.1.3	Heavy Industrial Land 10781 Stage 2	<ul style="list-style-type: none"> • Commence with heavy industrial land subdivision stage 2 at Lot 10781 Morawa – Yalgoo Road in accordance with Council resolution. Awaiting resolution of future access to ‘Club Road’ which will impact on the final lots to be made available. LandCorp has confirmed its interest and intent to develop the site into a new Industrial Estate for Morawa. Joint stakeholder meeting scheduled for 7th February 2011. One landholder has indicated a preference to returning the block to the Shire and another landholder has expressed an interest in developing the site. The latter has received Council approval to a proposed land development plan, but has not met timeframe requirements as required under contractual agreement. LandCorp land development application also received and adopted as a preferred plan by Council. WAPC currently considering subdivision application. • Stage 1 – Clearing: <ul style="list-style-type: none"> ○ Landcorp Board met in October 2013 regarding the high cost of this project and has approved Stage 1 of a three stage program. (This will include Club Rd, clearing of the access roads and land to the subdivision). Work started 3 March 2014 and is completed; • Stage 2 – Headworks: <ul style="list-style-type: none"> ○ Will be funded by Landcorp. Approval to finalise funding will not occur until November 2014 • Stage 3 – Installation of Roadways: <ul style="list-style-type: none"> ○ Funded by Landcorp with work to be done by Shire. 	DCEO	Dec-12

Jul-10	Urgent Business	Club Road Access	<ul style="list-style-type: none"> • A cost estimate has been received to construct a new thoroughfare to the east of 'Club Road'. WNR has also issued advice offering a 5 year lease to the Shire of Morawa for continued access to 'Club Road'. During the lease term, it is proposed that both parties agree to work together as a means of jointly resolving future access or otherwise to Club Road at the completion of the 5 year term. Club road has now been included as part of the Industrial 7ubdivision process. • Department of Environment and Regulation permits approved end of December 2013. • Landcorp has recommended local contractor to assist with the clearing. This work ties in with Stage 1 of Heavy Industrial Land 	CEO	Dec-13
Dec-10	8.3.4	Karara Mining Ltd Regional Community Trust	<ul style="list-style-type: none"> • Enter into discussions and negotiate a Regional Community Trust for Morawa, Perenjori, Three Springs and Mingenew with Karara Mining Ltd. • No action at this time due to Karara's status 	CEO	Feb-13
Jun-11	8.2.1	Climate Change Risk Assessment & Adaptation Action Plan	<ul style="list-style-type: none"> • Implement adaptation action plan strategies rated 'extreme' and 'high' as budgetary and human resources permit. • Consideration required to start funding actions in 2014/15 	CEO	Jun-13
Dec-11	8.2.6	Morawa Skate Park	<ul style="list-style-type: none"> • The major work on the Skate Park has been completed • Remaining minor works include: <ul style="list-style-type: none"> ○ Shade sail – will be installed by staff; ○ Costing for artificial turf surround completed (\$3,000); ○ Costing for plants identified and submitted to the 13/14 Budget Review; ○ A review by Convic of minor cracking occurred on 6 March 2014. • Currently developing options for night lighting for 14/15 Budget consideration 	CYDO	Dec-12
Feb-12	8.2.1	Shire of Morawa Asset Management Plan	<ul style="list-style-type: none"> • Seek additional funding and establish a preferred resourcing proposal to proceed with strategies identified under the Council adopted Shire of Morawa Asset Management Plan. • Fair value calculations regarding assets nearing completion: <ul style="list-style-type: none"> ○ Shire plant and equipment remaining category to be recognised; ○ Morrison Low will then need to update the Asset Management Plan to reflect calculations 	CEO	Dec-12
Apr-13	8.2.1	Morawa Supertown – Revitalisation Project	<ul style="list-style-type: none"> • Additional funding was formally announced by Shane Love MLA on 12 February 2014. • The tender for the road re-alignment was awarded by Council to WBHO Civil on 20 February 2014: <ul style="list-style-type: none"> ○ Site possession took place on 4 March 2014. WBHO Civil personnel had an initial meeting with the Project 	CEO	Jun-13

			<p>Officer on 6 March 2014 and have also introduced themselves to businesses in town;</p> <ul style="list-style-type: none"> o Works commenced 17 March 2014; o Council resolved 20 March 2014 Minor land acquisition by Main Roads re Lot 454 Winfield Street Morawa to finalise site access and development issues. Progressing to the next stage re clearances 		
Apr-13	8.2.2	Regional Mobile Tower Coverage	<ul style="list-style-type: none"> • DRD confirmed on 26 February 2014 that the \$1M from the CLGF-R component was approved by Cabinet and issued the FAA at the same time. Minister Redman made this announcement on 7 March 2014. • In the interim, the CEO advised DRD (Meegan Babe – Project Officer) on 6 March 2014 that the project commencement date and access to funding is subject to endorsement by the MWDC Board re MWIP funding, which in turn is still subject to final approval by Cabinet. • The MWDC Board met on 28 February 2014 to discuss the project. CEO asked for feedback on 6 March 2014 regarding the outcome of the meeting. • The CEO and Project Officer also made a submission to the Commonwealth Government's \$100M Mobile Coverage Programme and have listed Merkanooka and Morawa East High as areas requiring a base station. The President based on comments made by some councillors at the Council meeting on 20 February 2014 suggested they contact the CEO on other potential locations. The CEO also asked for this information in the Councillor update issued on 28 February 2014 including whether Merkanooka North and Canna/Gutha North East was suitable; • In an email to councillors on 19 March 2014, the author advised that the MWDC Board did not support the project. In short, the letter from the MWDC stated that funding from the Mid West Investment Plan to the seven sites is not supported (worth about \$2.2M) as: <ul style="list-style-type: none"> o The MWDC is continuing to work with the State Government regarding the implementation of RMCP Round 2 and that three of the seven sites have been included on the initial draft list of priority sites for the Mid West (Arrino, Latham and Yandanooka); o Suggests the shires fund the other four towers themselves (for Morawa this means funding both towers – Merkanooka and Morawa East). • The letter was also sent to the participating member shire presidents. 	CEO	Jun-30

			<ul style="list-style-type: none"> • As discussed at a session with councillors on 20 March 2014: <ul style="list-style-type: none"> ○ In Morawa’s case, there is not the capacity to fund the two towers (the expected cost is in the order of \$2M). As a result, it is highly doubtful that this project will now proceed and leaves the recently awarded \$1M from the County Local Government Fund (CLGF) Regional component to this project at a loose end; ○ Reallocate the \$1M CLGF – Regional component funding to another Morawa project that is regional in nature. In essence, the Shire of Morawa is entitled to the total allocation of this funding to a regional project due to the other shires already benefitting from earlier allocations out of the CLGF – Regional component; ○ The Shire President advised that she has spoken to Shane Love MLA on 19 March 2014 to advocate further on this matter re the MWDC and funding from the MWIP. The author also then provided supporting information to Mr Love; ○ In response, councillors suggested that the \$1M CLGF – R was allocated to the Morawa Airport project. The Shire President indicated that the other shires will need to agree. • On 1 April 2014 Megan from DRD contacted the author regarding whether the funds will be spent this financial year or next financial year. The author commented that the funds will be spent next financial year. Accordingly, Megan advised that the funds will be available from 1 July 2014 once the Shire needs this funding. • The CEO has advised the other CEOs that they need to meet to discuss the possibility of reallocating the \$1M CLGF – R funds to a Morawa project that is of regional benefit. He has also had the opportunity to have preliminary discussions with the CEOs of Three Springs and Mingenew and mention that the upgrade of the Morawa Airport meets the funding requirements. <p>Note: The 2013/14 Budget contains an additional \$250,000 for electrical works</p>		
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Council Resolutions for Actioning or Attention Completed

	Chief Executive Officer			CEO	
Oct 2013	8.3.5	Update on Petition Regarding Noise and Fumes from a Generator	<p>Advised by the Morawa Hotel on 3 February 2014 that the power to the new units:</p> <ul style="list-style-type: none"> • The owners are working with an electrical contractor to get things done; • Now on the next step with Western Power re everything going ahead. 	CEO	In Progress
Feb 2014	7.2.6.1	Strategic Plan Update and Progress Report	<p>Put forward for 2014/15 Budget consideration the requirements of Regulation 17 regarding risk management:</p> <ul style="list-style-type: none"> ▪ CEO attended LGMA briefing session on 28 February 2014 regarding the requirements of Regulation 17; ▪ Budget options currently under development to implement risk management framework 	CEO	In Progress
Feb 2014	7.2.6.2	Management of Morawa Community Care Units	<p>Steps include:</p> <ul style="list-style-type: none"> ▪ Delegation instrument developed; ▪ Initial meeting of Morawa Community Aged Care Committee held on 18 March 2014; ▪ Meetings to arrange handover of units and agreements required 	CEO	In Progress
Mar 2014	7.2.6.2	Additional Information Required for the Strategic Community Plan	<ul style="list-style-type: none"> • Changes submitted to the Department 25 March 2014 and advised same day that they are compliant; • Changes advertised for 7 days . No response received 	CEO	Completed
Mar 2014	12.1.1	Proposal to Reallocate Solar Thermal Feasibility Funding (\$500,000)	<ul style="list-style-type: none"> • Letter requesting transfer of \$500,000 to the upgrade of the Morawa Airport issued; • See also Status Update General Business Sep-07 	CEO	In Progress
March 2014	12.1.2	Extension of CEO's Contract	<ul style="list-style-type: none"> • Extended until 23 May 2014; • Mr Williams to be the CEO 24 May 2014 until 2 June 2014 	CEO	Completed
	Deputy Chief Executive Officer			DCEO	
Feb 2014	7.2.2.6	Shire of Morawa 2012/13 Annual Report	<ul style="list-style-type: none"> ▪ Annual report submitted to the Department of Local Government and Communities; ▪ Annual Electors meeting held on 20 March 2014 @ 5:30PM. Two community members attended. Minutes are in today's agenda 	DCEO	Completed
Feb 2014	7.2.5.2	Transfer of the Special Broadcasting Service (SBS) Equipment and Asset to the Special Broadcasting Services	Letter sent	DCEO	Completed

Feb 2014	7.2.5.3	Shire of Morawa Financial Hardship Policy 3.9 for Water Services	Policy adopted	DCEO	Completed
Mar 2014	7.2.5.1	2013 Compliance Audit Return	Compliance Audit Return submitted	DCEO	Completed
Mar 2014	7.2.5.3	Lot 5 Wubin Mullewa Road Morawa Business Unit No 8 Lease McIntosh and Sons	Lease signed and issued for sign off on 8 April 2014	DCEO	In Progress
Mar 2014	7.2.5.4	Policy and Procedures Manual & Delegation Register Review 2014	DCEO to revise further delegation 28 Authority to Waive Fees	DCEO	In Progress
	Manager Accounting & Finance				
	Nil				
	Project Officer				
Feb 2014	7.2.4.1	Morawa SuperTown Parallel Freight Alignment Road Project Award of Tender	<ul style="list-style-type: none"> ▪ WBHO advised 21 February 2014 that it was successful re Tender No 03/2013; ▪ Works commenced 17 March 2014 	DCEO	Completed
Mar 2014	7.2.4.1	Endorsement of Local Recovery Plan and Recovery Resource Manual	<ul style="list-style-type: none"> ▪ Endorsed and CESM advised 	PO	Completed
	7.2.4.2	Morawa Freight Heavy haulage Road main Road Acquisition of Portion of Lot 454 Winfield Street Morawa	Also refer Status Update 8.2.1 April 13.	PO	In Progress
	Community Youth Development Officer			CYDO	
	Nil				

Legend

1. Text in red indicates current action.
2. Table items shaded in yellow refer to long outstanding items (generally six months or more).
3. Table items in green refer to matters within the last six months.

- 7.2.2 **Manager Finance and Accounting**
Documents issued separately
- 7.2.3 **Community Youth Development Officer**
Nil
- 7.2.4 **Project Officer**

<i>Date of Meeting:</i>	17 April 2014
<i>Item No:</i>	7.2.4.1
<i>Subject:</i>	Proposed Amendment No. 3 to Local Planning Scheme No. 2 (Omnibus Scheme Amendment)
<i>Date & Author:</i>	10 April 2014, John Elliot (Project Officer)
<i>Applicant/ Proponent:</i>	Shire of Morawa
<i>File Number:</i>	
<i>Previous Minute/s and Reference:</i>	Shire of Morawa Council Meeting Minutes 15th August 2013

SUMMARY

The purpose of this report is for Council to consider the adoption of amendment (Amendment No. 3) to the Shire's Local Planning Scheme No. 2, being an omnibus scheme amendment which relates to various items considered necessary to implement the Morawa Growth and Implementation Plan.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

Attachment 1 – Scheme Amendment Document
Attachment 2 – Schedule of Submissions

BACKGROUND INFORMATION

The Shire of Morawa Local Planning Scheme No. 2 (LPS2) was gazetted on 21 May 2007 and is now 6 years old. The *Town Planning Regulations 1967* requires that local planning schemes be reviewed on a five (5) yearly basis.

The recent preparation and endorsement of the Morawa SuperTowns Growth and Implementation Plan (Growth Plan) is intended to inform the preparation of a new local planning scheme for the district (scheme review).

A scheme review process can take in the order of two (2) years to complete and therefore it is considered necessary to undertake a number of amendments to the existing LPS2, in order to reflect short term projects and strategies recommended in the Growth Plan.

The omnibus scheme amendment has been prepared in order to incorporate the key short term strategies and recommendations of the Growth Plan into LPS2.

Council at its ordinary meeting held 15th August 2013 resolved to adopt Amendment No. 3 to LPS2 for the purpose of undertaking public consultation with the community. A total of five submissions were received from the following agencies:

1. Department of Aboriginal Affairs
2. Department of Fire and Emergency Services
3. Department of Transport
4. Department of Agriculture and Food
5. Water Corporation

These submissions are summarised and addressed in the Schedule of Submissions contained at Attachment 2 to this item

OFFICER'S COMMENT

EPA Assessment

Scheme Amendment No. 3 was referred to the Environmental Protection Authority (EPA) to determine the level of assessment required. The EPA determined that the proposed scheme amendment should not be assessed under Part IV Division 3 of the *Environmental Protection Act 1986* and that it is not necessary to provide any advice or recommendations.

Formal Advertising

The scheme amendment was publicly advertised for a period of 42 days in accordance with the requirements of the *Planning and Development Act 2005* and Regulation 25 of the *Town Planning Regulations 1967*. Of the five submissions received, only one submission warranted an amendment to the scheme amendment documentation as advertised. This amendment relates to a request by the Department of Fire and Emergency Services (DFES) request for the following clause be inserted into the amendment:

“That the proponent provide evidence that the requirements of the Western Australian Planning Commission and the Department of Fire and Emergency Services publication “Planning for Bush Fire Protection” have been satisfied with respect to meeting the contained fire protection performance criteria, to the satisfaction of the Western Australian Planning Commission”.

DFES did not specify where this clause was intended to be inserted within the context of the overall proposed amendments to LPS2, however it is thought that this requirement would be most appropriately included within the new structure planning requirements contained with proposed Clause 5.2.6.1.

It is therefore proposed to amend proposed Clause 5.2.6.1 as follows:

“5.2.6.1 A proposed structure plan should include the following details where deemed relevant:

- (a) a map showing the area to which the proposed structure plan is to apply;
- (b) landform and topography;
- (c) existing and proposed road systems and transport networks, including the standards of future roads;
- (d) location of commercial, community facilities and recreation areas, consistent with the projected needs of the locality;
- (e) proposed population and residential densities, where appropriate;
- (f) existing and proposed services;
- (g) staging of the development;
- (h) geotechnical suitability of the land for development;
- (i) natural features to be retained and public parklands;
- (j) urban water management and drainage considerations;
- (k) conservation and environmental considerations including, but not limited to, flora and fauna impacts, groundwater quality, pollution, watercourses;
- (l) sites and features of Aboriginal and European heritage value;
- (m) **bush fire management and planning considerations;**
- (n) any other information as shall be requested by the Council, including specific density coding designations”.

The above amendment is considered to be a minor amendment to the advertised document and therefore it is not considered necessary to re-advertise the proposal.

There were no other issues raised during the consultation and referral process and therefore it is requested that the Council consider the revised Amendment No. 3 documentation for final adoption.

Following the Council’s final adoption of the amendment it will be forwarded to the Western Australian Planning Commission for final approval and gazettal.

COMMUNITY CONSULTATION

The Shire of Morawa in collaboration with the project consultants has completed a range of public consultation including public meeting and workshops to gain community and business input.

The scheme amendment was publicly advertised for a period of 42 days in accordance with the requirements of the *Planning and Development Act 2005* and Regulation 25 of the *Town Planning Regulations 1967*.

COUNCILLOR CONSULTATION

Shire of Morawa Councillors have been involved in a range of presentation and workshops associated with the preparation of the proposed Amendment No. 3 to the Shire’s Local Planning Scheme No. 2.

STATUTORY ENVIRONMENT

Local Government Act 1995
 Planning and Development Act 2005

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Shire has received a total of \$55,000 grant agreement via the Department of Planning's Northern Planning Projects funding scheme. This grant will cover the entire cost associated with the preparation of the omnibus scheme amendment.

STRATEGIC IMPLICATIONS

The omnibus scheme amendment is required to implement those strategies considered to be immediate or short term strategies as contained within the Shire of Morawa SuperTowns Growth and Implementation Plan.

RISK MANAGEMENT

The scheme amendment process accords with the Planning and Development Act 2005 and the Town Planning Regulations 1967.

VOTING REQUIREMENT:

Simple majority.

OFFICER'S RECOMMENDATION

That Council, in pursuance of Section 75 of the Planning and Development Act 2005, amend Town Planning Scheme No. 2 as follows:

1. Amend the Scheme Map by:-

- 1.1 rezoning Lots 19, 453 (Reserve 50533) and Lots 21 to 24 Valentine Street from 'Commercial' to 'Mixed Use';**
- 1.2 amending the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dreghorn Street to the west from 'R10/R30' to 'R40';**
- 1.3 amending the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';**
- 1.4 amending the residential density code applicable to all lots bound by Evan Street to the north, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30';**
- 1.5 reclassifying Location Number 440 (Reserve 19507) from 'Public Purposes' to 'Special Use' with the notation 'V' (Various) and amending the Scheme map legend accordingly;**
- 1.6 rezoning Lot 90 Valentine Street and Lots 91 to 94 Evans Street from 'Rural Residential' to 'Residential' and 'Development Area' special control area and**

Lot 1 Evans Street from ‘Public Purposes’ to ‘Residential’ and ‘Development Area’ special control area and amending the Scheme map legend accordingly.

2. Amend the Scheme Text by:-

2.1 inserting a new clause 4.7.2.1 as follows:

“4.7.2.1 In addition to the site requirements of Table 2, where a caretaker’s dwelling, grouped dwelling, multiple dwelling, residential building or single house is proposed within the Commercial zone, it must comply with the following:

- a) be located at the rear of the lot or above the commercial frontage so as not to limit the commercial potential of the property.
- b) the dwelling must occupy no more than 40% of the lot area.”

2.2 deleting part (ii) of Clause 4.2 and resubstituting with the following:

‘(ii) the lot has a minimum lot area of 2,000 m²’.

2.3 inserting item (8.) within sub-clause 3.1.1, as follows:

‘8. Mixed Use’

2.4 inserting the following within Table 2 – Site Requirements:

“ZONE	MINIMUM SETBACKS FROM BOUNDARIES		
	FRONT	REAR	SIDE
Mixed Use	At the discretion of Council”		

2.5 inserting a new Clause 4.12, as follows:

“4.12 MIXED USE ZONE

4.12.1 Objectives

- a) to provide for a compatible mixture of residential development with small scale businesses in a primarily residential scale environment.
- b) allow appropriate businesses to locate and develop in conjunction with residential uses.
- c) provide an increase to the level of employment opportunities in the locality.

4.12.2 Site Requirements: See Table 2.

4.12.3 Development Requirements

- 4.12.3.1 Development shall not exceed 2 storeys in height except where the Council considers that particular circumstances may warrant an exception being made and provided such development will not affect local

amenity and is consistent with the residential scale and amenity of the place.”

2.6 inserting the following permissible land uses against the ‘Mixed Use’ zone within Table 1:

Uses	Mixed Use
Aged or dependent persons dwelling	AA
Ancillary accommodation	AA
Caravan park	
Caretakers dwelling	AA
Civic building	AA
Club premises	
Consulting rooms	AA
Dry cleaning establishment	SA
Education establishment	
Fuel depot	
Grouped dwelling	P
Home occupation	SA
Hotel	
Industry cottage	AA
Industry – extractive	
Industry – general	
Industry – light	
Industry – rural	
Industry – service	
Intensive agriculture	
Motel	SA
Motor vehicle repair	
Multiple dwelling	P
Office	P
Piggery	
Plant nursery	
Poultry farm	
Public amusement	
Public utility	AA
Public worship	AA
Residential building	AA
Restaurant	
Rural home business	
Rural pursuit	
Service station	
Shop	
Showroom	AA
Single house	P
Trade display	
Transient workforce accommodation	
Transport depot	

Tourist accommodation	SA
Tourist facilities	
Veterinary hospital	

2.7 inserting the a new item within Appendix No. 3 – Special Use zone, as follows:

NO	LAND PARTICULARS	PERMITTED USES	DEVELOPMENT STANDARDS/ CONDITIONS
2.	Location 440 (Reserve 19507) Caulfield Road, Morawa	<ul style="list-style-type: none"> • Aged or Dependant Persons Dwelling • Caretakers Dwelling • Residential Building • Transient Workforce Accommodation • Tourist Accommodation • Grouped Dwelling • Multiple Dwelling 	As determined by Council

2.8 inserting a new Part V as follows in the Scheme text and renumber subsequent parts accordingly:

“PART V – SPECIAL CONTROL AREAS

5.1 Operation of Special Control Areas

5.1.1 The following special control areas are shown on the Scheme Map:

(a) Development Areas shown on the Scheme Map as DA with a number and included in Appendix 9.

5.1.2 In respect of a special control area shown on a Scheme Map, the provisions applying to the special control area apply in addition to the provisions applying to any underlying zone or reserve and any general provisions of the Scheme.

5.2 Development Areas

5.2.1 Interpretation

In clause 5.2, unless the context otherwise requires:

‘owner’ means an owner or owners of land in the Development Area; and

‘structure plan’ means a structure plan that has come into effect in accordance with clause 5.2.12.1.

5.2.2 Purpose of Development Areas

5.2.2.1 The purposes of Development Areas are to:

- (a) identify areas requiring comprehensive planning; and*
- (b) coordinate subdivision and development in areas requiring comprehensive planning.*

5.2.2.2 *Appendix 9 describes the Development Areas in detail and sets out the specific purposes and requirements that apply to the Development Areas.*

5.2.3 Subdivision and Development in Development Areas

5.2.3.1 *The development of land within a Development Area is to comply with Appendix 9.*

5.2.3.2 *The subdivision and development of land within a Development Area is to generally be in accordance with any structure plan that applies to that land.*

5.2.4 Structure Plan Required

5.2.4.1 The local government is not to:

- (a) consider recommending subdivision; or*
- (b) approve development;*

of land within a Development Area unless there is a structure plan for the Development Area or for the relevant part of the Development Area.

5.2.4.2 *Notwithstanding clause 5.2.4.1, a local government may recommend subdivision or approve the development of land within a Development Area prior to a structure plan coming into effect in relation to that land, if the local government is satisfied that this will not prejudice the specific purposes and requirements of the Development Area.*

5.2.5 Preparation of Proposed Structure Plans

5.2.5.1 A proposed structure plan may be prepared by:

- (a) the local government; or*
- (b) an owner.*

5.2.5.2 *A proposed structure plan may be prepared for all, or part of, a Development Area.*

5.2.6 Details of Proposed Structure Plan

5.2.6.1 A proposed structure plan should include the following details where deemed relevant:

- (a) a map showing the area to which the proposed structure plan is to apply;**
- (b) landform and topography;**
- (c) existing and proposed road systems and transport networks, including the standards of future roads;**
- (d) location of commercial, community facilities and recreation areas, consistent with the projected needs of the locality;**
- (e) proposed population and residential densities, where appropriate;**
- (f) existing and proposed services;**
- (g) staging of the development;**
- (h) geotechnical suitability of the land for development;**
- (i) natural features to be retained and public parklands;**
- (j) urban water management and drainage considerations;**
- (k) conservation and environmental considerations including, but not limited to, flora and fauna impacts, groundwater quality, pollution, watercourses;**
- (l) sites and features of Aboriginal and European heritage value;**
- (m) bush fire management and planning considerations;**
- (n) any other information as shall be requested by the Council, including specific density coding designations;**
- (o) a written report to explain the mapping and to address the following:**
 - (i) the planning framework for the structure plan including any applicable regional or district structure plans, and any policies, strategies and scheme provisions which apply to the land, and any environmental conditions which apply under the Scheme;**
 - (ii) the site analysis including reference to the matters listed above, and, in particular, the significance of the conservation, environmental and heritage values of the site;**
 - (iii) the context analysis including reference to the matters listed above;**
 - (iv) how planning for the Development Area is to be integrated with the surrounding land;**
 - (v) the design rationale for the proposed pattern of subdivision, land use and development;**
 - (vi) traffic management and safety;**
 - (vii) parkland provision and management;**
 - (viii) urban water management;**
 - (ix) proposals for public utilities including sewerage, water supply, drainage, gas, electricity and communication services;**
 - (x) the proposed method of implementation including any**

cost sharing arrangements and details of any staging of subdivision and development; and
(xi) *any other matter that is required for orderly and proper planning.*

- 5.2.6.2** *The maps referred to in clause 5.2.6.1 are to:*
(a) be drawn to a scale that clearly illustrates the details referred to in clause 5.2.6.1; and
(b) include a north point, visual bar scale, key street names and a drawing title and number.
- 5.2.6.3** *A proposed structure plan may, to the extent that it does not conflict with Scheme, impose a classification on the land included in it by reference to reserves, zones or the Residential Design Codes, and where the proposed structure plan becomes a structure plan, the local government is to have due regard to such reserves, zones or Residential Design Codes when recommending subdivision or approving development of land within a Development Area.*
- 5.2.6.4** *A proposed structure plan must, in the opinion of the local government, be consistent with orderly and proper planning.*
- 5.2.7** *Submission to Local Government and Commission*
- 5.2.7.1** *A proposed structure plan prepared by an owner is to be submitted to the local government.*
- 5.2.7.2** *Within seven days of preparing or receiving a proposed structure plan which proposes the subdivision of land, the local government is to forward a copy of the proposed structure plan to the Commission.*
- 5.2.7.3** *The Commission is to provide comments to the local government as to whether it is prepared to endorse the proposed structure plan with or without modifications.*
- 5.2.7.4** *The Commission must provide its comments to the local government within 30 days of receiving the proposed structure plan.*
- 5.2.8** *Advertising of Structure Plan*
- 5.2.8.1** *Within 60 days of preparing or receiving a proposed structure plan that conforms with clause 5.2.6.1 and complies with the Scheme (or such longer time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government), the local government is to:*

- (a) *advertise, or require the owner who submitted the proposed structure plan to advertise, the proposed structure plan for public inspection in accordance with the advertising procedures outlined in clause 6.3.3, except that the submission period shall be extended to 60 days, to persons that are likely to be affected by the adoption of the proposed structure plan.*

5.2.9 Adoption of Proposed Structure Plan

5.2.9.1 *The local government is to consider all submissions received and within 60 days of the latest date specified in the notice or advertisement for the making of submissions is to:*

- (a) *adopt the proposed structure plan, with or without modifications; or*
- (b) *refuse to adopt the proposed structure plan and, where the proposed structure plan was submitted by an owner, give reasons for this to the owner.*

5.2.9.2 (a) *in making a determination under clause 5.2.9.1, the local government is to have due regard to the comments and advise received from the Commission in relation to the proposed structure plan.*

- (b) *If the Commission requires modifications to the proposed structure plan, the local government is to consult with the Commission prior to making a determination under clause 5.2.9.1.*

5.2.9.3 *If the local government, after consultation with the Commission, is of the opinion that a modification to the proposed structure plan is substantial, the local government may:*

- (a) *readvertise the proposed structure plan; or*
- (b) *require the owner who submitted the proposed structure plan to readvertise the proposed structure plan; and thereafter, the procedures set out in clause 5.2.8.1 onwards are to apply.*

5.2.9.4 *If within the period referred to in clause 5.2.9.1, or such further time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government, the local government has not made a determination under clause 5.2.9.1, the local government is deemed to have refused to adopt the proposed structure plan.*

5.2.10 Endorsement by Commission

5.2.10.1 *If the proposed structure plan proposes the subdivision of land, then within seven days of making its determination under clause 5.2.9.1, the local government is to forward the proposed structure plan to the Commission for its endorsement.*

5.2.10.2 *As soon as practicable after receiving the proposed structure plan, the Commission is to determine whether to endorse the proposed structure plan and notify the local government of its determination accordingly.*

5.2.11 *Notification of Structure Plan*

5.2.11.1 *As soon as practicable after adopting a proposed structure plan under clause 5.2.9.1 and if clause 5.2.10 applies, as soon as practicable after being notified of the Commission's decision under clause 5.2.10.2, the local government is to forward a copy of the structure plan to:*

- (a) any public authority or person that the local government thinks fit;*
- (b) where the structure plan was submitted by an owner, to the owner.*

5.2.12 *Operation of Structure Plan*

5.2.12.1 *A structure plan comes into effect:*

- (a) where the structure plan proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.10.2; or*
- (b) on the day on which it is adopted by the local government under clause 5.2.9.1 in all other cases.*

5.2.12.2 *If a provision of a structure plan is inconsistent with a provision of the Scheme, then the provision of the Scheme prevails to the extent of the inconsistency.*

5.2.13 *Inspection of Structure Plan*

5.2.13.1 *The structure plan and the Commission's notification under clause 5.2.10.3 is to be kept at the local government's administrative offices, and is to be made available for inspection by any member of the public during office hours.*

5.2.14 *Variation to Structure Plan*

5.2.14.1 *The local government may vary a structure plan:*

- (a) by resolution if, in the opinion of the local government, the variation does not materially alter the intent of the structure plan;*
- (b) otherwise, in accordance with the procedures set out in clause 5.2.6 onwards.*

5.2.14.2 *If the local government varies a structure plan by resolution, and the variation does not propose the subdivision of land, the local*

government is to forward a copy of the variation to the Commission within 10 days of making the resolution.

5.2.14.3 *If the local government varies a structure plan by resolution, and the variation proposes the subdivision of land, the local government is to forward a copy of the variation to the Commission within 10 days of making the resolution for its endorsement.*

5.2.14.4 *As soon as practicable after receiving the copy of the variation referred to in clause 5.2.14.3, the Commission is to determine whether to endorse the proposed variation.*

5.2.14.5 *The Commission is to notify the local government of its determination under clause 5.2.14.4.*

5.2.14.6 *A variation to a structure plan by resolution comes into effect:*
 (a) *where the variation proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.14.4; or*
 (b) *on the day on which the local government resolves to make the variation under clause 5.2.14.1 (a).*

2.9 inserting a new Appendix 9 – Development Areas with the following table inserted:

REF. NO.	AREA	PROVISIONS
DA 1	Lot 1 Evans Street, Lot 90 Valentine Street and Lots 91-94 Evans Street	1. An approved Structure Plan together with all approved amendments shall apply to the land in order to guide subdivision and development. 2. Land uses classified on the Structure Plan apply in accordance with clause 5.2.6.3.

2.10 inserting ‘transient workforce accommodation’ as a ‘permitted use’ within item no. 1 of Appendix No. 3 – Special Use Zone, as follows:

N O	LAND PARTICULARS	PERMITTED USES	DEVELOPME N T STANDARDS/C ONDITIONS
1.	Lot 425 Reserve 33537 White Avenue, Morawa	<ul style="list-style-type: none"> • Caravan Park • Transient Workforce Accommodation 	As determined by Council

- 2.11 deleting the 'X' symbol within Table 1 against the 'Transient Workforce Accommodation' use class within the 'Residential', 'Industrial' and 'Rural Residential' zone columns.**
- 3. Authorises the Shire President and Chief Executive Officer to execute three (3) copies of the amendment documents in accordance with the Town Planning Regulations 1967 (as amended), including the fixing of the Council's seal;**
- 4. Forwards three (3) copies of the adopted scheme amendment and associated documentation to the Western Australian Planning Commission for Ministerial Consent in accordance with the Town Planning Regulations 1967 (as amended).**



SHIRE OF MORAWA

LOCAL PLANNING SCHEME NO. 2

AMENDMENT NO. 3

OMNIBUS SCHEME AMENDMENT

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PLANNING AND DEVELOPMENT ACT 2005

RESOLUTION DECIDING TO AMEND A TOWN PLANNING SCHEME

SHIRE OF MORAWA

TOWN PLANNING SCHEME NO. 2

AMENDMENT NO. 3

RESOLVED that the Council, in pursuance of Section 75 of the Planning and Development Act 2005, amend the above local planning scheme by:

1. Amend the Scheme Map by:-
 - 1.1 rezoning Lots 19, 453 (Reserve 50533) and Lots 21 to 24 Valentine Street from 'Commercial' to 'Mixed Use';
 - 1.2 amending the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dreghorn Street to the west from 'R10/R30' to 'R40';
 - 1.3 amending the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';
 - 1.4 amending the residential density code applicable to all lots bound by Evan Street to the north, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30';
 - 1.5 reclassifying Location Number 440 (Reserve 19507) from 'Public Purposes' to 'Special Use' with the notation 'V' (Various) and amending the Scheme map legend accordingly;
 - 1.6 rezoning Lot 90 Valentine Street and Lots 91 to 94 Evans Street from 'Rural Residential' to 'Residential' and 'Development Area' special control area and Lot 1 Evans Street from 'Public Purposes' to 'Residential' and 'Development Area' special control area and amending the Scheme map legend accordingly.
2. Amend the Scheme Text by:-
 - 2.1 inserting a new clause 4.7.2.1 as follows:

“4.7.2.1 In addition to the site requirements of Table 2, where a caretaker’s dwelling, grouped dwelling, multiple dwelling, residential building or single house is proposed within the Commercial zone, it must comply with the following:

 - a) be located at the rear of the lot or above the commercial frontage so as not to limit the commercial potential of the property.*
 - b) the dwelling must occupy no more than 40% of the lot area.”*

2.2 deleting part (ii) of Clause 4.2 and resubstituting with the following:

'(ii) the lot has a minimum lot area of 2,000 m²'.

2.3 inserting item (8.) within sub-clause 3.1.1, as follows:

'8. Mixed Use'

2.4 inserting the following within Table 2 – Site Requirements:

“ZONE MINIMUM SETBACKS FROM BOUNDARIES

FRONT REAR SIDE

Mixed Use At the discretion of Council”

2.5 inserting a new Clause 4.12, as follows:

“4.12 MIXED USE ZONE

4.12.1 Objectives

a) to provide for a compatible mixture of residential development with small scale businesses in a primarily residential scale environment.

b) allow appropriate businesses to locate and develop in conjunction with residential uses.

c) provide an increase to the level of employment opportunities in the locality.

4.12.2 Site Requirements: *See Table 2.*

4.12.3 Development Requirements

4.12.3.1 Development shall not exceed 2 storeys in height except where the Council considers that particular circumstances may warrant an exception being made and provided such development will not affect local amenity and is consistent with the residential scale and amenity of the place.”

2.6 inserting the following permissible land uses against the 'Mixed Use' zone within Table 1:

Uses	Mixed Use
Aged or dependent persons dwelling	AA
Ancillary accommodation	AA
Caravan park	
Caretakers dwelling	AA
Civic building	AA
Club premises	
Consulting rooms	AA
Dry cleaning establishment	SA
Education establishment	
Fuel depot	
Grouped dwelling	P
Home occupation	SA
Hotel	

Uses	Mixed Use
Industry cottage	AA
Industry – extractive	
Industry – general	
Industry – light	
Industry – rural	
Industry – service	
Intensive agriculture	
Motel	SA
Motor vehicle repair	
Multiple dwelling	P
Office	P
Piggery	
Plant nursery	
Poultry farm	
Public amusement	
Public utility	AA
Public worship	AA
Residential building	AA
Restaurant	
Rural home business	
Rural pursuit	
Service station	
Shop	
Showroom	AA
Single house	P
Trade display	
Transient workforce accommodation	
Transport depot	
Tourist accommodation	SA
Tourist facilities	
Veterinary hospital	

2.7 inserting the a new item within Appendix No. 3 – Special Use zone, as follows:

NO	LAND PARTICULARS	PERMITTED USES	DEVELOPMENT STANDARDS/ CONDITIONS
2.	Location 440 (Reserve 19507) Caulfield Road, Morawa	<ul style="list-style-type: none"> • Aged or Dependant Persons Dwelling • Caretakers Dwelling • Residential Building • Transient Workforce Accommodation • Tourist Accommodation • Grouped Dwelling • Multiple Dwelling 	As determined by Council

2.8 inserting a new Part V as follows in the Scheme text and renumber subsequent parts accordingly:

"PART V – SPECIAL CONTROL AREAS

5.1 Operation of Special Control Areas

5.1.1 The following special control areas are shown on the Scheme Map:

(a) Development Areas shown on the Scheme Map as DA with a number and included in Appendix 9.

5.1.2 In respect of a special control area shown on a Scheme Map, the provisions applying to the special control area apply in addition to the provisions applying to any underlying zone or reserve and any general provisions of the Scheme.

5.2 Development Areas

5.2.1 Interpretation

In clause 5.2, unless the context otherwise requires:

'owner' means an owner or owners of land in the Development Area; and

'structure plan' means a structure plan that has come into effect in accordance with clause 5.2.12.1.

5.2.2 Purpose of Development Areas

5.2.2.1 The purposes of Development Areas are to:

(a) identify areas requiring comprehensive planning; and

(b) coordinate subdivision and development in areas requiring comprehensive planning.

5.2.2.2 Appendix 9 describes the Development Areas in detail and sets out the specific purposes and requirements that apply to the Development Areas.

5.2.3 Subdivision and Development in Development Areas

5.2.3.1 The development of land within a Development Area is to comply with Appendix 9.

5.2.3.2 The subdivision and development of land within a Development Area is to generally be in accordance with any structure plan that applies to that land.

5.2.4 Structure Plan Required

5.2.4.1 The local government is not to:

(a) consider recommending subdivision; or

(b) approve development;

of land within a Development Area unless there is a structure plan for the Development Area or for the relevant part of the Development Area.

5.2.4.2 Notwithstanding clause 5.2.4.1, a local government may recommend subdivision or approve the development of land within a Development Area prior to a structure plan coming into effect in relation to that land, if the local government is satisfied that this will not prejudice the specific purposes and requirements of the Development Area.

5.2.5 *Preparation of Proposed Structure Plans*

5.2.5.1 *A proposed structure plan may be prepared by:*

- (a) *the local government; or*
- (b) *an owner.*

5.2.5.2 *A proposed structure plan may be prepared for all, or part of, a Development Area.*

5.2.6 *Details of Proposed Structure Plan*

5.2.6.1 *A proposed structure plan should include the following details where deemed relevant:*

- (a) *a map showing the area to which the proposed structure plan is to apply;*
- (b) *landform and topography;*
- (c) *existing and proposed road systems and transport networks, including the standards of future roads;*
- (d) *location of commercial, community facilities and recreation areas, consistent with the projected needs of the locality;*
- (e) *proposed population and residential densities, where appropriate;*
- (f) *existing and proposed services;*
- (g) *staging of the development;*
- (h) *geotechnical suitability of the land for development;*
- (i) *natural features to be retained and public parklands;*
- (j) *urban water management and drainage considerations;*
- (k) *conservation and environmental considerations including, but not limited to, flora and fauna impacts, groundwater quality, pollution, watercourses;*
- (l) *sites and features of Aboriginal and European heritage value;*
- (m) *any other information as shall be requested by the Council, including specific density coding designations;*
- (n) *a written report to explain the mapping and to address the following:*
 - (i) *the planning framework for the structure plan including any applicable regional or district structure plans, and any policies, strategies and scheme provisions which apply to the land, and any environmental conditions which apply under the Scheme;*
 - (ii) *the site analysis including reference to the matters listed above, and, in particular, the significance of the conservation, environmental and heritage values of the site;*

- (iii) *the context analysis including reference to the matters listed above;*
- (iv) *how planning for the Development Area is to be integrated with the surrounding land;*
- (v) *the design rationale for the proposed pattern of subdivision, land use and development;*
- (vi) *traffic management and safety;*
- (vii) *parkland provision and management;*
- (viii) *urban water management;*
- (ix) *proposals for public utilities including sewerage, water supply, drainage, gas, electricity and communication services;*
- (x) *the proposed method of implementation including any cost sharing arrangements and details of any staging of subdivision and development; and*
- (xi) *any other matter that is required for orderly and proper planning.*

5.2.6.2 *The maps referred to in clause 5.2.6.1 are to:*

- (a) *be drawn to a scale that clearly illustrates the details referred to in clause 5.2.6.1; and*
- (b) *include a north point, visual bar scale, key street names and a drawing title and number.*

5.2.6.3 *A proposed structure plan may, to the extent that it does not conflict with Scheme, impose a classification on the land included in it by reference to reserves, zones or the Residential Design Codes, and where the proposed structure plan becomes a structure plan, the local government is to have due regard to such reserves, zones or Residential Design Codes when recommending subdivision or approving development of land within a Development Area.*

5.2.6.4 *A proposed structure plan must, in the opinion of the local government, be consistent with orderly and proper planning.*

5.2.7 *Submission to Local Government and Commission*

5.2.7.1 *A proposed structure plan prepared by an owner is to be submitted to the local government.*

5.2.7.2 *Within seven days of preparing or receiving a proposed structure plan which proposes the subdivision of land, the local government is to forward a copy of the proposed structure plan to the Commission.*

5.2.7.3 *The Commission is to provide comments to the local government as to whether it is prepared to endorse the proposed structure plan with or without modifications.*

- 5.2.7.4 *The Commission must provide its comments to the local government within 30 days of receiving the proposed structure plan.*
- 5.2.8 *Advertising of Structure Plan*
- 5.2.8.1 *Within 60 days of preparing or receiving a proposed structure plan that conforms with clause 5.2.6.1 and complies with the Scheme (or such longer time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government), the local government is to:*
- a) *advertise, or require the owner who submitted the proposed structure plan to advertise, the proposed structure plan for public inspection in accordance with the advertising procedures outlined in clause 6.3.3, except that the submission period shall be extended to 60 days, to persons that are likely to be affected by the adoption of the proposed structure plan.*
- 5.2.9 *Adoption of Proposed Structure Plan*
- 5.2.9.1 *The local government is to consider all submissions received and within 60 days of the latest date specified in the notice or advertisement for the making of submissions is to:*
- (a) *adopt the proposed structure plan, with or without modifications; or*
- (b) *refuse to adopt the proposed structure plan and, where the proposed structure plan was submitted by an owner, give reasons for this to the owner.*
- 5.2.9.2 (a) *in making a determination under clause 5.2.9.1, the local government is to have due regard to the comments and advice received from the Commission in relation to the proposed structure plan.*
- (b) *if the Commission requires modifications to the proposed structure plan, the local government is to consult with the Commission prior to making a determination under clause 5.2.9.1.*
- 5.2.9.3 *If the local government, after consultation with the Commission, is of the opinion that a modification to the proposed structure plan is substantial, the local government may:*
- (a) *readvertise the proposed structure plan; or*
- (b) *require the owner who submitted the proposed structure plan to readvertise the proposed structure plan;*
- and thereafter, the procedures set out in clause 5.2.8.1 onwards are to apply.*
- 5.2.9.4 *If within the period referred to in clause 5.2.9.1, or such further time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government, the local government has not made a determination under clause 5.2.9.1, the local government is deemed to have refused to adopt the proposed structure plan.*
- 5.2.10 *Endorsement by Commission*

- 5.2.10.1 *If the proposed structure plan proposes the subdivision of land, then within seven days of making its determination under clause 5.2.9.1, the local government is to forward the proposed structure plan to the Commission for its endorsement.*
- 5.2.10.2 *As soon as practicable after receiving the proposed structure plan, the Commission is to determine whether to endorse the proposed structure plan and notify the local government of its determination accordingly.*
- 5.2.11 *Notification of Structure Plan*
- 5.2.11.1 *As soon as practicable after adopting a proposed structure plan under clause 5.2.9.1 and if clause 5.2.10 applies, as soon as practicable after being notified of the Commission's decision under clause 5.2.10.2, the local government is to forward a copy of the structure plan to:*
- (a) any public authority or person that the local government thinks fit;*
 - (b) where the structure plan was submitted by an owner, to the owner.*
- 5.2.12 *Operation of Structure Plan*
- 5.2.12.1 *A structure plan comes into effect:*
- (a) where the structure plan proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.10.2; or*
 - (b) on the day on which it is adopted by the local government under clause 5.2.9.1 in all other cases.*
- 5.2.12.2 *If a provision of a structure plan is inconsistent with a provision of the Scheme, then the provision of the Scheme prevails to the extent of the inconsistency.*
- 5.2.13 *Inspection of Structure Plan*
- 5.2.13.1 *The structure plan and the Commission's notification under clause 5.2.10.3 is to be kept at the local government's administrative offices, and is to be made available for inspection by any member of the public during office hours.*
- 5.2.14 *Variation to Structure Plan*
- 5.2.14.1 *The local government may vary a structure plan:*
- (a) by resolution if, in the opinion of the local government, the variation does not materially alter the intent of the structure plan;*
 - (b) otherwise, in accordance with the procedures set out in clause 5.2.6 onwards.*
- 5.2.14.2 *If the local government varies a structure plan by resolution, and the variation does not propose the subdivision of land, the local government is to forward a copy of the variation to the Commission within 10 days of making the resolution.*

- 5.2.14.3 *If the local government varies a structure plan by resolution, and the variation proposes the subdivision of land, the local government is to forward a copy of the variation to the Commission within 10 days of making the resolution for its endorsement.*
- 5.2.14.4 *As soon as practicable after receiving the copy of the variation referred to in clause 5.2.14.3, the Commission is to determine whether to endorse the proposed variation.*
- 5.2.14.5 *The Commission is to notify the local government of its determination under clause 5.2.14.4.*
- 5.2.14.6 *A variation to a structure plan by resolution comes into effect:*
 - (a) *where the variation proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.14.4; or*
 - (b) *on the day on which the local government resolves to make the variation under clause 5.2.14.1 (a).*

2.9 inserting a new Appendix 9 – Development Areas with the following table inserted:

REF. NO.	AREA	PROVISIONS
DA 1	Lot 1 Evans Street, Lot 90 Valentine Street and Lots 91-94 Evans Street	<ol style="list-style-type: none"> 1. An approved Structure Plan together with all approved amendments shall apply to the land in order to guide subdivision and development. 2. Land uses classified on the Structure Plan apply in accordance with clause 5.2.6.3.

2.10 inserting 'transient workforce accommodation' as a 'permitted use' within item no. 1 of Appendix No. 3 – Special Use Zone, as follows:

NO	LAND PARTICULARS	PERMITTED USES	DEVELOPMENT STANDARDS/ CONDITIONS
1.	Lot 425 Reserve 33537 White Avenue, Morawa	<ul style="list-style-type: none"> • Caravan Park • Transient Workforce Accommodation 	As determined by Council

2.11 deleting the 'X' symbol within Table 1 against the 'Transient Workforce Accommodation' use class within the 'Residential', 'Industrial' and 'Rural Residential' zone columns.

- 3. That the CEO refer the Scheme Amendment documents to the Environmental Protection Authority for its assessment in accordance with Section 48 of the Environmental Protection Act 1986; and
- 4. Subject to a response from the Environmental Protection Authority advising that the Scheme Amendment does not warrant formal assessment, proceed to advertise the scheme amendment, Planning Report and supporting documents in accordance with the Planning and Development Act 2005 and Regulation 25 of the Town Planning Regulations 1967.

Dated this _____ of _____ 20 _____

CHIEF EXECUTIVE OFFICER

SCHEME AMENDMENT REPORT

1. **LOCAL AUTHORITY:** **SHIRE OF MORAWA**
2. **DESCRIPTION OF SCHEME:** **LOCAL PLANNING SCHEME NO. 2**
3. **TYPE OF SCHEME:** **MUNICIPAL DISTRICT SCHEME**
4. **SERIAL NO. OF AMENDMENT:** **AMENDMENT NO. 3**
5. **PROPOSAL:** **Various amendments to Local Planning Scheme No. 2**
6. **REPORT BY:** **TPG Town Planning, Urban Design and Heritage**

1. INTRODUCTION

TPG Town Planning, Urban Design and Heritage (TPG) has prepared this report on behalf of the Shire of Morawa to support a number of amendments (Omnibus amendment) to the Shire of Morawa Local Planning Scheme No. 2 (LPS2), which was gazetted on 21 May 2007.

In 2011, the Regional Centres Development Plan (SuperTowns) was established through the State Government's Royalties for Regions initiative. The SuperTowns Program encourages regional communities to accelerate planning by developing clear and consolidated plans to harness the opportunities afforded by imminent population growth. Morawa was amongst nine (9) regional towns identified, warranting the preparation of a SuperTowns Growth and Implementation Plan (Growth Plan).

In 2012, the Shire of Morawa, in conjunction with the Department of Regional Development and Lands (DRDL) and LandCorp prepared the Morawa SuperTown Growth and Implementation Plan (the Growth Plan), which provides strategic direction for the growth and development within the Shire over the next 30 to 40 years.

The Morawa Growth Plan is a 'living' document that establishes a holistic and cross-government approach to deliver both spatial and non spatial strategies to support sustained economic and population growth over its lifespan. The document includes a spatial Growth Plan to support population growth and a Town Centre Plan to bring about revitalisation of the Town Centre.

Ultimately, the Growth Plan fulfils a similar role to a Local Planning Strategy, which is a precursor to preparing a new Local Planning Scheme.

In order to facilitate some of the short term and priority projects identified in the Growth Plan, it is necessary to amend various components of LPS2. The amendments proposed by this Scheme Amendment can be summarised as follows:

1. Insert requirements relating to residential development within the 'Commercial' zone;
2. Rezone 'Commercial' zoned properties on Valentine Street from 'Commercial' to a new 'Mixed Use' zone;
3. Amend the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dreghorn Street to the west from 'R10/R30' to 'R40';
4. Amend the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';
5. Amend the residential density code applicable to all lots bound by Evan Street to the North, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30';
6. Delete part (ii) of Clause 4.2 and replace with the following:

'(ii) the lot has a minimum lot area of 2,000 m².
7. Rezone Location number 440 (Reserve 19507) from 'Public Purposes' to 'Special Use' with the following permissible uses being listed in Appendix No. 3 of LPS2:
 - 'Aged or Dependent Persons Dwelling'
 - 'Caretakers Dwelling'
 - 'Residential Building'
 - 'Transient Workforce Accommodation'

- 'Tourist Accommodation'
 - 'Grouped Dwelling'
 - 'Multiple Dwelling'
8. Introduce a new 'Development Area' special control area with associated structure planning provisions and rezone Lot 90 Valentine Street and Lots 91-94 Evans Street from 'Rural Residential' to 'Residential' and 'Development Area' special control area and Lot 1 Evans Street from 'Public Purposes' to 'Residential' and 'Development Area' special control area.
 9. Amend item No. 1 of Appendix 3 relating to Lot 425 (Reserve 33537) White Avenue, Morawa by including 'Transient Workforce Accommodation' within the 'Permitted Uses' column.
 10. Delete the 'X' symbol within Table 1 against the 'Transient Workforce Accommodation' use class within the 'Residential', 'Industrial' and 'Rural Residential' zones.

This 'omnibus' amendment to LPS2 is not, and does not purport to be a full review of LPS2. It is merely an amendment designed to provide some necessary improvements to LPS2 to act as an interim measure while a new local planning scheme is prepared. Shortly following this omnibus scheme amendment, it is intended to prepare a new local planning strategy on the basis of the existing Growth Plan and undertake a holistic review of the current scheme in line with the requirements of the Town Planning Regulations 1967.

2. SITE DETAILS

Proposal 1 (Residential Land Use within Commercial Zone)

This proposal relates to all land zoned 'Commercial' within LPS2.

Proposal 2 (Mixed Use Zone)

This proposal relates to all lots currently zoned 'Commercial' on Valentine Street, being Lot 19, Lot 453 (Reserve 50533) and Lots 21-24 Valentine Street.

Proposal 3 (Former Hospital Site)

The Former Hospital Site is located on 1 Caulfield Road, Morawa (Reserve 19507 on Deposited Plan 59889) and is 3.3909 ha in area.

Proposal 4 (Residential Density Review)

Proposal 4 relates to the following properties:

1. Amend the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dreghorn Street to the west from 'R10/R30' to 'R40';
2. Amend the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';
3. Amend the residential density code applicable to all lots bound by Evan Street to the North, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30'.

Proposal 5 (Rural Residential lots fronting golf course)

The Rural Residential lots north of Evans Street include:

- Lot 90 (3) Valentine Street on Plan 202041 being 1.6974 ha in area;
- Lot 91 (5) Evans Street on Plan 202041 being 1.6997 ha in area;
- Lot 92 (7) Evans Street on Plan 202041 being 1.6997 ha in area;
- Lot 93 (9) Evans Street on Plan 202041 being 2.0234 ha in area;
- Lot 94 (11) Evans Street on Plan 202041 being 1.2215 ha in area;
- Lot 1 (17) Evans Street on Diagram 44139 being 0.4047 ha in area; and
- Drainage reserve on Diagram 26381 being 0.2340 ha in area.

Proposal 6 (Caravan Park Site)

The Caravan Park Site is located on 511 White Avenue, Morawa (Reserve 33537 on Plan 65452) and is 8.79ha in area.

Proposal 7 (Deletion of 'X' Symbol within Table 1)

This is a text amendment and does not relate to any specific site.

Refer to Figure 1 – Location Plan

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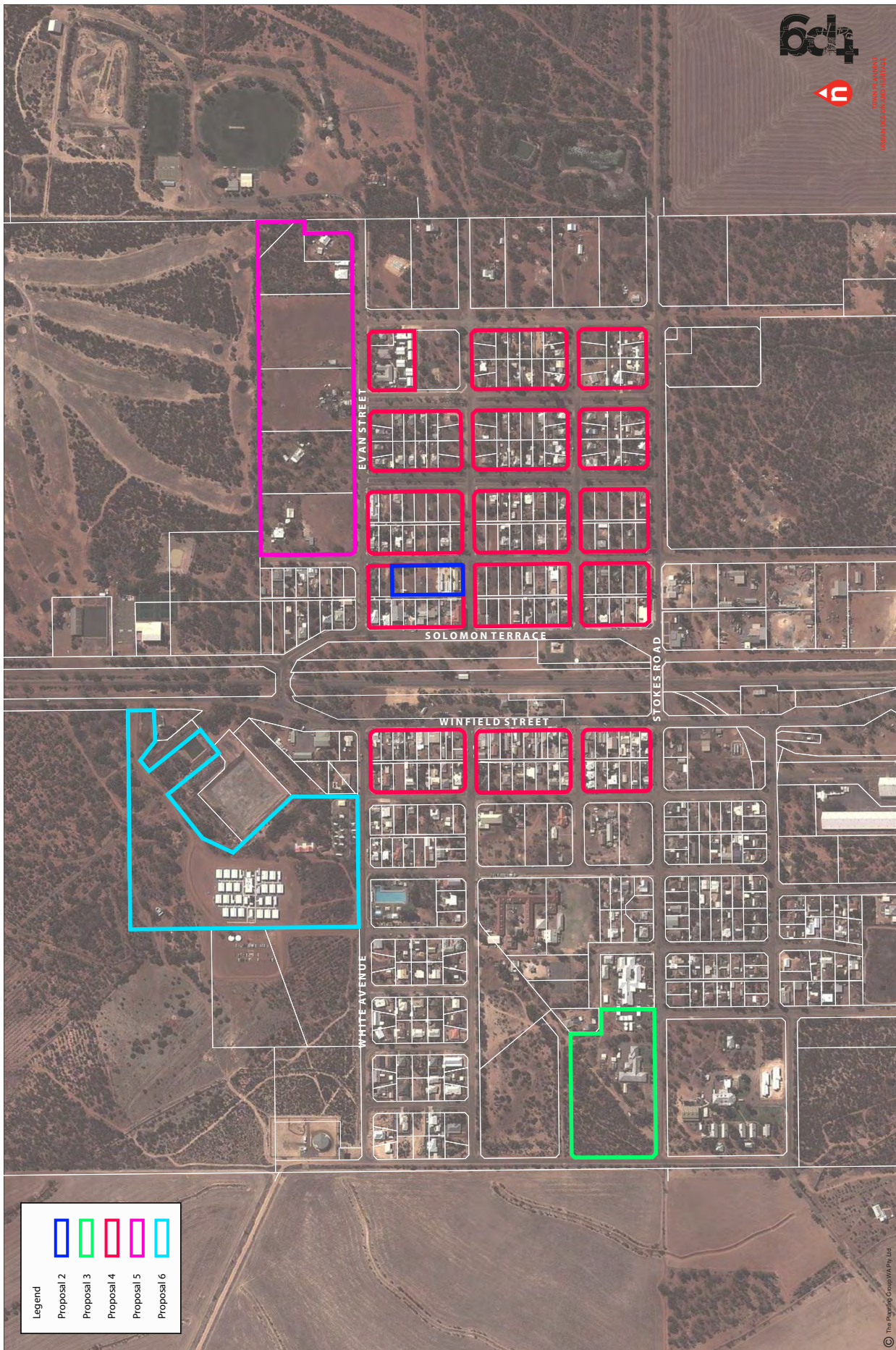


Figure 1: Proposal Location Plan

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3. PROPOSAL

To amend the Shire of Morawa Local Planning Scheme No. 3 by modifying the Scheme Maps and Scheme Text to bring about initiatives and strategies that are identified within the Morawa SuperTown Growth Plan for immediate and/or short term action, as follows:

1. Insert requirements relating to residential development within the 'Commercial' zone;
2. Rezone 'Commercial' zoned properties on Valentine Street from 'Commercial' to a new 'Mixed Use' zone;
3. Amend the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dreghorn Street to the west from 'R10/R30' to 'R40';
4. Amend the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';
5. Amend the residential density code applicable to all lots bound by Evan Street to the North, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30';
6. Delete part (ii) of Clause 4.2 and replace with the following:

(ii) the lot has a minimum lot area of 2,000 m².
7. Rezone Location number 440 (Reserve 19507) from 'Public Purposes' to 'Special Use' with the following permissible uses being listed in Appendix No. 3 of LPS2:
 - 'Aged or Dependent Persons Dwelling'
 - 'Caretakers Dwelling'
 - 'Residential Building'
 - 'Transient Workforce Accommodation'
 - 'Tourist Accommodation'
 - 'Grouped Dwelling'
 - 'Multiple Dwelling'
8. Introduce a new 'Development Area' special control area with associated structure planning provisions and rezone Lot 90 Valentine Street and Lots 91-94 Evans Street from 'Rural Residential' to 'Residential' and 'Development Area' special control area with a density code of R30 and Lot 1 Evans Street from 'Public Purposes' to 'Residential' and 'Development Area' special control area with a density code of R30.
9. Amend item No. 1 of Appendix 3 relating to Lot 425 (Reserve 33537) White Avenue, Morawa by including 'Transient Workforce Accommodation' within the 'Permitted Uses' column.
10. Delete the 'X' symbol within Table 1 against the 'Transient Workforce Accommodation' use class within the 'Residential', 'Industrial' and 'Rural Residential' zones.

Refer to proposed Zoning Plan.

4. JUSTIFICATION

The justification for each proposed amendment is set out below.

1. Proposal 1

Single House within the 'Commercial' Zone

A number of properties within the 'Commercial' zone are being utilised for residential purposes. Caretaker's dwelling, grouped dwelling, multiple dwelling, residential building and single house are all listed as 'AA' uses within the 'Commercial' zone. The occupation of commercial tenancies for residential purposes has the potential to dilute the retail and commercial activity along Winfield Street and Solomon Terrace thereby undermining the ability to achieve the aspirations of the Growth Plan to support a town with a population of 2,500 people with a viable commercial and retail centre. The Growth Plan recommends strengthening Winfield Street as the retail 'heart' of the Town and also recommends that Solomon Terrace be a 'Live/Work' precinct that supports local businesses while still permitting residential dwellings either above commercial/retail premises.

In this context, it is considered that residential uses within the 'Commercial' zone may be appropriate provided that they do not compromise the commercial objectives of that zone. Therefore it is proposed to insert design requirements relating to the establishment of residential uses within the 'Commercial' zone. These proposed design requirements include the requirement for a dwelling to either be located at the rear of the lot or above a commercial tenancy and also limiting residential uses to occupy an area of not more than 40% of a commercial property. This will ensure viable commercial tenancies can be established on a lot within the Commercial zone as the predominant land use, while also permitting residential uses behind or above these tenancies.

Existing approved residential uses within the 'Commercial' zone would continue to retain non-conforming use rights in accordance with Part VII of LPS2.

This proposal is intended to be an interim measure prior to the Shire undertaking a full Scheme review process, which is proposed to commence in the near future. The full Scheme review would include a thorough investigation of the objectives and use permissibility of the Shire's 'Commercial' zone. This proposal represents an improvement to that permitted by the Scheme currently, in that it sets design criteria for residential development and uses so that these uses do not compromise the objectives of the 'Commercial' zone, where the Shire deems it appropriate to approve a residential use within the 'Commercial' zone.

2. Proposal 2

Mixed Use Zone

Valentine Street has been identified as a transitional area within the town centre in that it should primarily reflect a residential character given its interface with adjacent residential zoned land to the east, however should still retain an opportunity to support small local business ventures to contribute to the economic diversity and life of the town.

In order to support the above, it is proposed to introduce a new 'Mixed Use' zone within LPS2 and rezone those 'Commercial' zoned properties fronting Valentine Street to the new 'Mixed Use' zone. The new 'Mixed Use' zone will have the following objectives:

- a) to provide for a compatible mixture of residential development with small scale businesses in a primarily residential scale environment.
- b) allow appropriate businesses to locate and develop in conjunction with residential uses.
- c) provide an increase to the level of employment opportunities in the locality.

3. Proposal 3

Former Hospital Site

The former hospital site is located at Location 440 (No. 1) Caulfield Road in Morawa. The site is 3.3909 ha in area with the former and disused hospital building located on a portion of the site. The site is currently reserved for 'Public Purposes' (Hospital) and is also reserved for the same purpose. Recently the new Morawa District Hospital was established at the corner of Caulfield Road and Yewers Avenue and therefore the former hospital site is no longer required to be retained for public purposes.

A proposal is currently before the Department of Regional Development and Lands to transfer this site to the Shire of Morawa.

Given the uncertainty regarding a fixed development outcome for the former hospital site, it is proposed to rezone the site from 'Public Purposes' to 'Special Use' with a range of permissible uses to support alternative development outcomes for the site. The range of permissible uses proposed for the site include:

- 'Aged or Dependent Persons Dwelling'
- 'Caretakers Dwelling'
- 'Residential Building'
- 'Transient Workforce Accommodation'
- 'Tourist Accommodation'
- 'Grouped Dwelling'
- 'Multiple Dwelling'

This proposal is in accordance with Strategy 94 and 95 of the Growth Plan which supports the establishment of key worker, tourist and aged persons dwellings.

4. Proposal 4

Residential Density Review

Strategy 93 of the Growth Plan seeks to promote infill redevelopment opportunities within the existing townsite boundaries by rezoning various sites throughout the town to address housing needs. The Growth Plan also promotes the diversification of housing product to reflect the growing and diverse needs of the community, including need for key worker accommodation, aged persons dwellings, couples and small families.

Specifically, the Growth Plan identifies an R40 density code for commercial properties within the Solomon Terrace precinct and R30 for those lots fronting the boulevard streets on the eastern side of town.

Clause 4.2 of LPS2 relates to the special application of the Residential Design Codes whereby it states:

"In area codes R10/30, the development standards of the R10 Code shall apply, except that the Council may permit development to the density and standards of the R30 Code only if:

- (i) the development is connected to reticulated sewerage;*
- (ii) the lot has a minimum area of 1,000m² and is located within 300 metres of commercial and civic services and facilities; and*
- (iii) the Council, after following the advertising procedures in clause 6.3 is satisfied there will not be any adverse impacts on local amenity."*

As all residential zoned land is coded R10/R30 within the townsite of Morawa, however a majority of the land is located outside of 300 metres of the commercial and civic services and facilities. Therefore, a majority of the land zoned for residential purposes within the Morawa townsite is restricted to the R10 density code or minimum 875m² and average 1,000m² per lot.

The Morawa Growth Plan identifies significant opportunities for infill residential within the existing boundaries of the townsite, which would be sufficient to support a growth in population from 911 in 2012 to 2,500 people. However, in order to facilitate infill development, Clause 4.2 needs to be reviewed to permit infill subdivision at a greater density than R10 where special circumstances are met.

Clause 4.2 also restricts the diversity in dwelling types able to be established in Morawa. A key principle of the Morawa Growth Plan is to support an increase in the diversity, quality and affordability of housing within Morawa, in order to attract and retain a range of key workers, government services and also to contribute to building a robust and diverse community.

The resultant subdivision of new residential lots and development of residential housing would also improve the quality of housing on the eastern side of the railway line, which is commonly viewed as the run down side of town.

It is therefore proposed to delete part (ii) of Clause 4.2 and substitute with the following:

'(ii) the lot has a minimum lot area of 2,000 m²'.

5. Proposal 5

Rural Residential Lots fronting Golf Course

Strategy 93 of the Growth Plan recommends rezoning the Rural Residential lots located on Evans Street fronting the golf course to 'Residential' with a density code of R30. This proposal has the potential to provide a significant increase to the capacity of residential land within the existing townsite boundaries. The resultant residential lots will have a high level of amenity afforded by the outlook on to the golf course and via the extension of the boulevard streets into the new subdivision.

Given that the landownership is fragmented and represents a large area of new residential land with the potential to generate in the order of 130 residential lots, it is recommended that new structure planning provisions be introduced via a new 'Development Area' special control area, in order to facilitate a coordinated approach to the future subdivision and development of the land.

Refer to a draft Subdivision Guide Plan prepared for the lots at Appendix A.

The resultant subdivision of new residential lots and development of residential housing would also improve the quality of housing on the eastern side of the railway line, which is commonly viewed as the run down side of town.

The existing rural residential lots on the eastern boundary of the townsite would be retained as rural residential sized lots, to ensure the rural residential lifestyle is still provided for within Town.

6. Proposal 6

Caravan Park Site

The site zoned 'Special; Use' relating to the Morawa Caravan Park, currently accommodates the Morawa Caravan Park and additionally, also contains the Ausco transient workforce accommodation units. The land zoned for 'Special Use' (Caravan Park) exceeds the requirements for tourist accommodation within Morawa and it also accommodates existing transient workforce accommodation which technically is not permitted within the parameters of the current 'Special Use' zone. It is therefore proposed to retain the 'Special Use' zone with a 'Caravan Park' being a permissible land use, but extend this permissibility to include the use classification of 'Transient Workforce Accommodation'. A definition for 'Transient Workforce Accommodation' is already provided in LPS2, as follows:

'Transient Workforce Accommodation - dwellings intended for the temporary accommodation of transient workers and may be designed to allow transition to another use or may be designed as a permanent facility for transient workers and includes a contractors camp and dongas.'

7. Proposal 7

Consistency in using the 'X' symbol in the Zoning Table

Proposal 7 relates to deleting the 'X' symbol as it appears within Table 1 against various zones within the 'Transient Workforce Accommodation' use classification. The 'X' symbol is made superfluous by sub clause 3.2.3 which states *"Where no symbol appears in the cross reference of a use class against a zone in the Zoning Table a use of that class is not permitted in that zone."*

5. CONCLUSION

This request to initiate an omnibus scheme amendment to the Shire of Morawa Local Planning Scheme No. 2 proposes a number of amendments that are required in order to support some short term and priority initiatives identified in the Morawa SuperTown Growth Plan.

The modifications proposed by Amendment No.3 are minor in nature and suitable for the purpose of being progressed by way of an Omnibus Amendment to LPS3.

PLANNING AND DEVELOPMENT ACT 2005

SHIRE OF MORAWA

TOWN PLANNING SCHEME NO. 2

AMENDMENT NO. 3

The Shire of Morawa under and by virtue of the powers conferred upon it in that behalf by the Planning and Development Act 2005 hereby amends the above local planning scheme by:

1. Amend the Scheme Map by:-

- 1.1 rezoning Lots 19, 453 (Reserve 50533) and Lots 21 to 24 Valentine Street from 'Commercial' to 'Mixed Use';
- 1.2 amending the residential density code applicable to all lots bound by White Avenue to the north, Winfield Street to the east, Caulfield Road to the south and Dregghorn Street to the west from 'R10/R30' to 'R40';
- 1.3 amending the residential density code applicable to all lots bound by Evan Street to the north, Valentine Street to the east, Stokes Road to the south and Solomon Terrace to the west from 'R10/R30' to 'R40';
- 1.4 amending the residential density code applicable to all lots bound by Evan Street to the north, Neagle Street to the east, Stokes Road to the south and Valentine Street to the west from 'R10/R30' to 'R30';
- 1.5 reclassifying Location Number 440 (Reserve 19507) from 'Public Purposes' to 'Special Use' with the notation 'V' (Various) and amending the Scheme map legend accordingly;
- 1.6 rezoning Lot 90 Valentine Street and Lots 91 to 94 Evans Street from 'Rural Residential' to 'Residential' and 'Development Area' special control area and Lot 1 Evans Street from 'Public Purposes' to 'Residential' and 'Development Area' special control area and amending the Scheme map legend accordingly.

2. Amend the Scheme Text by:-

- 2.1 inserting a new clause 4.7.2.1 as follows:

"4.7.2.1 In addition to the site requirements of Table 2, where a caretaker's dwelling, grouped dwelling, multiple dwelling, residential building or single house is proposed within the Commercial zone, it must comply with the following:

- a) *be located at the rear of the lot or above the commercial frontage so as not to limit the commercial potential of the property.*
- b) *the dwelling must occupy no more than 40% of the lot area."*

2.2 deleting part (ii) of Clause 4.2 and resubstituting with the following:

'(ii) the lot has a minimum lot area of 2,000 m²'.

2.3 inserting item (8.) within sub-clause 3.1.1, as follows:

'8. Mixed Use'

2.4 inserting the following within Table 2 – Site Requirements:

ZONE	MINIMUM SETBACKS FROM BOUNDARIES		
	FRONT	REAR	SIDE
Mixed Use	At the discretion of Council		

2.5 inserting a new Clause 4.12, as follows:

4.12 MIXED USE ZONE

4.12.1 Objectives

- a) to provide for a compatible mixture of residential development with small scale businesses in a primarily residential scale environment.*
- b) allow appropriate businesses to locate and develop in conjunction with residential uses.*
- c) provide an increase to the level of employment opportunities in the locality.*

4.12.2 *Site Requirements: See Table 2.*

4.12.3 *Development Requirements*

4.12.3.1 *Development shall not exceed 2 storeys in height except where the Council considers that particular circumstances may warrant an exception being made and provided such development will not affect local amenity and is consistent with the residential scale and amenity of the place."*

2.6 inserting the following permissible land uses against the 'Mixed Use' zone within Table 1:

Uses	Mixed Use
Aged or dependent persons dwelling	AA
Ancillary accommodation	AA
Caravan park	
Caretakers dwelling	AA
Civic building	AA
Club premises	
Consulting rooms	AA
Dry cleaning establishment	SA
Education establishment	
Fuel depot	
Grouped dwelling	P
Home occupation	SA

Uses	Mixed Use
Hotel	
Industry cottage	AA
Industry – extractive	
Industry – general	
Industry – light	
Industry – rural	
Industry – service	
Intensive agriculture	
Motel	SA
Motor vehicle repair	
Multiple dwelling	P
Office	P
Piggery	
Plant nursery	
Poultry farm	
Public amusement	
Public utility	AA
Public worship	AA
Residential building	AA
Restaurant	
Rural home business	
Rural pursuit	
Service station	
Shop	
Showroom	AA
Single house	P
Trade display	
Transient workforce accommodation	
Transport depot	
Tourist accommodation	SA
Tourist facilities	
Veterinary hospital	

2.7 inserting the a new item within Appendix No. 3 – Special Use zone, as follows:

NO	LAND PARTICULARS	PERMITTED USES	DEVELOPMENT STANDARDS/ CONDITIONS
2.	Location 440 (Reserve 19507) Caulfield Road, Morawa	<ul style="list-style-type: none"> • Aged or Dependant Persons Dwelling • Caretakers Dwelling • Residential Building • Transient Workforce Accommodation • Tourist Accommodation • Grouped Dwelling • Multiple Dwelling 	As determined by Council

2.8 inserting a new Part V as follows in the Scheme text and renumber subsequent parts accordingly:

"PART V – SPECIAL CONTROL AREAS

5.1 Operation of Special Control Areas

5.1.1 The following special control areas are shown on the Scheme Map:

- (a) Development Areas shown on the Scheme Map as DA with a number and included in Appendix 9.*

5.1.2 In respect of a special control area shown on a Scheme Map, the provisions applying to the special control area apply in addition to the provisions applying to any underlying zone or reserve and any general provisions of the Scheme.

5.2 Development Areas

5.2.1 Interpretation

In clause 5.2, unless the context otherwise requires:

'owner' means an owner or owners of land in the Development Area; and

'structure plan' means a structure plan that has come into effect in accordance with clause 5.2.12.1.

5.2.2 Purpose of Development Areas

5.2.2.1 The purposes of Development Areas are to:

- (a) identify areas requiring comprehensive planning; and*
- (b) coordinate subdivision and development in areas requiring comprehensive planning.*

5.2.2.2 Appendix 9 describes the Development Areas in detail and sets out the specific purposes and requirements that apply to the Development Areas.

5.2.3 Subdivision and Development in Development Areas

5.2.3.1 The development of land within a Development Area is to comply with Appendix 9.

5.2.3.2 The subdivision and development of land within a Development Area is to generally be in accordance with any structure plan that applies to that land.

5.2.4 Structure Plan Required

5.2.4.1 The local government is not to:

- (a) consider recommending subdivision; or*
- (b) approve development;*

of land within a Development Area unless there is a structure plan for the Development Area or for the relevant part of the Development Area.

5.2.4.2 Notwithstanding clause 5.2.4.1, a local government may recommend subdivision or approve the development of land within a Development Area prior to a structure plan coming into effect in relation to that land, if the local government is satisfied that this will not prejudice the specific purposes and requirements of the Development Area.

5.2.5 *Preparation of Proposed Structure Plans*

5.2.5.1 *A proposed structure plan may be prepared by:*

- (a) *the local government; or*
- (b) *an owner.*

5.2.5.2 *A proposed structure plan may be prepared for all, or part of, a Development Area.*

5.2.6 *Details of Proposed Structure Plan*

5.2.6.1 *A proposed structure plan should include the following details where deemed relevant:*

- (a) *a map showing the area to which the proposed structure plan is to apply;*
- (b) *landform and topography;*
- (c) *existing and proposed road systems and transport networks, including the standards of future roads;*
- (d) *location of commercial, community facilities and recreation areas, consistent with the projected needs of the locality;*
- (e) *proposed population and residential densities, where appropriate;*
- (f) *existing and proposed services;*
- (g) *staging of the development;*
- (h) *geotechnical suitability of the land for development;*
- (i) *natural features to be retained and public parklands;*
- (j) *urban water management and drainage considerations;*
- (k) *conservation and environmental considerations including, but not limited to, flora and fauna impacts, groundwater quality, pollution, watercourses;*
- (l) *sites and features of Aboriginal and European heritage value;*
- (m) *bush fire management and planning considerations;*
- (n) *any other information as shall be requested by the Council, including specific density coding designations;*
- (o) *a written report to explain the mapping and to address the following:*
 - (i) *the planning framework for the structure plan including any applicable regional or district structure plans, and any policies, strategies and scheme provisions which apply to the land, and any environmental conditions which apply under the Scheme;*
 - (ii) *the site analysis including reference to the matters listed above, and, in particular, the significance of the conservation, environmental and heritage values of the site;*

- (iii) *the context analysis including reference to the matters listed above;*
- (iv) *how planning for the Development Area is to be integrated with the surrounding land;*
- (v) *the design rationale for the proposed pattern of subdivision, land use and development;*
- (vi) *traffic management and safety;*
- (vii) *parkland provision and management;*
- (viii) *urban water management;*
- (ix) *proposals for public utilities including sewerage, water supply, drainage, gas, electricity and communication services;*
- (x) *the proposed method of implementation including any cost sharing arrangements and details of any staging of subdivision and development; and*
- (xi) *any other matter that is required for orderly and proper planning.*

5.2.6.2 *The maps referred to in clause 5.2.6.1 are to:*

- (a) *be drawn to a scale that clearly illustrates the details referred to in clause 5.2.6.1; and*
- (b) *include a north point, visual bar scale, key street names and a drawing title and number.*

5.2.6.3 *A proposed structure plan may, to the extent that it does not conflict with Scheme, impose a classification on the land included in it by reference to reserves, zones or the Residential Design Codes, and where the proposed structure plan becomes a structure plan, the local government is to have due regard to such reserves, zones or Residential Design Codes when recommending subdivision or approving development of land within a Development Area.*

5.2.6.4 *A proposed structure plan must, in the opinion of the local government, be consistent with orderly and proper planning.*

5.2.7 *Submission to Local Government and Commission*

5.2.7.1 *A proposed structure plan prepared by an owner is to be submitted to the local government.*

5.2.7.2 *Within seven days of preparing or receiving a proposed structure plan which proposes the subdivision of land, the local government is to forward a copy of the proposed structure plan to the Commission.*

5.2.7.3 *The Commission is to provide comments to the local government as to whether it is prepared to endorse the proposed structure plan with or without modifications.*

5.2.7.4 *The Commission must provide its comments to the local government within 30 days of receiving the proposed structure plan.*

5.2.8 Advertising of Structure Plan

5.2.8.1 *Within 60 days of preparing or receiving a proposed structure plan that conforms with clause 5.2.6.1 and complies with the Scheme (or such longer time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government), the local government is to:*

- a) *advertise, or require the owner who submitted the proposed structure plan to advertise, the proposed structure plan for public inspection in accordance with the advertising procedures outlined in clause 6.3.3, except that the submission period shall be extended to 60 days, to persons that are likely to be affected by the adoption of the proposed structure plan.*

5.2.9 Adoption of Proposed Structure Plan

5.2.9.1 *The local government is to consider all submissions received and within 60 days of the latest date specified in the notice or advertisement for the making of submissions is to:*

- (a) *adopt the proposed structure plan, with or without modifications; or*
- (b) *refuse to adopt the proposed structure plan and, where the proposed structure plan was submitted by an owner, give reasons for this to the owner.*

5.2.9.2 (a) *in making a determination under clause 5.2.9.1, the local government is to have due regard to the comments and advice received from the Commission in relation to the proposed structure plan.*

- (b) *if the Commission requires modifications to the proposed structure plan, the local government is to consult with the Commission prior to making a determination under clause 5.2.9.1.*

5.2.9.3 *If the local government, after consultation with the Commission, is of the opinion that a modification to the proposed structure plan is substantial, the local government may:*

- (a) *readvertise the proposed structure plan; or*
- (b) *require the owner who submitted the proposed structure plan to readvertise the proposed structure plan;*

and thereafter, the procedures set out in clause 5.2.8.1 onwards are to apply.

5.2.9.4 *If within the period referred to in clause 5.2.9.1, or such further time as may be agreed in writing between the owner who submitted the proposed structure plan and the local government, the local government has not made a determination under clause 5.2.9.1, the local government is deemed to have refused to adopt the proposed structure plan.*

5.2.10 Endorsement by Commission

5.2.10.1 *If the proposed structure plan proposes the subdivision of land, then within seven days of making its determination under clause 5.2.9.1, the local government is to forward the proposed structure plan to the Commission for its endorsement.*

- 5.2.10.2 *As soon as practicable after receiving the proposed structure plan, the Commission is to determine whether to endorse the proposed structure plan and notify the local government of its determination accordingly.*
- 5.2.11 *Notification of Structure Plan*
- 5.2.11.1 *As soon as practicable after adopting a proposed structure plan under clause 5.2.9.1 and if clause 5.2.10 applies, as soon as practicable after being notified of the Commission's decision under clause 5.2.10.2, the local government is to forward a copy of the structure plan to:*
- (a) *any public authority or person that the local government thinks fit;*
 - (b) *where the structure plan was submitted by an owner, to the owner.*
- 5.2.12 *Operation of Structure Plan*
- 5.2.12.1 *A structure plan comes into effect:*
- (a) *where the structure plan proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.10.2; or*
 - (b) *on the day on which it is adopted by the local government under clause 5.2.9.1 in all other cases.*
- 5.2.12.2 *If a provision of a structure plan is inconsistent with a provision of the Scheme, then the provision of the Scheme prevails to the extent of the inconsistency.*
- 5.2.13 *Inspection of Structure Plan*
- 5.2.13.1 *The structure plan and the Commission's notification under clause 5.2.10.3 is to be kept at the local government's administrative offices, and is to be made available for inspection by any member of the public during office hours.*
- 5.2.14 *Variation to Structure Plan*
- 5.2.14.1 *The local government may vary a structure plan:*
- (a) *by resolution if, in the opinion of the local government, the variation does not materially alter the intent of the structure plan;*
 - (b) *otherwise, in accordance with the procedures set out in clause 5.2.6 onwards.*
- 5.2.14.2 *If the local government varies a structure plan by resolution, and the variation does not propose the subdivision of land, the local government is to forward a copy of the variation to the Commission within 10 days of making the resolution.*
- 5.2.14.3 *If the local government varies a structure plan by resolution, and the variation proposes the subdivision of land, the local government is to forward a copy of the variation to the Commission within 10 days of making the resolution for its endorsement.*
- 5.2.14.4 *As soon as practicable after receiving the copy of the variation referred to in clause 5.2.14.3, the Commission is to determine whether to endorse the proposed variation.*

5.2.14.5 *The Commission is to notify the local government of its determination under clause 5.2.14.4.*

5.2.14.6 *A variation to a structure plan by resolution comes into effect:*

- (a) *where the variation proposes the subdivision of land, on the day on which it is endorsed by the Commission pursuant to clause 5.2.14.4; or*
- (b) *on the day on which the local government resolves to make the variation under clause 5.2.14.1 (a).*

2.9 inserting a new Appendix 9 – Development Areas with the following table inserted:

REF. NO.	AREA	PROVISIONS
DA 1	Lot 1 Evans Street, Lot 90 Valentine Street and Lots 91-94 Evans Street	<ol style="list-style-type: none"> 1. An approved Structure Plan together with all approved amendments shall apply to the land in order to guide subdivision and development. 2. Land uses classified on the Structure Plan apply in accordance with clause 5.2.6.3.

2.10 inserting 'transient workforce accommodation' as a 'permitted use' within item no. 1 of Appendix No. 3 – Special Use Zone, as follows:

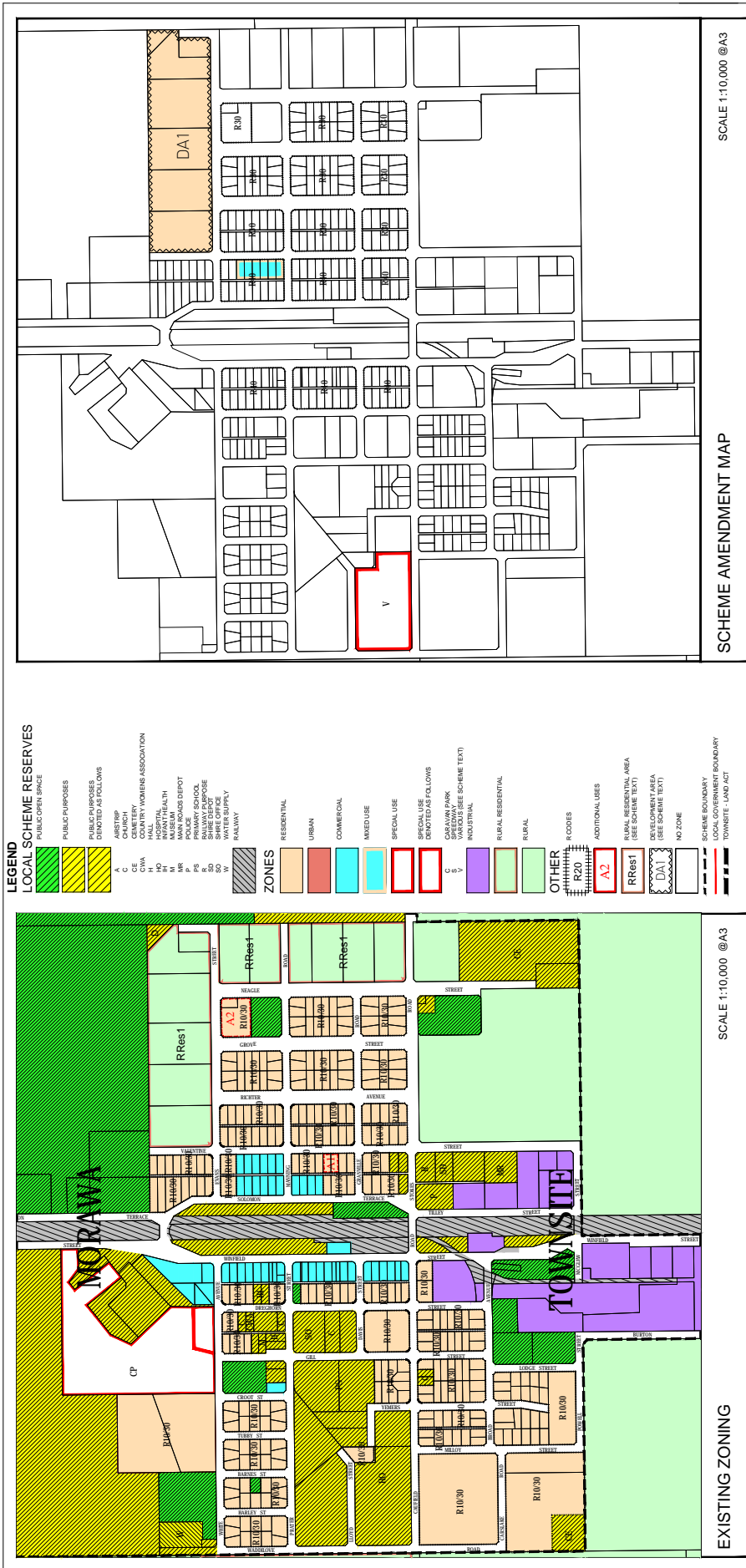
NO	LAND PARTICULARS	PERMITTED USES	DEVELOPMENT STANDARDS/ CONDITIONS
1.	Lot 425 Reserve 33537 White Avenue, Morawa	<ul style="list-style-type: none"> • Caravan Park • Transient Workforce Accommodation 	As determined by Council

2.11 deleting the 'X' symbol within Table 1 against the 'Transient Workforce Accommodation' use class within the 'Residential', 'Industrial' and 'Rural Residential' zone columns.

3. Authorises the Shire President and Chief Executive Officer to execute three (3) copies of the amendment documents in accordance with the Town Planning Regulations 1967 (as amended), including the fixing of the Council Seal; and
4. Forward three (3) copies of the adopted scheme amendment and associated documentation to the Western Australian Planning Commission for ministerial consent in accordance with the Town Planning Regulations 1967 (as amended).

Dated this _____ of _____ 20 _____

CHIEF EXECUTIVE OFFICER



LEGEND

LOCAL SCHEME RESERVES

PUBLIC OPEN SPACE

PUBLIC PURPOSES

PUBLIC PURPOSES DENOTED AS FOLLOWS

ARISTOP

CE

CTVA

HO

IN

IR

PS

SD

WV

RAILWAY

ZONES

RESIDENTIAL

URBAN

COMMERCIAL

MIXED USE

SPECIAL USE

SPECIAL USE DENOTED AS FOLLOWS

C

V

INDUSTRIAL

RURAL RESIDENTIAL

RURAL

OTHER

R20

A2

RR6S1

DA1

NO ZONE

SCHEME BOUNDARY

LOCAL GOVERNMENT BOUNDARY

TOWNSITE - LAND ACT

SCALE 1:10,000 @A3

SCALE 1:10,000 @A3

SCALE 1:10,000 @A3

ADOPTION

ADOPTED BY RESOLUTION OF THE SHIRE OF MORAWA AT THE ORDINARY MEETING OF THE COUNCIL HELD ON THE _____ DAY OF _____ 20____

SHIRE PRESIDENT _____

CHIEF EXECUTIVE OFFICER _____

FINAL APPROVAL

1. ADOPTED FOR THE APPROVAL OF THE SHIRE OF MORAWA AT THE ORDINARY MEETING OF COUNCIL HELD ON THE _____ DAY OF _____ 20____

THE COMMON SEAL OF THE SHIRE OF MORAWA WAS HEREUNTO AFFIXED BY AUTHORITY OF A RESOLUTION OF THE COUNCIL IN THE PRESENCE OF:

SHIRE PRESIDENT _____

CHIEF EXECUTIVE OFFICER _____

2. RECOMMENDED/ SUBMITTED FOR FINAL APPROVAL BY THE WESTERN AUSTRALIAN PLANNING COMMISSION

DELEGATED UNDER S.16 OF THE P&D ACT 2005 _____

DATE _____

3. FINAL APPROVAL GRANTED

MINISTER FOR PLANNING _____

DATE _____

SEAL

PLANNING AND DEVELOPMENT ACT 2005

SHIRE OF MORAWA

LOCAL PLANNING SCHEME NO.2

AMENDMENT NO.3

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ADOPTION

Adopted by resolution of the Council of the Shire of Morawa at the Meeting of the Council held on the on the ____ day of _____ 2013.

The Common Seal of the Shire of Morawa was hereunto affixed by authority of a resolution of the Council in the presence of:

SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

FINAL APPROVAL

Adopted for final approval by resolution of the Shire of Morawa at the Meeting of the Council held on the ____ day of _____ 2014 and the Common Seal of the Shire of Morawa was hereunto affixed by the authority of a resolution of the Council in the presence of:

SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

RECOMMENDED/SUBMITTED
FOR FINAL APPROVAL

DELEGATED UNDER S.16 OF PD ACT 2005

DATE

FINAL APPROVAL GRANTED

MINISTER FOR PLANNING AND
INFRASTRUCTURE

DATE

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Omnibus Scheme Amendment Schedule of Submissions

Submission	Submission Details	Response	Action
Department of Aboriginal Affairs	<ol style="list-style-type: none"> The new Part V of the Scheme relates to 'Special Control Areas'. DAA notes section 5.2.6.1(I) of the new Part V requests details on sites or features of Aboriginal significance. DAA believes that reference to DAA's Aboriginal Heritage Inquiry System would assist in identifying such features and sites. Alternatively, the Shire or the landowner could approach DAA for advice regarding the identification of sites and features of Aboriginal heritage value. The Shire or the landowner preparing a Structure Plan should also be aware that not all sites or features with Aboriginal heritage value are protected under the Aboriginal Heritage Act 1972 (AHA). As such, DAA suggests that this Department is contacted for advice should a site or feature with Aboriginal heritage value be identified during the preparation of a Structure Plan. With respect to the individual proposals associated with the Scheme, please be advised that a review of the Register of Aboriginal Sites indicates that none of the land areas associated with the proposals is within the boundary of a registered Aboriginal heritage site. While the entire town site of Morawa is within the boundary of DAA 5633 (Merkanooka Station, Morawa), this place is not one which is protected under the AHA. This place is said to have been the location where an Aboriginal stone axe was located by a local farmer in 1975. Insufficient information is available to map the exact location where this object was discovered. The Shire should be aware that this place has previously been assessed as one to which the AHA does not apply. Based on the information available, no approval will be required under the AHA for development activities associated with the Scheme. 	<ol style="list-style-type: none"> Noted. The proposed wording of 5.2.6.1 is standard wording generally accepted by the Department of Planning. The clause is sufficiently worded to require structure plans to investigate and have regard to sites and features of Aboriginal significance. It is not considered necessary to include reference to the Aboriginal Heritage Inquiry System as proponents will need to have regard to this information regardless. Noted. Noted. Noted. 	<p>No action necessary.</p> <p>No action necessary.</p> <p>No action necessary.</p> <p>No action necessary.</p>
Department of Fire & Emergency Services (DFES)	<ol style="list-style-type: none"> DFES request that the following condition is applied: <i>"That the proponent provide evidence that the requirements of the WAPC and the DFES publication "Planning for Bush Fire Protection" have been satisfied with respect to meeting the contained fire protection performance criteria, to the satisfaction of the WACP".</i> 	<ol style="list-style-type: none"> Noted. It is recommended that Clause 5.2.6.1 of the Omnibus Scheme Amendment be amended to include a provision relating to bushfire as recommended by DFES. 	<p>It is recommended that Clause 5.2.6.1 be amended accordingly.</p>
Department of Transport Geraldton Office	<p>Kindly note that the Integrated Transport Planning Directorate does not have any comments to provide on the proposal.</p>	<p>Noted.</p>	<p>No action necessary.</p>
Department of Agriculture and Food (DAFWA)	<p>DAFWA does not have any comments on the proposal as the proposed scheme amendment does not cover rural zoned land.</p>	<p>Noted.</p>	<p>No action necessary.</p>
Water Corporation	<p>The Water Corporation does not object to the amendment, however it is subject to the following advice;</p>	<p>Noted.</p> <p>Noted.</p>	<p>No action necessary.</p>

<p>Existing Water Scheme Summary</p> <ul style="list-style-type: none"> • The town of Morawa is located 370km north of Perth and has a total of 357 water services as of 2012. • The town's water is supplied from the Arrowsmith Scheme where the South Morawa Pump Station directs water from the main pipeline into a 2000kL tank in Morawa town. • Water from this tank is supplied via a booster pump station to the town's distribution network. The booster pump. <p>Recently completed: Arrowsmith Scheme water supply/transfer planning and identified projects</p> <ul style="list-style-type: none"> • This planning includes the transfer mains and pump stations to the Morawa Tank Site and the Storage at the Morawa Tank Site. Additional storage will be required at the Morawa Tank Site as the demand increases. The increased storage shall be staged as demand requires. • The existing DN150AC transfer main from the off take at the Perenjori Booster PS to the Morawa Town Tank Site (approx. 5km) is required to be replaced by a 200DN in the near future. The timing to deliver this project is currently under a project priority review, but is generally understood to be imminent. The route for the 200DN has not yet been determined, it may not follow the same route as the existing DN150AC along Winfield St and White Av to the existing Tank Site. <p>Not yet completed: Morawa Town Site water distribution and reticulation scheme planning.</p> <ul style="list-style-type: none"> • This includes all the reticulation/distribution mains downstream of the tank and the booster pump station which supplies the town with its pressure. • Until formal distribution and conveyance planning is completed, the water corporation shall consider the connection point and what upgrades may be required to serve the proposed rezoned development areas when there is certainty on when the areas are to be developed. This will be either at a local structure plan, subdivision or building proposal stage. • In general, existing areas which are currently served from DN100 mains and rezoned to an increased density may require mains to upgrade to DN150. • Fire services that are required for building developments by FESA are required to be connected to DN150 size reticulation. Upgrades to the existing reticulation may be required in areas with reticulation less than DN150. <p>The water reticulation located within the rear access ways on the east side of town (DN100) may require relocation for the reasons provided</p>	<p>Noted. As growth and development occurs within the Shire, the Water Corporation will be responsible for increasing the capacity of the water supply.</p> <p>Noted. The Shire supports the upgrade of the transfer main and welcomes the opportunity to liaise with Water Corporation regarding the route planning of the pipe.</p> <p>Noted. These issues would be addressed at subdivision / development stage.</p> <p>Noted. These issues would be addressed at subdivision / development stage.</p>	
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	<p>in the points below. Should the mains require relocation, meters servicing existing properties shall be relocated to the front of the house, and hence would also require internal plumbing to be re-laid.</p> <ul style="list-style-type: none"> • Upgrading the mains to facilitate demand due to rezoning. • Meet the Corporations preferred requirements, including located in road reserves and access to water meters at the front of properties. • Meet FESA requirements including access to fire hydrants. <p>LandCorp LIA Subdivision Lot 10781 Morawa-Yalgoo Rd and Wubin-Mullewa Rd</p> <p>For your additional information a recent review of how to provide a water service to this development concluded that a tank and booster pump station was required in order to provide sufficient pressure.</p> <p>Service Utility Protection and Coordination</p> <p>The Corporation advise that existing road reserves and new road reserves being developed shall consider the protection of existing services, location of new planned mains or potential upgrades required to existing mains to meet future demand early in the planning/design of projects.</p> <p>All the advice provided by the Corporation is subject to annual and ongoing reviews and may change depending on;</p> <ul style="list-style-type: none"> • Timing of development in Geraldton and more specifically north of Chapman River; • Water Corporation Wastewater and Water Planning Reviews • Annual project prioritization review of the Corporations Capital Investment Program (CIP). <p>If development has not proceeded within the next 6 months, the proponent is required to contact the Corporation to confirm if the information is still valid.</p>	<p>Noted.</p> <p>Noted. The design and location of new roads would be addressed as part of the preparation of any future structure plans and/or subdivision applications.</p> <p>Noted.</p> <p>Noted.</p>	
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<i>Date of Meeting:</i>	17 April 2014
<i>Item No:</i>	7.2.4.2
<i>Subject:</i>	Proposed Draft Local Planning Policy Morawa Town Centre Urban Design Guidelines
<i>Date & Author:</i>	10 April 2014, John Elliot (Project Officer)
<i>Applicant/ Proponent:</i>	Shire of Morawa
<i>File Number:</i>	
<i>Previous Minute/s and Reference:</i>	Shire of Morawa Council Meeting Minutes 15th August 2013

SUMMARY

The purpose of this report is for Council to consider adoption of the Morawa Town Centre Design Guidelines as a draft Local Planning Policy and consent to the initiation of public advertising in accordance with the Shire of Morawa Town Planning Scheme No 2.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

Attachment 1 – Draft Morawa Town Centre Design Guidelines

BACKGROUND INFORMATION

The Shire of Morawa was successful in gaining funding to prepare Morawa Town Centre Design Guidelines to assist in the future planning and development of the Morawa town centre area.

The Shire of Morawa appointed TPG Town Planning Urban Design & Heritage as a consultant to prepare the Design Guidelines. Since such time, Shire officers have worked closely with TPG in the preparation of a document which puts all the requirements of the planning requirements into a format that business owners, developers and Shire of Morawa staff can use to design future buildings expected to be developed with the town centre.

To accord with Royalty for Regions objectives the Morawa Town Centre Design Guidelines have been designed to assist in:

1. Development of the Shire of Morawa's capacity in terms of ability to properly plan for future commercial and mixed use development in the town centre.
2. Appropriately control development, ensuring compatible land uses are located together and to facilitate the orderly and proper planning of the locality.
3. Promote further commercial uses to develop in the town centre through guidelines outlining the Shire of Morawa's Council planning directives.
4. Promote revitalisation in turn attracting a wider range of activity and utilisation of the Morawa Town Centre.

The guidelines have been prepared in order to comply with strategies and recommendations of the Morawa SuperTown Growth and Implementation Plan.

OFFICER'S COMMENT

The draft guidelines have been structured into various sections, identifying the commercial and mixed use needs of the town centre and best practice guidelines on how to develop and buildings.

Key design areas covered by the guidelines include:

1. Height, Scale and Form
2. Facades
3. Enhancement contribution Scheme
4. Awnings and Verandas
5. Spacial Design
6. Parking and Site Access
7. Mixed Use Development

The aim of the guidelines is to provide for open shopfront commercial development, providing opportunities for residential mixed use on a second floor or behind commercial buildings fronting Winfield Street and Solomon Terrace.

The document also caters for mixed use activities on Valentine Street ensuring a built form that merges with the adjacent residential zoned land.

It is proposed to adopt the Morawa Town Centre Design Guidelines as a Local Planning Policy under the Shire of Morawa Town Planning Scheme No 2. Business owners and developers will be required to design and renovate buildings located within the Town Centre Commercial and Mixed Use zoned areas in accordance with the design guidelines as it will form part of the local planning framework.

COMMUNITY CONSULTATION

The Shire of Morawa in collaboration with the project consultants has completed a range of public consultation including public meeting and workshops to gain community and business input.

Further public comment will be initiated as part of the formal public consultation period associated with adoption of the design guidelines as a planning policy.

COUNCILLOR CONSULTATION

Shire of Morawa Councillors have been involved in a range of presentation and workshops associated with the preparation of the Morawa Town Centre Design Guidelines.

STATUTORY ENVIRONMENT

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Shire has received a total of \$55,000 grant agreement via the Department of Planning's Northern Planning Projects funding scheme. This grant will cover the entire cost associated with the preparation and adoption of the Design Guidelines as a planning policy.

STRATEGIC IMPLICATIONS

The Morawa Town Centre Design Guidelines is identified as a key planning project identified and to be implemented within the Shire of Morawa SuperTown Growth and Implementation Plan.

RISK MANAGEMENT

The adoption of the Morawa Town Centre Design Guidelines as a Local Planning Policy will only become operative following completion of the process detailed in section 8.6.2 of the Shire of Morawa Town Planning Scheme No 2.

A Policy shall become operative only after the following procedures have been completed:

- a) The Council having prepared and adopted a draft Policy shall publish a notice once a week for two consecutive weeks in a local newspaper circulating within the Scheme Area giving details of where the draft Policy may be inspected, and in what form and during what period (being not less than 21 days) submissions may be made.*
- b) Policies which the Council considers may be inconsistent with other provisions of the Scheme or with State and regional planning policies are to be submitted to the Commission for consideration and advice.*
- c) The Council shall review the draft Policy in the light of any submissions made and advice received and shall then resolve either to finally adopt the draft Policy with or without modification, or not to proceed with the draft Policy.*
- d) Following final adoption of a Policy, notification of the final adoption shall be published once in a newspaper circulating within the Scheme Area.*

The adoption of the Morawa Town Centre Design Guidelines as a local Planning Policy will conform to this process.

VOTING REQUIREMENT:

Simple majority.

OFFICER'S RECOMMENDATION

That Council, in accordance with Clause 8.6 of the Shire of Morawa Town Planning Scheme No. 2:

- 1) **Adopt the Morawa Town Centre Design Guidelines as a draft Local Planning Policy.**
- 2) **Publish a notice once a week for two consecutive weeks in a local newspaper circulating within the Scheme Area giving details of where the draft Policy may be inspected, and in what form and during what period (being not less than 21 days) submissions may be made.**
- 3) **Upon completion of the public advertising period, consider any submissions received and review the policy where necessary for Councils further consideration.**

7.2.5 Deputy Chief Executive officer

Date of Meeting:	9 April 2014
Item No:	7.2.5.1
Subject:	Agreement to Perform Works Level Crossing upgrade Brookfield Rail -Shire of Morawa
Date & Author:	27 February 2014 David Williams
Responsible Officer:	David Williams Deputy Chief Executive Officer
Applicant/Proponent:	David Williams
Previous minute/s & Reference:	March 2013

SUMMARY

The purpose of this report is for Council to authorise:

- i) That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Morawa authorised by the Chief Executive Officer from time to time is authorised to sign the Agreement to Perform Works for the Level Crossing upgrade between Brookfield Rail and the Shire of Morawa at the station building crossing.
- ii) To approve the affixation of the Common Seal of the Shire of Morawa to the said agreement in the presence of the Mayor or President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Morawa authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Agreement to Perform Works Level Crossing upgrade, Brookfield Rail -Shire of Morawa

BACKGROUND INFORMATION

The Shire of Morawa is responsible for the existing pedestrian crossing at the station building in the middle of town.

PTA/Brookfield Rail have identified as one of the conditions for the road realignment project that there will need for an upgrade of the Pedestrian crossing at the old station building to

facilitate safer pedestrian crossings. Work is expected to commence in late April 2014 and completed by June 2014.

OFFICER'S COMMENT

The agreement provides a framework, within which the parties commit to co-operatively managing the identified safety risks, describes the responsibilities of the parties relating to the agreement, provides the mechanism to jointly manage the construction of the pedestrian crossing and requires authorised signatories to bind the agreement.

The local Government Act 1995, *section 9.49A (4) provides* Council may by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

COMMUNITY CONSULTATION

Previously carried out with report to Council in March 2013

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

The Local Government Act 1995 section 9.49A

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The cost of the construction has been provided for in the budget for the Morawa Supertowns road realignment project. Value of the construction is \$140.910

STRATEGIC IMPLICATIONS

There benefit to the Shire of Morawa is having the crossing brought up to a safe standard providing the Shire of Morawa community a safer crossing path across the rail line from one side of town to the other.

RISK MANAGEMENT

The purpose of the agreement is to provide a mechanism of communication to reduce risks associated with the construction of the pedestrian crossing operations providing safer access and egress for the community.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

It is recommended:-

Council approve;

- i) That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Morawa authorised by the Chief Executive Officer from time to time is authorised to sign the Agreement to Perform Works for the Level Crossing upgrade between Brookfield Rail and the Shire of Morawa at the station building crossing.
- ii) Approve the affixation of the Common Seal of the Shire of Morawa to the said agreement in the presence of the Mayor or President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Morawa authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal.
- iii) That *The Local Government Act 1995 Section 9.49* is complied with when signing the documents and applying the seal.

Agreement to Perform Works -
Level Crossing Upgrade (Morawa)

Brookfield Rail Pty Ltd
ABN 42 094 721 301

Shire of Morawa
ABN 95 047 014 897

Table of contents

- 1. Definitions and Interpretation4
- 2. Works 11
- 3. Customer Land 13
- 4. Agents and Contractors 13
- 5. Protection of People and Property 13
- 6. Safety Planning 14
- 7. Environmental Protection 14
- 8. Representatives 14
- 9. Fee 15
- 10. Goods and Services Tax..... 16
- 11. Intellectual Property 17
- 12. Confidentiality 17
- 13. Insurance 19
- 14. Indemnities and Limitation of Liability..... 19
- 15. Force Majeure.....22
- 16. Termination.....24
- 17. Resolution of disputes.....26
- 18. Notices.....27
- 19. Costs and expenses28
- 20. Governing law and Jurisdiction29
- 21. General.....29
- SCHEDULE 1 – Scope of Works32
- SCHEDULE 2 – Works Programme34
- SCHEDULE 3 – Fees34

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Agreement** means this document, including any schedule or annexure to it.
- (2) **BR Land** means any area of land owned, occupied, leased or otherwise controlled by BR or any of its Related Bodies Corporate, including land gazetted as rail corridor.
- (3) **BR Indemnified Party** means:
 - (a) BR and its Personnel; and
 - (b) each Related Body Corporate of BR and their Personnel.
- (4) **BR's Network Rules** means the WestNet Rules and the Appendix to the WestNet Rules issued in accordance with BR's safety management plan approved under section 59 of the Rail Safety Act together with any amendments, deletions or additions made in accordance with the safety management plan and all policies and notices issued by BR for the purpose of ensuring the safe use of the Network.
- (5) **Business Day** means a day on which banks are open for general banking business in Perth, Western Australia excluding a Saturday, Sunday or gazetted public or bank holiday in Perth, Western Australia.
- (6) **Claim** means any claim, demand, action, proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under Law or any other basis.
- (7) **Completion** is that stage in the carrying out and completion of the Works when:
 - (a) the Works are complete except for minor Defects:
 - (i) that do not prevent the Works from being reasonably capable of being used for their Stated Purpose; and
 - (ii) the rectification of which will not prejudice the convenient use of the Works; and
 - (b) those tests which are required by this Agreement to be carried out and passed before the Works reach Completion have been carried out and passed.
- (8) **Completion Date** means the earlier of:
 - (a) the Confirmation Date; or
 - (b) the date on which Completion is deemed to occur under clause 2.2(3) or clause 2.2(4)(a).
- (9) **Confidential Information** means, in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any

information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:

- (a) is by its nature confidential;
- (b) is stated in this Agreement to be confidential;
- (c) is designated by the disclosing party as being confidential; or
- (d) the receiving party knows, or ought to know is confidential,

and excludes information which:

- (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it, as permitted in this Agreement;
- (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
- (g) has been independently developed or acquired by the receiving party.

(10) **Confirmation Date** means the date on which the Confirmation Notice is issued under clause 2.2(2)(a).

(11) **Consequential Loss** means any indirect or consequential loss, including any loss of or damage to any product carried in or on any Train, loss of contract, loss of profit, economic loss (except to the limited extent set out below in this definition), loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, loss of revenue, any port, shipping or demurrage costs or fees, or any special or consequential loss or damage (except to the limited extent set out below in this definition), howsoever arising and whether in any action in contract, tort (including negligence), in equity, product liability, under Law or any other basis but does not include:

- (a) any loss of or damage to any real or personal property (including rolling stock);
- (b) in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims;
- (c) the Customer's liability to pay BR any amount expressly provided for in this Agreement; or
- (d) any loss, damage or cost arising out of or in connection with fraud or Wilful Default.

(12) **Corporations Act** means the Corporations Act 2001 (Cth).

(13) **Customer Land** means any area of land owned, occupied, leased or otherwise controlled by the Customer or any of its Related Bodies Corporate.

(14) **Customer Indemnified Party** means

- (a) the Customer and its Personnel; and

- (b) each Related Body Corporate of the Customer and their Personnel.
- (15) **Default Rate** means at a relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 5% per annum.
- (16) **Defect** means:
- (a) a fault in workmanship on the part of BR or any subcontractor employed by BR;
 - (b) a material departure from the Scope of Works; or
 - (c) any defect, fault, deficiency or omission in the Works or any part or parts of the Works.
- (17) **Direct Termination Costs** means all Liabilities which are reasonably and actually incurred by BR in connection with the termination of this Agreement, including the Liabilities incurred by BR:
- (a) in the expectation of completing its obligations under this Agreement including the cost of any materials procured by BR in relation to the Works and including any Liability which BR is obliged to pay to third parties;
 - (b) in terminating the contracts between BR and suppliers of those materials which are required to undertake the Works;
 - (c) in terminating the contracts between BR and any subcontractor engaged to undertake a portion of the Works;
 - (d) in making good the Track to ensure that it is left in a safe and proper state;
 - (e) in demobilising the Site; and
 - (f) in restoring the Site to its original state.
- (18) **Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.
- (19) **Due Date for Completion** means 2 June 2014 or as agreed between the parties and as adjusted in accordance with clause 2.1.
- (20) **Fee** means the cost of undertaking the Works as set out in Schedule 3.
- (21) **Force Majeure** means any cause, event or circumstance (or combination of causes, events and circumstances) which:
- (a) is beyond the reasonable control of the party claiming force majeure;
 - (b) prevents the affected party from performing its obligations under this Agreement; and
 - (c) cannot be prevented, overcome or remedied by the exercise by the party affected of a reasonable standard of care and diligence,

including the following causes, events and circumstances:

- (d) an act of God, lightning, storm, flood, fire, bushfire, earthquake or explosion, cyclone, tidal wave, landslide, adverse weather or excessive heat (including speed restrictions due to the impact of heat or other atmospheric conditions);
- (e) any statewide or nationwide industrial dispute not caused by or contributed to by the party claiming force majeure;
- (f) an act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic;
- (g) the effect of any applicable Laws or enforcement actions of any court or Government Agency which occur after the date of this Agreement and which could not reasonably have been foreseen by the party claiming force majeure;

but excluding:

- (h) lack of funds;
 - (i) financial hardship;
 - (j) loss of customers or loss of market share;
 - (k) the failure of, or the breakdown of or other damage to plant, machinery or infrastructure other than as a direct result of a cause, event or circumstance set out in paragraphs (d) or (f); or
 - (l) industrial disputes other than statewide or nationwide industrial disputes.
- (22) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.
- (23) **GST** means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
- (24) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes other GST related legislation.
- (25) **Insolvency Event** means the occurrence of any of the following events:
- (a) a judgment in an amount exceeding \$10,000,000 is obtained against a party or any distress, attachment, execution or other process of a Government Agency in an amount exceeding \$10,000,000 is issued against, levied or enforced on any of the assets of a party and is not set aside or satisfied within 28 Business Days or appealed against within the period permitted by the rules of the relevant court;
 - (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act;
 - (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;

- (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;
 - (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within 10 Business Days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
 - (f) the party is deregistered, or steps are taken to deregister the party, under the Corporations Act;
 - (g) the party ceases, or threatens to cease, to carry on business; or
 - (h) any event analogous or having a substantially similar effect to any of the events described above happens in connection with that party.
- (26) **Intellectual Property** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know-how, confidential information, processes, concepts, plant breeders rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.
- (27) **Law** means:
- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
 - (b) legislation of any other jurisdiction with which the relevant Party must comply;
 - (c) any law or legal requirement at common law or in equity;
 - (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
 - (e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.
- (28) **Level Crossing** means the level crossing located between the 332km and 333km points on the Avon Yard to Mullewa line section of the Network in Morawa that is to be upgraded in accordance with the Scope of Works.
- (29) **Liability** means:
- (a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and
 - (b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,

and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.

- (30) **Month** means a calendar month.
- (31) **Network** means that part of the railway network and associated infrastructure in Western Australia owned or controlled by BR or any of its Related Bodies Corporate and any other railway network and associated infrastructure controlled by BR and notified to the Customer from time to time.
- (32) **Personnel** of a party, means that party's officers, employees, agents, principals, contractors and subcontractors.
- (33) **Railway Infrastructure** means facilities used in connection with the operation of a railway, including:
- (a) railway track, ballast, sleepers, associated track structures, over or under track structures, supports (including supports for equipment or items associated with the use of a railway);
 - (b) tunnels, bridges, viaducts, culverts, pipes, conduits and drains;
 - (c) stations and platforms;
 - (d) train control systems, signalling systems and communication systems;
 - (e) electric traction infrastructure;
 - (f) buildings and workshops; and
 - (g) associated plant machinery and equipment.
- (34) **Related Body Corporate** has the meaning given to that expression in the *Corporations Act 2001 (Cth)*.
- (35) **Scope of Works** means the scope of works set out in Schedule 1.
- (36) **Site** means the site on which the Works are to be carried out, which may include BR Land, Customer Land and land owned by a third party.
- (37) **Stated Purpose** means to upgrade the Level Crossing.
- (38) **Track** means that part of the Network where the Works are to be performed.
- (39) **Wilful Default** means any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omissions.
- (40) **Works** means the track and civil works described in the Scope of Works provided in Schedule 1.
- (41) **Works Programme** means the program for the Works set out in Schedule 2, as updated or otherwise amended by BR from time to time in accordance with clause 2.1.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (1) singular words will also have their plural meaning and vice versa;
- (2) a reference to one gender includes all genders;
- (3) a reference to a person includes a natural person, firm, body corporate, partnership, joint venture, unincorporated association and Government Agencies;
- (4) an obligation, liability, representation or warranty:
 - (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of 2 or more persons binds them jointly and severally;
- (5) a reference to a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) a reference to the consent of a party means the prior written consent of that party;
- (7) headings are for convenient reference only and do not affect the interpretation of this Agreement;
- (8) a reference to a clause, annexure or a schedule is a reference to a clause, annexure or a schedule of this Agreement;
- (9) a thing (including any amount) is a reference to the whole and each part of it;
- (10) where any party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (11) a reference to any Law includes:
 - (a) that Law as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Law;
 - (c) another regulation or other statutory instrument made or issued under that Law; and
 - (d) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (12) a reference to a clause, schedule, agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (13) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;

- (14) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (15) a reference to "including" or "includes" must be construed without limitation;
- (16) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (17) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (18) a reference to termination of this Agreement includes the expiry of the term of this Agreement; and
- (19) where a word or expression is defined, cognate words and expressions will be construed accordingly.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2. Works

2.1 Obligation to carry out the Works

- (1) BR must use all reasonable endeavours to procure that the Works are completed:
 - (a) with due care and skill, to a standard reasonably expected of a diligent constructor of rail infrastructure; and
 - (b) subject to clause 2.1(4):
 - (i) in accordance with the Works Programme;
 - (ii) such that the Works are fit for the Stated Purpose; and
 - (iii) by the Due Date for Completion.
- (2) If, as a consequence of:
 - (a) any act or omission of any Customer Indemnified Party;
 - (b) a breach of the Customer's obligations under this Agreement; or
 - (c) any Force Majeure,

BR is delayed in completing the Works, then:

- (d) the Works Programme (and any milestones contained therein) and the Due Date for Completion will be extended by the same period of time as the period of delay encountered by BR; and
- (e) if required, as soon as practicable, the parties acting reasonably, will meet to renegotiate the Fee,

and this Agreement will be varied accordingly.

- (3) Nothing in clause 2.1(1)(b) prevents BR from completing the Works earlier than the Due Date for Completion if possible.
- (4) Where BR has complied with its obligations under clause 2.1(1)(b)(ii), BR will have no Liability for any delay in the Completion of the Works.
- (5) The parties acknowledge and agree that BR is not liable to pay any penalty, liquidated sums or damages for any delay in Completion of the Works.

2.2 Completion of the Works

- (1) When BR considers that the Works have achieved Completion, BR must notify the Customer in writing (**Completion Notice**).
- (2) Within 10 Business Days of a Completion Notice being given by BR under clause 2.2(1) (**Confirmation Period**), the Customer must inspect the Works and, within the Confirmation Period, advise in writing whether the Customer (acting reasonably):
 - (a) is satisfied that the Works have achieved Completion (**Confirmation Notice**); or
 - (b) is not satisfied that the Works have achieved Completion and must set out in detail the reasons why it considers the Works have not achieved Completion (**Refusal Reasons**).
- (3) If the Customer:
 - (a) does not provide BR with Refusal Reasons;
 - (b) fails to provide a Confirmation Notice; or
 - (c) does not inspect the Works,within the Confirmation Period, the Works will be deemed to have achieved Completion on the date which is the last day of the Confirmation Period.
- (4) If applicable, BR will consider the Refusal Reasons and:
 - (a) if BR agrees with the Refusal Reasons (or part thereof):
 - (i) BR will, as soon as is reasonably practicable, modify the Works, in a manner determined by BR in its absolute discretion to address the Refusal Reasons (or part thereof) (**Modified Works**);

- (ii) upon completion of the Modified Works, BR will provide a new Completion Notice to the Customer, in accordance with clause 2.2(1); and
 - (iii) the process set out in clauses 2.2(2) and 2.2(3) will apply in respect of the Modified Works.
- (b) if BR disagrees with the Refusal Reasons (or part thereof), BR must notify the Customer in writing of this fact and refer the matter for dispute resolution in accordance with clause 17.

2.3 Title

Title to all Railway Infrastructure included in the Level Crossing remains at all times with BR.

3. Customer Land

- (1) The Customer must, where the Site is not wholly situated on BR Land, make the Site (or the relevant part thereof), or arrange for the Site (or the relevant part thereof) to be made available to BR as reasonably required to enable BR to perform the Works, including any Modified Works.
- (2) BR must as soon as practicable following the Completion Date, remove all debris and leftover materials from the Customer Land and must leave the Customer Land in a clean and tidy condition.

4. Agents and Contractors

- (1) BR may appoint or engage any third party as its agent or contractor in relation to the exercise of any rights or the performance of any obligations under this Agreement (including the performance of any part of, or the whole of the Works).
- (2) The appointment of a third party as agent or contractor in accordance with clause 4(1) does not operate to relieve BR of any of its obligations or liabilities under this Agreement and BR is liable to the Customer as if the acts and omissions of any agent or contractor it appoints or engages were its own acts or omissions.

5. Protection of People and Property

- (1) Insofar as compliance with all other requirements of this Agreement permits, BR must, in undertaking the Works:
 - (a) provide all things and take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance and other pollution.
- (2) Without limiting the generality of BR's obligations under this clause 5, such obligations may include the provision of barricades, guards, fencing, temporary roads, footpaths,

warning signs, lighting, watching, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.

- (3) BR is not liable to the Customer for any Claim relating to any noise, disturbance or other pollution emanating from any location other than BR Land to the extent that the noise, disturbance or other pollution is the unavoidable consequence of carrying out the Works.
- (4) The Customer indemnifies each BR Indemnified Party from all Claims suffered or incurred by a BR Indemnified Party arising out of or in connection with any Claim by a third party relating to any noise, disturbance or other pollution emanating from any location other than BR Land, which is the unavoidable consequence of carrying out the Works.
- (5) BR indemnifies the Customer Indemnified Party from all Claims suffered or incurred by a Customer Indemnified Party arising out of or in connection with any Claim by a third party relating to any noise, disturbance or other pollution emanating from any location which is an avoidable consequence of carrying out the Works.

6. Safety Planning

- (1) All Works will be carried out in accordance with the following documents:
 - (a) BR's Network Rules; and
 - (b) the "Narrow Gauge Mainline Code of Practice – Track and Civil Infrastructure",copies of each of which will be provided to the Customer on request.
- (2) Prior to the commencement of the Works, BR and the Customer will agree the rules and procedures in respect of occupational health and safety that BR shall comply with when performing the Works on Customer Land, where applicable.

7. Environmental Protection

BR must comply with statutory regulations of governmental bodies having jurisdiction over the Site in respect of the discharge into the atmosphere of smoke, dust or other contaminants or the creation of undue noise.

8. Representatives

- (1) The parties must each appoint a representative (**Representative**), who will be the authorised representative of that party and notify the other party in writing of the name of its Representative.
- (2) Other representatives whom the parties may reasonably require may attend meetings between the Representatives.
- (3) Each party must promptly notify the other in writing of any change of its Representative.

- (4) The parties may agree to meet, including via telephone or video-conference facilities, as reasonably required to discuss the Works, at a time agreed by the parties.

9. Fee

9.1 Payment

- (1) BR must invoice the Customer for the Fee at the times and in the manner specified in Schedule 3.
- (2) The Customer must pay the amount specified in each invoice issued by BR within 10 Business Days of the date of receipt of that invoice.
- (3) All payments by the Customer under this Agreement must be made to BR or to any other person nominated by BR:
 - (a) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;
 - (b) at the place and in the manner reasonably required by BR; and
 - (c) no later than 5 pm local time in the place where payment is to be made.
- (4) If the Customer is compelled by Law to make a deduction or withholding from any payment, the Customer must promptly pay to BR the additional amount necessary so that the net amount received by BR equals the full amount which would have been received by BR if no deduction or withholding had been made.
- (5) BR does not need to make a demand for payment of any amount required to be paid by the Customer under this Agreement unless required by Law.
- (6) If:
 - (a) BR in any notice requesting payment for any amount; or
 - (b) this Agreement,does not specify when a payment is due, it is due within 10 Business Days after BR gives notice requesting payment.

9.2 Disputes regarding amounts payable under this Agreement

The parties acknowledge and agree that if the Customer does not agree with any amount set out in an invoice issued pursuant to this Agreement, the Customer must:

- (1) pay the amount that is not in dispute within the time required for payment;
- (2) within the time required for payment refer the dispute in respect of the disputed amount for resolution in accordance with clause 17; and
- (3) if the resolution of the dispute determines that the Customer must pay an amount to BR, the Customer must pay that amount upon resolution of that dispute.

9.3 Interest on overdue amounts

- (1) The Customer must pay interest on any amounts due to BR under this Agreement (including all amounts properly included in an invoice) which are not paid by the Customer when due (**Overdue Amounts**).
- (2) Interest will accrue daily at the rate calculated in accordance with the following formula:
$$I = D/365 \times O$$
where:
D = the Default Rate
O = the Overdue Amount
- (3) Interest will be calculated from and including the day on which the Overdue Amount first becomes due and payable until but excluding the day on which the Overdue Amount is paid by the Customer.
- (4) Interest must be paid by the Customer on demand from BR.
- (5) If a disputed item is subsequently resolved in a party's favour, the amount of that item will be deemed to have accrued interest on the terms set out in this clause 9.3.

10. Goods and Services Tax

- (1) Except where the context suggests otherwise, terms used in this clause 10 have the meanings ascribed to those terms by the GST Act.
- (2) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 10.
- (3) Unless otherwise expressly stated, the Fee and all other amounts stated as due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 10.
- (4) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (5) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (6) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.
- (7) Any additional amount referred to in clause 10(6) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the

Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.

- (8) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.
- (9) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST) varies from the additional amount paid by the Recipient under clause 10(6) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this clause 10(9)) then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the Recipient. Any amount payable under this clause 10(9) must be paid no later than 10 Business Days after the Supplier provides an adjustment note to the other party.

11. Intellectual Property

- (1) Nothing in this Agreement affects the ownership of either party's Intellectual Property, which exists prior to this Agreement.
- (2) Intellectual Property created in the performance of the Works vests, as between the Customer and BR, in BR.

12. Confidentiality

12.1 Acknowledgment of confidentiality

Each party acknowledges that the terms of this Agreement and all information provided by one party to the other under this Agreement are secret and must be treated as confidential. Any Confidential Information provided by a party to the other remains the property of the party providing it.

12.2 Confidentiality obligations

- (1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.
- (2) A party must not, without the prior written consent of the other party:
 - (a) use Confidential Information other than as necessary for the performance of this Agreement; or
 - (b) other than as permitted under clause 12.3, disclose Confidential Information.

12.3 Exceptions

- (1) Subject to compliance with clauses 12.3(2) and 12.3(3), a party may disclose Confidential Information of the other party:
 - (a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (b) if required by Law, or the rules of any stock exchange or any Government Agency;
 - (c) as required or permitted by this Agreement;
 - (d) to a ratings agency;
 - (e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (f) to enable a party to perform its obligations under or in connection with this Agreement;
 - (g) in relation to the enforcement of its rights under or in connection with this Agreement;
 - (h) to a party's Related Bodies Corporate and its and their respective Personnel;
 - (i) to its Personnel to enable a party to perform its obligations under this Agreement or make or defend any Claim under this Agreement;
 - (j) in any proceeding arising out of or in connection with this Agreement; or
 - (k) with the prior written consent of the other party (such consent not to be unreasonably withheld).
- (2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the party disclosing the Confidential Information must:
 - (a) otherwise keep the Confidential Information confidential; and
 - (b) ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 12.
- (3) Before making any disclosure pursuant to clause 12.3(1) a party must, if reasonably practicable:
 - (a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

13. Insurance

13.1 BR's Public and product liability insurance

At all times during the Term of this Agreement, BR must effect and maintain a public and product liability insurance policy which:

- (1) is taken out with an insurer of at least Standard & Poors A rating or comparable; and
- (2) provides for a minimum public liability insurance cover of \$1 million for each and every occurrence and a minimum product liability insurance cover of \$1 million for each and every occurrence.

13.2 Customer's Public and product liability insurance

At all times during the Term of this Agreement, the Customer must effect and maintain a public and product liability insurance policy which:

- (1) is taken out with an insurer of at least Standard & Poors A rating or comparable; and
- (2) provide for a minimum public liability insurance cover of \$1 million for each and every occurrence and a minimum product liability insurance cover of \$1 million for each and every occurrence.

13.3 Evidence of insurances

Each party must, when reasonably requested by the other party, deliver copies of the certificates of currency for each insurance policy required to be taken out by it under this clause 13.

14. Indemnities and Limitation of Liability

14.1 Indemnity by BR

Subject to the other provisions of this clause 14, BR must promptly on demand, indemnify and keep indemnified each Customer Indemnified Party from and against all Claims and Liabilities in respect of:

- (1) the death of or injury to any person; and
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) a breach or non-performance of any of the obligations of BR under this Agreement;
- (4) any negligent act or omission, fraud or Wilful Default of any BR Indemnified Party; or
- (5) any failure by BR to comply with the requirements of any Law or Government Agency in so far as they relate to the Works or this Agreement,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default or negligent act or omission of a Customer Indemnified Party contributed to the relevant loss, damage, injury or death.

14.2 Indemnity by the Customer

Subject to the other provisions of this clause 14, the Customer must promptly on demand indemnify and keep indemnified each BR Indemnified Party from and against all Claims and Liabilities in respect of:

- (1) the death of or injury to any person; and
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) a breach or non-performance of any of the obligations of the Customer under this Agreement;
- (4) any negligent act or omission, fraud or Wilful Default of any Customer Indemnified Party; or
- (5) any failure by the Customer to comply with the requirements of any Law or Government Agency in so far as they relate to the Works or this Agreement,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default or negligent act or omission of a BR Indemnified Party contributed to the relevant loss, damage, injury or death.

14.3 Exclusion of warranties

- (1) Except for:
 - (a) the express terms and warranties set out in this Agreement or given in writing to the Customer by BR directly;
 - (b) any warranty obtained from a manufacturer for parts or materials incorporated into the Works; and
 - (c) those implied terms or warranties that are imposed by Law that are mandatory and cannot be excluded,

BR gives no warranties and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law, or otherwise howsoever, are expressly excluded.

- (2) Where any other Law implies any term or warranty into this Agreement, and that Law does not permit or makes void any provisions in a contract excluding or modifying that term or warranty (except in certain cases), that term or warranty will be deemed to be included in this Agreement, but BR's liability to the Customer for breach of that term or warranty will be limited, so far as permitted by that Law, to either the minimum liability pursuant to that Law or where BR has an option as to the means of satisfying that liability, the limit under the option selected by BR in its discretion.
- (3) Except for:

- (a) the express terms and warranties set out in this Agreement or given in writing to BR by the Customer directly; and
- (b) those implied terms or warranties that are imposed by Law that are mandatory and cannot be excluded,

the Customer gives no warranties and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law, or otherwise howsoever, are expressly excluded.

- (4) Where any other Law implies any term or warranty into this Agreement, and that Law does not permit or makes void any provisions in a contract excluding or modifying that term or warranty (except in certain cases), that term or warranty will be deemed to be included in this Agreement, but the Customer's liability to BR for breach of that term or warranty will be limited, so far as permitted by that Law, to either the minimum liability pursuant to that Law or where the Customer has an option as to the means of satisfying that liability, the limit under the option selected by the Customer in its discretion.
- (5) BR will use reasonable endeavours to assign to the Customer the warranty from the manufacturer, and if BR is unable to effect an assignment, BR must, if requested by the Customer (acting reasonably), call on the warranty available to it from the manufacturer to the full extent possible in accordance with the terms of the manufacturer's warranty.

14.4 Limit on Claims

- (1) To the extent permitted by Law and subject to clause 14.4(2), the Customer must not bring any Claim in respect of a Defect unless the Customer notifies BR of the Claim:
 - (a) before the expiration of the manufacturer's warranty, to the extent the Claim is in connection with defective parts or materials incorporated into the Works; or
 - (b) in any other case, within 20 Business Days of the date on which the Customer becomes aware or ought reasonably to have become aware of the Defect in the Works and, in any event, before the expiration of 12 Months after the Completion Date.
- (2) The Customer irrevocably agrees that it will not bring any Claim alleging any Defect in the Works (**Potential Claim**) unless:
 - (a) the Customer has first given BR Notice of the Potential Claim (which Notice must set out details of the Potential Claim and the alleged Defect) within the time periods set out in clause 14.4(1); and
 - (b) BR fails to rectify the alleged Defect identified in the Notice given by the Customer under clause 14.4(a) within a reasonable period of time following BR's receipt of that Notice having regard to the effect of the Defect on the Customer.

14.5 Limit of liability

- (1) Each party acknowledges and agrees that, subject to clause 14.5(2), the total liability of each party under this Agreement shall be limited in aggregate to an amount equal to that portion of the Fee actually received by BR.

- (2) The limit of liability in clause 14.5(1) does not apply to a Claim made:
 - (a) under any provision of any Law which expressly prohibits the limitation of liability for a Claim for Loss arising from a breach of that Law;
 - (b) in respect of Liability arising from:
 - (i) the death of or personal injury to any person;
 - (ii) any criminal acts, fraud or Wilful Default by any BR Indemnified Party.

14.6 Liability for Consequential Loss

- (1) Except as set out in clause 14.6(2), neither party is liable to the other party in any circumstances for any Consequential Loss.
- (2) Clause 14.6(1) does not exclude liability of a party for Consequential Loss if the relevant loss arises from the Wilful Default or fraud of that party.

15. Force Majeure

15.1 Suspension of obligations

Subject to clause 15.3, the obligations of a party (**Affected Party**) under this Agreement are suspended during the time and to the extent that the Affected Party is prevented from or delayed in complying with its obligations under this Agreement for any reason of Force Majeure, provided that the Affected Party complies with this clause 15.

15.2 Obligations of an Affected Party

- (1) As soon as reasonably practicable after the Affected Party first has knowledge of the Force Majeure event, and in any event within 10 Business Days after the date on which the Affected Party first knew or ought reasonably to have known of the Force Majeure event, the Affected Party must give the other party written notice (**FM Notice**), which includes the full particulars of:
 - (a) the Force Majeure event (including particulars of the date that the Force Majeure event commenced);
 - (b) the manner in which its performance is thereby prevented or delayed;
 - (c) the anticipated period of delay; and
 - (d) the action (if any) the Affected Party intends to take to mitigate or remove the Force Majeure event and its effect,

and as soon as practicable following the delivery of the FM Notice, the parties must meet to discuss any reasonable steps that the parties will take to minimise the costs and the effect of the event of Force Majeure for both parties, including rescheduling the performance of the obligations under this Agreement to take account of the effect of the Force Majeure event.

- (2) The Affected Party must promptly and diligently take all reasonable and appropriate action to enable it to perform the obligations prevented or delayed by the Force Majeure event, except that the Affected Party is not obliged to:
 - (a) settle any strike, lockout or other industrial dispute; or
 - (b) contest the validity or enforceability of any Law by way of legal proceedings.
- (3) As soon as reasonably practicable after the Affected Party first has knowledge of the cessation of the relevant Force Majeure event, and in any event within 10 Business Days after the date on which the Affected Party first knew or ought reasonably to have known of the cessation of the Force Majeure event, the Affected Party must notify the other party of the date that the Force Majeure event ceased.

15.3 Force Majeure and obligations to pay

The obligations of a party to pay any Fees or other amounts payable under this Agreement continue to apply irrespective of whether a Force Majeure event has occurred in relation to that party.

15.4 Termination upon prolonged Force Majeure

- (1) If a Force Majeure event prevents the carrying out of the Works or any substantial part thereof for a period of 3 Months, either party may give written notice terminating this Agreement and stating the effective date of termination (**Termination Notice**).
- (2) If a Termination Notice is served in accordance with clause 15.4(1), then:
 - (a) where BR is the only Affected Party and either BR or the Customer issues a Termination Notice, BR will as soon as reasonably practicable:
 - (i) restore the Customer Land to its original state;
 - (ii) demobilise from the Site;
 - (iii) invoice the Customer for all amounts, costs and liabilities reasonably and actually incurred by BR in connection with the Works performed up to and including the effective date of termination which the Customer has not previously paid BR for under this Agreement;
 - (iv) save for any materials already incorporated into the Railway Infrastructure, transfer title in all materials fully paid for by the Customer from BR to the Customer (after payment for such materials has been received by BR in full),

and BR shall be responsible for paying all Direct Termination Costs; and
 - (b) where the Customer is an Affected Party and either BR or the Customer issues a Termination Notice, BR will as soon as reasonably practicable:
 - (i) restore the Customer Land to its original state;
 - (ii) demobilise from the Site;
 - (iii) invoice the Customer for all amounts, costs and liabilities reasonably and actually incurred by BR in connection with the Works performed

up to and including the effective date of termination which the Customer has not previously paid BR for under this Agreement;

- (iv) invoice the Customer for all Direct Termination Costs; and
 - (v) save for any materials already incorporated into the Railway Infrastructure, transfer title in all materials fully paid for by the Customer from BR to the Customer (after payment for such materials has been received by BR in full); and
- (c) subject to clause 15.4(3), the Customer must pay the amount of any invoice issued under this clause 15.4(2) within 10 Business Days of the date of the invoice.
- (3) Subject to clause 9.2, nothing in clause 15.4(2) relieves the Customer of its obligation to pay any amount set out in an invoice issued by BR before the date of termination.

16. Termination

16.1 Termination by BR

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, BR may immediately terminate this Agreement by written notice to the Customer if:

- (1) the Customer fails to pay any amount due to BR in accordance with this Agreement and such failure is not remedied within 10 Business Days of BR giving notice to the Customer of the failure to pay; or
- (2) the Customer fails to comply with any material obligation under this Agreement and the Customer has not remedied the default within 10 Business Days of BR giving notice to the Customer requiring the failure to be remedied.
- (3) an Insolvency Event occurs in respect of the Customer.

16.2 Termination by the Customer

- (1) Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, the Customer may immediately terminate this Agreement by written notice to BR if:
 - (a) BR fails to comply with any of its material obligations under this Agreement and BR has not remedied the default within 10 Business Days of the Customer giving notice to BR requiring the failure to be remedied; or
 - (b) an Insolvency Event occurs in respect of BR and, as a result of the Insolvency Event, BR is unable or unwilling to perform the Works in accordance with this Agreement for a continuous period of 3 Months from the date of the Insolvency Event.

16.3 Obligations relating to termination

- (1) On termination of this Agreement by BR under clause 16.1:
 - (a) the Customer is liable for all Direct Termination Costs; and

- (b) BR will as soon as reasonably practicable:
 - (i) restore the Customer Land to its original state;
 - (ii) demobilise from the Site;
 - (iii) invoice the Customer for all Liabilities reasonably and actually incurred by BR in connection with the Works performed up to and including the effective date of termination which the Customer has not previously paid BR for under this Agreement;
 - (iv) invoice the Customer for the Direct Termination Costs; and
 - (v) save for any materials already incorporated into the Railway Infrastructure, transfer title in all materials fully paid for by the Customer from BR to the Customer (after payment for such materials has been received by BR in full); and
 - (c) subject to clause 9.2, the Customer must pay the amount of any invoice issued under this clause 16.3(1) within 10 Business Days of the date of the invoice.
- (2) On termination of this Agreement by the Customer under clause 16.2(1), BR will as soon as reasonably practicable:
- (a) restore the Customer Land to its original state;
 - (b) demobilise from the Site;
 - (c) invoice the Customer for all Liabilities reasonably and actually incurred by BR in connection with the Works performed up to and including the effective date of termination which the Customer has not previously paid BR for under this Agreement; and
 - (d) save for any materials already incorporated into the Railway Infrastructure, transfer title in all materials fully paid for by the Customer from BR to the Customer (after payment for such materials has been received by BR in full),
- and BR shall be responsible for paying all Direct Termination Costs and BR must not make any Claim against the Customer for any Direct Termination Costs.
- (3) Subject to clause 9.2, the Customer must pay the amount of any invoice issued under clause 16.3(2) within 10 Business Days of the date of the invoice.
 - (4) Subject to clause 9.2, nothing in this clause 16 relieves the Customer from its obligation to pay any amount set out in an invoice issued by BR before the date of termination.

16.4 Customer acknowledgment

The Customer acknowledges and agrees that:

- (1) but for this Agreement, BR would not procure, and has no need for, the Works; and
- (2) the amounts payable by the Customer under clause 16.3 are reasonable and do not constitute a penalty.

16.5 Effect of termination

- (1) Termination of this Agreement does not prejudice any Claim which a party has against the other as at the date of termination.
- (2) Termination of this Agreement under no circumstances will abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement including any such debt, obligation or liability which was the cause of termination or suspension or arose out of such cause.
- (3) If a party terminates the contract pursuant to this clause 16, it will be entitled to damages as if the other party had repudiated the contract and that repudiation had been accepted.

17. Resolution of disputes

17.1 Procedure to settle disputes

- (1) If a bona fide dispute arises between the parties in connection with this Agreement (**Dispute**) a party claiming that a Dispute has arisen must give notice to the other party or parties to the Dispute specifying the Dispute and requiring its resolution in accordance with this clause 17 (**Notice of Dispute**).
- (2) Subject to clause 17.1(3) the procedure that the parties must strictly follow to settle a Dispute is as follows:
 - (a) first, negotiation of the Dispute in accordance with clause 17.2; and
 - (b) second, mediation of the Dispute in accordance with clause 17.3; and
 - (c) litigation in the event the Dispute is not resolved following negotiation and mediation, pursuant to this clause 17.
- (3) Nothing in this clause 17:
 - (a) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 17; or
 - (b) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.
- (4) The parties' obligations under this Agreement will continue notwithstanding any Dispute between the parties or the submission of a Dispute to negotiation, mediation or litigation under this clause 17.
- (5) This clause 17 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
 - (6) This clause 17 applies even where this Agreement is otherwise void or voidable.

17.2 Negotiation

- (1) Senior representatives from each party must meet within 5 Business Days after the Notice of Dispute is given and act in good faith to try and resolve the Dispute by joint discussions.
- (2) If the Dispute is not resolved within 7 Business Days after the Notice of Dispute is given, the Dispute will be referred to the chief executive officers of the parties who must meet, within 10 Business days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.

17.3 Mediation

- (1) If the Dispute is not resolved within 15 Business Days after the Notice of Dispute is given, either party may refer the Dispute to mediation under this clause.
- (2) The mediation must be conducted in Perth, Western Australia by a single mediator.
- (3) The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Agreement) as amended by this clause 17 apply to the mediation, except where they conflict with this clause 17.
- (4) If the parties have not agreed upon the mediator and the mediator's remuneration within 5 Business Days of the Dispute being referred to mediation:
 - (a) the mediator is the person appointed by; and
 - (b) the remuneration of the mediator is the amount or rate determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter) (**Principal Appointer**) or the Principal Appointer's nominee, acting on the request of either party.
- (5) Unless the parties otherwise agree:
 - (a) each party may appoint a person, including a legally qualified person to represent it or assist it in the mediations;
 - (b) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (c) the costs of the mediator will be borne equally by the parties.

18. Notices

18.1 Notices in connection with this Agreement

- (1) Any notice, demand, invoice or other communication (**Notice**) required or permitted to be given to or by a party to this Agreement:
 - (a) must be in legible writing and in English addressed as shown below:
 - (i) in the case of BR:

Attention: Chief Executive Officer
Address: 2-10 Adams Drive, Welshpool, Western Australia

- (ii) in the case of the Customer:
Attention: Chief Executive Officer
Address: Prater Street, Morawa, Western Australia

or as specified to the sender by a party by notice;

- (b) may be given by:
 - (i) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee; or
 - (ii) post, in which case the Notice is regarded as given by the sender and received by the addressee 2 Business Days from and including the date of postage,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is regarded as received at 9.00am on the next Business Day; and
- (c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.

- (2) In this clause 18.1, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

18.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

19. Costs and expenses

19.1 Preparation of this Agreement

Each party must pay its own legal and other costs and expenses incurred in the preparation, negotiation and execution of this Agreement.

19.2 Duty and other government imposts

The Customer must pay when due or earlier if required in writing by BR or reimburse BR for, all duty, registration fees and other government imposts (including fines and penalties attributable to an act or omission of the Customer) payable in relation to this Agreement and all other documents referred to in this Agreement.

19.3 Cost of complying with obligations

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

20. Governing law and Jurisdiction

20.1 Law of this Agreement

This Agreement takes effect, is governed by and must be construed in accordance with the Laws for the time being of the State of Western Australia.

20.2 Jurisdiction

- (1) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- (2) BR and the Customer irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia on the basis that the process has been brought in an inconvenient forum.

21. General

21.1 Civil Liability Act

The parties agree that to the extent permitted by Law, the operation of Part 1F of the *Civil Liability Act 2002* (WA) is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of Law.

21.2 Certificate

A certificate signed by any duly authorised officer of BR as to a matter or as to a sum payable to BR in connection with this Agreement is prima facie evidence of the matters stated in it or the sum payable.

21.3 Exercise of rights

- (1) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (2) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (3) Subject to clause 14.4, failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

21.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

21.5 Further assurances

Each party agrees, at its own expense, on the request of the party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the signing of documents.

21.6 Variation

This Agreement may not be varied except in writing signed by all parties.

21.7 Severability

If any provision of this Agreement is voidable, void, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

21.8 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Customer as agent of BR for any purpose whatever and the Customer has no authority or power to bind BR or to contract in its name or to create a liability against it in any way or for any purpose.

21.9 Counterparts

This Agreement may be executed in any number of separate counterparts, which taken together, are deemed to comprise the one instrument.

21.10 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

21.11 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

21.12 No implied representations or warranties

Except for:

- (1) the express terms and warranties set out in this Agreement; and

- (2) those implied terms and warranties that are imposed by Law that are mandatory and cannot be excluded,

neither party gives any warranties to the other party and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law, or otherwise howsoever, are expressly excluded.

21.13 Entire agreement

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

21.14 Survival

Clauses 1 (Definitions and interpretation), 2 (Works), 9 (Fee), 12 (Confidentiality), 14 (Indemnities and Limitation of Liability), 15 (Force Majeure), 16 (Termination), 21 (General) and any other clauses in this Agreement that are expressed or intended to survive termination of this Agreement, survive such termination.

SCHEDULE 1 – Scope of Works

1. Introduction

- (1) The Site is located in Morawa between the 332km and the 333km points on the Avon Yard to Mullewa line section of the Network and is adjacent to the Morawa Station.
- (2) The Customer has requested that BR undertake the Works for the purpose of upgrading the Level Crossing. The upgrade requires the replacement of some of the existing rail infrastructure at the Site and the construction and installation of the new crossing infrastructure including associated infrastructure.
- (3) The Works will comprise of track and civil works as set out in further detail below.

2. Track & Civil Works

2.1 Site

- (1) The Site is located in Morawa between the 332km and the 333km points on the Avon Yard to Mullewa line section of the Network and is adjacent to the Morawa Station.
- (2) The existing rail infrastructure at the Site consists of a bi-directional main line and a passing loop both of which are narrow gauge Tracks.

2.2 Overview of Track and Civil Works

- (1) The Scope of Works has been based on standard designs and assumed ground conditions. Geotechnical surveys or reports are not included in the Scope of Works.
- (2) BR will undertake the:
 - (a) removal of existing crossing and associated rail infrastructure at the Site as per its designs; and
 - (b) installation of the new crossing and associated rail infrastructure for the upgraded level crossing as per its designs.

2.3 Design

All Track design and civil design specific to the Track and the Level Crossing will be undertaken by BR and will be based on a Site inspection and AS 1742.7.

2.4 Supply

BR will supply:

- (1) pre-cast narrow gauge concrete sleepers and jewellery;
- (2) capping materials and railway ballast;

- (3) hot mix asphalt;
- (4) geotextile fabric and subsurface drainage materials associated with the Level Crossing; and
- (5) mazes, associated signage and tgsi pads.

2.5 Installation

- (1) BR will remove and dispose of all redundant rail and crossing infrastructure or materials from the Site.
- (2) With respect to the upgrade works for the Level Crossing, BR will undertake the following works:
 - (a) replacement or strengthening of the existing rail infrastructure at the Site;
 - (b) ballast, geotextile, fabric, structural fill to formation level, sub-surface drainage if required and earthworks, including cut and fill to achieve design levels;
 - (c) hot mix Asphalt surface to the Level Crossing including maze areas; and
 - (d) installation of mazes, crossing signage and tgsi pads.

3. Project Management

BR will provide all project management and oversight for the Works, including:

- (1) project management and project administration associated with design, planning and delivery of the civil and track works;
- (2) provision of all labour, safeworking, plant and materials required for the Works as per the design; and
- (3) transport of materials to Site, including handling and storage until used.

4. Key Considerations and Constraints

- (1) The Works will need to be carried out in conjunction with other improvements planned by the Customer or the Customer's Personnel, such as pavement and fencing works.
- (2) The Works will need to be carried out so as not to affect BR operations and all work windows will need to be negotiated in accordance with agreed notice periods.
- (3) A pedestrian count is required to be undertaken in order to establish the total volume of pedestrians and the number of users classed as high risk. Depending upon the outcome of the pedestrian count, the Customer may need to provide the Level Crossing with additional measures to ensure the safety of crossing users at the Level Crossing.

SCHEDULE 3 – Fees

1. The total Fee for the Works is \$140,910.00.
2. BR will invoice the Customer at the times and for the amounts set out in the table below:

Date of Invoice	Amount of invoice
Date of execution of this Agreement	\$105,682.50
Confirmation Date	\$35,227.50

3. A copy of each invoice issued in accordance with item 2 of this Schedule 3 will also be provided to:

Development Manager
Landcorp
Level 6, Wesfarmers House
40, The Esplanade
Perth, Western Australia 6000

Signing page

EXECUTED as an Agreement.

EXECUTED by **BROOKFIELD RAIL**)
PTY LTD (ABN 42 094 721 301))
in accordance with section 127 of the)
Corporations Act 2001)
)

.....
Director/Company Secretary

.....
Director

.....
Name of Director/Company Secretary
(BLOCK LETTERS)

.....
Name of Director (BLOCK LETTERS)

The seal of **SHIRE OF MORAWA**)
(ABN 95 047 014 897) was hereto)
affixed in the presence of:)
)
)

.....
Signature of Chief Executive Officer

.....
Signature of Director

.....
Name of Chief Executive Officer
(BLOCK LETTERS)

.....
Name of Director (BLOCK LETTERS)

Date of Meeting:	20 March 2014
Item No:	7.2.5.2
Subject:	Western Australian Treasury Corporation (WATC) Execution of Master Lending Agreement
Date & Author:	27 February 2014 David Williams
Responsible Officer:	David Williams Deputy Chief Executive Officer
Applicant/Proponent:	David Williams
File Number:	Adm: 0159
Previous minute/s & Reference:	

SUMMARY

The Western Australia Treasury has requested the Shire of Morawa combine all loans. The process is described below in the officer's report.

The purpose of this report is for Council to consider resolving:

- i) That the Shire of Morawa enters into a Master Lending Agreement with Western Australian Treasury Corporation as per the document tabled at this meeting.
- ii) To approve the affixation of the Common Seal of the Shire of Morawa to the said Master Lending Agreement in the presence of the Mayor or President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Morawa authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal thereto; and
- iii) That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Morawa authorised by the Chief Executive Officer from time to time is authorised to sign schedule documents under the Master Lending Agreement and or to give instructions thereunder on behalf of the Shire of Morawa.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Letter of request from Western Australian Treasury Corporation WATC and Local Government Master Lending Agreement (LGMLA) for the Shire of Morawa

BACKGROUND INFORMATION

Extract from attached Letter

The Western Australian Treasury Corporation (WATC) advises the previously requested information provided by the Shire of Morawa has now been incorporated into the enclosed final Local Government Master Lending Agreement (LGMLA) for the Shire of Morawa.

Enclosed are two final copies of the LGMLA for the Shire of Morawa which sweeps all existing loans under the LGMLA and facilitates future borrowings under the one agreement thereby removing the need for individual loan agreements to be executed under seal each time the Shire of Morawa borrows from WATC. Any borrowing under the LGMLA will be subject to WATC's credit approval policy at the time of the application, and the release of funds is subject to the issuance of a firm rate quote by WATC and its acceptance by an authorised signatory of the Shire of Morawa.

For the LGMLA to be effective WATC requires that the Shire of Morawa execute the LGMLA under its Common Seal as authorised by a resolution of the Shire of Morawa. Please see the Attachment to this letter for the preferred wording of the resolution to be passed by the Shire of Morawa.

OFFICER'S COMMENT

Council currently has three loans with the WATC under 3 separate agreements with approximately \$348,000 remaining to pay. Details on the existing loans are detailed below

Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
134	\$260,000.00	6.3000% p.a.*	15/09/2003	15/09/2018
133	\$360,000.00	6.6500% p.a.*	20/05/2004	20/05/2019
135	\$150,000.00	6.2000% p.a.	01/06/2006	30/05/2016

*guarantee fee incorporated into the interest rate.

WATC have provided information stating that master agreement is to bring the governance of the existing loans into one agreement with the term and interest of the existing loans remaining the same. Future loans, terms and conditions will remain the same as from the day of execution.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

The Local Government Act 1995 Section 9.49.a and the Local Government (Financial Management) Regulations 21,29

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Included in the background comment

STRATEGIC IMPLICATIONS

Resolving to sign the agreement will continue to meet the objectives for Strategy 4.5.1 of the Strategic Community Plan

RISK MANAGEMENT

Nil

VOTING REQUIREMENT:

Absolute Majority

OFFICER'S RECOMMENDATION

It is recommended:-

The Shire of Morawa hereby resolves:

- iv) That the Shire of Morawa enters into a Master Lending Agreement with Western Australian Treasury Corporation as per the document tabled at this meeting.
- v) To approve the affixation of the Common Seal of the Shire of Morawa to the said Master Lending Agreement in the presence of the Mayor or President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Morawa authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal thereto; and
- vi) That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Morawa authorised by the Chief Executive Officer from time to time is authorised to sign schedule documents under the Master Lending Agreement and or to give instructions thereunder on behalf of the Shire of Morawa.
- vii) *The Local Government Act 1995 Section 9.49* is complied with when signing the documents and applying the seal.

MASTER LENDING AGREEMENT

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION

AND

SHIRE OF MORAWA

DATED AS OF 3RD MARCH 2014

INDEX

1.	DEFINITIONS AND INTERPRETATION	1
2.	PRODUCTS:	7
3.	TERMINATION OF FACILITY OR PART THEREOF:	9
4.	FACILITY LIMIT	10
5.	SECURITY, PPSA SECURITY INTEREST AND ATTACHMENT:	10
6.	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:	11
7.	APPLICATIONS FOR ADVANCES	12
8.	ACCOUNTS:	13
9.	TERM OF ADVANCES:	14
10.	INTEREST:	14
11.	INTEREST RATE:	14
12.	PAYMENT DATE ADJUSTMENT:	14
13.	CONFIRMATIONS:	14
14.	BUSINESS DAY:	14
15.	BUSINESS DAY CONVENTION:	15
16.	PREPAYMENT:	15
17.	GOVERNMENT GUARANTEE:	17
18.	FEES:	17
19.	INCREASED COSTS:	17
20.	METHOD OF PAYMENT:	18
21.	TIME OF PAYMENT:	18
22.	INTEREST ON OVERDUE AMOUNTS:	18
23.	STAMP DUTY:	18
24.	CALCULATIONS:	18
25.	EVENTS OF DEFAULT:	19
26.	EFFECT OF DEFAULT:	20
27.	MANDATORY PREPAYMENT PROCEDURE:	22
28.	PERSONAL PROPERTY SECURITIES ACT 2009:	23
29.	VARIATION OF ADVANCES OR FORWARD LENDINGS:	23
30.	NOTICES:	24
31.	OTHER TERMS:	25
32.	GOVERNING LAW AND JURISDICTION:	28
33.	SURVIVAL:	28
	<u>FIRST SCHEDULE</u>	30
	<u>SECOND SCHEDULE</u>	31
	<u>THIRD SCHEDULE</u>	39
	<u>FOURTH SCHEDULE</u>	40
	<u>FIFTH SCHEDULE</u>	42

This Agreement dated as of the 3rd day of March 2014

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION (ABN 22 300 359 323)
(Corporation)

AND

SHIRE OF MORAWA (ABN 95 047 014 897) *(Borrower)*

WHEREAS:

- A. The Corporation has provided lending facilities to the Borrower under the Existing Facility Agreements.
- B. The Corporation agrees to provide the Facility to the Borrower on the terms and conditions contained in this Agreement.
- C. The Facility is an updating and consolidation of the Existing Facility Agreements and also provides further flexibility in the manner in which lending can take place.
- D. The terms and conditions of this Agreement:
 - (a) replace the terms and conditions of the Existing Facility Agreements, so that this Agreement applies to:
 - (i) loans and advances previously provided to the Borrower under Existing Facility Agreements; and
 - (ii) loans and advances provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments as at the date of this Agreement; and
 - (b) apply to all loans and advances provided by the Corporation to the Borrower hereunder after the date of this Agreement.

The Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words have the meanings designated below unless otherwise provided:

Account means an account operated by the Borrower with the Corporation for the purposes of this Agreement.

Act means the Western Australian Treasury Corporation Act 1986.

Addendum means an addendum to this Agreement.

Advance means an advance of money made under the Facility by the Corporation to the Borrower and includes all loans and advances that have been or will be:

- (a) provided to the Borrower under the Existing Facility Agreements and outstanding at the date of this Agreement;
- (b) provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments on foot at, or drawdown notices given under an Existing Facility Agreement outstanding on, the date of this Agreement;
- (c) provided to the Borrower by the Corporation hereunder after the date of this Agreement; and
- (d) made after the Termination Date in accordance with any Forward Lending commitment on foot at the Termination Date.

Agreement means this agreement, its schedules, annexures, addenda and each Confirmation given by the Corporation to the Borrower under this Agreement.

Annexure means an annexure to this Agreement.

Authorised Signatory means a person duly authorised by the Borrower as provided for in clause 31.1 to give instructions to the Corporation on its behalf, or otherwise to act on its behalf, from time to time, for the purposes of this Agreement, either generally or in relation to specified actions.

Bank Account means a bank account maintained by a Party in Australia with a bank authorised and supervised by the Australian Prudential Regulation Authority under the *Banking Act 1959 (Cth)* to carry on banking business in Australia or, for payments in a currency that is not Australian dollars, a financial institution with equivalent status in another country that is acceptable to the Corporation in its reasonable opinion, and notified to the other Party from time to time.

Borrower's SSI means the Borrower's standard settlement instructions notified by the Borrower to the Corporation from time to time for a Bank Account into which all moneys payable to the Borrower are to be paid under this Agreement, and which are acceptable to the Corporation acting reasonably.

Business Day means any day not being a Saturday or Sunday on which banks generally are open for business in each of Perth, Melbourne and Sydney.

Business Day Convention means the convention for adjusting any relevant date for the performance of any obligation or the taking of any action under this Agreement if that date would otherwise fall on a day that is not a Business Day.

Charge means the charge created under clause 5.1 of this Agreement.

Confirmation means a confirmation given by the Corporation to the Borrower setting out the terms applicable to an Advance made or to be made under the Facility.

Corporation's SSI means the Corporation's standard settlement instructions notified by the Corporation to the Borrower from time to time for a Bank Account into which all moneys payable to the Corporation are to be paid under this Agreement.

Costs means any and all costs incurred by the Corporation that arise from a default by the Borrower, demand for Mandatory Prepayment, termination other than a voluntary termination by either Party, or enforcement.

Default Interest Rate means the rate 2% per annum above the Corporation's overnight lending rate on each relevant day.

Designated Date means the date notified by the Corporation in accordance with, or the date set by operation of, the terms of this Agreement (as the case may be) for the Mandatory Prepayment of any Advance.

Discount means the amount by which the Corporation benefits from the Prepayment of an Advance.

Drawdown Notice means a written request for an Advance given by the Borrower to the Corporation in accordance with the Annexure for the relevant Product.

Email notice means a notice given by the Borrower to the Corporation by a computer based electronic mailing system.

Event of Default means a Vires Event of Default or an Other Event of Default.

Existing Facility Agreements means:

Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
134	\$260,000.00	6.3000% p.a.*	15/09/2003	15/09/2018
133	\$360,000.00	6.6500% p.a.*	20/05/2004	20/05/2019
135	\$150,000.00	6.2000% p.a.	01/06/2006	30/05/2016

*guarantee fee incorporated into the interest rate.

(All existing Debentures referred to above are collectively referred to as “**Existing Facility for Term Fixed Rate Lending**”.)

Facility means the lending facility provided by the Corporation to the Borrower under this Agreement from time to time.

Fees means fees charged by the Corporation to the Borrower from time to time in connection with this Agreement, the Facility, an Advance or a Forward Lending, described in clause 18.

First Schedule means the first schedule to this Agreement.

Forward Lending means a commitment of the Corporation to advance funds and a commitment of the Borrower to borrow funds in accordance with the terms of a Confirmation issued by the Corporation in accordance with this Agreement, or an Existing Facility Agreement, prior to those funds being advanced by the Corporation.

General Funds has the meaning given in section 6.21(4) of the Local Government Act.

Increased Costs means those costs described in clause 19.

Interest Payment Date means a date when interest is payable on an Advance.

Interest Rate means the interest rate for an Advance applying for all or part of the term of that Advance as applicable.

Local Government Act means the Local Government Act 1995 (WA).

Mandatory Prepayment means an early repayment by the Borrower in respect of any outstanding Advance or part of an Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is required by the Corporation to be made under or in accordance with the provisions of this Agreement following the occurrence of an Event of Default.

Mandatory Prepayment Notice means a notice referred to in clause 27 requiring the Borrower to repay to the Corporation the outstanding Advances specified in the notice, or terminating any specified Forward Lendings, on the Designated Date specified in the notice.

Market Valuation means a valuation made by the Corporation under the procedure set out in clause 16.

Market Valuation Adjustment means the adjustment to be made to reflect an additional or reduced amount to be repaid by the Borrower to extinguish the Borrower's liability in respect of all or part of an Advance on Prepayment, as described in clause 16.4 or to terminate obligations in relation to all or part of a Forward Lending.

Maturity Date means the date that an Advance is scheduled to be repaid by the Borrower to the Corporation, and where an Advance is made on the basis that it is to be repaid by more than one payment, the date that the last of these payments is to be made, as set out in the relevant Confirmation.

Other Event of Default means each of the events set out in paragraphs (c) to (i) inclusive of clause 25.

Outstanding Payment means the value of any payment that remains outstanding after the date on which that payment was due to be made in accordance with this Agreement.

Party means a party to this Agreement and Parties means both of them.

Premium means the amount necessary to compensate the Corporation for the Prepayment of an Advance.

Prepayment means a Mandatory Prepayment or a Voluntary Prepayment.

Prepayment Amount means the amount required to extinguish the indebtedness of the Borrower in relation to all or part of one or more Advances prior to the scheduled date for its or their repayment, or to terminate obligations in relation to all or part of one or more Forward Lendings, including without limitation a Market Valuation Adjustment.

Product means a type of Advance available to the Borrower under the Facility and identified in the First Schedule, as amended from time to time.

Product Facility Limit means the aggregate amount the Borrower may have outstanding at any time in respect of any Product, being the sum of all Advances the Corporation has agreed to provide to the Borrower under the relevant Product from time to time minus any amounts cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Law means:

- (a) the PPSA; and
- (b) any regulations in force from time to time made under the PPSA.

PPSA Register means the personal property securities register established under section 147 of the PPSA.

PPSA Security Interest has the meaning given to “security interest” in section 12 of the PPSA.

Rate Set Notice means a notice by the Corporation to the Borrower as described in clause 11.2.

Second Schedule means the second schedule to this Agreement.

Secured Money means all amounts under or in connection with the Facility or this Agreement or both:

- (a) which now or in the future are owing or payable (actually or contingently) by the Borrower to the Corporation;
- (b) which, having now or in the future become owing or payable (actually or contingently) by the Borrower to the Corporation, cease to be owing under any law relating to bankruptcy or insolvency and remain unpaid by the Borrower;
- (c) that now or in the future there is a prospect may become owing or payable (actually or contingently) by the Borrower to the Corporation, for any reason including moneys and damages payable by the Borrower, alone, jointly or jointly

and severally with any other person, or by the Borrower in its own right or in any capacity; or

- (d) which can be debited by the Corporation to the Account or any other account of the Borrower.

Secured Property means all of the present and future interest and rights of the Borrower in the General Funds of the Borrower from time to time, including all present and future claims, causes of action, payments and proceeds in respect thereof.

State means the State of Western Australia.

Termination Date means the date on which the Facility is terminated in accordance with this Agreement.

Termination Procedure means the procedure set out in clause 27 of this Agreement.

Vires Event of Default means each of the events set out in clauses 25(a) and (b).

Voluntary Prepayment means an early repayment in respect of any Advance or part of any Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is made voluntarily by the Borrower.

Voluntary Prepayment Notice means a notice referred to in clause 16.1 notifying the Corporation that the Borrower wishes to make a Voluntary Prepayment.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (c) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (d) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) references to this Agreement include its Schedules and Annexures;
- (f) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;

- (g) references to time are to local time in Perth, Western Australia unless otherwise stated;
 - (h) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
 - (i) references to currency are to Australian currency unless otherwise stated;
 - (j) no rule of construction applies to the disadvantage of a Party on the basis that that Party put forward this Agreement or any part of this Agreement;
 - (k) a reference to any thing is a reference to the whole and each part of it; and
 - (l) words and phrases which are defined in the PPSA and which have relevance to this Agreement but are not defined in this Agreement have the same meaning as in the PPSA.
- 1.3 It is acknowledged and agreed by the Parties that when an amendment to or passing of legislation takes place during the term of this Agreement which is relevant to this Agreement, such amendment or passing applies to the application of this Agreement from the time of its occurrence and whether or not notice is given by the Corporation of the amendment or passing.
- 1.4 If the Corporation reasonably forms the opinion that there has been a change in a market convention that is relevant to this Agreement, or to any Product or transaction under this Agreement, the Corporation shall notify the Borrower of such change and this Agreement and the affected transactions shall be amended as provided in the notice to the Borrower from the Corporation setting out those amendments required by the Corporation. Upon request by the Borrower, the Corporation will provide to the Borrower a copy of information on the new market convention from a recognised financial market body in the relevant market.

2. PRODUCTS:

2.1 The Corporation offers to:

- (a) keep on foot all advances made under the Existing Facility Agreements outstanding on the date of this Agreement;
- (b) advance funds in accordance with the terms of any Forward Lending commitment arising under an Existing Facility Agreement prior to the date of this Agreement; and
- (c) make available to the Borrower financial accommodation by lending under this Agreement,

through the Products set out in the First

Schedule as amended from time to time.

- 2.2 The terms and conditions on which:
- (a) Advances have been provided to the Borrower under Existing Facility Agreements; and
 - (b) Advances will be provided to the Borrower after the date of this Agreement under Forward Lending commitments and drawdown notices given under Existing Facility Agreements,

shall be replaced in their entirety by the terms and conditions of this Agreement.

- 2.3 Terms and conditions relating to each Product are set out in the Annexure relating to that Product.
- 2.4 The Corporation may at its discretion from time to time remove Products or incorporate additional Products into this Agreement together with Annexures relevant thereto by giving written notice of such removal or addition to the Borrower. The removal of a Product will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.
- 2.5 Subject to clause 18, the Corporation may on not less than 30 days' written notice to the Borrower amend the terms and conditions which apply to a Product and, subject to clause 3.3, and in consultation with the Borrower, may reduce the Product Facility Limit for any Product where applicable. The reduction of a Product Facility Limit will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.
- 2.6 Subject to clause 2.7, and unless expressly provided otherwise, the terms and conditions contained in clauses 1 to 33 of this Agreement are applicable to all Products.
- 2.7 Where any term or condition of an Annexure in respect of a Product is inconsistent with any term or condition in clauses 1 to 33 of this Agreement,

then the term or condition contained in the Annexure in respect of the Product shall prevail to the extent of the inconsistency.

3. TERMINATION OF FACILITY OR PART THEREOF:

3.1 The Facility commences on the date hereof and continues until the Termination Date. Subject to clause 3.3, any part of the Facility may be terminated at any time by either Party giving no less than 30 days' written notice to the other of the amount and/or type of Product or Products that are cancelled.

3.2 The Facility may be terminated:

- (a) (i) at any time by either Party providing at least 30 days' written notice to the other;
- (ii) at any time by mutual agreement of the Parties;
- (b) on the date specified in a notice served by the Corporation on the Borrower following an Other Event of Default in accordance with clause 26.2; and
- (c) immediately, upon the occurrence of a Vires Event of Default, in accordance with clause 26.1,

and the date on which the Facility is terminated in accordance with this clause 3.2 is the Termination Date.

3.3 If the Facility is terminated under clause 3.2(a), after the Termination Date the Parties will comply with all obligations in relation to Forward Lendings and Advances outstanding on the Termination Date, which will continue to be repayable on their respective Maturity Dates unless:

- (a) a Vires Event of Default occurs prior to the respective Maturity Dates, in which case all Advances then outstanding are immediately due and payable and any obligations in respect of Forward Lendings are immediately terminated in accordance with the provisions of clause

26.1; or

- (b) an Other Event of Default occurs and the Corporation gives notice to the Borrower under clause 26.2 declaring Advances due and payable, and/or obligations in respect of Forward Lendings terminated, on the Designated Date or Designated Dates; or
- (c) alternative arrangements are agreed by the Parties in relation to Forward Lendings and for the repayment or refinancing of the indebtedness of the Borrower under this Agreement prior to the respective Maturity Dates.

4. FACILITY LIMIT

The total amount of debt outstanding at any time shall be the aggregate of all borrowings approved by the Corporation in respect of each product specified in the Annexes to this Agreement in accordance with the application process set out in clause 7 of this Agreement, less any amounts that have been cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

5. SECURITY, PPSA SECURITY INTEREST AND ATTACHMENT:

- 5.1 The Borrower charges the Secured Property to the Corporation to secure the payment of the Secured Money to the Corporation.
- 5.2 The Charge is a PPSA Security Interest.
- 5.3 The Borrower acknowledges and agrees:
 - (a) the Corporation has given value for the PPSA Security Interest in the Secured Property by its provisions under this Facility or the Existing Facility Agreements or by providing or continuing to make available any financial accommodation under or in connection with this Facility or the Existing Facility Agreements;
 - (b) nothing in this Agreement or in any of the Existing Facility Agreements constitutes an agreement that a security interest under

this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA;

- (c) it has not made any agreement with a secured party to vary the time of attachment of a PPSA Security Interest; and
- (d) for the purposes of sub section 20(2) of the PPSA, the Charge covers the present and future interests and rights of the Borrower in the Borrower's General Funds.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS: 6.1

The Borrower represents and warrants that:

- (a) it is a local government constituted under the Local Government Act;
- (b) it has in full force and effect all approvals, authorisations and consents necessary to enter validly into this Agreement, to borrow and to fulfil its obligations in relation to each Advance provided hereunder and to give the Charge;
- (c) this Agreement has been validly executed by the Borrower;
- (d) the Borrower has complied with all requirements under the Local Government Act and Regulations under the Local Government Act in respect of this Agreement, and that all Advances have been approved by the Borrower in its annual budget or satisfy the provisions of Section 6.20(2) of the Local Government Act;
- (e) each Advance is financially sustainable and that the Borrower is not aware of any event, circumstance or action by the Borrower which may adversely affect its ability to service the Advance;
- (f) the Borrower has not created any charge, mortgage, pledge or lien upon over or in respect of the General Funds of the Borrower in favour of any other lending institution, bank or third party other than those charges mortgages, pledges or liens that have already

been notified to the Corporation .

- (g) there has been no material adverse change in the financial position of the Borrower, and the Borrower will immediately notify the Corporation if a material adverse change in the financial position occurs.
- (h) it does not have any interest, obligation or arrangement, whether directly or indirectly, that conflicts or may potentially conflict with its obligations under this Agreement, and if any such interest, obligation or arrangement should arise, the Borrower will promptly advise the Corporation thereof.
- (i) no Event of Default (including without limitation, a breach of a term or condition included in this Agreement pursuant to Clause 26.2(c)) has occurred and is continuing, other than an Event of Default which has been waived in writing by the Corporation.
- (j) Drawdown Notices, applications for Advances and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose are valid and shall bind the Borrower.

6.2 The Borrower undertakes that it will observe all obligations under the approvals, authorisations and consents referred to in clause 6.1(b) and carry out and fulfil its obligations hereunder.

6.3 The representations and warranties set out in clause 6.1 are deemed to be repeated in respect of each application for an Advance hereunder.

7. APPLICATIONS FOR ADVANCES

7.1 The Borrower may apply for an Advance by submitting an application to the Corporation in a manner and form prescribed by the Corporation from time to time.

7.2 The Borrower shall obtain in advance of making an application all necessary approvals, authorisations and consents that are necessary in respect of each Advance.

- 7.3 The making of each Advance is subject to the condition that the Corporation's credit criteria in effect at the relevant time for such lending are met by the Borrower.
- 7.4 The Borrower shall upon request provide the Corporation with such information as may be reasonably required by the Corporation to determine whether its credit criteria are met by the Borrower.
- 7.5 A determination made by the Corporation as to whether its credit criteria are met by the Borrower shall be final and the Corporation shall not be required to disclose such details of the determination to the Borrower.
- 7.6 The Corporation may at its discretion cancel or delay the making of an Advance if any required information in relation to the Borrower is not provided to the Corporation in a timely manner to undertake/complete its credit assessment. The costs incurred by the Corporation in connection with the cancelling or delaying of an Advance as certified by the Corporation shall be promptly paid to the Corporation by the Borrower.
- 7.7 The Corporation may in its absolute discretion decline an application for an Advance where the Borrower has not met the Corporation's credit criteria in effect at the relevant time and where the Advance is not considered by the Corporation to be financially sustainable.

8. ACCOUNTS:

Advance will be made on one Account unless it is agreed by the Corporation that the Borrower may operate more than one Account under the Facility. If the Borrower operates more than one Account, the Advance will be made on the Account specified in the application for an Advance.

- 9. TERM OF ADVANCES:** The Borrower shall repay each Advance in full on the Maturity Date, or if any Advance is made on the basis that it is to be repaid by more than one instalment, the Advance shall be repaid in accordance with the repayment schedule set out in the relevant Confirmation.
- 10. INTEREST:** The Borrower shall pay interest on each Advance from and including the date funds are advanced up to but excluding the date they are repaid in full.
- 11. INTEREST RATE:**
- 11.1 Subject to any conditions as to interest rate outcomes set out in an application for an Advance, the Interest Rate will be determined by the Corporation.
- 11.2 Where the Corporation sets or resets an Interest Rate in respect of all or any part of the term of an Advance, the Corporation will promptly notify the Borrower of the Interest Rate in the Confirmation or in a Rate Set Notice.
- 12. PAYMENT DATE ADJUSTMENT:** If a date for the making of any payment (or performing any obligation) under this Agreement falls on a day which is not a Business Day, it will be subject to adjustment in accordance with the Business Day Convention referred to in the Annexure relevant to that type of payment or obligation for the relevant Product, unless another Business Day Convention has been requested by the Borrower and agreed to by the Corporation and the payment will be made (or the obligation performed) on the date for the making of the payment (or performing the obligation) as adjusted by the relevant Business Day Convention.
- 13. CONFIRMATIONS:** The Corporation will give to the Borrower a Confirmation promptly after setting the terms of each Advance. The Confirmation shall be deemed true and correct in the absence of manifest error, unless the Borrower notifies the Corporation in writing that the details in the Confirmation are incorrect within 24 hours of receipt of the Confirmation. To the extent of any inconsistency, the provisions of a Confirmation prevail over those of the relevant application for an Advance and over clauses 1 to 33 of this Agreement.
- 14. BUSINESS DAY:** If the Borrower wishes the definition of Business Day for a particular Advance to depend on different business centres being open other than those provided in the definition in clause 1.1 or any business centres specified

in the Annexure for the relevant Product, then it may request that the Corporation agree to a different business centre or centres being open for the purpose of that definition in relation to that Advance, but any amendment to that definition is subject to the agreement of the Corporation in its absolute discretion.

15. BUSINESS DAY CONVENTION:

The following terms, when used in conjunction with the term “Business Day Convention” and a date for the performance of an obligation or the taking of an action under this Agreement, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (a) if “*Following*” is specified, that date will be the first following day that is a Business Day;
- (b) if “*Modified Following*” is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (c) if “*Preceding*” is specified, that date will be the first preceding day that is a Business Day.

16. PREPAYMENT:

16.1 If the Borrower wishes to make a Voluntary Prepayment, it must give to the Corporation a Voluntary Prepayment Notice substantially in the form specified in the Third Schedule hereto signed by an Authorised Signatory of the Borrower, no later than 12.00 noon at least 4 Business Days prior to the proposed date of the Voluntary Prepayment, or such later time or date as the Corporation may agree.

16.2 Once given, a Voluntary Prepayment Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.

The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Voluntary Prepayment Notice whether or not the Corporation has consented to the withdrawal.

16.3 Whenever a Prepayment is made, whether voluntarily by the Borrower or otherwise, the amount to be repaid by the Borrower to the Corporation is to be adjusted by a Market

Valuation Adjustment.

- 16.4 The Market Valuation Adjustment is the amount calculated by the Corporation as the Premium or Discount applicable to the Prepayment.
- 16.5 (a) Prior to the date of the proposed Prepayment the Corporation will undertake a Market Valuation of the relevant Advance at such time as is suitable to the Corporation acting reasonably.
- (b) The Corporation will calculate the Market Valuation Adjustment in accordance with the Corporation's standard procedure for the relevant Product.
- 16.6 The Corporation shall certify the Market Valuation Adjustment to the Borrower and once certified the Market Valuation Adjustment is final and binding in the absence of manifest error.
- 16.7 (a) If the Market Valuation Adjustment is a Premium the Borrower must pay the amount of the Premium to the Corporation at the time at which the Prepayment is made to the Corporation.
- (b) If the Market Valuation Adjustment is a Discount, the Corporation will credit the amount of the Discount to the relevant Account of the Borrower when the Prepayment is made.
- 16.8 When obligations in relation to all or part of a Forward Lending are to be terminated, the Corporation will undertake a Market Valuation of the Forward Lending (or relevant part thereof) and the procedures set out in this clause 16 will apply, with the necessary changes having been made, in relation to the calculation of the Market Valuation Adjustment.
- 16.9 The Parties agree that amounts payable by way of Market Valuation Adjustment are a reasonable pre-estimate of loss and not a penalty.
- 16.10 On giving notice thereof to the Borrower, the Corporation may value the Prepayment for the

purposes of calculating the Market Valuation Adjustment on an "ex interest" basis, in which case the Borrower shall be liable to make a payment on account of interest on the next Interest Payment Date for the relevant Advance.

17. GOVERNMENT GUARANTEE:

- 17.1 The Borrower must pay to the Corporation as and when required by the Corporation such fee or fees as the Corporation notifies are required by the Treasurer on behalf of the State under section 13(3) of the Act in respect of the guarantee by the Treasurer arising under section 13(1) of the Act in relation to liabilities incurred by the Corporation in connection with, or to facilitate, the making of Advances to the Borrower under the Facility. Such fee may be adjusted from time to time.
- 17.2 Any fees payable under clause 17.1 will be identified and recovered separately from interest payable under the Facility.

18. FEES:

- 18.1 The Corporation may charge the Borrower Fees in connection with this Agreement, the Facility, any Advance and any Forward Lending. Subject to clause 18.3, Fees may be introduced or amended from time to time at the Corporation's sole discretion.
- 18.2 The Corporation will give the Borrower at least 30 days' prior written notice of the introduction of any new Fee or the amendment of an existing Fee, and shall specify in any such notice the amount or method of calculation of the Fee and the manner in which the Fee will be charged.
- 18.3 With the exception of Costs and Increased Costs, the Corporation may not increase any Fees, or seek to impose any new Fees, in connection with a Forward Lending or an Advance prior to its Maturity Date.

19. INCREASED COSTS:

If as a result of any law, regulation, judicial decision or government directive instituted, passed, issued, amended or given a new interpretation by any competent court, administrative tribunal or government authority, the Corporation incurs additional costs in funding or maintaining Advances or Forward Lendings under this

Agreement or the Facility, the Corporation will notify the Borrower thereof and the Borrower shall on demand pay to the Corporation the amount of such costs either as a lump sum or through increased interest rates as determined by the Corporation after consultation with the Borrower.

- 20. METHOD OF PAYMENT:**
- 20.1 All payments to the Corporation must be made in immediately available funds without set off or deduction into the Corporation's Bank Account for the relevant currency specified in the Corporation's SSI as at the time of payment, and any payment not so made will be deemed by the Corporation to have been made on the date and at the time the funds represented by the payment become available to the Corporation.
- 20.2 All payments to the Borrower will be made in immediately available funds into the Bank Account for the relevant currency specified in the Borrower's SSI as at the time of payment unless other arrangements have been agreed between the Corporation and the Borrower in respect of that payment.
- 21. TIME OF PAYMENT:**
- All payments to be made to the Corporation under the Facility must be made no later than 10.00 a.m. on the due date or such other time as the Corporation may notify the Borrower from time to time. The Corporation may recover from the Borrower any charges or intra-day interest it incurs as a consequence of any payment being received by it after the due time for payment on the relevant due date.
- 22. INTEREST ON OVERDUE AMOUNTS:**
- The Corporation may charge interest on any amount payable under this Agreement which is not made, or is deemed to have been not made by the time for payment on the relevant due date, at the Default Interest Rate, from and including the due date for payment to but excluding the date on which the funds become available to the Corporation, such additional interest to compound daily and be payable on demand.
- 23. STAMP DUTY:**
- All stamp duties and penalties (if any) payable in relation to this Agreement shall be promptly paid by the Borrower.
- 24. CALCULATIONS:**
- The Corporation shall carry out in good faith and in a commercially reasonable manner all calculations

required under this Agreement including but not limited to those involving the amount of interest payable, Market Valuation Adjustments, Fees, government guarantee fees and Increased Costs. All calculations and determinations of the Corporation will be conclusive and binding in the absence of manifest error.

25. EVENTS OF DEFAULT:

Each of the following is an Event of Default:

- (a) the Borrower ceases to be a local government duly constituted under the Local Government Act (or any amendment or re-enactment of the Act) by virtue of which it is an "authority" for the purposes of the Western Australian Treasury Corporation Act 1986 unless the obligations of the Borrower hereunder are assumed by a successor which is such an "authority" and which agrees, or is otherwise bound by law, to comply with the obligations of the Borrower hereunder;
- (b) the Borrower for any reason, other than a reason set out in clause 25(a), ceases to be an entity to which the Corporation can lawfully make or maintain Advances, or if as a result of any change in law, regulation or official directive, the Corporation determines that it has become contrary to such official directive, illegal or impossible for the Corporation to make or maintain Advances to the Borrower;
- (c) if in the reasonable opinion of the Corporation, it is likely that a Vires Event of Default will occur because of a proposed change in law, regulation or official directive, and the Corporation notifies the Borrower that upon the occurrence of the change in law, regulation or official directive, the Facility is terminated on the Termination Date specified in the notice and all outstanding Advances are due and payable, and all Forward Lendings are terminated, on the Designated Date specified in the notice;
- (d) a receiver is appointed in respect of any of the income of the Borrower
- (e) the Borrower fails to make payment of any amount payable to the Corporation, whether under this Agreement or under any other

arrangement with the Corporation, when due and the failure continues for more than 15 Business Days. The Corporation will use reasonable endeavours to notify the chief executive officer of the Borrower of the failure not less than 10 Business Days before exercising the Corporation's rights arising under this Agreement as a consequence of such failure;

- (f) the Borrower is in breach of any other material term of this Agreement (including a term or condition included in the Agreement pursuant to clause 26.2(c)), and if the breach is capable of remedy, if it is not remedied within 20 Business Days of the Borrower becoming aware of the breach;
- (g) the Borrower fails to pay any other indebtedness of the Borrower for moneys borrowed or raised when due in an amount which the Corporation reasonably considers to be material in the context of the indebtedness of the Borrower to the Corporation under this Agreement unless liability to pay that other indebtedness is being contested by the Borrower in good faith and with due diligence;
- (h) any power, authorisation, approval or consent required by the Borrower for the purposes of borrowing or fulfilling its obligations under this Agreement is withdrawn or ceases to be current or valid or is found to be defective or inadequate by the Corporation; and
- (i) any warranty or representation made by the Borrower hereunder or for the purposes of this Agreement is untrue or ceases to be true.

**26. EFFECT OF
DEFAULT:**

- 26.1 If a Vires Event of Default occurs, whether or not the Corporation is aware of the occurrence of the Event of Default, the Facility is immediately terminated without the need for any notice to be given by the Corporation to the Borrower and, subject to clause 26.3, all outstanding Advances are immediately due and payable, and any obligations in respect of Forward Lendings are immediately terminated.

The Prepayment Procedure will apply in respect of all outstanding Advances and all Forward Lendings.

The date on which the Facility is terminated, and all obligations in respect of outstanding Advances and Forward Lendings are terminated in accordance with this clause 26.1 is the Designated Date for the purposes of this Agreement.

26.2 If an Other Event of Default occurs, the Corporation may by notice in writing to the Borrower do any or all of the following:

- (a) declare that any or all outstanding Advances are due and payable and any or all obligations in respect of Forward Lendings are terminated immediately on the date of the notice, or on a date specified in the notice, which date shall be the Designated Date for those Advances;
- (b) declare that the Facility is terminated; and
- (c) specify terms and conditions upon which the Corporation is willing to allow any or all of the following to occur:
 - (i) any or all outstanding Advances to remain outstanding;
 - (ii) any or all Forward Lending commitments to remain in force; and
 - (iii) the Borrower to continue to borrow under any or all Products,

and the Borrower must, not later than the date specified in the notice, advise the Corporation in writing whether or not it agrees to accept those terms and conditions.

If the Borrower advises the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then this Agreement is thereupon varied by inclusion of those terms and conditions without any further action required to be taken by the Parties.

If the Borrower does not advise the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then the Corporation may carry out the provisions of (a) and (b) above.

26.3 If the Corporation is not aware of the occurrence of a Vires Event of Default when the Vires Event of Default occurs, all outstanding Advances are due and payable, and all obligations in respect of Forward Lendings shall be terminated, immediately the Corporation becomes aware of the occurrence of that Event of Default.

26.4 For the avoidance of doubt, any payment made by either Party after the occurrence of a Vires Event of Default and before the Corporation becomes aware of the relevant Event of Default, is a payment for value under this Agreement and is to be treated as if it had been validly made and received in accordance with this Agreement.

**27. MANDATORY
PREPAYMENT
PROCEDURE:**

27.1 Where any Advance becomes due and payable before the Maturity Date for that Advance or any Forward Lending is to be terminated under the terms of this Agreement, the Parties will follow the procedure set out in this clause.

27.2 Mandatory Prepayment of Advances and termination of Forward Lendings will occur on the Designated Date whether or not the relevant event is then subsisting and the Prepayment Amount will be due as of the Designated Date.

27.3 The Corporation will issue a Mandatory Prepayment Notice to the Borrower with respect to Advance(s) and Forward Lending(s).

27.4 Irrespective of the termination of the Facility, the Borrower shall pay to the Corporation the amount of any Costs incurred by the Corporation whether before or after the Designated Date in relation to the relevant Advance(s), Forward Lending(s) and the Facility, as applicable, and interest on the Prepayment Amount calculated at the Default Interest Rate from and including the Designated Date up to, but not including, the date of actual payment.

**28. PERSONAL
PROPERTY
SECURITIES ACT
2009**

28.1 The Borrower hereby irrevocably authorises the Corporation, its agents, solicitors, officers, employees and service providers to:

- (a) apply for and effect (in any manner the Corporation considers necessary or appropriate) any registration of a financing statement on the PPSA Register in connection with any PPSA Security Interest created or expressed to be created under this Agreement;
- (b) complete any document associated with this Agreement, including any financing statement or financing change statement; and
- (c) recover from the Borrower, at the Corporation's absolute discretion, any costs incurred by the Corporation in relation to the abovementioned matters.

28.2 (a) The Parties contract out of each provision of the PPSA that section 115 of the PPSA permits parties to contract out of.

(b) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind described in section 275(1) of the PPSA confidential and not to disclose any such information to any other person except where such disclosure is otherwise permitted or authorised under this Agreement or an Existing Facility Agreement.

(c) The Parties agree that a receiver or receivers appointed under section 6.22 of the Local Government Act need not give any notice required under any provision of the PPSA.

**29. VARIATION OF
ADVANCES OR
FORWARD
LENDINGS:**

29.1 If at any time the Borrower wishes to vary a term or condition of an, Advance or Forward Lending, the Borrower must so notify the Corporation and the Corporation will use reasonable endeavours to accommodate the Borrower's request.

29.2 Relevant rates and prices which prevail at the time will be applied in undertaking the

calculations for the variation of the Advance or Forward Lending, as applicable.

29.3 The Corporation will promptly give a Confirmation to the Borrower with respect to a variation so carried out.

29.4 The Corporation will promptly notify the Borrower in writing of the cost or benefit of a variation under this clause.

Any additional cost will be paid by the Borrower to the Corporation on a date nominated in writing by the Corporation, and any benefit will be credited to an Account of the Borrower with the Corporation.

30. NOTICES:

30.1 Subject to paragraph 30.3, all requests, notices and other communications required to be given, made or sent to the Corporation by the Borrower under this Agreement are to be in writing and addressed to " Manager, Client Services" of the Corporation or to such other officer of the Corporation as the Corporation nominates to the Borrower from time to time.

30.2 All requests, notices, and other communications required to be given, made, or sent to the Borrower by the Corporation under this Agreement are to be in writing and addressed to the officer of the Borrower designated for such purposes, or such other officer of the Borrower as the Borrower nominates to the Corporation from time to time, and in the absence of a designation or nomination shall be addressed to the chief executive officer of the Borrower.

30.3 The Borrower may request in writing that the Corporation accept email notices or other form of electronic transmissions acceptable to the Corporation for the making of applications for Advances, acceptance of firm quotes, giving of Drawdown Notices, Voluntary Prepayment Notices, requests to vary the term or conditions of an Advance or Forward Lending, or requests for withdrawal of any such notice or request or communications that are otherwise notified in writing by the Corporation to the Borrower from time to time.

The Borrower:

- (a) must ensure that each email notice is either signed by means of an electronically produced signature of an Authorised Signatory or states that it is being sent by a named Authorised Signatory of the Borrower, and the Borrower shall give prior written advice to the Corporation as to which of these alternative procedures it wishes to use from time to time;
- (b) in any legal proceedings in respect of or in any way relating to this Agreement, expressly waives any right to raise any claim, defence or waiver of liability based upon the signing, or purported signing, of an email notice by means of an electronically produced signature of an Authorised Signatory or purporting to be sent by an Authorised Signatory as the case may be; and
- (c) must send all email notices to the specified email address of the Corporation notified by the Corporation to the Borrower from time to time. Email notices will only be taken to have been received by the Corporation when actually received.

30.4 The Corporation may at any time give written notice to the Borrower that it will no longer accept email notices, either generally, or on the conditions set out above or for any specified purpose. The Corporation may at any time withdraw any such notice or give written notice to the Borrower of alternative conditions on which it is then willing to accept email notices.

31. OTHER TERMS: 31.1 The Borrower shall provide to the Corporation:

- (a) a copy of the resolution authorising:-
 - (i) the execution of this Agreement under the Common Seal of the Borrower; and
 - (ii) the Chief Executive Officer, an agent of the Borrower or any one of the Senior employees of the Borrower who are

authorised by the Chief Executive Officer from time to time to sign schedule documents and instructions under this Agreement on behalf of the Borrower.

(b) Upon request by the Corporation copies of the resolutions passed by the Borrower authorising the borrowings under this Agreement from time to time; and

(c) a list of names, position titles and sample signatures of the Authorised Signatories as advised by the Chief Executive Officer from time to time.

31.2 The Borrower agrees to provide to the Corporation such additional information as the Corporation may require from time to time to enable it to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, and acknowledges that where legally obliged to do so, the Corporation will disclose the information provided to relevant regulatory and law enforcement agencies.

31.3 The Corporation will use all reasonable endeavours to meet the borrowing and prepayment requirements of the Borrower under this Agreement. The Borrower acknowledges that this Facility does not create an obligation for the Corporation to lend under it.

31.4 The Facility is made available and will be maintained subject to compliance with relevant laws and subject to the Borrower obtaining all authorisations, approvals and consents necessary for it to enter into this Agreement and accept the Facility and to fulfil its obligations hereunder, including obligations incurred in respect of Advances provided from time to time.

31.5 So long as any amounts owing to the Corporation remain payable, the Borrower will not create or permit to be outstanding any security (in the form of mortgage, charge, pledge, lien or other security interest) upon the Borrower's General Funds to secure indebtedness of the Borrower or any guarantee by the Borrower of indebtedness of third parties, without the prior written consent of

the Corporation which may be withheld in the Corporation's absolute discretion, and in any event may not be given unless the Borrower (if so required by the Corporation) procures the other creditors to enter into a deed of priority with the Borrower and the Corporation in which the Borrower and the other creditor irrevocably and unconditionally agree with the Corporation:

- (a) the Charge has first priority over the Secured Property for the full amount of the Secured Moneys for the purposes of section 6.24 of the Local Government Act and section 61 of the PPSA and the other creditor has second priority over the Secured Property only after the full amount of the Secured Money has been received by the Corporation; and
- (b) the priority in clause 31.5(a) applies despite any provision of the PPSA and despite the respective times of registration of the financing statements in respect of this Agreement and the other creditor's PPSA Security Interest under that Act.

31.6 The Borrower will immediately notify the Corporation of any actual or proposed changes to its establishment or designation or to any legislation under which it is constituted, of which it becomes aware, and which may be likely to affect or have the potential to affect the Borrower's corporate existence, capacity to borrow hereunder, authorisations in respect hereof or ability to observe its obligations under this Agreement, and provide the Corporation with a copy of any such change promptly after it occurs.

31.7 The Borrower indemnifies the Corporation against all liabilities and losses arising from, and any costs, charges and expenses incurred in connection with the Corporation acting in good faith on facsimile instructions, electronically protected documents (such as Adobe PDF) sent by e-mail or other electronically delivered instructions purporting to originate from the offices of the Borrower or to be given by an Authorised Signatory of the Borrower, including without limitation all liabilities, losses, costs, charges and expenses on account of funds

borrowed, contracted for or used to fund any amount payable under this Agreement.

31.8 The Borrower shall obtain the prior written consent of the Corporation before committing to any subsequent or additional borrowing from any other authority, bank, lending institution or source or increasing the limit of its existing overdraft facility during the currency of this Agreement (third party borrowing).

**32. GOVERNING
LAW AND
JURISDICTION:**

This Agreement is governed by the law in force in the State, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State.

33. SURVIVAL:

Except to the extent provided otherwise herein, the respective rights and obligations of the Parties in respect of Advances, Forward Lendings and obligations that continue following termination of the Facility under clause 3.2(a) or clause 26.2 and all Outstanding Payments shall survive termination of the Facility, and the terms and conditions of this Agreement continue to apply as if the Facility remained on foot.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

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

*Mayor
*President

Chief Executive Officer

FIRST SCHEDULE

As at 3rd March 2014, the Corporation makes the following Products available to the Borrower:

1. Short Term Lending
2. Term Fixed Rate Lending

SECOND SCHEDULE

1. All Loans under the Existing Debentures are classified as Term Fixed Rate Lending and are covered by the provisions of Annexure 2 Term Fixed Rate Lending.

ANNEXURE 1

SHORT TERM LENDING

As at 3rd March 2014, provisions specifically referable to Short Term Lending under this Agreement are as follows:

Product Facility Limit The aggregate sum of all Short Term Lending Advances the Corporation has agreed to provide to the Borrower from time to time under each Addendum less any amount that has been cancelled or terminated from time to time.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Short Term Lending (**Short Term Lending Advance**):

Applications for Advances:	i) The Borrower may apply to the Corporation to borrow funds under this Annexure in accordance with the terms and conditions of the Agreement; and ii) upon the Corporation agreeing to lend such funds to the Borrower, the parties shall execute an Addendum to the Agreement substantially in the form specified in the Fifth Schedule hereto which shall stipulate the project facility limit being the maximum amount the Borrower is entitled to borrow under that Addendum.
Notice Period:	The Drawdown Notice must be received by the Corporation no later than 12:00 noon on the Business Day prior to the date the Advance is to be made.
Minimum amount of Advance	\$10,000
Minimum Term of Each Advance:	1 day
Maximum Term of Each Advance:	12 months
Maturity Date:	The nominated Maturity Date should be a Business Day
Repayment of Principal of Each Advance:	In full on the Maturity Date of that Advance
Interest Rate:	The Interest Rate is determined by the Corporation and is fixed until the Maturity Date of the Advance
Date of Determination of Interest Rate:	The Interest Rate will be determined on the day the Advance is made, or on such other day or days as

	the Corporation may from time to time reasonably determine.
Interest Amount:	<p>Interest on each Advance will be calculated as follows:</p> $I = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>I = amount of interest payable;</p> <p>P = principal amount of the Advance;</p> <p>R = Interest Rate applicable to the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the date of the Advance to, but not including, its Maturity Date.</p>
Interest Payment Date:	Interest is payable on the Maturity Date of the Advance
Business Day Convention:	Following
Interest Adjustment:	<p>Where a Maturity Date is not a Business Day and the due date for repayment of the Advance is adjusted to the following Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{(P+I) \times R \times D}{36500}$ <p>where:</p> <p>P = the principal amount of the Advance;</p> <p>I = the interest amount due on the stated Maturity Date of the Advance;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the stated Maturity Date of the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the stated Maturity Date to, but not including, the Business Day after the stated Maturity Date.</p>

DRAWDOWN NOTICES:	<p>1. Advances under this Facility will be made by the Corporation to the Borrower substantially in the form of the “Form of Request for an Advance (“Drawdown Notice”) attached to this Annexure.</p> <p>2. Subject to the terms and conditions of this Facility, Advances will be made on dates specified in a Drawdown Notice given by the Borrower to the Corporation and signed by an Authorised Signatory. If a date specified in a Drawdown Notice is not a Business Day, the Advance will be made on the next following Business Day unless another arrangement is agreed to by the Corporation in its discretion.</p> <p>3. Once given, a Drawdown Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Drawdown Notice whether it has consented to the withdrawal if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
REDRAWING:	<p>Subject to the terms of the Agreement, amounts repaid or voluntarily prepaid under Facilities governed by this Annexure may be redrawn by the giving of an appropriate Drawdown Notice.</p>
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:	<p>The representations and warranties contained in the Agreement are deemed to be repeated each time a Drawdown Notice is submitted to the Corporation;</p> <p>(a) an Advance provided under a Drawdown Notice will not result in the Facility being exceeded as at the date the Drawdown Notice is given or at any time up to the Maturity Date of the proposed Advance, after allowing for any reduction in the Facility Limit of which notice has been given prior to receipt of the Drawdown Notice by the Corporation; and</p> <p>(b) Drawdown Notices and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose shall be valid and binding on the Borrower.</p>

TERM OF ADVANCES:	Where a Party has served a notice of termination of the Facility on the other Party under clause 3.2(a), the Borrower may continue to issue Drawdown Notices and draw down Advances prior to the Termination Date, but the Maturity Date of Advances made thereunder must be on or before the Termination Date.

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Short Term Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

FORM OF REQUEST FOR A SHORT TERM LENDING ADVANCE
(DRAWDOWN NOTICE) ⁽¹⁾₍₂₎ (Effective as at 3rd March 2014)

MASTER LENDING FACILITY FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF MORAWA

TO: MANAGER CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Morawa requests the following Short Term Lending Advance:

Date of Advance:⁽²⁾ _____

Amount: _____

Maturity Date:⁽³⁾ (specify) _____

Account:⁽⁴⁾ _____

Any other details: _____

For and on behalf of Shire of Morawa:

Authorised Signatory

Date

Note:

- (1) Subject to the terms of the Agreement, this notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation (“Corporation”).
- (2) This notice must be received by the Corporation no later than 12.00 noon on the Business Day prior to the Date of Advance specified above.
- (3) Unless otherwise agreed by the Corporation, the Maturity Date must be a Business Day that is one day to twelve months after the Date of Advance.
- (4) Specify Account only if the Borrower operates more than one Account with the Corporation under this Facility.

ANNEXURE 2

TERM FIXED RATE LENDING

As at 3rd March 2014, provisions specifically referable to Term Fixed Rate Lending under this Facility are as follows:

Product Facility Limit The aggregate sum of all Term Fixed Rate Advances the Corporation has agreed to provide to the Borrower from time to time less any amount that has been repaid or cancelled.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Term Fixed Rate Lending (**Term Fixed Rate Advance**):

Minimum amount of Advance	\$50,000
Minimum Term of Each Advance:	6 months
Maximum Term of Each Advance:	20 years or such longer period as may be agreed between the Parties either generally or in relation to an Advance with specified characteristics or in relation to a proposed Advance.
Payments Due:	Payments of interest and repayments of principal in relation to each Advance will be due in the amounts and on the dates stipulated in the repayment schedule set out in the Confirmation for the Advance.
Interest Rate:	Subject to any interest rate parameters agreed between the Corporation and the Borrower, the Interest Rate in relation to each Advance will be determined by the Corporation and is fixed until the Maturity Date of that Advance.
Business Day Convention:	Following
Interest Adjustment:	<p>Where the due date for any payment is adjusted by the Following Business Day Convention so that the payment is due on the next succeeding Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>P = the amount of the payment due;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the relevant due date</p>

	<p>expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the original due date for payment to, but not including, the adjusted due date for the payment.</p>
FIRM RATE QUOTE:	<p>Once a signed acceptance of a Firm Rate Quote substantially in the form specified in the Fourth Schedule hereto is received by the Corporation, the acceptance is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Firm Rate Quote whether or not the Corporation has consented to the withdrawal, and if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
NO REDRAW:	<p>The Borrower cannot redraw funds that have been applied to an Advance.</p>

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Term Fixed Rate Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

FOURTH SCHEDULE

Form of acceptance of the firm rate quote

Summary of Terms of Loan and Repayment Schedule

Client: Shire of Morawa (the “Borrower”)
Interest Rate: [x.xxxx] % p.a. *([Quarterly] Compounding)
 [y.yyyy] % * effective []
**These rates do not include the government guarantee fee.*
Lending Date: [date]
Maturity Date: [date]
Loan Amount: \$[amount]
Schedule Basis: [Quarterly] repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
	Totals:	[amount]	[amount]	[amount]	[amount]	[amount]

Note:

- The interest rate quoted and this Summary of Terms of Loan and Repayment Schedule are based on rates applying as at [date].
- The Guarantee Fee is charged by the Treasurer of the State of Western Australia and is collected by The Western Australian Treasury Corporation (“Corporation”) on the behalf of the Treasurer. The rate of the Government Guarantee Fee is subject to change in accordance with government policy. The amount of the Government Guarantee Fee shown in this schedule is indicative and does not form part of the fixed lending rate charged by the Corporation.

1. I confirm that:
 - (a) the financial information provided in the Loan Application Form or as otherwise provided to the Corporation in relation to the proposed Loan remains accurate in all material aspects;

CERTIFICATION FOR ACCEPTANCE OF FIRM RATE QUOTE

In accepting the offer of a loan on the terms set out above (the “Loan”)

2. I certify that the statutory requirements of the Act and Regulations under the Act have been met in relation to the Loan;
3. I confirm that:
 - (a) The financial information provided in the Loan Application Form or as otherwise provided to the Corporation in relation to the proposed Loan remains accurate in all material aspects;
 - (b) The proposed Loan has been approved by the Local Government in the annual budget of the Borrower or satisfies the provisions of Section 6.20(2) of the Local Government Act (the “Act”);
 - (c) This loan is covered by the terms and conditions of the Master Lending Agreement between the Corporation and the Borrower.
4. I give an undertaking that during each year in which any of the Borrower’s loans remains outstanding with the Corporation, the Borrower will provide to the Corporation a copy of its audited Annual Financial Statements, a copy of its adopted Annual Budget and the statutory Performance Ratio and the Demand Regulation Ratio under the Act and where provided, in relation to the Loan;
5. I certify that the statutory requirements of the Act and Regulations under the Act have been provided, in relation to the Loan;
6. I certify that I have been authorised to complete and sign all necessary documents relating to this new loan borrowing and that the Corporation has been provided with the relevant document proving this authorisation;
7. I certify that the loan is financially sustainable and I am not aware of any circumstance, events or actions by the Council (including the borrowing of moneys) which may adversely affect the Borrower’s ability to service the loan. The Corporation will be advised as soon as practicable of any material adverse changes in the financial position of the Borrower; and

5. I give an undertaking that during each year in which any of the Borrower's loans remains outstanding with the Corporation, the Borrower shall provide the Corporation with a copy of its audited Annual Financial Statements, adopted Annual Budget and updated ratios as required by the Corporation's Credit Policy from time to time as soon as practicable after these are available each year while any Loan is outstanding.
6. I acknowledge that the Loan is secured by the Charge contained in the Master Lending Agreement between the Corporation and the Borrower.
7. Once this signed acceptance of firm rate quote is received by the Corporation, the Loan is irrevocable and may not be withdrawn without the prior consent of the Corporation.
8. I represent that the below bank account details are correct and that the Corporation accepts no liability for any loss occasioned by the Borrower as a result of the Corporation relying on the bank details.

Accepted for and on behalf of Shire of Morawa on this _____ day of _____ 20 _____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Morawa		

FIFTH SCHEDULE

MASTER LENDING AGREEMENT BETWEEN
WESTERN AUSTRALIAN TREASURY CORPORATION AND
SHIRE OF MORAWA

SHORT TERM LENDING ADDENDUM NO: []

This addendum forms part of the Master Lending Agreement (the Agreement) between the Borrower and the Corporation. The provisions specifically applicable to this addendum are as follows;

PURPOSE OF BORROWING: []

PROJECT FACILITY LIMIT: []

TERMINATION DATE [DD /MM/ YYYY].

All Advances under this addendum shall have a maturity date which is on or before the termination date.

TERMS AND CONDITIONS All Advances under this addendum are governed by the terms and conditions that are contained in clauses 1 to 33 of the Agreement and Annexure 1 to the Agreement;

REQUEST FOR ADVANCE The Borrower may request an Advance under this addendum in the manner and form prescribed by Annexure 1 (Short Term Lending) of the Agreement.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS In requesting an Advance under this addendum the Borrower;

1. is deemed to repeat each representation and warranty under the Agreement.
2. represents that the Advance is financially sustainable and the Borrower is not aware of any circumstance, events or action by the Council (including the borrowing of moneys) which may adversely affect the Borrower's

ability to service the Advance. The Borrower will advise the Corporation as soon as practicable of any material adverse change in the financial position of the Borrower.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

Accepted for and on behalf of Shire of Morawa on this _____ day of _____ 20 _____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Morawa		

7.2.6 Chief Executive Officer - Other

<i>Date of Meeting:</i>	20 March 2014
<i>Item No:</i>	7.2.6.1
<i>Subject:</i>	Strategic Plan Update and Progress Report
<i>Date & Author:</i>	7 April 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	20 March 2014 (Last Update to Council) and Briefing Session 8 April 2014

SUMMARY

The Strategic Plan Update and Progress Report provides an update on the progress of matters under the Integrated Planning and Reporting Process including the:

- Shire of Morawa Strategic Community Plan 2012, and
- Corporate Business Plan.

Other updates are also provided regarding the informing strategies including:

- The Long Term Financial Plan;
- The Asset Management Plan; and
- The Workforce Plan.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

- 2013/14 Project Summary Report;
- Shire of Morawa April 2014 *Strategic Plan Update and Progress Report*.

BACKGROUND INFORMATION

The Strategic Plan Update and Progress Report is provided to Council each month for information. The Strategic Community Plan was adopted 21 June 2012.

At this point in time, the Strategic Community Plan has some 109 actions listed:

Objective	Actions	Projects 2013/14	Programs 2013/14	Comment
1. A diverse, resilient and innovative economy	46	9	3	This objective is divided into two sub-objectives with nine key projects and three programs covering 27 of the 46 actions which are due for completion in 2013/14
2. Protect and enhance the natural environment	14	5	0	Five key projects covering 11 strategic actions are required to be completed for 2013/14
3. A community that is friendly, healthy and inclusive	26	5	0	Five key projects covering 17 of the 26 actions are due for completion for 2013/14
4. A connected community with strong leadership	23	3	1	Three key projects and one program area covering 18 actions are due for completion for 2013/14

Table One: Summary of Strategic Actions

Accordingly, the progress of the projects and program areas covering the strategic actions for 2013/14 are tracked within the Corporate Business Plan. This is because:

- This plan has the projects or actions the Shire is required to achieve over a four year period to meet the objectives listed in the Strategic Community Plan;
- This approach will also ensure there is a cross link with the Status Report where Council has made a decision regarding the projects listed in the Corporate Business Plan from time to time; and
- The Corporate Business Plan also acknowledges the key operating costs for each program area and the external stakeholders.

Informing Strategies

Other reports that need consideration in terms of their impact on the Strategic Community Plan include the following informing strategies:

Long Term Financial Plan

The long term financial plan is due for review this year.

Status

The Long Term Financial Plan requires expansion to incorporate new out years. UHY Haines Norton will provide costs to do this for the 2014/15 Budget.

Asset Management Plan

To date the review of the Asset Management Plan (AMP) has seen three of the four key areas completed. The final area for completion is that regarding plant and equipment for inclusion.

Status

The fair value report regarding plant and equipment needs to go to Morrison Low so that the AMP can be updated.

A meeting with Greenfields will occur next month to look at road infrastructure regarding fair value for 2014/15.

Romans II will also need updating regarding local road data.

Workforce Plan

The Workforce Plan is also monitored by the Department of Local Government and Communities. This requires assessment by staff by the end of March 2014.

Status

The CEO, DCEO and MFA commenced this review on 4 April 2014.

Information Communication and Technology (ICT) Plan

Although the ICT is not a formal requirement, the Department of Local Government and Communities highly recommends that such a plan is developed and implemented and provides the appropriate framework for such a plan on its website.

It should be noted that the Shire of Morawa does not have such a plan.

Status

Development of such a plan is not required, but from a business continuity perspective it would be prudent to do so (in line with the Local Government Audit Regulations - Regulation 17).

Other Key Informing Strategies

Other key plans that impact on the Strategic Community Plan and the Corporate Business Plan include the Local Planning Scheme and Strategy, the Growth Plan, the Mid West Investment Plan and the North Midlands Economic Plan (proposed Mid West Blue Print). Generally, links are made back from the Corporate Business Plan to the applicable project within this plan.

Risk Management Framework and Compliance Plan

As per comments made in the February report, the CEO has now attended a briefing on the requirements of the *Local Government (Audit) Regulations* – Regulation 17. The Shire (CEO) by 31 December 2014 will need to have in place:

- A risk management policy;
- A risk management framework including processes, procedures and reporting;
and
- A compliance plan

Status

Council resolved at the 20 February 2014 that the implementation of the requirements for Regulation 17 were forwarded for 2014/15 Budget consideration.

OFFICER’S COMMENT

Strategic Community Plan

Further to the above, the success of the Strategic Community Plan (SCP) is based on the outcomes of the Corporate Business Plan and the key performance measures (KPIs) that will form part of the SCP from March 2014. The key performance measures show the desired trend to be achieved for each objective (Economic, Environment, Social and Governance). The key performance measures were inserted into the SCP at the Council meeting on 20 March 2014.

Corporate Business Plan

The Corporate Business Plan Report is provided each month. Accordingly, a summary report and full copy of the Corporate Business Plan report for April 2014 is attached.

In short, the progress of the Corporate Business Plan is summarised as follows:

Projects

Under the Corporate Business Plan, there are 35 projects that are monitored:

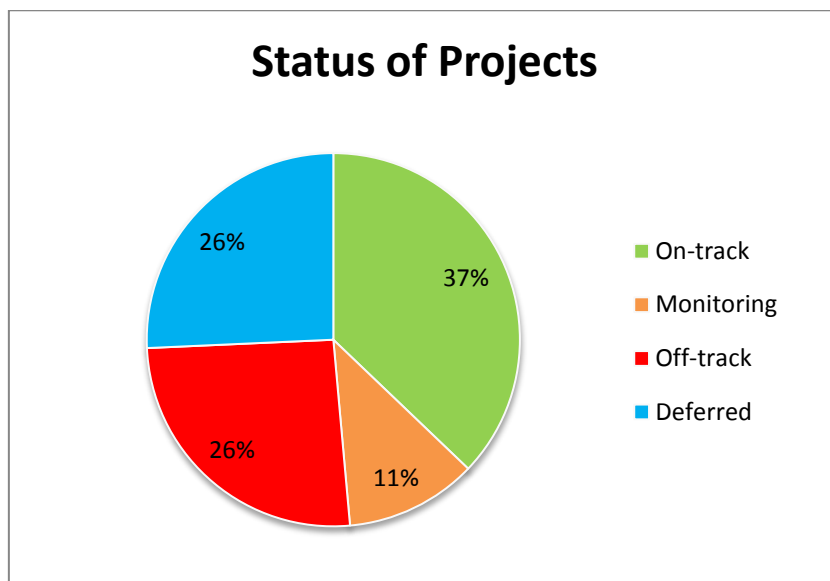


Chart 1: Breakdown on Status of Projects for 2013/14

The key things to note regarding Chart 1 - Breakdown on Status of Projects are:

Status Type	Status	Comment
Overall Completion	In terms of overall completion (i.e. the percentage of each project completed divided by the number of projects underway), this is 58.50%.	Overall completion in February 2014 was 38%. The dramatic improvement is due to one project reaching completion (Project 29) and the number of projects reaching on-track status has increased from 5 to 13.
On-track	There are 13 (37%) projects on track (1, 2, 3, 4, 12, 13, 14, 19, 29, 32, 33, 34, & 35), up from five listed last	<ul style="list-style-type: none"> The major works for the Sporting Pavilion are completed and the facility is in use (Project 1); Approval of funding for the Club Development Officer of

	month.	<p>\$30,000PA from 2014/15 (Project 2). The project is shared between the Shire's of Morawa, Perenjori and Three Springs;</p> <ul style="list-style-type: none"> • With the development of recreational facilities (Project 3), the Skate Park has been completed. However, the works to the swimming pool are on hold subject to further clarification regarding the status of CLGF funding before seeking a loan to complete the works for 2013/14; • Although the Morawa Community Aged Units have been completed, a management committee to take over and manage the units has been established (Project 4); • The Solar Thermal project is now 90% completed due to the change in direction of this project (12); • The Waste Water Treatment Pond works for 2013/14 are completed. Final account to be paid (Project 13); • The sustainability program is as per the EHO area (Project 14); • The local tourism industry development are as per support for the local information centre and development of the North Midlands Tourism strategy (Project 19); • The Land Development project regarding residential land and industrial land is completed for 2013/14 (Project 29); • In terms of the Old Morawa Hospital, Council is in the process of reviewing the engineering report to resolve a way forward regarding this facility (Project 32); • The leadership and mentoring of young people is occurring according to the CYDOs key programs (Project 33); • With the leadership and advocacy role, the Shire is progressing with championing regional cooperation (Project 34); • Invest in Council's Capacity includes (Project 35)
Monitoring	Four (11%) projects are at the monitoring level (18, 20, 27 & 30)	<p>The four projects in monitoring mode are down from nine projects the previous month. This is because have achieved 70% completion or better (projects: 14, 19, 31, 33, 34 & 35).</p> <ul style="list-style-type: none"> • In terms of Project 27 -the Mobile Black Spot project, this was unsuccessful securing key finding from the MWIP.
Off-track	In total there are nine projects off track (5, 7, 8, 9, 10, 15, 21, 26 and 30).	<p>The number of projects off-track has improved from 12 to 9. The issues regarding:</p> <ul style="list-style-type: none"> • Staff resourcing in terms of key roles is a constant issue regarding consistency and progressing of goals i.e. the long term vacancy of the CEO position; • The second key issue has been the constant waiting on the approval of funding or resources for key projects: <ul style="list-style-type: none"> ○ State Cabinet – continual delays whilst it makes a decision (Project 26 - Town Centre Revitalisation and Freight Road Re-alignment). This should be completed by December 2014; ○ Scrapping of Commonwealth funding programs e.g. RADF5 (Project 5 - Town Hall project). The tender specification will now be developed during April 2014; ○ Changes to Royalties for Regions (CLGF) funding or not meeting acquittal requirements (Includes key funding regarding Project 3 regarding the Morawa Swimming Pool); ○ MWDC requirement to continually review business cases (Project 15) With the training centre, still waiting on final approvals; ○ Competition regarding the availability of bitumen for major road projects (Project 21). Sealing works were successfully completed in March 2014, so will be on track once final costs are paid. • Thirdly competing re-allocation of resources undermining the strategic focus e.g. ongoing maintenance of key assets not provided for. However, the Asset Management Plan should improve this pver

		time.
Deferred	There are nine projects deferred due to fiscal constraints and other resourcing issues or because the priority has changed (6, 11, 16, 17, 22, 23, 24, 25 & 28);	These projects will require further review as part of the SCP review in June 2014.

Programs

Under the Corporate Business Plan, there are four key program areas that are monitored:

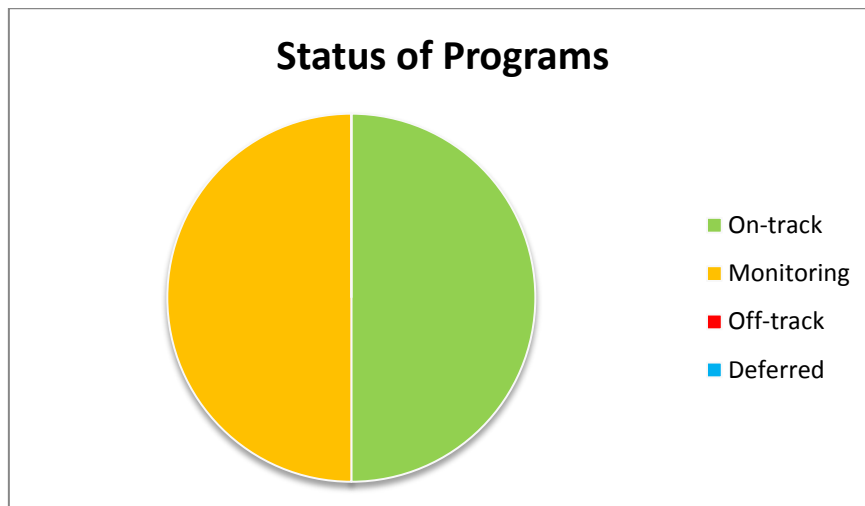


Chart 2: Breakdown on Status of Programs for 2013/14

Chart 2 indicates that there are two program areas on track i.e. the Sports Facilities and Programs and the Roads Program. The program areas requiring monitoring are Ongoing Health Care Provision (49% completed) and Governance (55% completed). The last two programs reflect the level of expenditure achieved for key operational activities undertaken.

COMMUNITY CONSULTATION

As per the Strategic Plan Update and Progress Report

COUNCILLOR CONSULTATION

As per previous reports to Council and the Information and CEO Briefing Sessions (Forums).

STATUTORY ENVIRONMENT

Local Government (Administration) Regulations 1996 Part 5 Annual Reports and Planning for the Future - Division 3 – Planning for the Future

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

As per the reporting requirements regarding the Strategic Community Plan and the Corporate Business Plan.

RISK MANAGEMENT

Under the Integrated Planning and Reporting Framework, the Shire of Morawa is required to meet the compliance requirements. By meeting each of the key requirements regarding Integrated Planning and Reporting, the Shire will avoid further scrutiny and action by the Department of Local Government and Communities.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

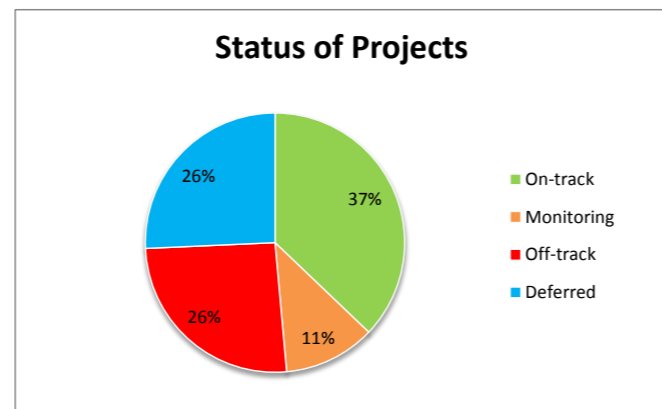
Council accepts the Shire of Morawa April 2014 Strategic Plan Update and Progress Report submitted by the Chief Executive Officer.

SUMMARY OF CORPORATE BUSINESS PLAN STATUS 2013/2014

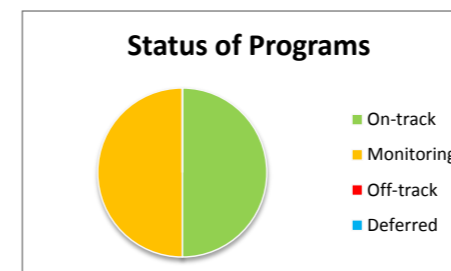
No.	Project	Who	Start	Cost	Cost Remaining	% Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Greater Sports Ground Development	PO				90												
2	Sports Club Development Officer	CEO				75												
3	Recreational Facility Development	DCEO/CYDO				80												
4	Morawa Community Care	CEO				80												
5	Refurbish Old Chambers	DCEO				30												
6	Childcare Centre Development	CEO				0												
7	Community Group Support	CYDO				30												
8	Community Engagement & Communication	CEO				29												
9	Trails Strategy	CEO				33												
10	Waste Management Project	DCEO				10												
11	Water Supply Development	DCEO				0												
12	Solar Thermal Power Station - Feasibility Study	CEO				90												
13	Waste Water Plant Upgrade	DCEO				90												
14	Sustainability Program	DCEO				75												
15	Develop Industry Training Centre	PO				20												
16	Migration Settlement Scheme (Research)	CEO				0												
17	Develop Additional Business Incubator Units	CEO				0												
18	Industry Attraction & Retention Project	CEO				67												
19	Local Tourism Industry Development	CYDO				75												
20	Upgrade Morawa Airport	DCEO				50												
21	Upgrade Major Roads and Annual Road Program	WS				47												
22	Key Worker Housing	CEO				0												
23	Staff Housing	DCEO				0												
24	Expansion Van Park	DCEO				0												
25	Lifestyle Village for the Aged	CEO				0												
26	Main Street Project	DCEO				30												
27	Wireless and Mobile Blackspot Coverage	CEO				50												
28	Powerline Upgrade	CEO				0												
29	Land Development	DCEO				100												
30	Gateway Project Plans	CEO				10												
31	Omnibus Scheme Development	PO				55												
32	Old Morawa Hospital	DCEO				80												
33	Leadership and Mentoring Young People	CYDO				75												
34	Leadership and Advocacy Role	CEO				75												
35	Invest in Council's Capacity	CEO				75												
	Total					58.50												

Program Areas	Who	Start	Cost	Cost Remaining	% Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 Sports Facilities and Programs	DCEO				70												
2 Ongoing Healthcare Provision	CEO				49												
3 Roads	WS				70												
4 Governance	CEO				55												
Total					61.00												

Status	Projects
On-track	13
Monitoring	4
Off-track	9
Deferred	9



Status	Programs
On-track	2
Monitoring	2
Off-track	0
Deferred	0



Updated 4 April 2014
CEO

Overview

The Shire of Morawa Corporate Business Plan Report sets out the key objectives to be achieved for the reporting year in question based on the Shire's Strategic Community Plan. In this case it is 2013/14. The report is presented to Council each month with an update on the status of each project and relevant program area and an assessment of the Corporate Business Plan (CBP) overall.

Objective: A friendly community that is healthy, passionate, caring and inclusive

Program Area: Recreation & Leisure

Goal: Provide and promote sport, recreation and leisure facilities and programs

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
1. Greater Sports Ground Project Project management 0.2 FTE 2013/14 Percentage Completed: 90%	High	3.5.2	CEO	0	2,800,000	0	0	Department of Sport and Recreation	<ul style="list-style-type: none"> Playground works: <ul style="list-style-type: none"> Limestone wall completed; Play equipment from 10/03 BBQ to be installed behind South Dugout; Remaining pathways to be done; Waiting on 2 CCTV quotes; Waiting on patio roof designs – have had to be redone as canteen area and costs not included. <hr/> Increased Sporting Participation <ul style="list-style-type: none"> Club membership numbers reported by clubs Increased Usage <ul style="list-style-type: none"> Additional events reported by Sporting Committee. To date: two events held
2. Sports Club Development Officer – Regional Project Project management 0 FTE Percentage Completed: 75%	Medium	3.1.7	CEO, Shire of Three Springs	0	12,500	12,500	12,500	<ul style="list-style-type: none"> Department of Sport and Recreation Shire of Three Springs Shire of Perenjori Shire of Mingenew 	<ul style="list-style-type: none"> Advised 26/02/14 Perenjori/Morawa/Three Springs submission successful (\$30,000 PA for two years from 2014/15.); Next steps: <ul style="list-style-type: none"> Meeting re implementation process; Inclusion in 2014/15 Budget (Shire contribution \$15,000?) <hr/> Increased Support for Members & Volunteers <ul style="list-style-type: none"> Membership numbers Club Officials trained in financial and corporate governance <ul style="list-style-type: none"> Clubs report improvement

<p>3. Recreational Facility Development: 3.1 Swimming Pool Upgrade 3.2 Construction of the Skate Park</p> <p>Project management 0.1 FTE</p> <p>Percentage Completed: 70% 3.1: 45% 3.2 95%</p>	Medium	3.5.3	CEO	0	800,000 300,000	400,000	0 0	Department of Sport and Recreation	<p>Swimming Pool (Works 2013/14 - \$805,000)</p> <ul style="list-style-type: none"> • CLGF funding of \$358,000 for 12/13 withheld as Shire had not acquitted a previous project within required timelines. Request for reconsideration was declined; • DSR contribution \$229,000 parked. DCEO sort advice 3 April 2014 on whether deferral can be implemented; • Minister Redman agreed as a result of WALGA lobbying to re-include for 2014/15 Budget consideration; • Council resolved at Feb 2014 Budget Review to fund gap by way of a loan. Currently on hold for now; • CEO has provided further information to Shane Love for Minister Redman's information; • DCEO met with consultants 6/03/14 to initiate program of works; • Steps: <ul style="list-style-type: none"> o Filtration System and Shed 13/14 o Tanks and painting of bowl 14/15. <p>Skate Park (Due to Open October 2013)</p> <ul style="list-style-type: none"> • Core works completed and official opening held 10 November 2013; • Water cooler, bin holder installed. Shade sails to be installed; • Possible lighting options under review by staff including funding sources for 2014/15 Budget. <hr/> <p>Reduction of Vandalism</p> <ul style="list-style-type: none"> • Maintenance costs (reduced) <p>Improved School Attendance</p> <ul style="list-style-type: none"> • School attendance records
<p>Program Area Operating Cost:</p> <ul style="list-style-type: none"> • Undertake ongoing maintenance and management of the Sports facilities and programs <p>Percentage Completed: 70%</p>	Ongoing			775,000	790,000	805,000	821,000		<p>Recurrent Cost post 2017: \$837,000 Staff Required: 3 FTE Cost YTD: \$466,834</p> <p>Note: Expenditure for 2013/14 set at: \$665,931 (Swimming Pools & Other Recreation)</p>

Program Area: Health Provision

Goal: Support ongoing health care provision through existing arrangements

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
Program Area Operating Cost: <ul style="list-style-type: none"> Support the implementation of the North Midlands Primary Care Project Support the provision of adequate GP services Support the Three Springs Dental Service <p>Percentage Completed: 49%</p>	Ongoing	3.1.1, 3.1.2, 3.1.3, 3.1.4		251,884	256,900	262,000	267,000		<p>Note:</p> <ul style="list-style-type: none"> Expenditure for 2013/14: \$281,173; Includes one off contribution to Mobile Dental Clinic of \$50,000: <ul style="list-style-type: none"> February clinic had 67 patients; Next clinic due 31 March 2014 As of 10 February 2014, Dr Rao is in the process of setting up Mid West Medical Services and seeking to employ an additional GP. Requires use of 2 Caulfield Street for accommodation <p>Recurrent Cost post 2017: \$272,000 Staff Required: 0.02 FTE Cost YTD: \$132,040</p>

Program Area: Community Amenities

Goal: Provide and promote sport, recreation and leisure facilities and programs

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
4. Morawa Community Care Project management 0.6 FTE <p>Percentage Completed: 80%</p> 4 Units: 100% Management: 60%	High	1.9.1	CEO	528,800	420,718	40,000	40,000	Morawa Community Care	<p>Construction 2013:</p> <ul style="list-style-type: none"> Construction of the 4 units completed Cost post 2013/14 are recurrent costs. Will need revaluation <p>Management:</p> <ul style="list-style-type: none"> ACEO and DCEO met with current managers 5 December 2013; Delegations and management adopted at Feb 2014 OCM; Committee commenced 18 March 2014 and identified action matrix <p>Elderly people age in their home community</p> <ul style="list-style-type: none"> Census figures <p>Older people able to live independently</p> <ul style="list-style-type: none"> Increase in number aged people staying in community

<p>5. Refurbish Old Council Chambers</p> <p>Percentage Completed: 30%</p>	<p>High</p>	<p>1.7.3</p>	<p>CEO</p>	<p>0</p>	<p>220,000</p>			<p>LotteryWest</p>	<ul style="list-style-type: none"> Capital Works for 2013/14 set at \$309,990. Funded: <ul style="list-style-type: none"> o RDAF5: 89,990 o Lotterywest: 90,595 o Reserve: 129,405 RDAF5 funding of \$89,990 abolished by Commonwealth Government. This means façade, exterior and lesser hall kitchen cannot go ahead; Lotterywest has indicated its funding is fine; DCEO met with Terry Baker and Laura Gray (Heritage Adviser) during Jan 2014 to confirm schedule of works: <ul style="list-style-type: none"> o Roof to change from tile to colourbond; Change to roof material and other specification items approved by the Heritage Council; Tender specification for remaining works i.e chambers & admin area April 2014. DCEO to meet Terry Baker 8 April 2014 re confirm; Approval to go to tender April OCM; Awarding of tender May OCM; Works to commence June 2014 <hr/> <p>Increased level volunteer activity</p> <ul style="list-style-type: none"> Annual survey Volunteering statistics available every census <p>Older people able to live independently</p> <ul style="list-style-type: none"> Number community activities per year monitored <p>Note: regular use is occurring.</p>
<p>6. Childcare Centre development</p> <p>Project management 0.2 FTE</p> <p>Percentage Completed: NA</p>	<p>Medium</p>	<p>3.1.8</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>	<ul style="list-style-type: none"> Department of Communities Mid West Development Commission LotteryWest 	<ul style="list-style-type: none"> Deferred post 2015/16 Expected cost \$750,000 Expected completion date 2018 <p>Additional childcare places available to the community</p> <ul style="list-style-type: none"> Uptake of service <p>Employment opportunities in the caring industry</p> <ul style="list-style-type: none"> Number of people employed <p>Respite care available to parents</p> <ul style="list-style-type: none"> Respite visits number per annum

<p>7. Community Group Support:</p> <ul style="list-style-type: none"> • Billaranga Arts Studio • Morawa Historical Society • Community events • Morawa CRC • Biennial Arts Festival • Morawa Future Fund • Community connectedness forum • Morawa Chamber of Commerce <p>Project management 0.1 FTE Percentage Completed: 30%</p>	<p>Medium</p>	<p>3.2.2, 3.2.4, 3.2.5, 3.4.1</p>	<p>CEO</p>	<p>35,000</p>	<p>35,000</p>	<p>35,000</p>	<p>35,000</p>		<ul style="list-style-type: none"> • Planning for Arts Festival underway (Shire contribution: \$10,000). • Discussions recommenced re Future Fund (Scott Whithead & Stuart Griffiths) <p>Costs 2013/14</p> <ul style="list-style-type: none"> • YTD: <ul style="list-style-type: none"> ○ Arts Festival \$ 0 ○ Museum: \$2,139 ○ Depreciation: \$5,201 • Recurrent costs post 2016 are \$35,000 per annum <hr/> <p>Community events enhance liveability of community</p> <ul style="list-style-type: none"> • Reports to Council community groups <p>Community feedback on events</p> <ul style="list-style-type: none"> • Annual community survey
<p>8. Community Engagement and Communication</p> <p>Project management 0.05 FTE</p> <p>Percentage Completed: 29%</p>	<p>Medium</p>	<p>4.1.1, 4.1.2</p>	<p>CEO</p>	<p>1,020</p>	<p>1,020</p>	<p>1,020</p>	<p>1,020</p>		<p>Costs 2013/14</p> <ul style="list-style-type: none"> • Met through Public Relations Budget (\$9,000) • Recurrent costs post 2016 are \$1,020 per annum <hr/> <p>Good relationship between community and Council</p> <ul style="list-style-type: none"> • Annual community survey
<p>9. Trails Strategy</p> <p>Project management 0.1 FTE</p> <p>Percentage Completed: 33%</p>	<p>Medium</p>	<p>1.7.2</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>260,000</p>	<p>0</p>	<ul style="list-style-type: none"> • LotteryWest • Department of Regional Development 	<p>Morawa Perenjori Wildflower Drive Trail</p> <ul style="list-style-type: none"> • R4R Grant required listed in 2013/14 Budget: \$467,000 - Pending <p>Town Heritage Walk Trails 2014/15</p> <ul style="list-style-type: none"> • \$65,000 Lotterywest application unsuccessful (7 March 2014) • \$65,000 Shire contribution not budgeted <p>Bush Trails 2014/15?</p> <ul style="list-style-type: none"> • \$65,000 application "parked" subject to Council contribution ; • \$65,000 Shire contribution required <p>Recurrent cost post 2016: \$5,000 PA</p> <p>Increased level of community activity and activation trails</p> <ul style="list-style-type: none"> • Annual community survey

Objective: Protect and enhance the natural environment and sense of place

Program Area: Environment

Goal: Protect and enhance the natural environment

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
10. Waste Management – Regional Project Project management 0.15 FTE Percentage Completed: 10%	High	2.4	CEO, MWRC	0	360,000	0	0	Shires of Carnamah, Coorow, Mullewa, Perenjori, Three Springs and Mingenev	<ul style="list-style-type: none"> Capital works set at \$320,470. Funded by Refuse Station Reserve Recurrent costs post 2016: \$60,000; Joint project identified between Shire of Morawa and Shire of Perenjori: <ul style="list-style-type: none"> DCEO has applied for \$5,000 in planning funding; Joint approach discussed on 9 December 2013 at meeting between Presidents, Deputy President and CEO's; Agreed this is a key project. Dallywater Consulting appointed to develop strategic plan. First site visit February 2014 – DCEO meeting 7 April 2014 <hr/> Coordinated waste management by Shires <ul style="list-style-type: none"> Removal of waste to sub-regional station
11. Water Supply Development Project management 0.05 FTE Percentage Completed: N/A	Medium	1.4.1	CEO	0	0	0	Unknown	<ul style="list-style-type: none"> Water Corporation Department of Water 	<ul style="list-style-type: none"> Recurrent costs post 2016: Unknown Drainage re greening of the Town. Not until 2015/16 Stage Three SuperTowns <hr/> Future water needs secured <ul style="list-style-type: none"> Water storage constructed
12. Solar Thermal Power Station Feasibility Study Project management 0.1 FTE Percentage Completed: 90%	Medium	1.3.1	Project Officer	0	500,000	0	0	<ul style="list-style-type: none"> Western Power Public utilities Office 	<ul style="list-style-type: none"> Legal advice received re reallocation of \$500,000 to another project; Shire President and CEO met with Paul Rosair 17 February 2014 to discuss; Project suspended indefinitely; Letter issued to DRD 2 April 2014 seeking reallocation of funding to Airport Project; Adjust SCP at June 2014 Review Recurrent costs post 2016: \$60,000

									Feasibility study completed <ul style="list-style-type: none"> Completion. (Note: The feasibility study will not proceed) Endorsement key agencies Satisfaction Western Power, Public utilities Office
13. Water Supply Development and Waste Water Plant Upgrade Project management 0.05 FTE Percentage Completed: 90%	Medium	1.4.4, 2.1.1, 2.1.3	CEO	0	140,000	0	0	<ul style="list-style-type: none"> Watercorp 	Works for 2013/14: <ul style="list-style-type: none"> Set at \$70,000 for sewerage pond desludging; Scope of Works reduced to reflect budget; Works commenced 11 March 2014 and finished 31 March 2014 for \$32,000 (Leaving \$38,000). This means Stage 1 and 2 are now completed. Works for 2014/15 <ul style="list-style-type: none"> One pond remaining (\$48,000); Consist of \$32,000 funds saved from 13/14 and \$10,000 from 14/15 Recurrent costs post 2016:Unknown Overflow managed in winter <ul style="list-style-type: none"> Nil events Improved use of waste water for irrigation <ul style="list-style-type: none"> Reduced potable water usage
14. Sustainability Program: <ul style="list-style-type: none"> Identify policies to manage carbon sequestration Implement the Climate Change and Adaption Plan Continue to manage feral flora and fauna Rehabilitate, protect and conserve Shire controlled land Support and promote environmental management practices Project management 0.1 FTE Percentage Completed: 75%	Medium	2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3	DCEO	0	0	0	0	<ul style="list-style-type: none"> 	2013/14 <ul style="list-style-type: none"> Costs are as per in accordance with the EHO role; Sequestration policies to be included in LPS and Strategy; The Climate Change Risk Assessment & Adaption Action Plan needs resources for this to happen in 2014/15; Flora & Fauna pests in conjunction with Department of Agriculture Bio-Security Officer in Morawa; Shire has rehabilitation policy in place; Environmental management practices are supported through implementation of relevant infrastructure: <ul style="list-style-type: none"> Continuing monitoring and upgrading of key facilities Sustainability initiatives achieved <ul style="list-style-type: none"> Set of nominated activities achieved

Objective: A diverse, resilient and innovative economy

Program Area: Economic Services

Goal: Provide economic services that drive growth and development of the Shire

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
15. Develop Industry Training Centre Project management 0.1 FTE Percentage Completed: 20%	High	1.2.8, 3.1.5	MEITA & Shire	0	508,404	0	0	<ul style="list-style-type: none"> MWDC, Durack Institute, Department of Training & Workforce Development, Karara Mining Limited 	<ul style="list-style-type: none"> Training Centre expenditure: <ul style="list-style-type: none"> 2013/14 set at \$433,908; Funded through Mid West Investment Plan; Business case reviewed and submitted to MWRC Board 28 November 2013. Further changes completed: <ul style="list-style-type: none"> Improve in-kind contribution re project management; Develop job description form for training coordinator. 13 December 2013 the MWDC Board approved funding for this project; Equipment costs queried before it can progress further; First part of funding should be received 2013/14, but works cannot commence at the Industrial units until the Ag School move out in August 2014; Recurrent cost post 2016: \$80,000 <hr/> <p>Students demand training and gain jobs in the mining industry as a result</p> <ul style="list-style-type: none"> Annual student numbers, conversion to employment <p>Specialist training provided through facility</p> <ul style="list-style-type: none"> Educational staff numbers (increase)
16. Migration Settlement Scheme (Research) Project management 0.3 FTE Percentage Completed: N/A	Medium	Super Town Growth Implementation Plan	CEO	0	0	0	0	<ul style="list-style-type: none"> Department of Immigration, Department of Training and Workforce Development 	<ul style="list-style-type: none"> Deferred post 2015/16 Expected cost \$45,000 <hr/> <p>Sustainable increase in population</p> <ul style="list-style-type: none"> Population trends
17. Develop Additional Business Incubator Units Project management 0.2 FTE Percentage Completed: N/A	Medium	1.9.7	CEO	0	0	0	0	<ul style="list-style-type: none"> MWDC, MEITS 	<ul style="list-style-type: none"> Deferred post 2015/16 Costs not identified <hr/> <p>New business established</p> <ul style="list-style-type: none"> New business establishment

<p>18. Industry Attraction and Retention Project</p> <p>Regional Resource – Investment Coordinator: 1.25 FTE (Funded MWIP)</p> <p>Project management 0.08 FTE</p> <p>Percentage Completed: 67%</p>	High	1.2.5, 1.5.2	Super Towns Project Manager	85,800	100,000	100,000	100,000	<ul style="list-style-type: none"> MWDC, MWCCI, Other Shires 	<p>2011/12</p> <ul style="list-style-type: none"> PRACYS developed Growth & Implementation Plan <p>2012/13</p> <ul style="list-style-type: none"> PRACYS commenced North Midlands Economic Development Strategy (\$85,800 inc GST); Prospectus reviewed January 2013 <p>2013/14</p> <ul style="list-style-type: none"> PRACYS developing North Midlands Economic Development Strategy: <ul style="list-style-type: none"> Framework finalised December 2013 Working Group established Feb 2014 (Due to meet 8 April 2014 – cancelled pending outcome of State Budget); Investment plan required (attraction process defined)? Funding of \$100,000 pa from CLGF/Mid West Investment Plan not requested? <p>2014</p> <ul style="list-style-type: none"> Regional Resource Coordinator employed and prospectus issued? <hr/> <p>Service gaps filled</p> <ul style="list-style-type: none"> Reported by community <p>Increased business activity</p> <ul style="list-style-type: none"> Applications recorded Reported by CCI
<p>19. Local Tourism Industry Development</p> <p>Support Visitor Information Centre 0.02 FTE</p> <p>Project management 0.02 FTE</p> <p>Percentage Completed: 75%</p>	Medium	1.2.7, 1.2.10, 1.2.11	CEO	0	50,000	0	0	<ul style="list-style-type: none"> Wildflower Way Committee, Local Tourism Group 	<p>2013/14</p> <ul style="list-style-type: none"> CYDO is attending Wildflower Country Committee meetings; CEO has completed regional tourism project survey and attended the North Midlands Tourism Workshop 3 April 2014 (with CYDO and Tourism Centre members) as part of the Economic Blueprint process; Audit of 2010/11 Wildflower Way project completed 31 March 2014 – 2 April 2014 \$40,000 is allocated for the Caravan park Caretaker transportable accommodation; \$5,500 Wildflower Country Brochure

										completed (\$5,329); <ul style="list-style-type: none"> \$1,928 Wildflower Country Drive Trail <hr/> Increase in visitor numbers <ul style="list-style-type: none"> Visitor numbers Caravan park Wildflower Way project <ul style="list-style-type: none"> Completion of project
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Objective: Morawa is a comfortable and welcoming place to live, work and visit

Program Area: Transport Infrastructure and Services

Goal: Provide transport linkages and infrastructure which enables industry and community to grow and develop

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
20. Upgrade Morawa Airport Project development support 0.02 FTE 13/14 Project management: 0.2 FTE – External 14/15 Asset management: 0.2 FTE - ongoing Percentage Completed: 50%	High	1.10.1, 1.10.2	Project Officer	0	40,000	1,000,000	1,500,000	RDAF	2013/14 <ul style="list-style-type: none"> Airport Masterplan: <ul style="list-style-type: none"> \$20,000 RADS - approved \$20,000 Shire funds Andrew Forte appointed to develop Masterplan. Shire President, ACEO met with Gavin Treasure 9 December 2013 confirming that that the Airport project is an “above the line” project; New airport road sealed Feb 2014; Andrew Forte met with DCEO 28 March 2014 and completed preliminary discussions and assessment. Draft plan should be available at the end of May 2014.. 2014/15 <ul style="list-style-type: none"> Seal and upgrade runways and apron 2015/16 <ul style="list-style-type: none"> Provide Terminal Building <hr/> Commencement commercial facility <ul style="list-style-type: none"> Commencement Improved transport hub to the region <ul style="list-style-type: none"> Volume traffic flow Service hub RFDS <ul style="list-style-type: none"> Usage

21. Upgrade Major Roads and Annual Road Program Project management: 0.9 Percentage Completed: 47%	Medium	1.8	Works Manager	1,580,000	1,580,000	1,580,000	1,580,000	Department of Main Roads	2013/14 (\$1,694,555) YTD: \$795,480
									<ul style="list-style-type: none"> Three Springs Rd completed; Yalgoo Rd completed <hr/> <ul style="list-style-type: none"> Recurrent cost post 2016: \$1.6M Road safety <ul style="list-style-type: none"> Survey Asset maintenance <ul style="list-style-type: none"> Improvement in asset ratios

Program Area Operating Cost: Percentage Completed: 70%	Ongoing		Works Manager	2,059,403	2,100,000	2,142,000	2,185,000		2013/14 (\$1,734,194) Staff Required: 11 FTE Cost YTD: \$1,219,688
									Recurrent Cost post 2017: \$2.23M

Program Area: Housing

Goal: Provide housing for all needs (staff, aged, tourism) to facilitate growth and development

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
22. Key Worker Housing Percentage Completed: N/A	Medium	1.9.3	CEO	0	0	0	0	Department of Housing	Project deferred until development of next corporate business plan
23. Staff Housing Project management 0.1 FTE Percentage Completed: N/A	High	1.9.5	CEO	0	0	350,000	350,000	Royalties for Regions - CLGF	2013/14 <ul style="list-style-type: none"> \$63,435 has been allocated for maintenance Recurrent cost post 2016: \$14,000 <hr/> Houses constructed <ul style="list-style-type: none"> Houses in place Staff satisfaction with housing <ul style="list-style-type: none"> Staff satisfaction (annual survey)
24. Expansion Van Park Project management 0.2 FTE	Medium	1.2.9, 1.9.6	CEO	0	0	0	0		Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> 4 dwellings constructed; Budget \$500,000 from Shire funds

Percentage Completed: N/A										Additional people stay in town <ul style="list-style-type: none"> Accommodation statistics Additional expenditure <ul style="list-style-type: none"> Increased estimated expenditure
25. Lifestyle Village for Aged Care Project management 0.3 FTE Percentage Completed: N/A	Medium	1.9.1	CEO EDO	0	0	0	0	MWDC, RFR – CLGF, Morawa Community Care	Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> Plan and feasibility study for additional aged care housing; Budget \$10M from various sources. 	

Note:

No key activity is occurring for this goal in 2013/14

Program Area: ?

Goal: ?

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
<p>26. Main Street Project</p> <p>Landcorp Project Management 1 FTE funded</p> <p>Project support: 0.5 FTE – External 13/14</p> <p>Percentage Completed: 30% Stage 1: 50% Stage 2: 10%</p>	High	1.7.1, 1.7.5, 1.6.1	Project Officer	0	3,536,000	2,200,000	0	SuperTownns Project – R4R	<ul style="list-style-type: none"> The main street of Morawa will be revitalised to provide new opportunities for community interaction and an increased level of retail and commercial services: <ul style="list-style-type: none"> Freight Realignment (Stage 1) - 2013/14/15 Civic Square (Stage 2) - 2013/14/15 Recurrent costs of \$50,000 Stage 3 deferred beyond 2015/16 Stage 4 deferred beyond 2015/15 Stage 5 commenced pending funding <p>2013/14</p> <ul style="list-style-type: none"> Additional funding of \$2.536M announced 12 February 2014. Tenders for freight road re-alignment: <ul style="list-style-type: none"> Awarded at OCM 20 Feb 2014; Site secured 4 March 2014; WBHO has commenced meet and greet in town; Works commenced 17 March 2014; Tender specifications for Civic square to be developed during April 2014; Expected completion for Stage 1 and 2 December 2014 <hr/> <p>Civic Square constructed</p> <ul style="list-style-type: none"> Project opening 2014 <p>Freight realignment constructed</p> <ul style="list-style-type: none"> Project opening 2014

<p>27. Wireless and Mobile Blackspot Coverage</p> <p>Project involves Shires of Morawa, Mingenew, Perenjori and Three Springs and MWDC</p> <p>Project management: 0.1</p> <p>Percentage Completed: 50%</p>	High	1.3.2, 1.3.4	Project Officer	0	375,000	0	0	CLGF	<p>Shire of Morawa coordinating update to project business case. Funding required is as follows:</p> <ul style="list-style-type: none"> ○ Merkanooka (\$680,000) <ul style="list-style-type: none"> ▪ CLGF – R: \$ 83,333 ▪ MWIP: \$534,167 ▪ Shire Funds: \$ 62,500 ○ Morawa East High (\$942,000): <ul style="list-style-type: none"> ▪ CLGF – R: \$500,000 ▪ MWIP: \$379,500 ▪ Shire Funds: \$ 62,500 <ul style="list-style-type: none"> • Business went to the MWDC Board on 28 February 2014; • Minister Redman announced 7 March 2014 \$1M approved from CLGF – R; • FAA for project received by CEO. Advised DRD awaiting outcome of MWIP decision before project milestones developed; • MWDC Board advised 19/03/14 it does not support EOI. Advice issued to participating shire presidents; • Issue also referred to Shane Love MLA to discuss with Minister Redman; • Council briefed on current position 20 March 2014. Indicated that funding should now go to the upgrading of the Morawa Airport; • CEOs have had preliminary discussions on allocation of funding to the Airport project; • Item will be required by Council to seek reallocation of funding (May OCM 2014). <p>Note: The 2013/14 Budget contains an additional \$250,000 from the Community Development Reserve for electrical works</p> <hr/> <p>Meets community standards</p> <ul style="list-style-type: none"> • Monitoring data speed <p>Increase coverage and reliability</p> <ul style="list-style-type: none"> • Telstra
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28. Power Line Upgrade Project management: 0.1 Percentage Completed: N/A	Medium	1.4.2	MWDC	0	0	0	0	Wester Power	Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o Must be externally funded; o Budget \$7M
29. Land Development – Residential and Industrial Project management: Landcorp? Percentage Completed: 100% <ul style="list-style-type: none"> • Residential: 100% • Industrial: 100% 	High	1.1.2	CEO	800,000 Landcorp	900,000 Landcorp			Landcorp	Costs for 2012/13, 13/14 met by Landcorp: <ul style="list-style-type: none"> • 38 residential lots • 50 industrial lots 2013/14 Residential Sub-division <ul style="list-style-type: none"> • First stage of residential sub-division completed – 8 blocks Industrial Sub-division <ul style="list-style-type: none"> • First stage of industrial sub-division – 6 blocks. Clearing re Club Road completed 8 March 2014 • Stage two re headworks is now scheduled for November 2014 • Stage three – finalisation of roads <hr/> Lots successfully developed <ul style="list-style-type: none"> • Sale of lots
30. Gateway Project Plans Project management: 0.1 Percentage Completed: 10%	High	1.2.3, 1.6.1	CEO	0	250,000	0	0	Sinosteel	<ul style="list-style-type: none"> • Designs received previously. Matters to be determined: level of funding, Munckton Road, the design (tower) • Funding sources : <ul style="list-style-type: none"> o Sinosteel: \$200,000. Stated in CBP confirmed. However, only \$30,000 put aside; o Shire: \$50,000 to be budgeted. Has not happened. o 13/14 Budget \$250,000 Sinosteel? o SMC are now offering \$100,000 • Recurrent costs post 2016 \$2,500 <hr/> Formal entry will provide sense of place <ul style="list-style-type: none"> • Annual community survey • Visitor survey conducted visitor centre
31. Omnibus Scheme Development Project management: 0.2 Percentage Completed: 55% <ul style="list-style-type: none"> • Omnibus: 70% 	Medium	1.5.1	Planning Officer CEO	0	350,000	300,000	0	WAPC, EPA	2013/14 \$232,844 in Budget <ul style="list-style-type: none"> • Urban Design Guidelines developed: <ul style="list-style-type: none"> o Individual meetings held with business owners; o Staff briefed 25 February 2014; o Community meeting to be

<ul style="list-style-type: none"> • Urban Design: 75% • LP Strategy: 20% 									<p>rescheduled;</p> <ul style="list-style-type: none"> ○ Mike Davis to brief Council 17 April 2014 ○ Completion expected 25/04/14; <ul style="list-style-type: none"> • Omnibus amendments due 30/06/14 • Scheme strategy changes due 30/09/14 <hr/> <p>LP Strategy and Scheme</p> <ul style="list-style-type: none"> • Completed report WAPC <p>Omnibus</p> <ul style="list-style-type: none"> • Completed report WAPC <p>Urban design guidelines</p> <ul style="list-style-type: none"> • Endorsement by Shire of Morawa as policy
<p>32. Old Morawa Hospital</p> <p>Project management: 0.05</p> <p>Percentage Completed: 80%</p>	Medium	1.9.4	CEO	0	50,000	0	0	MWDC, R4R	<p>2013/14</p> <ul style="list-style-type: none"> • \$50,000 not budgeted; • Technical report received 16/11/13. Cost of report: \$3,900 funded from Consultancy Services Admin; • Scope of report discussed with Council 11 February 2014; • Separate site visit and briefing completed 20 March 2014; • Extension for management order (Intention to Take) sort by CEO/DCEO/PO 3 April 2014 as current order expires in May 2014; • Further resolution on use of site required <hr/> <p>Hospital is renewed as community asset</p> <ul style="list-style-type: none"> • Project completion and new community use

Objective: A collaborative and connected community with strong and vibrant leadership

Program Area: Governance and Leadership

Goal: Provide high levels of governance to lead and successfully manage the Shire and program of services for the community

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
33. Leadership and Mentoring – Young people Project management 0.01 FTE Percentage Completed: 75%	High	3.1.9	CYDO	0	120,000	120,000	120,000	<ul style="list-style-type: none"> Morawa Youth Centre 	2013/14 <ul style="list-style-type: none"> Operating \$112,634; Projects \$24,200 (Grants): <ul style="list-style-type: none"> Crime Prevention Grant application submitted for CCTV and Skate Park lighting (\$24,000); LDAG Event: 160 people attended; National Youth Event (Music Festival) 4 April 2014 2013 Output: Youth Officer employed (completed) <hr/> Young people move into leadership role <ul style="list-style-type: none"> Number in community organisations and Council
34. Leadership and Advocacy Role: <ul style="list-style-type: none"> CBH to upgrade and extend facilities Lobby for access to education system Advocate with State Government to deliver NBN Advocate with Western Power for an upgrade of the Morawa Three Springs Feeder Lobby State Government to retain grain on rail Lobby for Roads Funding Engage with State Government re Kadji Kadji Station Advocate for visiting specialist and allied health Advocate for adequate police and emergency services Project management 0.1 FTE Percentage Completed: 75%	High	1.2.1, 1.3.4	CEO	0	0	0	0	<ul style="list-style-type: none"> All major service providers, State and Australian Government Agencies 	Met through normal operating costs 2013/14 <ul style="list-style-type: none"> CBH: Has changed focus? No further action Education System: MEITA project – Interim Business Case completed; NBN: Satellite to Mt Campbell; Optic to Town; Western Power – Townsite has been upgraded, but feeder line under review see Status Report; Grain on Rail: Watching Brief; Kadji Kadji: Conservation watching brief; Specialist & Allied Health: <ul style="list-style-type: none"> GP expanding practice, RFDS Dental Van in place; Police & Emergency Services: LEMC and CESM Program in place; Participated in Northern Zone Conference; Regional Cooperation Worksop to be held 10 April 2014 <hr/> Agencies and Service Providers meet community needs <ul style="list-style-type: none"> Annual community survey

<p>35. Invest in Council's Capacity</p> <p>Oversee Management of Shire 0.1 FTE</p> <p>Integrated Strategic Planning Support: 0.2 FTE</p> <p>Annual Customer Survey: 0.1 FTE</p> <p>Percentage Completed: 75%</p>	<p>High</p>	<p>4.3.1, 4.3.2, 4.3.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.6.1, 4.6.2, 4.7.1, 4.7.2, 4.8.1, 4.8.3</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>		<p>Met through normal operating costs:</p> <p>Staff Training and Development</p> <ul style="list-style-type: none"> Well Program: \$12,696 (MWRC dissolved – will affect training of staff) PWOH: \$26,578 Other Property & Services: \$8,438 <p>Professional Development Councillors</p> <ul style="list-style-type: none"> \$8,000. Zone Conference 28/29 March - completed <p>Traineeships</p> <ul style="list-style-type: none"> \$0. CII Student 1 day a week engaged <p>Whole of Life Costings</p> <ul style="list-style-type: none"> 12/13 Plant & Equipment not finished 13/14 Land & Buildings 14/15 Road Infrastructure 15/15 Furniture & Equipment <p>Implemented IPR Framework</p> <ul style="list-style-type: none"> SCP 21/06/12; CBP 20/06/13; Department requested modifications to SCP by 31 March 2014 – completed 25/03/14; Risk Management policy, compliance plan and strategy now required (Reg 17) <p>Review Council Policies and Local Laws</p> <ul style="list-style-type: none"> Undertaken each March – completed for 2013/14 <p>Compliance with all Legislation and LG Act</p> <ul style="list-style-type: none"> Annual Compliance Return undertaken and submitted to March OCM – completed for 2013 <p>Delivery of Services as Sub-Regional Hub</p> <ul style="list-style-type: none"> Ongoing Shared Services <p>Website</p> <p>New design chosen. Should be live by the end of March 2014 (now 11 April 2014).</p> <p>Annual Customer Surveys</p> <ul style="list-style-type: none"> Process to be revisited by 30 June 14
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										Excellence in governance, management and leadership <ul style="list-style-type: none"> Annual community survey
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Program Area Operating Cost: Percentage Completed: 55%	Ongoing		CEO	836,083	852,000	869,000	886,000			2013/14 (\$508,806) Staff Required: 1 FTE Cost YTD: \$277,757 Recurrent Cost post 2017: \$903,000 Note: \$309,990 is set aside separately as a capital cost for the Old Town Hall upgrade
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Assessment

The following matrix is a summary assessment on the status of the Corporate Business Plan:

Criterion	Key Requirements	Progress/Comment	Tracking
Assessment of Projects	<p>Projects (35):</p> <p>Projects on-track: 5 Projects monitored: 9 Projects off-track: 12 Projects deferred: 9 Percentage Completed: 47%</p> <p>Program Areas-Operating (4):</p> <p>Monitor 2 Off-track 2</p>	<p>Projects</p> <ul style="list-style-type: none"> Staff resourcing in terms of key roles is a constant issue regarding consistency and progressing of goals i.e. the long term vacancy of the CEO position; The second key issue has been the constant waiting on the approval of funding or resources for key projects: <ul style="list-style-type: none"> State Cabinet – continual delays whilst it makes a decision (Town Centre Revitalisation and Freight Road Re-alignment); Scrapping of Commonwealth funding programs e.g. RADF5 (Town Hall project); Changes to Royalties for Regions (CLGF) funding or not meeting acquittal requirements (Includes key funding regarding the Morawa Swimming Pool); MWDC requirement to continually review business cases; Competition regarding the availability of bitumen for major road projects (has been secured for Feb 2014, so will be on track) The majority of projects with monitoring status, although they have a low completion status, are on track in terms of where they are regarding the timeline of the project. <p>Program Areas-Operating Each program area – operating although they have a monitoring status and off-track status, are on track in terms of normal operations for this time of year.</p>	
Resource Capability (Staff)	<ul style="list-style-type: none"> CBP: 2.08 FTE Programs: 24.07 FTE Project Officer funded externally MWRC setting up support re: <ul style="list-style-type: none"> Human Resource Management Higher Level Financial Management 	<p>The key issue here is that the MWRC has dissolved and so is no longer in a position to provide additional support. In particular:</p> <ul style="list-style-type: none"> HRM appears to be lacking; Higher level financial management appears to be lacking; Engineering support has fallen over; Health and building support has fallen over. 	

	<ul style="list-style-type: none"> ○ Engineering ○ Health and Building ● Succession planning/mentoring 	<p>The balance between SuperTowns and local government operations is impacting on staff. Key impacts include:</p> <ul style="list-style-type: none"> ● The struggle to provide consistent governance support; ● Records management constantly suffers; ● Front line services constantly interrupt administration support. <p>Resource sharing with Shire of Perenjori is now being explored to help address the above</p>	
Assets of the Shire	Whole of Life costs for the next 10 years are put at \$2,426,700 per annum	No change. However, this may change once the asset management plans are completed	
Financial Estimates of the SCP	<p>Funding:</p> <ul style="list-style-type: none"> ● Shire Contribution \$3,041,238 ● CLGF – Regional: \$ 250,000 ● CLGF – Local: \$ 718,000 ● Mid West DC: \$3,049,980 ● Other: \$5,147,500 <p>Financial Ratios</p> <ul style="list-style-type: none"> ● It is not believed that the CBP will negatively impact on the ratios ● Will need recalculation in line with the long term financial plan 	<p>Funding:</p> <p>As per Assessment of Projects:</p> <ul style="list-style-type: none"> ● CLGF – R for Mobile Blackspot Tower Project of \$583,333 (out of \$1M approved 7 March 2014); ● CLGF – L 358,000 for 2012/13 is subject to reinstatement as part of the State Budget process for 2014/15 <p>Financial Ratios</p> <p>The 2013/14 auditor’s report puts three ratios within acceptable limits and three that are borderline</p>	
Operational Risk Assessment	<p>Consists of three key elements:</p> <ul style="list-style-type: none"> ● Systems ● Processes ● Resources 	<p>A Corporate Risk Management Plan and Matrix is required for the Shire (This was not identified as a key system in the CBP although there is an operational risk assessment that forms part of the CBP. The operational risk assessment does not provide the list of risk parameters or appetite that can be used on an ongoing basis. This is a critical tool when making key decisions).</p> <p>Document Management</p> <ul style="list-style-type: none"> ● Staff are in the process of setting up electronic records management. <p>Project Management</p> <ul style="list-style-type: none"> ● Not in place <p>Stakeholder Management System</p> <ul style="list-style-type: none"> ● Not in place <p>ICT System</p> <ul style="list-style-type: none"> ● Current system is adequate for needs. Requires optimisation of its use. 	

		<p>HR Processes</p> <ul style="list-style-type: none"> • Training and development is budgeted for; • Flexible work arrangements are in place; • Recruitment processes have been improved since November 2013 (recruitment start up sheet and interview assessment sheet introduced); • It is highly unlikely that HR support and high level financial support will come from the MWRC; <p>Workforce Planning and Cost Modelling</p> <ul style="list-style-type: none"> • Performance management system required; • A review of JDFs (PDs) required. <p>Skills Development</p> <p>See HR processes and Workforce Planning and Cost Modelling</p> <p>Workforce</p> <ul style="list-style-type: none"> • Corporate Business Plan monthly report developed and implemented December 2013; • Also see workforce planning and cost modelling. <p>Council</p> <ul style="list-style-type: none"> • Engagement of community regarding the role of the Shire and Council's responsibilities is required: <ul style="list-style-type: none"> ◦ Review of the community engagement policy required; <p>Asset Base</p> <ul style="list-style-type: none"> • Rationalisation of assets will occur with the adoption of the asset management plans; • Collaborative regional processes that optimise the revenue base is occurring 	
<p>Internal Analysis (Required Improvements)</p>	<p>There are 10 key improvements required:</p> <ol style="list-style-type: none"> 1. Invest in electronic data management 2. Implement electronic project management 3. Stakeholder relationships managed electronically 4. Communication systems between staff and councillors 5. Formal HR mentoring for senior staff 6. Implement excellent HR systems 7. Effective job planning, detailed JDFs 8. Implement work output monitoring systems 	<p>See Operational Risk Assessment</p>	

	<p>9. Rationalise asset base at every opportunity</p> <p>10. Continue to invest in regional processes that optimise Shire revenue base</p>		
<p>Measuring Our Success</p>	<p>The Key Performance Measures are:</p> <ul style="list-style-type: none"> • Community satisfaction telecommunication services (AS); • Community satisfaction town amenity (AS); • Community satisfaction housing supply (AS); • Community satisfaction other services (AS) • Number houses built per year; • Land availability for projects; • Nil waste targets achieved; • All residents able to access primary health care service within 24 hour target; • Number cultural events held; • Annual community satisfaction with cultural, heritage and recreation services (AS); • Volunteering rate each census period; • Community satisfaction with engagement with Council (AS); • Improvement in financial ratios • Low employee turnover • Successful fundraising for key projects 50% target 	<p>Annual Survey (AS) Outcomes:</p> <ul style="list-style-type: none"> • Survey process is in place. Satisfaction levels developed based on Shire of Morawa Community Engagement Report 2012. <p>House Built Statistics:</p> <ul style="list-style-type: none"> • To be determined (possibly 2 per annum) <p>Waste Targets</p> <ul style="list-style-type: none"> • Closure of Landfill by 2015; Subregional centre in place 2015 <p>Primary Health Care Access (24 hour)</p> <ul style="list-style-type: none"> • Increase satisfaction rating from 2.23 – 2.93. <p>Cultural Events</p> <ul style="list-style-type: none"> • There are 12 – 15 events in place a year. • Arts festival in place <p>Volunteering Rate (ABS Census)</p> <ul style="list-style-type: none"> • To be ascertained <p>Financial Ratios</p> <ul style="list-style-type: none"> • These are now compiled and form part of the 2012/13 annual financial statements. <p>Employee Turnover</p> <ul style="list-style-type: none"> • Currently 7%. The benchmark for local government is 12%-16% <p>Successful Fundraising for key Projects = 50%</p> <ul style="list-style-type: none"> • Grants approved to date include: <ul style="list-style-type: none"> ○ RADS funding \$20,000 to develop Airport Masterplan. Shire contribution will be \$20,000; ○ DER - Waste Management Strategic Plan: \$5,000. Shire's contribution \$5,000. • It would be appropriate to develop a grants plan and matrix to Identify, track and summarise all grants received 	

Legend

Off-track (0-49% completed)	
Monitor (50-69% completed)	
On-track (70 – 100% completed)	
Projects deferred	

- 7.2.6.4 Correspondence
- 7.2.6.5 Information Bulletin

- 8. New Business of an Urgent Nature**
- 9. Applications for Leave of Absence**
- 10. Motions of Which Previous Notice Has Been Given**
- 11. Questions from Members without Notice**
- 12. Meeting Closed**
 - 12.1 Matters for which the meeting may be closed
 - 12.2 Public reading of resolutions that may be made public
- 13. Closure**

Next Meeting

Ordinary Meeting 15th May 2014