



Ordinary Council Meeting

22nd September 2015



Papers Relating

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10.1.1

Eucla Airstrip



COUNCIL
SEPT

Your ref:
Our ref: 00213-2011
Enquiries: Kevin Emrose Ph: (08) 6552 24604
e-mail kevin.emrose@lands.wa.gov.au

30 July 2015

Chief Executive Officer
Shire of Dundas
PO Box 163
NORSEMAN WA 6443

RECEIVED
4 - AUG 2015
BY:

FILE NUMBER	TT.SP.1
RECORD NUMBER	ICR201581613
PRESIDENT	
CEO	✓
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HEALTH / BUILDING	
WORKS	
FINANCE	
RATES	
PAYROLL	
PROJECT OFFICER	
LIBRARY	
CRC	
YOUTH	
COM DEVEL	

02
102.2

Dear Mr Richard Brookes

EUCLA AIRSTRIP

Thank you for being so generous with your time on Wednesday the 22nd of July 2015, it was most appreciated.

To continue our conversation about the Eucla airstrip I confirm that the Department of Lands (DoL) has not been able to identify a valid 'past act' or definitive association with a 'public work' with regard to the construction of the Eucla airstrips. Accordingly a 'future act' under the Native Title Act 1993 (Cth) (NTA) will be necessary to support proposed reservation and issue of a conditioned management order to the Shire.

The landing strip falls under the 'infrastructure facility' definition under the NTA accordingly it is considered that a 'future act' under section 24MD (6A) and 6B) of the NTA is appropriate coupled with sections 165 and 170 of the LAA.

Deposited Plan 72983 depicting the subject land as Lot 340 is suitable to use for both compulsory acquisition and subsequent reservation, copy enclosed.

Lot 340 is within the Mirning People claim area and compulsory acquisition under section 24MD(6A) and (6B) of the NTA provide the claimant party a two month period from notification to object and following receipt of an objection the State has an obligation to consult about ways of minimising the act's impact native title rights and interests. Native Title holders are entitled to compensation under this 'future act' process.

The Member for Eyre, Dr Graham Jacobs, MLA, has conveyed your Council's unwillingness to indemnify the State against all costs arising from the proposed compulsory acquisition and sought the Minister for Lands' exemption in this regard. I believe that this matter can be addressed under s167 of the LAA where the Minister may enter into an agreement as to the maximum amount that a person will be liable to pay to the State in respect to the taking / acquisition. A copy of s167 of the LAA is also enclosed.

As per earlier correspondence under s165 of the LAA the Minister (himself) must reach / form an opinion that the proposal confers an economic or social benefit on the State or the relevant region or locality. I am confident from the information that you and the Member for Eyre have provided that DoL will be able to build a cogent case to allow the Minister to reach such an opinion. With your written agreement I will also seek the Minister's approval to cap the maximum amount payable to the State for the Taking / acquisition to one dollar waived as part of this submission.

It can be anticipated that claimant party, Mirning People, will object under the 'future act' process. One of the opportunities to minimise the impact on the compulsory acquisition could be the undertaking of a heritage survey. In this regard I would like Council to consider a contribution towards heritage survey costs (perhaps a capped amount, as briefly discussed) and also the adoption of a Management Order condition limiting associated or ancillary development to a defined development area abutting or in the immediate vicinity of the existing constructed facilities. The standard Management Order provision with regard to powers to lease or licence for any term not exceeding 21 years could in turn be restricted to the development envelop. In this way arguably a good proportion of the land under the reservation and Shire's management will remain largely 'as is' and should not attract 'heritage survey' consideration.

Please, at your earliest convenience –

- Consider and if acceptable to Council provide written agreement in support of DoL seeking agreement of the Minister capping the Shire's compensation liability amount at \$1 waived.
- Advise of Council's deliberations as to a contribution towards heritage survey costs, payable only if claimant party seeks such a survey.
- Consider the development envelop proposal and if in support provide a rough 'mud map' of the possible extent of the same.

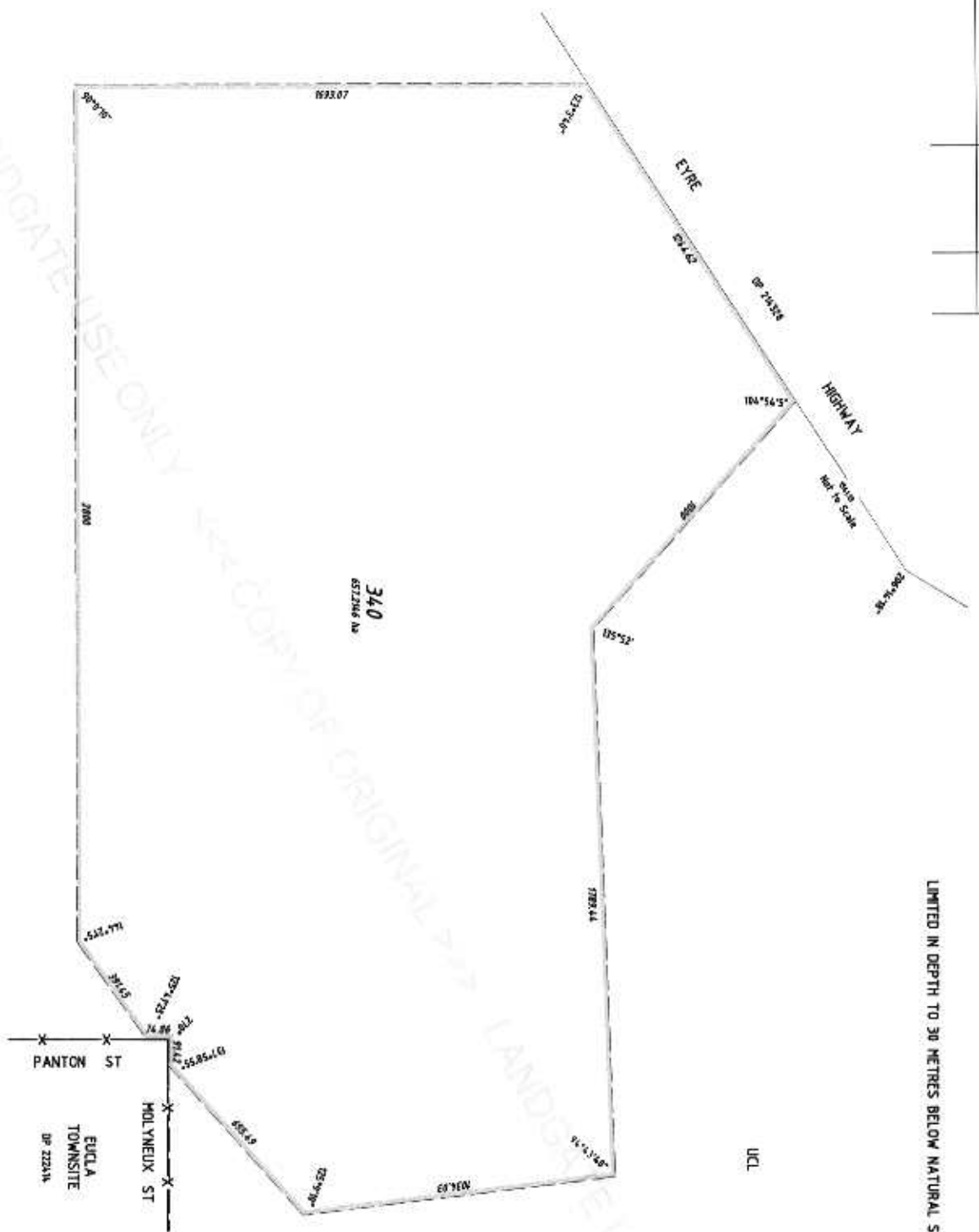
Yours sincerely



Kevin Emrose
Assistant Manager
Goldfields Esperance Wheatbelt

NR	
LANDGATE USE ONLY	
DATE OF SURVEY	14/11/11

LIMITED IN DEPTH TO 30 METRES BELOW NATURAL SURFACE



HELD BY LANDGATE IN DIGITAL FORM ONLY

LOT 340

DISTRICT	HUNTERVILLE	FORMER TOWNSHIP
TOWNSHIP		
TOWN PLAN	12/11-2011	NO.
LOCAL AUTHORITY	SHERE OF DUNDAS	
LOCALITY	EUCULA	

SCALE	1:10000
DATE OF SURVEY	14/11/11

SUBJECT TO SURVEY
NOT FOR ALIENATION PURPOSES

LABOUR	TYPE OF VALUATION
DATE: 10/09/2012	FIELD ASSESSOR: PMS
REZ ZONE: N/A	VALUATION: N/A
ADDRESS: N/A	APPROVED BY: [Signature]

APPROVED BY: [Signature]	DATE: 15/04/2012
APPROVED BY: [Signature]	DATE: 15/04/2012



DEPOSITED PLAN
72983

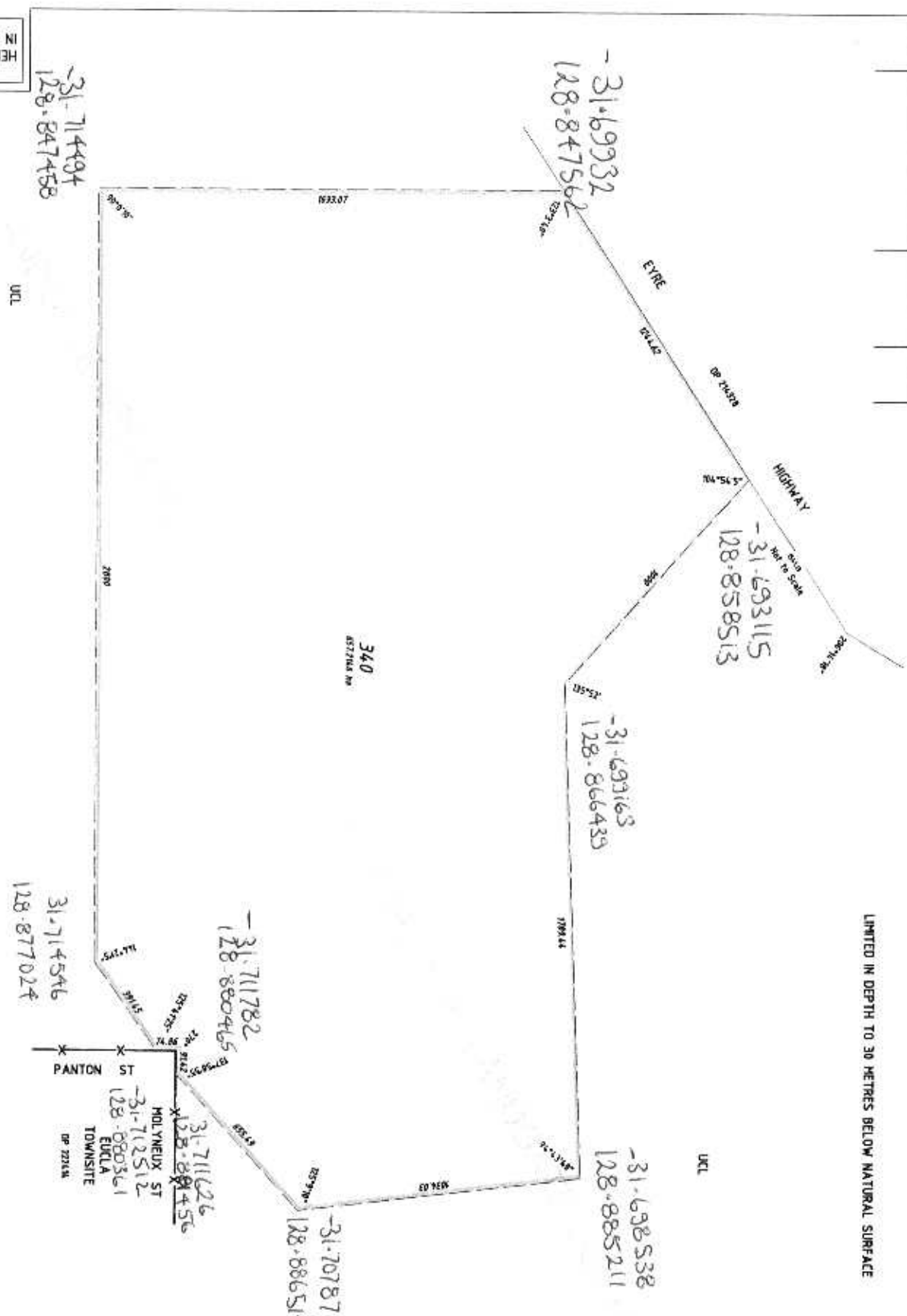
166. Application of this Part and Part 10 to taking authorised, and interests taken, under s. 165

- (1) This Part and Part 10 apply in relation to a taking of interests in land authorised under section 165 as if—
 - (a) the taking were for a public work; and
 - (b) a reference to the purposes of a public work were a reference to the purposes of a proposed grant.
- (2) This Part and Part 10 apply in relation to interests in land that have been taken in accordance with an authorisation under section 165(1) as if—
 - (a) the interests had been designated for the purposes of the granting of the estate, interest, right, power or privilege in, over or in relation to land for which the taking had been authorised; and
 - (b) those purposes were the purposes of a public work.

167. Agreement as to payment of compensation etc. by person who will get grant for which s. 165 taking is authorised

- (1) If, at the request of a person, it is proposed that the taking of an interest in land be authorised under section 165 for the purpose of a grant to the person, the Minister and the person may enter into an agreement as to the amount or the maximum amount that the person will be liable to pay to the Crown in respect of the taking, if it occurs, by way of reimbursement of—
 - (a) the moneys payable by way of costs or compensation under section 258; and
 - (b) the value of any non-money compensation given under section 212; and
 - (c) any compensation payable under section 24MD(2)(e) or (3)(b) of the NTA.
- (2) If the proposal is carried out, the Minister may in writing require the person to pay to the Crown the amount or the maximum amount so agreed, and at such time or times as the Minister may specify.

LIMITED IN DEPTH TO 30 METRES BELOW NATURAL SURFACE



HELD BY LANDGATE IN DIGITAL FORM ON

LOT 340

SCALE AND ALL DIMENSIONS IN METRES	1:10000	0m 10m 20m 30m 40m 50m 60m 70m 80m 90m 100m
DISTRICT	MARLBOROUGH	FORMER TOWN
TOWNSHIP		
TRIP FILE	12771-2011	SI
LOCAL AUTHORITY	SHERE OF DUNEDIN	
LOCALITY	EUCLIA	
DATE	16/04/2012	

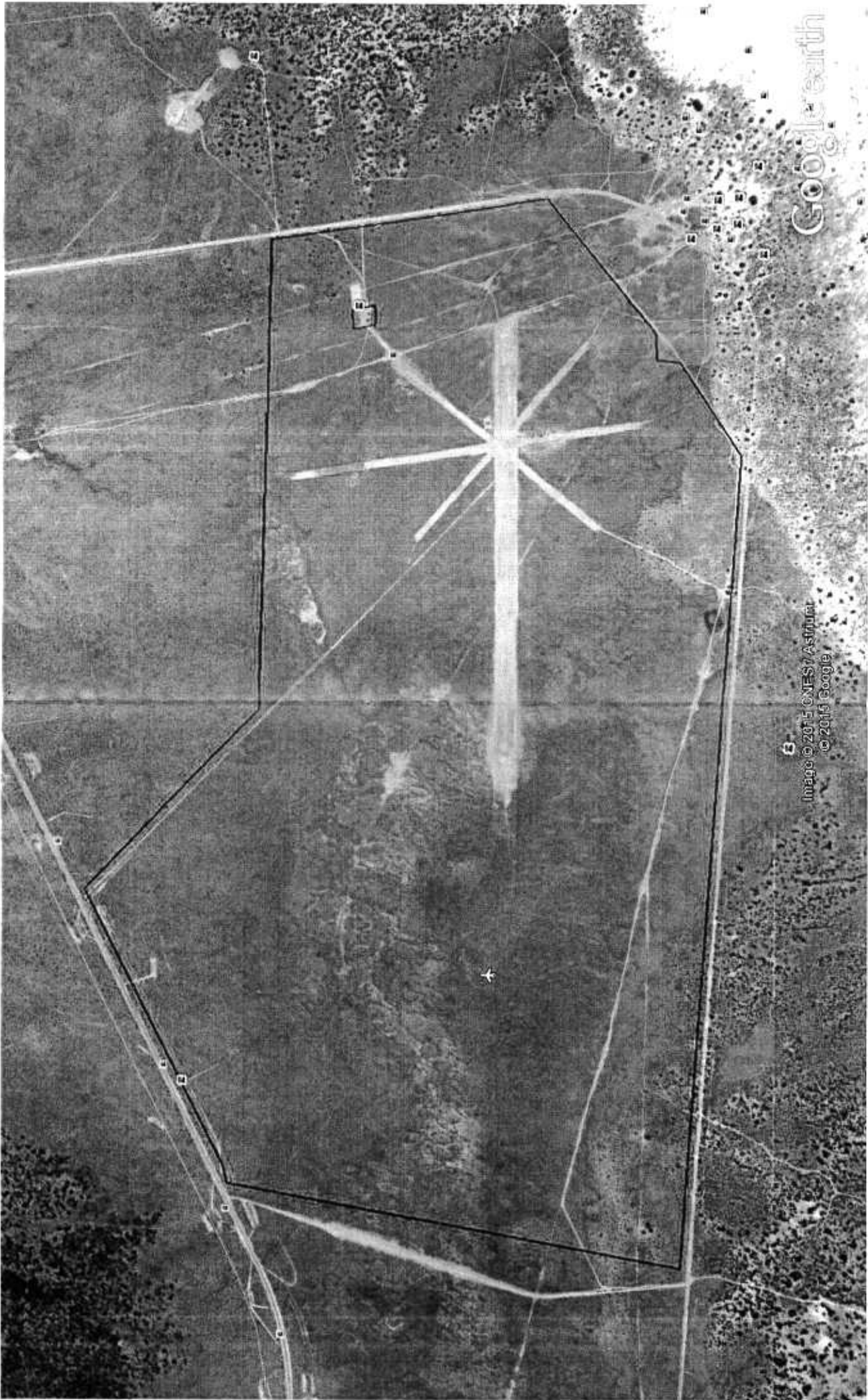
SUBJECT TO SURVEY
NOT FOR ALIENATION PURPOSES

APPROVED LAND OFFICER

APPROVED

Landgate
DEPOSITED PLAN

72983



Google earth

Image © 2015 CNES/Airbus
© 2015 Google



Google earth





Google earth

Google earth

feet
meters

700
200



Image © 2015 CNES / Astrium



10.1.2

Lease Old Shire Office



LEASE AGREEMENT

SHIRE OF DUNDAS

and

Lynn & Sharon Webb

LEASE OF

**“Old Dundas Roads Board Building” located on a portion of
Lot 49 (80) corner Prinsep & Ramsay Street**

Lease agreement from 1st October 2015 to 30th September 2020

DK

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LEASE

This Lease dated

PARTIES

The SHIRE OF DUNDAS of 88-92 Prinsep Street, Norseman, Western Australia (**"the Lessor"**)

and

Lynn Webb & Sharon Webb the person or persons described in Item 1 of the Schedule (**"the Lessee"**)

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the contrary intention appears:

"Building" means the building or buildings and all other fixed improvements forming part of the Premises and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 3 of the Schedule;

"Lessor's Interest" means the Lessor's interest in the Land which interest is described in Item 2 of the Schedule;

"Maintenance Program" means the document described as such a copy of which is attached to and forms part of this Lease;

"Permitted Purpose" means the purpose described in Item 6 of the Schedule;

"Premises" means the premises described in Item 2 of the Schedule;

"Rate of Interest" means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

"Rent" means the rent payable by the Lessee pursuant to this Lease which rent is specified in Item 4 of the Schedule;

"Term" means the term of this Lease as specified in Item 3 of the Schedule commencing on the Commencement Date and any shorter period in the event of the early termination of the Term.

1.2 Interpretation

In this Lease, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Lease as amended from time to time in accordance with the terms of this Lease;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Lease;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) use of the words "includes" or "including" means without limitation, unless the contrary intention appears;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
- (i) all dollar amounts specified in this Lease are in Australian dollars.

2. LEASE

2.1 Lease

The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

2.2 Term

The Premises are held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 3 of the Schedule the Lessee paying therefore the Rent payable in the manner provided in this Lease.

2.3 Rent

- (1) The Lessee must pay to the Lessor for each year of the Term the annual rent specified in Item 4 & Item 4A of the Schedule.
- (2) The Rent is payable in the manner set out in Item 5 of the Schedule.

3. LESSEE'S OBLIGATIONS

3.1 Rates and taxes

The Lessee must punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local

government, any water supply authority, any sewerage authority or by any other authority which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

3.2 Services

The Lessee must punctually pay for all water, gas, electricity, telephone and other utility services which are either provided to or used on the Premises.

3.3 Maintenance

- (1) The Lessee must keep and maintain every part of the Premises and all lighting and electrical installations and all drainage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition.
- (2) The Lessee need not carry out repairs of a structural nature.
- (3)
 - (a) Without derogating from the Lessee's obligation under subclause (1), the Lessee agrees, within 7 days after receipt of a property condition report from the Lessor, to sign and return the report noting any variations.
 - (b) The property condition report when signed by the parties is to be taken to be a true and correct description of the Premises as at the date of the report.
 - (c) If the Lessee fails to sign the property inspection report, noting any variations, and to return it to the Lessor within 7 days after receipt, then the property inspection report provided by the Lessor is taken to be a true and correct description of the Premises as at the date of the report.
- (4) Without limiting the generality of the Lessee's obligation under subclause (1), the Lessee must carry out and observe the requirements of the Maintenance Program.

3.4 Cleaning

The Lessee must

- (1) keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind; and
- (2) observe, perform, discharge, execute and take such sanitary measures and precautions and, subject to clause 3.22, construct any works and make any amendments, alterations and additions to the Premises at any time as are during the Term be required by or under any written law.

3.5 Make good damage

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees agents, contractors, invitees, licensees, sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.6 Repaint

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor at the Lessee's own expense the Lessee must paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all parts of the Premises as have been previously painted, coloured, varnished or papered.

3.7 Entry by Lessor to view and to repair

The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times:

- (1) to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor; and
- (2) in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

3.8 Abatement of nuisances

The Lessee must;

- (1) not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act 1911 or any other Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate the nuisance or alleged nuisance; and
- (2) ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

3.9 Pests

The Lessee must keep the Premises free of ants, termites, rodents, pests and vermin.

3.10 No living in premises

The Lessee must not use or permit the use of any part of the Premises for living or sleeping or for any unlawful purpose.

3.11 Defacing

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless with the prior written approval of the Lessor.

3.12 Rubbish

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.13 Disorderly behaviour

The Lessee must prevent disorderly behaviour and indecent language at the Premises.

3.14 Compliance with written laws

The Lessee must comply with, carry out and perform the requirements of the Local Government Act 1995, the Health Act 1911 and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.15 Permitted Purpose and operation of lessee's affairs

The Lessee must:

- (1) use the Premises only for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.
- (2) at all times conduct its affairs for the Permitted Purpose in a first class businesslike and reputable manner and with due diligence and efficiency.

3.16 Insurances

The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

- (1) a policy covering public risk which:
 - (i) provides for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or any higher amount as that Lessor reasonably specifies; and
 - (ii) extends to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative; and
- (2) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.17 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.18 Not to void insurances

The Lessee must not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

3.19 Building insurance

The rent payable by the Lessor includes an amount in respect of building insurance for the Premises effected by the Lessor however the Lessee must pay to the Lessor upon

demand one half of the amount of any excess or deductible payable in respect of any claims under any policy of building insurance.

3.20 Compliance with insurance regulations

The Lessee must:

- (1) comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) pay to the Lessor on demand the Lessor's costs of carrying out:
 - (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant authority; and
 - (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.

3.21 Indemnity

The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

3.22 Alterations and improvements

The Lessee must not:

- (1) without the prior written consent of the Lessor, make or permit to be made any alteration or additions to the Premises or remove from the Premises any improvement; and
- (2) cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.23 Notice of defects

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

3.24 Sale and storage of alcohol

The Lessee must not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior consent in writing of the Lessor and in accordance with a licence under the Liquor Licensing Act 1988.

3.25 Assignment or subletting

The Lessee must not

- (1) assign, sublet or part with the possession of the Premises or any part of the Premises and the Lease without the prior written consent of the Lessor;
- (2) mortgage, encumber or charge the Premises or the Lease.

Sections 80 and 82 of the Property Law Act 1969 are expressly excluded.

3.26 Legal costs - default

The Lessee must pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

3.27 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee must remove from the Premises all tenant's fixtures and fittings and all of the Lessee's chattels. The Lessee must not do or allow any damage to the Premises in the removal. If however any damage occurs the Lessee must immediately make it good; and
 - (c) the Lessee must remove any lettering, signs, pictures, picture hooks, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its tenant's fixtures and fittings and the Lessee's chattels the Lessor may at its option do either or both of the following:
 - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
 - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

3.28 No registration or absolute caveat

- (1) The Lessee must not register this Lease or lodge any absolute caveat in respect of the Premises.
- (2) If any absolute caveat is registered or lodged or the Lease is registered by the Lessee, then in consideration of the Lessor having granted this Lease to the Lessee, the Lessee hereby irrevocably appoints the Lessor and each and every one of the officers or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term the agent and attorney of the Lessee to surrender or withdraw the lease or caveat the cost of which must be borne and paid by the Lessee.

3.29 Special conditions

The Lessee must observe and perform the special conditions set out in Item 8 of the Schedule.

4. QUIET POSSESSION

If the Lessee pays the rent and performs its covenants contained in this Lease the Lessee may peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the interest of the Lessee under this Lease is taken in execution;
- (f) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (g) the Lessee abandons or vacates the Premises; or
- (h) the Lessee being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;
 - (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
 - (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may in addition to its other powers either:

- (i) re enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
 - (ii) by notice in writing to the Lessee determine this Lease,
- or both.

5.2 Lessor's powers

- (1) If the Lessor exercises its powers under clause 5.1, this Lease is to terminate but the Lessee is not released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected.
- (2) On termination if the Lessee fails to remove its fixtures, fittings and chattels then the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale, but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the rent or a proportionate part of the rent, according to the nature and extent of the damage sustained will abate and all remedies for recovery of the rent or such proportionate part of the rent will be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease imposes on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants agent or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest shall a debt due by the Lessee to the Lessor and is payable on demand and may be recovered by the Lessor in the same manner as if the debt were for rent due under this Lease in arrears by action in law and the cost expense and interest is a charge on the Term.

5.5 Works by Lessor

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
 - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
 - (b) carrying out any repairs, alterations or works of a structural nature;
 - (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
 - (d) making any repairs which the Lessor may think necessary to the Premises;

- (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
 - (f) taking inventories of fixtures;
 - (g) exercising the powers and authorities of the Lessor under this Lease.
- (2) In carrying out the works referred to in this clause the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but in that event the tenancy is a tenancy from week to week at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is determinable at the expiration of one week's notice by either party to the other at any time.

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease operates as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease and it does not operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease does not constitute a waiver by the Lessor of any breach of any provision in this Lease and does not create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Execution of works by Lessor

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (a) build any further storeys upon the Building; or
- (b) alter repair add to or re-build any part of the Premises or the Building; or

(c) construct erect, lay down, alter, repair, cleanse or maintain any drain, ventilator shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or

(d) underpin; or

(e) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees agents workmen and contractors and appliances enter upon the Premises and carry out the works doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay but without making compensation for any damage or inconvenience to the Lessee provided that in each case the Lessor must cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.4, 3.15, 3.17, 3.19 and 3.25 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

7. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.
- (2) In this clause:

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Agreement other than this clause;

"GST" means any form of goods and services tax or similar value added tax;

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

“GST Legislation” means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

“Rate” means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Agreement;

“supply” includes supply as defined under GST Legislation.

THE SCHEDULE

Item 1	Lessee's Name and Address:	Lynn & Sharon Webb 78 Goodliffe Street Norseman WA 6443
Item 2	Land:	Lot 49 (78) Prinsep Street Norseman WA
	Premises:	"Old Dundas Roads Board Building"
	Lessor's Interest:	Ownership of the land and building including all fixtures and fittings
Item 3	Term:	5 Years
	Commencement Date:	1 st October 2015
	Expiry Date:	30 th September 2020
Item 4	1st Year Rent:	\$7,800 pa (inc GST)
Item 4A	Subsequent Annual Rent	To be reviewed by the Council when setting the schedule of fees and charges in 2016
Item 5	Manner of payment of rent:	Direct deposit into the Shire of Dundas Municipal Account the rent in advance prior to the first day of each month
Item 7	Permitted Purpose:	Art gallery and photographic studio and ancillary uses
Item 8	Special conditions:	The Lessor is to install all lighting within the premises at the Lessors cost.

EXECUTION

EXECUTED by the parties

THE COMMON SEAL of **SHIRE OF DUNDAS** was hereunto affixed pursuant to a resolution of the Council in the presence of;

)
)
)

Shire President

Dated

Chief Executive Officer

Dated

Witness Signature

Witness Name

Dated

Lessee/s

Lessor Signature

Lessor Signature

Lessor Name

Lessor Name

Dated -----

Dated -----

Witness Signature

Witness Signature

Witness Name

Witness name

Dated -----

Dated -----

ATTACHMENT 1

MAINTENANCE PROGRAMME

INTERNAL & EXTERNAL

Lights or other electrical fittings

All light or other electrical fittings must be maintained in a sound and safe working condition. All damaged or unserviceable globes and fluorescent tubes must be replaced immediately.

Toilets and showers

All plumbing including toilet fittings, toilet roll dispensers must be maintained in a sound safe working condition.

Kitchen

All cupboards, benches, sinks, plumbing and other fittings must be maintained in a sound and safe working condition.

Security systems

The security system must be maintained in a sound and safe working condition.

Appliances

Stoves, refrigerators, fans, heaters hot water systems and any other appliance must be maintained in a sound and safe working condition. All air-conditioning units must be serviced on an annual basis. Gas appliances must be maintained in a safe and safe working condition at all times and in accordance with requirements of the gas supply authority.

General

All fixtures and fittings must be maintained in a sound and safe working condition.

Vandalism

Any vandalism damage is to be repaired and graffiti is to be removed immediately.

Cobwebs

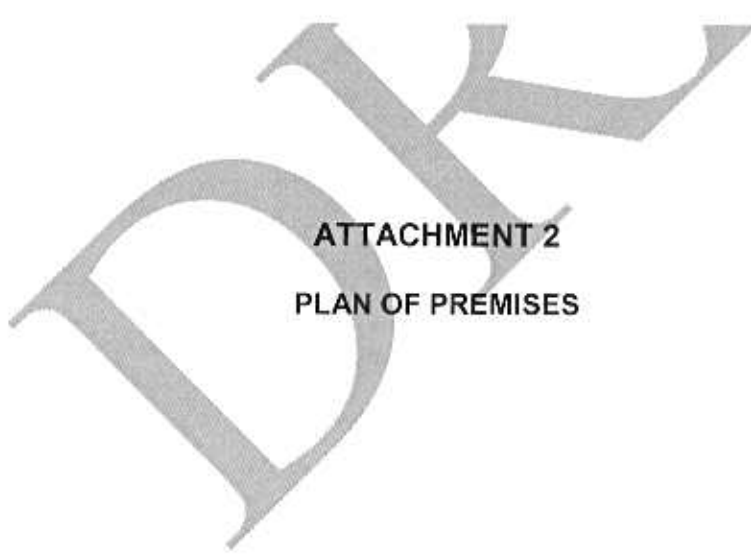
All walls, eaves and external lights must be kept free of dust and cobwebs at all times.

Surrounds of building

The building surrounds must be kept free of rubbish and litter at all times.

Gutters downpipes and drainage

Gutters and downpipes must be kept free from debris at all times and must be cleaned twice yearly or more regularly if necessary. All drainage must be maintained free of debris and obstructions.



ATTACHMENT 2
PLAN OF PREMISES

ATTACHMENT 3

PROPERTY INSPECTION REPORT

Inspection dated.....

Area or Item	Detail	Condition
Lights and electrical fittings	All lights and electrical fittings are in a sound and safe working condition.	
Doors	All door closers, hinges, locks, catches, knobs, handles and the like are in a sound and safe working condition.	
Toilets and showers	All plumbing including toilet fittings and toilet roll dispensers are in a sound and safe working condition.	
Security systems	The security system is in a sound and safe working condition.	
Appliances	Stoves, refrigerators, fans, heaters hot water systems and any other appliance are in a sound and safe working condition. All air-conditioning units are serviced and in a sound and safe working condition. The gas appliances are in a sound and safe working condition and in accordance with requirements of the gas supply authority	
General	All fixtures and fittings must be maintained in a sound and safe working condition.	
Vandalism	There is no vandalism damage or graffiti	
Carpet area	All carpets are vacuumed, free of stains and in a sound condition.	
Vinyl	All vinyl areas are clean, well-polished and in a sound condition.	
Tiled areas	All tiled areas are clean and in a sound condition.	
Wooden floors	Wooden floors are well polished and in a sound and safe condition	
Painted surfaces	All painted surfaces are clean, free of marks and in good condition.	

Ceilings	Ceilings are clean and free of cobwebs and in a sound condition	
Glass windows and panels	All glass windows and panels are clean and free of cracks or broken panes	
Toilets and showers	Toilets, hand basins and showers are clean in a sound condition.	
Cupboards	Cupboards including all drawers and shelves are in a clean and sound condition	
Sinks, basins, pedestal pans and cisterns	All sinks, basins, pedestal pans, urinals and cisterns are in a clean and sound condition	
Kitchen	Floors, walls and ceiling in good condition. Benches, shelves, cupboards in good condition Stove, hoods and other equipment in good condition and the kitchen is maintained in a thoroughly hygienic and clean condition.	
General Internal	All internal areas of the building are free of dust and cobwebs..	
General External	All walls, eaves and external lights are free of dust and cobwebs.	
Surrounds of building	The building surrounds is free of rubbish and litter and disused materials	
Gutters, downpipes and drainage	Gutters and downpipes are free from debris and in a sound condition All drainage must be maintained free of debris and obstructions and in a sound and safe working condition	



10.3.1

Officers Reports

Youth Report for Council – Meeting 22nd September 2015

Attendance at the Norseman Youth Centre 18/8 – 16/9/2015

Total Days Open: 22 days

Total # of attendances during this period: 103

Average attendance per day: 4.68

25 youth attended and signed into book during this time.

17 - Male 8 - Female

16 - Aboriginal 9 - Non-Aboriginal

5 – 10-12 year olds

6 – 13 year olds

4 – 14 year olds

3 – 15 year olds

2 – 16 year olds

5 – 17-18 year olds

Activities, Meetings & Events:

Youth Centre Upgrades: Recently the Youth Centre received a major upgrade in IT. We have had a sever and network installed which allows the Youth Officer to remain connected to the Shire's network, meaning all work completed at the Youth Centre is kept in the same filing system as the rest of the office. We now have limited internet access for youth to use in relation to studies and other school based work. A secure Wi-Fi hot spot has been installed inside the Pool Kiosk so that the Pool Manager has the ability to work from the pool when it comes to gaining quotes for upgrades, access to emails and other administrative duties.

These upgrades allow the Youth Officer to work from the Youth Centre on a full time capacity and hopes to see an increase in involvement from more parents and youth with planned activities.

School Canteen: Volunteered to help in the canteen whilst the Canteen Manager was away on leave. This is something I am willing to help out with in the future.

Meetings: Has attended within this reporting period the following meetings;

* School Council Meeting * P&C Meeting * Funding Forum in Kalgoorlie

Sports:

- **Netball & Football:** The 3 girls playing netball managed to make it into the first and second rounds of finals but not any grand finals. Well done girls. The under 13's finished their season well. They do not play finals for this grade. Well done to Phoenix for winning Runner-up Fairest & Best and Zeke for winning Best Position Player. The under 14's made it into the Grand Finals against Mines Rovers and won by 30 points. Congratulations to Lochie and Buddy for a great season. The Colts, Reserves & League boys unfortunately did not make any finals games, but

played great games throughout the year.

I attended the Mitchell Medal Count on Monday 7th September as Isaiah was a nominee to receive the Rookie of the Year Award. Was a great night and congratulations to all the award winners.

- School Athletics Carnival: Both Dwayne and I attended the sports carnival to help with judging of the events. Was a great day organised by the school.
- Sports Night Fridays is set to start the first Friday of Term 4, 16th October. I will be looking to hold coaching and umpiring clinics, offer a monthly BBQ (can be run by community groups as a fundraiser). The lights to the oval and courts will be turned on between 6pm & 6.30pm (depends on sunset times) and left on for a minimum of 2hrs. I have approached various members of the community to ask them if they would be interested in running activities on these nights eg: yoga, boxercise or walking groups.

- Swim Club: Currently in the process of applying for funding through the Dept. of Sport and Rec, Norseman District High School P&C with a portion of Youth Activities money to be utilised as well. Need to sit down and talk with the Project Manager regarding funding for the pool.

The aim of Swim Club is to provide the youth and wider community of Norseman the chance to develop more swimming skills, learn water safety, build the capacity of the community by providing training courses for the following: lifeguard, Austswim instructors, Pool Manager courses & bronze medallion courses; plus have fun and with some light and easy fitness sessions.

- BHP Billiton Aquatic Super Series: On Thursday November 26, Swimming WA will be bringing to Norseman past Olympians to deliver swimming and water polo clinics to the kids. There is no cost involved in this clinic to the kids, however they would like the Shire to provide the pool facilities and entries free of charge. They will run 2x 45min lessons (swimming then water polo) followed by a 30min signing time. I have been in touch with the Sports Teacher from NDHS regarding these classes and she is very keen to see this happen.

REPORT TO COUNCIL
ORDINARY MEETING TUESDAY 22ND SEPTEMBER 2015

AREA: COMMUNITY DEVELOPMENT

OFFICER: PANIA TURNER

Period of Reporting: 15th August- 21st September 2015

Introduction:

Community Development has been working on establishing regional and local networks across local government, community health services, education, business, community groups and arts and culture groups. These links offer inside knowledge, diversification of skills, and open up opportunities for collaborative working relationships when it comes to moving forward on community projects, services and engagement.

This month also saw nominations open and close for local government. Council has three seats being declared vacant and whilst it is pleasing to see that there are enough nominations for elections to be held it is important that we continue to work towards promoting the significant role of Councillors in the community and the importance of voting for strong representation.

Due to prior commitments before I commenced as Community Development Officer and professional development I have been out of the office for almost two and a half weeks this month. I would like to say thank you to all the office staff for their assistance whilst I was away and to Youth Officer Cissy Ellison for sitting in on committees and managing some CD commitments on my behalf.

Committee/ Meetings Attended.

- Country Arts WA Artful Leadership Workshop 1
- Goldfields Funding Forum
- Norseman District High School & Indigenous Services Australia Together We Can
- Norseman Gold Fever Meeting with Secretary/Treasurer.
- Norseman Interagency Meeting
- Norseman Today
- Suicide Prevention Working Group

Current Projects:

Norseman Arts: INSPIRE SHARE EXHIBIT 2nd- 8th November 2015

There has been good interest around Norseman Arts over this past month with requests for entry forms coming from as far as Ravensthorpe. It is pleasing to see quite a few enquiries from the local community and enthusiastic support of the event from Norseman District High School.

The Lotterywest Grant application is now sitting before the approvals committee and we have submitted our proposed budget for the event.

The advertising campaign for both the Arts and Gold Fever Festivals will be reach its peak during October with targeted approaches in the Esperance Express and Kalgoorlie Miner as well as radio and community TV spots. Some of the Arts Workshops will also begin in October in the lead up to the opening of the Arts Awards.

The vision and long term goals of Norseman Community Arts was also shared at the Goldfields/ Esperance Artful Leadership weekend recently as was very well received.

Artful Leadership Training and Project Development Weekend

I am pleased to announce that my application for the Country Arts WA Artful Leadership as the Shire of Dundas Community Development Officer was successful. With only fifteen vacancies available across the Esperance Goldfields Region applicants were required to present strong project proposals that would enhance the arts and cultural lived experiences of not only local residents but also residents across the regions and the experiences of visitors to the region.

The leadership and project development training is delivered over three months with three long weekend focus workshops and a leadership coaching and mentoring partnership over that period also.

On Friday, Saturday and Sunday the 3-5th of September saw the first of these sessions held at Morapoi Station. The training was quite an intensive launch into leadership styles and processes with a strong emphasis on developing skills around leadership, communication and community engagement. What makes this training unique is that it is based around the participant's local community projects with the purpose of making these events strong, sustainable and worthwhile events for the Goldfields/Esperance Regions. The networking opportunities and regional contacts I have now established were invaluable. I will continue to report to Council as the course progresses.

Goldfields Funding Forum

On Thursday 27th August I, along with the Shire Youth Officer and a representative from Norseman District High School, attended the Goldfields Funding Forum. This forum was a gathering of government and non-government agencies brought together to speak about funding opportunities and their specific grants and application processes. The event was very well attended which shows just how competitive the grant arena is and the importance of establishing networks and strategies for securing funding. It was good to attend with the Youth Officer as we were able to maximise our reach by targeting different groups. We will be working together to address some areas of the Shires current Community Grants setup and will present to Council our ideas and recommendations.

Suicide Prevention Working Group

Shire of Dundas Community Development Officer, Youth Officer and Norseman Community Health met with Wesley Life Force to discuss the continued sustainability of a committee or working group who works with services and local support networks regarding suicide prevention. I believe that the Shire must remain on the front foot with health issues and be involved in conversations around, mental health and wellbeing. From my perspective it is important that when the Shire commits to supporting a committee or group that we work towards strengthening the group's/committee's services to our local h and it's sustainability for the future.

Together We Can: Community Engagement and Capacity Building of Youth

This month the Shire's Community Development and Youth Services met with Norseman District High School & Indigenous Services Australia to review the Together We Can program. Together We Can (TWC) was briefly introduced by Principal Bruce Nind at last month's Council Meeting. TWC aims to provide a community engagement program using a variety of sporting, arts and culture based activities. The program is aimed at all families and for it to be successful will require collaboration and commitment between the Shire, School and Community groups. TWC has committed to running a pilot or trial program during term four of the school with the hope that the Norseman community will see it's benefits and wish to adopt the program for 2016-2017.

From our initial discussions both the Youth Officer and myself can see clear benefits for the young people of Norseman participating in this program, however I will not make a recommendation to Council until there is clear communication around the potential costs to

the Shire and if so sources of funding to cover those costs, the level of commitment from the School and the specific activities to be delivered by Indigenous Services Australia.

Norseman Air Strip Upgrade

We have started to feed petitions back to Rick Wilson's office and I hope to have some data available for Council at the next meeting in relation to numbers signed. Please continue to promote the petition at all opportunities and encourage local business to do the same.

Works Managers Report September 2015

Construction Crew

Work has continued again on the Hyden-Norseman Road, the weather is continually holding up progress, the rain has been very consistent, not large quantities but sufficient enough to make the road surface unsuitable for traffic. As per the works programme the crew, plus some of the town crew headed to Eucla for some works that were required. Again we were hit by rain which prevented any work on the airstrip. I was informed by the nurse that they hadn't had a scheduled visit from the doctor for 3 months because of the persistent rain.

However a number of trees were trimmed, some signs replaced/erected and some give way bars painted. The road down to the airstrip and the golf course road were graded and rolled, the golf course road had quite a few drainage problems, and one in particular was a right angle corner just before the dump. Temporary work was performed to alleviate ponding of water and if this is unsuccessful a culvert will have to be put there. The actual dump was tidied up with the waste section and whitegoods section being pushed in to create more room. The outskirts of the dump although not very visible will need some planning to improve the situation as dumping has become very haphazard.

The construction crew have now moved to Victoria Rocks Road, to widen, form and gravel the road.. With the funds allocated they should complete 5 kilometres of road and start rehabilitating some of the pits on that road.

Gardeners

Spring weather has arrived and the verges in Norseman are growing faster than our manpower can keep up with, the "work for the Dole" crew are giving us a hand with their ride on and we have our mowers going as much as we can. Reticulation systems are being checked over to make sure they are fully operational for the summer months

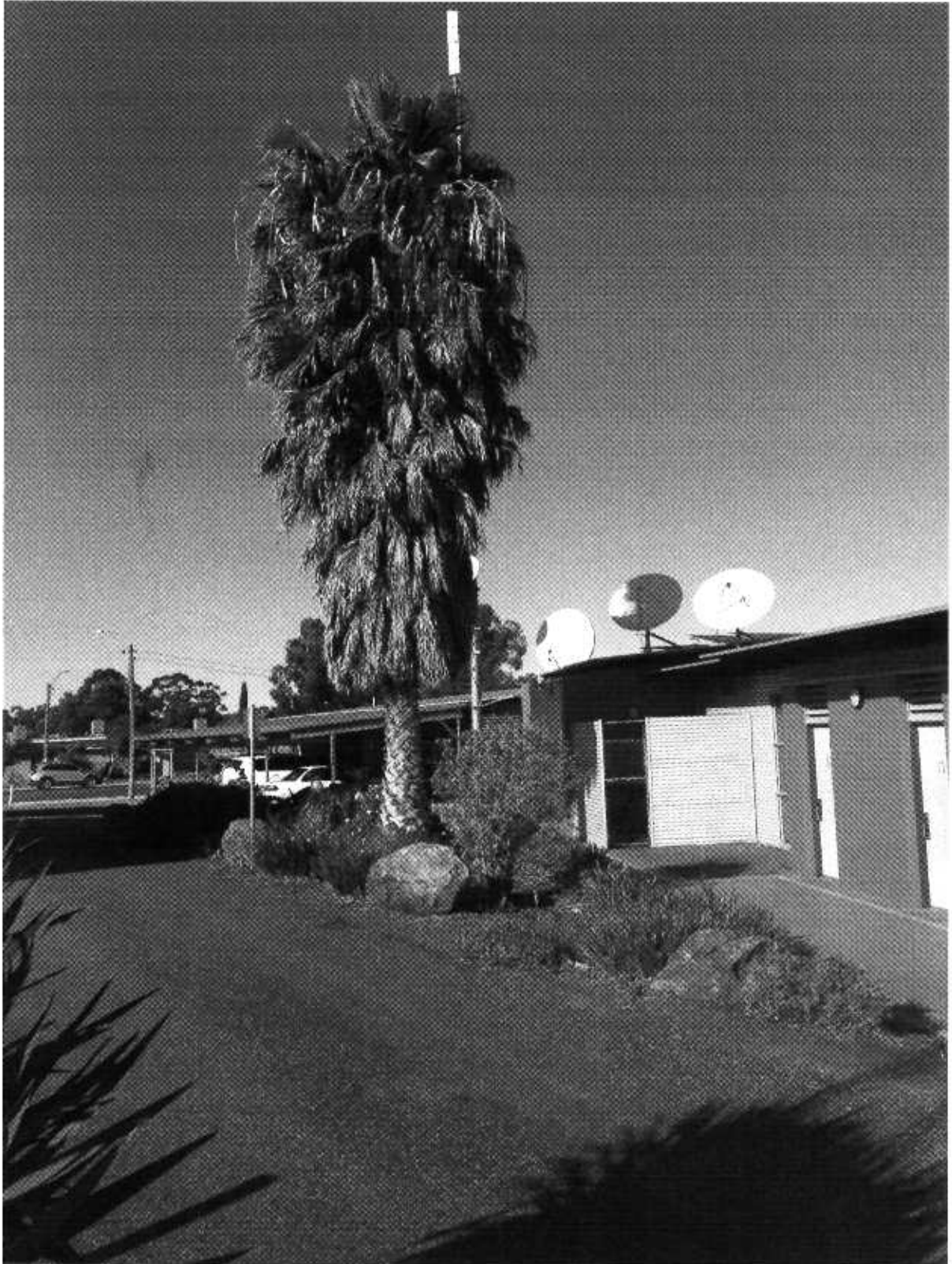
Training

In this day and age training is becoming more important than it ever was, in particular an emphasis is made to the documentation of the tasks. Just recently most of the staff did a course in the erection of temporary roadwork signage, in particular Basic Worksite Traffic Management and Traffic Control, to do these courses it was essential to have a White Card and a Unique Student Identification identity. So it has been a busy period, firstly getting people up to date and then doing the courses itself. Because of the numbers we were able to put through the course it was more economical for the trainer to come to us in Norseman than any other alternatives. In conversations with the trainer regarding changes in legislation and duty of care it appears we need to do more training to keep up to date.

Town Crew

A major overhaul of the toilets near the visitors centre was performed by contractors and then our day labour come in to help with the earthworks, this is still ongoing. The newly acquired "camel café" building has had the interior of the building cleaned out ready for renovating and then finally fitting out for future uses.

Work is continuing in cleaning up the Shires blocks in the town. The boys were also involved in assisting erecting the aerals needed to transfer data from the administration building to the youth centre. Unfortunately a large palm is directly in the line of site so this will have to be removed, professionals will be required to do the job. See below the palm tree with the aerial behind





10.4.4

Application for Community Grant



COMMUNITY GRANTS PROGRAM

**Minor Projects /
Events
Application**

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

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SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Before you begin.

The Shire of Dundas's Community Grants Program is to articulate Council's commitment to developing the Shire by providing funding opportunities to community groups, clubs, organisations, not-for-profit organisations and to prescribe the role and function of the Community Grants Program Committee.

The funding applications are presented in line with relevant funding deadlines to the Community Grant Program Committee for Council consideration.

The Community Grant Program Committee operate within the guidelines of the Community Grant Program Policy. It is strongly recommended that all applicants read this policy to determine their eligibility before submitting their application.

Groups that are ineligible for funding include local, state and federal government departments, private companies, individuals and private and public schools including employees of these bodies acting on behalf of their employer (excluding relevant community purpose representative bodies such as P&C's and P&F's).

Items that are not eligible for funding include: Bonds and employee salaries.

Please note all grant payments will not be awarded retrospectively unless exceptional circumstances are noted.

Groups intending to apply for multiple events funding across a financial year are encouraged to consolidate all events into 1 application.

The policy can be found on the Shire of Dundas website www.dundas.wa.gov.au

Canvassing of Councillors of the Shire of Dundas regarding a grant application may make the application ineligible.

Please note that, in considering your proposal for funding, the information detailed in this proposal may be shared with relevant Commonwealth, State and/or Local Government agencies, organisations and individuals, including those you identify in the proposal, to substantiate any claims or statements that you make, to verify the capacity of the proponent organisation to manage the Shire of Dundas funds and for general comment on the viability of your proposal.

If you consider that certain information in the proposal should be treated as confidential, you must clearly indicate that information and provide reasons for the request. The Shire of Dundas reserves the right to accept or refuse a request to treat information as confidential.

Information relating to individuals will be protected under the *Privacy Act 1988*. Requests for access to such information will be dealt with under the provisions of the *Freedom of Information Act 1982*.

The Shire of Dundas will inform and publish the names of successful proponents and relevant information about their projects.

Please fill out this form as fully as possible. The information requested here is necessary and will provide vital insights to enable assessment of your proposal. Missing or unclear information may make you ineligible for funding or delay the assessment of your proposal while we seek clarification.

Proposals not submitted in this format may not be considered. Proposals not consistent with the guidelines may be rejected.

Electronic copies are preferred, accompanied by one complete hard copy with a signed Legal Authorisation.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Completed proposals should be forwarded to:

Electronic copies: shire@dundas.wa.gov.au

Paper copies:

The Chief Executive Officer
Shire of Dundas
PO Box 163
NORSEMAN WA 6443

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

PART A - Legal Authorisation

I, Sharon Warner *<full name of proponent>*

as Executive Committee Member & Signatory *<position/title >*

of Norseman District High School Parents and Citizens Association INC
Goodliffe Street, Norseman, WA 6443

<organisation & full address>

Confirm that:

- I am a person authorised to make this declaration on behalf of my organisation and all relevant persons have made a full disclosure of information.
- The information provided in this form and all attached documents is complete and correct. I understand that giving false or misleading information is a serious offence.
- The Shire of Dundas is authorised to undertake the necessary steps to assess the proposal from my organisation by checking the information provided in this proposal, or by obtaining additional information from:
 - The Shire's databases and records, including information related to my organisation's application for funding;
 - State or Territory agencies;
 - Law enforcement agencies;
 - Credit reference agencies;
 - Any other appropriate organisation or person as reasonably required as part of these checks.
- I agree that the Shire may arrange for an independent viability assessment (IVA) of my project including by an external adviser or consultant to the Shire.
- To the best of my knowledge, I have disclosed, at Part B 'Declaration of Conflict of Interest' of the proposal form all actual, apparent or potential conflicts of interest that would prevent my organisation from proceeding with the project or any funding agreement my organisation or I may enter into with the Shire of Dundas.

Signed: 

Date: 27/8/2015

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

PART B - Declaration of Conflict of Interest

Please complete either Item 1 or Item 2 of the Declaration.

Item 1. No Known Conflict

I confirm that at the time of signing, to the best of my knowledge I am unaware of any conflict of interest that would prevent my organisation from proceeding with the project or any funding agreement my organisation or I may enter into with the Shire of Dundas.

I undertake that if at any time I have an actual, apparent or potential conflict of interest, then I will:

- (a) disclose that interest promptly to the Shire of Dundas; and
- (b) take action necessary to avoid the conflict as directed by Shire of Dundas.

.....
(signature)

Sharon Warner
.....
(printed name)

27/8/2015
.....
(date)

.....
(signature of witness)

Daniel Wheat
.....
(printed name of witness)

27/8/2015
.....
(date)

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Item 2. Disclosure of Interest

I disclose the following interest:

.....
.....
.....
.....
.....

I undertake that if, at any time, I have an actual, apparent or potential conflict of interest, then I will:
(a) disclose that interest promptly to the Shire of Dundas; and
(b) take action necessary to avoid the conflict as directed by the Shire of Dundas.

.....
(signature)

.....
(printed name)

.....
(date)

.....
(signature of witness)

.....
(printed name of witness)

.....
(date)

Any information disclosed in this form will only be used by the Shire of Dundas for the purposes of assessing funding proposals under the Community Grant Program and will be maintained in accordance with the *Privacy Act 1988*.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Part 1 – Applicant Details	
1. Legal name of proposing organisation or individual If member of a consortium, indicate name of member organisation.	
Norseman District High School Parents & Citizens Association	
2. Registered business or trading name if other than your legal name	
3. Registered business address details Business address or Company's registered business address (not PO Box)	
Street Address	Goodliffe St
Suburb/Town/City	Norseman
State	Wa
Postcode	6443
4. Postal address - Only if different from registered business address	
Street Address	PO Box 141
Suburb/Town/City	Norseman
State	Wa
Postcode	6443
5. Organisation contact numbers	
Telephone Number	0890399100
Fax Number	0890391131
Mobile	0417183796
Email	
6. Is your organisation registered with an Australian Company Number (ACN), an Australian Business Number (ABN), Australian Registered Business Number (ARBN), Note: if your organisation does not have an ABN, you will need to complete and provide a Statement by Supplier (copies obtainable from the ATO website at www.ato.gov.au) with this application.	
Yes <input type="checkbox"/> please provide details below: No <input type="checkbox"/>	
CAN _____ - _____ ABN <u>275-727 -571 - 94</u> ARBN _____ - _____	
7. Organisation's GST registration	
Yes <input type="checkbox"/> Please enter total amount (\$) requested excluding GST where relevant. No <input type="checkbox"/> There will be no GST amount added to your total amount requested.	
8. Organisation's Incorporation	
Yes <input type="checkbox"/> No <input type="checkbox"/>	

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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9. Contact details for this proposal - Please provide a contact person who is available and has the authority to answer any queries that the Shire of Dundas may have about this proposal. Any correspondence will be sent to the contact listed here.

Title	Mrs
First Name	Sharon
Surname	Warner
Position	Executive Committee member and Signatory
Telephone Number	0890399100
Mobile	0417183796
Fax Number	0890391131
Email	sharon.warner@education.wa.edu.au

10. Primary purpose/objectives of your organisation (can be attached if relevant)

Fundraising to support the educational outcomes of students at Norseman District High School.

Facilitate parental and community engagement with children's education.

Represent the parent/caregiver voice on school committees and public education issues.

To help community connect to school and the school engage with and support the local community

To run and maintain a 5 day a week canteen to benefit families and students

To provide support for parents, students, staff, community members and the whole school where needed.

11. Bank Account Details – for direct deposit of successful grant*

Account Name	Norseman District High School Parents & Citizens Association Inc
BSB Number	016773
Account Number	484951178
Bank Name	ANZ
Bank Branch	Norseman

***Notes:**

- If this facility is unavailable please tick the box to receive a cheque.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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12. Insurance details –

As a recipient of project funds your organisation must maintain: Public Liability insurance for not less than \$10 million; Workers' Compensation insurance for the amount required by the relevant State or Territory legislation; Motor Vehicle insurance; Personal Accident insurance; Professional Indemnity insurance (where relevant) for not less than \$2 million. Provide all relevant information relating to these headings in the table below. If insurance is required specifically for a Jobs Fund project, this should be included in the budget costs (leave policy number blank if not obtained to date).

Type Of Cover	Amount	Policy Number	Company	Start Date (dd/mm/yyyy)	End Date (dd/mm/yyyy)
Public Liability	20,000,000	06.300.058. 2454	Centrewest	1/7/2015	1/7/2016

Notes:

1. All CGP funding is inclusive of Council fees/charges. Once funded the organising group of an event or project cannot apply for a Sundry Donation for waiver of Council fees for the same event or project.
2. GST Status must be noted on the application form in order to evaluate GST relevance
3. If you are registered for GST please enter amounts (\$) excluding GST where relevant.
4. All CGP funding is dependent on event/project being implemented.
5. Committee can fund subject to special conditions.
6. All CGP funding requires Council acknowledgement including logo placement on flyers, advertising, media articles, openings/launches and use of Council banners where appropriate.
7. All successful applicants are required to provide an Acquittal on the CGP Acquittal form within 30 days of the completion of the funded event or project.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Part 2 – Grant Request / Type of grant

Note: a separate application is required for more than one grant request
(please tick relevant box below)

Minor Community Grant (up to \$10,000)

- Minor community grants are available through four designated rounds per financial year.

Categories (*more than one box can be ticked if relevant*):

- Community Economic Development Initiative
- Community Capacity Building Initiative
- Environmental Initiative
- Emergency Service Initiative
- Community Heritage and/or Conservation Initiative
- Civic Recognition and Support

Notes:

1. Applicants are encouraged to contact a member of the Shire of Dundas Community Capacity Building team prior to submitting an application for guidance and support if required.
2. Do not complete PART 4 if you have completed this section.

Community Event Grant (up to \$10,000)

Category of Event:

- Community Event: an event of local or regional significance that stimulates participation.
- Iconic Event: an event of state or regional significance that generates tourist activity.
- Sporting Event: a sporting event that attracts wider community.

If you are unsure of the events stated above please refer to the Shire of Dundas, Community Financial Assistance Scheme overview.

Date of event 7 / 11 / 2015

Amount requested: \$ 4869

Total project/event cost: \$ 5410

Notes:

1. Do not complete PART 3 if you have completed this section.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
Minor / Events Application Package (\$1,001 - \$10,000)

Part 3 – Proposed Project Details
1. Title of Project
2. Project Description
3. Aims or objectives of the Project
4. Location of the Facility, Project or Initiative when Finalised
5. Describe how the grant will benefit your organisation and/or the community/target group.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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6. Amount of people that will benefit from the project as a whole (if different)
7. Describe how the project or facility will be managed for a sustainable future
8. Describe how the project supports at least one of the five criteria outlined on Page 12
9. Describe those contributing to the delivery of the project (Include staff, volunteers, partner organisations, etc.)
10. Describe how the project will be affected if the Council contribution does not meet the requested amount

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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CRITERIA FOR DEVELOPMENT OF THE SHIRE OF DUNDAS

1. **Personal Development & Wellbeing:** To connect people to services, facilities and experiences that enhances their physical, social and overall health.
2. **Infrastructure Development:** To plan, develop and manage community facilities that meet the social, recreation, education, housing and transport needs of the community.
3. **Community Participation:** To encourage and facilitate community involvement through consultation, improved access and recognition of achievements.
4. **Place Activation:** To create vibrant and meaningful community hubs as places of social interaction, creativity and economic vitality.
5. **Relationship Building & Connections:** To build self-reliant community organisations and develop mutually beneficial partnerships between government, business and residents.

Local community Social interaction with the wider community

Local businesses will benefit from people attending this event,

To enjoy local entertainment in the History of Norseman.

Page 15. No 4. Overview of event and relevant component/s

The Gold Fever Festival is a community celebration of the town's mining history and mining culture. The event attracts visitors from across the state as well as the full involvement of the local community and local community groups. The P&C hopes to provide (through this grant application) the majority of children's rides and activities free of charge so that all families no matter what their economic circumstance maybe can participate in and enjoy this community event. To assist in fundraising the P&C will also hold food stalls which will be manned by volunteers. As part of this grant application the P&C is seeking funds to hold the Dinner Dance that crosses over both festivals. The aim of the dance is to provide an evening for adults to get together and share an enjoyable evening celebrating arts and the rock drill competition.

Page 15. No 5. How the local and wider community is involved in the event.

Through Norseman Arts, community groups across the town are all participating in and supporting the development of an annual Arts event that the town can be proud of. Community groups are running workshops, sponsoring prizes and promoting participation through their networks. The P&C at its own cost will be sponsoring the Youth arts awards and will be supporting the school so that children can participate in the arts workshops and have their creative talent on display. The Arts Festival and Gold Fever Festival are being advertised not only across the region but also feature in tourist information such as the RV Annual Rally which will see RV tourists travelling through the Shire at the time of the festivals.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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Part 4 – Proposed Event Details
1. Name of the event
Norseman Gold Fever Festival and Norseman Arts Festival
2. Date/s and timing of the event
7/11/2015
3. Location of the event
Town Centre, Roberts St, Norseman
4. Overview of the event and relevant component/s
<p>The Gold Fever Festival is a community celebration of the town's mining culture. The event attracts visitors from across the state as well as the full involvement of the local community and local community groups. The P&C hopes to provide (through this grant application) the majority of children's rides and activities free of charge so that all families no matter what their economic circumstance maybe can participate in and enjoy this community event. To assist in fundraising the P&C will also hold food stalls which will be manned by volunteers. As part of this grant application the P&C is seeking funds to hold the Dinner Dance that crosses over both festivals. The aim of the dance is to provide an evening for adults to get together and share and enjoyable evening celebrating arts and the Rock Drill competition.</p>
5. How the local and wider community is involved in the event
<p>Through Norseman Arts, community groups across the town are all participating in and supporting the development of an annual Arts event that the town can be proud of. Community groups are running workshops, sponsoring prizes and promoting participation through their networks. The P&C at its own cost will be sponsoring the Youth arts awards and will be supporting the school so that children can participate in the arts workshops and have their creative talent on display.</p> <p>The Arts Festival and Gold Fever Festival are being advertised not only across the region but also feature in tourist information such as the RV Annual Rally which will see RV tourists traveling through the Shire at the time of the festivals.</p>
6. How the event will be promoted and publicised
<p>Radio, Local Community Paper, Social Media, Kalgoorlie Miner, Esperance Express Local signage, School Newsletter</p>
7. Describe the future plans for sustainability and funding of the event(unless a one-off)
<p>Both festivals currently sit in the early years of development, that is why it is so important to have the events well run and attended to ensure that those who attend believe it is well worth their while and travel. The P&C sits on the Gold Fever Festival Committee to ensure it will have a continued voice of representation for parents and children of the Norseman community. The P&C is committed to work closely with the Shire of Dundas CDO to ensure that we help grow an arts and culture movement within the town that will benefit the families of Norseman. We hope that as these events grow they will attract broad participation from business and industry so that eventually the events will generate income and become self-sustaining.</p>

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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8. Describe how this event will contribute to economic development and local tourism within the Shire of Dundas (e.g. bring visitors to Norseman or Eucla, promote local business, employ local people)
<p>This event will bring past and present residents together. It will promote local business This event will bring a wide variety of visitors to Norseman</p>
9. Describe the effect on the event if the Council contribution does not meet the requested amount
<p>There will be no free children entertainment or rides. This severely impacts the participation level of families. Current costs for similar rides at shows are between \$6-\$10 placing the rides well out of the reach of many families and impacting the amount they can spend locally.</p>
10. Describe how you intend to recognise the Shire of Dundas
<p>The Shire of Dundas Logo will be prominent on both The Goldfever Festival and the Norseman Arts festival advertising. Thank you letters, Social Media, Local signage, P&C publications, school newsletter</p>

Access and Inclusion
<p>Depending on what the grant will be used for you will need to ensure that you are aware of the Shire's Disability Access and Inclusion Plan. A copy can be downloaded from the Shire's website or by calling 9039 1205.</p>
In regards to your project and/or event, will people with disabilities be able to gain access and/or be involved?
<p>Yes / No - Describe some ride restrictions may apply to wheelchairs</p>
If you are providing information, will it be available in formats suitable for people with disabilities?
<p>Yes / No - Describe</p>
If your project includes community consultation, will people with disabilities be able to participate?
<p>Yes / No - Describe</p>

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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Part 5 - Finance and Project Budget

1. Describe any attempts to secure funding through other sources
2. (eg: Lotterywest, Department of Sport & Recreation, Healthways, the private sector, etc.)

3. If yes, provide a list in the table below

Funding Agency	Amount	Approved (circle)		
		Yes	No	Pending
		Yes	No	Pending
		Yes	No	Pending
		Yes	No	Pending

4. Describe any funding received from received the Shire of Dundas in the past five years

Year	Purpose	Amount

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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5. Provide a detailed budget breakdown for the project

Where appropriate, indicate which items will be funded by the Shire of Dundas. If you are registered for GST please enter figures excluding GST. Include all income and expenditure, including details of volunteer hours.

Budget Item	Actual Cost (\$ GST (exc))	Budget Item	Actual Cost (\$ GST (exc))
EXPENDITURE		INCOME	
Professional Fees, inc. staff (specify)		Cash	
Old McDonald Farm petting zoo	\$1860	Organisation's contribution	541
Jump 4 us (Bouncy castles)	\$2340	Donations	
Goldfields Party Central	\$510	Other grants	
Marketing & Promotion (specify)		Sponsorship	
Dinner Dance catering	\$500		
		In Kind	
Administration Costs (Please specify)		Volunteer Hour Value	\$3000
Material and Equipment (specify)		Other	
Decorations	\$200	Shire of Dundas Grant	\$4869
Door Prizes		(specify how grant is to be used, eg advertising etc)	
Venue Hire			
Travel, transport, vehicle costs			
Insurance			
Catering			
Other (please specify)			
Total Expenditure	\$5410	Total Income	

Notes:

1. At least one written quotation is required for all items to be purchased greater than \$500 in value.
2. Please calculate the value of volunteer hours at \$25/hour/volunteer.
3. You can attach a different format for the budget from the above if more practical.
4. If you are registered for GST please enter all (\$) amounts excluding GST.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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Part 6 - Declaration by Applicant

I, the undersigned, certify that I have authority on behalf of the organisation, group or club to submit this application and that the information contained herein or in the attachments is, to the best of my knowledge, true and correct.

Name: Sharon Warner

Organisation: Norseman District High School Parents & Citizens Association

Position: Executive Committee member and Signatory

Signature: 

Date: 27 / 08 / 2015

Additional Information

The following information is to be submitted if available.

If you are unable to submit this information please supply a written reason for this inability to submit.

- Copy of insurance certificates
- Copy of Constitution
- Copy of Incorporation Certificate
- Most recent Profit & Loss Statement and Balance Sheet
- Supporting documentation (minutes) to confirm committee agreement of project/event

Additional information that may be beneficial:

- Written confirmation of other funding sources
- Letters of Support from relevant agencies

Notes:

1. Keep a copy of this application and all associated documentation for your records.

SHIRE OF DUNDAS – COMMUNITY GRANTS PROGRAM
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Part 7 - Checklist

- | | |
|---|--------------------------|
| Completed Part A – Legal Authorisation | <input type="checkbox"/> |
| Completed Part B – Declaration of Conflict of Interest | <input type="checkbox"/> |
| Completed Part 1 – Applicant Details | <input type="checkbox"/> |
| Part 1, Q7 – Completed and attached a Statement by Supplier
– if not registered for an ABN | <input type="checkbox"/> |
| Part 1, Q8 – Completed and attached a Statement by Supplier –
if not GST registered | <input type="checkbox"/> |
| Completed Part 2 – Grant Request | <input type="checkbox"/> |
| Completed Part 3 – Proposed Project Details | <input type="checkbox"/> |
| Completed Part 4 – Proposed Event Details | <input type="checkbox"/> |
| Completed Part 5 – Access & Inclusion | <input type="checkbox"/> |
| Completed Part 6 – Finance and Project Budget | <input type="checkbox"/> |
| Completed Part 7 – Declaration by Applicant | <input type="checkbox"/> |
| Attachments (See Page 16) | <input type="checkbox"/> |

Further Information

For further information or advice please contact the Shire of Dundas on 9039 1205 or e-mail shire@dundas.wa.gov.au

Completed hard copies of the application can be sent to:-

Chief Executive Officer
Shire of Dundas
PO Box 163
NORSEMAN WA 6443



MINUTES OF MEETING

21 JULY 2015

1. Meeting opened at 4:34, president in the chair
2. Minutes of last meeting were read and accepted
3. Apologies: As Recorded
4. Shire advised that the, "Arts Festival", was going ahead with the festival. The Arts Festival will be enlarged to accommodate more activities.
The Shire will be engaging Mr. Rickashay to entertain at festival. The prize giving for the arts will be at the Diner Dance, which will run from the 2nd Nov to 8th Nov 2015.
Mr. Rickashay will be paid for by the Shire of Dundas for Friday and Saturday morning, if we wish to have him continue the festival committee will be required to pay him.
5. The PNC will organize all aspects of the Diner Dance to be held in the Town Hall on Friday the 6th Nov 2015.
6. Fun run will commence at 8:30am & 8:45am and be over by 11:00am, presentation will take place after the run.
7. Markets to start at 10:00am on 7th Nov 2015.
8. PNC will engage a Bouncy Castle and Animal Farm, to be setup in center of road.
9. Robin to check on Ice-cream Van.
10. Ask Ray if he would run a cake competition.
11. Contact Aboriginal Dancers
12. Rock Drill to start at 3:00pm 7th Nov 2015.

13. Sunday morning Ray to supply Breakfast in street outside his café.
14. Breakfast to be a Bush Poets Forum.
15. Golf club will run 9 hole event on Sunday 8th Nov 2015.
16. Robin seeking quotes to print tickets for raffle and number of tickets to be printed.
17. Robin looking into T-Shirts and Singlet's for festival.
18. Next meeting 11th Aug 2015.
19. Meeting closed 5:25pm 21st July 2015.

A.J. Duckworth

Sec / Tres

Norseman District High School Parents and Citizens' Association Incorporated

CONSTITUTION AND RULES

1.0 NAME:

- 1.1 The Association shall be called the Norseman District High School Parents and Citizens' Association Incorporated hereinafter called "The Association".

2.0 OBJECTS:

The objects of the Association are to promote the interests of the school or group of schools through:

- 2.1 cooperation between parents, teachers, students and members of the general community;
- 2.2 assisting in the provision of resources, facilities and amenities for the school or group of schools; and
- 2.3 the fostering of community interest in educational matters.

3.0 POWERS:

Subject to the Association's obligation at law not to intervene in the control or management of a school, intervene in the educational instruction of students and exercise authority over teaching staff or other persons employed at the school, the powers of the Association to enable the achievement of its objects and in addition to the powers otherwise conferred on it by these rules shall be:

- 3.1 Subject to the approval of the chief executive officer of the Department of Education, the power to raise funds and acquire by purchase, lease or by exchange and the hiring or acquiring of any real or personal property that may be deemed necessary or convenient for the objects of the Association.
- 3.2 Power to affiliate with the WA Council of State School Organisations Inc.
- 3.3 Power to appoint and remove employees and to determine the remuneration and the terms and conditions of such appointments.
- 3.4 Power to appoint committees for such purposes as are necessary to prosecute the affairs of the Association
- 3.5 Power to make representations to the school administration, the Department of Education and to government either directly or through the WA Council of State School Organisations Inc.
- 3.6 Power to generally do all such acts and things as may be involved by or incidental to the carrying out of the objects of the Association without in any way being limited to the foregoing powers.

4.0 INCOME AND PROPERTY:

- 4.1 The funds of the Association and the property acquired by the Association shall be applied solely towards the promotion of the objects of the Association and no part of those funds or that property may be paid or otherwise distributed, directly or indirectly, to members of the Association, provided that nothing herein shall prevent the expenditure in good faith of funds on the administrative costs incurred by the Association.

5.0 MEMBERSHIP:

- 5.1 Membership is open to parents and guardians of children attending the school and to citizens being over the age of eighteen years who are interested in the work of the Association.
- 5.2 The Principal of the school for which the Association is formed and where the Association is formed for a group of schools, the Principal of each school for which the Association is formed shall be an ex officio member of the governing body of the Association and may be elected to any of its offices.
- 5.3 A person desiring to become a member may do so at any General Meeting by payment of the membership subscription.

6.0 MEMBERSHIP SUBSCRIPTION:

- 6.1 The annual membership subscription of the Association shall be fixed by the Association at the Annual General Meeting, but shall not exceed one dollar (\$1.00) per member for the period up to the next Annual General Meeting.
- 6.2 The subscription of a member is due and payable on the date of the Annual General Meeting or at the General Meeting at which they join the Association.
- 6.3 Any member whose subscription is more than three (3) months in arrears shall cease to be a member of the Association and his or her name shall be deleted from the register of members.

7.0 EXECUTIVE COMMITTEE - COMPOSITION:

- 7.1 For the purposes of this clause a small school is one with an average daily attendance of one hundred (100) or less students at the start of the school year.
- 7.2 The Association shall be managed by an Executive Committee.
- 7.3 Where the Association represents a small school the Executive Committee shall comprise:
 - A President
 - A Vice-President
 - An Honorary Secretary/Treasurer
 - And not less than two (2) other members
- 7.4 Where the Association represents a school that is not a small school, or where the Association represents a group of schools the Executive Committee shall comprise:
 - A President
 - A Vice-President
 - An Honorary Secretary
 - An Honorary Treasurer
 - And not less than three (3) other membersBut with the approval of a General Meeting the positions of Honorary Secretary and Honorary Treasurer may be held by one person elected for that purpose at a General Meeting.
- 7.5 The officers of the Executive Committee shall be elected at the Annual General Meeting of the Association by and from the financial members and ex-officio members of the Association.
- 7.6 Where there is an equality of voting for any position the result shall be declared by lot.
- 7.7 The Principal of the school for which the Association is formed and where the Association is formed for a group of schools, the Principal of each school for which the Association is formed shall be an ex officio member of the Executive Committee.
- 7.8 An election shall be held at a General Meeting of the Association to fill any vacancy on the Executive Committee.

8.0 EXECUTIVE COMMITTEE - TERM OF OFFICE:

- 8.1 The elected members of the Executive Committee shall take office at the rising of the Annual General Meeting or the General Meeting at which they were elected and shall hold office until the rising of the next following Annual General Meeting.
- 8.2 All retiring members of the Executive Committee shall be eligible for re- election.

9.0 EXECUTIVE COMMITTEE - POWERS:

- 9.1 The Association shall be managed when a General Meeting is not in session by the Executive Committee which shall have power to control and manage the affairs and finances of the Association but shall be responsible to the General Meeting.
- 9.2 The Executive Committee shall have the power to declare vacant the seat of any of its members who, without leave or reasonable excuse, is absent from three (3) consecutive meetings of the Committee. The Executive Committee in its absolute discretion shall determine what constitutes a reasonable excuse.
- 9.3 The Executive Committee may form sub-committees to deal with particular aspects of its work. Such sub-committees shall be responsible to the Executive Committee. Sub-committees so formed shall each include at least one (1) member of the Executive Committee who will represent it on the Executive Committee.
- 9.4 Meetings of the Executive Committee shall be held at such times and places as shall be determined by an Executive Meeting or when convened by the President.

10.0 PRESIDING AT MEETINGS:

- 10.1 The President shall, when present, preside at all General and Executive Committee Meetings of the Association.
- 10.2 In the event of the President being absent the Vice-President shall preside and where both the President and Vice-President are absent then the meeting shall elect a person to preside for the occasion.

11.0 THE HONORARY SECRETARY:

The duties of an Honorary Secretary shall include:

- 11.1 The conduct of all correspondence of the Association.
- 11.2 Keeping the minutes of the Association.
- 11.3 Maintaining a register of financial and ex-officio members.
- 11.4 Retaining custody of all documents relevant to the administrative activities of the Association.
- 11.5 Forwarding in writing the names of the office bearers and committee members to the Principal of the school, or the Principal of each of the schools where an Association is formed for a group of schools, before 30 April each year and where the Association is an affiliate of the WA Council of State School Organisations Inc then to that Council as soon as possible after each election.

12.0 THE HONORARY TREASURER:

The duties of an Honorary Treasurer shall include:

- 12.1 Being responsible for the receipt of all monies paid to or received by the Association.
- 12.2 Issuing receipts for all monies received on the receipt forms of the Association.
- 12.3 Paying all monies received into such bank account or accounts as the Association may from time to time decide upon.

- 12.4 Making payments as authorised by a General or Executive Committee meeting by means of cheques.
- 12.5 Ensuring all cheques on all accounts of the Association (including any committee of the Association) must be signed by any two (2) of the following – President, Vice-President, Honorary Secretary, Honorary Treasurer of the Association and one member of the Executive Committee who is appointed for such purpose at the Annual General Meeting of the Association.
- 12.6 Maintaining proper books of account.
- 12.7 Preparing annual financial statements for audit and such other information as the Association may require at each Annual General Meeting.
- 12.8 Presenting a written financial statement showing the current financial position of the Association to each General Meeting and/or Executive Committee Meeting of the Association.
- 12.9 Forwarding a copy of the audited annual financial statements to the Principal of the school, or the Principal of each of the schools where an Association is formed for a group of schools, as soon as is practicable after those statements have been approved by the Annual General Meeting and where the Association is an affiliate of the WA Council of State School Organisations Inc then also to that Council.
- 12.10 Retaining custody of all books, documents, securities and the like relating to the financial affairs of the Association.

13.0 INSPECTION OF BOOKS AND DOCUMENTS:

- 13.1 The books and documents of the Association may be inspected by any financial or ex-officio member of the Association on such terms and conditions as may be established from time to time by the Executive Committee.

14.0 THE HONORARY AUDITOR:

- 14.1 At each Annual General Meeting there shall be appointed an Honorary Auditor or Auditors (preferably persons holding appropriate qualifications), who shall audit the annual statement of accounts and balance sheet of the Association and shall certify the same.
- 14.2 The Honorary Auditor/Auditors shall have the powers, at any time, to call for the production of all books of account, vouchers and documents of the Association.
- 14.3 The Honorary Auditor/Auditors shall not be an officer or member of the Executive Committee.

15.0 MEETINGS:

- 15.1 The Annual General Meeting and General Meetings of the Association shall be held at such times and places as shall be determined by a General Meeting providing that at least one General Meeting shall be held in each term of the school year.
- 15.2 Special General Meetings may be convened by the President or Honorary Secretary or by requisition signed by five (5) financial members of the Association.
 - 15.2.1 A requisition for a Special General Meeting shall state the objects of the meeting and shall be signed by the requisitionists and deposited with the Honorary Secretary.
 - 15.2.2 If the Executive Committee does not cause a Special General Meeting to be held within twenty-one (21) days from the date on which a requisition therefore is deposited with the Honorary Secretary, the requisitionists, or any of them, may convene the meeting; but any meeting so convened shall not be held after three (3) months from the date of lodging of the requisition with the Honorary Secretary.
 - 15.2.3 A Special General Meeting convened by requisitionists in pursuance of these rules shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Executive Committee.

16.0 NOTICE OF MEETINGS:

- 16.1 Notice of all General Meetings of the Association shall be given in writing to all members not less than seven (7) days prior to the date of the proposed meeting.
- 16.2 Notice of Committee meetings shall be given to all members of the relevant committee not less than forty-eight (48) hours prior to the time of the proposed meeting.

17.0 QUORUM:

- 17.1 For the purposes of this clause a small school is one with an average daily attendance of one hundred (100) or less students at the start of the school year.
- 17.2 For the Executive Committee of the Association, the quorum of a small school shall be three (3) members and for a school which is not a small school or where the Association represents a group of schools the quorum shall be five (5) members.
- 17.3 For a General Meeting of the Association the quorum of a small school shall be five (5) financial members and for a school which is not a small school or where the Association represents a group of schools the quorum shall be (10) financial members.

18.0 VOTING:

- 18.1 Financial members (including the person presiding at the meeting) and ex-officio members present at a meeting and entitled to remain thereat shall be entitled to exercise a deliberative vote on any proposition before or election held at the meeting. No other person shall be entitled to vote at any meeting of the Association.
- 18.2 Voting shall be by simple majority except where otherwise expressly provided herein.
- 18.3 In the event of a tied vote on any proposition/motion before a meeting then the proposition is lost.

19.0 COMMON SEAL:

- 19.1 The Honorary Secretary shall have custody of the Common Seal of the Association.
- 19.2 The Common Seal shall only be affixed to any document pursuant to a resolution of a General or Executive Committee meeting.
- 19.3 Any two (2) of: the President, the Vice-President, the Honorary Secretary and the Honorary Treasurer shall countersign the affixation of the Seal and the Honorary Secretary shall keep a record of all documents to which the Seal shall be affixed.

20.0 INTERPRETATION OF RULES:

- 20.1 Questions on the interpretation of these rules shall be directed to the WA Council of State School Organisations Inc and in the event of any dispute over the interpretation then to the Minister for Education whose decision shall be binding on all members.

21.0 ALTERATION TO RULES:

- 21.1 The constitution and rules may be amended, altered, enlarged or repealed from time to time by a special resolution passed by a three-quarters majority of members present at a General Meeting.
- 21.2 Resolutions designed to effect amendments, alterations, enlargements or deletions shall be submitted in writing to the Honorary Secretary not less than ten (10) days prior to the General Meeting.
- 21.3 Any amendment, alteration, enlargement or deletion shall be submitted to the WA Council of State School Organisations Inc for approval.
- 21.4 Any amendment to or revocation of the rules of the Association shall not take effect unless and until approved by the Minister for Education.

22.0 STANDING ORDERS/RULES OF DEBATE:

22.1 The standing orders and rules of debate of the Association shall be as established from time to time by the Annual Conference of the WA Council of State School Organisations Inc and shall be observed at all meetings of the Association and any of its committees.

23.0 PROCEDURE FOR WINDING UP:

23.1 The Association may be wound up voluntarily where it is solvent by special resolution of a General Meeting and passed by three-quarters majority (calculated in number of votes) of members present at the meeting.

23.2 Notice of the proposal for a special resolution shall be given to all members not less than twenty-eight days prior to the date of the General Meeting.

23.4 The Association that is in breach of the *School Education Act 1999* may be wound up by the Supreme Court on the application of the Minister for Education.

24.0 LIABILITY OF MEMBERS:

24.1 The liability of members on the winding up of the Association is limited to any unpaid subscriptions and any other amounts due to the Association at the date of the commencement of the winding-up.

25.0 DISPOSAL OF ASSETS ON WINDING UP:

25.1 The Association is prohibited from making any distribution to its members whether in money, property or in any other way, of any assets belonging to the Association. This does not prevent the payment in good faith of remuneration of any officers or servants of the Association for services actually rendered.

25.2 The surplus property shall be distributed to an incorporated Parents and Citizens' Association or Associations approved by a General Meeting.

25.3 The special resolution shall nominate the incorporated Parents and Citizens' Association or Associations to which any surplus property of the Association shall be transferred.

Centrewest Insurance Brokers

ABN 44 009 265 105

009 265 105

245406

32 Cedric Street

PO Box 636

Tel: (08) 9349 7900

Stirling WA 6021

Balcatta WA 6914

Fax: (08)9349 7677

Email: enquiries@centrewest.com.au

Attention: P&C

CERTIFICATE OF INSURANCE

From: Joe Barbaro

We hereby confirm that we have arranged the insurance cover mentioned below:

WA Council Of State Schools Organisations Inc
PO BOX 6295
EAST PERTH WA 6892

Date: 19/08/2015

Our Reference: WACSSO15

RENEWAL

Page 1 of 3

Class of Policy: Liability Insurance

Insurer: ANSVAR

Lev 24 Allendale Squ, 77 St Georges Tce Perth 6000
ABN: 21 007 216 506

The Insured: WA Council Of State Schools Organisations Inc

Policy No: 06.300.0582454

Invoice No: 131417037

Period of Cover:

From 01/07/2015
to 01/07/2016 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by Monthly Direct Debit

Premium Funding

- This policy is Premium Funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Page 2 of 3

Class of Policy: Liability Insurance	Policy No: 06.300.0582454
The Insured: WA Council Of State Schools Organisations Inc	Invoice No: 131417037
	Our Ref: WACSSO15

General Public & Products Liability Insurance

Insured: WA Council of State School Organisations Inc and all Affiliated P&C Associations

Insuring: Norseman District High School P&C Association

Occupation: Associated Activities of School Parent Groups

Business Description: Professional body of Affiliated Western Australian P&C Associations.

Insured activities include advocacy, developing & influencing ideas supporting education, running of school canteens & uniform shops, and the organisation of fundraising activities which may include fetes/festivals/exhibitions.

Activities may also include outings, organised games, op shops, camps and excursions, fundraising such as walkathons and picnics events/festivals held at your place of occupancy. Excluding any events/festivals held at premises other than your own where more than 500 attendees are expected unless specifically agreed by endorsement. (Some activities are excluded as per policy wording).

Territorial Limits	Australia Wide
Public Liability	Limit of Liability \$20,000,000
Products Liability	Limit of Liability \$20,000,000
Property in your Care/Custody/Control	\$100,000
Excess (All Claims)	\$500

The following clauses apply to the policy: Sexual Abuse Exclusion
Medical Malpractice Extension: Not Taken
Terrorism Exclusion
Event Contractors Exclusion

Event Contractors Exclusion

This Policy does not cover Liability in respect of Personal Injury or Property Damage arising directly or indirectly from or caused by, contributed to by the actions or activities of Stall holders, Contractors, Suppliers and Service Providers.

Sexual Abuse Exclusion

This Policy does not cover any claim arising from:
Any actual or alleged Sexual Behaviour, (as defined below), committed, attempted, or allegedly committed or attempted, by an Insured Person.

Sexual Behaviour means any attempted or committed verbal or non-verbal act, communication, contact or other conduct or similar conduct of sexual discrimination, intimidation, molestation, harassment, abuse or lewdness.

Claims for Personal Injury to Labour Hire and/or Subcontractors Excess

It is hereby agreed and declared that any claims for personal Injury to labour hire personnel, subcontractors or contractors

Schedule of Insurance

Page 3 of 3

Class of Policy: Liability Insurance
The Insured: WA Council Of State Schools Organisations Inc

Policy No: 06.300.0582454
Invoice No: 131417037
Our Ref: WACSSO15

who are performing services on behalf of the Insured will be subject to an excess of \$5,000 each and every claim

Claims for Personal Injury to Volunteers Excess

It is hereby agreed and declared that any claims for personal Injury to volunteers will be subject to an excess of \$1,250 each and every claim unless the Insured has an Voluntary Workers Personal Accident Policy with Ansva Insurance Limited in which case the standard policy excess will apply.

We will not cover any claims directly or indirectly arising out of or in connection with your products if they are:
Second-hand electrical goods unless appropriately tested and tagged.
In all other respects the policy remains unaltered.

Other than as amended above the terms, conditions and exclusions of this Policy shall continue to apply.