

AGENDA

For the Council Meeting to be held on

Thursday 16 August, 2018

Commencing at 5 p.m.

In the Council Chambers, Ravensthorpe.



SHIRE OF RAVENSTHORPE

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Ravensthorpe Shire Council for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Ravensthorpe Shire Council disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of Ravensthorpe Shire Council during the course of any meeting is not intended to be and is not taken as notice of approval from the Ravensthorpe Shire Council. The Ravensthorpe Shire Council warns that anyone who has an application lodged with the Ravensthorpe Shire Council must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Ravensthorpe Shire Council in respect of the application.

lan Fitzgerald Chief Executive Officer

9/8/2018

65 Morgans Street Ravensthorpe WA 6346 Tel (08) 9839000; Fax (08) 98381282 E-mail: - <u>shire@ravensthorpe.wa.gov.au</u>



WRITTEN DECLARATION OF INTEREST IN MATTER BEFORE COUNCIL

NOTE: USE ONE FORM PER DECLARATION

_____ wish to declare an interest I, (1) in the following item to be considered by council at its meeting to be held on (2)

Agenda item (3) _____

The type of interest I wish to declare is (4)

- □ Financial pursuant to Sections 5.60A of the Local Government Act 1995
- □ Proximity pursuant to Section 5.60B of the Local Government Act 1995
- □ Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
- □ Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007

The nature of my interest is (5)

The extent of my interest is (6)

I understand that the above information will be recorded in the Minutes of the meeting and recorded by the Chief Executive Officer in an appropriate Register.

Signature

Date

RECEIVED BY:	
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Chief Executive Officer

Date

(1) Insert you name.

(2) Insert the date of the Council Meeting at which the item it to be considered.

(3) Insert the Agenda Item Number and Title.

(4) Tick the box to indicate the type of interest.

(5) Describe the nature of your interest.
(6) Describe the extent of your interest (if seeking to participate in the matter under the s.5.68 of the Act)

Financial pursuant to Sections 5.60A of the Local Government Act 1995

5.60A – Financial Interest

For the purpose of this Subdivision, a person has a financial interest in a matter if it is reasonable to expect that the matter will if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

[Section 5.60A inserted by No. 64 of 1998 s. 30; amended by No. 49 of 2004 s. 50.]

Proximity pursuant to Section 5.60B of the Local government Act 1995

5.60B – Proximity Interest

- (1). For the purposes of this Subdivision, a person has a proximity interest in a matter if the matter concerns
 - (a). a proposed change to a planning scheme affecting land that adjoins the person's land;
 - (b). a proposed change to zoning or use of land that adjoins that person's land; or
 - (c). a proposed development (as defined in section 5.63 (5)) of land that adjoins the person's land.
- (2). In this section, land ("the proposal land") adjoins a person's land if -
 - (a). the proposal land, not being a thoroughfare, has a common boundary with the person's land;
 - (b). the proposal land, or any part of it, is directly across a thoroughfare from, the person's land; or
 - (c). the proposal land is that part of a thoroughfare that has a common boundary with the person's land.
- (3). In this section a reference to a person's land is a reference to any land owned by the person or in which the person has any estate or interest.

[Section 5.60B inserted by No 64 of 1998 s. 30.]

Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995

5.61 – Indirect financial interest

A reference in this Subdivision to an indirect financial interest of a person in a matter includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter.

Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007

11 – Disclosure of interest

(1). In this regulation –

Interest means an interest that could, or could reasonably be perceived to; adversely affect the impartiality of the person having the interest arising from kinship friendship or membership of an association.

- (2). A person who is a council member and who has an interest in any matter to be discussed at a council or committee meeting attended by the member must disclose the nature of the interest –
 - (a). in a written notice given to the CEO before the meeting;
 - or

- (b). at the meeting immediately before the matter is discussed.
- (3). Sub-regulation (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4). Sub-regulation (2) does not apply if -
 - (a). A person who is a council member fails to disclose an interest because the person did not know he or she has an interest in the matter; or
 - (b). A person who is a council member fails to disclose an interest because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person disclosed the interest as soon as possible after the discussion began.
- (5). If, under sub-regulation (2)(a), a person who is a council member discloses an interest in a written notice given to the CEO before a meeting then
 - (a). Before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
 - (b). At the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before a matter to which the disclosure related is discussed.
- (6). If –
- (a). Under sub-regulation (2)(b) or (4)(b) a person's interest in a matter is disclosed at a meeting; or
- (b). Under sub-regulation (5) (b) notice of a person's interest in a matter is bought to the attention of the persons present at a meeting.

The nature of the interest is to be recorded in the minutes of the meeting.

Describe the extent of your interest (If seeking to participate in the matter under the s.5.68 of the act)

5.68 – Councils and committees may allow members disclosing interests to participate etc. in meetings

- (1). If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter
 - (a). may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and
 - (b). may allow , to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if –
 - (i) the disclosing member also discloses the extent of the interest; and
 - (ii) those members decide that the interest -
 - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
 - (II) is common to a significant number of electors or ratepayers
- (2). A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3). This sections does not prevent the disclosing member from discussing, or participating in the decision making process on, the question on whether an application should be made to the Minister under section 5.69.

	SHIRE OF RAVENSTHORPE WORKS REQUEST FORM						
Name:							
Date:	/	/2018	Urgency:	Low / Medium / High	/ Strategic		
Road / Public	Building / A	rea:					
Request:							
Description:							
OFFICE USE	ONLY:						
Action Taken:							
Comment:							
Completed:	/	/2018	Signature:				
Inspected and	/or authoris	ed:	Chief Executive C	Officer			
					6		



Application for Leave of Absence

(Pursuant to Section 2.25 of the Local Government Act 1995 (as amended))

- (1) A council may, by resolution, grant leave of absence to a member.
- (2) Leave is not to be granted to a member in respect to more than 6 consecutive ordinary meetings of the Council without the approval of the Minister.
- (3) The granting of the leave is to be recorded in the minutes of the meeting.
- (4) A member who is absent without first obtaining leave of the Council throughout 3 consecutive ordinary meetings of the Council is disqualified from continuing his or her membership of the Council.
- (5) The non-attendance of a member at the time and place appointed for an ordinary meeting of the Council does not constitute absence from an ordinary meeting of Council
 - (a) if no meeting of the Council at which a quorum is present is actually held on that day; or
 - (b) if the non-attendance occurs while -
 - (i) the member has ceased to act as a member after which written notice has been given to the member under Section 2.27 (3) and before written notice has been given to the member under Section 2.27 (5);
 - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending; or
 - (iii) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.

I,,	hereby apply for Leave of Abse	nce from the
Ravensthorpe Shire Council from	to	for the
purpose of		

Signed:..... Date:....



Shire of Ravensthorpe Notice of Ordinary Council Meetings

In accordance with the Local Government Act 1995 and Administration Regulation 12 (I) it, is hereby notified that as from January 2018 to December 2018, Ordinary Council meetings of the Shire of Ravensthorpe will be held as follows:

January 2018	No meetings scheduled	
12 February 2018	Ravensthorpe Council Chambers- Forum	1 pm
15 February 2018	Ravensthorpe Council Chambers	5 pm
12 March 2018	Ravensthorpe Council Chambers - Forum	1 pm
15 March 2018	Hopetoun Community Centre	5 pm
16 April 2018	Ravensthorpe Council Chambers - Forum	1 pm
19 April 2018	Ravensthorpe Council Chambers	5 pm
14 May 2018	Ravensthorpe Council Chambers - Forum	1 pm
17 May 2018	Hopetoun Community Centre	5 pm
18 June 2018	Ravensthorpe Council Chambers - Forum	1 pm
21 June 2018	Ravensthorpe Council Chambers	5 pm
16 July 2018	Ravensthorpe Council Chambers - Forum	1 pm
19 July 2018	Hopetoun Community Centre	5 pm
13 August 2018	Ravensthorpe Council Chambers – Forum	5pm
16 August 2018	Ravensthorpe Council Chambers	5pm
17 September 2018	Ravensthorpe Council Chambers – Forum	5pm
20 September 2018	Ravensthorpe Council Chambers	5pm
15 October 2018	Ravensthorpe Council Chambers - Forum	1 pm
18 October 2018	Ravensthorpe Council Chambers	5 pm
12 November 2018	Ravensthorpe Council Chambers - Forum	1 pm
15 November 2018	Hopetoun Community Centre	5 pm
17 December 2018	Ravensthorpe Council Chambers- Forum	1 pm
20 December 2018	Ravensthorpe Council Chambers	5 pm

Ratepayers and residents are welcome to attend the council meetings and participate in the Public Question time session which are held at the beginning of each Council Meeting.

lan Fitzgerald Chief Executive Officer

ORDINARY MEETING OF COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, RAVENSTHORPE ON 16 AUGUST 2018, COMMENCING AT 5PM

CON	TENTS
1.	DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS
2.	ATTENDANCE / APOLOGIES/ APPROVED LEAVE OF ABSENCE
3.	RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE
4.	PUBLIC QUESTION TIME
5.	APPLICATIONS FOR, AND PREVIOUSLY APPROVED, LEAVE OF ABSENCE AND DISCLOSURES OF INTEREST. 10
6.	PETITIONS/ DEPUTATIONS/ PRESENTATIONS
7.	CONFIRMATION OF MINUTES
7.	1 COUNCIL MEETING – 19 July, 2018
8.	SUSPENSION OF STANDING ORDERS
9.	ANNOUNCEMENT BY PRESIDING MEMBER WITHOUT DISCUSSIONS
10.	REPORTS OF OFFICERS
1(.1 MANAGER OF CORPORATE AND COMMUNITY SERVICES
	10.1.1 SCHEDULE OF ACCOUNT PAYMENTS – JULY 2018
1(0.2 MANAGER OF PLANNING AND DEVELOPMENT
1(0.3 MANAGER OF ENGINEERING SERVICES
1(.4 CHIEF EXECUTIVE OFFICER
	10.4.1 RAVENSTHORPE HOPETOUN FUTURE FUND DEED
11.	ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
12.	BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
12	2.1 ELECTED MEMBERS
12	.2 OFFICERS
13.	MATTERS BEHIND CLOSED DOORS
14.	CLOSURE OF MEETING

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

2. ATTENDANCE / APOLOGIES/ APPROVED LEAVE OF ABSENCE

MEMBERS:	Cr Keith Dunlop Cr Julianne Belli Cr Kerry Dickinson Cr Thomas Major Cr Ian Goldfinch	(Shire President) (Deputy Shire President)

l I	Darren Kennedy Darryn Watkins	(Chief Executive Officer) (Manager of Corporate and Community Services) (Manager Engineering Services) (Personal Assistant)
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APOLOGIES:

ON LEAVE OF ABSENCE:

Cr Peter Smith Cr Graham Richardson

ABSENT:

3. RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

- 4. PUBLIC QUESTION TIME
- 5. APPLICATIONS FOR, AND PREVIOUSLY APPROVED, LEAVE OF ABSENCE AND DISCLOSURES OF INTEREST
- 6. PETITIONS/ DEPUTATIONS/ PRESENTATIONS

7. CONFIRMATION OF MINUTES

7.1 COUNCIL MEETING – 19 JULY, 2018

OFFICER RECOMMENDATION

ITEM 7.1

That the minutes of the meeting of council held on 19 July, 2018 be confirmed as a true and correct record of proceedings.

8. SUSPENSION OF STANDING ORDERS

9. ANNOUNCEMENT BY PRESIDING MEMBER WITHOUT DISCUSSIONS

10. REPORTS OF OFFICERS

10.1 MANAGER OF CORPORATE AND COMMUNITY SERVICES

10.1.1 SCHEDULE OF ACCOUNT PAYMENTS – JULY 2018

File Ref:	
Applicant:	Not applicable
Location:	Not applicable
Disclosure of Officer Interest:	None
Date:	7 August, 2018
Author:	Wendy Spaans – Admin/Creditors Officer
Authorising Officer:	Stacey Howard – Senior Finance Officer
Attachments:	10.1.1.1 Schedule of Payments to 31 July, 2018
	10.1.1.2 Credit Card Transactions to 30 June, 2018

Summary:

This item presents the schedule of payments for Council approval in accordance with Regulation 13 of the Local Government (Financial Management) Regulations 1996.

Background:

Period 1/7/2018 - 31/7/2018

2018/19							
Month	Cheques	EFT Pymts	Direct Debits	Credit Card	Payroll	Trust	Total Payments
Jul	1,367	2,442,344	63,539	12,115	201,078	950	2,721,392
Aug							0
Sep							0
Oct							0
Nov							0
Dec							0
Jan							0
Feb							0
Mar							0
Apr							0
May							0
Jun							0
Total	1,367	2,442,344	63,539	12,115	201,078	950	2,721,392
17/18	327,905	18,507,404	209,587	65,010	2,601,283	317,445	22,028,634

Comment:

This schedule of accounts as presented, submitted to each member of the Council, has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices computation, and costing's and the amounts shown have been paid.

Consultation:

N/A

Statutory Obligations:

Regulation 13 (1) – (3) of the *Local Government (Financial Management) Regulations* **1996**

Policy Implications:

N/A

Budget / Financial Implications:

This item address Council's expenditure from Trust and Municipal funds which have been paid under delegated authority.

Strategic Implications:

N/A

Sustainability Implications:

• Environmental:

There are no known significant environmental considerations.

• Economic:

There are no known significant economic considerations.

• Social:

There are no known significant social considerations.

Voting Requirements:

Simple majority

OFFICER RECOMMENDATION

ITEM 10.1.1

That pursuant to Regulation 13 of the *Local Government (Financial Management) Regulations 1996*, the payment of accounts for the month of July 2018, be noted.

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
308	06/07/2018	Shire of Ravensthorpe	Payroll deductions	1		400.00
INV DEDUC	2T04/07/2018	Shire of Ravensthorpe	Payroll deductions		400.00	
309	06/07/2018	Telstra	SMS DESKTOP 25/05/2018 TO 02/06/2018	1		232.57
INV T311	25/06/2018	Telstra	SMS DESKTOP 25/05/2018 TO 02/06/2018		232.57	
310	20/07/2018	Shire of Ravensthorpe	Payroll deductions	1		400.00
INV DEDUC	T18/07/2018	Shire of Ravensthorpe	Payroll deductions		400.00	
311	27/07/2018	Water Corporation	Annual Trade waste charges	1		334.57
INV 0007	12/07/2018	Water Corporation	Annual Trade waste charges		334.57	
EFT8801	06/07/2018	Aerodrome Management Services Pty Ltd (AMS)	DEVELOPMENT OF MOWP FOR RAVENSTHORPE	1		1,881.00
INV AMSIN	V·28/03/2018	Aerodrome Management Services Pty Ltd (AMS)	AERODROME P/O18792 DEVELOPMENT OF MOWP FOR RAVENSTHORPE AERODROME P/O18792		1,881.00	
EFT8802	06/07/2018	Albany Signs	2X ACM SIGNS, ONE WITH GRAPHICS - HOPETOUN GYM	1		1,012.00
INV 17705	29/06/2018	Albany Signs	P/O18748 2X ACM SIGNS, ONE WITH GRAPHICS - HOPETOUN GYM P/O18748		1,012.00	
EFT8803	06/07/2018	BP Australia Pty Ltd	FUEL ACCOUNT FOR JUNE 2018	1		2,008.73
INV 1023581	130/06/2018	BP Australia Pty Ltd	FUEL ACCOUNT FOR JUNE 2018		2,008.73	
EFT8804	06/07/2018	Caltex Australia Starcard	ACCOUNT FOR JUNE 2018	1		282.44
INV 0106394	830/06/2018	Caltex Australia Starcard	ACCOUNT FOR JUNE 2018		282.44	
EFT8805	06/07/2018	Cleanaway Pty Ltd	COLLECTIONS FOR JUNE 2018	1		16,333.10
INV 9811642	2 30/06/2018	Cleanaway Pty Ltd	COLLECTIONS FOR JUNE 2018		16,333.10	
EFT8806	06/07/2018	Community Spirit Newspaper Inc	ADVERTISEMENT - JOB VACANCIES X 3	1		334.00
INV 22146	28/06/2018	Community Spirit Newspaper Inc	ADVERTISEMENT - JOB VACANCIES X 3		334.00	

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT8807	06/07/2018	Courier Australia	COURIER CHARGES - ABCO	1		71.63
INV S302680	0 <i>A</i> 09/03/2018	Courier Australia	COURIER CHARGES - ABCO		71.63	
EFT8808	06/07/2018	Hopetoun Men In Sheds Incorporated	MANNING OF HOPETOUN TRANSFER STATION JUNE 2018	1		900.00
INV 241	30/06/2018	Hopetoun Men In Sheds Incorporated	MANNING OF HOPETOUN TRANSFER STATION JUNE 2018		900.00	
EFT8809	06/07/2018	Jason Signmakers	HAZARD MARKER SIGN MR-HM-2 P/O18934	1		132.00
INV 188401	28/06/2018	Jason Signmakers	HAZARD MARKER SIGN MR-HM-2 P/O18934		132.00	
EFT8810	06/07/2018	Kleenheat Gas	YEARLY FACILITY FEES	1		37.95
INV 5804315	5330/06/2018	Kleenheat Gas	YEARLY FACILITY FEES		37.95	
EFT8811	06/07/2018	LGIS Risk Management	PROJECT NUMBER 9429 - RRC PROGRAMME 2ND	1		4,455.00
INV 25/6/18	25/06/2018	LGIS Risk Management	INSTALMENT 2018/2018 PROJECT NUMBER 9429 - RRC PROGRAMME 2ND INSTALMENT 2018/2018		4,455.00	
EFT8812	06/07/2018	Modern Teaching Aids	NITRILE POWDER FREE BLUE GLOVES X 10, BLACK	1		218.68
INV 4338653	3925/06/2018	Modern Teaching Aids	GARBAGE BAGS P/O17779 NITRILE POWDER FREE BLUE GLOVES X 10, BLACK GARBAGE BAGS P/O17779		218.68	
EFT8813	06/07/2018	Perfect Computer Solutions	2x LCD MONITORS AND ANTIVIRUS P/O18584	1		2,285.00
INV 23745	28/06/2018	Perfect Computer Solutions	2x LCD MONITORS AND ANTIVIRUS P/018584		1,350.00	
INV 23746	28/06/2018	Perfect Computer Solutions	PRECONFIGURE ALTUS HOST MACHINE, SETUP ALTUS ONSITE, WORK ON ALTUS, MONTHLY FEE		935.00	
EFT8814	06/07/2018	R and R Heavy Diesel Services	HILUX DIAGNOSTIC COMPUTER RUN, CHECK FAULTS	1		247.50
INV 3074	25/06/2018	R and R Heavy Diesel Services	AND RECTIFY FAULT P/019223 HILUX DIAGNOSTIC COMPUTER RUN, CHECK FAULTS AND RECTIFY FAULT P/019223		247.50	
EFT8815	06/07/2018	Ravensthorpe Historical Society Inc.	FCTA Quarterly Rent for Museum	1		750.00
INV FCTA	05/07/2018	Ravensthorpe Historical Society Inc.	FCTA Quarterly Rent for Museum		750.00	
EFT8816	06/07/2018	Roselea Trading	Hopetoun Gym Rent	1		638.45

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV RENT	05/07/2018	Roselea Trading	Hopetoun Gym Rent		488.34	
INV RATES	05/07/2018	Roselea Trading	Hopetoun Gym Rates		150.11	
EFT8817	06/07/2018	Shire of Ravensthorpe Social Club	Payroll deductions	1		105.00
INV DEDUC	704/07/2018	Shire of Ravensthorpe Social Club	Payroll deductions		105.00	
EFT8818	06/07/2018	Telstra Damage Cost Recovery & Management	REPAIR DAMAGE TO TELSTRA PROPERTY AT 283 MOIR	1		2,114.01
INV PM3294	028/05/2018	(DCR&M) Telstra Damage Cost Recovery & Management (DCR&M)	ROAD REPAIR DAMAGE TO TELSTRA PROPERTY AT 283 MOIR ROAD		2,114.01	
EFT8819	06/07/2018	Veno's Dingo Services	CARETAKING DUTIES HAMERSLEY INLET JUNE 2018	1		1,320.00
INV 88	03/07/2018	Veno's Dingo Services	CARETAKING DUTIES HAMERSLEY INLET JUNE 2018		1,320.00	
EFT8820	13/07/2018	4 Rivers Plumbing & Gas	Repairs to Blocked Sewer Drain - Hosking St	1		5,536.30
INV 0000401	103/07/2018	4 Rivers Plumbing & Gas	PUMP OUT TOILETS AT JERDACUTTUP		888.80	
INV 0000401	203/07/2018	4 Rivers Plumbing & Gas	PUMP OUT TOILETS AT RAVENSTHORPE TIP		627.00	
INV 0000403	409/07/2018	4 Rivers Plumbing & Gas	Repairs to Blocked Sewer Drain - Hosking St		4,020.50	
EFT8821	13/07/2018	Albany Fitness	REPAIRS AND SERVICE TO THE GYM EQUIPMENT	1		1,076.00
INV AF00003	3202/07/2018	Albany Fitness	REPAIRS AND SERVICE TO THE GYM EQUIPMENT		1,076.00	
EFT8822	13/07/2018	BOC Limited	Bottle rental - 29/5/18 - 27/6/18	1		11.80
INV 4019913	528/06/2018	BOC Limited	Bottle rental - 29/5/18 - 27/6/18		11.80	
EFT8823	13/07/2018	Beacon Equipment	Petrol machine, Chain spocket, Throttle trigger, C/loop P/O 19215	1		191.75
INV 44141#9	04/07/2018	Beacon Equipment	Petrol machine, Chain spocket, Throttle trigger, C/loop P/O 19215		169.75	
INV 44152#9	0 04/07/2018	Beacon Equipment	Freight for invoice 44141#9		22.00	
EFT8824	13/07/2018	Bob Waddell & Associates Pty Ltd	ASSISTANCE WITH GL IMBALLANCE AND PAYROLL PROCEDURES	1		660.00
INV 1377	02/07/2018	Bob Waddell & Associates Pty Ltd	ASSISTANCE WITH GL IMBALLANCE AND PAYROLL PROCEDURES		660.00	

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT8825	13/07/2018	CJD Equipment	Oil filter, Seal plug, Copper ring x 50 P/O19302	1		250.43
INV 1717385	5 10/07/2018	CJD Equipment	Oil filter, Seal plug, Copper ring x 50 P/O19302		250.43	
EFT8826	13/07/2018	Caltex Energy WA	15,001L Diesel	1		20,932.85
INV S136705	5805/07/2018	Caltex Energy WA	15,001L Diesel		20,932.85	
EFT8827	13/07/2018	Commonwealth Bank	ATM CASH SERVICING AND MAINTENANCE - JULY 18	1		3,602.32
INV BWR07	/120/06/2018	Commonwealth Bank	ATM CASH SERVICING AND MAINTENANCE - JULY 18		1,801.16	
INV BWR08	/106/07/2018	Commonwealth Bank	ATM Cash servicing and maintenance - August 18		1,801.16	
EFT8828	13/07/2018	DIAL BEFORE YOU DIG WA LTD	Minimun referral fee - April to June 2018	1		110.00
INV WA1612	2230/06/2018	DIAL BEFORE YOU DIG WA LTD	Minimun referral fee - April to June 2018		110.00	
EFT8829	13/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018	1		4,140.45
INV 05205	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		33.00	
INV 05203	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		44.00	
INV 05202	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		39.60	
INV 05189	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		85.80	
INV 05191	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		178.20	
INV 05187	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		376.20	
INV 05186	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		155.80	
INV 05184	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		253.00	
INV 05185	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		78.10	
INV 05183	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		79.20	
INV 05182	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		70.40	
INV 05188	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		178.60	
INV 05225	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		153.00	
INV 50223	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		72.60	

Cheque /EFT No I	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 05224 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		119.60	
INV 05222 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		171.60	
INV 05180 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		127.60	
INV 05196 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		118.80	
INV 05226 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		906.75	
INV 05193 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		178.20	
INV 05192 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		144.00	
INV 05195 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		52.80	
INV 05201 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		88.00	
INV 05200 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		138.60	
INV 05199 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		39.60	
INV 05198 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		107.80	
INV 05197 0	04/07/2018	Esperance Fire Services	ROUTINE INSPECTION OF FIRE EQUIPMENT JUNE 2018		149.60	
EFT8830 1	13/07/2018	FE Daw & Sons	Account charges for June 1/6/18 to 30/6/18	1		298.72
INV JUNE ACO	09/07/2018	FE Daw & Sons	Account charges for June 1/6/18 to 30/6/18		298.72	
EFT8831 1	13/07/2018	Farmers Center Pty Ltd	Hydraulic hose, Tip, Couple, Insert , Braid	1		2,480.39
INV 713037 1	15/06/2018	Farmers Center Pty Ltd	Coupling, Valve, Lubricant, on off switch, Fuse holder, Wire		260.98	
INV 713048 1	19/06/2018	Farmers Center Pty Ltd	Bolts, Washers		6.40	
INV 713052 2	20/06/2018	Farmers Center Pty Ltd	Oversize sign		136.11	
INV 713055 2	20/06/2018	Farmers Center Pty Ltd	Engine oil		30.92	
INV 713064 2	22/06/2018	Farmers Center Pty Ltd	Hydraulic hose, Tip, Couple, Insert, Braid		703.47	
INV 712968 0	06/06/2018	Farmers Center Pty Ltd	Baldwin Filter x2		135.61	
INV 712969 0	06/06/2018	Farmers Center Pty Ltd	LED Amber side marker x2		161.86	
INV 712983 0	07/06/2018	Farmers Center Pty Ltd	Draw bar pin		17.82	
		Farmers Center Pty Ltd	Engine oil filter			

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 713004	09/06/2018	Farmers Center Pty Ltd	Oil filter, Air filters, V belt		198.45	
INV 713025	13/06/2018	Farmers Center Pty Ltd	Bolt, Nut, Washer, Hoseewall, braid, Inserts		98.74	
INV 713028	14/06/2018	Farmers Center Pty Ltd	Lube, Window, Plug set, Oil		168.68	
INV 713068	25/06/2018	Farmers Center Pty Ltd	Hose		8.35	
INV 713074	26/06/2018	Farmers Center Pty Ltd	Flow control		141.20	
INV 713080	26/06/2018	Farmers Center Pty Ltd	Couple, Tip, Pump, Oil can		353.34	
INV 713093	27/06/2018	Farmers Center Pty Ltd	Hydraulic elbow, adaptor		39.13	
EFT8832	13/07/2018	Fire Mitigation Services Pty Ltd	Fire management works as per quote to BRPC	1		14,781.80
INV 0000026	5310/06/2018	Fire Mitigation Services Pty Ltd	Fire management works as per quote to BRPC		10,766.80	
INV 0000024	715/04/2018	Fire Mitigation Services Pty Ltd	Fire management works as per qoute to BRPC - Fire break		4,015.00	
EFT8833	13/07/2018	Goldfields Voluntary Regional Organisation Of Councils (GVROC)	Annual contribution 2018/2019	1		11,000.00
INV INV-013	3206/06/2018	Goldfields Voluntary Regional Organisation Of Councils (GVROC)	Annual contribution 2018/2019		11,000.00	
EFT8834	13/07/2018	Hitachi Construction Machinery (Australia)	Oil filter, Seal, Fuel filter, Ejector, Elements, Rocket cover gasket, Fuel pump P/O 19304	1		909.94
INV IP50036	906/07/2018	Hitachi Construction Machinery (Australia)	Oil filter, Seal, Fuel filter, Ejector, Elements, Rocket cover gasket, Fuel pump P/O 19304		909.94	
EFT8835	13/07/2018	IT Vision Australia	SynergySoft & Universe Annual License Fees 1/7/2018 - 30/6/2019	1		34,327.04
INV 29864	01/07/2018	IT Vision Australia	SynergySoft & Universe Annual License Fees 1/7/2018 - 30/6/2019		34,327.04	
EFT8836	13/07/2018	Indiji Flora	Slashing road verges, Fire breaks, Clearing vegetation, Mulching	1		55,036.30
INV INV-002	2711/06/2018	Indiji Flora	Slashing road verges, Fire breaks, Clearing vegetation, Mulching		55,036.30	
EFT8837	13/07/2018	Institute of Public Works Engineering Australasia Limited	NAMS PLUS SUBSCRIPTION FEE 1/7/18 - 30/6/19	1		814.00
INV 84116-N	IP28/06/2018	Institute of Public Works Engineering Australasia Limited	NAMS PLUS SUBSCRIPTION FEE 1/7/18 - 30/6/19		814.00	

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EFT8838 INV 50	13/07/2018 28/05/2018	James Mollett & Partners James Mollett & Partners	WANDRRA AGRN 743 - Gravel supply- Fence Road - 12312 Cubic metres @ \$6 per m3 WANDRRA AGRN 743 - Gravel supply- Fence Road - 12312	1	81,259.20	81,259.20
			Cubic metres @ \$6 per m3			
EFT8839	13/07/2018	Jerramungup Electrical Service	Service and check burnt out motors and take to Albany for	1		228.25
INV 0001150	0802/07/2018	Jerramungup Electrical Service	advertisement Service and check burnt out motors and take to Albany for advertisement		228.25	
EFT8840	13/07/2018	Kleenwest Distributors	Handtowel, Toilet rolls, Bin liners P/O 19225	1		711.32
INV 0003193	3127/06/2018	Kleenwest Distributors	Handtowel, Toilet rolls, Bin liners P/O 19225		711.32	
EFT8841	13/07/2018	Landgate	Gross rental valuations chargeable shedule number - G2018/2 dated 27/1/18 to 18/5/18	1		149.05
INV 340688-	1(25/06/2018	Landgate	Mining tenements chargeable schedule number M2018 - Dated $4/5/18 - 7/6/18$		38.35	
INV 340647-	1(22/06/2018	Landgate	Gross rental valuations chargeable shedule number - G2018/2 dated 27/1/18 to 18/5/18		110.70	
EFT8842	13/07/2018	Landmark	Silv squatpak 400L Davey/Honda H/Reel	1		4,997.36
INV 9007423	3428/06/2018	Landmark	Silv squatpak 400L Davey/Honda H/Reel		3,420.01	
INV 9007241	625/06/2018	Landmark	BGCC builders choice fast 20KG x8		86.68	
INV 9006978	3618/06/2018	Landmark	BGCC builders choice fast 20KG x 6		58.81	
INV 9006934	4815/06/2018	Landmark	NPK blue		32.45	
INV 9006867	7914/06/2018	Landmark	Elbow with back nut		59.95	
INV 9006825	5213/06/2018	Landmark	Logs		731.02	
INV 9006758	3511/06/2018	Landmark	Nozzle kit, Spray gun, Hose coupling		608.44	
EFT8843	13/07/2018	Momar Australia	Freight for unbeadable, Twent- s, Nutcracker, Moly dsd	1		1,636.53
INV 186088	01/06/2018	Momar Australia	Freight for unbeadable, Twent- s, Nutcracker, Moly dsd		1,636.53	
EFT8844	13/07/2018	Promotion Products	Henley Coaster Sets x 50	1		717.20
INV INV-148	8006/07/2018	Promotion Products	Henley Coaster Sets x 50		662.20	

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INV INV-14	8006/07/2018	Promotion Products	Logo Redraw		55.00	
EFT8845 INV RSL-14	13/07/2018 8701/07/2018	RAMM Software Pty Ltd RAMM Software Pty Ltd	RAMM ANNUAL SUPPORT AND MAINTENANCE FEE, RENTAL OF POCKET RAMM SOFTWARE P/O 18939 RAMM ANNUAL SUPPORT AND MAINTENANCE FEE,	1	9,006.37	9,006.37
		5	RENTAL OF POCKET RAMM SOFTWARE P/O 18939		,	
EFT8846	13/07/2018	Ravensthorpe Agencies	June account 2018	1		3,269.90
INV 21861	30/06/2018	Ravensthorpe Agencies	June account 2018		3,269.90	
EFT8847	13/07/2018	Ravensthorpe Regional Arts Council	Funding for 2018/2019	1		20,000.00
INV 1055	11/07/2018	Ravensthorpe Regional Arts Council	Funding for 2018/2019		20,000.00	
EFT8848	13/07/2018	Ravensthorpe Roadhouse	Fuel account for June 2018	1		168.98
INV INV-03	3330/06/2018	Ravensthorpe Roadhouse	Fuel account for June 2018		168.98	
EFT8849	13/07/2018	Ravy Country Kitchen	Lunch x15 for Shire of Jerramungup delegation visit July 2018	1		412.50
INV 1	10/07/2018	Ravy Country Kitchen	Lunch x15 for Shire of Jerramungup delegation visit July 2018		412.50	
EFT8850	13/07/2018	Ray White Rural South Coast WA	JULY 2018 RENTAL - 165 BANKSIA ROAD HOPETOUN	1		1,213.33
INV JULY F	RE03/07/2018	Ray White Rural South Coast WA	JULY 2018 RENTAL - 165 BANKSIA ROAD HOPETOUN		1,213.33	
EFT8851	13/07/2018	Shire Of Esperance	Town Planner - Contracted Services	1		3,300.00
INV 68832	09/07/2018	Shire Of Esperance	Town Planner - Contracted Services		3,300.00	
EFT8852	17/07/2018	Darrin Mcharg	BOND REFUND - POOL	2		20.00
INV T1134	09/07/2018	Darrin Mcharg	BOND REFUND - POOL	2	20.00	
EFT8853	17/07/2018	Jamie Douglas Paterson	BOND REFUND - POOL	2		40.00
INV T1106	09/07/2018	Jamie Douglas Paterson	BOND REFUND - POOL	2	20.00	
INV T1229	09/07/2018	Jamie Douglas Paterson	BOND REFUND - GYM KATIE PATERSON	2	20.00	
EFT8854	17/07/2018	Kay Wilson	BOND REFUND	2		400.00

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INV T1231	14/06/2018	Kay Wilson	BOND REFUND	2	400.00	
EFT8855	17/07/2018	Stacey Webster	BOND REFUND	2		20.00
INV T699	21/12/2016	Stacey Webster	BOND REFUND	2	20.00	
EFT8856	17/07/2018	Sue Riseborough	BOND REFUND FOR HOPETOUN HALL HIRE 13/7/18 INV M0217	2		400.00
INV T1263	16/07/2018	Sue Riseborough	BOND REFUND FOR HOPETOUN HALL HIRE 13/7/18 INV M0217	2	400.00	
EFT8857	20/07/2018	4 Rivers Plumbing & Gas	Pump out of septic tanks - Phillips River	1		539.00
INV 0000402	2406/07/2018	4 Rivers Plumbing & Gas	Pump out of septic tanks - Phillips River		539.00	
EFT8858	20/07/2018	ACH Contractors	WANDRRA CONTRACT NUMBER 18/2017 PACKAGE 17 -	1		187,627.11
INV 84	29/06/2018	ACH Contractors	AGRN 743 WANDRRA CONTRACT NUMBER 18/2017 PACKAGE 17 - AGRN 743		187,627.11	
EFT8859	20/07/2018	Allied Pumps	2 x Davey Pool Pump PM4503 3 Phase	1		2,862.64
INV 74343	04/07/2018	Allied Pumps	2 x Davey Pool Pump PM4503 3 Phase		2,862.64	
EFT8860	20/07/2018	Australias Golden Outback	Fitzgerald Coast Tourism Membership of Australia's Golden Outback 1/7/18 - 30/6/19	1		295.00
INV FITZ	01/07/2018	Australias Golden Outback	Fitzgerald Coast Tourism Membership of Australia's Golden Outback 1/7/18 - 30/6/19		295.00	
EFT8861	20/07/2018	BCP Contractors Pty Ltd	WANDRRA PACKAGE 16 - CLAIM 2- AGRN 743	1		295,932.65
INV 5754	30/06/2018	BCP Contractors Pty Ltd	WANDRRA PACKAGE 16 - CLAIM 2- AGRN 743		184,445.00	
INV 5755	30/06/2018	BCP Contractors Pty Ltd	WANDRRA PACKAGE 19 - CLAIM 1 - AGRN 743		111,487.65	
EFT8862	20/07/2018	Best Office Systems	Printer reading from 20/06/18 to 20/07/18	1		535.54
INV 543632	16/07/2018	Best Office Systems	Printer reading from 20/06/18 to 20/07/18		535.54	
EFT8863	20/07/2018	CLAW Environmental	Drum Muster collection expenses	1		1,415.01
INV 0001545	5717/05/2018	CLAW Environmental	Drum Muster collection expenses		1,415.01	

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EFT8864	20/07/2018	Community Spirit Newspaper Inc	Advertising - Full Page - Goldfields -Esperance Arts & Culture	1		257.00
INV 0002217	7812/07/2018	Community Spirit Newspaper Inc	Trail Advertising - Full Page - Goldfields -Esperance Arts & Culture Trail		257.00	
EFT8865	20/07/2018	DTE Enterprises Pty Ltd - trading as Down to Earth	White card - E Kilbey, D Smith, J Watkins, R Zuks, G Jones, B	1		300.00
INV 0002753	3216/07/2018	Training & Assessing DTE Enterprises Pty Ltd - trading as Down to Earth Training & Assessing	Shepherd White card - E Kilbey, D Smith, J Watkins, R Zuks, G Jones, B Shepherd		300.00	
EFT8866	20/07/2018	Fix8 Systems	Artrack	1		1,569.40
INV 0024003	3119/07/2018	Fix8 Systems	Artrack		1,569.40	
EFT8867	20/07/2018	Helen Coleman	Reimbursement- Accommodation, Meals - Visit to City of Albany -	1		165.78
INV REIMB	U109/07/2018	Helen Coleman	Building EHO Reimbursement- Accommodation, Meals - Visit to City of Albany - Building EHO		165.78	
EFT8868	20/07/2018	Ravensthorpe Mechanical Services	1x Maxxis tyre fitted and balanced	1		205.60
INV 2056	12/07/2018	Ravensthorpe Mechanical Services	1x Maxxis tyre fitted and balanced		205.60	
EFT8869	20/07/2018	Recharge-IT	Brother printer toner cartridges x 3	1		264.00
INV 0160585	5627/06/2018	Recharge-IT	Brother printer toner cartridges x 3		264.00	
EFT8870	20/07/2018	Shire of Ravensthorpe Social Club	Payroll deductions	1		105.00
INV DEDUC	CT18/07/2018	Shire of Ravensthorpe Social Club	Payroll deductions		105.00	
EFT8871	20/07/2018	Tourism Esperance	Bronze Membership 2018/19	1		120.00
INV 0000020	0228/06/2018	Tourism Esperance	Bronze Membership 2018/19		120.00	
EFT8872	20/07/2018	Trophy Kings	Laser Engraved cat trap tags as quoted	1		264.00
INV INV-168	8911/07/2018	Trophy Kings	Laser Engraved cat trap tags as quoted		264.00	
EFT8873	20/07/2018	WALGA	WALGA Subscriptions 1 July 2018 to 30 June 2019	1		19,338.65
INV 1307170	0016/07/2018	WALGA	WALGA Subscriptions 1 July 2018 to 30 June 2019		19,338.65	

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EFT8874	20/07/2018	WCP Civil	FLOOD DAMAGE PACKAGE 13 - AGRN 743	1		346,243.34
INV 19155	29/06/2018	WCP Civil	DRAINAGE REPAIR AND PAVEMENT RENEWAL OF QUEEN & SPENCE ST INTERSECTION P/O18909		102,525.06	
INV 129162	29/06/2018	WCP Civil	SUPPLY AND INSTALL LINE MARKING AND GRAB RAILS- VARIOUS HOPETOUN SITES P/018775		10,321.73	
INV 19160	29/06/2018	WCP Civil	MOIR-MORGAN STREET INTERSECTION WORKS P/O18798		30,845.65	
INV 19161	29/06/2018	WCP Civil	SUPPLY AND INSTALL 4X NEW HEAD WALLS ON MOIR ROAD P/018932		4,180.00	
INV 19169	30/06/2018	WCP Civil	FLOOD DAMAGE PACKAGE 13 - AGRN 743		198,370.90	
EFT8875	24/07/2018	A.D Contractors Pty Ltd	STAND PIPE CARD BOND REFUND	2		50.00
INV T1243	24/07/2018	A.D Contractors Pty Ltd	STAND PIPE CARD BOND REFUND	2	50.00	
EFT8876	24/07/2018	Paulette McVeagh	GYM KEY BOND REFUND	2		20.00
INV T1232	24/07/2018	Paulette McVeagh	GYM KEY BOND REFUND	2	20.00	
EFT8877	25/07/2018	BCP Contractors Pty Ltd	WANDRRA AGRN-743 Tender Package 15 Claim 2	1		242,685.09
INV INV-575	5630/06/2018	BCP Contractors Pty Ltd	WANDRRA AGRN-743 Tender Package 15 Claim 2		242,685.09	
EFT8878	25/07/2018	Palmer Earthmoving Pty Ltd T/As Palmer Civil	WANDRRA 2017 AGN 743 - Package 17 - June claim 2018 -	1		360,696.02
INV 0000221	701/07/2018	Construction Palmer Earthmoving Pty Ltd T/As Palmer Civil Construction	Payment Cert 2 WANDRRA 2017 AGN 743 - Package 17 - June claim 2018 - Payment Cert 2		360,696.02	
EFT8879	25/07/2018	WCP Civil	RAVENSTHORPE - VEAL STREET UPGRADE P/O18919	1		119,489.03
INV 19170	30/06/2018	WCP Civil	RAVENSTHORPE - VEAL STREET UPGRADE P/O18919		119,489.03	
EFT8880	27/07/2018	AMPAC Debt Recovery	Debt recovery costs 5/07/2018	1		121.00
INV 48311	12/07/2018	AMPAC Debt Recovery	Debt recovery costs 5/07/2018		121.00	
EFT8881	27/07/2018	Bunnings Group Ltd	Materials for screen works on proposed new work at Ravensthorpe town hall	1		697.14
INV 2022/997	7120/07/2018	Bunnings Group Ltd	Materials for screen works on proposed new work at Ravensthorpe town hall		697.14	
EFT8882	27/07/2018	CJD Equipment	Rear lightx2, Wear plate ringfeeder x3 P/O19221	1		2,303.39
			ATTACH	IMENT	10.1.1.1	

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INV 1715189	05/07/2018	CJD Equipment	Rear lightx2, Wear plate ringfeeder x3 P/O19221		865.70	
INV 1715177	05/07/2018	CJD Equipment	Mirror for Grader P/O19301		308.00	
INV 1719660	16/07/2018	CJD Equipment	Hinge Leaf P/O19301		69.69	
INV 1719662	16/07/2018	CJD Equipment	Hing Leaf Door P/O19301		53.63	
INV 1720823	18/07/2018	CJD Equipment	Seals x 2 for J/D Bar loader P/O19310		76.80	
INV 1790137	25/06/2018	CJD Equipment	Hino Windscreen, Freight		517.00	
INV 9199091	25/06/2018	CJD Equipment	Freight charge for windscreen invoice 1709137 - undercharge on original invoice		242.00	
INV 1710274	26/06/2018	CJD Equipment	Fuel filter and 2x Oil filter		170.57	
EFT8883	27/07/2018	ChemCentre	Sample of treated effluent P/O19228	1		259.60
INV 1130417	S13/07/2018	ChemCentre	Sample of treated effluent P/O19228		259.60	
EFT8884	27/07/2018	City of Albany	Building Resource sharing from 10/07/18 to 12/07/2018, Building	1		3,014.37
INV 80548	16/07/2018	City of Albany	surveying Building Resource sharing from 10/07/18 to 12/07/2018, Building surveying		2,827.37	
INV 80563	24/07/2018	City of Albany	Building resource sharing - Certificate of design compliance #162620		187.00	
EFT8885	27/07/2018	Coastal Transport Engineering	Balance of supply 3x Steel waste bins as per quote 3038 - less deposit P/O19216	1		11,216.50
INV 0000184	325/07/2018	Coastal Transport Engineering	Balance of supply 3x Steel waste bins as per quote 3038 - less deposit P/O19216		11,216.50	
EFT8886	27/07/2018	Courier Australia	Courier charges, Pathwest, Hitachi, Shire of Ravensthorpe, Chem centre, CJD	1		198.29
INV 0366	20/07/2018	Courier Australia	Courier charges - CJD Equipment		25.03	
INV 0365	13/07/2018	Courier Australia	Courier charges, Pathwest, Hitachi, Shire of Ravensthorpe, Chem centre, CJD		173.26	
EFT8887	27/07/2018	Day and Nite Maintenance	4x Tyres for Ranger car RA3280 P/O19214	1		1,493.50
INV 162A	10/07/2018	Day and Nite Maintenance	Oil and Oil Filter for - Grader Ute P/O19214		423.50	
INV 162	10/07/2018	Day and Nite Maintenance	4x Tyres for Ranger car RA3280 P/O19214		1,070.00	

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT8888	27/07/2018	Department of Water and Environment Regulation	Hopetoun waste site transfer station - Annual fee P/O18937	1		324.71
INV L8150/2	2017/07/2018	Department of Water and Environment Regulation	Hopetoun waste site transfer station - Annual fee P/O18937		324.71	
EFT8889	27/07/2018	Esperance Fire Services	Routine inspection of fire equipment July 2018	1		480.70
INV 05179	04/07/2018	Esperance Fire Services	Routine inspection of fire equipment		105.60	
INV 05204	04/07/2018	Esperance Fire Services	Routine inspection of fire equipment		50.60	
INV 05235	16/07/2018	Esperance Fire Services	Routine inspection of fire equipment July 2018		324.50	
EFT8890	27/07/2018	Fitzgerald Strategies	Assisting Council by facilitating CEO Performance Review 2018	1		4,700.00
INV 0000189	9416/07/2018	Fitzgerald Strategies	Assisting Council by facilitating CEO Performance Review 2018		4,700.00	
EFT8891	27/07/2018	Hillside Hardware	Account 15/6/18 to 13/7/18, Screws, washer, S/tap, Tape, Grinding	1		770.11
INV JUNE -	JU17/07/2018	Hillside Hardware	metal, Brass hose, Trailer hire, Oil can Account 15/6/18 to 13/7/18, Screws,washer, S/tap, Tape, Grinding metal, Brass hose, Trailer hire, Oil can		770.11	
EFT8892	27/07/2018	Hopetoun Painting Service	Supply and install doors x7 P/O19258	1		1,232.00
INV INV-100	6118/07/2018	Hopetoun Painting Service	Supply and install doors x7 P/O19258		1,232.00	
EFT8893	27/07/2018	Local Government Professionals Australia WA	2018-2019 Membership Ian FItzgerald	1		531.00
INV 8552	11/07/2018	Local Government Professionals Australia WA	2018-2019 Membership Ian FItzgerald		531.00	
EFT8894	27/07/2018	Main Roads Western Australia	WANDRRA AGRN-743 - Reimbursement of Advancement made	1		500,000.00
INV 309199	29/06/2018	Main Roads Western Australia	in August 2017 WANDRRA AGRN-743 - Reimbursement of Advancement made in August 2017		500,000.00	
EFT8895	27/07/2018	Meridian Agencies	ACCOUNT 4/7/18 to 18/7/18	1		211.79
INV ACCOU	JN19/07/2018	Meridian Agencies	ACCOUNT 4/7/18 to 18/7/18		211.79	
EFT8896	27/07/2018	Munglinup Roadhouse	Cleaning of toilets - Munglinup	1		880.00
INV 44	03/07/2018	Munglinup Roadhouse	Cleaning of toilets - Munglinup		880.00	
EFT8897	27/07/2018	Nature Play Solutions	Tigers CDK Grant - Playground design and quote	1		2,695.00

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 0000274	4510/07/2018	Nature Play Solutions	Tigers CDK Grant - Playground design and quote		2,695.00	
EFT8898	27/07/2018	Perfect Computer Solutions	Security certificate labour, EOFY copied to server, change payroll name	1		385.00
INV 23827	19/07/2018	Perfect Computer Solutions	Security certificate labour, EOFY copied to server, change payroll name		385.00	
EFT8899	27/07/2018	Ravensthorpe Mechanical Services	LED Module x2	1		1,218.85
INV 0003246	6905/06/2018	Ravensthorpe Mechanical Services	1x HB3 Globe P/O19207		22.90	
INV 0003196	6608/03/2018	Ravensthorpe Mechanical Services	Supply fit and balance Tyre and Tyre disposal		344.90	
INV 0003117	7513/10/2017	Ravensthorpe Mechanical Services	Tyre repair and balance		32.50	
INV 0003185	5319/02/2018	Ravensthorpe Mechanical Services	LED Module x2		721.46	
INV 0003179	9614/02/2018	Ravensthorpe Mechanical Services	Back Hoe Safety clips x4, Loader Jic Unom x2		97.09	
EFT8900	27/07/2018	Southern Diesel Hire	Ripper Lift	1		9,955.00
INV 1032	12/07/2018	Southern Diesel Hire	Ripper Lift		9,955.00	
EFT8901	27/07/2018	WA Tyre Recovery	Collections of Tyres from Ravy landfill P/O 19311	1		389.25
INV 0607	26/07/2018	WA Tyre Recovery	Collections of Tyres from Ravy landfill P/O 19311		389.25	
1013	02/07/2018	1 - BANK FEES	MAINTENANCE FEE	1		60.00
1013	02/07/2018	1 - BANK FEES	OBB RECORD FEE	1		3.80
1013	02/07/2018	1 - BANK FEES	ELECTRONIC TRANSACTION FEE	1		5.00
1013	02/07/2018	1 - BANK FEES	PAPER TRANSACTION FEE	1		0.20
1013	02/07/2018	1 - BANK FEES	BPAY TRANSACTION FEE	1		53.25
1013	03/07/2018	1 - BANK FEES	MERCHANT FEES	1		147.71
DD4152.1	04/07/2018	Loyd D.G. & Sandra Collins Superfund	Superannuation contributions	1		89.97
INV SUPER	04/07/2018	Loyd D.G. & Sandra Collins Superfund	Superannuation contributions	1	89.97	

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD4152.2	04/07/2018	SuperWrap Personal Super Plan	Payroll deductions	1		970.32
INV SUPER	04/07/2018	SuperWrap Personal Super Plan	Superannuation contributions	1	721.52	
INV DEDUC	T04/07/2018	SuperWrap Personal Super Plan	Payroll deductions	1	248.80	
DD4152.3	04/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Payroll deductions	1		570.68
INV SUPER	04/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Superannuation contributions	1	424.35	
INV DEDUC	T04/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Payroll deductions	1	146.33	
DD4152.4	04/07/2018	MTAA Superannuation Fund	Superannuation contributions	1		165.98
INV SUPER	04/07/2018	MTAA Superannuation Fund	Superannuation contributions	1	165.98	
DD4152.5	04/07/2018	Sound Superannuation Fun	Payroll deductions	1		379.19
INV SUPER	04/07/2018	Sound Superannuation Fun	Superannuation contributions	1	147.30	
INV DEDUC	T04/07/2018	Sound Superannuation Fun	Payroll deductions	1	231.89	
DD4152.6	04/07/2018	Rest Superannuation	Superannuation contributions	1		72.58
INV SUPER	04/07/2018	Rest Superannuation	Superannuation contributions	1	72.58	
DD4152.7	04/07/2018	WA Local Government Super Plan	Payroll deductions	1		7,312.11
INV DEDUC	T04/07/2018	WA Local Government Super Plan	Payroll deductions	1	182.46	
INV DEDUC	T04/07/2018	WA Local Government Super Plan	Payroll deductions	1	266.56	
INV SUPER	04/07/2018	WA Local Government Super Plan	Superannuation contributions	1	6,753.32	
INV DEDUC	T04/07/2018	WA Local Government Super Plan	Payroll deductions	1	48.12	
INV DEDUC	T04/07/2018	WA Local Government Super Plan	Payroll deductions	1	61.65	
DD4152.8	04/07/2018	Australian Superannuation (Formally Westscheme)	Superannuation contributions	1		2,082.31
INV DEDUC	T04/07/2018	Australian Superannuation (Formally Westscheme)	Payroll deductions	1	420.38	
INV SUPER	04/07/2018	Australian Superannuation (Formally Westscheme)	Superannuation contributions	1	1,661.93	
DD4152.9	04/07/2018	Colonial First State	Superannuation contributions	1		389.14

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV DEDUC	Г04/07/2018	Colonial First State	Payroll deductions	1	57.65	
INV SUPER	04/07/2018	Colonial First State	Superannuation contributions	1	331.49	
DD4170.1	11/07/2018	BANKWEST Corporate Mastercard	Credit Card Expenditure June 2018 - Ian Fitzgerald	1		12,114.50
INV JUNE 20	102/07/2018	BANKWEST Corporate Mastercard	Credit card Expenditure June 2018 - Darren Watkins	1	727.52	
INV JUNE 20	102/07/2018	BANKWEST Corporate Mastercard	Credit card Expenditure June 2018 - Darren Kennedy	1	2,024.01	
INV JUNE 20	102/07/2018	BANKWEST Corporate Mastercard	Credit Card Expenditure June 2018 - Ian Fitzgerald	1	9,362.97	
DD4186.1	18/07/2018	Loyd D.G. & Sandra Collins Superfund	Superannuation contributions	1		84.91
INV SUPER	18/07/2018	Loyd D.G. & Sandra Collins Superfund	Superannuation contributions	1	84.91	
DD4186.2	18/07/2018	FirstChoice Personal Super	Superannuation contributions	1		169.92
INV SUPER	18/07/2018	FirstChoice Personal Super	Superannuation contributions	1	169.92	
DD4186.3	18/07/2018	SuperWrap Personal Super Plan	Payroll deductions	1		970.32
INV SUPER	18/07/2018	SuperWrap Personal Super Plan	Superannuation contributions	1	721.52	
INV DEDUC	Г18/07/2018	SuperWrap Personal Super Plan	Payroll deductions	1	248.80	
DD4186.4	18/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Payroll deductions	1		570.68
INV SUPER	18/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Superannuation contributions	1	424.35	
INV DEDUC	Г18/07/2018	Maystar Pty Ltd ATF The Russlan Zuks Super Fund	Payroll deductions	1	146.33	
DD4186.5	18/07/2018	MTAA Superannuation Fund	Superannuation contributions	1		141.27
INV SUPER	18/07/2018	MTAA Superannuation Fund	Superannuation contributions	1	141.27	
DD4186.6	18/07/2018	Sound Superannuation Fun	Payroll deductions	1		66.47
INV SUPER	18/07/2018	Sound Superannuation Fun	Superannuation contributions	1	14.94	
INV DEDUC	Г18/07/2018	Sound Superannuation Fun	Payroll deductions	1	51.53	
DD4186.7	18/07/2018	Rest Superannuation	Superannuation contributions	1		51.85
INV SUPER	18/07/2018	Rest Superannuation	Superannuation contributions	1	51.85	

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD4186.8	18/07/2018	WA Local Government Super Plan	Payroll deductions	1		6,906.57
INV DEDUC	CT18/07/2018	WA Local Government Super Plan	Payroll deductions	1	182.46	
INV DEDUC	CT18/07/2018	WA Local Government Super Plan	Payroll deductions	1	266.56	
INV SUPER	18/07/2018	WA Local Government Super Plan	Superannuation contributions	1	6,344.22	
INV DEDUC	CT18/07/2018	WA Local Government Super Plan	Payroll deductions	1	48.12	
INV DEDUC	CT18/07/2018	WA Local Government Super Plan	Payroll deductions	1	65.21	
DD4186.9	18/07/2018	Australian Superannuation (Formally Westscheme)	Superannuation contributions	1		3,153.75
INV DEDUC	CT18/07/2018	Australian Superannuation (Formally Westscheme)	Payroll deductions	1	695.11	
INV SUPER	18/07/2018	Australian Superannuation (Formally Westscheme)	Superannuation contributions	1	2,458.64	
DD4191.1	15/07/2018	SG Fleet	Lease Rentals	1		13,509.04
INV AUSG0	00101/07/2018	SG Fleet	Lease Rentals	1	13,509.04	
DD4191.2	25/07/2018	Westnet Pty Ltd	Hosting - Business pro email 23/6/18 to 23/7/18	1		18.50
INV 1021083	3211/07/2018	Westnet Pty Ltd	Hosting - Business pro email 23/6/18 to 23/7/18	1	18.50	
DD4215.1	31/07/2018	Water Corporation	Accounts Payment by Authority July 2018	1		12,274.46
INV JULY 2	20131/07/2018	Water Corporation	Accounts Payment by Authority July 2018	1	12,274.46	
DD4215.2	31/07/2018	Department of Transport (Shire Licensing)	DOT Payment by Authority July	1		30,915.45
INV JULY 2	20131/07/2018	Department of Transport (Shire Licensing)	DOT Payment by Authority July	1	30,915.45	
DD4215.3	31/07/2018	Synergy	Account payment by authority July 2018	1		3,018.21
INV JULY18	8 31/07/2018	Synergy	Account payment by authority July 2018	1	3,018.21	
DD4215.4	31/07/2018	Horizon Power	Account payment by authority July 2018	1		2,847.19
INV JULY 2	20131/07/2018	Horizon Power	Account payment by authority July 2018	1	2,847.19	
DD4215.5	31/07/2018	Westnet Pty Ltd	Account payment by authority July 2018	1		686.47

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV JULY 20	0117/06/2018	Westnet Pty Ltd	Account payment by authority July 2018	1	686.47	
DD4152.10	04/07/2018	BT Super For Life	Superannuation contributions	1		194.63
INV SUPER	04/07/2018	BT Super For Life	Superannuation contributions	1	194.63	
DD4152.11	04/07/2018	MLC Superannuation	Superannuation contributions	1		48.42
INV SUPER	04/07/2018	MLC Superannuation	Superannuation contributions	1	48.42	
DD4152.12	04/07/2018	AMP Super	Superannuation contributions	1		63.64
INV SUPER	04/07/2018	AMP Super	Superannuation contributions	1	63.64	
DD4152.13	04/07/2018	BT Super for Life	Superannuation contributions	1		662.86
INV SUPER	04/07/2018	BT Super for Life	Superannuation contributions	1	662.86	
DD4152.14	04/07/2018	Care Super Pty Ltd	Superannuation contributions	1		110.21
INV SUPER	04/07/2018	Care Super Pty Ltd	Superannuation contributions	1	110.21	
DD4186.10	18/07/2018	Colonial First State	Superannuation contributions	1		389.14
INV DEDUC	T18/07/2018	Colonial First State	Payroll deductions	1	57.65	
INV SUPER	18/07/2018	Colonial First State	Superannuation contributions	1	331.49	
DD4186.11	18/07/2018	BT Super For Life	Superannuation contributions	1		194.64
INV SUPER	18/07/2018	BT Super For Life	Superannuation contributions	1	194.64	
DD4186.12	18/07/2018	MLC Superannuation	Superannuation contributions	1		48.42
INV SUPER	18/07/2018	MLC Superannuation	Superannuation contributions	1	48.42	
DD4186.13	18/07/2018	AMP Super	Superannuation contributions	1		63.64
INV SUPER	18/07/2018	AMP Super	Superannuation contributions	1	63.64	
DD4186.14	18/07/2018	BT Super for Life	Superannuation contributions	1		662.86
INV SUPER	18/07/2018	BT Super for Life	Superannuation contributions	1	662.86	

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD4186.15	18/07/2018	Care Super Pty Ltd	Superannuation contributions	1		164.00
INV SUPER	18/07/2018	Care Super Pty Ltd	Superannuation contributions	1	164.00	
04072018	04/07/2018	SHIRE OF RAVENSTHORPE	PAYROLL PROCESSING 04.07.2018	1		87,531.64
18/07/2018	18/07/2018	SHIRE OF RAVENSTHORPE	Payroll Processing 18/07/2018	1		86,795.43

REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	Municipal Bank Account	2,720,442.10
2	Trust Bank Account	950.00
TOTAL		2,721,392.10



01 June 2018 - 30 June 2018 Business Credit Card - Ian Fitzgerald Bankwest

Date	Payment to	Description	Amount	GST
1/06/2018	Wotif	Travel - Meals - CEO -School Council training	121.50	11.05
1/06/2018	Petals Network	Flowers - Portia Chambers for birth of son	122.90	11.17
5/06/2018	Novotel Perth Langley	Accommodation - Meals - CEO - EMPA conference Perth	740.00	67.27
6/06/2018	Banner Buzz	Flags - Teardrop flags and bases	4061.86	369.26
8/06/2018	City Toyota	Vechicle - Service for ORA car	439.76	39.98
9/06/2018	Novotel Perth Langley	Accommodation - CEO - EMPA conference Perth	201.59	18.33
19/06/2018	Metro Hotel	Meal - CEO - School Council training	25.00	2.27
20/06/2018	SEEK	Advertisement - Manager Engineering Services	412.50	37.50
20/06/2018	Exreme Makeover Clean	Saucepans - 41 Kingsmill Street	21.00	1.91
21/06/2018	The Roast n Grill Café	Meals - Council Dinner	240.00	21.82
27/06/2018	SEEK	Advertisement - Truck Driver/Plant Operator Construction	302.50	27.50
28/06/2018	Munglinup Roadhouse	Meal - Councilor lunch	23.50	2.14
29/06/2018	Rydges Kalgoorlie	Accommodation - Meals - CEOand Councillors - GVROC	995.84	90.53
29/06/2018	ATG Travelway	Flight - Change of flights Canada Study Tour - CEO	1535.20	139.56

Total Purchases for I. Fitzgerald

9,243.15 840.29

Business Credit Card - Ashley Peczka Bankwest

Date	Payment to	Description	Amount	GST
				0.00
			0.00	0.00

Business Credit Card - Darryn Watkins Bankwest

Date	Payment to	Description	Amount	GST
12/06/2018	Esperance Motor Group	Vehicle - 80,000km Service for Toyota Hilux - Engineering	727.52	66.14
			727.52	66.14

Business Credit Card - Darren Kennedy Bankwest

Date	Payment to	Description	Amount	GST
11/06/2018	BluePod Coffee Co	Lavazza coffe pods for administration office	200.00	0.00
14/06/2018	Phonographic Performance	Public performance of protected sound recordings	465.67	42.34
14/06/2018	Dept of Communities Education & Care Unit	Annual service fee 2018-19	203.00	0.00
16/06/2018	Quest Innaloo	Accomodation & Meals for DOT training, Heidi Bridger	1047.35	95.22
21/06/2018	Dept of Communities Education & Care Unit	Service waiver 2017/18	108.00	0.00

2024.02	137.56

Business Credit Card - Miscellanous Fees and Charges Bankwest

Date	Payment to	Description	Amount	GST
6/06/2018	Bankwest	Foreign transaction fee	119.82	0.00
ATTACHMENT 10.1.1.2		Total	\$ 12,114.51	\$ 1,043.98

10.2 MANAGER OF PLANNING AND DEVELOPMENT

Nil

10.3 MANAGER OF ENGINEERING SERVICES

Nil

10.4 CHIEF EXECUTIVE OFFICER

10.4.1 RAVENSTHORPE HOPETOUN FUTURE FUND DEED

File Ref:	
Applicant:	RAVENSTHORPE HOPETOUN FUTURE FUND
Location:	District
Disclosure of Officer Interest:	None
Date:	8 August, 2018
Author:	Ian Fitzgerald – Chief Executive Officer
Authorising Officer:	Not applicable
Attachments:	10.4.1.1 Draft Deed – amended
	10.4.1.2 Ravensthorpe Hopetoun Future Fund minutes
	8 August 2018

Summary:

The Board of the Ravensthorpe Hopetoun Future Fund (RHFF) has been investigating amendments to the Deed under which they operate. The changes proposed and recommended by the Board reflect flexibility regarding terms of community members is someone should resign early and also some general word tidy up to better reflect local government.

Background:

The RHFF and the Deed have been in place since the establishment of the fund at the demise of BHP and have worked well to service the operations of the Board and support the community.

Comment:

The Board has had some concerns as to the stability of its membership in particular in relation to community members. At present there is no flexibility and both community members are appointed at the same time. Should the chairperson and the Shire President or Chief Executive Officer leave at the same time there was some concern as to the corporate knowledge and experience that could be lost at any one time.

The proposed changes, as drafted by McLeods Barristers and Solicitors, help to avoid this situation arising and provides mechanisms for ongoing stability and knowledge. The other

changes involve wording to better reflect local government rather than a private body with the Shire of Ravensthorpe the nominated Trustee.

There is also an inclusion of reimbursement of expenses which brings the Deed into line with Council Policy G18- Reimbursement of Ravensthorpe Hopetoun Future Fund Board Chairman and Members meetings expenses.

The RHFF Board has reviewed the proposed changes and has recommended Council adopt the updated Deed. A copy of the Deed, with the proposed changes marked, is provided with this agenda item.

Consultation:

Ravensthorpe Hopetoun Future Fund Board McLeod's Barristers and Solicitors

Statutory Obligations:

Local Government Act 1995

Policy Implications:

Nil

Budget / Financial Implications:

Nil. The costs of McLeod's Barristers and Solicitors was met by the RHFF.

Strategic Implications:

While the RHFF Board operates external to the Council, it does provide financial assistance to community groups to help provide services and facilities for the community.

Risk:

Risk	Risk Likelihood (based on history and with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk	Risk Action Plan (Controls or Treatment proposed)
Not meeting Statutory Compliance and/or loss of corporate knowledge	Rare (1)	Minor (2)	Low (2)	Failure to meet Statutory, Regulatory or Compliance Requirements	Accept Officer Recommendation

Sustainability Implications:

• Environmental:

There are no known significant environmental considerations.

• Economic:

There are no known significant economic considerations.

• Social:

There are no known significant social considerations.

Voting Requirements:

Absolute majority

OFFICER RECOMMENDATION

ITEM 10.4.1

That the Council accept the recommendation from the Ravensthorpe Hopetoun Future Fund Board and adopt the proposed changes to the Deed under which the Board operates.

Deed

Ravensthorpe

l

Ravensthorpe Hopetoun Future Fund

Ravensthorpe Nickel Operations Pty Ltd

The Shire of Ravensthorpe

brett.arnold@freehills.com

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The agreement

Date ►	
Between the parties	
Founder	Ravensthorpe Nickel Operations Pty Ltd
	ABN 75 092 506 584 of Level 16, Central Park, 152-158 St Georges Terrace, Perth, Western Australia
Trustee	The Shire of Ravensthorpe
	ABN 52 674 538 418 of PO Box 43, Ravensthorpe, Western Australia
Background	 The Founder wishes to establish a fund for certain public charitable purposes.
	2 The Founder will pay to the Trustee the Settled Sum within 30 days of the execution of this deed to be held by the Trustee on trust for the purposes mentioned in this deed.
This deed witnesses	that in consideration of, among other things, the mutual promises contained in this deed, the parties agree as set out in the Operative part of this deed.

Trust deed

Operative part

1 Name The Trust is to be known as Ravensthorpe Hopetoun Future Fund. 2 Definitions and interpretation 2.1 Definitions The meanings of the terms used in this document are set out below. Term Meaning Accounting Period the period from the date of this deed to the following 30 June and then each period of 12 months ending on 30 June in each year, or any other period that the Trustee decides from time to time. the geographical areadistrict of the Shire of Ravensthorpe as at the date of this deed. Area Board the Board of Governors established under clause 9. Commissioner the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA97. Eligible Charity a fund, authority or institution which is charitable at law. the person named in this deed as the Founder and any other founder for the Founder time being of the Trust whether original, additional or substituted. ITAA97 the Income Tax Assessment Act 1997. Settled Sum \$5,000,000, to be paid with 30 days of execution of this deed. Shire Shire of Ravensthorpe, or if the Shire of Ravensthorpe amalgamates with another shirelocal government, then that amalgamated shirelocal government.

I

Term	Meaning		
Specified Income	income of the Trust other than donations, gifts, government grants, and other voluntary transfers of property to the Trust.		
Trust	the trust established under this deed		
Trust Fund	1 the Settled Sum;		
	2 all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund;		
	3 all accretions to the Trust Fund;		
	4 all accumulations of income; and		
	5 the money, investments and property from time to time representing the above or into which they are converted,		
	and includes any part of the Trust Fund.		
Trustee	the person named in this deed as the Trustee and any other trustee for the time being of the Trust whether original, additional or substituted.		

2.2 Interpretation

In this deed unless the context requires otherwise:

- the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to this deed means this deed as amended, varied or added to;
- (c) a reference to any legislation includes any amendment to that legislation, any consolidation or replacement of that legislation and any subordinate legislation made under it; and
- (d) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual.

2.3 Headings

Headings are used for convenience only and do not affect the interpretation of this deed.

3 Declaration of trust

(a) The Founder and the Trustee declare that the Trustee will hold the Trust Fund and the income from the Trust Fund on the trusts, with the powers and subject to the provisions in this deed.

(b) For the avoidance of doubt, the Trustee agrees that the Trust Fund constitutes a trust fund under section 6.9 of the *Local Government Act 1995* (WA), and despite section 6.9(4) of that Act, agrees that it will not, even after the Trust Fund has been held on trust for ten (10) years, transfer the Trust Fund to a municipal fund.

4 Purpose

4.1 Application of income and capital

- (a) The Trustee must hold the Trust Fund and the income of the Trust Fund derived in each Accounting Period on trust to pay or apply the income and, subject to clause 4.1(b) the capital of the Trust Fund, for the purpose of promoting the amenity of and service to the Area for the benefit of all or a substantial proportion of persons who are ordinarily resident in the Area, including, without limitation, financial support of:
 - charitable endeavours that will provide community or welfare benefit to all or a substantial proportion of persons who are ordinarily resident in the Area; and
 - (2) facilities and services that improve the welfare, culture or amenity of all or a substantial proportion of persons ordinarily resident in the Area.
- (b) It is the intention that the capital of the Trust Fund will be maintained for the long term and consequently, it is a requirement of this deed that, so far as is reasonably possible, the Trustee maintain the capital of the Trust Fund at an amount not less than \$4,000,000.
- (c) No part of the Trust Fund or the income may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or other profit distribution, to the Trustee, any person on the council of the Trustee or any member of the Board.
- (d) For the avoidance of doubt, clause 4.1(c) does not prohibit the making of a payment to the Trustee, any person on the council of the Trustee or any member of the Board, where that payment is made in accordance with clause 4.1(a), subject to such a payment not contravening any other clause of this deed, including, without limitation, clauses 7 and 14.

4.2 Role of Trustee and interaction with Board

- (a) The Trustee must not utilise any monies comprised in the Trust Fund for any purpose, and will have no rights of indemnity in respect thereof, unless expressly provided for in this deed, or supported by a recommendation or proposal from the Board.
- (b) The Trustee is to implement proposals and recommendations made by the Board to the Trustee, unless to do so would be inconsistent with the Trust Deed.

4.3 Sub-funds

- (a) If requested to do so by the Board, the Trustee must maintain a management account in respect of gifts of money or property from a particular donor or group of donors
- (b) The management account may be used to record receipts from a donor or group of donors, money received because of those gifts and payments or applications from the management account.
- (c) The donor or group of donors (or persons nominated by the donor or group of donors) may make requests or indicate preferences, as to the name of the management account, and as to the payments or applications from the account.
- (d) The Trustee is under no obligation to comply, and the Trustee may not agree or give an assurance that it will comply, with any request or preference.
- (e) The management account forms part of the Trust Fund and is not a separate fund.

- (f) The management account may not be separately invested or be separately accounted for in the statutory financial statements of the Trust.
- (g) The Trustee may at any time cease to maintain the management account and account for the money and investments in the general accounts for the Trust Fund.
- (h) The Trustee may provide reports of the investments and application of the management account to the donor or group of donors but is not under an obligation to do so.
- (i) The Trustee may formulate rules and policies relating to the maintenance of the management account provided they are not contrary to this Trust Deed or any requirements of the Commissioner.

4.4 Trustee may accumulate income

The Trustee may in any Accounting Period accumulate and retain as part of the Trust Fund so much of the income and capital of the Trust Fund as it thinks fit, so long as the <u>Trustee uses its best endeavours to ensure that, as far as practicable, the</u> proportion of the Specified Income accumulated in any Accounting Period does not exceed 20% of the Specified Income derived by the Trustee during that period, or any other percentage or amount that is from time to time approved by the Commissioner.

5 Trustee's powers

5.1 Investment

The Trustee must invest money of the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia and only in accordance with an investment policy endorsed by the Board under clause 9.2(a)(2).

5.2 Other powers

Subject to the other provisions of this deed, including, without limitation, where the consent of the Board is required under clause 4.2(a) and the obligations of the Trustee not to utilise the Trust Fund for certain expenses in clause 14, the Trustee may:

- (a) change an investment for any others or vary the terms and conditions on which an investment is held;
- (b) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (c) borrow or raise or secure the payment of money in any manner the Trustee thinks fit and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (d) take and act on the opinion of a barrister practising in Australia in relation to the interpretation or effect of this deed or any of the trusts or powers of this deed without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;
- (e) take any action the Trustee thinks fit for the adequate protection or insurance of any part of the Trust Fund;
- (f) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;

- (g) subject to the trusts of this deed, generally perform any administrative act;
- (h) attract and encourage donations, gifts (by will or otherwise), endowments, trust distributions and other forms of financial assistance to or for the benefit of the Trust;
- (i) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;

(ia) pay to a member of the Board:

(1) reasonable costs or expenses incurred by the Board member in attending a meeting of the Board; and

(2) a reasonable meeting attendance fee or allowance;

- engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (k) sponsor, organise and undertake fund raising activities and arrange for the issue of appeals to the public for donations;
- (I) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;
- decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
- (n) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any Eligible Charity to occupy the property on the terms and conditions the Trustee thinks fit; and
- (o) do all other things incidental to the exercise of the Trustee's powers under this deed.

5.3 Powers are supplementary

The powers and discretions in clause 5.2 are to be treated as supplementary or additional to the powers vested in trustees by law.

6 Liability for breaches of trust

The Trustee, where purporting to act in the exercise of the trusts and powers of this deed, and any officer, agent or employee of the Trustee purporting to exercise powers under this deed, is:

- (a) not liable for any loss or liability; and
- (b) entitled to be indemnified from the Trust Fund in respect of any loss or liability,

unless the loss or liability is attributable to:

- (c) the dishonesty of the Trustee (or of the relevant officer, agent or employee of the Trustee); or
- (d) the wilful commission or omission of an act known by the Trustee (or by the relevant officer, agent or employee of the Trustee) to be a fraudulent breach of trust in bad faith.

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7 Indemnity of Trustee and Board from Trust Fund

- (a) The Trustee and any member of the council of the Trustee, is not entitled to be indemnified out of the Trust Fund unless supported by a recommendation or proposal from the Board, and then only in respect of costs and expenses incurred by the Trustee for which the Trustee is not otherwise under this deed not entitled to be reimbursed for or required to pay in its own capacity, including, without limitation, costs and expenses specified under clause 14.
- (b) The Board is not entitled to be indemnified out of the Trust Fund other than in respect of the reasonable travel costs of members of the Board in order to attend Board meetingspayments made to members of the Board under clause 5.2(ia).

8 Books of account and receipts

8.1 Trustee to keep accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund.

8.2 Financial statements

- (a) As soon as practicable after the end of each Accounting Period, the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that Accounting Period.
- (b) The Trustee must provide the Board with a copy of the financial statements as soon as practicable after they have been prepared.

8.3 Audit

- (a) The financial statement must be audited by a person registered, or taken to be registered as an auditor under Part 9.2 of the Corporations Act 2001.
- (b) The Trustee must provide the Board with a copy of the audited financial statement and auditor's report as soon as practicable after they have been finalised.

9 Board of Governors

9.1 Establishment

The Trustee must establish a Board of Governors in accordance with the terms of this clause 9.

9.2 Purpose

- (a) The purpose of the Board is to have the following role and responsibilities in respect of the Trust Fund:
 - to seek submissions from the community, and to develop and submit to the Trustee proposals for payments from the Trust Fund in furtherance of the purposes in clause 4; and

- (2) to develop an investment policy and to otherwise review and make recommendations to the Trustee in relation to the Trustee's plans to invest the moneys comprised in the Trust Fund.
- (b) In performing its role under clause 9.2(a), the Board is to have regard to the Shire's strategic plan adopted by the Trustee, to the extent such strategic plan is applicable to the Area.

9.3 Trustee to provide reports on administration of Trust Fund

To assist the Board in its role, the Trustee must provide to the Board periodic reports in relation to the administration of the Trust Fund, including without limitation, the audited financial statements of the Trust Fund.

9.4 Composition

- (a) The initial Board shall be those persons set out in Schedule 1.
- (b) Subject to clause 9.4(c), the Board shall at all times be comprised of five (5) members as follows:
 - (1) a nominee appointed by the State Government (initially by the Goldfields-Esperance Development Commission on behalf of the State Government), being a person who is not ordinarily resident in the Area and who has no actual or potential conflicts of interest with any activities associated with the Trust or the Shire;
 - (2) the President of the Shire, <u>ex officio;</u>
 - (3) the Chief Executive Officer of the Shire, ex officio; and
 - (4) two (2) persons appointed under an election process governed by the Goldfields-Esperance Development Commission who are ordinarily resident within the Area, but who are not employees or Councillors of local government representing the Area and are not and have not been within the ten (10) years prior to their appointment the Chief Executive Officer of local government representing the Area or the President of the Ravensthorpe Regional Chamber of Commerce, and who in all cases have no actual or potential conflicts of interest with any activities associated with the Trust or the Shire.
- (c) If the Shire amalgamates with another local government then the Board shall be increased to six (6) members and clause 9.4(b)(4) shall be replaced with the following clause:

Three (3) persons appointed under an election process governed by the Goldfields-Esperance Development Commission who are ordinarily resident within the Area, but who are not, employees or Councillors of local government representing the Area and are not and have not been within the ten (10) years prior to their appointment the Chief Executive Officer of local government representing the Area or the President of the Ravensthorpe Regional Chamber of Commerce, and who in all cases have no actual or potential conflicts of interest with any activities associated with the Trust or the Shire.

9.4A Term of office

- (a) A member appointed under clause 9.4(b)(1) holds office for a period of 4 years, commencing on the day of their appointment, unless a shorter term of office is specified under clause 9.4A(c).
- (b) A member appointed under clause 9.4(b)(4) holds office for a period of 4 years, commencing on the day of their appointment, unless a shorter term of office is specified under clause 9.4A(d).

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ATTACHMENT 10.4.1.1

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<u>(c)</u>	The State government may, when appointing a person as a member under clause 9.4(b)(1), specify a shorter term of office where an appointment for a shorter term is desirable to ensure that –
	(1) the terms of office of members expire at intervals that will produce continuity of membership: or
	(2) the terms of office expire on dates that afford the convenience of uniformity.
<u>(a)</u>	The Goldfields-Esperance Development Commission may, when appointing a person as a member under clause 9.4(b)(4), specify a shorter term of office where an appointment for a shorter term is desirable to ensure that –
	(1) the terms of office of members expire at intervals that will produce continuity of membership; or
	(2) the terms of office expire on dates that afford the convenience of uniformity.
9.5	Vacation of office
(a) Shire, a	With the exception of the President of the Shire and the Chief Executive Officer of the a member's position on the Board becomes vacant:
(<u>b)(a)</u>	if the member ceases to satisfy the requirements in clause 9.4(b) (including where modified by clause 9.4(c)) pursuant to which the member was appointed to the Board, including where, for the avoidance of doubt, the member's nomination is withdrawn or the member ceases to be ordinarily resident within the Area or becomes an employee or Councillor or Chief Executive Officer of the local government representing the Area, or becomes the President of the Ravensthorpe Regional Chamber of Commerce;
(c)<u>(</u>b)	if the member becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
(d)<u>(</u>c)	if the member resigns by written notice to the Board; <u>or</u>
(e)<u>(</u>d)	if the member is unable or unwilling to participate in Board meetings, as evidenced by not attending any Board meetings over a 12-month period in person, for any reason; and,
	(1) four (4) years after the execution of this deed, and every four (4) years thereafter.
(f)	In the case of President of the Shire and the Chief Executive Officer of the Shire, their position as a member of the Board becomes vacant if they cease to be, as applicable, the President of the Shire or the Chief Executive Officer of the Shire.
9.6	Proceedings of the Board
(a)	The Board may meet together and adjourn and otherwise regulate their meetings as they think fit, save that the Board is required to meet not less than twice each Accounting Period to discharge its role and responsibilities.
(b)	The contemporaneous linking together by telephone or other electronic means of a

- (b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of the Board to constitute a quorum constitutes a meeting of the Board. All the provisions in this deed relating to meetings of the Board apply, so far as they can and with any necessary changes, to meetings of the Board by telephone or other electronic means.
- (c) A member of the Board who takes part in a meeting by telephone or other electronic means is taken to be present in person at the meeting.

(d) A meeting by telephone or other electronic means is taken as held at the place decided by the chairperson of the meeting, as long as at least one of the members of the Board involved was at that place for the duration of the meeting.

(e) If, before or during the meeting, any technical difficulty occurs as a result of which one or more members of the Board cease to participate, the chairperson must adjourn the meeting until the difficulty is remedied.

9.7 Convening meetings of the Board

A member of the Board may convene a meeting of the Board whenever he or she thinks fit.

9.8 Notice of meetings of the Board

- (a) Notice of a meeting of the Board must be given to each person who is at the time of giving the notice a member of the Board.
- (b) A notice of a meeting of the Board:
 - (1) must specify the time and place of the meeting;
 - (2) need not state the nature of the business to be transacted at the meeting;
 - (3) may be given immediately before the meeting; and
 - (4) may be given in person or by post, telephone, fax or other electronic means.
- (c) A member of the Board may waive notice of a meeting of the Board by notifying the Board to that effect in person or by post, telephone, fax or other electronic means.
- (d) The non-receipt of notice of a meeting of the Board by, or a failure to give notice of a meeting of the Board to, a member does not invalidate any thing done or resolution passed at the meeting if:
 - (1) the non-receipt or failure occurred by accident or error;
 - (2) the member has waived or waives notice of that meeting under clause 9.8(c) before or after the meeting;
 - (3) the member has notified or notifies the Board of his or her agreement to that thing or resolution personally or by post, telephone, fax or other electronic means before or after the meeting; or
 - (4) the member attended the meeting.
- (e) Attendance by a person at a meeting of the Board waives any objection which that person may have to a failure to give notice of the meeting.

9.9 Quorum at meetings of the Board

(b)

(a) No business may be transacted at a meeting of the Board unless a quorum of members is present at the time the business is dealt with.

If there a	are <u>5 members of the Board (under clause </u> 9.4(b) <u>), a</u> A quorum consists of <u>: all of</u>
<u>(1)</u>	if no member has a material personal interest – 4 members; or

- (b)(2) if one or more members has a material personal interest (and, therefore, cannot participate or vote) – 3 the members of the Board.
- (ba) If there are 6 members of the Board (under clause 9.4(c)), a quorum consists of:
 - (1) if no member has a material personal interest 5 members; or
 - (2) if one or more members has a material personal interest (and, therefore, cannot
 - <u>participate or vote) 4 members .</u>
- (c) If the number of members of the Board at any time is not sufficient to constitute a quorum, the remaining members must act as soon as possible to take appropriate action

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to have additional members appointed and, until that has happened, may only act if and to the extent that there is an emergency requiring them to act.

9.10 Chairperson of the Board

- (a) The chairperson of the Board is the nominee appointed by the State Government under clause 9.4(b)(1).
- (b) The chairperson of the Board must preside as chairperson at each meeting of the Board if present within 10 minutes after the time appointed for the meeting and willing to act.
- (c) If there is no chairperson of the Board or both the conditions in clause 9.10(b) have not been met, the members of the Board present must elect one of the members as chairperson of the meeting.

9.11 Decisions of the Board

The Board must use all reasonable endeavours to decide matters by consensus of those members of the Board not prohibiting from voting on the matter. If consensus is not reached on a particular matter <u>at a meeting of the Board after two (2) meetings</u>, the matter may be decided by a majority vote of four (4) of the members of the Board.

9.12 Disputes between the Trustee and the Board

- (a) In the event of any disagreement between the Board and the Trustee which cannot be resolve by mutual agreement, either party may refer that matter for determination to a person appointed by the Director General of the Western Australian Department of Local Government.
- (b) The determination by the nominated person is, in the absence of manifest error, final and binding on the parties and a party must not commence court proceedings or arbitration in relation to the dispute.
- (c) The expert appointed under this clause 9.12 acts as an expert and not as an arbitrator.

10 Founder

10.1 Reserved rights of Founder

Notwithstanding anything else in this deed, the Founder reserves its rights, or is otherwise given the power to:

- (a) require an audit of the Trust Fund;
- (b) receive or require the production of reports by the Trustee or the Board in relation to the Trust Fund;
- (c) seek the removal of the Trustee or the Board in the event of a breach of this deed; and
- (d) to attend meetings of the Board by way of an authorised representative in a non-voting capacity.

10.2 Appointment of replacement or additional Founder

(a) The Founder may, at any time, resign from its position as Founder of the Trust Fund but must, prior to its resignation, appoint a person as the new Founder of the Trust Fund.

(b)	The Founder may also, without resigning from its position as Founder of the Trust Fund, appoint an additional Founder with such powers, separate to its own and only to the extent it is a power of the Founder, as specified by the appointing Founder.	
(c)	The Founder is not in any way restricted as to who it may appoint as a new Founder of the Trust Fund but any such appointment must be in writing.	
11	Conflicts of interest – Trustee and Board	
<u>(a)</u>	References in this clause to a 'member' includes, as applicable in the context, either or both of a member/Councillor of the Trustee and a member of the Board.	
<u>(b)</u>	A member who has a material personal interest in a matter being considered, or about to be considered, by the Board must, as soon as possible after the relevant facts have come to the member's knowledge, disclose the nature and extent of the interest at a meeting of the Board.	Formatted: Heading 3
<u>(c)</u>	A disclosure under clause 11(b) is to be recorded in the minutes of the meeting.	
<u>(ca)</u>	A member who has a material personal interest in a matter that is being considered by the Board –	Formatted: Heading 3, Indent: Left: 0 cm, Hanging: 1.5 cm
	(1) must not vote, whether at the meeting or otherwise –	Formatted: Heading 4
	(A) on the matter; or	
	(B) on a proposed resolution under clause 11(cb) in respect of the matter, whether relating to that member or a different member; and	
	(2) must not be present while –	
	(A) the matter; or	
	(B) a proposed resolution of the kind referred to in clause 11(ca)(i)(B),	
	is being considered at a meeting.	Formatted: Indent: Left: 3 cm
<u>(cb)</u>	Clause 11(ca) does not apply if the Board has at any time passed a resolution that –	Formatted: Indent: Left: 0 cm
	 (1) specifies the member, the interest and the matter; and (a)(2) states that the members voting for the resolution are satisfied that the interest 	Formatted: Heading 4, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left +
	should not disqualify the member from considering or voting on the matter'.	Aligned at: 1.5 cm + Tab after: 3 cm + Indent at: 3 cm
(b)	The Board must make regulations requiring the disclosure of interests that a member of the Board or a member of the Trustee, and any person considered by the Board as related to or associated with the member, may have in any matter concerning the Trust. Any regulations made bind all members but no act, transaction, agreement, instrument, resolution or other thing with a third party is invalid or voidable only because a member fails to comply with the regulations.	
(c)	A member who has a material personal interest in a matter that is being considered at a Trustee or Board meeting must not:	
	(1) be present while the matter is being considered at the meeting; or	
	(2) vote on the matter.	
(d)	A member is not disqualified from contracting or entering into an arrangement with the Trust as vendor, purchaser or in another capacity, merely because the member holds office as a member.	
(e)	A contract or arrangement entered into by or on behalf of the Trust in which a member is in any way interested is not invalid or voidable merely because the member holds office as a member.	

- (f) A member who is interested in any arrangement involving the Trust is not liable to account to the Trust for any profit realised under the arrangement merely because the member holds office as a member, provided that the member complies with the disclosure requirements applicable to the member under any regulations adopted by the Board.
- (g) A member may hold any other office or position (except Auditor) in the Trust or any related body corporate in conjunction with his or her membership and may be appointed to that office or position on terms (including remuneration and tenure) the members decide.

12 Patrons

T

The Trustee may appoint any persons it thinks fit as patrons of the Trust.

13 Amending this deed

The Trustee may, but only on a recommendation of the Board, by deed revoke, add to or vary any of the provisions of this deed, so long as:

- (a) no part of the Trust Fund or the income of the Trust Fund becomes subject to any trusts other than public charitable trusts; and
- (b) unless the Commissioner has consented to the revocation, addition or variation:
 - no part of the Trust Fund or the income of the Trust Fund becomes subject to trusts other than trusts for the provision of money, property or benefits to or for charitable purposes;
 - (2) no amendment is made to or affecting clause 4.4;
 - (3) no amendment is made which authorises the Trustee to invest money of the Trust Fund other than in a manner in which trustees are permitted to invest under the laws of Australia or of any State or Territory of Australia;
 - (4) no amendment is made to this clause 13 so as to permit this deed to be amended in a manner prohibited by clauses 13(b)(1), (2) or (3); and
 - (5) the Trustee notifies the Commissioner of the amendment.

14 Trustee not to be remunerated and to provide administrative support

(a) The Trustee and members of the Council of the Trustee may not charge any fee or be paid any remuneration for acting as Trustee or administering the Trust Fund.

(b) The Trustee, in its capacity as the Shire of Ravensthorpe, must provide free of charge to the Trust support and services, including the funding of costs and expenses associated with that support and services, required by the Trust and the Board to administer the Trust Fund, including without limitation:

- preparation of financial statements and audit in accordance with statutory requirements and the requirements of this deed;
- (2) provision of a venue for meetings of the Board and all other costs incurred in connection with such meetings other than any travel or meeting attendance

costs <u>or expenses</u> incurred <u>by</u>, or meeting attendance fee or allowance payable to, by a member of the Board;

- (3) secretariat services to the Trust, including handling of inward and outward correspondence, phone enquiries and the provision of a web page;
- services and support, including advertising, selection and notification costs, associated with the soliciting of ideas for projects from the community that the Trust may fund;
- (5) any taxation administration necessary to have the Trust endorsed as exempt from income tax under Division 50 of the ITAA97, and thereafter to ensure the Trust remains compliant with all taxation laws, including income tax and GST; and
- (6) any administration necessary to implement changes to the Board in the event of resignation or removal of any member.
- (c) To the extent the Trustee is required to provide support and services under this clause 14, the Trust Fund cannot, despite anything else in this deed, be used for that purpose.

15 General

15.1 Receipts by others

The receipt of the person purporting to be the treasurer, secretary or other proper officer of any recipient of a payment or application of income or capital from the Trust Fund under this deed is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

15.2 Trustee's discretion

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.

15.3 Delegation of powers

The Trustee may by power of attorney or otherwise delegate to any person any of the discretionary or other powers given to it under this deed. The execution or exercise of any of the trusts or powers of this deed by an attorney or delegate is valid and effectual and binds all persons interested in the Trust Fund.

15.4 Trustee's receipts

The Trustee may receive capital and other money and give valid receipts for all purposes including:

- (a) those of any statute; and
- (b) the receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land,

and even if the Trustee is a sole trustee.

15.5 Trustee's decisions

The Trustee may decide, or must if requested to do so by the Board:

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- (a) whether any money is to be considered as capital or income;
- (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
- (c) all questions and matters of doubt arising in the execution of the trusts of this deed.

Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.

16 Winding up

If, on the winding up of the Trust, any property remains after the satisfaction of all its debts and liabilities, the Trustee must give and transfer the property to or for one or more Eligible Charities, as the Trustee decides.

17 Governing law

This deed is governed by the laws of Western Australia.

Schedules

Table of contents

Initial Board of Governors

17

Schedule 1

Initial Board of Governors

Signing page

Executed as a deed

Founder

Executed by Ravensthorpe Nickel Operations Pty Ltd in accordance with Section 127(1) of the Corporations Act

sign here 🕨

Company Secretary/Director

print name

sign here ► Director

print name

Trustee

The common seal of the **Shire of Ravensthorpe** was hereunto affixed by the Chief Executive Officer in the presence of:

sign here
Chief Executive Officer

print name

sign here ► Shire President

print name



Ravensthorpe Hopetoun Future Fund Board of Governors

Minutes

For the meeting held on 8 August, 2018 in the Council Chambers, Ravensthorpe, commencing at 10.05am

10.05 am – The presiding person, Andrew Duncan, declared the meeting open.

1. Attendance

Mr Andrew Duncan	-	Chairman
Cr Keith Dunlop	-	Shire President – Shire of Ravensthorpe
Mr Ian Fitzgerald	-	Chief Executive Officer - Shire of Ravensthorpe
Mrs Madeleine Norman	-	Community Representative
Mrs Sue Leighton	-	Community Representative
Mrs Helen Coleman	-	Personal Assistant

Apologies

Mr Trevor DeLangrafft

- 2. Declaration of Interest NIL
- 3. Confirmation of Minutes 13 June, 2018

-

OFFICER RECOMMENDATION AND BOARD DECISION ITE		
Moved : K Dunlop	Seconded: M Norman	
That the minutes of the meeting held on 13 June, 2018 be confirmed as a true and correct record of proceedings.		
Carried: 5/0		

4. General Business

4.1 Deed Update

BOARD DECISION	ITEM 4.1
Moved : I Fitzgerald	Seconded: M Norman
The Board recommends that the Shire of Ravensthorpe adopts the updated Trust Deed to incorporate changes suggested by McLeod's Barristers and Solicitors	
Carried: 5/0	

4.2 Finance Statements

BOARD DECISION	ITEM 4.2
Moved : S Leighton	Seconded: K Dunlop
The Board received the finance reports for 2017/2018 (unaudited)	
Carried: 5/0	

4.3 Project Updates

Board members received a general update regarding the return of executed grant agreements for the 2018/2019 funding round. Board members discussed a request from Ravensthorpe Historical Society to progress the Street Plaque Replacement and Heritage Walk component of their application and agreed to support this request. A formal letter of response will be drafted to advise this decision.

4.4 Bursary

Examples of existing bursaries/scholarships were tabled at the meeting. Board members agreed that Ian Fitzgerald would use the Kinross Wolaroi School scholarship guidelines to draft the RHFF bursary.

BOARD DECISION	ITEM 4.4
Moved : K Dunlop	Seconded: M Norman
The Board agreed to deposit an initial \$15,000 of unallocated funds from the RHFF 2018/2019 grant round into the bursary account. This amount will be supplemented by additional unallocated funds in subsequent years. Draft bursary guidelines will be circulated out of session for review by Board Members. A 3 week Expression of Interest period will published in September/October 2018.	

Carried: 5/0

4.5 Outgoing Chairman

Board members agreed to extend an invitation for Trevor DeLangrafft to attend their next meeting to thank him for his service.

Next Meeting - Late October/early November 2018 Shire Council Chambers – 10.00am

Meeting Closed- 10.50am

These minutes were confirmed at the meeting of the _____

Signed:

(Presiding Person at the meeting of which the minutes were confirmed.)

Date:

11. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

12. BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

- 12.1 ELECTED MEMBERS
- 12.2 OFFICERS
- 13. MATTERS BEHIND CLOSED DOORS
- **14. CLOSURE OF MEETING**